

Minneapolis
Retail Meat Cutters
& Food Handlers
Variable Annuity Pension Plan

Summary Plan Description

January 1, 2019



**MINNEAPOLIS RETAIL MEAT CUTTERS AND FOOD HANDLERS
VARIABLE ANNUITY PENSION PLAN**

SUMMARY PLAN DESCRIPTION

EFFECTIVE AS OF JANUARY 1, 2019

**MINNEAPOLIS RETAIL MEAT CUTTERS AND FOOD HANDLERS
VARIABLE ANNUITY PENSION PLAN**

To All Employees:

We all look forward to retirement and having more time to pursue our interests, but preparing for retirement takes years of careful financial planning and sound investment decisions.

The Minneapolis Retail Meat Cutters and Food Handlers Variable Annuity Pension Plan (the "Plan") is designed to provide you with a solid foundation on which you can build your retirement income. You will receive a monthly benefit if you retire or leave Covered Service after qualifying for a benefit. Generally, the more service you have, the greater the amount of your monthly retirement benefit. The Plan also pays benefits if you are disabled or if you die before retirement. Those benefits depend on your age, marital status, and length of service.

This Summary Plan Description ("SPD") summarizes your retirement benefits and explains how the Plan works in terms that are easy to understand. It is based on official legal documents that govern the Plan, such as the Plan Document and Trust Agreement. Every attempt has been made to accurately summarize these legal documents; however, if inconsistencies arise between this SPD and the governing legal documents, the legal documents will always control.

Because your retirement benefit is one of the most important aspects of your financial planning, we encourage you to take the time to read this entire SPD and understand your Plan. Have your family read it as well so they are aware of your retirement benefits and the benefits they are entitled to receive when you die. After you have read this SPD, please keep it in a safe place for future reference.

If you have any questions about your retirement benefits, please contact the Fund Office for assistance. The Fund Office can give you the most current and accurate information available about your benefits.

Yours sincerely,

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TABLE OF CONTENTS

SECTION 1	DEFINITIONS	1
1.1.	ACCUMULATED BENEFIT.....	1
1.2.	ACTUARIAL EQUIVALENT; ACTUARIALLY EQUIVALENT.....	1
1.3.	ADMINISTRATIVE MANAGER.....	1
1.4.	ADMINISTRATOR.....	1
1.5.	ANNUAL ADJUSTMENT.....	1
1.6.	BENEFIT ACCRUAL SERVICE.....	1
1.7.	BENEFIT COMMENCEMENT DATE.....	1
1.8.	BREAK IN SERVICE.....	2
1.9.	CODE.....	2
1.10.	COLLECTIVE BARGAINING AGREEMENT.....	2
1.11.	COLLECTIVELY BARGAINED EMPLOYEE.....	2
1.12.	COMPENSATION.....	2
1.13.	CONTRIBUTING EMPLOYER.....	2
1.14.	COVERED SERVICE.....	3
1.15.	DOMESTIC RELATIONS ORDER.....	3
1.16.	EFFECTIVE DATE.....	3
1.17.	EMPLOYEE.....	3
1.18.	EMPLOYER CONTRIBUTIONS.....	3
1.19.	EMPLOYMENT.....	4
1.20.	ERISA.....	5
1.21.	FIDUCIARY.....	5
1.22.	FIXED ANNUITY FUND.....	5
1.23.	HIGHLY COMPENSATED EMPLOYEE.....	5
1.24.	HOUR OF SERVICE.....	5
1.25.	HURDLE RATE.....	6
1.26.	LEGACY PENSION PLAN.....	6
1.27.	NONCOLLECTIVELY BARGAINED EMPLOYEE.....	6
1.28.	NORMAL RETIREMENT AGE.....	7
1.29.	PARTICIPANT.....	7
1.30.	PARTICIPATION AGREEMENT.....	7
1.31.	PLAN; PLAN DOCUMENT.....	7
1.32.	PLAN ANNIVERSARY DATE.....	7
1.33.	PLAN YEAR.....	7
1.34.	QUALIFIED DOMESTIC RELATIONS ORDER; ORDER.....	7

1.35.	QUALIFIED SPOUSE.....	8
1.36.	REALIZED INVESTMENT EARNINGS.....	8
1.37.	RETIREE.....	9
1.38.	RETIREMENT DATE.....	9
1.39.	SPOUSE.....	10
1.40.	TOTAL AND PERMANENT DISABILITY; TOTALLY AND PERMANENTLY DISABLED.....	10
1.41.	TRUST; TRUST FUND.....	11
1.42.	TRUST AGREEMENT.....	11
1.43.	TRUSTEES; BOARD OF TRUSTEES.....	11
1.44.	UNION; LOCAL UNION.....	11
1.45.	YEAR OF SERVICE.....	11
SECTION 2	PARTICIPATION.....	12
2.1.	INITIAL PARTICIPATION.....	12
2.2.	TERMINATION OF PARTICIPATION.....	12
2.3.	SUBSEQUENT PARTICIPATION.....	12
2.4.	ADDITIONAL EMPLOYEES ELIGIBLE FOR PARTICIPATION.....	12
2.5.	LIMITATIONS ON PARTICIPATION.....	12
SECTION 3	SERVICE.....	13
3.1.	BENEFIT ACCRUAL SERVICE RULES.....	13
3.2.	COMPUTATION OF BENEFIT ACCRUAL SERVICE FOR PURPOSES OF RETIREMENT BENEFITS.....	13
3.3.	BENEFIT ACCRUAL SERVICE FOR INJURY OR DISEASE.....	13
3.4.	BENEFIT ACCRUAL SERVICE FOR PARTIAL DISABILITY.....	14
3.5.	BENEFIT ACCRUAL SERVICE FOR MILITARY SERVICE.....	14
3.6.	YEAR OF SERVICE FOR VESTING PURPOSES.....	16
3.7.	YEARS OF SERVICE UNDER THE LEGACY PENSION PLAN.....	16
3.8.	EFFECT OF A BREAK IN SERVICE.....	16
3.9.	BREAK IN SERVICE RULES UNDER THE LEGACY PENSION PLAN PRIOR TO JANUARY 1, 2019.....	16
SECTION 4	VESTING.....	17
4.1.	VESTING ON RETIREMENT.....	17
4.2.	VESTING SCHEDULE.....	17
SECTION 5	RETIREMENT BENEFIT TYPES AND ELIGIBILITY.....	18
5.1.	NORMAL RETIREMENT BENEFIT.....	18
5.2.	EARLY RETIREMENT BENEFIT.....	18
5.3.	SPECIAL EARLY RETIREMENT BENEFIT.....	18

5.4.	DISABILITY RETIREMENT BENEFIT.....	18
5.5.	DEFERRED RETIREMENT BENEFIT.	19
5.6.	VESTED RETIREMENT BENEFIT.	19
SECTION 6	DETERMINING RETIREMENT BENEFIT AMOUNTS	20
6.1.	ACCUMULATED BENEFIT.....	20
6.2.	ANNUAL SERVICE CREDITS.	21
6.3.	THE ANNUAL ADJUSTMENT.	21
6.4.	BENEFIT LIMITATIONS.	22
SECTION 7	PAYMENT PLANS	23
7.1.	STANDARD PAYMENT FORM.....	23
7.2.	QUALIFIED JOINT AND SURVIVOR ANNUITY OPTIONS.	23
7.3.	SURVIVOR DEATH BENEFIT ANNUITY FOR CERTAIN MARRIED PARTICIPANTS.....	25
SECTION 8	COMMENCEMENT OF BENEFITS	27
8.1.	GENERAL RULES.....	27
8.2.	MINIMUM REQUIRED DISTRIBUTIONS.....	27
8.3.	LOST PARTICIPANTS.....	27
8.4.	RETROACTIVE PAYMENTS.....	28
8.5.	AGE DISCRIMINATION.....	28
SECTION 9	ADJUSTMENTS TO BENEFIT AFTER COMMENCEMENT DATE	29
9.1.	ELECTION OPPORTUNITY TO MAINTAIN VARIABLE FORMULA.	29
9.2.	ELECTION OPPORTUNITY FOR QUALIFIED SPOUSE.....	29
9.3.	BENEFIT FORMULA ELECTION FOR THE DISABILITY RETIREMENT BENEFIT.	29
9.4.	BENEFIT FORMULA ELECTIONS MADE PRIOR TO MAY 1.....	29
SECTION 10	RESUMPTION OF EMPLOYMENT AFTER RETIREMENT	31
10.1.	SUSPENSION OF NORMAL RETIREMENT BENEFITS.	31
10.2.	SUSPENSION OF BENEFITS OTHER THAN NORMAL RETIREMENT BENEFITS.	31
10.3.	NOTICES AND PROCEDURES.	33
10.4.	SUSPENSION AND RESUMPTION OF BENEFIT PAYMENTS.	34
10.5.	CONTROLLING REGULATION.....	35
SECTION 11	APPLYING FOR BENEFITS	36
SECTION 12	AMENDMENT AND TERMINATION OF THE PLAN	37
12.1.	PLAN AMENDMENT.	37
12.2.	PLAN TERMINATION.....	37
12.3.	MERGER OR CONSOLIDATION.	38

SECTION 13 CLAIMS PROCEDURE	39
13.1. RELIANCE ON RECORDS.....	39
13.2. SUBMISSION TO TRUSTEES.....	39
13.3. SETTling DISPUTES.....	39
13.4. APPEAL OF ADVERSE DETERMINATION.....	39
13.5. SOLE REMEDY.....	41
SECTION 14 GENERAL PLAN INFORMATION.....	42
14.1. PLAN NAME.....	42
14.2. BOARD OF TRUSTEES.....	42
14.3. PLAN ADMINISTRATOR.....	42
14.4. IDENTIFICATION NUMBERS.....	43
14.5. MEDIUM FOR PROVIDING BENEFITS.....	43
14.6. FISCAL YEAR AND PLAN YEAR.....	43
14.7. AGENT OF SERVICE FOR LEGAL PROCESS.....	43
14.8. COLLECTIVE BARGAINING AGREEMENTS.....	43
14.9. SOURCE OF CONTRIBUTIONS.....	43
14.10. TYPE OF PLAN.....	43
14.11. ELIGIBILITY AND BENEFITS.....	43
14.12. PENSION BENEFIT GUARANTY CORPORATION.....	44
14.13. RIGHTS AND RESPONSIBILITIES.....	45
14.14. TRUSTEE AUTHORITY.....	45
14.15. ASSIGNMENT OF BENEFITS PROHIBITED.....	45
SECTION 15 YOUR RIGHTS UNDER ERISA.....	46
15.1. RECEIVE INFORMATION ABOUT YOUR PLAN AND BENEFITS.....	46
15.2. PRUDENT ACTIONS BY PLAN FIDUCIARIES.....	46
15.3. ENFORCE YOUR RIGHTS.....	47
15.4. ASSISTANCE WITH YOUR QUESTIONS.....	47
EXHIBIT A BENEFIT ACCRUAL FOLLOWING PARTICULAR CONTRIBUTION SCHEDULES	

SECTION 1 DEFINITIONS

When used in this Plan Document with initial capital letters, the following words have the following meanings:

1.1. Accumulated Benefit.

The term “Accumulated Benefit” means a Participant’s Normal Retirement Benefit expressed as the monthly amount payable under the Standard Payment Form (Life Only Annuity) as of any given date. The formula used to determine a Participant’s Accumulated Benefit is described in Section 6.1 (“Accumulated Benefit”).

1.2. Actuarial Equivalent; Actuarially Equivalent.

The terms “Actuarial Equivalent” or “Actuarially Equivalent” mean a benefit having the same value as the benefit for which it is substituted as determined by a qualified actuary based upon actuarial assumptions and methods established by the Plan or, when not established, appropriate assumptions and methods commonly used within the actuarial industry as determined by the Plan’s actuary and provided in the Plan Document.

1.3. Administrative Manager.

The term “Administrative Manager” means the person, firm, or corporation employed by the Trustees and charged with record keeping, processing of applications of benefits, and related ministerial functions attendant to the administration of the Plan. The Administrative Manager will be the Plan’s designated agent for service of legal process.

1.4. Administrator.

The term “Administrator” means the Board of Trustees of this Plan.

1.5. Annual Adjustment.

The term “Annual Adjustment” means the variable benefit formula used to determine the rate at which a Participant’s Accumulated Benefit is increased or decreased based upon the formula described in Section 6.3 (“The Annual Adjustment”).

1.6. Benefit Accrual Service.

The term “Benefit Accrual Service” is used for purposes of determining a Participant’s accrued benefit and means the sum of all applicable Covered Service (defined at Section 1.14) and set forth in Section 3.1 (“Benefit Accrual Service Rules”). However, there will be no duplication of Benefit Accrual Service for Hours of Service which may be creditable under more than one Section of Section 3 (“Service”).

1.7. Benefit Commencement Date.

The term “Benefit Commencement Date” means the first date on which the Plan may pay a benefit to a Participant. The Plan may first pay a benefit to a Participant after the Benefit Commencement Date when the Participant elects to defer benefits in accordance with any rules adopted by the Trustees or the Plan Document otherwise permits a later first

payment. A Participant may have more than one Benefit Commencement Date if the Participant is eligible for multiple benefits.

1.8. Break in Service.

The term “Break in Service” means a twelve (12) month computation period during which an Employee fails to complete or be credited with at least four hundred twenty-five (425) Hours of Service.

There are additional rules that may apply to this definition for certain situations (e.g., disability leave, Military Service, maternity leave, etc.). See the Plan Document for additional information.

1.9. Code.

The term “Code” means the Internal Revenue Code of 1986, as amended from time to time, and any Treasury Regulations promulgated pursuant to the provisions of said Code.

1.10. Collective Bargaining Agreement.

The term “Collective Bargaining Agreement” means a written agreement between the Employer and the Union parties to the Trust Agreement, which requires Employer Contributions to the Trust.

1.11. Collectively Bargained Employee.

The term “Collectively Bargained Employee” means an Employee who is included in a unit of Employees covered by an agreement that the Secretary of Labor finds to be a Collective Bargaining Agreement between Employee representatives and one or more Employers, provided that there is evidence that retirement benefits were the subject of good faith bargaining between Employee representatives and the Employer or Employers. An Employee is a Collectively Bargained Employee regardless of whether the Employee benefits under any plan of the Employer.

1.12. Compensation.

The term “Compensation” means wages within the meaning of Code § 3401(a) (for purposes of income tax withholding at the source), plus amounts that would be included in wages but for an election under Code §§ 125(a), 132(f)(4), 402(e)(3), 402(h)(1)(B), 402(k), or 457(b). However, any rules that limit the remuneration included in wages based on the nature or location of the employment or the services performed (such as the exception for agricultural labor in Code § 3401(a)(2)) are disregarded for this purpose.

1.13. Contributing Employer; Employer.

The terms “Contributing Employer” and “Employer” mean:

- A. Employers who are bound by the terms and conditions of a Collective Bargaining Agreement with the Union or other Participation Agreement requiring Employer Contributions to the Trust; and

- B. The Union, which solely for the purpose of making Employer Contributions to the Trust, will be considered as the Contributing Employer of those of its Employees who are not employed by another Contributing Employer and who are proposed and accepted for Plan benefits by the Trustees.

1.14. Covered Service.

The term “Covered Service” means an Employee’s service with a Contributing Employer for which service the Contributing Employer agrees to contribute to the Trust pursuant to the terms and conditions of a Collective Bargaining Agreement or other approved written agreement.

Covered Service does not include Contiguous Noncovered Service, as defined in Subsection 1.19(A).

1.15. Domestic Relations Order.

The term “Domestic Relations Order” means any judgment, decree or order (including approval of a property settlement agreement) which relates to the provision of child support, alimony payments, or marital property rights to a Spouse, former Spouse, child, or other dependent of a Participant or former Participant, and which is made pursuant to a state’s domestic relations law (including community property law).

1.16. Effective Date.

The term “Effective Date” means January 1, 2019.

1.17. Employee.

The term “Employee” means:

- A. Any Employee represented by the Union and employed by a Contributing Employer and with respect to whom the Contributing Employer is required to make Employer Contributions to the Trust;
- B. Any officer or Employee of the Union who has been proposed for benefits under the Plan by the Union and who has been accepted by the Trustees and for whom the Union agrees in writing to contribute to the Trust at the rate fixed for Employer Contributions by other Contributing Employers; and
- C. Any other Employee that the Trustees may agree to include and on whose behalf Employer Contributions are made to the Trust at the rate determined by the Trustees and whose inclusion will not impair the tax-exempt status of the Trust.

1.18. Employer Contributions.

The term “Employer Contributions” means payments to the Trust by a Contributing Employer as required under an applicable Collective Bargaining Agreement or other approved Participation Agreement.

1.19. Employment.

A. Contiguous Noncovered Service.

The term "Contiguous Noncovered Service" means service for a Contributing Employer which:

1. Is not Covered Service as defined in Section 1.14;
2. Immediately precedes or follows a period of Covered Service with the same Contributing Employer, with no quit, discharge, or retirement between the Covered Service and Contiguous Noncovered Service; and
3. Is reported to the Plan by the Participant in a timely manner in a form acceptable to the Trustees and which is supported by certified records of the Social Security Administration or of the Contributing Employer.

Contiguous Noncovered Service will constitute Employment only for purposes of determining an Employee's vested status. Contiguous Noncovered Service will not constitute Benefit Accrual Service.

B. Full-Time Employment.

The term "Full-Time Employment" means:

1. Full-Time Employment for Minneapolis Retail Contract Employees means thirty-two (32) hours or more of work per week (excluding Sunday and holiday hours) for an Employer; however, for Employees on the four-ten hour workweek under the Minneapolis Retail Contract, Full-Time Employment means thirty (30) or more hours of work per week (excluding Sunday and holiday hours); and
2. Notwithstanding Subsection 1.19(B)(1) above, Full-Time Employment will in all events be determined in accordance with the applicable provisions of the Collective Bargaining Agreement in effect at the time Employer Contributions were made or required to be made to the Trust.

C. Part-Time Employment.

The term "Part-Time Employment" means:

1. Part-Time Employment for Minneapolis Retail Contract Employees means less than thirty-two (32) hours of work per week (excluding Sunday and holiday hours) for an Employer who is required to contribute to the Trust pursuant to a Collective Bargaining Agreement; and
2. Notwithstanding Subsection 1.19(C)(1) above, Part-Time Employment will in all events be determined in accordance with the applicable provisions of the Collective Bargaining Agreement in effect at the time Employer Contributions were made or required to be made to the Trust.

1.20. ERISA.

The term “ERISA” means the Employee Retirement Income Security Act of 1974, as amended from time to time, and any regulations promulgated pursuant to the provisions of such act.

1.21. Fiduciary.

The term “Fiduciary” means an individual who:

- A. Exercises any discretionary authority or discretionary control with respect to management of the Plan or exercises any authority or control with respect to management or disposition of the Trust’s assets;
- B. Renders investment advice for a fee or other compensation, direct or indirect, with respect to any monies or other property of the Trust, or has any authority or responsibility to do so; or
- C. Has any discretionary authority or discretionary responsibility in administration of the Plan.

The “Named Fiduciary” of the Plan is the Board of Trustees.

1.22. Fixed Annuity Fund.

The term “Fixed Annuity Fund” means the bookkeeping account for a subset of the Plan’s assets that approximate the Plan’s liability for the benefits that are payable in equal installments of a fixed amount.

1.23. Highly Compensated Employee.

The term “Highly Compensated Employee” means the same as that term is defined in Code § 414(q) and its applicable regulations. For this purpose, a Highly Compensated Employee means an employee who either:

- A. Was a five (5%) percent owner (as defined in Code § 416(i)(1)) in the present or preceding calendar year; or
- B. Had Compensation from Employers in excess of \$125,000 (as indexed by the Secretary of Treasury) in the preceding calendar year, and, subject to an election by the Employers, was in the top-paid group of Employees for the preceding year. The “top-paid group” is generally the top twenty (20%) percent of Employees based upon Compensation.

1.24. Hour of Service.

The term “Hour of Service” means each hour for which an Employee is paid, or entitled to payment:

- A. For the performance of duties for a Contributing Employer in Covered Service during the applicable computation period. These Hours of Service will be credited

to the Employee for the computation period or periods in which the duties are performed; and

- B. By a Contributing Employer on account of a period of time during which no duties are performed in Covered Service (irrespective of whether the Employment relationship has terminated) due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty, or leave of absence. These Hours of Service will be credited to the computation period or periods during which no duties are performed beginning with the first unit of time to which the payment relates. Notwithstanding the preceding two (2) sentences:
1. No more than five hundred and one (501) Hours of Service will be credited to an Employee on account of any single continuous period during which the Employee performs no duties in Covered Service (whether or not such period occurs in a single computation period);
 2. An Hour of Service for which an Employee is directly or indirectly paid, or entitled to payment, on account of a period during which no duties are performed in Covered Service will not be credited to the Employee if such payment is made or due under a plan maintained solely for the purpose of complying with applicable workers' compensation laws, unemployment compensation laws, or disability insurance laws; and
 3. Hours of Service will not be credited for a payment which solely reimburses an Employee for medical or medically related expenses incurred by the Employee.

This definition is not an exhaustive list of the types of compensation (e.g., if you are awarded back pay) or rules that may apply to this definition. See the Plan Document for additional information.

1.25. Hurdle Rate.

The term "Hurdle Rate" means the fixed benchmark for the Plan's investment returns that is used to calculate the Annual Adjustment to a Participant's Accumulated Benefit. The Hurdle Rate is set at five and one-half (5.5%) percent.

1.26. Legacy Pension Plan.

The term "Legacy Pension Plan" means the Minneapolis Retail Meat Cutters and Food Handlers Pension Plan, as amended.

1.27. NonCollectively Bargained Employee.

The term "NonCollectively Bargained Employee" means any Employee who does not satisfy the definition of Collectively Bargained Employee; provided, however, that certain Employees who were Collectively Bargained Employees may continue to be treated as

Collectively Bargained Employees for purposes of non-discrimination testing, as allowed by Treas. Reg. § 1.410(b)-6(d)(2)(ii).

1.28. Normal Retirement Age.

The term “Normal Retirement Age” means the later of age sixty-five (65) or the fifth (5th) anniversary of a Participant’s initial eligibility under this Plan or the Legacy Pension Plan.

1.29. Participant.

The term “Participant” means any Employee or former Employee of a Contributing Employer who is or may become eligible to receive a benefit of any type from this Plan or whose Beneficiaries may be eligible to receive such benefits.

1.30. Participation Agreement.

The term “Participation Agreement” means a written agreement by and between the Trustees and an Employer providing for Employer Contributions to the Trust to be made on behalf of its NonCollectively Bargained Employees. This agreement will also be deemed a Collective Bargaining Agreement where required by the context of this SPD and the Plan Document.

1.31. Plan; Plan Document.

The term “Plan” means the Minneapolis Retail Meat Cutters and Food Handlers Variable Annuity Pension Plan as set forth in the written instrument governing the terms of the Plan which is known as the “Plan Document,” as it may be amended from time to time.

1.32. Plan Anniversary Date.

The term “Plan Anniversary Date” means January 1 of each calendar year.

1.33. Plan Year.

The term “Plan Year” means the twelve (12) month period beginning on January 1, and ending on December 31, both dates inclusive.

1.34. Qualified Domestic Relations Order; Order.

A. The terms “Qualified Domestic Relations Order” or “Order” mean a Domestic Relations Order which creates or recognizes the existence of an alternate payee’s right to, or assigns to an alternate payee the right to, receive all or a portion of the benefits payable with respect to a Participant or former Participant, which clearly specifies:

1. The name and last known mailing address (if any) of the Participant or former Participant and the name and mailing address of each alternate payee covered by the Order;

2. The amount or percentage of the Participant's or former Participant's benefits to be paid by the Plan to each such alternate payee, or the manner in which such amount or percentage is to be determined;
 3. The number of payments or period to which such Order applies; and
 4. Each Plan to which such Order applies.
- B. A Domestic Relations Order will be a Qualified Domestic Relations Order only if such Order:
1. Does not require the Plan to provide any type or form of benefit, or any option, not otherwise provided under the Plan;
 2. Does not require the Plan to provide increased benefits (determined on the basis of actuarial value); and
 3. Does not require the payment of benefits to an alternate payee which are required to be paid to another alternate payee under another Domestic Relations Order.
- C. A Domestic Relations Order otherwise satisfying the provisions of this Section will be a Qualified Domestic Relations Order even though such Order requires payment of benefits to be made to an alternate payee on or after the date the Participant or former Participant attains (or would have attained) the earliest day on which, under the Plan, the Participant or former Participant could elect to receive retirement benefits, as if the Participant or former Participant had retired on the date on which such payment is to begin under such Order and in any form in which such payment may be paid under the Plan to the Participant or former Participant (other than in the form of a Joint and Survivor Annuity with respect to the alternate payee and the Participant's or former Participant's subsequent Spouse). The prior sentence will apply notwithstanding any provisions in the Plan requiring a termination of Employment prior to eligibility for the payment of benefits.
- D. As used in this Section, an "alternate payee" means any Spouse, former Spouse, child or other dependent of a Participant or former Participant who is recognized by a Domestic Relations Order as having a right to receive all, or a portion of, the benefits payable under the Plan with respect to such Participant or former Participant.

1.35. Qualified Spouse.

The term "Qualified Spouse" means a Spouse of a Participant if, and only if, such individual and the Participant have been married to each other throughout the twelve (12) consecutive month period ending on the date of the Participant's death.

1.36. Realized Investment Earnings.

The term "Realized Investment Earnings" means the market rate of return on the investment of the Plan's assets as determined annually by the Plan's "Investment Consultant" pursuant to the objective criteria stated in the applicable policy adopted by the

Trustees. The determination of Realized Investment Earnings by the Investment Consultant will exclude the invested assets associated with the Fixed Annuity Fund.

1.37. Retiree.

The term “Retiree” means a Participant who has commenced his or her receipt of retirement benefits under the Plan.

1.38. Retirement Date.

The term “Retirement Date” means the terms defined below:

A. Normal Retirement Date.

The term “Normal Retirement Date” means the earliest date a Participant will be eligible for Normal Retirement Benefits. For purposes of this Plan, the Normal Retirement Date will be the first day of the month coinciding with or next following the Participant’s Normal Retirement Age.

The benefit payable to a Participant with a Normal Retirement Date is provided in Section 5.1 (“Normal Retirement Benefit”).

B. Early Retirement Date.

The term “Early Retirement Date” means the earliest date a Participant will be eligible for Early Retirement Benefits notwithstanding the Benefit Accrual Service requirement described in Section 5.2 (“Early Retirement Benefit”). For purposes of this Plan, the Early Retirement Date will be the first day of the month coinciding with or next following the Participant’s fifty-second (52nd) birthday.

The benefit payable to a Participant with an Early Retirement Date is provided in Section 5.2.

C. Deferred Retirement Date.

The term “Deferred Retirement Date” means the first day of any month after a Participant’s Normal Retirement Date following the later of the date on which the Participant terminates his or her Employment or makes application for retirement benefits. Any deferral of retirement beyond Normal Retirement Date will be at the election of the Participant and in accordance with uniform rules established by the Trustees in the administration of the Plan and subject to any applicable conditions of any Collective Bargaining Agreement or other approved written agreement.

The benefit payable to a Participant with a Deferred Retirement Date is provided in Section 5.5 (“Deferred Retirement Benefit”).

D. Disability Retirement Date.

The term “Disability Retirement Date” means the first day of any month as determined by the Trustees for a Participant’s retirement due to the Participant’s Total and Permanent Disability notwithstanding the Benefit Accrual Service

requirement described in Section 5.4 (“Disability Retirement Benefit”). A Participant who has satisfied the eligibility requirements for Disability Retirement Benefits and: (1) who becomes Totally and Permanently Disabled while employed in Covered Service; or (2) whose disability occurred while employed in Covered Service results in Total and Permanent Disability, may, with the consent of the Trustees elect early Disability Retirement.

The benefit payable to a Participant with a Disability Retirement Date is provided in Section 5.4 (“Disability Retirement Benefit”).

E. Retirement, Generally.

To be considered “retired” for purposes of the Plan, a Participant must have completely severed his or her Employment relationship with all Contributing Employers. A Participant is “retired” as of the first day of the calendar month following:

1. The complete severance of the Participant’s Employment relationship with all Contributing Employers and the application of all paid time and unused vacation and holiday pay following the severance, regardless of any other apportionment of paid time and vacation and holiday pay agreed to by the Contributing Employer and the Participant; and
2. The Participant’s completion and filing of an application for benefits within the time requirements and on the form designated by the Trustees with the Administrative Manager.

1.39. Spouse.

The term “Spouse” means an individual who is the legally recognized spouse of a Participant under the laws of the state in which the marriage was established. A certified copy of the marriage certificate or other documentation substantiating status as a Spouse may be required to be on file with the Administrative Manager before an individual will be recognized as a Participant’s Spouse.

1.40. Total and Permanent Disability; Totally and Permanently Disabled.

The term “Total and Permanent Disability” means a physical or mental condition which qualifies a Participant for disability benefits under the federal Social Security Act as now enacted or hereafter amended or which would qualify the Participant after the expiration of any waiting period for the benefit. Total and Permanent Disability may initially be established only by an official written determination of the Social Security Administration awarding disability benefits to the Participant.

The Trustees may require that the Participant submit documentation in addition to the written determination of the Social Security Administration to assist the Trustees in determining the Participant’s eligibility for Disability Retirement Benefits. In addition, the Trustees may require that a Participant undergo one or more examinations by a doctor or doctors of medicine of the Trustees’ choosing if the Trustees are unable to determine from the Social Security award whether a Total and Permanent Disability exists, whether the award qualifies the Participant for the Disability Retirement Benefit, or whether the

Participant's disability, and therefore the Participant's eligibility for the Disability Retirement Benefit, is continuing. The Trustees may not require more than one medical examination per Plan Year. The Plan will pay the expense of the examination.

1.41. Trust; Trust Fund.

The terms "Trust" or "Trust Fund" mean the entire estate of the Minneapolis Retail Meat Cutters and Food Handlers Variable Annuity Pension Fund as it may be constituted from time to time, including, but not limited to, all Employer Contributions, policies of insurance, investments, and the income from any and all investments, and any and all other assets, property and money received by or held by the Trustees for the uses and purposes of the Trust Agreement.

1.42. Trust Agreement.

The term "Trust Agreement" means the Agreement and Declaration of Trust establishing the Minneapolis Retail Meat Cutters and Food Handlers Variable Annuity Pension Fund, as may be amended from time to time.

1.43. Trustees; Board of Trustees.

The terms "Trustees" or "Board of Trustees" mean the Board of Trustees designated in accordance with the Trust Agreement, together with their successors as designated in the manner provided by the Trust Agreement. The Trustees are the Plan Administrator of the Plan.

1.44. Union; Local Union.

The term "Union" means:

- A. The United Food and Commercial Workers Union District Local 663, and Food Handlers Division of District Local 663, Section A (including any predecessor Unions);
- B. Any other Local Union which is now or may hereafter become a part of District Local 663-663A; and
- C. Any Local Union who represents Employees of any Employer who is required to become a Contributing Employer to this Plan.

1.45. Year of Service.

- A. The term "Year of Service" for vesting purposes has the meaning provided in Section 3.6 ("Year of Service for Vesting Purposes") and Section 3.7 ("Years of Service Under the Legacy Pension Plan") of this SPD.

SECTION 2 PARTICIPATION

2.1. Initial Participation.

You will become a Participant immediately upon your commencement of Employment in Covered Service with a Contributing Employer.

2.2. Termination of Participation.

If you incur a permanent Break in Service, as described in Section 3.8 (“Effect of a Break in Service”), your participation may be terminated.

2.3. Subsequent Participation.

If you lose your status as an active Participant, your participation in the Plan will recommence immediately upon your Employment in Covered Service with a Contributing Employer. For more information about how a Break in Service may affect your benefits, see Section 3.8 (“Effect of a Break in Service”).

2.4. Additional Employees Eligible for Participation.

Employees of the Union may also be eligible to participate in the Plan if their participation is approved by the Trustees.

2.5. Limitations on Participation.

Any person whose inclusion in the Plan, in the Trustees’ discretion, might impair the tax-exempt status of the Trust, or contributions to the Trust, will not be allowed to participate in this Plan.

SECTION 3 SERVICE

3.1. Benefit Accrual Service Rules.

- A. The computation period for determining your Benefit Accrual Service will be the Plan Year.
- B. You will be credited for Benefit Accrual Service as soon as administratively feasible following the last day of the Plan Year.
- C. If you earn Benefit Accrual Service in the same Plan Year as your Benefit Commencement Date, you will be credited with the applicable amount for a partial year of Benefit Accrual Service as determined under Subsection 3.2(B) below prior to your Benefit Commencement Date.
- D. For purposes of computing Benefit Accrual Service, Hours of Service are not modified to include any hour of Contiguous Noncovered Service. Contiguous Noncovered Service does not count as Benefit Accrual Service.

3.2. Computation of Benefit Accrual Service for Purposes of Retirement Benefits.

A. One Complete Year of Benefit Accrual Service.

Two thousand (2,000) Hours of Service in any particular computation period will be deemed one (1) complete year of Benefit Accrual Service. You may not receive more than one (1) year of Benefit Accrual Service during any single computation period.

B. Partial Years of Benefit Accrual Service.

Partial years of Benefit Accrual Service are granted on a prorated basis for Benefit Accrual Service in any particular computation period totaling at least one thousand (1,000) Hours of Service, but less than two thousand (2,000) Hours of Service. If you begin or terminate Employment with a Contributing Employer, a partial year of Benefit Accrual Service will be granted without regard to whether you have one thousand (1,000) Hours of Service.

Partial years of Benefit Accrual Service will be calculated by dividing the number of Hours of Service you earned in such a computation period by two thousand (2,000).

3.3. Benefit Accrual Service for Injury or Disease.

Notwithstanding the exclusion of certain hours compensated under certain workers' compensation, unemployment compensation, or disability plans from the definition of Hours of Service, Benefit Accrual Service, not exceeding a maximum of twenty-six (26) weeks per Participant, will be earned commencing with the first day of the fifth (5th) week, and for absences from work in excess of four (4) weeks due to the following:

- A. Injury or disease sustained during Covered Service and with respect to which the Participant receives workers' compensation benefits during the absence; or

- B. Leaves of absence from Covered Service granted under the provisions of a Collective Bargaining Agreement for personal injury or illness.

3.4. Benefit Accrual Service for Partial Disability.

Notwithstanding the exclusion of certain hours compensated under certain workers' compensation, unemployment compensation, or disability plans from the definition of Hours of Service, Benefit Accrual Service will be granted if you become partially disabled, as determined in accordance with rules promulgated by the Trustees and uniformly applied to all Participants, provided all of the following conditions are satisfied:

- A. At the time the partial disability is incurred, you work in Full-Time Employment for a Contributing Employer and have a one hundred percent (100%) non-forfeitable interest in your accrued benefit;
- B. You continue to work in Part-Time Employment for a Contributing Employer; and
- C. Employer Contributions made on your behalf, if any, are made in accordance with the Collective Bargaining Agreement in effect at the time the partial disability is incurred.

3.5. Benefit Accrual Service for Military Service.

Benefit Accrual Service for a leave of absence will be granted as determined by the Trustees' rules and uniformly applied to all Participants for periods of absence from Covered Service for the purpose of Military Service, provided that: (A) the Participant enters such service within ninety (90) days of the Participant's last date of active Employment and returns to Covered Service within ninety (90) days of the date the Participant is first eligible for release from such service; and (B) the period of such active Employment be not less than one (1) year.

Participants who return to work for a Contributing Employer (within the time limits described below) following discharge from Military Service will be entitled to Years of Service for purposes of Benefit Accrual Service and vesting purposes (and will not experience a Break in Service as a result of that Military Service) in accordance with the following provisions:

- A. For purposes of this Section, the term "Military Service" includes active duty, active duty for training, initial active duty for training, inactive duty training, full-time National Guard duty, and absence from work for an examination to determine a person's fitness to perform any of these duties in the uniformed services, though not extending for a period of more than five (5) years. Uniformed services include the Army, Navy, Air Force, Marine Corps, or Coast Guard, reserve units of those groups, the Army and Air National Guards, the Commissioned corps of the Public Health Service, and any other category of persons designated by the President in time of war or emergency.
- B. A Participant must notify the Trustees in writing prior to or upon entry into Military Service.

- C. A Participant who has been discharged from Military Service must return to work for a Contributing Employer within the following time limits in order to be eligible for the crediting of Employer Contributions and Years of Service:
1. If the Participant was in Military Service for less than thirty-one (31) days, the Participant must return to work on the next regularly scheduled workday following an eight (8) hour period after discharge.
 2. If the Participant was in Military Service for thirty-one (31) to one hundred eighty (180) days, the Participant must return to work within fourteen (14) days of discharge.
 3. If the Participant was in Military Service for more than one hundred eighty (180) days, the Participant must return to work within ninety (90) days of discharge.

These time limits may be extended for Participants who suffered an injury or illness related to their Military Service.

- D. Participants returning to Employment with a Contributing Employer must:
1. Provide the Trustees a copy of discharge papers within fourteen (14) days of returning to work. The discharge papers must indicate the date of induction, the date of discharge or termination of duty, and whether or not the discharge was honorable; and
 2. Notify the Trustees if the Participant has returned to work, but with a different Employer than the Employer the Participant was employed by at the time of his or her entry into Military Service.
- E. The amount of service to be credited to a Participant returning from Military Service will be determined by multiplying the total period of Military Service (stated in weeks and decimal portions of months) by the weekly average number of Hours of Service worked by the Participant for all Contributing Employers in the twelve (12) consecutive month period immediately preceding entry into Military Service. If the Participant had been employed by Contributing Employers for less than twelve (12) months prior to entering Military Service, the monthly average Hours or Service worked will be calculated over that shorter period.
- F. A Participant who dies while in Military Service will be treated as if the Participant had returned to Employment with a Contributing Employer immediately prior to the Participant's death. The Participant will be granted Benefit Accrual Service and Vesting Service (and will not experience a Break In Service as a result of that Military Service) from the date Military Service began up to the date of the Participant's death.
- G. Liability for any Employer Contributions due as a result of a Participant's Military Service will be allocated to the last Contributing Employer the Participant worked for before entering Military Service.

These provisions are intended to comply with the rules of the Uniformed Services Employment and Reemployment Rights Act of 1994 (“USERRA”) and its applicable regulations.

3.6. Year of Service for Vesting Purposes.

Notwithstanding Section 3.7 below, a Year of Service for vesting purposes means a consecutive twelve (12) month computation period during which you have completed at least one thousand (1,000) Hours of Service. To determine vesting, the computation period will coincide with the Plan Year.

3.7. Years of Service Under the Legacy Pension Plan.

For purposes of determining vesting service under Section 3.6 above, each Year of Service you have earned under the Legacy Pension Plan prior to March 1, 2019 will count as a Year of Service under this Plan. However, any “Credited Service” you have earned under the Legacy Pension Plan will not count as Benefit Accrual Service under this Plan except as provided in Sections 5.2 (“Early Retirement Benefit”) and 5.4 (“Disability Retirement Benefit”).

3.8. Effect of a Break in Service.

- A. Unless you have accrued a non-forfeitable right, Years of Service before a Break in Service will not be required to be taken into account under the Plan (“forfeited”) until you have completed a Year of Service after your return.
- B. If you do not have a non-forfeitable right to any portion of your accrued benefit, Years of Service before any one (1) year Break in Service will be forfeited if the number of consecutive one (1) year Breaks in Service equals or exceeds the greater of five (5) or the aggregate number of Years of Service prior to such break (excluding Years of Service which are forfeited by reason of any prior Break in Service).

For purposes of this Section only, an Hour of Service is modified to include any hour of Contiguous Noncovered Service that would satisfy that definition but for the fact that the hour relates to Contiguous Noncovered Service instead of Covered Service.

3.9. Break in Service Rules Under the Legacy Pension Plan Prior to January 1, 2019.

The Break in Service rules in effect under the Legacy Pension Plan as it was then constituted will be applicable to any Years of Service credited under Section 3.7 above.

SECTION 4 VESTING

4.1. Vesting on Retirement.

You will have a one hundred (100%) percent non-forfeitable interest in your accrued benefit upon the occurrence of one of the following events:

- A. If you are a Participant, the attainment of your Normal Retirement Age;
- B. Your commencement of the Early Retirement Benefit or the Special Early Retirement Benefit;
- C. Your commencement of the Disability Retirement Benefit; or
- D. The complete or partial termination of the Plan.

4.2. Vesting Schedule.

In the absence of the occurrence of an event as outlined in Section 4.1 above, your interest in your accrued benefit will become one hundred percent (100%) non-forfeitable if you have attained five (5) Years of Service for vesting purposes as determined under Section 3.6 ("Year of Service for Vesting Purposes").

SECTION 5 RETIREMENT BENEFIT TYPES AND ELIGIBILITY

You will become eligible for the receipt of retirement benefits as provided in this Section.

5.1. **Normal Retirement Benefit.**

Your monthly Normal Retirement Benefit payable in the Standard Payment Form (Life Only Annuity) as of your Normal Retirement Date will be equal to your Accumulated Benefit as determined in Section 6.1 ("Accumulated Benefit")

To be eligible for the Normal Retirement Benefit, you must attain your Normal Retirement Date.

5.2. **Early Retirement Benefit.**

Your monthly Early Retirement Benefit payable in the Standard Payment Form (Life Only Annuity) will be equal to your Accumulated Benefit (as determined in Section 6.1 ("Accumulated Benefit")) as of your Benefit Commencement Date and will be reduced by one-half (1/2) of one percent (1%) for each of the first one hundred twenty (120) months and by three-tenths (3/10) of one percent (1%) for each additional month by which your Early Retirement Date precedes your Normal Retirement Date.

To be eligible for the Early Retirement Benefit, you must have fifteen (15) years of Benefit Accrual Service and attain your Early Retirement Date. For purposes of this Section only, Benefit Accrual Service will include any "Credited Service" you have earned under the Legacy Pension Plan, subject to the Legacy Pension Plan's rules for such "Credited Service."

5.3. **Special Early Retirement Benefit.**

If you satisfy the service requirement for Early Retirement, but have not attained your Early Retirement Date prior to the termination of your Employment, you will be entitled to receive a monthly Special Early Retirement Benefit commencing on the first day of the month following your attainment of your Early Retirement Date, provided you have filed an application for such benefit with the Administrative Manager.

The monthly Special Early Retirement Benefit payable in the Standard Payment Form (Life Only Annuity) will be equal to your Accumulated Benefit (as determined in Section 6.1 ("Accumulated Benefit")), as of your Benefit Commencement Date. Such benefit will be reduced by one-half (1/2) of one (1%) percent for each of the first one hundred twenty (120) months and by three-tenths (3/10) of one (1%) percent for each additional month by which your Early Retirement Date precedes your Normal Retirement Date.

5.4. **Disability Retirement Benefit.**

If you experience a Disability Retirement Date, a monthly Disability Retirement Benefit will be payable in the Standard Payment Form (Life Only Annuity) that is equal to your Accumulated Benefit (as determined in Section 6.1 ("Accumulated Benefit")). Your Disability Retirement Benefit will be subject to the benefit formula election opportunity as described in Section 9.3 ("Benefit Formula Election for the Disability Retirement Benefit").

To be eligible for the Disability Retirement Benefit, you must have fifteen (15) years of Benefit Accrual Service and obtain a determination that you are Totally and Permanently Disabled, and your Total and Permanent Disability must have occurred while you were employed in Covered Service. For purposes of this Section only, Benefit Accrual Service will include any "Credited Service" you earned under the Legacy Pension Plan, subject to the Legacy Pension Plan's rules for such "Credited Service."

The Disability Retirement Benefit will be payable until you attain your Normal Retirement Date if you continue to be Totally and Permanently Disabled. Upon reaching your Normal Retirement Date, the Normal Retirement Benefit will be payable. If you are legally married upon attaining your Normal Retirement Date, you will have the opportunity to elect from the optional forms of benefit as provided in Section 7.2 ("Qualified Joint and Survivor Annuity Options").

5.5. Deferred Retirement Benefit.

A monthly Deferred Retirement Benefit will be payable in the Standard Payment Form (Life Only Annuity) equal to your Accumulated Benefit (as determined in Section 6.1 ("Accumulated Benefit")) as of your Benefit Commencement Date.

5.6. Vested Retirement Benefit.

If you have terminated Employment and have a non-forfeitable interest in your Accumulated Benefit, the monthly retirement benefit payable in the Standard Payment Form (Life Only Annuity) will be equal to the non-forfeitable portion of your Accumulated Benefit (as determined in Section 6.1 ("Accumulated Benefit")) as of your Benefit Commencement Date. A monthly retirement benefit will be payable upon your attainment of your Normal Retirement Date or, if you are eligible and make the election, as a Special Early Retirement Benefit.

SECTION 6 DETERMINING RETIREMENT BENEFIT AMOUNTS

The retirement benefit payable in the Standard Payment Form (Life Only Annuity) as of your Retirement Date will be determined in accordance with the rules of this Section 6.

6.1. Accumulated Benefit.

- A. Your Accumulated Benefit means your Normal Retirement Benefit expressed as the monthly amount payable under the Standard Payment Form (Life Only Annuity) as of any given date.

After your initial year of Benefit Accrual Service, your Accumulated Benefit will consist of the Annual Service Credit you earned in your initial year of Benefit Accrual Service, multiplied by the rate of adjustment described in Section 6.3 below. Thereafter, your Accumulated Benefit will consist of your Accumulated Benefit earned as of the end of the prior Plan Year (“A”) plus the Annual Service Credit earned for the current Plan Year (“B”), the sum of which is multiplied by the Annual Adjustment (“C”). This formula can be stated as follows:

$$(A + B) \times C = \text{the Participant's Accumulated Benefit}$$

- B. The following example illustrates how the Annual Adjustment is applied to your Accumulated Benefit.

	Accumulated Benefit as of January 1 (“A”)	Annual Service Credit rate (“B”)	Annual Adjustment rate (“C”)	Accumulated Benefits after Annual Adjustment
Year 1	\$0.00	\$20.00	1.0200	\$20.40 (\$0.00 + \$20.00) x 1.0200
Year 2	\$20.40	\$20.00	1.0300	\$41.61 (\$20.40 + \$20.00) x 1.0300
Year 3	\$41.61	\$20.00	0.9900	\$60.99 (\$41.61 + \$20.00) x 0.9900
Year 4	\$60.99	\$20.00	1.0300	\$83.42 (\$60.99 + \$20.00) x 1.0300
Year 5	\$83.42	\$20.00	1.0250	\$106.01 (\$83.42 + \$20.00) x 1.0250

6.2. Annual Service Credits.

You will be credited with an Annual Service Credit equal to the Benefit Accrual Service you earn during a Plan Year, multiplied by the Annual Service Credit rate provided in Exhibit A for the Plan Year in which the Benefit Accrual Service was earned.

6.3. The Annual Adjustment.

A. General Description of the Annual Adjustment.

Each Plan Year, your Accumulated Benefit will be adjusted at a variable rate which is referred to as the "Annual Adjustment." The Annual Adjustment is based on the difference between the Plan's Realized Investment Earnings and the Plan's investment returns benchmark that is referred to as the Hurdle Rate, which is set at five and one-half percent (5.5%) as provided in Subsection 6.3(E) below.

B. Application to the Current Plan Year's Annual Service Credit.

The Annual Adjustment is calculated on a Plan Year basis and applies to the Accumulated Benefit earned in prior years and the Annual Service Credit earned by the Participant during the current Plan Year.

C. Date of Annual Adjustment.

The Annual Adjustment occurs on May 1 of each Plan Year or another date designated by the Trustees.

D. Cap on Annual Adjustment.

The Annual Adjustment will not exceed a three percent (3%) increase in any given Plan Year.

E. The Annual Adjustment Formula.

The formula used to determine the Annual Adjustment, rounded to the fourth (4th) decimal point, is:

$((1 + \text{Realized Investment Earnings for Plan Year}) \text{ divided by } (1 + \text{the Hurdle Rate}))$

Illustration 1. If the Plan's Realized Investment Earnings for the Plan Year are seven and one-half percent (7.5%), the rate of the Annual Adjustment will be calculated as follows:

$$(1 + 0.075) \text{ divided by } (1 + 0.055) = 1.0190$$

Illustration 2. If the Plan's Realized Investment Earnings for the Plan Year are two percent (2%), the rate of the Annual Adjustment is calculated as follows:

$$(1 + 0.02) \text{ divided by } (1 + 0.055) = 0.9668$$

Illustration 3. If the Plan's Realized Investment Earnings for the Plan Year are ten percent (10%), the rate of the Annual Adjustment is calculated as follows:

$$(1 + 0.10) \text{ divided by } (1 + 0.055) = 1.0427$$

HOWEVER, the Annual Adjustment is capped at a three percent (3%) increase, so the Annual Adjustment for the Plan Year will be 1.0300.

F. Application to Retirees' Benefits.

Unless you elect otherwise (as provided in Section 9 ("Adjustments to Benefit After Commencement Date")), the Annual Adjustment will not apply to your normal monthly retirement benefit after your Benefit Commencement Date.

6.4. Benefit Limitations.

Your Accumulated Benefit under the Plan may not exceed the maximum amount permitted under Code § 415 and the applicable Treasury Regulations.

SECTION 7 PAYMENT PLANS

7.1. Standard Payment Form.

The “Standard Payment Form” under the Plan is a Life Only Annuity which provides you with monthly benefit payments beginning on your Benefit Commencement Date and terminating upon your death.

The monthly benefit payment amounts of the Standard Payment Form will be equal installments of a fixed amount equal to your Accumulated Benefit as of your Benefit Commencement Date unless you make an election pursuant to Section 9 (“Adjustments to Benefit After Commencement Date”) to continue to accumulate the Annual Adjustments described in Section 6.3 (“The Annual Adjustment”).

7.2. Qualified Joint and Survivor Annuity Options.

A. Qualified Joint and 50% Survivor Annuity.

1. If your retirement benefits are to commence and you are legally married throughout the twelve (12) consecutive month period ending on your Benefit Commencement Date, you will receive your benefits in the form of a Qualified Joint and 50% Survivor Annuity instead of the Standard Payment Form (Life Only Annuity) unless you effectively elect not to take payment under the Qualified Joint and 50% Survivor Annuity form of benefit.

The Qualified Joint and 50% Survivor Annuity means an annuity payable for your lifetime with a survivor annuity for your Spouse’s lifetime which is equal to one-half (1/2) of the amount of the annuity payable during the joint lives of you and your Spouse.

2. The amount of benefits payable as a Qualified Joint and 50% Survivor Annuity will be the Actuarial Equivalent of the amounts payable to you in the Standard Payment Form (Life Only Annuity). In no event will the amount of benefits payable as a Qualified Joint and 50% Survivor Annuity exceed the amount payable in the Standard Payment Form (Life Only Annuity).
3. The “Election Period” is the ninety (90) day period ending on the due date of your first retirement benefit payment.

The Administrative Manager will, within a reasonable period of time before the due date for your first retirement benefit payment, provide you with a written explanation in non-technical language of the following:

- a. The terms and conditions of the Qualified Joint and 50% Survivor Annuity.
- b. Your right to make, and the effect of, an election to waive the Qualified Joint and 50% Survivor Annuity form of benefit.

- c. Your Spouse's rights with respect to his or her required consent to your election to waive the Qualified Joint and 50% Survivor Annuity form of benefit.
 - d. The right to make, and the effect of, a revocation of your election to waive the Qualified Joint and 50% Survivor Annuity form of benefit.
4. An election made pursuant to this Section may be revoked or a revoked election may be reinstated in writing during the Election Period in the manner as prescribed by the Administrative Manager.
5. All elections and revocations will be made on the appropriate form available from the Administrative Manager and will be effective only upon your completion, signing, and filing of the form with the Administrative Manager during the Election Period.
6. Your election to waive the Qualified Joint and 50% Survivor Annuity will not take effect unless one of the following conditions is satisfied:
 - a. Your Spouse consents in writing to your election and your Spouse's consent acknowledges the effect of such election and is witnessed by a Plan representative or notary public; or
 - b. It is established to the satisfaction of a Plan representative that the consent required under paragraph (a) above may not be obtained because there is no Spouse, because your Spouse cannot be located, or because of such other circumstances as the Secretary of the Treasury may by regulations prescribe.
7. Any consent by a Spouse, or establishment that a Spouse's consent cannot be obtained, will be effective with respect only to such Spouse.
8. The monthly benefit payment amounts of the Qualified Joint and 50% Survivor Annuity form of benefit will be equal installments of a fixed amount that is not subject to the Plan's variable benefit formula. However, you may elect to continue accumulating Annual Adjustments (as described in Section 6.3 ("The Annual Adjustment")) if the spousal waiver and consent requirements described in this Subsection have been satisfied.

B. Qualified Optional Survivor Annuity.

1. If your retirement benefits are to commence, and you are legally married for the twelve (12) consecutive month period ending on your Benefit Commencement Date, you may elect to receive your benefits in the form of a Qualified Optional Survivor Annuity instead of the Standard Payment Form (Life Only Annuity) or the Qualified Joint and 50% Survivor Annuity form.
2. The term "Qualified Optional Survivor Annuity" means an annuity payable for your lifetime with a survivor annuity payable for your Spouse's lifetime

that is equal to seventy-five percent (75%) of the amount of the annuity payable during the joint lives of you and your Spouse.

3. The amount of benefits payable as a Qualified Optional Survivor Annuity will be the Actuarial Equivalent of the amounts payable to you in the Standard Payment Form (Life Only Annuity).
4. The waiver and consent requirements described in Subsection 7.2(A) above will continue to apply to the election of a benefit in the form of a Qualified Optional Survivor Annuity.
5. The monthly benefit payment amounts of the Qualified Optional Survivor Annuity form of benefit will be equal installments of a fixed amount that is not subject to the Plan's variable benefit formula. However, you may elect to continue accumulating Annual Adjustments (as described in Section 6.3 ("The Annual Adjustment")) if the spousal waiver and consent requirements described in Subsection 7.2(A) above have been satisfied.

7.3. Survivor Death Benefit Annuity for Certain Married Participants.

A. Qualified Preretirement Survivor Annuity.

1. A Qualified Preretirement Survivor Annuity will be payable to the Qualified Spouse, provided all of the following conditions are met:
 - a. Immediately prior to your death, you have a non-forfeitable right to your Accumulated Benefit;
 - b. You die prior to your Benefit Commencement Date; and
 - c. You are survived by a Qualified Spouse.
2. If you die prior to attaining your Early Retirement Date, the Qualified Preretirement Survivor Annuity payable under this Subsection to a Qualified Spouse is the annuity that would be paid to your Qualified Spouse given the following assumptions:
 - a. You terminated Employment on the day before your death;
 - b. You survived to the first day of the month after you attained your Early Retirement Date; and
 - c. Your payments under the Qualified Joint and 50% Survivor Annuity form of payment commenced on the first day of the month after you attained your Early Retirement Date and you died the following day.
3. If you die after attaining your Early Retirement Date and/or Normal Retirement Date, the Qualified Preretirement Survivor Annuity payable

under this Subsection to a Qualified Spouse is the annuity that would be paid to your Qualifying Spouse given the following assumptions:

- a. You terminated Employment on the day before your death if you did not terminate Employment prior to your death;
 - b. You terminated Employment on the actual date you terminated Employment, if you terminated Employment prior to your death but did not submit a completed application for benefits to the Plan, and your benefit payments did not otherwise commence;
 - c. You survived to the first day of the month after your death; and
 - d. You commenced payments under the Qualified Joint and 50% Survivor Annuity form of payment on the first day of the month after your death.
4. The exception to the above rules is that if you do not have fifteen (15) years of Benefit Accrual Service at the time of your death, your Spouse will not be eligible for an Early Retirement Benefit. In such a case, your surviving Spouse will not be eligible to receive the Qualified Preretirement Survivor Annuity benefit until the date upon which you would have attained your Normal Retirement Date.
 5. The monthly benefit payment amounts of the Qualified Preretirement Survivor Annuity form of benefit will be equal installments of a fixed amount that is not subject to the Plan's variable benefit formula. However, a Qualified Spouse will be afforded the election opportunity described in Section 9.2 ("Election Opportunity for Qualified Spouse").

B. Election to Defer Commencement of Payments.

1. Prior to the commencement of benefits, a Qualified Spouse may elect to defer the commencement of payments to the first day of any month not later than the April 1 following the calendar year in which you would have attained age seventy years and six months (70½).
2. In the event of such deferral, payments will be made only if the Qualified Spouse survives to the Benefit Commencement Date elected and then will be paid in monthly installments for so long as the Qualified Spouse will live.
3. The amount of each monthly payment will be paid in equal installments of a fixed amount unless the Qualified Spouse elects for his or her monthly benefit payment amounts to continue accumulating Annual Adjustments (described in Section 6.3) as provided in Section 9.2 ("Election Opportunity for Qualified Spouse").
4. Elections under this Subsection will be made on the appropriate form available from the Administrative Manager and will be effective only upon the Qualified Spouse completing, signing, and filing the form with the Administrative Manager.

SECTION 8 COMMENCEMENT OF BENEFITS

8.1. General Rules.

Payment of the non-forfeitable portion of your vested benefits will commence as follows:

- A. If you are eligible for, and elect to receive, a benefit prior to becoming eligible for the Normal Retirement Benefit, your benefit will commence on the first day of the first month following the date on which the Administrative Manager determines that the benefit is payable, or as soon as practicable thereafter;
- B. If you are eligible to receive a benefit as of your Normal Retirement Date, and you have not already begun receiving benefits, the Plan will commence payments to you on the first day of the first month following your Normal Retirement Date, or as soon as practicable thereafter, but no later than the sixtieth (60th) day after the close of the Plan Year in which you attain your Normal Retirement Date;
- C. If you are not eligible to receive a benefit as of your Normal Retirement Date, the Plan will commence payments to you on the first day of the first month following the date you become eligible to receive a benefit, or as soon as practicable thereafter, but not later than the sixtieth (60th) day after the close of the Plan Year in which you become eligible to receive a benefit; and
- D. You may elect to defer the commencement of benefits by notifying the Administrative Manager in writing prior to the date on which benefits would otherwise commence. Once benefits commence, you may not elect to defer benefits.

8.2. Minimum Required Distributions.

The Plan will commence your monthly benefit payments if you:

- A. Have attained age seventy years and six months (70½);
- B. Are eligible to receive benefits; and
- C. Have not commenced receiving benefits, no later than April 1 of the calendar year following the calendar year in which you attain age seventy years and six months (70½).

Notwithstanding anything to the contrary, the Plan will apply the minimum distribution requirements of Code § 401(a)(9) and its applicable regulations.

8.3. Lost Participants.

- A. When:
 - 1. The Plan is required by its terms or applicable law to make a payment or distribution to a Participant, Spouse, or other person or entity (a "Payee"); and

2. The Administrative Manager cannot, having undertaken reasonable efforts to do so, locate the Payee;

the payment or distribution will be forfeited to the Plan subject to a right to reinstatement, which the Payee (or a person authorized to act on the Payee's behalf) may exercise after forfeiture by submitting a written claim to the Administrative Manager for the payment or distribution. The right to reinstatement under this Section includes only the amount of the payment or distribution that was due at the time of forfeiture. The Plan will not pay interest or any other amounts.

At the time the payment or distribution of a Payee that cannot be located is forfeited, the Plan will deem the forfeiture as a waiver by the Payee of the election opportunity described in Section 9.1 ("Election Opportunity to Maintain Variable Formula").

- B. When a payment or distribution to a Payee has been forfeited in accordance with this Section, and the Payee has not exercised the right of reinstatement:
 1. The Administrative Manager will be deemed to have undertaken reasonable efforts to locate that Payee with respect to all payments or distributions that subsequently become due to that Payee; and
 2. The Plan will deem the Payee to be deceased or defunct, as applicable.

8.4. Retroactive Payments.

Except as expressly required by law, the Plan will not make retroactive distributions to Participants, Spouses, or Beneficiaries. In the event that a distribution with respect to a non-forfeitable benefit was not made that could have or should have been made, future annuity payments will be actuarially adjusted to reflect payments that were not made.

8.5. Age Discrimination.

Notwithstanding any other provision of the Plan, the Accumulated Benefit that the Plan uses to determine the amount of monthly benefit payments as of the Benefit Commencement Date and thereafter will not be less than the amount of the Accumulated Benefit of a similarly situated younger individual who is or could be a Participant, computed in accordance with Code §§ 411(b)(1)(H) and (b)(5) and the applicable Treasury Regulations.

SECTION 9 ADJUSTMENTS TO BENEFIT AFTER COMMENCEMENT DATE

9.1. Election Opportunity to Maintain Variable Formula.

Upon the commencement of benefits, your, or your Beneficiary's, monthly benefit payment amount will be paid in equal installments of a fixed amount that is not subject to the Annual Adjustment described in Section 6.3 ("The Annual Adjustment"). However, you or your Beneficiary who is or will be entitled to monthly benefit payments may make a one-time election that the monthly benefit payments will continue to accumulate Annual Adjustments. Such election must be made in the manner prescribed by the Trustees and the Administrative Manager.

- A. If you or your Beneficiary receives monthly benefit payments as equal installments of a fixed amount, the monthly benefit payment amount will not continue to accumulate Annual Adjustments.
- B. If you or your Beneficiary makes an election that monthly benefit payments will continue to accumulate Annual Adjustments, you or your Beneficiary will not be permitted to subsequently elect that the monthly benefit payment amount be paid in equal installments of a fixed amount that is not subject to the Annual Adjustment.
- C. If you or your Beneficiary does not make an election that the monthly benefit payments will continue to accumulate Annual Adjustments, the absence of such an election will be deemed to be an election that the monthly benefit payment amount be paid in equal installments of a fixed amount that is not subject to the Annual Adjustment.

9.2. Election Opportunity for Qualified Spouse.

Prior to his or her Benefit Commencement Date, a Qualified Spouse entitled to benefits under Subsection 7.3(A) ("Qualified Preretirement Survivor Annuity") may elect that the monthly benefit payment amounts will continue to accumulate Annual Adjustments. Such an election must be made in the manner prescribed by the Trustees and the Administrative Manager.

9.3. Benefit Formula Election for the Disability Retirement Benefit.

If you are entitled to a Disability Retirement Benefit under Section 5.4 ("Disability Retirement Benefit"), you will make the benefit formula election described in Section 9.1 above prior to your Benefit Commencement Date. Your election will be subject to the spousal consent and waiver requirements described in Section 7.2 ("Qualified Joint and Survivor Annuity Options"). If you are legally married upon attaining your Normal Retirement Date, you will not have a second opportunity to make the benefit formula election described in Section 9.1 above.

9.4. Benefit Formula Elections Made Prior to May 1.

If you or your Beneficiary:

- A. Will receive monthly benefit payments in equal installments of a fixed amount (as provided in Section 9.1 above) that is not subject to the Annual Adjustment; and

- B. The Benefit Commencement Date occurs prior to the date the Annual Adjustment is made to your Accumulated Benefit, which is May 1 (as provided in Subsection 6.3(C));

your Accumulated Benefit will be subject to one final Annual Adjustment as determined for the Plan Year prior to the year in which you or your Beneficiary commences benefits. After this final Annual Adjustment is made to your Accumulated Benefit, you or your Beneficiary will receive benefit payment amounts in equal installments of a fixed amount.

Example 1. If you elect to receive your benefit payments in equal installments and you have a Benefit Commencement Date of March 1, your benefit payments will be paid in equal installments for the months of March and April equal to your Accumulated Benefit as of the beginning of the prior Plan Year plus any Annual Service Credits earned since then. Your Accumulated Benefit will then be subject to one final Annual Adjustment occurring on May 1 to account for the Realized Investment Earnings in the Plan Year prior to the year in which the Benefit Commencement Date occurs. The Participant's benefit payments beginning in May and thereafter will reflect the application of the final Annual Adjustment.

Example 2. If you elect to receive your benefit payments in equal installments and you have a Benefit Commencement Date of September 1, your benefit payments will be paid in equal installments equal to your Accumulated Benefit as of the beginning of the current Plan Year plus any Annual Service Credits earned since then. Your Accumulated Benefit will not be subject to a final Annual Adjustment as described above in Example 1.

SECTION 10 RESUMPTION OF EMPLOYMENT AFTER RETIREMENT

10.1. Suspension of Normal Retirement Benefits.

- A. If you have attained your Normal Retirement Date, you are eligible to receive benefits, and April 1 of the year following the calendar year in which you attain age seventy years and six months (70½) has not passed, your monthly retirement benefit payments will be suspended for any month in which you perform or are paid for work in Disqualifying Employment, subject to the rules of this Section.
- B. For purposes of this Section, the term “Disqualifying Employment” means employment or self-employment in any month in which you work or are paid for more than sixty-four (64) hours and which:
 - 1. Is with an employer or business that is engaged in any business or industry of a type engaged in by any Contributing Employer when your retirement benefit payments began (or would have begun if you had not remained in or returned to employment);
 - 2. Is performed, in whole or in part, either in any of the Counties of Hennepin, Ramsey, Dakota, Anoka, Washington, Scott, and Carver, Minnesota or in the geographic area covered by any of the Collective Bargaining Agreements under which the Plan is established and maintained; and
 - 3. Involves the use of a skill or skills learned during your Covered Service or supervisory skills related to those skills.

If your monthly retirement benefit payments are suspended, the industry and geographic area covered by the Plan will, for purposes of future suspensions, be considered to be the industry and geographic area covered by the Plan when your monthly retirement benefit payments resume.

- C. Paid non-work time counts as Disqualifying Employment if paid for vacation, holiday, illness or other incapacity, layoff, jury duty, or other leave of absence. Time compensated under a workers’ compensation or temporary disability law does not count as Disqualifying Employment.

10.2. Suspension of Benefits Other Than Normal Retirement Benefits.

- A. If you are eligible to receive a retirement benefit other than a Normal Retirement Benefit and April 1 of the calendar year following the calendar year in which the you attain age seventy years and six months (70½) has not passed, your monthly benefit payment will be suspended for any month in which you perform or are paid for work in Disqualifying Employment, subject to the provisions of this Section.

- B. For purposes of this Section, the term “Disqualifying Employment” means employment or self-employment which:
1. Is with an employer or business which:
 - a. Engages, at any of its facilities, in sales to consumers of groceries, meats, prepared foods, baked goods, or other products sold by Contributing Employers whether the employer is engaged in selling a full line of these products or is a specialty retailer. Employment with an employer or business which engages in general retailing where the sales of groceries, meats, prepared foods, baked goods, or other products sold by Contributing Employers is an inconsequential part of the business when considered (1) as a whole, and (2) at each and every facility operated by the employer or business, is not considered to be Disqualifying Employment;
 - b. Engages in baking, meat cutting and processing, cooking or otherwise preparing food items for consumption, and the packaging of food items, unless the employer or business is a restaurant where all but an inconsequential part of its product is consumed on the premises;
 - c. Engages in the wholesale sales of groceries, meats, prepared foods, baked goods, or other products sold by Contributing Employers;
 - d. Manufactures products sold by Contributing Employers; or
 - e. Consults to, sells, or represents products or services to any employer or business described in this Subsection; and
 2. Is performed, in whole or in part, in the State of Minnesota or in any portion of a Standard Metropolitan Statistical Area which is located in part in Minnesota and in part in another state; and
 3. Is in any job or capacity, whether as an employee or independent contractor, with an employer or business described in Subsection 10.2(B)(1) above. Employment with an employer or business which manufactures products sold by Contributing Employers will be considered to be Disqualifying Employment only if the Participant’s position involves, in whole or in part, consulting with or selling or representing of products to Contributing Employers. Employment with an employer or business which is a Contributing Employer will be considered Disqualifying Employment only for any month in which the Participant works or is paid for more than sixty-four (64) hours.
- C. Paid non-work time counts as Disqualifying Employment if paid for vacation, holiday, illness or other incapacity, layoff, jury duty, or other leave of absence. Time compensated under a workers’ compensation or temporary disability law does not count as Disqualifying Employment.

10.3. Notices and Procedures.

- A. You are required to notify the Plan in writing within twenty-one (21) days after starting any work of a type that is or may be Disqualifying Employment whether or not the employment is or is intended to be sixty-four (64) or fewer hours per month. The notice must inform the Plan of the name and address of your employer, the name and address of your place of employment (if different from your employer's name and address), your job classification, the duties you will perform, the businesses in which the employer is engaged, and the products in which the employer deals.
- B. If the Plan requests, you must provide the Plan with access to reasonable information for the purpose of verifying your employment. The information which the Plan may require for this purpose may include, but is not limited to, paycheck stubs, Internal Revenue Forms 1040 (with attachments), and release forms permitting the Plan to obtain information from your employer.
- C. The Plan is entitled to request that you periodically:
 - 1. Certify to the Plan in writing, on a form acceptable to the Plan, that you are unemployed or, in the alternative;
 - 2. Provide information satisfactory to the Plan to enable the Plan to conclude that any of your employment is not Disqualifying Employment.
- D. If you fail to respond to the Plan's request for information or certification or provide an incomplete or inadequate response, the Plan may withhold the payment of your monthly benefit payments until you provide a complete and adequate response.
- E. If you have worked in Disqualifying Employment in any month and have failed to give timely notice, the Plan is entitled to presume that you worked sufficient hours in that month and all later months before you give the required notice to cause a suspension of benefits. You may overcome this presumption by providing evidence satisfactory to the Plan that your employment should not have resulted in a suspension of your benefits.
- F. The Plan will inform you if your benefits are being suspended by written notice given by personal delivery or first class mail during the first calendar month in which your monthly benefit payment is suspended.
- G. The Plan will notify Retirees at least once each Plan Year of the notification requirements and presumptions contained in this Section 10.
- H. If your benefits have been suspended, you must notify the Plan in writing when your Disqualifying Employment has ended. The Plan will not resume monthly benefit payments until you give this notice.
- I. You may request, in writing, that the Plan give you a determination as to whether a specific job or type of work will constitute Disqualifying Employment. Your request must include the name and address of your employer, the address of your place of employment, your job classification, the duties you will be performing, the

businesses in which the employer is engaged, and the products in which the employer deals. The Plan will make a determination only if you provide enough specific information for the Plan to reasonably conclude whether the employment is or is not Disqualifying Employment.

- J. You may seek a review of the Plan's determination to suspend your benefits or that certain employment is Disqualifying Employment in accordance with the Claims Procedures of Section 13 ("Claims Procedure").

10.4. Suspension and Resumption of Benefit Payments.

- A. The term "suspension of benefits" means non-entitlement to, and the non-payment of, benefits for the applicable month. If you were paid benefits for a month for which benefits were later deemed to be suspended, the Plan will recover the overpayment through deductions from your future benefit payments under Subsection 10.4(C).
- B. Payment of benefits will resume after suspension no later than the first day of the third (3rd) month after the last calendar month in which your benefits were suspended if, but only if, you have complied with the notification requirements of Subsection 10.3(A).
- C. Overpayments attributable to payments made for any month or months for which you had Disqualifying Employment will be deducted from monthly benefit payments otherwise paid or payable to you, your Beneficiary or other Payee subsequent to the period of suspension. The Plan will deduct, from any benefit suspended under Section 10.2 above, one hundred percent (100%) (or less if the suspended amount is less than one hundred percent (100%) of the payment) of the first monthly benefit payment upon resumption of benefits after suspension and twenty-five percent (25%) of each subsequent pension payment (except the last one if the remaining suspended amount is less than twenty-five percent (25%) of the payment).
- D. When monthly benefit payments resume following suspension under Sections 10.1 and 10.2 above, the amount of your monthly benefit will be the same dollar amount as it was immediately before the suspension unless an election has been made under Section 9.1 ("Election Opportunity to Maintain Variable Formula"). Suspended payments are permanently forfeited. If your benefit payments were suspended because of Disqualifying Employment that is also Covered Service, the amount of your monthly benefit upon the resumption of payments will include any additional amounts as provided in Section 6 ("Determining Retirement Benefit Amounts") as a result of any additional Benefit Accrual Service earned during this Disqualifying Employment.
- E. An election of a Payment Plan (under Section 7 ("Payment Plans")) in effect immediately prior to a suspension of benefits and any other benefit following your death will remain in effect if your death occurs while your benefits are suspended.

10.5. Controlling Regulation.

This Section 10 is intended to be interpreted and administered in accordance with the provisions of Department of Labor Reg. § 2530.203-3.

SECTION 11 APPLYING FOR BENEFITS

You may inquire about applying for your benefit up to twelve (12) months in advance of your eligibility for the benefit. However, you may not formally elect your benefit until ninety (90) days prior to your eligibility for the specific benefit.

To apply for benefits, you must submit a signed statement indicating when you want your retirement benefits to begin. You must send proof of your date of birth with your application and complete an Election of Payment Form, if not previously completed. If you and your Spouse decide not to waive the automatic qualified joint and survivor annuity, you will need to provide proof of your marriage and of your Spouse's date of birth. If you are applying for a Disability Retirement Benefit, you must submit a copy of the official written determination of the Social Security Administration awarding you disability benefits, your doctors' names and addresses, and signed medical release forms enabling the Fund Office to obtain necessary medical information.

The Administrative Manager will notify you in writing of a benefit denial within ninety (90) days after receiving your application for benefits. The Plan may extend this deadline up to ninety (90) days if the extension is due to special circumstances that require an extension as long as the Administrative Manager notifies you in writing of the special circumstances (and the expected decision date) within ninety (90) days after receiving your application.

SECTION 12 AMENDMENT AND TERMINATION OF THE PLAN

12.1. Plan Amendment.

The Trustees will have the right to amend this Plan in any and all respects at any time and from time to time; provided, however, that any such amendment:

- A. Will not deprive you or your Beneficiary of any right or benefits, including any vested interest, acquired prior to such amendment, except as may be required to qualify the Plan under the Code, as amended;
- B. Will not be in conflict with the Collective Bargaining Agreement with the Union;
- C. Will not provide for the use of funds or assets held under this Plan other than for the exclusive benefit of you, your Beneficiaries, or joint annuitants, and no funds contributed by Employers to this Plan or funds or assets of the Plan will ever revert to or be used or enjoyed by such Employers prior to the satisfaction of all liabilities under this Plan to you or your Beneficiaries (except as to any contribution or payment made by mistake of fact which may be returned to the extent permitted by law);
- D. Will not reduce your accrued benefit, within the meaning of Code § 411(d)(6) and its applicable regulations, determined at the time of such amendment except in conformity with such rules under the Code and the applicable regulations; and
- E. Will be made in the manner prescribed in the Trust Agreement.

You will be notified of any amendment made to the Plan and any such amendment will be effective on the date specified.

12.2. Plan Termination.

While it is intended that this Plan continue indefinitely, the right to terminate the Plan pursuant to the terms and conditions set forth in the Trust Agreement under which the Plan is established is expressly reserved by the Trustees. Upon such action, no further contribution by Employers will be made or accepted.

Upon the termination of this Plan or upon the partial termination of the Plan as determined under the provisions of ERISA, the accrued benefit of each Participant as of the date of the Plan's termination will be fully vested (i.e., non-forfeitable).

Prior to any termination of this Plan, all required notices will be filed with the Internal Revenue Service and the Pension Benefit Guaranty Corporation ("PBGC") (established under ERISA § 4001) and no amounts under the termination procedure will be paid until such time as a "Notice of Sufficiency" is received from the PBGC.

After notice by the Plan Administrator to the PBGC that the Plan is to be terminated and upon receipt by the Plan Administrator of a notice from the PBGC that the assets held under the Plan are sufficient to discharge when due all obligations of the Plan with respect to the basic benefits of Participants, the Plan Administrator will allocate the assets of the Plan in the order set forth in Section 8 of the Trust Agreement under which the Plan is

established, to the extent the assets are available to provide benefits to Participants and Beneficiaries.

12.3. Merger or Consolidation.

Upon the merger or consolidation of the Plan with, or the transfer of assets or liabilities of the Plan to, any other plan, and only to the extent required by regulations promulgated, or to be promulgated, by the PBGC, each Participant will, assuming the Plan then terminated, receive a benefit immediately after the merger, consolidation, or transfer which is equal to or greater than the benefit the Participant would have been entitled to receive immediately before the merger, consolidation, or transfer, assuming that the Plan had then terminated.

SECTION 13 CLAIMS PROCEDURE

13.1. Reliance on Records.

In any controversy, claim, demand, suit of law, or other proceeding between any Participant, Beneficiary, or any other individual and the Trustees, the Trustees will be entitled to rely upon any facts appearing in the records of the Trustees, with the Union, or with the Employers, any facts certified to the Trustees by the Union or the Employers, any facts which are of public record, and any other evidence pertinent to the issue involved.

13.2. Submission to Trustees.

All questions or controversies, of any and all character, arising in any manner or between any parties or individuals in any manner, or between any parties or individuals in connection with the Trust Fund or the operation of the Trust Fund, whether as to any claim for any benefits preferred by any Participant, Beneficiary, or any other individual, or whether as to the construction of the language or meaning of the by-laws, rules, and regulations adopted by the Trustees or this instrument, or as to any writing, decision, instrument or accounts in connection with the operation of the Trust Fund or otherwise, will be submitted to the Trustees or, in the case of questions related to claims for benefits, to an Appeals or Review Committee whose decision will be final and binding on all individuals dealing with the Trust Fund or claiming benefits under the Plan.

13.3. Settling Disputes.

The Trustees may in their sole discretion compromise or settle any claim or controversy in such manner as they determine best, and any majority decision made by the Trustees in compromise or settlement of a claim or controversy, or any compromise or settlement agreement entered into by the Trustees, will be conclusive and binding on all parties interested in this Trust.

13.4. Appeal of Adverse Determination.

- A. A claimant will have only sixty (60) days (or, in the case of a claim for Disability Benefits, one hundred eighty (180) days) after receiving notice of an adverse benefit determination to submit a written appeal of the determination to the Administrative Manager at the Fund Office explaining why the determination should be reviewed. In support of the appeal, the claimant (or the claimant's duly authorized representative) may submit written comments, documents, records, and other information relating to the claim for benefits which the claimant believes will support the claim but will not have the right to make a personal appearance before the Trustees or any committee created by the Trustees. Upon request and free of charge, the claimant (or the claimant's duly authorized representative) will receive reasonable access to and copies of all documents, records, and other information relevant to the claim.
- B. The Trustees reserve the right to refuse to treat an individual as a claimant's duly authorized representative unless the claimant has delivered to the Administrative Manager at the Fund Office a letter explicitly authorizing the individual to serve as the claimant's duly authorized representative.

- C. The review will be conducted by an Appeals or Review Committee (or, if none has been appointed, by the Board of Trustees acting as an Appeals Committee). The review will take into account all comments, documents, records, and other information the claimant submits relating to the claim regardless of whether they were submitted prior to the adverse benefit determination.
- D. If the appeal relates to a claim for Disability Benefits, the review will not be conducted by anyone who made the adverse benefit determination or who reports to the individual or committee that made the adverse benefit determination, and the review will not afford deference to the adverse benefit determination. If the appeal relates to an adverse benefit determination that was based at least in part on a medical judgment (including a judgment about whether a particular treatment, drug, or other item is experimental, investigational, or not medically appropriate or necessary), the Appeals Committee will consult with a health care professional who is trained and experienced in the field of medicine involved in that medical judgment, who was not consulted in connection with the adverse benefit determination and who does not report to anyone who was so consulted. Upon request, the Plan will identify any health care professional whom the Appeals Committee consulted in relation to the claim.
- E. The Appeals or Review Committee will review the appeal at its next regularly scheduled meeting after the Administrative Manager receives the appeal, unless the Administrative Manager receives the appeal within thirty (30) days of that meeting. In that case, the Appeals or Review Committee will review the appeal at the second regularly scheduled Appeals Committee meeting after the Administrative Manager receives the appeal. If special circumstances require a further extension of time for processing, the Plan will notify the claimant of the extension in writing (describing the special circumstances and the expected decision date) before the extension begins, and the Appeals Committee will review the appeal no later than the third regularly scheduled Appeals Committee meeting after the Administrative Manager receives the appeal.
- F. Once the Appeals Committee reviews the appeal, the Plan will notify the claimant (or the claimant's duly authorized representative, if any) of the appeal decision within five (5) business days.
- G. If the appeal is partly or completely denied, the notification of adverse benefit determination on review will be written in a manner calculated to be understood by the claimant and will:
 - 1. Provide the specific reason or reasons for the denial of the appeal;
 - 2. Reference the specific Plan provisions on which the denial is based;
 - 3. State that the claimant has the right to receive, upon request and free of charge, reasonable access and copies of all documents, records, and other information relevant to the claim;
 - 4. State the claimant has the right to bring a civil action under ERISA § 502(a);

5. If the Plan relied on an internal rule in denying an appeal for a Disability Benefit, either provide a copy of the rule or state that the claimant can obtain a copy of the rule, upon request and free of charge, from the Plan; and
6. If an appeal for Disability Benefits was denied based on a medical necessity or experimental treatment or similar exclusion or limit, either provide an explanation of the scientific or clinical judgment for the determination (applying the terms of the Plan to the claimant's medical circumstances) or state that the claimant can obtain that explanation, upon request and free of charge, from the Plan.

13.5. Sole Remedy.

The procedures specified in this Section will be the sole and exclusive procedures available to a Participant, Beneficiary, or any other individual who is dissatisfied with an eligibility determination or benefit award, or who is otherwise adversely affected by any action of the Trustees or of any committee created by the Trustees.

SECTION 14 GENERAL PLAN INFORMATION

This Summary Plan Description (“SPD”) covers only the highlights of the Minneapolis Retail Meat Cutters and Food Handlers Variable Annuity Pension Plan (the “Plan”) and is subject to, and qualified by, the detailed provisions of the written Plan Document. A complete copy of the Plan Document can be obtained via written request to the Administrative Manager and/or is available for review at the Fund Office. If any statements contained in this SPD are inconsistent with any provisions of the Plan Document, the provisions of the Plan Document will govern.

The Plan is subject to continuing approval from the U.S. Department of the Treasury. Certain benefits provided by the Plan are subject to plan termination insurance with PBGC pursuant to ERISA.

It is the Trustees’ intention to continue the Plan indefinitely. However, the Trustees must reserve the right to modify or discontinue the Plan. In addition, the provisions of the Plan are subject to any changes required by the Internal Revenue Service or the Department of Labor in order to comply with federal law or regulations.

Your participation in the Plan is not a guarantee of future benefits or future employment. The following information provides important facts about the Plan which you should know.

14.1. Plan Name.

The Minneapolis Retail Meat Cutters and Food Handlers Variable Annuity Pension Plan.

14.2. Board of Trustees.

A Board of Trustees is responsible for the operation of this Plan. The Board of Trustees consists of equal numbers of Trustees selected by the Contributing Employers and the local Union. If you wish to contact the Board of Trustees, you may use the following address and telephone numbers:

Board of Trustees
Minneapolis Retail Meat Cutters and Food
Handlers Variable Annuity Pension Plan
3001 Metro Drive, Suite 500
Bloomington, MN 55425
(952) 851-5797 or toll free (844) 468-5917

14.3. Plan Administrator.

The Plan Administrator is the Board of Trustees. The Board of Trustees has delegated responsibility for the day-to-day administration of the Plan to Wilson-McShane Corporation, the Administrative Manager. If you wish to contact the Administrative Manager, you may use the following address and telephone numbers:

Wilson-McShane Corporation
3001 Metro Drive, Suite 500
Bloomington, MN 55425
(952) 851-5797 or toll free at (844) 468-5917

14.4. Identification Numbers.

The Employer Identification Number (“EIN”) is 83-2598425. The Plan Number is 001.

14.5. Medium for Providing Benefits.

All Plan assets are held in the Trust Fund by the Trustees for the purpose of providing benefits to eligible Participants and defraying reasonable administrative expenses.

14.6. Fiscal Year and Plan Year.

Both the Plan’s fiscal year and its Plan Year are the calendar year.

14.7. Agent of Service for Legal Process.

Wilson-McShane Corporation is the Plan’s agent for service of legal process. Accordingly, if legal disputes involving the Plan arise, any legal documents should be served upon Wilson-McShane Corporation at the address provided above in Section 14.3. However, legal documents also may be served upon any individual Trustee.

14.8. Collective Bargaining Agreements.

This Plan and the Trust Fund are maintained in accordance with collective bargaining agreements. Copies of those agreements may be obtained by Participants and Beneficiaries upon written request to the Administrative Manager or may be examined at the Fund Office during normal business hours.

Participants and Beneficiaries also may receive from the Administrative Manager, upon written request, information as to whether a particular employer or employee organization is a sponsor of the Plan and, if the employer or employee organization is a sponsor of the Plan, the sponsor’s address.

14.9. Source of Contributions.

Contributions to the Plan are made by Contributing Employers working within the jurisdiction of the Collective Bargaining Agreements, or other approved written agreements, on behalf of their Employees. The amounts of contributions are negotiated through the Collective Bargaining Agreements or other approved written agreements.

14.10. Type of Plan.

This is a defined benefit pension plan maintained for the purpose of providing retirement benefits to eligible Participants.

14.11. Eligibility and Benefits.

The types of benefits provided, eligibility, and circumstances that may result in disqualifications, ineligibility, denial, or loss of any benefits as generally described in this SPD are contained in the Plan Document available at the Fund Office.

14.12. 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 the PBGC guarantees is set by law. Under the multiemployer program, the PBGC guarantee equals a participant's years of service multiplied by: (1) one hundred percent (100%) of the first \$11 of the monthly benefit accrual rate; and (2) seventy-five percent (75%) of the next \$33. The PBGC's maximum guarantee limit is \$35.75 per month times a participant's years of service. For example, the maximum annual guarantee for a retiree with thirty (30) years of service would be \$12,870.

A. 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.

B. The PBGC guarantee generally does not cover:

1. Benefits greater than the maximum guaranteed amount 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:
 - a. The date the Plan terminates; or
 - b. The date 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 becomes insolvent; and
5. Non-pension 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 guarantees, ask your Plan Administrator or contact the PBGC's Technical Assistance Division, 1200 K Street, N.W., Suite 930, Washington, D.C. 20005-4026 or call (202) 326-4242 (not a toll-free number). TTY/TDD users may call the federal relay service toll free at (800) 877-8339 and ask to

be connected to (202) 326-2444. Additional information about the PBGC's pension insurance program is available through the PBGC's website: <http://www.pbqc.gov>.

14.13. Rights and Responsibilities.

As someone who is a Participant in this Plan, you probably are aware of the fact that the benefits are paid in accordance with the Plan's provisions out of the Trust Fund, which is used solely for that purpose. If you have any questions or problems as to benefit payments, you have the right to get answers from the Trustees who administer the Plan.

Those rights are set forth in a federal law called the Employee Retirement Income Security Act ("ERISA"). Section 15 ("Your Rights Under ERISA") describes your rights in more detail.

14.14. Trustee Authority.

The Board of Trustees has the authority to determine eligibility for benefits and construe the terms of the Plan Document, Summary Plan Description, Trust Agreement, and any other document relating to the Plan, and its rules and procedures, at its sole discretion. The Trustees' interpretation will be final and binding on all individuals dealing with the Plan or claiming a benefit from the Plan. If a decision of the Trustees is challenged in court, it is the intention of the Trustees that such decisions are to be upheld unless it is arbitrary and capricious.

14.15. Assignment of Benefits Prohibited.

Except as otherwise expressly permitted by the Plan or required by law, including a Qualified Domestic Relations Order ("QDRO"), the interests of persons entitled to benefits under the Plan may not in any manner whatsoever be assigned or alienated, whether voluntarily or involuntarily, or directly or indirectly. The Administrative Manager will establish reasonable procedures to determine the qualified status of Domestic Relations Orders and to administer distributions under such QDROs. A copy of such procedures are available from the Plan Administrator without charge. Where payments are to be made under a Domestic Relations Order before payments commence to the Participant, the present value of the benefits actually accrued for the Participant will be determined on an Actuarially Equivalent basis. Notwithstanding any other provisions of the Plan to the contrary, all benefits otherwise payable under the Plan with respect to a Participant will be adjusted to the extent necessary to comply with a QDRO.

SECTION 15 YOUR RIGHTS UNDER ERISA

As a Participant in the Minneapolis Retail Meat Cutters and Food Handlers Variable Annuity Pension Plan, you are entitled to certain rights and protections under ERISA.

15.1. Receive Information About Your Plan and Benefits.

ERISA provides that all Participants and Beneficiaries are entitled to the following rights:

- A. You have the right to examine, without charge, at the Fund Office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including insurance contracts and Collective Bargaining Agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration;
- B. You have the right to obtain, upon written request to the Administrative Manager, copies of documents governing the operation of the Plan, including insurance contracts and Collective Bargaining Agreements, and copies of the latest annual report (Form 5500 Series) and Summary Plan Description. The Administrative Manager may make a reasonable charge for the copies;
- C. You have the right to receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each Participant with a copy of this summary annual report;
- D. You have the right to obtain a statement telling you whether you have a right to receive a retirement benefit at Normal Retirement Age (age 65) and if so, what your benefits would be at Normal Retirement Age if you stop working under the Plan now. If you do not have a right to a retirement benefit, the statement will tell you how many more years you have to work to earn a right to a retirement benefit. 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; and
- E. You have the right to request a complete list of the Employers and employee organizations sponsoring the Plan upon written request to the Plan Administrator. A complete list of the Employers and employee organizations sponsoring the Plan is available for examination at the Fund Office.

15.2. Prudent Actions by Plan Fiduciaries.

In addition to creating rights for Participants, ERISA imposes duties upon the people who are responsible for the operation of this Plan. The people who operate the Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and 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 to prevent you from obtaining Plan benefits or exercising your rights under ERISA.

15.3. Enforce Your Rights.

If your claim for benefits is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

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

15.4. Assistance With Your Questions.

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

Exhibit A

Benefit Accrual Following Particular Contribution Schedules

The table below shows the Annual Service Credit Rate for Participants employed in Full-Time Employment by Contributing Employers pursuant to the Collective Bargaining Agreement. Contributing Employers must contribute to the Plan according to the contribution schedules reflected in the Collective Bargaining Agreement.

Contribution Period	Corporate Cub Annual Service Credit Rate	Non-Corporate Cub Annual Service Credit Rate
1/1/2019-12/31/2019	\$26.25	\$20.00
1/1/2020-12/31/2020	\$28.75	\$20.00
1/1/2021-12/31/2021	\$32.50	\$20.00
Effective 1/1/2022	\$35.00	\$20.00