(Inside Front Cover)

DIRECT ALL QUESTIONS TO THE ADMINISTRATOR:

Healthcare Strategies, Inc., Contract Administrator

United Food and Commercial Workers Union
and Participating Food Industry Employers
Tri-State Pension Fund

3031B Walton Road
Plymouth Meeting, PA 19462

(610) 941-4282

January 2017

Dear Employee:

The United Food and Commercial Workers Union and Participating Food Industry Employers Tri-State Pension Plan (the "Plan") was developed in collective bargaining between the Unions and the Original Employer Signatories to provide pension benefits payable to eligible Employees who retire because of age and in some cases, disability. The Plan is administered by a Joint Board of Trustees comprised of Union Trustees and Employer Trustees. The Trustees work diligently on your behalf to operate the Plan efficiently and to enforce its provisions fairly.

The Plan is intended to provide a financial foundation for retirement built during your working years at no cost to you. When combined with income from Social Security and personal savings, your retirement years can be active, happy years if you plan ahead for them. In addition, the Internal Revenue Service has found the Plan to be qualified under applicable provisions of the Internal Revenue Code of 1986, as amended (the "Code").

This booklet is published by the Trustees of the Plan and describes the highlights of the Plan. It replaces all previous booklets describing the Plan. **This booklet is intended as a brief summary of the provisions currently in effect for the Plan for Participants who have earned an Hour of Service on or after January 1, 2017.** In addition, this booklet reflects changes to the benefits payable to certain terminated vested participants who are not currently receiving benefits.

If you are a retiree receiving a pension, the changes reflected in this booklet do not apply to you with one exception. The monthly benefit amount payable to you during your lifetime and the monthly benefit amount payable to your surviving spouse are not affected by any changes in this booklet. However, the one-time lump sum death benefit payable to beneficiaries of retirees has been eliminated.

A more complete description is set forth in the Plan document. In the event that this Summary Plan Description ("SPD") conflicts with the Plan, the text of the Plan and related Trust Agreement will govern. You may review these documents or send a written request for your own copy if you have any questions.

It is not always possible to reprint a new SPD to reflect all of the current rules or future amendments. Therefore, before you finalize your retirement plans call the Fund Office to be sure that you are aware of any changes.

Sincerely,

Wendell W. Young, IV, Chairperson
Daniel Dosenbach, Secretary

IMPORTANT NOTICE TO PARTICIPANTS REGARDING PLAN'S CRITICAL FUNDING STATUS

The Plan's Current Status. On March 30, 2008, the Plan's Actuary initially certified to the U.S. Department of the Treasury and to the contributing employers that the Plan was in critical status for the Plan Year beginning January 1, 2008. In March 2015, the Plan's Actuary initially certified that the Plan was in critical and declining status for the Plan Year beginning January 1, 2015. In March 2016, the Plan's Actuary again certified that the Plan remained in critical and declining status for the Plan Year beginning January 1, 2016. The Plan is not expected to emerge from critical and declining status.

While the Plan is in critical and declining status, the Pension Protection Act of 2006 prohibits the Plan from paying any benefits to participants whose benefits begin in pay status after March 30, 2008 in the form of a lump sum, or any other payment in excess of the monthly amount payable in the form of a single life annuity (other than certain retroactive payments). However, in 2015, the Great A&P Tea Company and all of its subsidiaries liquidated in bankruptcy. Consequently, the Trustees have concluded that the Plan is likely to become insolvent and are exploring options for delaying the projected date of insolvency.

The Trustees are required to develop a program (known as a "Rehabilitation Plan") to delay the date of insolvency. Rehabilitation Plans for 2008 through 2016 have been adopted that present various options (called "Alternative Benefit Schedules") for collective bargaining units to elect on behalf of their represented Plan participants. Depending on the options elected, certain benefit options may be eliminated and future benefit accruals may be reduced. Notices were previously sent to Plan participants that provided a more detailed explanation regarding the Plan's funding status and its effect on (i) participants, (ii) contributing employers and (iii) the Plan.

To determine the Benefit Schedule that applies to you, you should review Appendix B of this SPD, which identifies the Alternative Benefit Schedules that apply to affected Local Unions and Employers. Following the list are the corresponding Benefit Schedules. You should review the Benefit Schedule that applies to your bargaining unit. If your bargaining unit is not included in the list or you would like information regarding your Schedule, please contact:

Regina C. Reardon
United Food and Commercial Workers Union
and Participating Food Industry Employers Tri-State Pension Plan
3031B Walton Road
Plymouth Meeting, PA 19462
(610) 941-4282
(866) 928-8329

This SPD indicates the forms of benefit payments that are available to participants while the Plan remains in critical and declining status. If the Plan emerges, other forms of benefit payment may be available.

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BENEFITS AT A GLANCE

"Benefits at a Glance" is designed to give you a quick overview of the retirement benefits and options available under the Plan. However, your specific benefits will be determined by the Rehabilitation Plan Schedule selected by your Union and Employer. The Fund Office can provide you with a copy of the applicable Collective Bargaining Agreement and Rehabilitation Plan schedule. The alternative Rehabilitation Plan Schedules are included at the back of this booklet. The particular Schedule agreed to by your employer and your union is identified in your Collective Bargaining Agreement. "Benefits at a Glance" highlights the major requirements for each option but does not address all the features or preconditions to obtain each benefit, nor does it address all benefits available under special circumstances (e.g., break-in-service). You should read this SPD and the Plan document carefully to fully understand your pension benefits. The Plan document is available at www.ufcwtristatepensionfund.org.

Except for Participants who continue to work after the April 1st following the Plan Year in which they attain age 70½, certain suspension of benefit rules apply if you work or are paid for more than a certain number of hours in a month in the retail food industry. For a description of these rules, see "**Special Rule For Participants Working Beyond Normal Retirement Date**" and the discussion entitled "**May I work and still collect my pension (suspension of benefits)?**" in **Section 8** ("**Answers to Commonly Asked Questions**") later in this SPD.

Please note that you should submit your application for pension benefits at least two months before the date you wish to start receiving benefits in order to avoid delays. Except for benefits payable on or after your Normal Retirement Date, your delay in filing an application could result in a loss of certain benefit subsidies. So, don't delay filing your application.

Please see "Loss of Benefits" in Section 7-Retirement Benefits (page 38) for a summary of the circumstances under which benefits under the Plan may be lost, delayed, reduced, assigned or forfeited.

RETIREMENT BENEFITS		
BENEFIT PROVISION	***WHO'S ENTITLED?***	***AMOUNT OR FORMULA FOR CALCULATION***
Normal Retirement	Any Participant, who retires on or after his or her Normal Retirement Date, which is the first day of the month coincident with or next following the later of the date he or she reaches age 65 or the 5th anniversary of his or her participation under the Plan.	Multiply the years of Benefit Service as a Full-time or Part-time Participant by the applicable multiplier for each applicable period (as listed in this SPD). The sum equals your monthly Accrued Pension Benefit payable on your Normal Retirement Date.
Early Retirement	Any Participant who is: 1. at least 55 years old, 2. credited with at least 10 years of Vesting Service, and 3. actively employed by a Contributing Employer before retiring.	Calculated in the same manner as the Normal Retirement Benefit but reduced for the number of years between the date when payment of your benefit begins and age 65. NOTE: For Benefit Service up to December 31, 1984, different Early Retirement reduction rates apply.
Special Early Retirement[1]: "At Age 62"	"At Age 62": Any Participant who is: 1. at least 62 years old, 2. credited with at least 10 years of Vesting Service, and 3. actively employed by a Contributing Employer before retiring.	Consult the Fund Office to determine whether you are entitled to elect this Early Retirement benefit, and if so, what your benefit would be. NOTE: For Benefit Service up to December 31, 1984, different Early Retirement reduction rates apply.
Special Early Retirement[1]: "30 and Out"	"30 and Out": Any Participant who is credited with at least 30 years of Vesting Service, with some portion of Vesting Service credited before January 1, 1985.	Consult the Fund Office to determine whether you are entitled to elect this Early Retirement benefit, and if so, what your benefit would be. NOTE: For Benefit Service up to December 31, 1984, different Early Retirement reduction rates apply.

[1] The Plan is currently in critical and declining status; therefore, depending on which, if any, Alternative Benefit Schedule has been adopted by your Employer and/or Local Union, this benefit may no longer be available to you. Please check with the Fund Office to determine if this benefit is available to you.

RETIREMENT BENEFITS		
BENEFIT PROVISION	***WHO'S ENTITLED?***	***AMOUNT OR FORMULA FOR CALCULATION***
Deferred Vested Retirement	Any vested Participant who has experienced a One Year Break in Service, if he: 1. left employment before becoming eligible for an Early Retirement pension benefit, and 2. had at least 5 years of Vesting Service at termination.	Calculated in the same manner as the Normal Retirement Benefit, but reduced for the years between the time you retire and age 65. Payable when you attain age 65 or, if you have at least 10 years of Vesting Service, on or after age 55.
Disability Retirement[1]	Certain Participants who: 1. become totally and permanently disabled while an Active Participant in the Plan (see special rules regarding employment status later in this SPD), 2. have reached age 50; 3. are credited with at least 10 years of Vesting Service, 4. have qualified for Social Security Disability, and 5. have furnished proper evidence to the Plan Administrator.	Calculated in the same manner as the Normal Retirement Benefit. Benefits start the 1st of the month following the effective date of your Social Security Disability or if later, the date of your application. Benefits continue until the earlier of your death, your cessation of disability, or the later of the date you reach age 65 or the 5th anniversary of your participation under the Plan when the benefit becomes a Normal Retirement Pension. You may contact the Fund Office to determine if this benefit is available to you.
Rule of 90 Early Retirement Benefit[2]	Any Active Participants working under a Rehabilitation Plan and employed by an Employer who offers the Rule of 90 benefit if the sum of his/her age and years of Benefit Service equals or exceeds 90.	Calculated in same manner as the Normal Retirement Benefit. Benefits are not reduced for years between the time you retire and age 65. You may contact the Fund Office to determine if this benefit is available to you.

[1] The Plan is currently in critical and declining status; therefore, depending on which, if any, Alternative Benefit Schedule has been adopted by your Employer and/or Local Union, this benefit may no longer be available to you. Please check with the Fund Office to determine if this benefit is still available to you.

[2] The Plan is currently in critical and declining status; therefore, depending on which, if any, Alternative Benefit Schedule has been adopted by your Employer and/or Local Union, this benefit may no longer be available to you. Please check with the Fund Office to determine if this benefit is still available to you.

VESTING		
BENEFIT PROVISION	***WHO'S ENTITLED?***	***AMOUNT OR FORMULA FOR CALCULATION***
Fully Vested	For any Participant with an hour of service on or after January 1, 1999 who is credited with at least 5 years of Vesting Service, or Any Active Participant who reaches his or her Normal Retirement Date.	Once fully vested, you have a nonforfeitable right to your Accrued Pension Benefit.

FORM OF BENEFIT PAYMENT		
BENEFIT PROVISION	***WHO'S ENTITLED?***	***AMOUNT OR FORMULA FOR CALCULATION***
Joint & 60% Survivor Annuity	Any Participant & Surviving Spouse, if married on his or her Annuity Stating Date. This form of benefit is automatic for any Participant and Surviving Spouse upon becoming entitled to receive a pension benefit under the Plan unless you elect otherwise and your Spouse consents in writing to your election. (Spousal consent is not required for the election of a Joint & 60% Survivor Annuity.)	Monthly payments (calculated to extend) for your lifetime and if you predecease your Spouse, 60% of that amount to your Spouse for his/her lifetime. Your Joint and Survivor Benefits which began after January 1, 1993 will be increased to a Single Life Annuity if your Spouse dies while you are receiving benefits.
Joint & 75% Survivor Annuity	Any Participant & Surviving Spouse. A Participant must elect to receive a Joint & 75% Survivor Annuity (instead of the automatic Joint & 60% Survivor Annuity); however, no spousal consent is necessary for this election.	Monthly payments (calculated to extend) for your lifetime and if you predecease your Spouse, 75% of that amount to your Spouse for his/her lifetime. Your Joint and Survivor Benefits which began after January 1, 1993 will be increased to a Single Life Annuity if your Spouse dies while you are receiving benefits.
Joint & 100% Survivor Annuity	Any Participant & Surviving Spouse. A Participant must elect to receive a Joint & 100% Survivor Annuity (instead of the automatic Joint & 60% Survivor Annuity); however, no spousal consent is necessary for this election.	Monthly payments (calculated to extend) for your lifetime and if you predecease your Spouse, 100% of that amount to your Spouse for his or her lifetime. Your Joint and Survivor Benefits which began after January 1, 1993 will be increased to a Single Life Annuity if your Spouse dies while you are receiving benefits.

FORM OF BENEFIT PAYMENT		
BENEFIT PROVISION	***WHO'S ENTITLED?***	***AMOUNT OR FORMULA FOR CALCULATION***
Single Life Annuity	Any Participant. This form of benefit is automatic if you are single. If you are married, spousal consent is necessary for this election.	Monthly payments for your lifetime only. Monthly payments will cease upon your death.
Ten-Year Certain and Life	Any Participant and designated beneficiary (If the Participant is married on his Annuity Starting Date, spousal consent in required to elect this benefit).	Monthly payments for your lifetime. If you should die before receiving 120 payments, monthly payments will continue to your designated beneficiary or beneficiaries until a total of 120 monthly payments have been paid.

SURVIVOR AND DEATH BENEFITS		
BENEFIT PROVISION	***WHO'S ENTITLED?***	***AMOUNT OR FORMULA FOR CALCULATION***
Pre-Retirement Death Benefit: Upon death of Married Vested Terminated Participants	Any Surviving Spouse, if at the Participant's date of death the: 1. Participant was fully vested, 2. Participant died before his or her Annuity Starting Date, and 3. Participant was married for one year on his or her date of death.	Benefits are delayed until Participant would have been first eligible to commence his or her pension, then 60% of the Accrued Pension Benefit Participant would have been entitled to, reduced for Early Retirement and Joint & Survivor Annuity provisions if applicable.
Pre-Retirement Death Benefit: Upon death of Married Vested Active Participants	Any Surviving Spouse if, at the Participant's date of death, the Participant was married for one year on his or her date of death and: 1. Participant was at least age 55 with 10 years of Vesting Service, 2. Participant had at least 30 years of Vesting Service, provided that Participant had had credit for Vesting Service prior to January 1, 1985, 3. The sum of the Participant's age and years of Benefit Service equals or exceeds 90; or 4. Participant attained his or her Normal Retirement Date, but had not elected a form of payment. or	60% of the Accrued Pension Benefit Participant would have been entitled to, calculated as of the date of the Participant's death, reduced for Early Retirement, Special Early Retirement and Joint & Survivor Annuity provisions, if applicable.

SURVIVOR AND DEATH BENEFITS		
BENEFIT PROVISION	***WHO'S ENTITLED?***	***AMOUNT OR FORMULA FOR CALCULATION***
	If, at the Participant's date of death, the: 1. Participant had 5 years of Vesting Service, and 2. Participant was under age 55 and had less than 30 years of Vesting Service.	Benefits are delayed until Participant would have been 55, then 60% of the Accrued Pension Benefit Participant would have been entitled to at age 55, reduced for Early Retirement and Joint & Survivor Annuity provisions, if applicable.

UNITED FOOD AND COMMERCIAL WORKERS UNION AND PARTICIPATING
FOOD INDUSTRY EMPLOYERS TRI-STATE PENSION FUND

3031B Walton Road
Plymouth Meeting, PA 19462
(610) 941-4282

Employer Identification Number (EIN):
23-6396097

Plan Number: 001

PLAN ADMINISTRATION

The Board of Trustees consists of representatives from both labor and management. The Board is responsible for the administration of the Plan. The Trustees are Plan Fiduciaries as defined under the Employee Retirement Income Security Act of 1974, as amended ("ERISA").

The Board of Trustees has engaged a Contract Administrator to oversee the day-to-day administration of the Fund. The Trustees and Administrator are advised by legal counsel, actuaries, accountants, investment managers, and administrative staff in the discharge of their duties.

CONTRACT ADMINISTRATOR

Healthcare Strategies, Inc.
c/o Regina C. Reardon
United Food and Commercial Workers Union
and Participating Food Industry Employers Tri-State Pension Plan
3031B Walton Road
Plymouth Meeting, PA 19462
(610) 941-4282
(866) 928-8329

UNION TRUSTEES

EMPLOYER TRUSTEES

The address for the Trustees is the same as the Contract Administrator’s address.

FUND COUNSEL

Willig, Williams & Davidson
1845 Walnut Street
24th Floor
Philadelphia, PA 19103

Morgan, Lewis & Bockius LLP
1701 Market Street
Philadelphia, PA 19103

O’Brien, Belland &
Bushinsky, LLC
1526 Berlin Road
Cherry Hill, NJ 08003

AGENT FOR SERVICE OF LEGAL PROCESS

Healthcare Strategies Inc.
c/o Regina C. Reardon, Contract Administrator United Food and
Commercial Workers Union and Participating Food Industry
Employers Tri-State Pension Plan
3031B Walton Road
Plymouth Meeting, PA 19462
(610) 941-4282

Legal process may also be served upon a Trustee

OTHER PLAN PROFESSIONALS

FUND ACTUARY
CBIZ Savitz
1845 Walnut Street
Philadelphia, PA 19103-4755

FUND AUDITOR
Alan Ross & Company, PC
10 Hearthstone Court
Suite 100
Reading, PA 19606

FUND CUSTODIAN
Northern Trust Investments, Inc.
50 South LaSalle Street
Chicago, IL 60675

INVESTMENT MANAGEMENT CONSULTANT
Morgan Stanley Smith Barney Consulting Group
1350 Broadcasting Road
Wyomissing, PA 19610

INVESTMENT MANAGERS

Victory Capital Management
45 Rockefeller Plaza
33rd Floor
New York, NY 10111

Ryan Labs, Inc.
88 Pine Street
32nd Floor
New York, NY 10005

Loomis Sayles Co., L.P.
One Financial Center
Boston, MA 02111

ASB Capital Management, LLC
7501 Wisconsin Avenue
Suite 200
Bethesda, MD 20814

Johnston Asset
One Landmark Square
20th Floor
Stamford, CT 06901

Cooke & Bieler
1700 Market Street
Suite 3222
Philadelphia, PA 19103

Lazard Freres Asset Management
30 Rockefeller Plaza
57th Floor
New York, NY 10020

Sentinel Real Estate Corporation
1251 Avenue of the Americas
New York, NY 10020

Emerald Advisors Inc.
1703 Oregon Pike
Suite 101
Lancaster, PA 17601

Westfield Capital Management
One Financial Center
24th Floor
Boston, MA 02111

Wedge Capital Management
301 South College Street
Suite 2920
Charlotte, NC 28202-6002

MFS Asset Management Group
500 Boylston Street
Boston, MA 02116

Batterymarch Fin. Mgmt., Inc.
200 Clarendon Street
Boston, MA 02116

Boyd Watterson
1801 East 9th Street,
Suite 1400
Cleveland, OH 44114

IMPORTANT INFORMATION REQUIRED BY THE EMPLOYEE RETIREMENT INCOME SECURITY ACT (ERISA)

Rights and Protections Under ERISA

As a Participant in the Plan you are entitled to certain rights and protections under ERISA. ERISA provides that all Plan Participants will be entitled to:

1. Examine, without charge, at the Plan Administrator's office, and 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, available at the Public Disclosure Room of the Employee Benefits Security Administration.

2. Obtain, upon written request to the Plan Administrator, copies of the documents governing the operation of the Plan, including insurance contracts, Collective Bargaining Agreements, and a copy of the latest annual report (Form 5500 Series) and updated SPDs. The Plan Administrator may make a reasonable charge for the copies.

3. 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 the Summary Annual Report. Effective for plan years beginning on or after January 1, 2008, the requirement to prepare and distribute Summary Annual Reports has been eliminated.

4. Obtain a statement telling you whether you have a right to receive a pension under the Plan at your Normal Retirement Age (the later of age 65 or the 5th anniversary of your participation in the Plan) and, if so, what your benefit would be at Normal Retirement Age if you stop working under the Plan now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to earn the right to a pension. This statement must be requested in writing and is not required to be given more than once every twelve (12) months. The Plan must provide the statement free of charge.

In addition to creating rights for Plan Participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and the other Participants and beneficiaries. No one, including your employer, your union, or any other person may fire you or otherwise discriminate against you in any way for the purpose of preventing you from obtaining a benefit under this Plan or exercising your rights under ERISA.

If your claim for a benefit under this Plan is ignored or denied in whole or in part, as explained in further detail below, you have a right to an explanation, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the Plan and do not receive them within 30 days, you may file suit in 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 Plan Administrator. If you have a claim for benefits which is denied or ignored in whole or in part, you may file suit in a state or federal court after exhausting the appeal procedure set forth in this SPD. In addition, if you disagree with the Plan's decision concerning the qualified status of a domestic relations order, you may file suit in a federal court, after you have exhausted your administrative remedies under the Plan. If your claim has been ignored and you have been prevented from exhausting your administrative remedies under the Plan, you may file suit in federal court without using the Plan's claims review procedures.

In the event 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 the costs and fees. If you lose, the court may order you to pay the costs and fees (you may be ordered to pay, for example, if it finds your claim to be frivolous).

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 any assistance in obtaining documents from the Plan Administrator, you should contact the nearest area office of the Employee Benefits Security Administration ("EBSA"), U.S. Department of Labor, listed in your telephone directory or:

Division of Technical Assistance and Inquiries
Employee Benefits Security Administration
United States 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.

Plan Year

The Plan Year begins on January 1 and ends on December 31 for the purpose of accounting and preparing the reporting and disclosure information which must be submitted to the U.S. Department of Labor and the other regulatory bodies.

Plan Sponsor

The Joint Board of Trustees is the Plan Sponsor. The Joint Board of Trustees may be contacted at the address in the beginning of this Section 2.

Collective Bargaining Agreements

The Plan is maintained pursuant to various Collective Bargaining Agreements between the Contributing Employers and the Unions. A copy of any such agreement is available for examination by Participants and family members upon written request to the Board of Trustees. A complete list of the Contributing Employers and the Unions may also be obtained by written request to the Board of Trustees.

Funding Method

The Plan is financed solely by employer contributions, the amount of which are specified in the Collective Bargaining Agreement between your employer and Union. All contributions to the Plan are made by your employer in accordance with your Union contract.

The Plan assets are held in a Trust which is administered by the Board of Trustees.

Pension Benefit Guaranty Corporation

Your retirement benefits under this multiemployer Plan are insured by the Pension Benefit Guaranty Corporation ("PBGC"), a federal insurance agency. A multiemployer plan is a collectively bargained pension arrangement involving two or more unrelated employers, usually in a common industry. Under the multiemployer plan program, the PBGC provides financial assistance through loans to plans that are insolvent. A multiemployer plan is considered insolvent if the plan is unable to pay benefits (at least equal to the PBGC's guaranteed benefit limit) when due.

The maximum benefit that the PBGC guarantees is set by law. Under the multiemployer program, the PBGC guarantee equals a participant's years of service multiplied by (1) 100% of the first $11.00 of the monthly benefit accrual rate and (2) 75% of the next $33.00. For example, the maximum annual guarantee for a retiree with 30 years of service and a benefit accrual rate of $23.00 per month would be $7,200.

To the extent you are entitled to receive these benefits under the Plan, the PBGC guarantee generally covers (1) normal and early retirement benefits; (2) disability benefits if you become disabled before the Plan becomes insolvent; and (3) certain benefits for your survivors.

The PBGC guarantee generally does not cover (1) benefits greater than the maximum guarantee set by law; (2) benefit increases and new benefits based on Plan provisions that have been in place for fewer than five (5) years at the earlier of (i) the date the Plan terminates or (ii) the time the Plan becomes insolvent; (3) benefits that are not vested because you have not worked long enough; (4) benefits for which you have not met all of the requirements at the time the Plan became insolvent; and (5) nonpension benefits, such as health insurance, life insurance, certain death benefits, vacation pay, and severance pay.

For more information about the PBGC and the benefits it pays, ask your Plan Administrator or contact the PBGC's Technical Assistance Division at:

Technical Assistance Division
Pension Benefit Guaranty Corporation
1200 K Street, N.W.
Suite 930
Washington, D.C. 20005-4026

The PBGC may be reached by calling: 202-326-4000 (not a toll-free number). TTY/TDD users may call the federal relay service toll-free at 1-800-877-8339 and ask to be connected to 202-326-4000. Additional information about the PBGC's pension insurance program is available through the PBGC's website on the Internet at http://www.pbgc.gov.

HOW TO APPLY FOR BENEFITS

The Board of Trustees has the sole discretionary authority to interpret the written terms of the Plan document and to apply them to specific situations (for example, to determine if a person has satisfied the requirements for participation or if a Participant is eligible for benefits). Benefits under the Plan will only be paid if the Board of Trustees decides, in its sole discretion, that the claimant is entitled to such benefits. If you believe you are entitled to receive a distribution of benefits under the Plan, but you do not receive all or part of these benefits, you or your beneficiary must notify the Board of Trustees in writing of a claim for unpaid benefits under the Plan. If your claim is denied, you are entitled to a full review of your claim by the Board of Trustees. The steps in the review process are outlined below.

To receive any benefits, you must file a written application with the Board of Trustees. The application may be obtained from and must be filed with:

Joint Board of Trustees
United Food and Commercial Workers Union and
Participating Food Industry Employers Tri-State Pension Fund
3031B Walton Road
Plymouth Meeting, PA 19462

You will be required to submit satisfactory proof of your age and, if applicable, your marriage and the age of your Spouse. Such proof, preferably in the form of birth certificates and a marriage certificate, must be attached to your application for benefits. A list of acceptable documentary proof of dates of birth is printed on the pension application.

It is recommended that you submit your application for pension benefits at least two months before the date you wish to start receiving benefits. If you delay filing your application, you may forfeit your claim to any benefits before the date you file. So, don't delay filing your application.

CLAIM PROCEDURE AND TIME LIMITS

To challenge the Board of Trustees' determination regarding benefits, you or your beneficiary must file a written claim with the Board of Trustees within the following time limitations:

1. If your benefit application is approved, in whole or in part, any claim to correct an error must be filed within 180 days after you or your beneficiary receives (or begins receiving) a distribution.

2. If you or your beneficiary receives a written statement regarding any benefits under the Plan, any claim to correct an error on such statement must be filed within 180 days of receipt of such statement.

Burden of Proof Regarding Plan Records

The Plan's employment and administrative records (including but not limited to a Participant's employment status, service, elections, distributions, and all other matters affecting eligibility for and amount of payment of benefits) are controlling in all cases. If you believe that the Plan's records are incomplete or incorrect, the burden of proof is on you to provide written documentation of additional information that you believe is relevant. Whether such documentation is satisfactory to override the Plan's records will be determined by the Board of Trustees in its sole and absolute discretion, subject to the Plan's claims and appeals procedure (described below). You may review or request copies of the Plan's records applicable to you according to the procedure established by the Board of Trustees or their delegates in accordance with applicable law.

Appeal Procedure:

Notice of Claim Denial

If any written claim for benefits is wholly or partially denied, the Board of Trustees will notify you in writing within 90 days after it receives your written claim. If special circumstances exist, this time period may be extended for an additional 90 days. You will be notified in writing if an extension of time to review your claim is needed. The denial notice will be written in a manner calculated to be understood by you and will contain the following information:

1. *Reason for the Denial* - the specific reason(s) for the denial;

2. *Reference to Plan Provisions* - reference to the specific Plan provision(s) on which the denial is based;

3. *Description of Additional Material* - a description of any additional material or information necessary for you to perfect your claim and an explanation as to why such information is necessary; and

4. *Description of Claims Appeals Procedures* - a description of the Plan's appeals procedures and the time limits applicable for such procedures (such description will include a statement that you are eligible to bring a civil action in federal court under section 502 of ERISA to appeal any adverse decision on appeal).

Review Procedure

In the event your claim is denied, you have the right to appeal such denial. Your request for review must be made in writing, not later than 60 days after you receive a denial notice. Your request for review will be made to the Board of Trustees through the Fund Office. If your request for review is not made within the specified 60-day period, you will forfeit your right to further review.

As part of the review procedure, you or your beneficiary will have the following rights:

1. to have representation;

2. to submit written comments, documents, records and information relating to the claim (the Board of Trustees' review of your claim will take into account all written comments, documents, records and information that you submit, regardless if such items were submitted or considered in the initial claim determination); and

3. to request in writing access to copies (free of charge) of documents, records and other information relating to the claim.

Decisions on Review

A decision on review will be made at the next regularly scheduled meeting of the Board of Trustees following the Fund Office's receipt of your request for review, unless receipt of your request for review is received by the Fund Office within 30 days of the next regularly scheduled meeting. In such a case, the review will be made no later than the date of the second meeting following the Fund Office's receipt of your request for review. If special circumstances require an extension of time to review your claim, the Board of Trustees will render a decision no later than the third regularly scheduled meeting following receipt of your request for review. You will be notified in writing if an extension of time to review your claim is needed. If your claim is denied you will receive written notice of the denial and such notice will be written in a manner calculated to be understood by you and will contain the following information:

1. *Reason for the Denial* - the specific reason(s) for the denial;

2. *Reference to Plan Provisions* - reference to the specific Plan provision(s) on which the denial is based;

3. *Statement of Entitlement to Documents* - a statement that you are entitled to receive, upon request and free of charge, access to and copies of, all documents, records and other information that is relevant to your claim and/or appeal for benefits; and

4. *Statement of Right to Bring Action* - a statement that you are entitled to bring a civil action in federal court under section 502 of ERISA to pursue your claim for benefits.

In considering any claim for benefits or any request for review, the Board of Trustees shall have the discretionary authority to construe the terms of the Plan and Trust Agreement and to make eligibility determinations. Any construction or eligibility determination adopted by the Board of Trustees in good faith shall be binding upon the parties and shall not be disturbed by a court of law unless the Board of Trustees' determination was arbitrary or capricious.

Time Limit on Legal Proceedings

After exhausting the Plan's administrative claim process described above, you or your beneficiary may file a lawsuit regarding entitlement to benefits under the Plan or with respect to any aspect of the Plan. Any such legal action must be commenced within the earliest of the following dates:

1. 2 years of the receipt of a (A) distribution, (B) written statement regarding your benefits, or (C) denial of your claim;

2. 1 year from the time your benefit claims appeal is denied by the Board of Trustees; or

3. the date otherwise prescribed by the applicable law.

Any such lawsuit must be filed in the United States District Court for the District of Pennsylvania.

RECOVERY OF OVERPAYMENT

The Plan has the right to recover any mistaken payment, overpayment, or any payment made to any individual who was not eligible for that payment. Any overpayment creates a lien by agreement, and the Plan, or its designee, may withhold or offset future benefit payments, sue to recover any overpayment, or use any other lawful remedy to recoup any overpayment.

The Plan uses certain terms which have a specific meaning when used in the Plan. Wherever you see capitalized terms used in this SPD, please refer to this **Section 3-Definitions and General Plan Provisions**.

"Accrued Pension Benefit" means, at any given time, the sum of the amounts determined under **Section 7-Retirement Benefits** of this SPD.

"Annuity Starting Date" means the first day of the first period for which an amount is payable as an annuity, or in the case of a benefit not payable in the form of an annuity, the first day on which all events have occurred which entitle the Participant to such benefit.

"Benefit Service" means such service as is credited to a Participant as described in **Section 5-Benefit Service** of this SPD for purposes of determining the amount of his or her Accrued Pension Benefit.

Benefit Service for pre-participation periods will be credited to an Employee for continuous service with his or her then employer before the time such employer becomes a Contributing Employer as defined later in this **Section 3-Definitions and General Plan Provisions**, unless the crediting of such service is specifically denied by action of the Board of Trustees. In the event that the Employee's Contributing Employer completely or partially withdraws from the Plan and such Contributing Employer's withdrawal liability is eliminated as explained in the full Plan document, benefits accrued as a result of service with the Participant's Contributing Employer before the Contributing Employer had an obligation to contribute to the Plan will be lost.

"Board of Trustees" means those persons designated in accordance with the provisions of the Trust Agreement, as well as any successors, who will have authority to control and manage the operation and administration of the Plan and who will have the sole authority and discretion to manage and control the assets of the Trust.

"Break-in-Service" means:

1. for a Participant who is a Full-time Employee, a Plan Year during which such Full-time Employee is credited with 500 or fewer Hours of Service; and

2. for a Participant who is a Part-time Employee, a Plan Year during which such Part-time Employee is credited with 320 or fewer Hours of Service.

Note: For service before January 1, 1976, a Participant incurred a Break-in-Service if a Participant failed to earn credited service in the Plan for two or more consecutive calendar quarters.

Solely for the purpose of determining if a Break-in-Service has occurred, an Employee will be given credit for each hour which the Employee would have normally been credited, not to exceed 501 hours, if the Employee's absence is for one or more of the following reasons:

1. the Employee's pregnancy;

2. the birth of the Employee's child;

3. the adoption of a child by the Employee; and/or

4. the care of a child following birth or adoption.

No credit under the special maternity/paternity rule will be given unless you furnish the Plan Administrator with information satisfactory to the Board of Trustees to establish that the absence from work was for one or more of the reasons listed above, and the number of days for which there was such an absence.

For the purpose of determining if a Break-in-Service has occurred with respect to the crediting of Vesting Service, up to 501 Hours of Service will be credited to a Participant for each Plan Year:

1. during which he or she serves the Union as a full-time officer or employee;

2. during any period following the date of transfer to a job classification that is outside the scope of the Collective Bargaining Agreement but within the employ of his or her Contributing Employer; or

3. during any period of absence during which he or she is unable to work in the retail food industry due to a mental or physical disability, provided he or she had 5 or more years of Vesting Service immediately prior to the beginning of the period of absence.

No such credit will be given unless the Participant furnishes the Plan Administrator with the required documentation to establish his or her particular circumstances.

Please also see "Can I Lose Vesting and Benefit Service?" under **Section 8-Answers to Commonly Asked Questions.**

"Collective Bargaining Agreement" means the Collective Bargaining Agreement(s) in force and in effect from time to time between the Union and the employers and which obligates the employers to make contributions to the Fund on behalf of their Employees covered by the Collective Bargaining Agreement.

"Contributing Employer" means an employer in the retail food industry who has signed a Collective Bargaining Agreement(s) and/or amendments thereto and renewals thereof with the Union obligating itself to make contributions under the Plan and who is permitted by the Board of Trustees to participate in the Plan. The term "Contributing Employer" includes the Union and the Fund for the limited purpose of permitting Employees of the Unions and the Fund to participate in the Plan, upon approval and acceptance of a written binding agreement between a Union and/or the Fund with the Board of Trustees.

"Covered Service" means employment in a classification covered by a Collective Bargaining Agreement as defined above.

"Disability Retirement Date" means the first day of the 7th calendar month following the calendar month in which a Participant has at least 10 years of Vesting Service and has furnished evidence that he or she became totally and permanently disabled while in active employment with a Contributing Employer.

"Early Retirement Date" means the day a Participant has both attained at least age 55 and 10 or more years of Vesting Service.

"Employee" means any Employee of a Contributing Employer who is represented by one of the Unions and who is a member of a group for which a Union has negotiated a contribution to this Plan. The term "Employee" will also include Employees of one of the Unions and/or the Fund and/or Tri-State Administrators, Inc., if approved by the Board of Trustees, for whom the Unions and/or the Fund has obligated itself in writing to make contributions to the Trust.

"ERISA" means the Employee Retirement Income Security Act of 1974, as it may from time to time be amended.

"Full-time Employee" means an Employee, so defined by the Collective Bargaining Agreement under which he or she participates, who has completed a 30-day required probationary period, is regularly and continuously scheduled to work a 40 hour week and who is subject to specific pension benefit computation formulas as set forth in the Plan.

"Fund" means the United Food and Commercial Workers Union and Participating Food Industry Employers Tri-State Pension Fund.

"Hours of Service" will be credited to an Employee for each hour for which he or she:

1. is paid, or entitled to payment, for performance of duties for the Contributing Employer; or

2. is paid or entitled to payment by the Contributing Employer on account of a period of time during which no duties are performed due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty or leave of absence (not exceeding 501 hours)

   Note: For the purpose of determining the number of Hours of Service to be credited under (2) above:

   a. each Participant who is a Full-time Employee will be credited with 190 Hours of Service for each month for which he or she would be credited with at least 1 Hour of Service during any such period; and

   b. each Participant who is a Part-time Employee will be credited with 89 Hours of Service for each month for which he would be credited with at least 1 Hour of Service.

"Normal Retirement Date" means the later of the day the Participant attains age 65 or completes his or her 5th anniversary of his or her Plan participation commencement date.

"Original Employer Signatories" means those Contributing Employers who were the original employer signatories to the Trust Agreement dated October 13, 1958 and who have remained parties to such Trust Agreement.

"Participant" means any Employee who has become and remains a Participant in the Plan in accordance with the provisions of **Section 4-Participation**.

"Part-time Employee" means an Employee, so defined by the Collective Bargaining Agreement under which he or she participates, who has completed a 30-day required probationary period, is regularly scheduled to work, who is not a Full-time Employee and who is subject to specific pension benefit computation formulas as set forth in the Plan.

"Plan" means the United Food and Commercial Workers Union and Participating Food Industry Employers Tri-State Pension Plan.

"Plan Year" means a 12-month period beginning on any January 1 and ending on the following December 31.

"Qualified Military Service" means any period of time for which a Participant is absent for military service following the Participant's notification to the Contributing Employer of the need for such absence (unless such notification is precluded by military necessity), provided such Participant returns to employment while his or her right to reemployment is protected by law.

"Reciprocal Agreement" means the agreement(s) entered into by the Board of Trustees with the trustees of other funds (which provide retirement and pension benefits for Employees represented by one or more local unions for the purposes of collective bargaining) to recognize service generally for **vesting purposes only** for Employees who would not be vested for pension benefits because their years of covered employment have been divided between various employers and local union jurisdictions. In limited circumstances, Reciprocal Agreements may provide for recognizing service for other purposes under the Plan.

Note: When calculating your Accrued Pension Benefit, only Benefit Service earned under this Plan is used. Service recognized for vesting purposes under Reciprocal Agreements is not included in the calculation of your Accrued Pension Benefit.

"Related Plan" means a pension plan maintained by any fund which has entered into a Reciprocal Agreement with the Fund.

"Related Plan Vesting Service" means the amount of actual Vesting Service accumulated and maintained for an Employee under a Related Plan, but will be limited to include only service from employment under the Related Plan and will exclude any service considered for the purpose of vesting under the Related Plan by virtue of any other Reciprocal Agreement to which the Related Plan may be party. Related Plan Vesting Service will not include any service under the Related Plan by an Employee who is a Participant in either the Plan or the Related Plan as of May 1, 1987 and (a) on whose behalf no employer contribution to the Related Plan or the Plan was received after May 1, 1987, or (b) who had not accrued after May 1, 1987 (i) more than 1,000 Hours of Service under the Related Plan or (ii) more than 1,000 Hours of Service under the Plan.

"Special Early Retirement Date" means the day a Participant who had credit for Vesting Service before January 1, 1985 accrues 30 years of Vesting Service.

"Spouse" or **"Surviving Spouse"** means the person, regardless of gender, to whom a Participant was legally married either as of his or her Annuity Starting Date or, if the Participant dies prior to his or her Annuity Starting Date, throughout a period of at least 1 year ending on the date of the Participant's death, and who survives the Participant's death.

"Trust" means the assets of the Fund and earnings appreciation or additions thereon and thereto held by the Trustees for the uses and purposes set forth in the Plan.

"Trust Agreement" means the Agreement and Declaration of Trust as amended and restated effective January 1, 1976 by and between the Unions and the Employer Signatories, and as such has been and may from time to time be amended.

"Union" means Local Nos. 27, 152, 1360, and 1776 of the United Food and Commercial Workers Union, their successor or successors, or the successor or successors of either or any of the said locals resulting from combination, consolidation, merger, or otherwise.

"Vesting Service" means service credited to a Participant pursuant to **Section 6-Vesting Service** of this SPD for purposes of determining his or her right to a nonforfeitable interest in his or her Accrued Pension Benefit. Vesting service will be credited to an Employee for continuous service with his or her then employer during any period before the date on which such employer becomes a Contributing Employer unless the crediting of such service is specifically denied by the Trustees.

You will become a Participant on the first day of the month in which your Contributing Employer is required to make a contribution to the Plan on your behalf pursuant to the Collective Bargaining Agreement, but in no event later than one year from the date you begin employment with your Contributing Employer.

Probationary and Other Periods

If you become a Participant after completion of a probationary period, you will be deemed to have become a Participant during such probationary period. In this case, you will be deemed to have been a Participant during the period commencing on your date of hire by the Contributing Employer and ending on the date when your Contributing Employer is required to make a contribution on your behalf.

Participation Ends

You will remain an active Participant until you have experienced a one year Break-in-Service.

CALCULATION OF BENEFIT SERVICE BEFORE JANUARY 1, 1976

Benefit Service for service before January 1, 1976, in the case of Full-time Employees, and for service before January 1, 1977, in the case of Part-time Employees who were Participants on and after January 31, 1977, will be determined as follows:

(a) **Full-time Employee** - Benefit Service before January 1, 1976 will be based on credits earned for benefit purposes under the Plan as in effect on December 31, 1975.

(b) **Part-time Employee** - For service before January 1, 1977, you will be credited with a year of Benefit Service as a Part-time Employee for each 12-month period of service as a Part-time Employee within the period of time beginning on the date you most recently began continuous employment with a Contributing Employer and ending on December 31, 1976. For this purpose, one-twelfth of a year of service will be counted for each full month of such employment. However, no service will be credited if such service would have been disregarded under the rules of the Plan with respect to Breaks-in-Service as in effect from time to time.

CALCULATION OF BENEFIT SERVICE AFTER DECEMBER 31, 1975

Benefit Service for service after December 31, 1975, in the case of Full-time Employees, and for service after December 31, 1976, in the case of Part-time Employees, will be determined as follows:

(a) **Full-time Employee** - For all Plan Years beginning on or after January 1, 1976 in which you are a Participant, you will be credited with one year of Benefit Service for each Plan Year during which you have 1,800 or more Hours of Service. If, however, you have less than 1,800 Hours of Service during any Plan Year, your Benefit Service for such Plan Year will be a fraction of a year determined by dividing the number of your Hours of Service by 1,800.

(b) **Part-time Employee** - For all Plan Years beginning on or after January 1, 1977 in which you are a Participant, you will be credited with one year of Benefit Service for each Plan Year during which you have 800 or more Hours of Service. If, however, you have less than 800 Hours of Service during any Plan Year, your Benefit Service for such Plan Year will be a fraction of a year determined by dividing the number of your Hours of Service by 800.

BENEFIT SERVICE FOR SPECIFIC PERIODS OF ABSENCE

In addition to the Benefit Service earned above, you will receive Benefit Service during the following periods:

(a) Military Service - *Before December 12, 1994* - for periods of compulsory and certain voluntary service, not to exceed 4 years except pursuant to a Presidential Executive Order, provided you return to work with your employer within the period specified by law; and

On or after December 12, 1994 - for periods of Qualified Military Service; provided that the Employee returns to service while his or her reemployment rights are protected by law;

(b) Illness - for periods of not more than 18 consecutive months, which are properly reported to your employer and substantiated by a certificate of a physician approved by the Board of Trustees;

(c) Workers Compensation - for periods of absence before your retirement date of not more than 36 consecutive months where you are eligible for Workers Compensation benefits and unable to work in the retail food industry; and

(d) Probation - for periods for which you receive credit retroactively for service while you were a probationary Employee.

LOSS OF BENEFIT SERVICE

It may be possible for you to lose years of Benefit Service. See "Can I Lose Vesting and Benefit Service?" under **Section 8-Answers to Commonly Asked Questions** for a more complete description of common instances when you may lose Benefit Service.

Whether or not you have a nonforfeitable (vested) interest in your Accrued Pension Benefit under the Plan depends on the number of years of Vesting Service with which you are credited.

VESTING RULES

You will become fully (100%) vested in your Accrued Pension Benefit when you have (a) completed at least 5 years of Vesting Service (for Participants who earn an Hour of Service on or after January 1, 1999), and/or (b) attained your Normal Retirement Date while an active Participant.

Once you are fully vested, you may leave the employ of your employer without forfeiting your Accrued Pension Benefit. However, you may be required to satisfy certain age and service requirements before your Accrued Pension Benefit is payable. See **Section 7- Retirement Benefits** for a more complete explanation.

CREDITING OF VESTING SERVICE BEFORE JANUARY 1, 1976

Vesting Service for periods of service before January 1, 1976, in the case of Full-time Employees, and for periods of service before January 1, 1977, in the case of Part-time Employees, will be determined as follows:

(a) If you are a Full-time Employee who was a Participant on January 1, 1976, you will be given credit for a year of Vesting Service for each 12-month period of service completed between your date of hire and ending on December 31, 1975, whether such service was completed as a Full-time Employee or as a Part-time Employee. For this purpose one-twelfth of a year of service will be counted for each month of service; provided, however, that no service will be credited if such service would have been disregarded under the rules of the Plan with respect to Breaks-in-Service as in effect from time to time.

(b) If you are a Part-time Employee who was a Participant on January 1, 1977 or thereafter, you will be given credit for a year of Vesting Service for each 12-month period of service completed between your date of hire and ending on December 31, 1976, whether such service was completed as a Full-time Employee or a Part-time Employee. For this purpose one-twelfth of a year of service will be counted for each month of service; provided, however, that no service will be credited if such service would have been disregarded under the rules of the Plan with respect to Breaks-in-Service as in effect from time to time.

CREDITING OF VESTING SERVICE AFTER DECEMBER 31, 1975

Credit for Vesting Service for service after December 31, 1975, in the case of Full-time Employees, and for periods of service after December 31, 1976, in the case of Part-time Employees, will be determined as follows:

(a) If you are a Full-time Employee, for all Plan Years beginning on or after January 1, 1976, you will be credited with one year of Vesting Service for each Plan Year during which you have at least 1,000 Hours of Service.

(b) If you are a Part-time Employee, for all Plan Years beginning on or after January 1, 1977, you will be credited with one year of Vesting Service for each Plan Year during which you have at least 500 Hours of Service.

VESTING SERVICE FOR SPECIFIC PERIODS OF ABSENCE

You will receive Vesting Service during the following periods:

(a) Military Service –

Before December 12, 1994 - for periods of compulsory and certain voluntary service, not to exceed 4 years except pursuant to a Presidential Executive Order, provided you return to work with your employer within the period specified by law; and

On or after December 12, 1994 - for periods of Qualified Military Service; provided that the Employee returns to service while his or her reemployment rights are protected by law;

(b) Illness - for periods of not more than 18 consecutive months, which are properly reported to your employer and substantiated by a certificate of a physician selected by the Board of Trustees;

(c) Workers Compensation - for periods of absence of not more than 36 consecutive months where you are eligible for Workers Compensation benefits and unable to work in the industry; and

(d) Probation - for periods for which you receive credit retroactively for service while you were a probationary Employee.

RELATED PLAN VESTING SERVICE

You will be credited with Vesting Service which you have accrued under a Related Plan. Related Plan Vesting Service will not be counted as Vesting Service for purposes of the "Special Early Retirement Date" provision or the "Special Early Retirement Benefit" discussed under **Section 7-Retirement Benefits**. As of the date of termination of any Reciprocal Agreement, no further Related Plan Vesting Service will be credited as Vesting Service. However, you will not lose any Related Plan Vesting Service that has already been credited as Vesting Service. The Fund Office can answer any questions you have regarding the amount, if any, of the Related Plan Vesting Service to which you may be entitled under this Plan.

Related Plan Vesting Service will only be used to calculate the nonforfeitable portion of your Accrued Pension Benefit. Unless a particular Reciprocal Agreement provides differently, Related Plan Vesting Service will not be used to calculate your Accrued Pension Benefit or to satisfy the eligibility rules for any of the subsidized Early Retirement benefits described in Section 6-Retirement Benefits.

LOSS OF VESTING SERVICE

It may be possible for you to lose years of Vesting Service. See “Can I Lose Vesting and Benefit Service?” under **Section 8-Answers to Commonly Asked Questions** for a more complete description of the more common instances when you may lose Vesting Service.

IMPORTANT - Please be advised that each benefit calculation example in this Section 7-Retirement Benefits assumes that the Contributing Employer(s) with whom you earned credit for Benefit Service was paying the maximum contribution rate. Should your Contributing Employer not be obligated to contribute at a rate sufficient to fund these benefits, your actual benefit will be lower.

Regardless of any other Plan provisions, you will not be entitled to receive a pension benefit until your Contributing Employer has participated in and has made contributions to the Plan for a minimum of 24 calendar months.

To receive payment of your pension benefit, you, or your Surviving Spouse, must file an application for benefits on a form prescribed by the Board of Trustees. Except for benefits payable on or after your Normal Retirement Date, your delay in filing an application could result in a loss of certain benefit subsidies. So, don't delay filing your application.

From time to time you, or your Surviving Spouse, must supply any such additional information as the Board of Trustees may require to maintain eligibility for benefits.

If you satisfy the applicable requirements, you are eligible for certain retirement benefits under the Plan if you terminate employment at an **Early Retirement Date, Special Early Retirement Date**, your **Normal Retirement Date** or as of a **Disability Retirement Date**.

If you terminate your employment at any time after your Normal Retirement Date, you are retiring at a **Late Retirement Date**.

The Plan permits you to retire and receive benefits at a number of different times. Your Normal Retirement Date provides a fixed point of reference. All retirement benefits under the Plan are determined with reference to your Normal Retirement Date. (As described below, you may start before or after your Normal Retirement Date if you satisfy the requirements described below.)

DELAYED RETIREMENT APPLICATION

If you, or your Surviving Spouse, apply for benefits after your Normal Retirement Date, no payments will be made for any period for which benefits would have been made if you, or your Surviving Spouse, had made a timely application. However, your future benefit payments will be actuarially increased to reflect your delayed retirement. In the event that you, or your Surviving Spouse fails to apply to the Board of Trustees for benefits by the end of the calendar year in which you attain age 70½, or your Surviving Spouse fails to make application by December 31 of the calendar year in which you would have attained age 70½, your benefit payments will automatically begin no later than April 1 following the calendar year in which you attain age 70½.

SPECIAL DELAYED RETIREMENT RULE FOR DISABILITY

If you are entitled to Disability Retirement Benefits, your benefits will begin after the later of the date you file a complete Disability Retirement Application or the first day of the 7th calendar month following your Social Security Disability effective date. If you delay filing your application until you receive a Social Security Disability award, you will not be entitled to any payments before the date you file or an actuarial adjustment for such unpaid amounts. So, don't delay filing your application.

SPECIAL RULE FOR PARTICIPANTS WORKING BEYOND NORMAL RETIREMENT DATE

If you continue to work for a Contributing Employer after attaining your Normal Retirement Date, your benefit payments will be suspended. You will continue to accrue additional benefits. However, your benefits will not be actuarially adjusted to reflect your delayed retirement, nor will you be paid a lump sum to reflect the benefits that you would have received if you retired on your Normal Retirement Date. In the event that you continue working and fail to apply for benefits, the Board of Trustees will start benefit payments beginning on the April 1 following the calendar year in which you attain age 70½.

NORMAL RETIREMENT AMOUNT

The benefits described in this SPD apply to you if you are a Participant currently employed by an employer listed in the Appendix at the end of this SPD. If your employer is not listed in the Appendix, you may contact the Fund Office to determine whether you are due a benefit under the Plan.

The amount of your vested Accrued Pension Benefit payable to you at your Normal Retirement Date is based upon your years of Benefit Service earned as a Full-time and/or Part-time Participant, in an amount equal to the product of your years of Benefit Service times the following multipliers, as applicable (expressed in the form of a monthly benefit amount).

The current multipliers depend on the Alternative Benefit Schedule that your Employer and your Union have adopted. (Appendix B attached to this SPD identifies the Alternative Benefit Schedules that apply to affected Local Unions and Employers and the multipliers associated with each Schedule.)

Number of Benefit Service Years Earned	Full-time Multiplier	Part-time Multiplier
Between Date of Hire and December 31, 1993	$30.00	$16.00
On and after January 1, 1994 and before the earlier of December 31, 2006 or the date that you have thirty (30) years of Benefit Service	$40.00	$20.00
On and after the later of January 1, 1994 or the date that you have thirty (30) years of Benefit Service and on or before December 31, 2006	$50.00	$25.00
On and after January 1, 2007 and before the earlier of the date your Alternative Benefit Schedule accruals are effective or the date that you have thirty (30) years of Benefit Service	$36.00	$18.00
On and after the later of January 1, 2007 or the date that you have thirty (30) years of Benefit Service and on or before the date your Alternative Benefit Schedule accruals are	$45.00	$22.50

effective		
On and after the date your Alternative Benefit Schedule accruals are effective and before the date that you have thirty (30) years of Benefit Service	See applicable Alternative Benefit Schedule	See applicable Alternative Benefit Schedule
On and after the later of the date your Alternative Benefit Schedule accruals are effective or the date you have thirty (30) years of Benefit Service	See applicable Alternative Benefit Schedule	See applicable Alternative Benefit Schedule

Example 1:

Assume that a Participant leaves covered employment on January 1, 2012 with 12 years of Part-time Benefit Service and 16 years of Full-time Benefit Service earned during the following time periods.

Period of Service	**Part-time**	**Full-time**
Before December 31, 1993	7 years	3 years
January 1, 1994 to December 31, 2006	3 years	10 years
January 1, 2007 to December 31, 2009	1 year	2 years
On or after January 1, 2010	1 year	1 year

This Participant's Normal Retirement Benefit would be calculated as follows:

Years of Benefit Service for each Period		**Multiplier From Table**		**Monthly Accrued Benefit**
Before December 31, 1993 (including 3 full-time years before 1985)				
7 Part-time years	multiplied by	$16.00	=	$112.00
3 Full-time years	multiplied by	$30.00	=	$90.00
January 1, 1994 to December 31, 2006				
3 Part-time years	multiplied by	$20.00	=	$60.00
10 Full-time years	multiplied by	$40.00	=	$400.00
January 1, 2007 to December 31, 2009				
1 Part-time year	multiplied by	$18.00	=	$18.00
2 Full-time years	multiplied by	$36.00	=	$72.00
On or after January 1, 2010				
1 Part-time year	multiplied by	$16.20*	=	$16.20
1 Full-time year	multiplied by	$32.40*	=	$32.40

TOTAL MONTHLY ACCRUED NORMAL RETIREMENT BENEFIT	**=**	**$800.60**

*These amounts are for illustrative purposes only. See the applicable Alternative Benefit Schedule for the rates which apply to you.

SPECIAL EARLY RETIREMENT

In order to qualify for Special Early Retirement, you must no longer be working in the retail food industry in the geographic area covered by the Plan and you must have:

1. received credit for Vesting Service before January 1, 1985; and

2. at least 30 years of Vesting Service.

SPECIAL EARLY RETIREMENT AMOUNT

A Special Early Retirement pension benefit is calculated using the same formula as a Normal Retirement pension benefit, however, the benefit is reduced as follows:

1. The first $16.00 of your monthly Accrued Pension Benefit for full-time service and the first $9.00 of your monthly Accrued Pension Benefit for part-time service earned up to December 31, 1984, will be calculated without any actuarial reduction for payment before your Normal Retirement Date. This portion of the benefit is considered a subsidized Early Retirement.

2. The portion of your monthly Accrued Pension Benefit in excess of $16.00 for full-time service and $9.00 for part-time service earned up to December 31, 1984, as well as your entire benefit earned after December 31, 1984, will be reduced by a full actuarial reduction (see the following table) for each year between your Annuity Starting Date and age 65.

Please note that certain Local Unions and Employers have adopted Alternative Benefit Schedules under the Rehabilitation Plans which may affect the availability of the subsidized portion of this benefit. (Appendix B attached to this SPD identifies the Alternative Benefit Schedules that apply to affected Local Unions and Employers.) If the subsidy is eliminated or worn-away, then the entire benefit will be subject to a full actuarial reduction.

EARLY RETIREMENT AT AGE 55

In order to qualify for Early Retirement at age 55, you must no longer be working in the retail food industry in the geographic area covered by the Plan and you must have:

1. attained age 55; and

2. completed at least 10 years of Vesting Service.

EARLY RETIREMENT AMOUNT

An Early Retirement pension benefit is calculated using the same formula as a Normal Retirement pension benefit, however, the benefit is reduced as follows:

1. The first $16.00 of your monthly Accrued Pension Benefit for full-time service and the first $9.00 of your monthly Accrued Pension Benefit for part-time service earned up to December 31, 1984, will be reduced by 6% per year for each year between your Annuity Starting Date and age 62. This portion of the benefit is considered a subsidized Early Retirement.

2. The portion of your monthly Accrued Pension Benefit in excess of $16.00 for full-time service and $9.00 for part-time service earned up to December 31, 1984, as well as your entire benefit earned after December 31, 1984, will be reduced by a full actuarial reduction (see the following table) for each year between your Annuity Starting Date and age 65.

If you terminate your participation under the Plan before age 55, your Accrued Pension Benefit will have a full actuarial reduction applied (see the following table).

FULL ACTUARIAL REDUCTION TABLE

Age at Retirement	Reduction Factor	Age at Retirement	Reduction Factor
65	-	57	0.440
64	0.895	56	0.400
63	0.803	55	0.365
62	0.723	54	0.333
61	0.652	53	0.305
60	0.589	52	0.279
59	0.533	51	0.256
58	0.484	50	0.235

This is a partial table for example purposes only. The complete Table is available from the Fund Office and provides reduction factors for each month between actual retirement and age 65.

Please note that certain Local Unions and Employers have adopted Alternative Benefit Schedules under the Rehabilitation Plans which may affect the availability of the subsidized portion of this benefit. (Appendix B attached to this SPD identifies the Alternative Benefit Schedules that apply to affected Local Unions and Employers.) If the subsidy is eliminated or worn-away, then the entire benefit will be subject to a full actuarial reduction.

Example 2 (Assumes the subsidy continues):

Example 1 illustrated how the Normal Retirement pension benefit is calculated. In this example, we will illustrate how the Early Retirement pension benefit will be calculated if the Participant in Example 1 decides to retire at age 55 and receive an Early Retirement pension benefit. The $800.60 monthly Normal Retirement pension benefit calculated in Example 1 would be reduced to $302.54 as described below.

Because the Participant is retiring early and will be receiving a benefit for a longer period of time, the $30.00 multiplier, used in Example 1 for Benefit Service earned before January 1, 1985, is broken into two parts and reduced as follows:

1. $16.00 of the $30.00 full-time benefit is subject to a subsidized reduction, equal to one-half of one percent for each month before age 62, and

2. $14.00 of the $30.00 full-time benefit is subject to a full actuarial reduction, the factor for which is taken from the table above.

The entire Accrued Pension Benefit you earned on or after January 1, 1985 will be subject to a full actuarial reduction, the factor of which is taken from the table above, as set forth in this example.

Of course, if you were older there would be less of a reduction and the monthly Accrued Pension Benefit at Early Retirement would be higher.

Using the facts from Example 1, the Early Retirement Benefit is determined as follows:

Accrued Pension Benefit	**Example 1 Unreduced**		**Reduction Factor**		**Early Retirement Benefit**
Benefit earned before 1985:					
3 Years of Benefit Service at $16.00	$48.00	x	0.580*	=	$27.84
3 Years of Benefit Service at $14.00	$42.00	x	0.365**	=	$15.33
Benefit earned 1985 to 1993:					
7 Years of Benefit Service at $16.00 0 Years of Benefit Service at $30.00	$112.00	x	0.365**	=	$40.88
Benefit earned 1994 to 2006:					
3 Years of Benefit Service at $20.00 10 Years of Benefit Service at $40.00	$460.00	x	0.365**	=	$167.90
Benefit earned 2007 to 2009					
1 Year of Benefit Service at $18.00 2 Years of Benefit Service at $36.00	$90.00	x	0.365**	=	$32.85
Benefit earned on or after 2010:					
1 Year of Benefit Service at $16.20 1 Year of Benefit Service at $32.40	$48.60	x	0.365**	=	$17.74
Normal Retirement	**$800.60**		**Early Retirement**		**$302.54**

* Age 55 is 84 months before age 62, thus 1 - (.005 per month x 84 months) = .580

** .365 is taken from the Full Actuarial Reduction Table, as reduced for age 55.

Example 3 (Assumes the subsidy is eliminated):

This is the same as Example 2 except that the subsidized reduction is no longer available. As in Example 2, we assume that the Participant in Example 1 decides to retire at age 55 and receive an Early Retirement pension benefit. The $800.60 monthly Normal Retirement pension benefit calculated in Example 1 would be reduced to $292.22 as described below.

Since the subsidy is no longer available, the entire Accrued Pension Benefit you earned will be subject to a full actuarial reduction, the factor of which is taken from the table above, as set forth in this example.

Of course, if you were older there would be less of a reduction and the monthly Accrued Pension Benefit at Early Retirement would be higher.

Using the facts from Example 1, the Early Retirement Benefit is determined as follows:

Accrued Pension Benefit	**Example 1 Unreduced**		**Reduction Factor**		**Early Retirement Benefit**
Benefit earned before 1985:					
3 Years of Benefit Service at $16.00	$48.00	x	0.365*	=	$17.52
3 Years of Benefit Service at $14.00	$42.00	x	0.365*	=	$15.33
Benefit earned 1985 to 1993:					
7 Years of Benefit Service at $16.00 0 Years of Benefit Service at $30.00	$112.00	x	0.365*	=	$40.88
Benefit earned 1994 to 2006:					
3 Years of Benefit Service at $20.00 10 Years of Benefit Service at $40.00	$460.00	x	0.365*	=	$167.90
Benefit earned 2007 to 2009					
1 Year of Benefit Service at $18.00 2 Years of Benefit Service at $36	$90.00	x	0.365*	=	$32.85
Benefit earned on or after 2010:					
1 Year of Benefit Service at $16.20 1 Year of Benefit Service at $32.40	$48.60	x	0.365*	=	$17.74
Normal Retirement	**$800.60**		**Early Retirement**		**$292.22**

* .365 is taken from the Full Actuarial Reduction Table, as reduced for age 55.

EARLY RETIREMENT "SPECIAL RULE OF 90"

In some instances, if you are an active Participant on or after the Appendix H Effective Date as set forth in the Plan and the sum of your attained age and years of Benefit Service equals or exceeds 90, you will be eligible to retire and receive an Accrued Pension Benefit without any actuarial reduction for payment before your Normal Retirement Date. However, certain Local Unions and Employers have adopted Alternative Benefit Schedules under the Rehabilitation Plans which may affect the availability of this benefit (Appendix B attached to this SPD identifies the Alternative Benefit Schedules that apply to affected Local Unions and Employers). You can contact the Fund Office to determine if this benefit is available to you.

Example 4:

You are age 63 and you have completed 46.27 years of Full-Time Service.

Period of Employment	Full-Time Service
Before 1994	28.740
From 1994 to 2006	13.000
From 2007 to 2009	3.000
On or After 2010	1.530
Total	**46.270**

In this example, the Rule of 90 early retirement benefit is calculated as follows:

1. Benefit Service Before 1994

Full-Time	28.74 years	x	$30.00	=	$862.20

2. Benefit Service From 1994 to 2006 for Total Service Under 30 Years

Full-Time	1.26 years	x	$40.00	=	$50.40

3. Benefit Service From 1994 to 2006 for Total Service Over 30 Years

Full-Time	11.74 years	x	$50.00	=	$587.00

4. Benefit Service From 2007 to 2009 for Total Service Under 30 Years

Full-Time	0.00 years	x	$36.00	=	$0.00

5. Benefit Service From 2007 to 2009 for Total Service Over 30 Years

Full-Time	3.00 years	x	$45.00	=	$135.00

6. Benefit Service on or After 2010 for Total Service Under 30 Years

Full-Time	0.00 years	x	$32.40*	=	$0.00

7. Benefit Service on or After 2010 for Total Service Over 30 Years

Full-Time	1.53 years	x	$40.50*	=	$61.97

8. Total Monthly Benefit: (1) + (2) + (3) + (4) + (5) + (6) + (7) = $1,696.57

*These amounts are for illustrative purposes only. See the applicable Alternative Benefit Schedule for the rates which apply to you.

DISABILITY RETIREMENT BENEFIT

Please keep in mind that certain Local Unions and Employers have adopted Alternative Benefit Schedules under the Rehabilitation Plans which may affect the availability of the Disability Retirement Benefit described below (Appendix B attached to this SPD identifies the Alternative Benefit Schedules that apply to affected Local Unions and Employers). You can contact the Fund Office to determine if this benefit is available to you.

If you qualify for a disability benefit under the Federal Social Security Act, you will meet the Plan's definition of being "totally and permanently disabled."

You may retire on your Disability Retirement Date if you have become "totally and permanently disabled" while in active employment with your Contributing Employer and you have:

1. at least 10 years of Vesting Service,

2. furnished a completed application including evidence satisfactory to the Trustees of the existence of your "total and permanent disability," and

3. reached age 50.

If you retire on your Disability Retirement Date, you will be entitled to a Disability Retirement Benefit calculated using the same formula as a Normal Retirement Benefit. Your Disability Retirement Benefit will not be actuarially reduced.

Your Disability Retirement Benefits will begin effective <u>the first day of the 7th month following the effective date of your Social Security Disability Award</u> provided that you have an application on file with the Pension Fund Office and are not receiving weekly Disability Benefits from the Tri-State Health and Welfare Fund or a related fund.

If you delay filing your application for a Disability Retirement Benefit, your Disability Retirement Date will be the first of the month following the date on which you file an application. You will not be entitled to any payments before the date you file an application. So, don't delay filing your application for a Disability Retirement Benefit.

Your Disability Retirement Benefit will end as of the first day of the month following the earlier of:

1. your death;

2. the date on which you cease to be eligible for Social Security disability benefits; or

3. the date you reach your Normal Retirement Date.

If your eligibility to receive a Disability Retirement Benefit ends, you will be entitled to receive a Normal or Early Retirement Benefit, as the case may be, provided you then fulfill the necessary requirements for such benefit.

In the event you are "totally and permanently disabled" and you die before filing an application, your Surviving Spouse may be entitled upon application to receive the Pre-retirement Spouse Benefit described below.

In the event you are "totally and permanently disabled" and you die after filing an application, but before it is approved, your Surviving Spouse will be entitled to receive the 60% Survivor Benefit described below.

DEFERRED VESTED PENSION

If you stop working in employment covered by the Plan after you have completed at least five years of Vesting Service, you are qualified for a Deferred Vested Pension. Your "Deferred Vested Pension" will ordinarily begin on your Normal Retirement Date. However, you may receive your Deferred Vested Pension at any time on or after your 55th birthday if you completed at least 10 years of Vesting Service when you stopped working in covered employment. Your pension will otherwise be paid as described in **Section 7-Retirement Benefits**. The amount of your Deferred Vested Pension is calculated using the same formula as a

Normal Retirement Benefit, actuarially reduced to reflect your Annuity Starting Date before age 65.

PRERETIREMENT SURVIVING SPOUSE BENEFITS UPON DEATH OF VESTED PARTICIPANTS

If you are in Covered Service and you die after you are vested, but before your Annuity Starting Date, your Surviving Spouse will be entitled to a survivor benefit if he or she was legally married to you for a period of at least 1 year ending on the date of your death. Your Surviving Spouse must also be alive at the time of your death.

WHEN THIS BENEFIT WILL BEGIN

The Preretirement pension benefit for your Surviving Spouse will begin on the first of the month following the date of your death, provided that at your death one of the following requirements is satisfied:

1. you have reached the later of (A) age 65 or (B) the 5th anniversary of Plan participation;

2. you are at least age 55 and have completed at least 10 years of Vesting Service;

3. you have at least 30 years of Vesting Service;

4. the sum of your attained age and years of Benefit Service equals or exceeds 90;

5. you had at least 10 years of Vesting Service prior to your death; or

6. you had at least 5 years of Vesting Service and earned an Hour of Service on or after January 1, 1999.

AMOUNT OF THIS SURVIVOR BENEFIT

Your Surviving Spouse will be entitled a "Survivor Benefit." Your Survivor Benefit is an amount equal to 60% of the monthly Accrued Pension Benefit that you would have been entitled to receive if you had retired on the later of the date of your death, or the earliest date on which you were eligible to retire under the Plan. To determine your Survivor Benefit, your monthly Accrued Pension Benefit is calculated based upon the benefit rates in effect when your last Benefit Service was earned and reduced to reflect:

1. that payments will begin before your 65th birthday, if applicable, provided that you would not have been entitled to a subsidized early retirement benefit; and

2. that a post-retirement survivor benefit may be paid to your Surviving Spouse upon your death. The amount of this reduction depends on the difference in age between you and your Surviving Spouse.

If you and your spouse have not been married for a period of at least one year as of the date of your death, your spouse will not be entitled to any survivor benefits.

BENEFITS UPON RETIREMENT OF VESTED PARTICIPANTS

FORMS OF PAYMENT

Normal Forms of Payment

There are two normal forms of benefit payments. If you are unmarried when your payments commence, your benefit will be automatically paid in the form of a Single Life Annuity. Under the Single Life Annuity, 100% of your Accrued Pension Benefit will be paid to you in equal monthly payments for your lifetime, and when you die, no additional monthly benefits are payable.

If you are legally married when your payments commence, your benefit will be paid in the form of a Joint and 60% Survivor Annuity. A Joint and 60% Survivor Annuity means your pension benefit will be actuarially reduced for your lifetime, and when you die, 60% of that reduced amount will be paid to your Surviving Spouse for his or her lifetime.

However, if your Spouse dies before you, the monthly amount paid to you will be increased to the unreduced amount that would have been payable to you if your benefit was paid as a Single Life Annuity, provided you make a written application to the Trustees for such increase with proof of your Spouse's death. The effective date of the increased payments will be the later of:

1. the first day of the month following the month in which the Spouse dies, or

2. the first day of the month following the month in which you submit a written application which is approved by the Trustees.

Optional Forms of Payment

Depending upon your personal situation, you may wish to waive the normal form of payment and receive your benefit according to one of the options described below. If you are married on your Annuity Starting Date, your Spouse **MUST** consent in writing to reject the Surviving Spouse benefit. Your Spouse must sign the consent in the presence of a Notary Public or a Plan Representative. Your Spouse's consent is not needed if you can demonstrate to the satisfaction of the Board of Trustees that (1) you cannot locate your Spouse, (2) you have been abandoned by your Spouse, or (3) you are legally separated from your Spouse and have a court order to that effect.

You will have the right to elect to take your pension benefit in:

1. A Joint and 75% Survivor Annuity, in which case your pension benefit is reduced during your lifetime to provide 75% of that reduced amount to your Surviving Spouse when you die. If your Spouse dies before you, the monthly amount paid to you will be increased to the Single Life Annuity amount. *Your Spouse does not need to consent to this form of payment.*

2. A Joint and 100% Survivor Annuity, in which case your pension benefit is reduced during your lifetime to provide the same benefit to your Surviving Spouse when you die. If your Spouse dies before you, the monthly amount paid to you will be increased to the

Single Life Annuity amount. *Your Spouse does not need to consent to this form of payment.*

3. A Single Life Annuity, in which case your pension is not reduced during your lifetime but, if your Spouse survives you, he or she receives no pension benefit after your death. If you are married at the time benefits begin, your Spouse must consent to your election of the Single Life Annuity.

4. A Ten-Year Certain and Life Annuity Option, under which you will receive monthly benefit payments for as long as you live. If you die before receiving 120 payments, monthly payments will continue to your designated beneficiary or beneficiaries until a total of 120 monthly payments have been paid. If you are married at the time benefits begin, your Spouse must consent to your election of the Ten-Year Certain and Life Annuity Option.

Such election must be submitted to the Trustees in writing 180 days before your pension is to begin. You may not change your election once you begin receiving pension benefits.

Joint and Survivor Example:

Normal Single Life Annuity	Survivor Option Selected	Survivor Factor*	Joint & Survivor Benefit, Participant and Spouse Alive	Benefit to Spouse, upon Death of Participant	Benefit to Participant, upon Death of Spouse
$556.80	60%	.879	$489.43	$293.66	$556.80
$556.80	75%	.853	$474.95	$356.21	$556.80
$556.80	100%	.813	$452.68	$452.68	$556.80

* This factor is from an actuarial table which is based on the ages of the Employee and Spouse at retirement. Their ages in this example are 67 and 65, respectively.

AGE 70½ RULE

Generally, the Plan provides that the distribution of your Accrued Pension Benefit must begin no later than the April 1 of the calendar year following the later of:

1. the calendar year in which you attain age 70½; or

2. if you attained age 70½ before January 1, 1988, the calendar year in which you retired, or, if sooner, the year in which you elect to commence receiving benefit payments.

If you are still working in Covered Service after the date in which you reach age 70½, your benefit will not be suspended.

If you die before payment of your Accrued Pension Benefit begins, any death benefits payable to your Surviving Spouse must begin no later than December 31 of the year following the year of your death.

LOSS OF BENEFITS

Your benefits may be lost, reduced or suspended in the following circumstances:

- Your Contributing Employer withdraws from the Plan prior to participating in and making contributions to the Plan for a minimum of 24 calendar months;
- Your employment terminates for any reason before you have a vested interest in your Accrued Pension Benefit;
- You or your beneficiary do not provide the Plan with your most recent address and you or your beneficiary cannot be located at the time benefits are scheduled to commence (In such case, the benefit will be reinstated if you or your beneficiary are located within 20 years. A retroactive lump sum payment will be made, unadjusted for earnings and losses. With respect to Participants, the reinstated benefit will be actuarially adjusted.);
- You or your beneficiary fail to make a proper application for benefits or fail to provide necessary information;
- You die before becoming vested and are not eligible for the death benefits described above;
- Benefits may be suspended due to periods of reemployment (see "**Special Rule For Participants Working Beyond Normal Retirement Date**" above and the discussion entitled "**May I work and still collect my pension (suspension of benefits)?**" in **Section 8** ("**Answers to Commonly Asked Questions**") below);
- Under some of the forms of payment, the portion of your Accrued Pension Benefit paid to you will be reduced to permit payments to your beneficiary after your death;
- If you retire or otherwise terminate employment before you reach your Normal Retirement Date, the amount of your Accrued Pension Benefit will only take into account your years of Benefit Service at the time of your termination from employment;
- Benefits paid to you before you reach your Normal Retirement Date may be reduced to account for the early payment of benefits;
- If you terminated employment and received a lump sum distribution of your Accrued Pension Benefit, and you later return to employment with a Contributing Employer but do not repay that distribution (plus interest) to the Plan, your pension will be reduced;
- Disability Retirement Benefits cannot be paid until you complete a timely application. You will not receive retroactive payments and will forfeit any benefits for which you might have been eligible had you applied earlier;

- If the Trust Fund created to provide benefits is underfunded and the benefits are not otherwise covered by insurance offered by and purchased from the PBGC (see "**Pension Benefit Guaranty Corporation**" above);
- Benefits may also be reduced or lost due to limitations under the Code, the imposition of income, penalty and excise taxes, a tax lien or the application of a qualified domestic relations order.
- Benefits may be reduced to avoid or delay the date of insolvency.

AMENDMENT AND TERMINATION OF THE PLAN

The Board of Trustees reserves the right to amend the Plan. Except where approved by the government or by law, the rights of Participants, pensioners, and beneficiaries cannot be adversely affected by any amendment.

While the Trustees hope the Plan will continue indefinitely, the Trustees do have the right to terminate the Plan in accordance with the Trust Agreement between the Union and the Contributing Employers.

If the Plan is terminated, you will not accrue any further benefit under the Plan. However, the benefit that you have already accrued will become vested to the extent there are sufficient assets in the Trust Fund to pay them.

What is the basic difference between Vesting Service and Benefit Service?

Vesting Service is used to determine whether you qualify for a nonforfeitable ("vested") benefit. You will become fully (100%) vested in your Accrued Pension Benefit when you have completed at least 5 years of Vesting Service or attained your Normal Retirement Date while an active Participant.

Benefit Service is the number of years of service used to calculate your Accrued Pension Benefit. Your years of Vesting Service and Benefit Service may not be the same because the Plan's requirements for earning Vesting Service are more lenient than the requirements for earning a year of Benefit Service. For example, you could have 10 years of Vesting Service but only 7 years of Benefit Service.

Vesting Service makes you eligible for an Accrued Pension Benefit and Benefit Service is what determines the amount of your Accrued Pension Benefit.

Can I lose Vesting and Benefit Service?

Yes, under certain situations as described below:

<u>For the period January 1, 1976 through December 31, 1986</u>, you will lose your Benefit Service and Vesting Service in the Plan if you have less than 10 years of Vesting Service and the number of consecutive one year Breaks-in-Service equals or exceeds your total years of Vesting Service.

Example: If you have 5 years of Vesting Service, and you have 3 consecutive one year Breaks-in-Service, you will not lose your Vesting Service and Benefit Service before the Break-in-Service.

However, if you have 5 years of Vesting Service, and you have 5 or more consecutive one year Breaks-in-Service, you <u>will lose</u> all years of Vesting Service and Benefit Service before the Break-in Service.

<u>For the period after January 1, 1987</u>, you will lose your Benefit and Vesting Service in the Plan if you earned an Hour of Service on or after January 1, 1987, you are not vested, and the number of consecutive one year Breaks-in-Service equals or exceeds the greater of:

1. 5 years, or

2. the total of your previous years of Vesting Service.

Example: If you have 3 years of Vesting Service, and you have 4 consecutive one year Breaks-in-Service, you will not lose your years of Vesting or Benefit Service because your Breaks-in-Service did not equal or exceed 5 years even though your Break exceeded your years of Vesting Service.

Once you are vested, you cannot lose your years of Vesting Service and Benefit Service.

Can my pension benefit be paid to anyone else?

Yes, pension benefits may be paid in accordance with the requirements of a Qualified Domestic Relations Order (QDRO). However, benefits may not be payable with respect to a former Spouse or dependent child until you have attained the earliest retirement date under the Plan even if you have not retired.

Is my pension benefit subject to federal withholding income tax?

Maybe. Under the requirements of the law, the Plan will automatically deduct an amount of federal income tax from each pension benefit that is at least the minimum amount for such deduction to be made, UNLESS you direct the Fund in writing either:

1. not to withhold any tax amount; or

2. to withhold some other specific amount you have chosen.

Whether or not you have tax withheld, your pension benefit is reportable to the IRS as income.

Effective for "eligible rollover distributions" made after January 1, 1993, there will be an automatic mandatory withholding of 20% of any qualified payments made from the Plan which are not rolled over into another qualified Plan (see "Optional Direct Rollover" under **Section 7-Retirement Benefits**). The Plan Administrator will inform you if any payments are subject to this withholding.

Does my pension benefit cancel or reduce my Social Security benefit?

No, you are entitled to both your pension and the Social Security benefits which you have earned during your working life.

May I work and still collect my pension (suspension of benefits)?

Under certain conditions, after you retire under the Plan, you are free to find work in another industry without jeopardizing your pension, unless you are receiving a Disability Retirement Benefit and you lose your eligibility for Social Security disability before age 65 in which case your Disability Retirement Benefit will stop.

YOU MUST NOTIFY THE FUND OFFICE IF YOU RETURN TO WORK: 1. IN THE RETAIL FOOD INDUSTRY, WHETHER UNION OR NON-UNION, WITHIN 30 DAYS AFTER STARTING SUCH EMPLOYMENT; 2. IF YOU RETURN TO WORK AFTER RECEIVING A DISABILITY RETIREMENT BENEFIT; OR 3. YOU USE YOUR ELIGIBILITY FOR SOCIAL SECURITY DISABILITY BEFORE AGE 65. The Fund Office will determine if you are eligible to continue receiving a pension benefit.

If you obtain work in the retail food industry in the geographical area covered by the Plan, whether union or non-union, your pension from the Plan will be suspended for any month in which you worked or were paid for at least 40 hours. If you are 65 or older, this restriction will only apply if you obtain work in the same job classification in which you worked as a Participant in the Plan. You can work in the retail food industry (including a job classification which you held while you were an active Participant in the Plan if you are 65 or older) for up to and including 39 hours per month worked or paid and still receive your pension benefit from the Plan.

If you are 65 or older, you may work an unlimited number of hours in a month in the retail food industry in a capacity or job classification which you did not hold while you were an active Participant in the Plan and still receive your pension benefit from the Plan.

Benefits following suspension are determined as follows:

(a) The monthly amount of pension when resumed will be the same monthly amount as you received before the suspension; provided, however, that the amount will be adjusted to reflect your pension accrual based on your reemployment, changes (if any) in the Plan specifically applicable to you adopted after you first retired, and any offset because of prior overpayment. This amount will be adjusted to reflect any survivor's pension option or any optional form of benefit which you elect.

    Benefit increases or adjustments which became effective after your initial retirement will not be extended, nor will such increases or adjustments be included in your benefit payments, except as may be provided by other provisions of the Plan.

    If you return to work and do not earn one year of Benefit Service after such reemployment, your pension amount will not be recalculated to include additional credited service when you again retire.

(b) A Joint and Survivor Annuity in effect immediately before suspension of benefits and any other benefit following your death will remain effective if your death occurs while your benefits are suspended. If you have returned to Covered Service and accrue Hours of Service, you will not be entitled to a new election as to the Joint and Survivor Annuity or any other form of benefit unless after your return, you had sufficient service to earn at least 2 consecutive years of Benefit Service.

In any event, you must begin receiving your benefits no later than April 1 of the calendar year following the calendar year you attain age 70½, if you are no longer working in Covered Service. Please refer to **Section 7-Retirement Benefits** for more information.

UNITED FOOD AND COMMERCIAL WORKERS UNION AND PARTICIPATING FOOD INDUSTRY EMPLOYERS TRI-STATE PENSION PLAN

SUMMARY PLAN DESCRIPTION

APPENDIX A

Participating Employers

EMPLOYER	LOCAL
Acme Markets, Inc.	27
Acme Markets, Inc.	152
Local 152	152
Murphy's Market By The Sea	152
Acme Markets, Inc.	1360
Local 1360	1360
MURPHY'S MARKET	1360
Roebling Town Foods/Avon Foods	1360
Acme Markets, Inc.	1776
Local 1776	1776
Local 1776 Federal Credit Union	1776
Shop N Bag – Dreshertown	1776

UNITED FOOD AND COMMERCIAL WORKERS UNION AND PARTICIPATING FOOD INDUSTRY EMPLOYERS TRI-STATE PENSION PLAN

SUMMARY PLAN DESCRIPTION

APPENDIX B

Rehabilitation Plans Applicable to Participating Employers

EMPLOYER	LOCAL	REHABILITATION PLAN
Acme Markets, Inc.	27	2008 Rehabilitation Plan - Alternative Benefit Schedule 7
Local 152	152	2008 Rehabilitation Plan - Alternative Benefit Schedule 2
Acme Markets, Inc.	152	2008 Rehabilitation Plan - Alternative Benefit Schedule 7
Murphy’s Market by the Sea	152	2010 Rehabilitation Plan - Alternative Benefit Schedule 3
Local 1360	1360	2008 Rehabilitation Plan - Alternative Benefit Schedule 4
Murphy's Market	1360	2008 Rehabilitation Plan - Alternative Benefit Schedule 6
Roebling Town Foods/Avon Foods	1360	2008 Rehabilitation Plan - Alternative Benefit Schedule 10
Acme Markets, Inc.	1360	2008 Rehabilitation Plan - Alternative Benefit Schedule 9
Acme Markets, Inc.	1776	2008 Rehabilitation Plan - Alternative Benefit Schedule 2
Local 1776	1776	2008 Rehabilitation Plan - Alternative Benefit Schedule 2
Local 1776 Federal Credit Union	1776	2008 Rehabilitation Plan - Alternative Benefit Schedule 2
Shop N Bag Dreshertown	1776	2008 Rehabilitation Plan - Alternative Benefit Schedule 2

UNITED FOOD AND COMMERCIAL WORKERS UNION
AND PARTICIPATING FOOD INDUSTRY EMPLOYERS
TRI-STATE PENSION PLAN

SUMMARY PLAN DESCRIPTION SUPPLEMENT

Participants Covered by the
2008 Rehabilitation Plan

Alternative Benefit Schedule 2

If you die after December 31, 2009, no post-retirement death benefits will be payable. In addition, beginning January 1, 2010, future benefit accrual rates will be as follows:

Years of Applicable Service	Full-time Employees	Part-time Employees	All other Employees
0 – 30 years	$32.40 per month per year of service	$16.20 per month per year of service	$16.20 per month per year of service
30 years and over	$40.50 per month per year of service	$20.25 per month per year of service	$20.25 per month per year of service

If you become disabled after December 31, 2009, disability pension benefits will only be available if you became totally and permanently disabled after reaching age 50. The Rule of 90 benefit and all other early retirement subsidies will be available if you met the eligibility requirements for these benefits and retired before January 1, 2010. If you retire after December 31, 2009, these benefits will be worn-away beginning January 1, 2010.

UNITED FOOD AND COMMERCIAL WORKERS UNION
AND PARTICIPATING FOOD INDUSTRY EMPLOYERS
TRI-STATE PENSION PLAN

SUMMARY PLAN DESCRIPTION SUPPLEMENT

Participants Covered by the
2008 Rehabilitation Plan

Alternative Benefit Schedule 4

If you die or become disabled after December 31, 2009, no disability or post-retirement death benefits will be payable. In addition, beginning January 1, 2010, future benefit accrual rates will be as follows:

Years of Applicable Service	Full-time Employees	Part-time Employees	All other Employees
0 – 30 years	$32.40 per month per year of service	$16.20 per month per year of service	$16.20 per month per year of service
30 years and over	$40.50 per month per year of service	$20.25 per month per year of service	$20.25 per month per year of service

The Rule of 90 benefit will be eliminated if you retire after December 31, 2009; however, all other early retirement subsidies will remain in effect.

**UNITED FOOD AND COMMERCIAL WORKERS UNION
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TRI-STATE PENSION PLAN**

SUMMARY PLAN DESCRIPTION SUPPLEMENT

**Participants Covered by the
2008 Rehabilitation Plan**

<u>Alternative Benefit Schedule 5</u>

If you die or become disabled after June 30, 2010, no disability or post-retirement death benefits will be payable. In addition, beginning February 1, 2010, future benefit accrual rates will be as follows:

Years of Applicable Service	Full-time Employees	Part-time Employees	All other Employees
0 – 30 years	$18.00 per month per year of service	$9.00 per month per year of service	$9.00 per month per year of service
30 years and over	$22.50 per month per year of service	$11.25 per month per year of service	$11.25 per month per year of service

The Rule of 90 benefit and all other early retirement subsidies will be available if you satisfy the eligibility requirements for these benefits and retire before July 1, 2010. If you retire after June 30, 2010, these benefits will be worn-away beginning July 1, 2010.

The benefit reductions described above will be adjusted by the Plan actuary if these changes are put in place after January 1, 2010.

**UNITED FOOD AND COMMERCIAL WORKERS UNION
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TRI-STATE PENSION PLAN**

SUMMARY PLAN DESCRIPTION SUPPLEMENT

**Participants Covered by the
2008 Rehabilitation Plan**

Alternative Benefit Schedule 6

If you die or become disabled after June 30, 2010, no disability or post-retirement death benefits will be payable. In addition, beginning February 1, 2010, future benefit accrual rates will be as follows:

Years of Applicable Service	Full-time Employees	Part-time Employees	All other Employees
0 – 30 years	$10.80 per month per year of service	$5.40 per month per year of service	$5.40 per month per year of service
30 years and over	$13.50 per month per year of service	$6.75 per month per year of service	$6.75 per month per year of service

The Rule of 90 benefit and all other early retirement subsidies will be eliminated if you retire after June 30, 2010.

The benefit reductions described above will be adjusted by the Plan actuary if these changes are put in place after January 1, 2010.

UNITED FOOD AND COMMERCIAL WORKERS UNION AND PARTICIPATING FOOD INDUSTRY EMPLOYERS TRI-STATE PENSION PLAN

SUMMARY PLAN DESCRIPTION SUPPLEMENT

Participants Covered by the 2008 Rehabilitation Plan

Alternative Benefit Schedule 7

If you die after February 10, 2010, no post-retirement death benefits will be payable. In addition, beginning February 1, 2010 future benefit accrual rates will be as follows:

Years of Applicable Service	Full-time Employees	Part-time Employees	All other Employees
0 – 30 years	$32.40 per month per year of service	$16.20 per month per year of service	$16.20 per month per year of service
30 years and over	$40.50 per month per year of service	$20.25 per month per year of service	$20.25 per month per year of service

If you become disabled after February 10, 2010, disability pension benefits will only be available if you became totally and permanently disabled after reaching age 50. The Rule of 90 benefit and all other early retirement subsidies will be available if you satisfy the eligibility requirements for these benefits and retire before July 1, 2010. If you retire after June 30, 2010, these benefits will be worn-away beginning July 1, 2010.

The benefit reductions described above will be adjusted by the Plan actuary if these changes are put in place after January 1, 2010.

UNITED FOOD AND COMMERCIAL WORKERS UNION
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SUMMARY PLAN DESCRIPTION SUPPLEMENT

Participants Covered by the
2008 Rehabilitation Plan

<u>Alternative Benefit Schedule 8</u>

If you die or become disabled after February 10, 2010, no disability or post-retirement death benefits will be payable. Further, effective February 1, 2010 future benefit accrual rates will be as follows:

Years of Applicable Service	Full-time Employees	Part-time Employees	All other Employees
0 – 30 years	$18.00 per month per year of service	$9.00 per month per year of service	$9.00 per month per year of service
30 years and over	$22.50 per month per year of service	$11.25 per month per year of service	$11.25 per month per year of service

The Rule of 90 benefit will be eliminated if you retire after February 10, 2010; however, all other early retirement subsidies will remain in effect.

The benefit reductions described above will be adjusted by the Plan actuary if these changes are put in place after January 1, 2010.

UNITED FOOD AND COMMERCIAL WORKERS UNION AND PARTICIPATING FOOD INDUSTRY EMPLOYERS TRI-STATE PENSION PLAN

SUMMARY PLAN DESCRIPTION SUPPLEMENT

Participants Covered by the
2008 Rehabilitation Plan

Alternative Benefit Schedule 9

If you die or become disabled after June 30, 2010, no disability or post-retirement death benefits will be payable. Further, effective April 1, 2010 future benefit accrual rates will be as follows:

Years of Applicable Service	Full-time Employees	Part-time Employees	All other Employees
0 – 30 years	$10.80 per month per year of service	$5.40 per month per year of service	$5.40 per month per year of service
30 years and over	$13.50 per month per year of service	$6.75 per month per year of service	$6.75 per month per year of service

The Rule of 90 benefit will be eliminated if you retire after July 1, 2010. For those participants retiring after June 30, 2010, the Rule of 90 benefit and all other early retirement subsidies will be worn-away commencing July 1, 2010.

The benefit reductions described above will be adjusted by the Plan actuary if these changes are put in place after July 1, 2010.

UNITED FOOD AND COMMERCIAL WORKERS UNION AND PARTICIPATING FOOD INDUSTRY EMPLOYERS TRI-STATE PENSION PLAN

SUMMARY PLAN DESCRIPTION SUPPLEMENT

Participants Covered by the 2009 Rehabilitation Plan

<u>Default Schedule</u>

If you who die or become disabled after the Default Date (defined below), no disability or post-retirement death benefits will be payable. The Rule of 90 benefit will not be affected if you are in pay status as of the Default Date. Beginning as of the first day of the month following the Default Date, the Rule of 90 benefit (and any other subsidized early retirement benefit) will be worn-away and future benefit accrual rates will be as follows:

Years of Applicable Service	Full-time Employees	Part-time Employees	All other Employees
0 – 30 years	$32.40 per month per year of service	$16.20 per month per year of service	$16.20 per month per year of service
30 years and over	$40.50 per month per year of service	$20.25 per month per year of service	$20.25 per month per year of service

"Default Date" means the date that is 180 days after the expiration of the collective bargaining agreement if the Default Schedule described above is put in place because the law requires it, or the first day of the month following the date the bargaining parties adopt the Default Schedule if the Default Schedule is negotiated.

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SUMMARY PLAN DESCRIPTION SUPPLEMENT

Participants Covered by the 2008 Rehabilitation Plan

<u>Alternative Benefit Schedule 2B</u>

If you die after December 31, 2009, no post-retirement death benefits will be payable. In addition, beginning March 1, 2012, future benefit accrual rates will be as follows:

Years of Applicable Service	Full-time Employees	Part-time Employees	All other Employees
0 – 30 years	$32.40 per month per year of service	$16.20 per month per year of service	$16.20 per month per year of service
30 years and over	$40.50 per month per year of service	$20.25 per month per year of service	$20.25 per month per year of service

If you become disabled after February 29, 2012, disability pension benefits will only be available if you became totally and permanently disabled after reaching age 50.

The Rule of 90 benefit and all other early retirement subsidies will be available if you met the eligibility requirements for these benefits and retired before March 1, 2012. If you retire after February 29, 2012, these benefits will be worn-away beginning March 1, 2012.

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SUMMARY PLAN DESCRIPTION SUPPLEMENT

Participants Covered by the
2010 Rehabilitation Plan

Alternative Benefit Schedule 3

If you die after July 1, 2011, no post-retirement death benefits will be payable. If you become disabled after September 10, 2011, no disability benefits will be payable. In addition, beginning October 1, 2011, future benefit accrual rates will be as follows:

Years of Applicable Service	Full-time Employees	Part-time Employees	All other Employees
0 – 30 years	$32.40 per month per year of service	$16.20 per month per year of service	$16.20 per month per year of service
30 years and over	$40.50 per month per year of service	$20.25 per month per year of service	$20.25 per month per year of service

The Rule of 90 benefit and all other early retirement subsidies will be eliminated if you retire after September 10, 2011.

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SUMMARY PLAN DESCRIPTION SUPPLEMENT

Participants Covered by the
2010 Rehabilitation Plan

<u>Alternative Benefit Schedule 10</u>

If you die or become disabled after February 10, 2010, no disability or post-retirement death benefits will be payable. Further, effective March 1, 2012 future benefit accrual rates will be as follows:

Years of Applicable Service	Full-time Employees	Part-time Employees	All other Employees
0 – 30 years	$9 per month per year of service	$4.50 per month per year of service	$4.50 per month per year of service
30 years and over	$11.25 per month per year of service	$5.63 per month per year of service	$5.63 per month per year of service

The Rule of 90 benefit will be eliminated if you retire after February 10, 2010. For those participants retiring after February 29, 2012, the Rule of 90 benefit and all other early retirement subsidies will be eliminated.

The benefit reductions described above will be adjusted by the Plan actuary if these changes are put in place after February 10, 2010.