UNITED FOOD AND COMMERCIAL WORKERS UNION LOCAL 152 RETAIL MEAT PENSION FUND

Summary Plan Description

(As in effect for participants retiring on or after July 1, 2025)

Important

Please read this Summary Plan Description in its entirety.

It describes benefits available under the United Food and Commercial Workers Union Local 152 Retail Meat Pension Plan (the "Plan") and summarizes situations in which those benefits may be reduced, suspended, delayed, forfeited, assigned, or denied, as well as your rights and responsibilities and the procedures and deadlines for filing a claim or appeal and taking legal action against the Plan and its fiduciaries.

If you cannot find answers to your question in this Summary Plan Description or want more information about the Plan, please contact the Plan's administrative offices (the "Fund Office") at the following address and telephone number:

UFCW Union Local 152 Retail Meat Pension Plan Administrator
27 Roland Avenue, Suite 100
Mount Laurel, NJ 08054
856-793-1590

INTRODUCTORY LETTER

Dear Participant,

The Board of Trustees of the United Food and Commercial Workers Union Local 152 Retail Meat Pension Fund is pleased to present you with this revised and updated Summary Plan Description ("SPD") describing your pension Plan benefits. This SPD covers Participants who retire or otherwise leave the Plan on or after July 1, 2025, and is not applicable to those who retired or left the Plan before that date except as otherwise indicated.

This SPD contains plan provisions relevant to members of collective bargaining units in the retail food industry. Other provisions apply to those in the meat packing industry and to those covered by the Plan pursuant to certain participation agreements between their Employers and the Board of Trustees.

This SPD also includes information regarding your responsibility to protect your Plan benefit from fraud and cybersecurity attacks and tips from the Department of Labor on what you can do to secure your Plan benefit. Please read this SPD carefully and keep it as part of your permanent records. This supersedes all earlier SPDs received.

In accordance with federal law and the minimum funding standards that govern multiemployer pension plans like the Plan, the Plan's actuary certified that the Plan was in "critical status" for the 2008 Plan Year, "critical and declining status" beginning in the 2016 Plan Year and continues to be in "critical and declining status". As conveyed in earlier communications, the Plan's Board of Trustees adopted a Rehabilitation Plan in accordance with the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), the purpose of which is to restore the financial health of the Plan through implementation of Schedules designed to provide, over a number of years, either an increase in Employer contributions to the Plan, a decrease in future benefit accruals, a decrease in adjustable benefits, or a combination thereof. An Employer either elects to adopt one of the Schedules as part of its collective bargaining agreement or becomes subject to a specific Schedule by default if the Union and Employer do not reach an agreement. The effect of the Rehabilitation Plan on your Plan benefits as described throughout this SPD depends upon the Schedule or Schedules previously adopted by (or applied by default to) your Employer. The Board of Trustees continues to monitor the funded status of the Plan and may make changes to the Rehabilitation Plan and the Schedules to the extent permitted or required by ERISA or other applicable law. If you have any questions regarding the impact of the Rehabilitation Plan on your Plan benefits, please contact the Fund Office.

In July of 2023, the Board of Trustees applied to Pension Benefit Guarantee Corporation ("PBGC") for assistance under the Special Financial Assistance ("SFA") Program ("Program") established by the American Rescue Plan Act of 2021. The Program provides funding assistance to underfunded multiemployer pension plans like the Plan to improve its financial health. The Plan's application with the PBGC was approved on March 25, 2024 and the Fund received SFA assets on April 25, 2024.

We realize that for many of you, retirement is a long way off. However, we hope that you will still take some time to familiarize yourself with your Plan. Please read this summary, discuss it with your Spouse, and keep this SPD in a convenient place.

Sincerely,

Board of Trustees

ALTHOUGH THIS SPD DESCRIBES YOUR PENSION PLAN, PLEASE NOTE THAT IT IS ONLY A SUMMARY OF THE PLAN. THE DETAILED PLAN PROVISIONS ARE SET FORTH IN THE PLAN DOCUMENT. IF THERE IS A CONFLICT BETWEEN THIS SUMMARY PLAN DESCRIPTION AND THE PLAN DOCUMENT, THE PROVISIONS OF THE PLAN DOCUMENT WILL CONTROL.

UNITED FOOD AND COMMERCIAL WORKERS UNION
LOCAL 152
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SECTION ONE

TERMS YOU NEED TO KNOW

While we have tried to avoid the use of technical or legal terms as much as possible, some terms could not be avoided. Here are some terms that you may be familiar with, or some that, for the purpose of this summary only, have a legal meaning. Whenever these terms are used in this summary, you should refer to these definitions. These terms will be capitalized.

Because we have tried to describe the Plan in everyday English and have not tried to cover unusual situations that might come up, we cannot be as precise as the Plan document. In case of any differences, the Plan document governs. You may request a copy of the Plan document at any time by contacting the Board of Trustees.

ACCRUED PENSION. The portions of your pension that you have already earned at any given point in time, i.e., the Plan's benefit rates multiplied by your applicable years of Benefit Credit.

BENEFIT CREDIT. Service credit for determining the eligibility for most Plan benefits and the amount of pension benefits. Benefit Credit may be Full-Time Benefit Credit, Part-Time Benefit Credit or a combination thereof.

BREAK IN SERVICE. A complete Break in Service occurs when a Participant fails to earn at least one-quarter year of Benefit Credit during 24 consecutive months.

CONTRIBUTING EMPLOYER OR EMPLOYER.

(a) Any employer that has a collective bargaining agreement with the Union requiring contributions to the Plan.

(b) The Union, but only for the purposes of covering individuals employed by the Union as Employees under the Plan. The Union will not be considered to be a contributing employer for any other purpose.

(c) Any other employer that has a collective bargaining agreement with a union obligating such employer to contribute to the Plan provided the Board of Trustees of the Plan approve such arrangement.

(d) Any employer that has entered into a participation agreement with the Board of Trustees.

COVERED EMPLOYMENT. Employment with a Contributing Employer which, through either a collective bargaining agreement or a participation agreement, requires contributions to the Plan.

EMPLOYEE. An individual employed by a Contributing Employer for whom the Employer is obligated to make contributions to the Plan. The term "Employee" specifically excludes self-employed persons or independent contractors. The term "Employee" shall also mean any Full-Time or Part-Time Employee of the Union participating in the Plan pursuant to a participation agreement.

FUND OFFICE. The administrative offices of the Plan.

HOURS OF SERVICE. Used to determine a Participant's Vesting Credit, and generally includes each hour for which a Participant is paid, or entitled to payment, for the performance of duties for a Contributing Employer. In this regard a Participant is credited with:

(a) 190 hours for each month that an Employer is obligated to make a contribution to the Plan in respect of the Participant's Full-Time employment; and

(b) 125 hours for each month that an Employer is obligated to make a contribution to the Plan in respect of the Participant's Part-Time employment; and

(c) Hours for which the Participant is entitled to payment and during which no duties are performed (e.g., vacation, holiday, sick leave and jury duty).

Note: *Generally when you are not earning Hours of Service, that time counts toward a Break in Service. (See Section Four for a more detailed explanation of service, and the definition of Break in Service above.) However, there are certain situations in which your service is "frozen." (See Section Six.)*

NORMAL RETIREMENT AGE. The date a Participant attains age 65.

PARTICIPANT. An Employee for whom a Contributing Employer is to make contributions to the Plan.

(a) A "**FULL-TIME**" Participant or Employee is an Employee for whom a Contributing Employer is required to make Full-Time contributions to the Plan.

(b) A "**PART-TIME**" Participant or Employee is an Employee for whom a Contributing Employer is required to make Part-Time contributions to the Plan.

PLAN. The United Food and Commercial Workers Union Local 152 Retail Meat Pension Plan.

PLAN YEAR. The 12-month period from July 1 through the following June 30.

REHABILITATION PLAN. The rehabilitation plan adopted by the Board of Trustees on May 20, 2009, in accordance with ERISA for the purpose of restoring the financial health of the Plan through implementation of one or more schedules designed to provide, over a number of years, either an increase in Employer contributions to the Plan, a decrease in future benefit accruals, a decrease in adjustable benefits, or a combination thereof. The Rehabilitation Plan has been reviewed and updated from time to time as required by ERISA and other applicable law.

SPOUSE. The person to whom you are legally married in accordance with the laws of any state or foreign jurisdiction.

UNION. United Food and Commercial Workers Union, Local 152.

VESTED BENEFIT. Any immediate or deferred benefit to which a Participant has gained (or under appropriate circumstances may gain) a nonforfeitable right under the terms of the Plan.

VESTING CREDIT. Service credited to determine whether a Participant has a nonforfeitable right to a benefit under the Plan.

SECTION TWO

THE OVERALL PICTURE
A SNAPSHOT VIEW

When did the Plan become effective?

The Plan became effective July 1, 1957. Since that date it has been revised many times, both to reflect changes in benefits and law. This SPD describes the Plan as in effect currently. Its provisions apply to all Participants for whom contributions have been made on or after July 1, 2025, except as otherwise provided.

How much Benefit Credit do I accumulate if I work as a Full-Time Employee?

When you work as a Full-Time Employee, the Full-Time Benefit Credit that you accumulate depends on several variables such as the period you work, when you retire, Employer contribution rates and the timing of your Employer's adoption of the Rehabilitation Plan.

Prior to the Board of Trustees' adoption of the Rehabilitation Plan, the normal retirement benefit for a Full-Time Employee who meets the eligibility requirements and earns Full-Time Benefit Credit is generally a monthly benefit equal to the sum of:

(1) $45 for each year of Full-Time Benefit Credit earned prior to July 1, 1986;
(2) $55 for each year of Full-Time Benefit Credit earned on or after July 1, 1986, but prior to July 1, 1997, and
(3) $60 for each year of Full-Time Benefit Credit earned on or after July 1, 1997.

Special Notes: *The conditions applicable to the Full-Time Benefit Credit rate include, without limitation, your Employer's contribution rate and the timing of your retirement. The rates set forth above assume that your Employer was obligated to contribute under a collective bargaining agreement at certain applicable contribution rates. If your Employer did not contribute at the applicable contribution rates, or other special conditions set forth in the Plan apply, your pension benefits may be based on different rates, including without limitation, the prior Full-Time Benefit Credit rate. Please contact the Fund Office for confirmation of the Full-Time Benefit Credit accrual rates applicable to you and your Employer.*

Subsequent to the Board of Trustees' adoption of the Rehabilitation Plan, the normal retirement benefit for a Full-Time Employee who meets the eligibility requirements and earns Full-Time Benefit Credit is generally a monthly benefit equal to the sum of:

(1) $45 for each year of Full-Time Benefit Credit earned prior to July 1, 1986;
(2) $55 for each year of Full-Time Benefit Credit earned on or after July 1, 1986, but prior to July 1, 1997;
(3) $60 for each year of Full-Time Benefit Credit earned on or after July 1, 1997, but prior to the effective date of your Employer's adoption of the Rehabilitation Plan as set forth below; and

(4) $55.74 for each year of Full-Time Benefit Credit earned on or after the effective date of your Employer's adoption of the Rehabilitation Plan as set forth below.

The effective date of each Employer's adoption of the Rehabilitation Plan as follows: October 1, 2010 for Acme Markets, Berks Packing, Holiday Markets, Incollingos, Murphy's Markets, Super Fresh and UFCW Local 152 Union Staff; February 1, 2011 for ShopRite; May 1, 2011 for George's Market at Dreshertown; July 1, 2012 for Avon Foods; and January 1, 2013 for Pathmark.

Special Note: *The rates set forth above assume that your Employer was obligated to contribute under a collective bargaining agreement at certain applicable contribution rates. If your Employer did not contribute at the applicable contribution rates, or other special conditions set forth in the Plan apply, your pension benefits may be based on different rates, including, without limitation, the prior Full-Time Benefit Credit rate. Also note that Employees of Incollingos received no Benefit Credit effective July 1, 2018 through April 30, 2020 due to financial distress of the Employer, but accrued Vesting Credit; and, Employees of Super Fresh and Pathmark received no Benefit Credit effective January 1, 2013 through December 31, 2014, due to financial distress of the Employers, but accrued Vesting Credit. Please contact the Fund Office for confirmation of the Full-Time Benefit Credit accrual rates applicable to you and your Employer.*

How much Benefit Credit do I accumulate if I work as a Part-Time Employee?

When you work as a Part-Time Employee, the Part-Time Benefit Credit that you accumulate depends on several variables such as the period you work, when you retire, Employer contribution rates and the timing of your Employer's adoption of the Rehabilitation Plan.

Prior to the Board of Trustees' adoption of the Rehabilitation Plan, the normal retirement benefit for a Part-Time Employee who meets the eligibility requirements and earns Part-Time Benefit Credit is generally a monthly benefit equal to the sum of:

(1) $21.38 for each year of Part-Time Benefit Credit earned prior to July 1, 1986;
(2) $24 for each year of Part-Time Benefit Credit earned on or after July 1, 1986, but prior to July 1, 1997; and
(3) $26 for each year of Part-Time Benefit Credit earned on or after July 1, 1997.

Special Note: *The conditions applicable to the Part-Time Benefit Credit rate include, without limitation, your Employer's contribution rate and the timing of your retirement. If your Employer did not contribute at the applicable contribution rates, or other special conditions set forth in the Plan apply, your pension benefits may be based on different rates, including without limitation, the prior Part-Time Benefit Credit rate. Please contact the Fund Office for confirmation of the Part-Time Benefit Credit accrual rates applicable to you and your Employer.*

Subsequent to the Board of Trustees' adoption of the Rehabilitation Plan, the normal retirement benefit for a Part-Time Employee who meets the eligibility requirements and earns Part-Time Benefit Credit is generally a monthly benefit equal to the sum of:

(1) $21.38 for each year of Part-Time Benefit Credit earned prior to July 1, 1986;

(2) $24 for each year of Part-Time Benefit Credit earned on or after July 1, 1986, but prior to July 1, 1997;
(3) $26 for each year of Part-Time Benefit Credit earned on or after July 1, 1997, but prior to the effective date of your Employer's adoption of the Rehabilitation Plan as set forth above; and
(4) $11.11 for each year of Part-Time Benefit Credit earned on or after the effective date of your Employer's adoption of the Rehabilitation Plan as set forth above.

Special Note: *The rates set forth above assume that your Employer was obligated to contribute under a collective bargaining agreement at certain applicable contribution rates. If your Employer did not contribute at the applicable contribution rates, or other special conditions set forth in the Plan apply, your pension benefits may be based on different rates, including without limitation, the prior Part-Time Benefit Credit rate. Also note that Employees of Incollingos received no Benefit Credit effective July 1, 2018 through April 30, 2020 due to financial distress of the Employer, but accrued Vesting Credit; and, Employees of Super Fresh and Pathmark received no Benefit Credit effective January 1, 2013 through December 31, 2014 due to financial distress of the Employers, but accrued Vesting Credit. Please contact the Fund Office for confirmation of the Part-Time Benefit Credit accrual rates applicable to you and your Employer.*

Burden of Proof Regarding Fund Records

The Fund's records regarding your work history, employment status, Hours of Service, Employer contributions, and all other matters affecting your eligibility for and amount of pension benefits are controlling in all cases. If you do not believe the Fund has full and accurate records for you regarding these matters, the burden of proof is on you to provide written documentation satisfactory to the Board of Trustees (in its sole and absolute discretion) of the additional information that you believe is relevant. If you fail to provide such satisfactory proof supporting your claim, the Board of Trustees will be unable to override the Fund's official records. You can review the Fund's records for you at the Fund Office during your normal business hours, or request a copy by calling the Fund Office.

When can I retire?

Your Normal Retirement Age is age 65. You may also retire early under the following circumstances:

- At any age with 30 years of Benefit Credit provided certain conditions are met; please see the ***Special Note***, below.

- With 15 years of Benefit Credit you can retire on or after age 55.

- With 5 years of Benefit Credit you can retire on or after age 62.

Special Note: *The Rehabilitation Plan may have impacted these options. Please contact the Fund Office for confirmation of the Plan benefits available to you.*

You can also elect to postpone your retirement. The right time for you to retire is a question only you can answer. Your financial security (including your pension) is only one aspect of retirement. Your interests, your health and your lifestyle are all issues you should consider. More detailed information about eligibility and amount of benefits is provided in Sections Seven and Eight.

What if I leave Covered Employment?

At any age, your pension benefit cannot be forfeited once you have 5 years of Vesting Credit. If you terminate Covered Employment before becoming eligible for a retirement benefit but after having completed 5 years of Vesting Credit, you can still be eligible for pension benefits when you reach retirement age (refer to Section Five).

Your cost

All these benefits are provided by your Plan and are in addition to any benefits you may receive from Social Security. You do not make any contributions to the Plan.

SECTION THREE

WHEN DO I PARTICIPATE?

Some background

This Plan was established and is maintained under collective bargaining agreements between your Employer, other Employers and the Union or participation agreements between an Employer and the Plan. These agreements call for the Employers to make contributions to the Plan. Employees do not contribute to the Plan.

Participation

You become a Participant when your Employer is first obligated to make a contribution with respect to your employment, whether you are a Full-Time or Part-Time Employee.

Your participation continues as long as your Employer is obligated to make contributions with respect to your employment. If you are transferred to other employment with your Employer that is not covered by the Plan, you will continue to be a Participant, but you will not accumulate any additional Full-Time or Part-Time Benefit Credit during such employment.

There are some situations during which you are not working but you are still a Participant. Those situations are explained in Section Six.

SECTION FOUR

ABOUT SERVICE

You earn two types of service under the Plan – Benefit Credit and Vesting Credit. It is important to understand these two terms. Vesting Credit is used to determine if you have enough service to qualify for an early retirement or vested deferred pension. Benefit Credit is used to determine qualification for early retirement and the amount of benefit you will receive.

Benefit Credit

Each month that you work in Covered Employment, your Employer contributes to the Fund on your behalf. The amount that your Employer contributes depends on the terms of the applicable collective bargaining agreement or participation agreement (including which schedule the Employer adopted (or was defaulted into under the Rehabilitation Plan) and whether you are a Full-Time Employee or a Part-Time Employee.

For each month that your Employer contributes, you earn one month of either Full-Time or Part-Time Benefit Credit. For years before July 1, 1976, a Participant earned one-quarter of a year of Full-Time Benefit Credit for every 500 hours of contributions made by a Contributing Employer (e.g. 2,000 hours results in 1 year of Full-Time Benefit Service).

Further, if you had service with your Employer before the Employer joined the Plan, it is possible that you may receive Benefit Credit for such service, but only if such service is specifically authorized, in writing, by the Board of Trustees. If you have any questions pertaining to the Benefit Credit for service with your Employer before your Employer joined the Plan, please be sure to contact the Fund Office.

Employers began making contributions for Part-Time Employment on May 1, 1981. In certain situations, Part-Time Employment prior to May 1, 1981, may also count as Benefit and Vesting Credit, up to a maximum of 6 years.

Special Note: *The implementation of a Rehabilitation Plan may affect the crediting of Benefit Credit in determining the amount of your retirement pension. Please contact the Fund Office for confirmation of the benefit crediting applicable to you and your Employer.*

Vesting Credit

Effective July 1, 1981, you earn the same amount of Vesting Credit for each month of contributions whether you are a Part-Time Employee or a Full-Time Employee. If you have 5 or more months of contributions in a Plan Year, you will be credited with one year of Vesting Credit whether those contribution months were worked as a Full-Time Employee and/or a Part-Time Employee. Even if you have fewer than 5 contribution months in a Plan Year, there are situations where you still earn Vesting Credit. These situations include job transfers and military service:

(a) Job Transfer

If you are transferred to a job classification that is within the scope of the collective bargaining agreement between your Employer and the Union, but for which the Employer is not required to make contributions to the Plan,

or

If you are transferred to a job classification outside the scope of the collective bargaining agreement between your Employer and the Union, but are still working for the Employer.

(b) Military Service

You can earn Vesting Credit and Benefit Credit provided that you return to work with your Employer within the time period specified by law, or by the Board of Trustees if they adopt a time period that is longer. If you die on or after January 1, 2007, while performing qualified military service and you would have had reemployment rights had you lived, you will be treated as if you had been reemployed and died immediately thereafter for purposes of determining your Vesting Credit as well as Benefit Credit, except for purposes of benefit accrual.

Further, if you had service with your Employer before the Employer joined the Plan, you may receive Vesting Credit for such service.

SECTION FIVE

VESTED RIGHTS AND VESTED DEFERRED PENSIONS

As long as you have at least 5 years of Vesting Credit (prior to July 1, 1999, you must have 10 years of Vesting Credit) you will be entitled to benefits from this Plan. The process by which your benefit becomes nonforfeitable is called “Vesting.” When you have at least 5 years of Vesting Credit, you will be entitled to the benefit that you have earned. Every Participant who remains employed with an Employer on or after age 65 becomes fully vested at that age regardless of the number of years of Vesting Credit.

If you do not qualify for a normal, early, or 30-year pension when you leave the Plan, you may qualify for a vested deferred pension.

If you are vested and have at least 15 years of Benefit Credit and terminate employment before you are age 55, you can apply for a reduced pension to start as early as age 55 or at age 65 with no reduction.

If you are vested and have between 5 and 15 years of Benefit Credit and terminate employment before you are age 62, you can apply for a reduced pension to start as early as age 62 or at age 65 with no reduction.

If you are vested, have fewer than 5 years of Benefit Credit, and terminate employment before you are age 65, you can apply for your pension to start at age 65 with no reduction.

Furthermore, if your death occurs before you receive benefits, your Spouse may be entitled to certain surviving Spouse benefits.

Since benefits are not paid automatically, but must be applied for, it is a good idea to keep the Fund Office informed of any change in your address and/or marital status. The table below is a ready reference to determine the pension benefits you may receive under the Plan’s vesting provisions.

Age	**Service**	**Vesting Pension Amounts and Beginning Dates**
62 through 64	5 or more years of Vesting Credit and fewer than 5 years of Benefit Credit	Accrued Pension at age 65
	5 or more years of Vesting Credit and 5 or more years of Benefit Credit	Accrued Pension at age 65, or reduced Accrued Pension as early as age 62

Age	Service	Vesting Pension Amounts and Beginning Dates
Under age 62	5 or more years of Vesting Credit and fewer than 5 years of Benefit Service	Accrued Pension at age 65
	5 or more years of Vesting Credit between 5 and 15 years of Benefit Credit	Accrued Pension at age 65, or reduced Accrued Pension as early as age 62
	5 or more years of Vesting Credit and at least 15 years but less than 30 years of Benefit Credit	Accrued Pension at age 65, or reduced Accrued Pension as early as age 55

Special Note*: The Rehabilitation Plan may have impacted the availability and amount of early retirement benefits under the Plan. Please contact the Fund Office for confirmation of the Plan benefits available to you.*

SECTION SIX

BREAK IN SERVICE
REENTRY INTO THE PLAN

If any of the following events occur before you are vested, you could lose all service you have earned.

1. Death.

2. Resignation or Discharge.

3. Failure to return to work with an Employer following the end of a layoff or leave of absence within the specified time period either agreed upon or prescribed by law.

4. Break in Service.

What about special situations?

There are certain types of absences from Covered Employment that will not contribute to a Break in Service:

- Layoffs and leaves of absence of less than two years.

- Any period during which you are serving the Union as a Full-Time Employee either as an officer or employee.

- Illness, mental or physical, supported by evidence that satisfies the Board of Trustees.

- Any period during which you are covered by a "Related Plan." A "Related Plan" is another pension plan that has a reciprocity agreement with this Plan.

- A period of absence during any Plan year (or the Plan year following such Plan year) that you are absent due to your pregnancy, the birth of your child, the adoption and/or subsequent care of your child immediately following its birth or adoption.

- The Uniformed Services Employment and Reemployment Rights Act ("USERRA") provides reemployment rights and benefits and protection from discrimination if you, either by induction or as a volunteer, have entered military service in any branch of the uniformed forces of the United States. If you satisfy the conditions for protection under USERRA, your period of military service will be treated as Hours of Service for all purposes under the Plan, including vesting, benefit accrual and eligibility in accordance with law. To be entitled to reemployment rights and pension benefits under the USERRA, you must:

  1. be absent from Covered Employment with an Employer because of your military service;

2. give advance notice of your service to your Employer, unless notice is prevented by military necessity or otherwise is impossible or unreasonable to give under the circumstances;

3. be absent from military service for five years or less, unless extended service is required as part of your initial period of obligation or your service is involuntarily extended, such as during a war;

4. apply for a job with your Employer or another Contributing Employer within the requisite time period; and

5. receive an honorable discharge or satisfactorily complete military service.

For periods of military service of less than 31 days or an absence due to a fitness exam, you must report back to Covered Employment not later than the first regularly scheduled work period on the first day after an eight-hour break and after time for travel back home. For periods of service from 31 days to 180 days, you must reapply for Covered Employment within 14 days after military service. For service over 180 days, you must reapply within 90 days after completion of service. These limits may be extended under USERRA in particular circumstances.

If you die on or after January 1, 2007, while performing qualified military service, you will be treated as if you had been reemployed and immediately thereafter terminated employment due to death for purposes of determining your beneficiary's entitlement to any additional benefits (other than additional benefit accruals relating to the period of qualified military service) that would have been provided under the Plan under those circumstances. This additional survivor protection is afforded only if you would have had reemployment rights under the law had you lived.

Note: If the occasion arises when you are not working for a Contributing Employer but you are working in the retail food industry, you should consult the Fund Office as to whether or not you are working for a Related Plan.

What if I become a Participant again?

If you suffer a Break in Service and your previously earned Vesting Credit is canceled, it may be restored if you start participating again. Your Vesting Credit and Benefit Credit will be reinstated if you return to work and earn one year of Vesting Credit before the number of Plan Years during which you earn no Vesting Credits equals the greater of (1) 5 Plan Years or (2) the number of your Vesting Credits at the time of your Break in Service. For example, if after you earned 4 years of Vesting Credit you incurred a Break in Service and returned to work before four Plan Years during which you receive no Vesting Credit elapsed, your pre-Break in Service Vesting Credit and Benefit Credit would be restored to you after you completed one Vesting Credit after your return and would be added to whatever Vesting and Benefit Credit you earned after your return. If in the above example you had returned to work after 5 Plan Years during which you received no Vesting Credit had elapsed, the pre-Break in Service Vesting Credit and Benefit Credit you had earned would remain canceled.

SECTION SEVEN

RETIREMENT ALTERNATIVES

When is "Normal Retirement"?

You can retire with a normal retirement pension when you attain your Normal Retirement Age.

What if I would like to retire earlier?

The Plan offers you 3 different alternatives for early retirement depending on your years of Benefit Credit.

1. At any age with 30 years of Benefit Credit provided certain conditions are met; please see the ***Special Note***, below.

2. With 15 years of Benefit Credit you can retire on or after age 55.

3. With 5 years of Benefit Credit you can retire on or after age 62.

Special Note: *The Rehabilitation Plan may have impacted the availability of these options for normal retirement. Please contact the Fund Office for confirmation of the Plan benefits available to you.*

What if I would like to retire later?

You do not have to stop working when you reach your Normal Retirement Age. The time when you retire is your personal decision; however, the Plan will start your benefits no later than April 1 following the year in which you reach 70½, even if you continue in employment beyond that date. If you continue to work past your Normal Retirement Age, you will continue to earn Benefit Service up to your actual retirement; however, your benefits will be suspended. During any period of suspension, benefit payments will <u>not</u> be made for the period after your Normal Retirement Age and before the earlier of your actual retirement or April 1 following the year in which you reach age 70½, nor will any actuarial adjustment be made to reflect the delay in payment.

SECTION EIGHT

WHEN DO I QUALIFY?
HOW MUCH WILL IT BE?

Plan pension benefits are determined by your years of Benefit Credit. Please see Section Two for more information about accumulating Benefit Credit.

Your monthly Accrued Pension is payable on the first day of the month following the date you attain Normal Retirement Age. If you postpone retirement and continue to work for an Employer after attaining your Normal Retirement Age, your benefits will be suspended, but you will continue to earn years of Benefit Credit until you actually retire, and the amount of your Accrued Pension will be based on your Benefit Credit at that time.

If you retire from active employment before your Normal Retirement Age, your monthly Accrued Pension as of the adoption of your Employer's Rehabilitation Plan is reduced by one-half of one percent (1/2 of 1%) for each month by which your benefit commencement date precedes the first day of the month following attainment of age 62.

If you terminate employment and then later retire before your Normal Retirement Age, your monthly Accrued Pension as of the adoption of your Employer's Rehabilitation Plan is reduced by one-half of one percent (1/2 of 1%) for each month by which your benefit commencement date precedes the first day of the month following attainment of age 65.

If you elect to receive an early retirement benefit after the effective date of your Employer's adoption of the Rehabilitation Plan, as set forth above, the benefit will be subject to the full actuarial reduction. *However*, the subsidized benefits earned before the effective date of your Employer's adoption of the Rehabilitation Plan are preserved and phased out as the Participant continues to work and earn future benefits. (Refer to Examples 1, 2 and 3 below.)

Special Note*: Reductions for early retirement may be greater than the reductions set forth in this Section Eight under the Rehabilitation Plan. Please contact the Fund Office for more information.*

The following table generally summarizes the age and service you need to retire.

Age	Service	Type of Pension	Amount of Pension
65 and over	No minimum Benefit Credit Requirement	Normal Retirement Pension	Accrued Pension
62 – 64	5 or more years of Benefit Credit	Early Retirement Pension	Accrued Pension (Reduced)
55 – 61	At least 15 years but fewer than 30 years of Benefit Credit	Early Retirement Pension	Accrued Pension (Reduced)
Any Age	30 or more years of Benefit Credit and provided certain conditions are met; please see the ***Special Note***, below.	30 Year Retirement Pension	Greater of (1) Accrued Pension earned on the Date the Rehabilitation Plan was Adopted or (2) Accrued Pension (Reduced)

***Special Note**: Increased early retirement reductions and limitations on certain types of pensions beyond those set forth in this Section Eight may apply (or where no reductions currently apply, reductions may apply) under the Rehabilitation Plan. Please contact the Fund Office for further information.*

SECTION NINE

PAYMENT OF BENEFITS

This Section describes the normal and optional annuity forms of payment that are available under the Plan. However, if the actuarial present value of your accrued benefit at retirement is $3,500 or less, that benefit will automatically be paid as a lump sum cash payment. To enable you to make your election based upon current conditions and benefit amounts, you will be provided, within 180 days before your benefit commencement date, with a written explanation of (i) the terms and conditions of your pension under the normal and optional forms of payment, (ii) your right to waive payment in the normal form that applies to you (including the effects of such waiver and your right to revoke a waiver), (iii) your Spouse's rights, and (iv) your right to defer payment until your normal retirement age and the consequences of an election not to defer commencement.

At normal retirement, what if I am single?

If you are not married at the time benefit payments begin, payments will be made to you in equal monthly payments which will continue for as long as you live. After your death, all benefit payments will cease. This form of payment is known as a "Single Life Annuity".

At normal retirement, what if I am married?

If you are married at the time benefit payments begin, payments will be made in the form of joint and 50% survivor annuity under which you receive reduced lifetime monthly payments and, if you die before your Spouse, your Spouse receives lifetime monthly payments equal to 50% of the monthly amount you were receiving prior to your death. You may waive the joint and 50% survivor annuity and elect one the following optional annuity forms of payment (appropriate election forms may be obtained from the Fund Office):

- a joint and 75% (or 100%) survivor annuity under which you receive reduced lifetime monthly payments and, if you die before your Spouse, your Spouse receives lifetime monthly payments equal to the respective survivor annuity you elected (75% or 100%); or

- a Single Life Annuity described above under "What if I am single?" If you elect the Single Life Annuity, your Spouse must consent to your election in writing in the presence of a Notary Public or Plan representative.

The reduction in the joint and survivor annuity is calculated based on the Plan's actuarial assumptions, taking into account your age and that of your Spouse, and the survivor benefit paid (50%, 75% or 100%).

A married Participant's joint and 50% survivor annuity is no longer "subsidized" as of the effective date of your Employer's adoption of the Rehabilitation Plan. This means that the married Participant's full pension is reduced to provide the 50% survivor annuity. However, the subsidized benefits earned prior to the effective date in the preceding sentence are preserved and phased out as the Participant continues to work and earn future benefits.

How are benefits calculated at normal retirement?

For an example of how your pension benefits are calculated, consider Bob (age 65) as the Participant retiring at Normal Retirement Age and Jane (age 63) as his Spouse. Further assume that Bob's Employer adopted the Rehabilitation Plan on October 1, 2010.

1. Bob will have 40 years of Full-Time Benefit Credit when he retires in July 2024. Note that 13 years were worked before July 1, 1997 at a rate of $55 per year, 13 years were worked after July 1, 1997 but before Bob's Employer's adoption of the Rehabilitation Plan on October 1, 2010 at a rate of $60 per year, and 14 years were worked after October 1, 2010 at a rate of $55.74.

   For purposes of this example:

   *Accrued Pension = 13 years * $55 + 13 years * $60 + 14 years * $55.74 = $2,275.36*

Joint & 50% Survivor Annuity	**Joint & 75% Survivor Annuity**	**Joint & 100% Survivor Annuity**	**Single Life Annuity**
Reduction for Joint & 50% Survivor Annuity = 0.9218 Bob will receive $2,097.43 per month until his death.	Reduction for Joint & 75% Survivor Annuity = 0.8871 Bob will receive $2,018.47 per month until his death.	Reduction for Joint & 100% Survivor Annuity = 0.8549 Bob will receive $1,945.21 per month until his death.	Bob will receive $2,275.36 per month until his death.
Thereafter, Jane will receive $1,048.72 per month until her death.	Thereafter, Jane will receive $1,513.85 per month until her death.	Thereafter, Jane will receive $1,945.21 per month until her death.	Jane will receive no pension after Bob's death.

***Special Note**: Under the Rehabilitation Plan, a reduction will apply to the joint and 50% survivor annuity and different Benefit Credit accrual rates may apply. Please contact the Fund Office for further information.*

2. Suppose instead that Bob has 30 years of service; 3 years of Part-Time Benefit Credit before July 1, 1997 at a rate of $24.00, 13 years of Full-Time Benefit Credit after July 1, 1997 but before Bob's Employer's adoption of the Rehabilitation Plan on October 1, 2010 at a rate of $60 per year, and 14 years Full-Time Benefit Credit after October 1, 2010 at a rate of $55.74.

   For purposes of this example:

*Accrued Pension = 3 years * $24 + 13 years * $60 + 14 years * $55.74 = $1,632.36*

Joint & 50% Survivor Annuity	**Joint & 75% Survivor Annuity**	**Joint & 100% Survivor Annuity**	**Single Life Annuity**
Reduction for Joint & 50% Survivor Annuity = 0.9218. Bob will receive $1,504.71 per month until his death.	Reduction for Joint & 75% Survivor Annuity = 0.8871 Bob will receive $1,448.07 per month until his death.	Reduction for Joint & 100% Survivor Annuity = 0.8549 Bob will receive $1,395.50 per month until his death.	Bob will receive $1,632.36 per month until his death.
Thereafter, Jane will receive $752.36 per month until her death.	Thereafter, Jane will receive $1,086.05 per month until her death.	Thereafter, Jane will receive $1,395.50 per month until her death.	Jane will receive no pension after Bob's death.

***Special Note**: Under the Rehabilitation Plan, a reduction will apply to the joint and 50% survivor annuity and different Benefit Credit accrual rates may apply. Please contact the Fund Office for further information.*

How are benefits calculated at early retirement and how do they differ compared to retiring at Normal Retirement Age?

1. In this example, Mary is the Participant with similar accrual rates to the previous examples. She is retiring at age 60 on July 1, 2024. She has 25 years of Full-Time Benefit Credit earned after July 1, 1997. Her Spouse, Joe, is age 58 on Mary's retirement date.

   In this case, the early retirement benefit occurs after the effective date of Mary's Employer's adoption of the Rehabilitation Plan and is subject to the full actuarial reduction. The early reduction factor for a 60 year old is 0.5945.

   For purposes of this example:

   *Accrued Pension at Age 65 = 13 years * $60 + 12 years * $55.74 = $1,448.88*

   *Accrued Pension at Age 60 = $1,448.88 * 0.5945 = $861.36*

Joint & 50% Survivor Annuity	Joint & 75% Survivor Annuity	Joint & 100% Survivor Annuity	Single Life Annuity
Reduction for Joint & 50% Survivor Annuity = 0.9390 Mary will receive $808.82 per month until her death.	Reduction for Joint & 75% Survivor Annuity = 0.9112 Mary will receive $784.87 per month until her death.	Reduction for Joint & 100% Survivor Annuity = 0.8851 Mary will receive $762.39 per month until her death.	Mary will receive $861.36 per month until her death.
Thereafter, Joe will receive $404.41 per month until his death.	Thereafter, Joe will receive $588.65 per month until his death.	Thereafter, Joe will receive $762.39 per month until his death.	Joe will receive no pension after Mary's death.

***Special Note**: Under the Rehabilitation Plan, reductions for early retirement may be greater than as set forth above, a reduction may apply to the joint and 50% survivor annuity and different Benefit Credit accrual rates may apply. Please contact the Fund Office for further information.*

2. Suppose that Mary intends to retire at her Normal Retirement Age of 65. At that time, her Spouse, Joe, will be 63. Mary's benefit would be reduced if she chose the joint and survivor annuity as shown below:

Joint & 50% Survivor Annuity	Joint & 75% Survivor Annuity	Joint & 100% Survivor Annuity	Single Life Annuity
Reduction for Joint & 50% Survivor Annuity = 0.9218 Mary will receive $1,335.58 per month until her death.	Reduction for Joint & 75% Survivor Annuity = 0.8871 Mary will receive $1,285.30 per month until her death.	Reduction for Joint & 100% Survivor Annuity = 0.8549 Mary will receive $1,238.65 per month until her death.	Mary will receive $1,448.88 per month until her death.
Thereafter, Joe will receive $667.79 per month until his death.	Thereafter, Joe will receive $963.98 per month until his death.	Thereafter, Joe will receive $1,238.65 per month until his death.	Joe will receive no pension after Mary's death.

***Special Note**: Under the Rehabilitation Plan, reductions for early retirement may be greater than as set forth above, a reduction may apply to the joint and 50% survivor annuity and different Benefit Credit accrual rates may apply. Please contact the Fund Office for further information.*

How are benefits calculated if I have terminated employment?

1. In this example, Sally is the Participant with similar accrual rates to the previous examples. She is retiring at age 60 on July 1, 2024. She has 20 years of Full-Time Benefit Credit earned after July 1, 1989. Her Spouse, Tom, is age 62 on Sally's retirement date.

   In this case, Sally terminated employment prior to the Employer's adoption of the Rehabilitation Plan. In this case, the monthly Accrued Pension is reduced by one half of one percent (½ of 1%) for each month prior to age 65.

   The early reduction factor for this 60 year old Participant is 0.7000. This factor is determined by calculating the number of months prior to age 65 that the Participant is retiring (for this 60 year old Participant, 5 years * 12 months = 60 months) and then multiplying the number of months by the per month reduction of ½ of 1% (0.005) (for purposes of our example, 60 months * 0.005 = 0.300. This figure, subtracted from 1 results in an early reduction factor of 0.700.

   For purposes of this example:

   *Accrued Pension at Age 65 = 8 years * $55 + 12 years * $60 = $1,160.00*

   *Accrued Pension at Age 60 = $1,160.00 * 0.7000 = $812.00*

Joint & 50% Survivor Annuity	**Joint & 75% Survivor Annuity**	**Joint & 100% Survivor Annuity**	**Single Life Annuity**
Reduction for Joint & 50% Survivor Annuity = 0.9496 Sally will receive $771.08 per month until her death.	Reduction for Joint & 75% Survivor Annuity = 0.9262 Sally will receive $752.07 per month until her death.	Reduction for Joint & 100% Survivor Annuity = 0.9040 Sally will receive $734.05 per month until her death.	Sally will receive $812.00 per month until her death.
Thereafter, Tom will receive $385.54 per month until his death.	Thereafter, Tom will receive $564.05 per month until his death.	Thereafter, Tom will receive $734.05 per month until his death.	Tom will receive no pension after Sally's death.

***Special Note**: Under the Rehabilitation Plan, reductions for early retirement may be greater than as set forth above, a reduction may apply to the joint and 50% survivor annuity and different Benefit Credit accrual rates may apply. Please contact the Fund Office for further information.*

SECTION TEN

DEATH BENEFITS

Before Retirement and Still Employed -- Qualified pre-retirement survivor annuity

In the event that you are married for at least 12 months, accrued 5 years of Vesting Credit, and die while in active employment of an Employer, your Spouse will receive a lifetime benefit beginning on:

(i) at any age with 30 years of Benefit Credit provided that certain conditions are met; please see ***Special Note***, below,

(ii) the date you would have attained age 55 if you had accumulated 15 years of Benefit Credit,

(iii) the date you would have attained age 62 if you accumulated 5 years of Benefit Service, or

(iv) the date you would have attained age 65 if you had less than 5 years of Benefit Service.

The amount payable to your Spouse is one-half of the amount of the single life annuity you would have received under the previously listed scenarios. If the actuarial present value of the death benefit payable to your surviving Spouse is $3,500 or less, that death benefit will automatically be paid as a lump sum cash payment (instead of an annuity). No other form of payment is available. Your Spouse must apply for survivor benefits as described later in this SPD.

Special Note*: The Rehabilitation Plan may have impacted the availability of these options for qualified pre-retirement survivor annuity. Please contact the Fund Office for confirmation of the Plan benefits available to you.*

Before Retirement and Not Actively Employed -- Qualified pre-retirement survivor annuity

In the event that you are married for at least 12 months, accrued 5 years of Vesting Credit, and die after terminating employment of an Employer, your Spouse will receive a lifetime benefit beginning on your earliest retirement date (see the four scenarios listed in the prior section).

The amount of the Spouse's pension is one-half of the amount of the pension that would have been payable to you under the joint and 50% survivor annuity form of payment. If the actuarial present value of the death benefit payable to your surviving Spouse is $3,500 or less, that death benefit will automatically be paid as a lump sum cash payment (instead of an annuity). No other form of payment is available. Your Spouse must apply for survivor benefits as described later in this SPD.

After retirement

If you elected a joint and survivor option at retirement, your Spouse (at time of election) will receive a portion of your benefit (50%, 75%, or 100%) upon your death. Your Spouse must apply for survivor benefits as described later in this SPD. If you elected a single life annuity, no further benefits are payable upon your death.

SECTION ELEVEN

DISABILITY BENEFITS

What if I become disabled?

In connection with the Rehabilitation Plan adopted by Board of Trustees due to the Plan's funding status, disability pension benefits were discontinued effective November 27, 2014. This means that Participants who did not apply for disability pension benefits on or before November 27, 2014, can no longer do so. However, you may be eligible for a different pension benefit under the Plan depending on your age and Benefit Credit. Please contact the Fund Office to discuss the pension benefits that may be available to you.

SECTION TWELVE

APPLYING FOR A PENSION

Will my pension benefits start automatically?

Payments will start only after you submit a written application and comply with federal consent requirements for benefits beginning before your Normal Retirement Age. If you postpone retirement and continue to work for a Contributing Employer after your Normal Retirement Age, the Plan will start benefit payments by the April 1 following the calendar year in which you attain age 70½, even in the case where no application was completed.

To avoid delays in processing and payment, submit your application at least 180 days before your desired benefit start date. The Plan generally cannot pay benefits retroactively. You won't receive payments for any period before your application is approved.

If you retire on or after your Normal Retirement Age and delay applying for benefits, you won't receive payments for the delayed period. However, in this case, your future monthly pension benefit may be actuarially increased to account for this delay unless the suspension rules described in Section Seven or Question and Answer 7 in Section Fourteen apply.

Will death benefits start automatically?

Your spouse must apply for death benefits, providing necessary information to confirm eligibility. However, if your spouse qualifies for the Qualified pre-retirement surviving spouse pension (refer to Section Ten) and doesn't apply by April 1 of the year after you would have turned 70½, payments will start automatically on that date.

To receive the Qualified pre-retirement surviving spouse pension, your spouse must apply at least 180 days before the desired start date. Delayed applications may result in lost benefits for the missed period. If the application is made after your Normal Retirement Age, future payments will be actuarially increased to account for the delay. This pension is forfeited if your spouse dies before receiving payments.

The Fund Office at 27 Roland Avenue, Mount Laurel, NJ 08054, will send you an application at your request. Their telephone number is 856-793-1590. They will be glad to answer any questions you may have on applying for benefits.

SECTION THIRTEEN

CLAIMS REVIEW PROCEDURES

If you make a claim for benefits under the Plan, the Fund Office will advise you within 90 days after receiving your claim if the application is approved or denied. If special circumstances require an extension of time to process the claim, you will be notified in writing before the end of the 90-day period of the need and reasons for the extension and the date by which the Fund Office expects to render its decision. In no event will the extension period exceed a period of 90 days from the end of the initial 90-day period.

If your claim is denied, you will receive a written denial notice which will include:

- the specific reason or reasons for the determination;
- specific reference to the Plan provisions on which the denial is based;
- a description of any additional material needed so that a benefit may be paid and an explanation of why such material or information is necessary; and
- an explanation of the claims review procedure under the Plan and the time limits applicable to the claims review procedure, including a statement of your right to bring a civil action under section 502(a) of ERISA following denial of your claim under the claims review procedure.

You will be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim.

Appeal of Denied Claims

You will have 60 days from the date you receive the notice of denial of your claim to file a request for an appeal of the denial of benefits. The request must be made in writing to the Board of Trustees. In preparing for your appeal, you or your authorized representative may, upon request, review documents pertinent to the claim and submit issues and comments in writing.

The Board of Trustees will render all decisions on appeal no later than the date of the next meeting of the Board of Trustees which immediately follows the Plan's receipt of a request for review, unless the request for review is filed within 30 days preceding the date of such meeting. In such a case, a decision shall generally be made by the date of the second meeting following the Plan's receipt of the request for review. If special circumstances require a further extension of time for processing, a decision shall be rendered by the third meeting of the Board of Trustees following the Plan's receipt of the request for review. Written notice of the extension shall be furnished to you prior to the commencement of the extension. The Board of Trustees shall notify you of its decision no later than 5 days after the determination is made. At the review, the Board of Trustees will decide the issue on the basis of the merits of the case and its decision shall be final and binding on all parties. The decision on review will include a written statement that will include:

- the specific reason or reasons for the determination;
- reference to the specific Plan provisions on which the denial is based;
- a statement that you are entitled to receive, upon request and free of charge, access to and copies of, all documents, records and other information that is relevant to your claim and/or appeal for benefits; and
- a statement that you are entitled to bring a civil action in federal court under section 502 of ERISA to pursue your claim for benefits.

If you challenge the decision in federal court, a review by a court of law will be limited to the facts, evidence and issues presented during the claims procedure set forth above. The appeal process described herein must be exhausted before you can pursue the claim in federal court. Facts and evidence that become known to you after having exhausted the appeals procedure may be submitted for reconsideration of the appeal in accordance with the time limits established above. Issues not raised during the initial appeal will be deemed waived.

Timing and Forum Restriction for Filing a Claim against the Plan in Court.

You may not bring any action in any court or file any charge, complaint or action with any state, federal or governmental agency until all available appeals as currently described in the Plan and this Summary Plan Description have been exhausted.

If you wish to challenge a denied claim for benefits, you must file a civil action in the United States District Court for the District of New Jersey no later than **two years** from the date on which the Board of Trustees denies the appeal. After the two-year period has lapsed, all suits regarding a denial of a claim for benefits on appeal are barred.

Discretionary Authority of the Board of Trustees

The Board of Trustees maintains discretionary authority with respect to the interpretation of the terms of the Plan, determining eligibility for and entitlement to Plan benefits in accordance with the terms of the Plan, and any interpretation or determination made pursuant to such discretionary authority shall be given full force and effect, unless it can be shown that the interpretation or determination was arbitrary and capricious.

SECTION FOURTEEN

WHAT ELSE SHOULD I KNOW ABOUT THE PLAN?

1. *What about my Social Security benefits?*

   In addition to any benefits you receive from the Plan, you will also be entitled to receive Social Security retirement benefits. Your Social Security benefits are provided through payroll taxes made by you and your Employer.

2. *Do I pay taxes on the money my Employer contributes to the Fund?*

   You are not taxed on the money contributed by your Employer until you begin to receive benefits from the Plan. The benefit payments you receive are considered taxable income to you when you receive them. If you receive a single lump sum payment under the Plan, it will be subject to mandatory federal tax withholding rules (which currently require 20% to be withheld) and, in some cases, may be subject to a 10% early distribution excise tax. You can postpone income tax and avoid the penalty by having the Plan transfer the amount directly to a traditional individual retirement account or annuity or another employer retirement plan that accepts these direct rollovers. You will receive a more detailed description of your payment options (if applicable), tax rules and direct rollover rights when you apply for benefits. However, you should consult with a professional tax advisor to determine the exact tax (federal, state and local) consequences of benefit payments.

3. *May I assign my benefit to some other person?*

   The Plan was designed to help provide financial security for you and your family in your later years. Therefore, you are not permitted to assign your benefit to another person, to use your benefit as collateral for a loan, or to receive any part of your benefit prior to your retirement. The only exception to this rule is in the case of a Qualified Domestic Relations Order issued, for example, in a divorce situation.

4. *What is a Qualified Domestic Relations Order?*

   A Qualified Domestic Relations Order ("QDRO") is an order made pursuant to a state domestic relations law that meets certain legal requirements. Usually, QDROs are issued in divorce situations and assign a portion of a Participant's pension benefits to a Spouse or former spouse. The Plan maintains procedures governing these orders which are available, without charge, to Participants and beneficiaries.

5. *Under what circumstances, if any, may my benefits be lost, reduced or restricted?*

   Some of the circumstances under which your benefits may be lost, reduced or suspended are set forth below. Other sections of this SPD describe these and other such circumstances in more detail. Other circumstances could apply which we cannot anticipate (such as law changes).

- if you terminate your employment with your Employer and other Contributing Employers before you are "Vested" (see Section Five);

- if you die before you begin to receive your benefits, unless your Spouse is eligible for survivor benefits (see Section Ten);

- if the Plan terminates and there are insufficient funds to provide all accrued benefits above those which are guaranteed by the Pension Benefit Guaranty Corporation ("PBGC");

- if you elect to start your pension benefit payments before your Normal Retirement Age, your monthly pension benefit may be reduced because it will be paid over a longer period of time. If you choose a benefit form providing survivor benefits, your monthly pension benefit may be reduced because it is expected to be paid to your beneficiary after your death;

- if you do not make a timely application for benefits (refer to Section Twelve);

- your benefits are suspended due to continued employment after your Normal Retirement Age (refer to Section Seven) or due to reemployment after benefits have commenced (refer to Question and Answer 7 below);

- your monthly pension could change if there is any mistake in the amount of your pension. If this happens, later payments may be adjusted to correct the error. If you are overpaid, your later payments may be reduced so that the Plan can recoup the overpayment or the Plan may seek repayment;

- if you fail to make a timely appeal of a denied claim, those denied benefits will not be paid;

- if all or a portion of your benefit are directed to be paid to your spouse, former spouse or child under a QDRO;

- benefits are reduced by any taxes the Plan is required to withhold under federal and state laws; or

- if the Board of Trustees cannot locate you or your beneficiary, benefits cannot be paid on your behalf from the Plan *(for this reason, it is very important you and your beneficiary keep an up-to-date mailing address on file with the Fund Office)*.

6. *What happens if I change my employment status?*

If you join a category of employees with a Contributing Employer not eligible for participation in the Plan, you will not accumulate any further Benefit Credit. However, you will continue to accumulate Vesting Credit as long as you remain employed by a Contributing Employer. If you become employed by an Employer who contributes to a

Related Plan, you will continue to earn Vesting Credit under the Plan's Reciprocity Agreement.

7. *What if I retire and then become reemployed?*

If you retire, begin to receive benefit payments, and are between the ages of 55 and 62, your pension will *not* be permanently suspended for each calendar month in which you work one or more hours of service, including self-employment, in (a) the food industry; and (b) an occupation in which you were employed at any time under the Plan; and (c) the geographic area covered by the Plan at the time payment of benefits commence.

If you are age 62 or older, your pension will *not* be suspended unless you work more than 80 hours in a month for a Contributing Employer, or you work 40 or more hours in a month for an employer that does not contribute to the Plan, or engage in self-employment, and such work is in (a) the food industry; and (b) an occupation in which you were employed at any time under the Plan; and (c) the geographic area covered by the Plan at the time payment of benefits commence.

As a condition of continuing to receive benefits, you must certify in writing, if required, that you have not performed and are not performing suspendible employment, or have advised the Fund Office of the performance of such service. In the absence of a certification, or if the Board of Trustees reasonably believes that such suspendible service has been performed, the Board of Trustees may presume that you have performed suspendible service. The Trustees shall notify you of the reasons why benefits have been suspended, and you may seek a review of the decision in accordance with the "Claims Procedure" Section. If the Fund pays a benefit in any month for which benefits should have been suspended, the Board of Trustees may deduct the amount improperly paid from future payments. The reduction may not exceed 25% of your monthly pension payment, with a few exceptions.

You may receive credit for suspendible service if you work for a Contributing Employer. Before returning to any work, you should advise the Fund Office in writing so that you will know whether your pension will be suspended for such work.

8. *Your Responsibilities to Protect Your Plan Benefit from Fraud and Cybersecurity Attacks*

It is critical that you take steps to ensure the security of your Plan benefit to reduce the risk of fraud and loss. This includes, among other things, monitoring your Plan information and Plan communications (including mailings to your home from the Fund Office) for transactions that you did not authorize, and keeping your contact information and communication preferences up to date to ensure that you receive all Plan notices.

SECTION FIFTEEN

GENERAL INFORMATION & STATEMENT OF RIGHTS

ERISA requires that the following information about the Plan be provided to Plan Participants. For the Participant's further guidance, copies of all Plan Documents and related financial statements are available for inspection at the Fund Office.

1. *Plan Name, Address and Phone Number of Fund Office*

   UFCW Union Local 152 Retail Meat Pension Fund
   27 Roland Avenue, Suite 100
   Mt. Laurel, NJ 08054-1038
   856-793-1590

2. *Plan Identification Number and Type of Plan*

   001. This is a defined benefit pension plan.

3. *Employer Identification Number (EIN)*

   The Fund EIN is 23-6209656.

4. *Plan Administrator and Plan Fiduciaries*

   The Board of Trustees of the UFCW Union Local 152 Retail Meat Pension Fund, functioning in its capacity as Trustee under the terms and conditions of the Agreement and Declaration of Trust, are the Plan Administrator and Plan Fiduciary as defined under ERISA. The Board of Trustees may be contacted through the Fund Office listed in Statement 1 above. The Board of Trustees has contracted the day-to-day administration of the Fund to the following third party: Tri-State Administrators, 27 Roland Ave., Suite 100, Mt. Laurel, NJ 08054.

5. *Plan Sponsor*

   The Board of Trustees UFCW Union Local 152 Retail Meat Pension Fund.

6. *Legal Service*

   Service of legal process may be made on the Board of Trustees at the Fund Office address indicated above.

7. *Collective Bargaining Agreements*

   The Plan is financed by Employer contributions made in accordance with the terms of the collective bargaining agreements or participation agreements between the Union and the

Contributing Employers. Copies of the Agreements covering Participants of the Plan are available for inspection at the Fund Office.

A list of the Contributing Employers and Unions may be obtained from the Fund Office.

8. *Pension Benefit Guaranty Corporation*

On September 26, 1980, President Carter signed into law the Multiemployer Pension Plan Amendments Act of 1980 ("MPPAA"). Under MPPAA most benefits under this Plan are guaranteed by the PBGC if the Plan becomes insolvent.

Your pension benefits under this multiemployer plan are insured by the Pension Benefit Guaranty Corporation (the "PBGC"), a federal insurance agency. A multiemployer plan is a collectively bargained pension arrangement involving two or more unrelated employers, usually in a common industry.

Under the multiemployer plan program, the PBGC provides financial assistance through loans to plans that are insolvent. A multiemployer plan is considered insolvent if the plan is unable to pay benefits (at least equal to the PBGC's guaranteed benefit limit) when due.

The maximum benefit that the PBGC guarantees is set by law. Under the multiemployer program, the PBGC guarantee equals a participant's years of service multiplied by (1) 100% of the first $11.00 of the monthly benefit accrual rate and (2) 75% of the next $33. 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 30 years of service would be $12,870.

The PBGC guarantee generally covers: (1) normal and early retirement benefits and (2) certain benefits for your survivors.

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 5 years at the earlier of (a) the date the plan terminates or (b) the time the plan becomes insolvent; (3) benefits that are not vested because you have not worked long enough; (4) benefits for which you have not met all of the requirements at the time the plan 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, contact the Fund Office or contact the PBGC, 445 12th Street SW, Washington, D.C. 20024-2101, or call 1-800-400-7242. Additional information about the PBGC's pension insurance program is available through the PBGC's website on the Internet at http://www.pbgc.gov.

9. *Amendment or Discontinuance of the Plan*

The Board of Trustees expect to continue this Plan indefinitely, but reserve the right to amend or terminate the Plan at any time, if not in violation of any applicable collective bargaining agreement then in effect. If the Plan terminates, you will be 100% vested in your accrued benefit to the extent then funded; all of the assets of the Pension Fund except those needed to meet final administrative expenses will be applied to provide benefits in accordance with the terms of the Plan which follow ERISA requirements. Any funds remaining after satisfaction of all liabilities under the Plan will be returned to the Employers.

10. *Plan Year and Financial Reports*

The Plan maintains its financial reports on a fiscal year basis commencing each July 1 and ending the following June 30. All governmental filings related to the financial status of the Plan are reported on the foregoing basis.

11. *Fund Assets*

The Board of Trustees, in consultation with one or more investment consultants, selects professional investment managers to manage the assets of the Fund. Fund assets are held in a custodial account with Northern Trust Company, 50 South LaSalle Street, Chicago, IL 60604.

Statement of Participants' Rights under ERISA

A Participant in the United Food and Commercial Workers Union Local 152 Retail Meat Pension Plan is entitled to certain rights and protections under ERISA. ERISA provides that all participants of the Plan shall be entitled to:

(a) Examine, without charge, at the Fund Office, all Plan documents, including Collective Bargaining Agreements and copies of all documents filed by the Plan with the U.S. Department of Labor, such as detailed annual reports and Plan descriptions.

(b) Obtain copies of all Plan documents and other Plan information upon written request to the Board of Trustees. The Board of Trustees may make a reasonable charge for copies.

(c) Receive an annual funding notice containing detailed financial information on the Plan. The Board of Trustees is required by law to furnish you with a copy of this annual funding notice each year.

(d) Obtain a statement telling you whether you have a right to receive a pension (i.e., a payment of retirement benefits from the Plan) 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 pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once a year. The Plan must provide the statement free of charge.

(e) Obtain, without charge, a copy of the Plan's procedures governing the Qualified Domestic Relations Order determination.

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in your interest and that of other Plan participants and beneficiaries. The Plan is also subject to the minimum participation standards, minimum vesting standards, benefit accrual, and prohibited transactions requirements of ERISA.

No one, including your Employers or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit or exercising your rights under ERISA.

If your claim for a benefit is denied, in whole or in part, you must receive a written explanation of the reason for denial. You have the right to have the Board of Trustees review and reconsider your claim.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Board of Trustees 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 Board of Trustees.

If you have a claim for benefits that is denied or ignored, in whole or in part, and you have exhausted all administrative remedies, you may file suit in federal court. As set out in Section Thirteen, a suit challenging a denied claim must be filed in a civil action in the United States District Court for the District of New Jersey no later than two years from the date of the claim is denied on appeal. In addition, if you disagree with the plan's decision or lack thereof concerning the qualified status of a domestic relations order and you have exhausted all administrative remedies, 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 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 a fee if, for example, it finds your claim is frivolous.

Assistance with Your Questions

If you have any questions about your Plan, you should contact the Board of Trustees. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Board of Trustees, 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 may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.