



DEFINED CONTRIBUTION PLAN SUMMARY PLAN DESCRIPTION

Effective April 1, 2005



UNITED FOOD AND COMMERCIAL WORKERS LOCAL 789
and
ST. PAUL FOOD EMPLOYERS



UNITED FOOD AND COMMERCIAL WORKERS LOCAL 789
and
ST. PAUL FOOD EMPLOYERS
DEFINED CONTRIBUTION PLAN
3001 Metro Drive, Suite 500
Bloomington, Minnesota 55425

To All Participants:

As Trustees of the United Food and Commercial Workers Local 789 and St. Paul Food Employers Defined Contribution Plan (the "Plan"), we are pleased to provide you with this Summary Plan Description which is effective April 1, 2005.

Through the collective bargaining process, the United Food and Commercial Workers Local Union No. 789 (the "Union") and Employers signatory to certain bargaining agreements with the Union established this profit sharing and 401(k) Plan. This Plan was established to help provide financial security to you and your family upon your retirement, death or disability.

This booklet is a Summary Plan Description. It is intended to give you a summary of the important features of the Plan. A more detailed description of the Plan is provided in the Plan Document. If there is any inconsistency between the contents of this summary and the Plan Document, your rights will be determined from the Plan Document and not from this summary. We encourage you to read this booklet carefully and keep it with your important papers for future reference.

You, your beneficiaries or legal representatives may examine the Plan Document and certain other documents during regular business hours or by appointment at the Fund Office. Copies of the official Plan documents are available at these locations:

UFCW Local Union No. 789
266 Hardman Ave.
South St. Paul, MN 55075

Wilson-McShane Corporation
3001 Metro Drive
Suite 500
Bloomington, MN 55425

The only people authorized to answer questions concerning the Plan are the Board of Trustees and the staff at the Fund Office. If you have any questions about the Plan, contact the Fund Office at (952) 854-0795, or toll free at 1-800-535-6373.

Sincerely yours,

Board of Trustees

**THE BOARD OF TRUSTEES
of the
UNITED FOOD AND COMMERCIAL WORKERS LOCAL 789
AND
ST. PAUL FOOD EMPLOYERS DEFINED CONTRIBUTION PLAN**

Union Trustees:

Mr. Donald Seaquist
UFCW Local 789
266 Hardman Avenue
South St. Paul, MN 55075

Ms. Jennifer Christensen
UFCW Local 789
266 Hardman Avenue
South St. Paul, MN 55075

Mr. Tom Oswald
UFCW Local 789
266 Hardman Avenue
South St. Paul, MN 55075

Mr. William Pearson, Alternate
UFCW Union Local 789
266 Hardman Avenue
South St. Paul, MN 55075

* Service of legal process
may be made on any Trustee.

Employer Trustees:

Mr. David Gerdes
Jerry's Foods
5125 Vernon Avenue
Edina, MN 55436

Mr. Edward Kitz
Roundy's Inc.
MS - 2040
P.O. Box 473
Milwaukee, WI 53201

Mr. William Seehafer
SuperValu
11840 Valley View Road
Eden Prairie, MN 55344

Mike Oase
Kowalski's
8505 Valley Creek Road
Woodbury, MN 55125

David Johns, Alternate
SuperValu
11840 Valley View Road
Eden prairie, MN 55344

Plan Administrator:

Wilson-McShane Corporation
3001 Metro Drive
Suite 500
Bloomington, MN 55425

Fund Counsel:

David S. Anderson
Scott B. Crossman
McGrann Shea Anderson Carnival Straughn
& Lamb, Chartered
2600 U. S. Bancorp Center
800 Nicollet Avenue
Minneapolis, MN 55402

TABLE OF CONTENTS

	Page
Plan Structure	1
Participation	1
Employees Eligible to Participate	1
Becoming a Participant in the Plan	2
Military Service	2
Accumulating Benefits	4
The Sources of Your Retirement Income	4
Your Individual Account in the Plan	5
Vesting	5
Investment of Your Account	7
Individual Direction of Your Account	7
Investment Options	7
Trustees' Responsibility	8
Distribution of Benefits	9
When Benefits Can be Distributed	9
Distribution Under a Qualified Domestic Relations Order	10
Payment Options	11
Lump Sum Payment	11
Direct Rollover	11
Taxation of Benefits	11
Plan Loan Provisions	12
Conditions and Requirements	12
Eligibility for Loans	12
Loan Repayment Rules	12
Events of Default and Permitted Methods of Cure	13
Naming a Beneficiary	14
Other Plan Features	15
Participant Responsibilities	15
Assignment of Benefits and Qualified Domestic Relations Orders	15
Applying for Benefits	15
Filing a Claim if Benefits are Denied to You	15
Amendment and Termination	16
Plan Information	18
Plan Name	18

Plan Number	18
Type of Plan	18
Type of Administration	18
Service of Legal Process	18
Union	18
PBGC Insurance	19
Plan Year	19
Contributing Employers	19
Collective Bargaining Agreement	19
Plan Assets and Management	19
 Your Rights Under ERISA	 20
Disclosure	20
Fiduciaries	20
Appeal	20
Inquiries to the Department of Labor	21

Plan Structure

The United Food and Commercial Workers Local 789 and St. Paul Food Employers Defined Contribution Plan is actually two separate plans, each designed to receive, hold, and pay out different types of contributions on behalf of Plan participants. The design of the two plans is so similar that only one document is used to describe them both.

The two plans are:

The “401(a)” or “profit-sharing” plan - This plan is designed to receive employer contributions made on behalf of covered employees. The amount of contributions that are to be paid to the 401(a) plan are set forth in the applicable collective bargaining agreement, and are stated as a specific amount per hour. Employee contributions to this plan (except rollover contributions) are not allowed.

All contributions made under this plan will be kept in a participant’s “Account A.”

The “401(k)” or “salary deferral” plan - This plan is designed to receive amounts that employees elect to defer from their wages into the plan. In other words, eligible employees may choose to have a portion of the amount they would receive as wages paid into the plan instead. Since these contributions are made before taxing your wages, the amounts you defer are not taxed until you take them out of the plan in the form of a benefit. Participation in this plan is not required.

All contributions made under this plan will be kept in a participant’s “Account K.”

Throughout this document, the word “Plan” will refer to one or both of these plans unless specific reference is made to one of the plans.

Participation

Employees Eligible to Participate

Employees in eligible classifications working for an Employer under the provisions of a Contribution Agreement negotiated on behalf of Employees by Union Local 789 shall be entitled to participate in the Plan as follows:

Employee Classification	Eligibility Date
Employees working under the <i>full-time</i> provisions of the Contribution Agreement.	Eligible upon commencement of employment.
All other Employees working under the Contribution Agreement.	Eligible following the earlier of 1) completion of 52 weeks of employment in such position, or 2) the earliest of a) the first day of the Plan Year following completion of one thousand Hours of Service, or b) the first day of the seventh month following completion of one thousand Hours of Service.

After the Eligibility Date, Employer Contributions will be made on behalf of the Participant to his or her Account A in accordance with the provisions of the Contribution Agreement. The Employee will be eligible to defer wages into his or her Account K on the first day of the next calendar quarter following the Eligibility Date.

Employees working in eligible classifications for an Employer under the provisions of a Contribution Agreement negotiated on behalf of Employees by Union Local 1116 shall be entitled to participate in the Plan as follows:

Employee Classification	Eligibility Date
All regularly scheduled Employees (including regularly scheduled full- and part-time employees and excluding, among others, casual and fill-in employees)	Eligible upon both: a. Attainment of age 21, and; b. Completion of one Year of Service;

After the Eligibility Date, Employer Contributions will be made on behalf of the Participant to his or her Account A in accordance with the provisions of the Contribution Agreement.

The Employee will be eligible to defer wages into his or her Account K on the first day of the next calendar quarter following the earlier of a) the date on which the Employee establishes a Plan account due to a direct rollover of assets from another qualified plan or IRA, or b) the date the Employer first makes an Account A contribution on behalf of the Employee.

These eligibility rules shall not apply to Employees working under the Local 1116 Contribution Agreement if, a) there is a contrary eligibility provision in the applicable Collective Bargaining Agreement, which eligibility provision shall then apply; or, b) the employer is not obligated by the applicable Collective Bargaining Agreement to make contributions to an Employee's Account A. If b) above applies, the Employee shall be immediately eligible to defer wages to his or her Account K.

Becoming a Participant in the Plan

Under the terms of the applicable bargaining agreement, Employers are required to make Account A contributions following an employee's attainment of eligibility. Eligible employees will also be entitled to defer wages into their Account K beginning in the calendar quarter next following attainment of eligibility to participate in the Plan.

You become a Participant in the Plan upon the first day that contributions are made to the Plan on your behalf.

Military Service

Under the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), you may be entitled to have contributions to the Plan made on your behalf for periods of military service of less than five (5) years. This includes employer contributions to your Account A, and your wage deferrals to Account K. If you will be entering military service, you must notify both your employer and the Plan in writing on a form available from the Plan Administrator.

Upon Your return. When you return from military service and are going to return to employment, you must notify the Plan. To *receive credit for Plan benefits for the period you were in the military*, you must return to work within certain time limits:

1. If your military duty was less than 31 days, you must return to work by the next work day (with an 8 hour rest period);
2. If your military duty was more than 31 days but less than 181 days, you must return to work within 14 days of discharge; or
3. If your military duty was longer than 181 days, you have 90 days to return to work.

Upon return, you must also furnish the Plan with copies of your discharge papers showing the date of induction, date of discharge or termination of duty, and whether the discharge was honorable or not, within 14 days after returning to work. If you did not receive an honorable discharge, you will not be entitled to Plan credit for the period of your military service.

Make-Up Account A Contributions - If you satisfy the requirements stated above, the Plan will allocate to your Account A contributions that would have been made on your behalf but for the period of military service. This amount shall be determined using the monthly average number of hours you worked in covered employment in the twelve months prior to entering military service, and shall use the contribution rate(s) in effect during your period of service.

Make-Up Salary Deferral Contributions. You have the option to make-up Salary Deferral Contributions that could have been made during your period of military service. These contributions are permitted for the period beginning upon your return to work and continuing for the lesser of:

1. your period of military service plus three (3) years; or
2. five (5) years.

Accumulating Benefits

The Sources of Your Retirement Income

Your Benefits in this Plan are funded by the following sources:

- Employer Contributions to your Account A
- Your Deferral Contributions to your Account K
- Rollover Contributions you transfer into the Plan (Account A and/or K), and
- Investment earnings on those contributions.

Employer Contributions. Your employer makes contributions to the Plan based upon the requirements of the collective bargaining agreement, or other written agreements with the Trustees. The amount contributed is determined by the applicable agreement. Those contributions are due monthly, and are credited to your Account A when received.

Salary Deferral Contributions. You may choose to contribute a percentage of your wages to the Plan on a pre-tax basis. This means that no taxes are paid on your contributions and that they grow on a tax free basis while they stay in the Plan. You are not responsible for any taxes on these funds until you receive a distribution from the Plan. Your contribution amount may be limited by the Trustees and/or federal law.

In any calendar year, you may defer up to 100% of your income from your employment or a maximum of \$14,000, whichever is less. The \$14,000 limit is effective for 2005 and is subject to change on a yearly basis. **If you participate in more than one 401(k) plan during a year, this contribution limit applies to all contributions made to all plans.**

A special additional contribution limit applies to those Participants age 50 and older. Each Participant who will be 50 or older in a calendar year may elect to make additional “catch-up” contributions of up to \$4,000 per year. This \$4,000 limit for catch-up contributions is effective for 2005 and is subject to change on a yearly basis. **If you participate in more than one 401(k) plan during a year, this contribution limit applies to all catch-up contributions made to all plans.**

Any contributions received by the Plan in excess of either of these limits will be returned to you and you will be responsible for the payment of taxes and penalties on returned amounts.

You will be able to make an election of the amount you wish to defer, if any, when you first become eligible to participate in the Plan. Thereafter, you can change your deferral amount effective as of the first day of each calendar quarter. You must submit a written salary deferral (on a form available from the Plan administrator) by the 15th day of the month preceding the beginning of the calendar quarter.

You may discontinue contributions to the Plan by providing reasonable notice to your employer. If you cease those contributions, though, you may not start new contributions to the Plan again until the following calendar quarter.

Rollover Contributions. You may directly roll over to this Plan your benefit account from another qualified plan or trust with the consent and approval of the Trustees. You may not rollover amounts held in an IRA. Before accepting any rollover or transfer contribution, the Trustees must determine that the transfer would be permissible under the Plan and applicable law. In order to make that determination, you may be required to furnish the Trustees with documentation from the other plan. You should contact the Plan Administrator if you wish to make a rollover contribution to this Plan.

The failure to properly prepare for a rollover may result in additional tax withholding or penalties to you. Be sure to contact the Plan Administrator and to get proper tax advice from the other plan or your tax adviser before proceeding with this option.

Your Individual Account in the Plan

Your share of the Plan is the amount of money you have accumulated in your Individual Account (including employer contributions, wage deferral contributions, rollover contributions, and investment earnings, less your share of the Plan's operating expenses) at the time of your retirement or termination from employment. The operating expenses may include a flat fee charge per account and/or asset-based charges, as determined by the Trustees. The value of your Individual Account is the amount that will be distributed to you and/or your beneficiary.

Vesting

Your Account K will always be 100% vested.

In order to have a right to receive the proceeds in your Account A, you must become vested in those benefits. Vesting describes your right to receive those benefits, and is determined by the amount of time you spend working for a contributing employer.

In order to earn a Year of Vesting Service, you must work at least 200 hours in a calendar year in a position for which contributions would normally be required to be made to this Plan under the applicable bargaining agreement. This will include the period prior to the time you actually became eligible to participate in the Plan as well as periods of employment in such a position prior to the date the Plan was established.

In addition, the Trustees may, in their discretion, grant one or more Years of Vesting Service to employees who are employed with an employer at the time the employer becomes newly signatory to the Contribution Agreement. This vesting credit may be granted only if 1) the employee is employed by the employer both immediately prior to and immediately following execution of the Contribution Agreement; 2) the employee was employed during this period in a position for which contributions would have been made to the Plan had the employer been signatory at that time, and 3) the employer provides documentation regarding the employee's hours worked in such capacity.

If you do not earn a Year of Vesting Service in a calendar year, you will have experienced a "vesting break-in-service year". If you experience five consecutive vesting break-in-service years, you will forfeit the non-vested portion of your Account A balance.

The following vesting schedule applies to all Account A balances:

Years of Vesting Service

Vesting Percentage

less than 3

0%

3

33 1/3 %

4

66 2/3%

5 or more

100%

Alternatively, if you reach age 65 you will become 100% vested in your benefits under the Plan

Investment of Your Account

Individual Direction of Your Account

You may elect to have a portion or all of your account invested in any one or combination of several investment funds offered by the Plan. You are responsible for selecting the investment fund or funds which best meet your needs. The Trustees cannot make this decision for you. However, if you do not direct the Plan to invest your account in one or more of the designated alternative investment options, your account will be invested in the Life Strategy III Fund which is described in your enrollment materials.

The Investment Election Process

The Trustees have established a specific process you must follow in order to invest your account balance. This process is more fully described in your enrollment materials. This process has been designed to allow you flexibility in making your investment elections to meet your specific needs.

General Rules Regarding Investments

- You control how contributions are to be invested. You can make these investment elections initially by submitting a completed investment allocation form to your employer's payroll department by the 15th day of the month preceding the beginning of a calendar quarter. This form is found on the back of the deferral enrollment form. Those elections will become effective during the following calendar quarter. Once you have made initial elections, you will have the opportunity to make changes via telephone or internet on a daily basis, as described below.
- Your investment elections must be made in whole percentages (for example, 10% to the Life Strategy III Fund rather than 10.5%) and they must total 100%.
- You will receive quarterly statements from the Plan. Those statements will include information about contributions made on your behalf (including the source and amount of those contributions), investment earnings on your account, a summary of transfers made between investment options, and your beginning and ending account balances.
- Once you become initially enrolled in the Plan, you will be provided a personal identification number which will allow you to change your investments as often as daily via the internet or your phone. This method is the quickest way of changing your investment elections. Your changes are effective within one business day. Additional information regarding these options is available from the Plan Administrator.

Investment Options

A number of participant directed investment options are available to you under the Plan. There are options which have greater opportunities for increasing their value, but also have greater risk that you may lose money. On the other hand, there are options with less risk which

have low to moderate investment returns. You have to decide which type of investment (or combination of investments) is right for you. The investment options available under the Plan are described in detail in the investment election packet provided to you when you begin participation in the Plan and which is updated from time to time. The information in that packet is deemed a part of this summary plan description.

Periodically, you will be sent correspondence that describes the performance of the various investment alternatives and a listing of any alternatives that are available. In addition, if you have any additional questions about the investment options available under the Plan contact the Plan Administrator.

Trustees' Responsibility

The Trustees are responsible for making sure the Plan is administered according to the Internal Revenue Code and the Employee Retirement Income Security Act of 1974, as amended (ERISA). You are responsible for making the investment choices which are right for you.

The Plan is intended to be managed in accordance with Section 404(c) of ERISA. This means that the opportunity and responsibility to make investment elections has been given to each Plan Participant. Because of this, the Trustees and other fiduciaries of the Plan may not be responsible for investment losses resulting from investment instructions which you give to the Plan. You should be aware that the Trustees may, from time to time, add, delete, or otherwise change the investment options offered by the Plan.

Upon written request to the Plan Administrator, you may receive the following information from the Plan which will be based upon the latest available information:

- (1) a description of the annual operating expenses of each investment alternative available under the Plan;
- (2) financial statements and reports, and any other materials relating to the investment options available under the Plan;
- (3) a list of the assets comprising the portfolio of each designated investment alternative which constitute assets of the Plan, the value of such assets and, with respect to each asset that is a fixed rate investment contract issued by a bank, savings and loan or insurance company, the name of the issuer, the terms of the contract and the rate of return of the contract;
- (4) information concerning the value of the shares or units in the designated investment alternatives available, as well as the past and current investment performance of each alternative; and
- (5) information concerning the value of shares or units in designated investment alternatives held in the account of the Participant or Beneficiary.

Distribution of Benefits

When Benefits Can be Distributed

Distributions for Retiring and Other Participants

Your benefits can be distributed to you or your beneficiaries when one of the following events occurs:

- you terminate employment within the trade and geographic jurisdiction of the union for at least 90 consecutive days;
- you retire from employment after attaining age 55;
- you die; or
- the Plan terminates.

Prior to receiving any distribution you must fill out an application for benefits in a form acceptable to the Plan Administrator. Please note, however, that any such withdrawal will be subject to all applicable state and federal taxes (see *Taxation of Benefits*, later in the booklet). As a result, the Trustees strongly suggest that you consult with a tax advisor prior to choosing this option.

Election to Defer

Unless you elect otherwise, distributions to you must begin no later than sixty (60) days after the close of the Plan Year in which you attain your Normal Retirement Age (65), or, if later, the first of the calendar month after the date that you terminate employment with all participating Employers. Your failure to complete an application form at this time will be deemed an election to defer payment to a later date.

Mandatory Distributions upon Attaining Age 70 1/2

Federal law requires you to begin receiving your benefits by April 1 of the calendar year following the calendar year in which you reach the age of 70 1/2, or if later, the year in which you retire (*i.e.*, no longer are working in the trade). Five percent owners of companies (as defined in Internal Revenue Code Section 416) must begin to receive their benefits by April 1 of the calendar year following the calendar year in which they reach age 70 1/2, regardless of whether or not the individual has retired. In other words, you will begin to receive distributions from the Plan under this provision unless you demonstrate to the Plan Administrator that you are not a five percent owner.

Except in the case of this mandatory distribution and automatic distributions described below, you must complete the application form provided by the Plan Administrator and have it approved by the Board of Trustees in order to receive benefits from the Plan.

Automatic Distributions of Small Accounts

If your vested account balance is less than \$1,000 in value, and you have not had contributions made to the Plan on your behalf for a period of at least twenty-four consecutive months, the Administrator will automatically distribute your account balance to you in a lump sum payment at the earliest administratively convenient time.

Distribution Under a Qualified Domestic Relations Order

Generally, your benefits in the Plan are payable only to you, your spouse, or your chosen beneficiary. In certain cases, if you divorce, the court may order that a portion or all of your benefits are payable to your ex-spouse or children (referred to as "Alternate Payees" in the court order). If the Plan Administrator determines that the order is a "qualified domestic relations order" as defined below, payments will be made to the Alternate Payee as required by that order.

A qualified domestic relations order, or "QDRO", is a court order granting an alternate payee the right to receive some or all of a Participant's benefits in a retirement plan such as this one. The order must satisfy each of the following requirements:

- It must contain the names and last known mailing addresses for the Participant and Alternate Payee(s).
- It must set forth the amount or percentage of the Participant's benefits that are assigned to the Alternate Payee(s).
- It must describe the period to which it applies, e.g., the period of the marriage.
- It must specify that it applies to this Plan.

A QDRO may not:

- Require the Plan to provide any type or form of benefits it does not otherwise provide;
- Require the Plan to pay more benefits than it would if the order did not exist; and
- Require the Plan to pay the same benefits to an Alternate Payee which have been assigned to another Alternate Payee by a prior QDRO.

If the Trustees receive such a court order, the Plan Administrator will promptly notify you and any alternate payee that the order has been received and will describe the Plan's procedure for determining whether the order is a qualified domestic relations order.

The Alternate Payee, however, is not entitled to receive any payments until you, the Participant, are eligible to receive distributions from the Plan.

Payment Options

Lump Sum Payment

Unless you elect to have the balance of your Individual Account “rolled-over” into another qualified plan or IRA (as described below), you will receive a single lump sum distribution of the entire balance of your account. If this option is chosen, you will be subject to all applicable federal and state taxes.

Direct Rollover

Under this option, you may be entitled to have your benefits from this Plan paid directly into another qualified retirement plan or an IRA. By doing so, you delay paying taxes on these benefits until you actually receive them. The Plan Administrator will provide you with a further explanation of this option when you apply for your benefits.

Please consult with a tax advisor prior to choosing the manner in which you would like your benefits under the Plan distributed.

Taxation of Benefits

20% Withholding tax. Whenever you receive a distribution from the Plan, it will normally be taxed as ordinary income. You will receive only 80% of the payment because the Plan Administrator is required to withhold 20% of the payment and send it to the IRS as income tax withholding to be credited against your taxes. If, instead, you choose to roll over the payment (as described in the section entitled "Direct Rollover" above) the money in your account will be transferred directly to another IRA or qualified retirement plan, and you will not be taxed until you take it out of the IRA or plan that accepted your rollover.

Additional 10% tax. In addition, if you receive a lump sum payment of benefits due to termination of employment prior to the attainment of age 55, and you do not roll the payment over to another plan, you may have to pay an extra 10% tax on the taxable portion of that distribution. However, this additional 10% tax will not apply if the distribution is paid to your beneficiary as a result of your death.

When you receive your payment, the Plan Administrator will send you an explanation of withholding and roll-over options available to you.

Since tax laws change frequently, you should consult a tax expert to determine your exact tax liability.

Plan Loan Provisions

The Plan also permits Participants to take out loans from their 401(k) account (Account K). In order for the Plan to maintain its tax-exempt status these loans are subject to a number of restrictions, which are described below.

Conditions and Requirements

- You must apply for these loans on applications available from the Plan Administrator's office.
- If you are married, the Plan is required to obtain the consent of your spouse prior making any distributions from your account.
- You are only permitted to have one loan outstanding at a time, However, you may take out a second loan if some of the proceeds are used to pay off the first loan. You will not be allowed any additional loans if you have defaulted on a loan.
- The minimum loan amount is \$1,000.00.
- The maximum loan amount is the lesser of:
 - * \$50,000.00, reduced by the excess (if any) of the highest outstanding balance of loans from the Plan in the one year period ending on the day before the date on which the loan was made, *over* the outstanding balance of loans from the Plan on the date on which the loan was made; or
 - * One-half of the present value of the vested accrued benefit of your Account K under the Plan.
- There will be a flat origination fee of \$75.00, which may be paid in cash or obtained directly from the loan proceeds.
- The only permissible collateral is the balance of your account.

Eligibility for Loans

All active participants, retirees and death beneficiaries of a participant who have plan balances are entitled to participate in this loan program, except, a participant who has defaulted on a loan will not be entitled to obtain another loan from the Plan.

Loan Repayment Rules

- Loans are subject to a level amortization schedule over the term of the loan.
- The interest rate on these loans will be a fixed rate and is tied to the published prime lending rate as published in the *Wall Street Journal* as of the date of the loan.
- Loans of \$3,000 or less must be repaid within three (3) years.

- Loans of more than \$3,000 must be repaid within five (5) years.
- These loans must be repaid through an automatic withdrawal payment system (ACH) with your bank or other institution. Your bank account shall be debited for payment for this loan on or about the 20th of each month.

Events of Default and Permitted Methods of Cure

The following are the events of default under the Plan's loan provisions and the methods by which such defaults may be cured:

- (1) Failure to timely make repayments.

If you miss any three payments (consecutive or not), your loan will be placed in default. Missed payments are payments not timely made for any reason and which are not cured prior to the occurrence of a default.

- (2) The revocation of your ACH arrangement.

In order to cure this default you must reestablish the ACH mechanism within ninety (90) days of the default.

- (3) Your Death

Your beneficiaries will have three (3) full months following the month in which your death occurs to repay the balance of the loan.

- (4) Election of a Lump Sum Distribution from the Plan

You must revoke the election within one month of the date you made such an election.

- (5) The implementation of a QDRO which seek to reach the outstanding loan balance or affects the Plan's security.

You must revoke the QDRO within one month of the date it was issued.

- (6) Misrepresentation in Loan Documents.

No Cure

- (7) Your declaration of bankruptcy, if you seek to have your loan from this Plan discharged.

No Cure

Naming a Beneficiary

When you become a Participant in the Plan, you will be asked to complete a beneficiary form. If you are not married, you can name anyone you wish to receive your benefit in the event of your death, and you may change your beneficiary at any time by simply filling out a new form and returning it to the Fund Office. If you are married, your spouse is automatically your beneficiary. For your convenience, a Beneficiary Designation Form is included in the back of the Enrollment booklet. If you are married and choose someone other than your spouse as your beneficiary, the consent of your spouse is required and must be witnessed by either a Plan representative or a notary public.

If you do not complete the beneficiary form, or if your designated beneficiary does not outlive you, the following persons will be considered your beneficiary or beneficiaries in the following order, if they outlive you:

- (a) your surviving spouse;
- (b) if you are not survived by a spouse, then your surviving issue, per stirpes, not per capita;
- (c) if you are not survived by a spouse or any children, then your parents;
- (d) if you are not survived by a spouse or any children, nor a parent, then your surviving brother(s) and sister(s);
- (e) if you are not survived by any of the above, then your estate.

Other Plan Features

Participant Responsibilities

Most information about this Plan is sent to you by mail. To ensure you receive this information, we need your correct address on file at all times. If you move, it is your responsibility to notify the Fund Office of your new address. You may request a change of address card from the Plan Administrator, or you can call (952) 854-0795 or 1-800-535-6373.

If your marital status changes or there are other changes in your personal life which affect the name of your beneficiary, contact the Fund Office. You may change your beneficiary at any time by completing a beneficiary change form available from the Fund Office.

Assignment of Benefits and Qualified Domestic Relations Orders

Generally, your benefits may not be assigned or alienated. In other words, your funds in the Plan may not be sold, used as collateral for a loan, given away or transferred. In addition, your creditors may not attach, garnish or secure funds from your account. An exception to this rule exists when a court issues a Qualified Domestic Relations Order, as discussed above in the section titled "Distribution under a Qualified Domestic Relations Order".

Applying for Benefits

You, or in the event of your death, your spouse or beneficiary must apply for benefits from the Plan. An application form is available from the Fund Office. The completed application form and all necessary documents must be delivered to the Fund Office before any benefits will be paid.

Filing a Claim if Benefits are Denied to You

If you believe you are entitled to benefits from the Plan or if you disagree with any decision that has been made by the Plan Administrator, you may file a claim with the Trustees. Your claim must be in writing and must be delivered to the Fund Office within 60 days after the date you expected to receive payment of benefits. Your claim should explain the benefits you think you are entitled to, and any other information you think is useful in supporting your claim for those benefits.

The Trustees may, at their discretion, hold one or more hearings to review your denied claim. You may have an attorney act on your behalf if a hearing is held, but the Trustees reserve the right to require a written authorization from you for the attorney to do so.

In most cases the Trustees will review and make a decision on your claim within 60 days after the request for a review is received. If special circumstances require more than 60 days, the time may be extended to a maximum of 120 days.

When a final decision is made, the Trustees will send you a letter explaining the decision, the specific reasons for it and references to the Plan provisions on which it is based. The final decision of the Trustees, made in good faith, is binding on all parties and beneficiaries of the Plan.

In the event you disagree with the Trustees' decision, you may appeal that decision to an arbitrator in accordance with the arbitration rules of the Uniform Arbitration Act (Minn. Stat. Section 572), provided a written request for arbitration is submitted to the Board of Trustees within sixty (60) days of receipt of the written decision provided by the Trustees or Administrator.

You must, at the time of the request for arbitration is made, name your member of the arbitration panel. The Trustees will then name their member of the arbitration panel. The two named members of the arbitration panel then will attempt to agree upon a neutral party who will act as Chairperson of the arbitration panel.

If the parties do not agree upon a neutral party to act as a Chairperson, either party may request the Director of the Minnesota State Bureau of Mediation for a list of five neutral arbitrators. Each party shall alternately strike two names from the list. The remaining person shall act as the Chairperson of the arbitration panel. The order of the striking of names shall be determined by a flip of a coin.

The question for the arbitration panel will be whether, in the particular instance, the Trustees:

- A. Were in error upon an issue of law;
- B. Acted arbitrarily or capriciously in the exercise of their discretion; or
- C. Supported their findings of fact by substantial evidence.

Each party will pay the fees and expenses of its member of the panel. The neutral arbitrator's fees and expenses will be borne equally, unless the arbitrator should assess such expenses against either of the parties.

If a claim for benefits is denied, no lawsuit or other action against the Fund or its Trustees may be filed until the matter has been submitted for review under the ERISA-mandated review procedure set forth in this section.

The decision of the arbitrator shall be binding upon all persons dealing with the Plan or claiming any benefit hereunder, except to the extent that such decision may be vacated by a court or arbitrator having jurisdiction over such matter.

In the event of your death, your beneficiary may file a claim in the same way as explained above.

Amendment and Termination

The Trustees have the right to amend or terminate the Plan at any time. However, in no event shall any amendment:

- divert any of the Plan funds or income therefrom, or authorize or permit any part of the Plan assets to be used for, purposes other than the exclusive benefit of the members or their beneficiaries or paying reasonable expenses to operate the Plan,
- cause any part of the Plan assets to revert to the Contributing Employers or to the Union, or

- eliminate or decrease a member's benefit except;
 - * to comply with a change in law affecting plan qualification, and then, the elimination or reduction may be made only to the extent necessary to comply with such law; or
 - * to make *de minimis* changes in the timing of payment of an optional form of benefit.

Plan Information

Plan Name

The name of the Plan is the United Food and Commercial Workers Local 789 and St. Paul Food Employers Defined Contribution Plan.

Plan Number

The number assigned to this Plan by the Trustees is 001. The Internal Revenue Service and Department of Labor identify this Plan by its name and the number: 41-1930820.

Type of Plan

This Plan is known as a Profit Sharing and 401(k) Salary Deferral plan.

Type of Administration

The Plan is administered by the Board of Trustees. You may contact the Trustees at:

Board of Trustees
UFCW 789 and St. Paul Food Employers
Defined Contribution Plan
3001 Metro Drive
Suite 500
Bloomington, MN 55425

Service of Legal Process

The name and address of the agent who the Trustees have appointed for service of legal process is:

Mr. Matthew P. Winkel
Wilson-McShane Corporation
3001 Metro Drive
Suite 500
Bloomington, MN 55425

Also, service of legal process may be made upon any of the Trustees.

Union

The name and address of the Union is:

United Food and Commercial Workers Local Union No. 789
266 Hardman Ave
South St. Paul, MN 55075

PBGC Insurance

The Plan is a defined contribution plan providing for an individual account for each Participant and for benefits based upon the amount contributed to the Participant's account, and any income, expenses, gains and losses on such account. Therefore, plan earnings and losses are allocated to each Participant's individual account, and do not affect retirement plan costs. As a result, the Plan's benefits are not insured by the Pension Benefit Guaranty Corporation.

Plan Year

The Plan year is a 12-month period beginning January 1 and ending December 31.

Contributing Employers

The names of the Employers contributing to this Plan are available to Participants and their beneficiaries at any time by simply writing to the Trustees or the Plan Administrator.

If you and your beneficiaries would like to know if an employer or Employee organization is a contributor to the Plan, you may request that information in writing from the Trustees or the Plan Administrator.

Collective Bargaining Agreement

Contributions to the Plan are made based on collective bargaining agreements. Copies of those agreements may be obtained upon written request and are available for review in the office of the Plan Administrator and the Union.

Plan Assets and Management

The Plan assets are held in a trust fund administered by the Board of Trustees. The Trustees are responsible for the selection of the investment options available to Plan Participants.

Your Rights Under ERISA

Disclosure

As a Participant in the United Food and Commercial Workers Local 789 and St. Paul Employers Defined Contribution Plan you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan Participants are entitled to:

- Examine, without charge, at the Plan Administrator's office or at other specified locations, all Plan documents, including insurance contracts, 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.
- Upon written request to the Plan Administrator, obtain copies of all Plan documents and other Plan information, including a complete list of the names and addresses of employers participating in the Plan, or information as to whether a particular employer is a Plan sponsor and, if so, the employer's address. A reasonable charge may be made for the copies.
- 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.

Fiduciaries

- 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 the interest of you and other Plan 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 a benefit or exercising your rights under ERISA.

Appeal

- If your claim for a benefit is denied in whole or in part, you must receive a written explanation of the reason for the denial. You have the right to have the Plan 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 Plan Administrator to provide the material 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 Administrator.

- If you have a claim for benefits which is denied or ignored, in whole or in part, you may request a review of your claim by the Trustees by filing such request in writing with the Trustees within 60 days after you receive the letter that your claim was denied. Please refer to "Filing a Claim if Benefits are Denied to You" in this booklet.
- If you believe that Plan fiduciaries have misused the Plan's money, or if you believe you have been 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. The court may order the person you have sued to pay these costs and fees, or it may order you to pay the costs and fees.
- If you have any questions about your Plan, you should contact the nearest Area Office of the U.S. Labor-Management Services Administration, Department of Labor.

Inquiries to the Department of Labor

If you have any questions about this statement of your rights under ERISA, you should contact the Kansas City office of the Employee Benefits Security Administration, Department of Labor.

The Address for that office is:

U.S. Department of Labor
EBSA
Kansas City Regional Office
City Center Square
1100 Main
Suite 1200
Kansas City, MO 64105-2112
Phone: (816) 42-5131

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.

