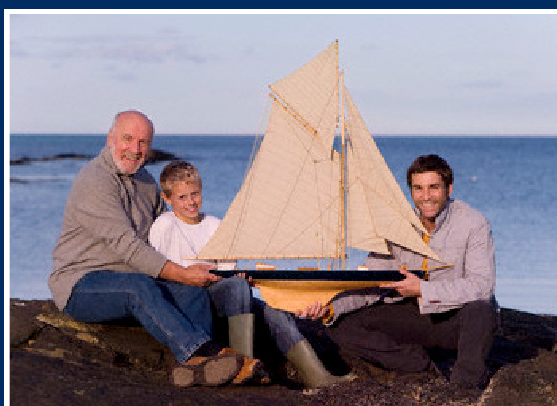
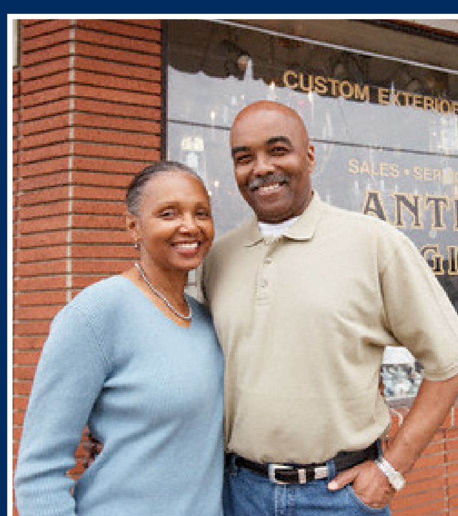
UFCW UNIONS & PARTICIPATING EMPLOYERS

PENSION FUND





SUMMARY PLAN DESCRIPTION

OCTOBER 2009

CONTENTS

October, 2009

Dear Plan Participant,

The UFCW Unions & Participating Employers Pension Fund began on January 1, 1961 as the merger of Local 692 and Department Stores Pension Fund and the UFCW Union Local 400 and Contributing Employers Pension Fund. This is a defined benefit plan, which means that your pension benefits are based only upon your period of Covered Employment and the contribution rate made on your behalf, without reference to the investment earnings of the Pension Fund.

This Summary Plan Description ("SPD") gives you the information you need to determine when you can retire, how much your monthly pension will be, and other important facts about your Pension Plan. Please take the time to read it. You will need this information to help plan your future. This SPD reflects the current rules of the Plan as of September 1, 2009.

The SPD is only a summary of your rights and benefits under the Pension Plan -- it is not the Pension Plan document. A summary cannot cover in detail each provision of the Pension Plan and how it might work in every situation for every Participant. Therefore, in the event of any difference between this SPD and the actual provisions of the Plan, the Pension Plan will govern. The Plan document is available from the Fund office. If you have trouble understanding any part of this material, call or write the Fund Office at UFCW Unions & Participating Employers Pension Fund, 911 Ridgebrook Road, Sparks, MD 21152-9451, telephone number 800-638-2972 or 410-683-6500.

In addition, in reviewing your benefits and the options available to you, the Pension Plan document and the Summary Plan Description in effect at the time you leave Covered Employment will generally describe your right to benefits. **Consequently, this Summary Plan Description, which includes the changes under the most recent Collective Bargaining Agreements, generally applies only to Participants with an Hour of Service on or after September 1, 2007. Therefore, if you left Covered Employment prior to that date, some of the provisions in this booklet may not apply to you and you should review the Summary Plan Description in effect at the time you left Covered Employment.** The rules and benefits in effect for a former employee or participant are determined in accordance with the rules and terms of the Plan in effect on the latest date the employee or participant performed an Hour of Service in employment covered by the Plan.

The Plan, and the rules under which it is administered, are subject to change by the Board of Trustees from time to time, and the Board of Trustees has the authority to interpret and apply the provisions of the SPD and Pension Plan and the rules under which it is administered. The Board of Trustees also has the authority to make determinations regarding the application of the Pension Plan and SPD. Any decision made by the Board of Trustees is binding on Employers, Employees, Participants, beneficiaries and all other persons affected by the Plan. Do not rely upon any statement regarding your coverage or benefits made by your Employer, Union or any other person. You will be notified of any changes to the SPD and the Pension Plan as required by law. The Board of Trustees reserves the right to amend, modify or discontinue all or part of this Plan whenever, in their judgment, the conditions so warrant, in accordance with law.

It is extremely important that you keep the Plan Administrator informed of any change in your address, marital status or beneficiary designation. This is your obligation and it is the ONLY way the Trustees can keep in touch with you regarding Plan changes and other developments affecting your interests under the Fund.

The Trustees of the Pension Fund will continue their efforts to provide you with the best benefits possible from the income available so your retirement can be long, enjoyable and financially sound.

Sincerely,

Board of Trustees

FACTS ABOUT THE PLAN

Name of Plan
The UFCW Unions & Participating Employers Pension Plan. The Plan was established under a trust agreement between the participating employers and the United Food and Commercial Workers Union Locals 27 and 400.

Plan Administrator
The Board of Trustees. By authority of the Trust Agreement, an equal number of members are appointed by the Unions and by the employers.

Plan Sponsor
The Board of Trustees of the UFCW Unions and Participating Employers Pension Fund. The Board of Trustees may be contacted at 911 Ridgebrook Road, Sparks, MD 21152, or by calling the Fund Office at 410-683-6500.

Employer Identification Number: 52-6117495

Plan Number: 002

Type of Plan
The Plan is a defined benefit pension plan governed by the Employee Retirement Income Security Act of 1974, as amended.

Contributions to the Plan
The Plan is supported by contributions made by participating employers who are parties to Collective Bargaining Agreements and/or Participation Agreements requiring contributions. They are made according to the terms of the applicable Collective Bargaining Agreement. Copies of Collective Bargaining Agreements are available for examination from the Fund Office upon written request.

Assets of the Fund
The assets of the Fund are held in a trust administered by the Board of Trustees. The Board may, in its discretion, delegate management of Fund assets to an investment manager or managers.

Administrative Manager
The Board employs a firm specializing in the administration of multi-employer funds to maintain necessary records of participants and to answer questions about the Plan. The Administrative Manager is:

Associated Administrators, LLC
911 Ridgebrook Road
Sparks, MD 21152

Agent for Legal Process
You may serve legal process on Associated Administrators, LLC, or any Trustee at this address:

UFCW Unions & Participating Employers
Pension Fund
911 Ridgebrook Road
Sparks, MD 21152-9451

Basic Financial Operations
The basic financial records of the Plan and Trust are maintained on a fiscal year ending December 31, known as the Plan Year. The Board of Trustees meets regularly with an actuary representing the Fund and other advisers to review anticipated employer contributions, investment income, benefit payments, and Fund expenses. These reviews are carried out in order to insure that the financial operation of the Fund is sound for both the short and the long run, so that benefits can be paid and the funding requirements of ERISA met. In addition, the financial operations of the Fund are audited annually by an independent firm of certified public accountants.

Collective Bargaining Agreements
The Plan is maintained pursuant to Collective Bargaining Agreements. Copies of these documents may be obtained by Participants and beneficiaries upon written request to the Fund Office. The documents are also available for examination by Participants and beneficiaries.

Plan Amendment and Termination
The Trustees may modify or amend the provisions of the Plan and may terminate the Plan. In the event of Plan termination, the provisions of the Employee Retirement Income Security Act regarding plan terminations will apply. However, no change will divert any Trust funds for purposes other than for the exclusive benefit of Plan Participants and beneficiaries, or have the effect of decreasing a Participant's accrued benefit where prohibited by law.

To the extent determined by the Pension Benefit Guaranty Corporation, no merger or consolidation with, or transfer of assets or liabilities to, any other Plan will be made (where termination of the Plan would immediately result) unless, each Participant in the Plan would receive a benefit equal to or greater than the benefit he or she would have been entitled to receive if the Plan terminated immediately before the merger, consolidation or transfer.

Under the terms of federal law, the assets of the Plan are to be used for the benefit of the Participants, surviving spouses and beneficiaries, in an order of priority consistent with federal law. If all of the Plan benefits are provided by the assets of the Plan, and there is still money left over, the money is to be used to increase the benefits of all Participants. Under no circumstances may money which has been properly contributed to the Plan ever be returned to any Employer or Union. If the Plan's assets are insufficient to pay benefits, benefits may be reduced as required by law (but not below levels guaranteed by the PBGC). The PBGC may subsequently restore some or all of any lost benefits if it finds that such replacement is feasible.

BOARD OF TRUSTEES

Plan Summary

The level of benefits available to you is determined by the contribution rate paid on your behalf by your employer. See your Collective Bargaining Agreement for the contribution rate. The Plan Summary below assumes you are an active Plan participant. See pages 16 & 17 for list of contribution rates and their corresponding pension credit amounts.

Note: *If you were a participant in the UFCW Local 400 Meat & Poultry Fund ("Meat & Poultry Fund"), or if you are employed by an Employer who participated in the UFCW Local 400 Meat & Poultry Fund immediately prior to its merger into this Fund, January 1, 2007, your pension benefit will be determined according to the provisions of the Meat & Poultry Fund in effect at the time of the merger. Please see page 29 for a summary of your Meat & Poultry Fund pension benefit.*

TYPES OF PENSIONS The brief summary below assumes that you are an active Plan participant	
Normal Retirement	Age 65 and at least 5 years of Benefit Service
Early Retirement (Non-Reduced)	Age 60 and at least 10 years of Benefit Service
Early Retirement (Reduced)	Age 55 and at least 15 years of Benefit Service. Reduced from Age 60
Disability Retirement	Any age and at least 10 years of Benefit Service. Must have Social Security Disability Award and disability must have begun prior to termination of covered employment.
Deferred Vested Pension	5 years Vesting Service
Early Deferred Vested (Reduced)	Age 55 and at least 15 years Benefit Service. Reduced from age 60.
Death Benefit (Does not apply to Deferred Vested Pensions)	Majority of Benefit Service FT: $2500. Majority of Benefit Svc. PT: $1500

Pre-Retirement Surviving Spouse's Pension	5 years Vesting Service. Pension starts when participant reaches the earliest retirement age.
Joint & Survivor Pension	Pension to participant is reduced and a portion of the pension continues to be paid to spouse after death of participant.
Five Year Certain	60 pension payments, guaranteed.

PARTICIPATION

Your participation in this Pension Plan begins on the first day of the month in which the first contribution is made on your behalf, but in no case later than 12 months following the date you became covered by a Collective Bargaining Agreement requiring such contributions. This is known as your Effective Date.

A Participating Employer is an employer who has signed a Collective Bargaining Agreement with the Union, or a Participation Agreement with the Fund, and makes payments into the Trust. A Participating Union may be considered a Participating Employer if it has executed a Participation Agreement and makes contributions as required under that Agreement; however, it may not participate in the selection of Employer Trustees or have a vote as an Employer on any matter.

If you were employed by a Participating Employer in a job classification covered by a Collective Bargaining Agreement with a Participating Union on the date that the Participating Employer first began participation in this Fund, then the date that Participating Employer's participation began is your Effective Date. A complete list of Participating Employers can be found on page 47.

If you are hired by a Participating Employer in a job classification covered under a Collective Bargaining Agreement with a Participating Union after the Participating Employer's first date of participation in the Fund, your date of hire is your Effective Date.

The Local 692 and Department Stores Pension Fund began on January 1, 1972 and the UFCW Union Local 400 and Contributing Employers Pension Fund began on January 1, 1974. If you were then working for one of the Employers who first sponsored either of these former Funds, in a job classification covered by a Collective Bargaining Agreement with a Participating Union, your Effective Date is the date the original Fund began.

On January 1, 1982 the Local 692 and Department Store Pension Fund merged with the UFCW Union Local 400 Pension Fund to become the UFCW Unions and Participating Employers Pension Fund. If you had Benefit Service in either of the former Funds, you became a participant in this Fund on the date of the merger. In addition, the UFCW Local 400 Meat and Poultry Fund merged with this Fund effective January 1, 2007. If you had Benefit Service under the Meat and Poultry Fund, you became a participant in this Fund on the date of the merger.

BENEFIT SERVICE

Benefit Service is the period of your employment recognized under the Plan for benefit accrual purposes. It is not necessarily the same as your total employment with the Employer or the time recognized by a Participating Union for the purpose of seniority.

Benefit Service is made up of two parts--Past Service and Future Service--and may be either full time or part time. Your total Benefit Service is the sum of your Past Service Credit and Future Service Credit, and this amount is used to determine how much your pension benefit will be. You may request a Benefit Service estimate, once a year, by writing to the Fund Office.

Past Service Credit
Past Service Credit is your period of employment with a Participating Employer, in a job classification covered under a Collective Bargaining Agreement with a Participating Union, between your most recent date of hire and your Effective Date.

In order to simplify the operation of the Plan, all Benefit Service accrued for each Participant under either of the former Plans through December 31, 1981 was re-designated as Past Service, even though a portion of it may have been originally accrued under the Future Service rules then in effect under the former Plans.

Future Service Credit
Future Service Credit is the period of employment with a Participating Employer, in a job classification covered by a Collective Bargaining Agreement with a Participating Union, between your Effective Date and the date you terminate covered employment. Future Service Credit is based on the regular time hours you work, according to the following schedule:

Full Time Participants	**Part Time Participants**	**Future Service Credit**
1600 hours or more	800 hours or more	1 year
1200 to 1599 hours	600 to 799 hours	3/4 year
800 to 1199 hours	400 to 599 hours	1/2 year
400 to 799 hours	200 to 399 hours	1/4 year
under 400 hours	under 200 hours	None

VESTING SERVICE

Vesting Service is calculated pursuant to the terms of the Collective Bargaining Agreement between your Participating Employer and the Union. Please refer to your Collective Bargaining Agreement for additional information.

Vesting Service is used to determine your right to a non-forfeitable pension benefit.

Continued Participation

Your participation under this Plan will continue as long as you remain employed with a Participating Employer in a job classification that is covered by a Collective Bargaining Agreement with a Participating Union and that requires contributions to be made to the Fund on your behalf.

You will be considered a Participant and accrue Vesting Service, but not Benefit Service:

(1) During any period following a transfer to or from a job classification with a Participating Employer that does not require the Participating Employer to make contributions to this Fund.

(2) During any period of absence when you are unable to work anywhere in the retail industry due to mental or physical disability, provided you had at least five or more years of Benefit Service prior to the start of the absence.

(3) During any period that you serve the United Food and Commercial Workers Union as a full time officer or employee, provided you had at least five years of Benefit Service prior to your Union leave of absence.

(4) During any leave of absence that you are granted pursuant to your Collective Bargaining Agreement.

(5) For vesting purposes, you will be credited with up to a maximum of 376 regular time hours for absence from work due to pregnancy, the birth of your child, your adoption of a child, the care of your child immediately after his/her birth or adoption, or the care of a parent, spouse, or child injured while on military duty, under the Family Medical Leave Act. The Fund may require proof that your absence was for one of the above reasons, or require verification of the number of days you were absent. You will accrue the hours or months of service you normally would have accrued if you had been working. In cases in which it is not possible to determine what the hours or months would have been, you will be credited with eight hours of service for each business day during your absence. Such service will be credited in the year of your absence.

LOSS OF BENEFIT SERVICE

Your participation in this Plan will stop, and you will lose any Benefit Service you accrued, if any of the following events occur before you become Vested:

(1) Your death
(2) Your resignation or discharge
(3) Your failure to return to work after a layoff or leave of absence
(4) Your failure to return to work after military service, within the period specified by law.

Reinstatement of Lost Benefit Service

Under items 2 and 3 above, your participation in the Plan ends when your Break-in-Service years exceed the greater of (1) five years or (2) the Benefit Service years you accrued prior to your resignation, discharge or failure to return to work. A Break-In-Service year is any Plan Year in which less than 376 hours of contributions are made on your behalf.

5 or More Years of Benefit Service

Effective January 1, 1982, if your benefit service is lost under (2), (3) or (4) above, and you had accrued five years or more of Vesting Service prior to your termination of covered employment, and you are re-employed by the same or another Participating Employer and accrue at least one quarter year of Vesting Credit in a Plan Year, your prior Benefit Service will be restored to you, provided your consecutive break-in-service years are less than the Benefit Service years you had before the termination.

Less Than 5 Years of Benefit Service

Effective January 1, 1987, if your benefit service is lost under (2), (3) or (4) above, and you accrued less than five years of Vesting Service prior to ending your participation in the Plan, your Benefit Service will be restored if you become re-employed by the same or another Participating Employer and accrue at least one quarter year of Vesting Credit in a Plan Year, before five consecutive break-in-service years occur.

Example:

1 2 3 4 5 6 1 2 3 7 8 9 10

Prior Benefit Service	No Credit	Benefit Service
6 Years	3 Years	4 Years

Total Benefit Service = 10 Years

Since the years in which no credit was earned (3) is less than the years of prior Benefit Service (6), the prior Benefit Service is reinstated when you return to work in employment covered by the Plan. However, if the years of no credit equal or exceed the prior Benefit Service, that prior service is lost, even if you return to work.

VESTING SERVICE AND BENEFIT SERVICE DURING MILITARY SERVICE

The Uniformed Services Employment and Re-Employment Rights Act ("USERRA") provides re-employment 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. To be entitled to re-employment rights and pension benefits under USERRA, you must:

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

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

3. be absent for 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 Participating Employer or another Participating 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 the completion of 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 otherwise would qualify for reemployment rights under the law, but you are not reemployed due to your death or disability while performing qualified military service, you will be treated as having returned to Covered Employment on the day before your death or disability, and then having terminated such Covered Employment on the date of your death or disability, for granting Vesting Service and benefit accruals, to the maximum extent permitted by law.

RECIPROCITY WITH THE FELRA & UFCW PENSION FUND

If there is a change in your employment classification so that you become a participant under the FELRA & UFCW Pension Fund or the UFCW International Union-Industry Pension Fund, the Benefit Service you accrue under that Fund will count towards your eligibility for a pension under this Fund. The amount of your benefit from this Fund, however, will be based upon your Benefit Service under this Fund at the time of your transfer and your accrued monthly pension will be determined as of the date you finally terminate service under both Funds. The same rule applies regardless of whether your transfer is from this Fund to the FELRA Fund or to this Fund from the FELRA Fund.

Benefit Service under the Fund also may be combined with time in a management position with a Participating Employer, for the purposes of determining eligibility for benefits. Your time in management does not count for Benefit Service under the Fund.

Example:
Terry has 9 years of Benefit Service under this Fund and then becomes covered under the FELRA & UFCW Pension Fund. After working for 5 years under the FELRA & UFCW Pension Fund, he becomes totally and permanently disabled and becomes eligible for Social Security disability benefits. Since his Benefit Service under both Funds is 14 years, he is eligible for a Disability Pension under each Fund. The amount of his Disability Pension under this Fund will be based upon his 9 years of Benefit Service. The other Fund will pay according to his 5 years under that Fund.

The same rule applies whether the participant moves from this Fund or into this Fund.

TRANSFERS -- BETWEEN FULL TIME AND PART TIME EMPLOYMENT

If you transfer from full time to part time employment or vice versa, there is no effect upon the amount of pension accrued for you up to the date of change. Your pension credit after the change, however, will be at the new rate.

Example:
After 10 years of Benefit Service, John Jones moved from full time to part time employment under the Fund. His Employer's contributions for his full time service provided a pension of $16.75 per month per year of service, and the part time contributions provided a pension of $8.37.

If he works ten years part time, his accrued monthly pension will be calculated like this:

Full Time Benefit Service.... 10 years X \$16.75 = \$167.50
Part Time Benefit Service.... 10 years X \$ 8.37 = \$ 83.70
Total accrued monthly pension..........................\$251.20

If, before you retire, there is an upward change in the applicable pension rate for either full or part time service, you will receive the higher rate for that period of Benefit Service.

Transfers from One Employer to Another within the Fund
If you move from one Participating Employer to another, there will be no effect on your pension coverage, provided both Participating Employers are contributing on your behalf at the same rate. If your new Employer is contributing at a different rate, then your Benefit Service with the new Employer will be earned at the new rate. There will be no effect on the Benefit Service accrued for service with the first Employer.

If, before you retire, there is an upward change in the applicable pension rate of either Employer, you will receive the higher rate for that period of Benefit Service.

CONTRIBUTION RATES
The amount of your pension depends on your total years of Benefit Service and the applicable benefit rates. If you had both full time and part time service, the benefit amount with respect to each is calculated separately and then added together. If you had transfers of employment, or you worked for more than one Participating Employer, several periods of your service may have to be calculated separately and then added together.

Benefit Rates are determined by the contributions made on your behalf by your Employer.

Hourly Contribution Rate	Full Time Benefit Rate Per Year of Benefit Service	Part Time Benefit Rate Per Year of Benefit Service
$.05	7.13	3.56
.08	11.25	5.62
.12	16.75	8.37
.15	20.13	10.06
.18	22.25	11.12
.20	23.38	11.69
.21	24.00	12.00
.24	26.13	13.06
.27	28.13	14.06
.30	30.13	15.06
.33	32.13	16.06
.40	36.80	18.40
.80	47.00	23.50

The contribution rate being paid by your Employer can be found in your Collective Bargaining Agreement. You can get copies from your shop steward, business agent, Union or Fund Office.

Except as described below, effective July 1, 2004, the Plan will not recognize any contribution rate increases under Collective Bargaining Agreements that are first effective on or after July 1, 2004 through April 1, 2011 and no contribution increases under such an agreement will increase your benefit accruals during that period, unless the contribution rate has more than doubled. This means that, if your Employer increases its contribution rate on your behalf under a new Collective Bargaining Agreement that is effective on or after July 1, 2004, your benefit accrual will continue to be based on the contribution rate in effect under the prior Collective Bargaining Agreement, unless your Employer's new contribution rate is more than double the old rate. If the new rate is more than double the old rate, any increase over the doubled amount will have the effect of increasing your benefit rate.

If you work for an Employer that first began participating in the Fund on or after July 1, 2004 but before April 1, 2008, the Employer contribution rate that is applicable in determining your benefit accruals under the Plan will be the contribution rate under the Employer's first Collective Bargaining Agreement with the Union, and your benefit rate will be determined by the Trustees. If you work for a new Employer that first begins participating in the Fund on or after April 1, 2008 through April 1, 2011, these changes do not apply to contribution rates under the first Collective Bargaining Agreement with that Employer.

Effective for all Employer Contribution Rates in Collective Bargaining Agreements effective on or after April 1, 2008 for Employers participating in the Fund as of June 30, 2004, any increase in the applicable Benefit Rate will be determined by the Trustees.

Finally, if your Employer was participating in the Fund as of June 30, 2004, and your Employer's contribution rate did not increase under the Collective Bargaining Agreement in effect between July 1, 2004 and April 1, 2008, then your benefit accrual rate will be zero with respect to any Hours of Service earned on and after January 1, 2006.

TYPES OF PENSIONS

You may retire when you satisfy the Plan's age and Benefit Service requirements. You must terminate employment in order to be eligible to collect your pension. The type of pension you may select is based on your age and your amount of Benefit Service. Although you may meet the requirements for more than one type of pension, you may only elect one form of pension. You must complete the pension application forms provided by the Fund Office before your benefit payments will begin. You cannot change the type of pension you elect once you receive your first benefit payment. You are required by law to begin receiving benefit payments by the later of: (1) April 1 of the year following the year you reach age 70 ½; or (2) the date you terminate covered employment.

NORMAL RETIREMENT

You may retire on a Normal Retirement Pension at any time after you have met one of the following sets of requirements:

1. You have reached your 65th birthday, and you have at least five years of Benefit Service; or.
2. You have 5 or more years of Vesting Service and you have reached your 65th birthday.

Calculating Normal Retirement Monthly Pension Benefit Amounts

To calculate your Normal Retirement Monthly Pension you must know the contribution rate and corresponding benefit rate in effect on your date of retirement. The calculation is then performed as shown below.

Full Time Benefit Service X FT Benefit Rate + Part Time Benefit Service X PT Benefit Rate

Example:

Full Time Benefit Service…. 10 years X $16.75 = $167.50
Part Time Benefit Service…. 10 years X $ 8.37 = $ 83.70
Total accrued monthly pension…………………… $251.20

Payment after Normal Retirement Age

If you begin receiving benefit payments after your Normal Retirement Age, you may elect to receive a benefit that is actuarially increased for each complete month that your benefit is not suspended between your Normal Retirement Age and your commencement date. Alternatively, you may elect, with your spouse's consent, if applicable, to receive your benefit payable retroactive to your annuity starting date, plus interest.

SPECIAL EARLY RETIREMENT

If you are an active participant on or after January 1, 1988, you may retire on an Early Retirement Pension, without a reduction in your monthly pension benefit amount, at any time after you have reached your 60th birthday and have earned at least 10 years of Benefit Service.

Calculating the Special Early Retirement Monthly Pension

If you qualify for Special Early Retirement your Early Retirement Monthly Pension Benefit Amount is calculated just like a Normal Retirement benefit. There is no reduction in your Monthly Pension Benefit Amount.

EARLY RETIREMENT

You may retire on an Early Retirement Pension, with a reduction in the amount of your monthly pension benefit, at any time after you have reached your 55th birthday and have earned at least 15 years of Benefit Service. The Early Retirement Pension is reduced from age 60, which is the earliest date you may retire with a deduction.

Calculating the Early Retirement Monthly Pension

Your pension amount is equal to a percentage of your accrued monthly pension. The percentage is equal to 100% less 0.5% for each month by which you are less than age 60 at the time your pension begins.

Example:

John is 55 and has 20 years of Benefit Service. His contribution level is $.12 and he is full time so his benefit rate is $16.75 (see page 17).

(1) $16.75 FT benefit level X 20 years = $335.

(2) Adjustment for early retirement:

- (a) Number of months until John will be 60 = 60 months
- (b) 60 months X 0.5% = 30%
- (c) 100% - 30% = 70%

(3) Early Retirement Pension = $335 X 70% = $234.50

DISABILITY RETIREMENT

You may retire on a Disability Retirement if you have at least 10 years of Benefit Service, have retained participant status, and you were totally and permanently disabled before meeting the requirements for Normal Retirement.

To establish proof of total and permanent disability you must qualify for disability benefits under the Federal Social Security Act and the disability must have begun prior to your termination of covered employment under the Plan.

If you are receiving a disability pension and you lose your eligibility for Social Security Disability, your disability pension will be suspended until you meet the requirements for retirement under another type of pension. **It is your obligation to notify the Fund Office in writing if your Social Security Disability Award has been revoked.**

Your Disability Retirement will not begin until the later of (1) the date your Weekly Disability benefits provided under the UFCW Unions & Participating Employers Health and Welfare Fund have stopped; or (2) the first day of the 6th calendar month following the calendar month in which the conditions for obtaining a Disability Retirement have been met.

Calculating the Disability Monthly Pension

If you qualify for a Disability Retirement, your Disability Monthly Pension Amount is calculated just like a Normal Retirement Monthly Pension Benefit Amount. There is no reduction in your Monthly Pension Benefit Amount.

DEFERRED VESTED RETIREMENT

You may retire on a Deferred Vested Retirement if you accrued at least five years of Vesting Service before your termination of employment with a Participating Employer, and you do not meet the requirements for a Normal, Early or Disability Retirement.

If you terminated employment with more than 15 years of Benefit Service, your Deferred Vested Retirement may begin at any time after you reach age 55, but there will be a reduction in the amount of your monthly pension from age 60. The reduction is calculated as shown under "Early Retirement" on page 20. Deferred Vested Retirement monthly pension amounts are based on Benefit Service accrued through the date of termination of employment with a Participating Employer, and the benefit rate that corresponds to the last contribution rate made on your behalf by your Employer.

Example:

You begin full time employment with a Participating Employer on June 1, 1980 and terminate on May 31, 1990, after accruing 10 years of Vesting Service and 9 years of Benefit Service (as a result of a one-year absence during which you did not work for a Participating Employer under the Plan). Your age at termination is 35.

You may apply for a Deferred Vested Retirement after reaching age 65. Your monthly benefit amount will be based on the 9 years of Benefit Service you had accrued as of your date of termination.

Example:
You begin part time employment with a participating Employer on October 15, 1982 and terminate on November 2, 1997, after accruing 15 years of Vesting Service and 15 years of Benefit Service. Your age at termination is 40.

You may apply for a Deferred Vested Retirement after reaching age 55. The monthly amount will be based on the 15 years of Benefit Service you had accrued as of your date of termination, with a reduction for the early retirement from age 60.

Calculating the Deferred Vested Retirement Monthly Pension
If you qualify for a Deferred Vested Retirement, then your Deferred Vested Retirement Monthly Pension Amount is calculated like either a Normal or Early Retirement, except the benefit rate is determined by the last contribution made on your behalf before your date of termination with a Participating Employer.

Example:
John has 10 years of FT Benefit Service. His employment terminated on 9-30-88. His contribution rate was $.12 which corresponds to a benefit level of $16.75 (see page 17).

FT credit… 10 years X $16.75 = $167.50
Pension collectible at age 65…………… $167.50

****

Sandra has 20 years of FT Benefit Service with the same termination date and contribution rate.

FT credit… 20 years X $16.75 = $335.00
Pension collectible at age 60……………. $335.00

If Sandra would like to collect this pension early, at age 55, it would be reduced this way:

60 - 55 = 60 months
60 months X 0.5% = 30%
100% - 30% = 70%
$335.00 X 70% = $234.50

Pension collectible at age 55…………$234.50

FORMS OF BENEFIT PAYMENT

50% JOINT AND SURVIVOR PENSION

If you are married at the time of your retirement, and have been married to your spouse for at least one year as of your date of death, your monthly pension benefit is automatically reduced, so that half of that reduced monthly pension will be payable to your spouse after your death. The amount of the reduction depends on your age, and the age of your spouse, at the time you retire. This Form of pension also is known as an Automatic 50% Post-Retirement Surviving Spouse Benefit.

OPTIONAL FORMS OF JOINT & SURVIVOR PENSION

There are three forms of the Joint & Survivor Option available under the Plan, in addition to the 50% option described on page 23: (1) the 66 2/3% Joint & Survivor Option; (2) the 75% Joint & Survivor Option; and (3) the 100% Joint & Survivor Option. If you are married and you have to elect one of these benefit forms, your pension amount will be actuarially reduced so that the applicable percentage of the pension amount you were receiving can continue to your spouse after your death. Your monthly benefit under each of these options is based on reductions calculated according to specific actuarial tables similar to the one on page 46 of this booklet. You do not need your spouse's consent to elect any optional Joint & Survivor Pension option. However, you only may elect this form of benefit with your legal Spouse as your survivor beneficiary.

WAIVER OF JOINT AND SURVIVOR PENSION

You and your spouse can elect to waive these Joint and Survivor Options, and you can choose a Single Life Annuity, within 90 days before the date your benefits are scheduled to start. However, in order for any such waiver to be effective, <u>both you and your spouse must sign a notarized waiver statement on the form provided by the Fund Office, and return that statement to the Fund Office before your pension is due to start. Your pension benefit under the Fund will not begin until you have had at least 30 days to consider the explanation of benefit options provided to you by the Fund, unless you and your spouse waive this requirement, as long as the explanation of benefit options is given to you at least 7 days prior to the date your benefits begin.</u>

Example:

John Jones retires at age 65 after 30 years of full time Benefit Service. He is married and his wife is 60. If he and his wife elect NOT to have the Joint & Survivor Option, his monthly pension benefit will be $502.50 (30 X $16.75). Now, suppose Mr. Jones elects the Joint & Survivor Option. His monthly pension then would be reduced by .8728, as shown in the Actuarial table (see page 46). Mr. Jones would receive $438.58 as long as he lives. Upon his death, his surviving spouse would receive half of his pension amount, $219.29, each month for the rest of her life.

These amounts are calculated as follows:

(a) 30 X $16.75 =	$502.50
(b) $502.50 X .8728 =	$438.58 payable to Mr. Jones
$438.58 x 50% =	$219.29 payable to Mrs. Jones

If you elected to receive your pension in the form of a Joint and Survivor Pension and your spouse dies before you, your pension benefits will not increase and no further benefits will be payable on your behalf after your death.

If you elect a form of benefit other than one of the Joint & Survivor Options, your monthly pension benefit will not be reduced, but will stop when you die (except for the Five Year Certain Benefit). If you elect a Joint and Survivor Option, you will not receive a Five Year Certain Benefit. **The option you elect at retirement will continue thereafter according to its terms. You cannot change the form of your benefit after payment has commenced.**

LUMP SUM PENSION BENEFIT

If the current value of your pension, determined using your age and the actuarial factors applicable to the Plan, is $5,000 or less when you retire and apply for your benefit to begin, you can only receive your benefit in a single lump sum payment. No other forms of benefit are available to you under the Plan.

SINGLE ANNUITY WITH FIVE YEAR CERTAIN BENEFIT

Under the single annuity form of payment, you receive a monthly benefit over the course of your lifetime. If you die before receiving 60 monthly pension payments (five years of payments), the unpaid part of those 60 payments will be paid to your designated beneficiary, as a monthly payment. However, if the present value of the remaining monthly payments is $5,000 or less, your beneficiary may elect to receive the remaining payments in the form of a lump sum. You do not have to be married to enjoy this benefit. If you are not married, the designated beneficiary can be any person you choose.

If you are married and you and your spouse have waived the Automatic Joint and Survivor Pension available under the Plan, your spouse must consent to your designation of any beneficiary other than your spouse with respect to the 5 Year Certain benefit, and any change in your designation of a beneficiary. A Designation of Beneficiary Form may be obtained from the Fund Office and this form must be used to change your beneficiary, except under the rules on page 26. If you do not designate a beneficiary, the current value of any remaining payments will be paid in a single sum to your estate. If your beneficiary begins receiving payments and dies before all payments are made, the current value of any remaining payments will be paid in a single sum to the beneficiary's estate.

Example:
John Jones retires and he and his spouse have opted out of the Joint & Survivor form of retirement. He receives 35 monthly pension payments before his death. His designated beneficiary will receive the remaining 25 pension payments. If John Jones had died after receiving 60 or more monthly pension payments, no further benefits would be payable on his behalf of after his death.

This benefit applies to all forms of retirement other than the Joint and Survivor Benefit options, but if you are on a disability retirement and your disability terminates, the Five Year Certain Benefit terminates also.

PRE-RETIREMENT SPOUSE'S PENSION BENEFIT
If you are an active participant who has met the requirements for an Early Retirement Pension (see "Early Retirement," page 20), or you had at least one hour of service on or after January 1, 1976 and have completed ten years of Vesting Service, or you had at least one hour of service on or after January 1, 1999 and have completed five years of Vesting Service, your spouse is eligible for a Pre-Retirement Spouse's Pension. Generally, this benefit is available only to spouses of participants who die on or after August 23, 1984 and who were married to the participant for at least one year prior to the participant's death.

The amount of your spouse's pension will be half the amount you would have received if you had retired on the date of your death and elected the 50% Joint and Survivor form of pension. Your spouse's pension cannot begin prior to the date you would have reached your earliest retirement age. Thus, if you die with less than 15 years of Benefit Service, your spouse may begin receiving benefits at the time you would have reached age 65. If you die with at least 15 years of Benefit Service, your spouse's pension may begin on or after the date you would have reached age 55.

Example:
The participant dies at age 58 after accruing 15 years full time Benefit Service. At the time of the participant's death, the spouse is 59. The 50% Joint & Survivor factor for participant age 58 and beneficiary age 59 is .9155.

15 years FT Benefit Service X $16.75 = $251.25

Age 60 – Age 58 = 24 months

24 months x 50% = 12% reduction for retiring before age 60

100% - 12% = 88%

$251.25 x 88% = $221.10

$221.10 X .9155 = $202.42

$ 202.42 X 50% = $101.21

The Pre-Retirement Spouse's Pension Benefit would be $101.21.

LUMP SUM DEATH BENEFIT
The beneficiary of a retired participant receiving a Normal, Early, Special Early, or Disability Pension will be entitled to receive a lump sum payment upon the death of the participant. The death benefit is $2,500 if the majority of your Benefit Service is full time. If the majority of your Benefit Service is part time, the death benefit is $1,500.

Beneficiary Designation
You may designate one or more person(s) as a beneficiary and, if you wish, one or more other person(s) as a contingent beneficiary, in writing by contacting the Fund Office for a form approved by the Trustees. You may change your designation at any time in the same manner. If you designate more than one person, any benefit shall be paid in equal proportions to the designated beneficiaries. If you are married, you do not need your *Spouse's* consent to elect or change your beneficiary for this benefit. If the beneficiary stated in an approved QDRO (Qualified Domestic Relations Order) is different from the beneficiary listed on your pension beneficiary card, benefits will be paid to the beneficiary in the QDRO.

A beneficiary also may be designated in an order that has been entered by a court, provided that such order contains a clear designation of rights and is presented to the Fund prior to any payment being made to another person that you designated as your beneficiary. A beneficiary designation made pursuant to a court order meeting the above requirements will supersede any prior or subsequent conflicting beneficiary designation that is filed with the Fund.

A beneficiary may waive his or her rights as a beneficiary under the Plan in an order that has been entered by a court, provided that such order contains a clear and unequivocal waiver of the beneficiary's rights and is presented to the Fund prior to any payment being made to the beneficiary. A waiver in a court order meeting the above requirements will supersede any prior conflicting beneficiary designation that has been filed with the Fund.

If a court order meeting the above requirements contains a waiver of rights by the beneficiary on file with the Fund Office, and you subsequently die without naming a new beneficiary, any benefits payable on your behalf will be paid pursuant to the Plan as though you died without designating a beneficiary.

The Trustees are the sole judges of the effectiveness of the designation, change or waiver of a beneficiary under the Plan.
If the person you name as beneficiary is not living when you pass away, the death benefit will be paid in the following order:

(1) Your spouse
(2) Your children
(3) Your parents
(4) Any person or persons who have assumed an obligation for your care
(5) Your estate

Deferred Vested pensioners are not eligible to receive the Death Benefit regardless of the age and service when they began receiving pension payments.

There is a mandatory 20% tax withholding placed on any death benefits that are payable to a spouse ***if the spouse does not roll over the benefit directly into another tax deferred plan, such as an IRA.*** For death benefits paid to a non-spouse beneficiary, the beneficiary may elect whether or not to have a 10% tax withheld from the benefit. In both cases, the death benefit is fully taxable.

Pension Maximum
The Internal Revenue Code imposes limitations on the maximum annual benefit that a participant may earn or receive from all pension plans maintained by the same Employer. These limitations are measured by an annual maximum dollar amount. These limits are unlikely to apply to the benefits payable from the Fund. If the limits do apply, the Fund Office will contact you with more information.

Qualified Domestic Relations Orders
When the Fund Office receives any judgment, decree, or order (including approval of a property settlement agreement) that requires the Plan to pay benefits to an alternate payee pursuant to a state domestic relations law, the Plan will notify the participant and the alternate payee of the receipt of that judgment and the procedures for determining whether it is a Qualified Domestic Relations Order ("QDRO"). Upon request, you may receive a copy of the Plan's

procedures for determining whether an order meets the requirements of a QDRO, free of charge.

An alternate payee means any spouse, former spouse, child, or other dependent of a participant recognized by a domestic relations order as having a right to receive all, or a portion of, the benefits payable under the Plan. To the extent provided in any QDRO, the former spouse of a participant is treated as the surviving spouse for purposes of the provisions requiring Joint & Survivor annuities and Pre-Retirement Surviving Spouse annuities if the former spouse and participant were married for at least one year as of the date of divorce. If your beneficiary for death benefits payable under this Plan, as named in a QDRO, is different than your beneficiary as reflected in the Fund's records, the QDRO will control to the extent of any benefits not paid prior to the Fund's receipt and approval of the QDRO.

The Plan will honor the judgment as a QDRO if it meets the following requirements:

- It must relate to the provision of child support, alimony, or marital property rights to a spouse, former spouse, child, or other dependent of a participant, and must be made pursuant to a state domestic relations law.

- It must clearly specify the name and last known address of the participant and the mailing address of each alternate payee covered by the order.

- It must specify the amount or percentage of the participant's benefits to be paid by the Plan to the alternate payee, or the manner in which the amount is to be determined.

- It must specify the number of payments or period to which the order applies, and each Plan to which the order applies.

If you are party to a QDRO, you should provide a copy of the QDRO to the Fund Office as soon as it has been entered by the court. The Fund Office strongly recommends that you send a copy of any draft QDRO to the Fund Office for review before it is entered by a court. The Fund Office will review any draft order and let you know whether it would meet the requirements of a QDRO. This step will save you time and money.

PAGES 29 – 38 APPLY ONLY TO PARTICIPANTS OF THE FORMER UFCW LOCAL 400 MEAT AND POULTRY FUND. IF YOU ARE NOT A FORMER UFCE LOCAL 400 MEAT AND POULTRY FUND PARTICIPANT, PAGES 29 – 38 DO NOT APPLY TO YOU.

SPECIAL RULES FOR PARTICIPANTS OF THE FORMER UFCW LOCAL 400 MEAT AND POULTRY FUND

The following rules generally apply to determine your participation, vesting, benefit service, types of pension and forms of benefit. For other matters, including, but not limited to, claims and appeals and QDROs, the general rules of the Fund will apply to your benefits under the former UFCW Local 400 Meat and Poultry Fund. This means that, if this Section does not provide rules on a particular issue, the rules in the other sections of this SPD will apply to you.

If you were a participant in the UFCW Local 400 Meat and Poultry Fund, or if you are employed by an Employer who participated in the Meat and Poultry Fund immediately prior to its merger into this Plan on January 1, 2007, your pension benefits will be determined according to the provisions of the Meat and Poultry Fund in effect at the time of the merger. This section will briefly describe the rules that apply to your pension benefits. Pension benefits are payable from the first of the month following the Fund Office's receipt of a completed application.

Participation

To participate, you must be employed by an Employer in a job that required contributions to the Meat & Poultry Fund under the Collective Bargaining Agreement between the Employer and the UFCW Local 400.

Credited Service

There are two types of credited service that you can earn under the Plan: Credited Service made up of Past Credited Service and Future Credited Service, and Vesting Credited Service. Your eligibility to receive different types of pension benefits under the Plan, and the amount of benefits you are entitled to receive, depend upon your years (and fractional years) of Past Credited Service, Future Credited Service and/or Vesting Credited Service. Also, the amount of Vesting Credited Service you have earned is important in determining whether your right to a benefit is vested. For more details, see the section entitled "Breaks in Service" below.

1. Credited Service

You receive Credited Service for:

a. uninterrupted years of service with an Employer in the years immediately preceding the Employer becoming a contributor to the Meat & Poultry Fund. This is called Past Credited Service; and

b. service with an Employer after the Employer became obligated to contribute to the Meat & Poultry Fund, called Future Credited Service.

One year of Future Credited Service will be credited for each year in which you are credited with working 1800 hours. Lesser hours are converted to fractional years in accordance with the following schedule:

Hours of Employment		**Future Credited Service**
At Least	**But Less Than**	
400	600	0.3 Year
600	800	0.4
800	1,000	.5
1,000	1,200	.6
1,200	1,400	.7
1,400	1,600	.8
1,600	1,800	.9
1,800 and Over		1.0

You cannot receive more than one year of Future Credited Service in one calendar year. You receive credit for an Hour of Employment if you receive payment directly or indirectly from your Employer and if your Employer is obligated to make a contribution to the Meat & Poultry Fund for that hour.

You receive one year of Vesting Service for each year in which you complete 1,000 hours of service.

Monthly Contribution Rate – Former Meat & Poultry Pension Fund

Monthly Contribution	Benefit Level
$158.65	$38.00
$ 25.00	$ 6.25
$150.00	$38.00

Breaks in Service
A "Break in Service" means a Plan Year in which you fail to work or receive credit for more than 500 Hours. However, solely to avoid a Break In Service, you will be given credit for up to 501 Hours of Service with an Employer for any absence from work made necessary because of your pregnancy, the birth of your child or adoption of a child by you, or your caring for such child immediately after birth or adoption. You will receive credit in the Plan Year in which your absence begins or, if no Break in Service would occur in the absence of this rule, in the following Plan Year. You are credited with the Hours of Service that normally would have been credited but for the absence. When it is not possible to determine that service, you are credited with eight Hours of Service for each business day during the absence. Solely to avoid a Break in Service, you will also be given credit for up to 501 Hours of Service with an Employer for an absence from work covered by the Family Medical Leave Act of 1993. You may also avoid a Break in Service during certain periods of military service. Please see the "Military Service" section below for more details.

Unless you have 5 years of Vesting Credited Service you will lose all of your accumulated Credited Service as of the last day of the Plan Year in which you incur the greater of: (1) the number of consecutive Breaks in Service which exceed the number of years of your Vesting Credited Service as of the date you ceased participation; or (2) five consecutive Breaks in Service.

Your accumulated service credit will be restored, however, if you again become a Participant and complete 1,000 Hours of Service in any one calendar year, provided the number of years from the date you terminated participation to the beginning of the year in which you completed that 1,000 hours is less than the number of years of Vesting Credited Service you had when you left (whether or not such years of Vesting Credited Service were consecutive). Your previous pension credit will be restored in any event after you have returned to work and accumulated five years of Future Credited Service.

Types of Pensions and Eligibility
There are five types of pensions: Normal Retirement Pension, Late Retirement Pension, Early Retirement Pension, Disability Retirement Pension, and Deferred Vested Pension. The eligibility requirements for each such pension are as follows:

Type of Pension	Minimum Age at Retirement	Minimum Years of Future Service	Minimum Total Years of Service
Normal (*) or Late (**)	60	1	5 Years Credited Service
Early	50	1	10 Years Credited Service
Disability (***) (Must be eligible for and receiving a Social Security Disability Award to qualify for Disability Pension)	None	1	10 Years Credited Service
Deferred Vested (****)	None	1	5 Years Vesting Service

* If you have an Hour of Service on or after January 1, 1988, you will also be eligible for a Normal Retirement Pension upon reaching Normal Retirement Age under the Plan, which is defined as the latest of the date you reach age 60 or, if you commence participation in the Plan within 5 years before reaching age 60 under the Plan, the 5th anniversary of the date you commenced participation in the Plan. Upon reaching Normal Retirement Age, your interest in your accrued benefit will be non-forfeitable to the extent required by law.

** A Late Retirement Pension provides a higher benefit to Participants who retire after reaching their Normal Retirement Age, by crediting them with additional service after their Normal Retirement Age.

*** If you recover from disability prior to your Normal Retirement Date, your disability pension will cease. The period of disability does not count as

Credited Service, but having received disability payments does not prevent you from being or becoming eligible for another pension following your recovery.

**** This pension is payable to eligible participants who leave covered employment before attaining retirement age. The Pension is payable when the participant reaches Normal Retirement Age.

Normal Retirement Pension

You are eligible for a Normal Retirement Pension under the Plan if you reach your Normal Retirement Date, which is the latest of the date you reach age 60, complete 5 years of Credited Service and have at least one year of Future Credited Service.

If you have an Hour of Service on or after January 1, 1988, you will also be eligible for a Normal Retirement Pension if you reach your Normal Retirement Age under the Plan. Normal Retirement Age under the Plan means the latest of: (1) the date you turn 60; or (2) if you begin participating in the Meat & Poultry Fund within 5 years before you reach age 60, the 5th anniversary of the date you commenced participation.

You can determine the amount of your monthly Normal Retirement Pension payment by multiplying your years of Credited Service (up to a maximum of 40) with each Contributing Employer for whom you worked by the benefit multiplier in effect for that Employer, and adding the results together. **In order to determine the benefit multiplier in effect for each Employer for whom you have worked, please contact the Fund Office.** Reductions to the monthly pension amount may apply, depending on the form of payment you elect, for example if you retire on one of the Joint and Survivor Benefit options. Please refer to the applicable discussions in the Form of Pension Payments Section of this document for additional details.

For example, suppose you worked for A.M. Briggs for your entire 20-year career and you earned 20 years of Credited Service under the Plan before leaving covered employment and retiring on January 1, 2007. If you are single when you begin receiving benefits and you elect a Normal Retirement Pension payable for your lifetime, your monthly pension will be $760 (20 Years of Service with A.M. Briggs X $38 = $760). This means that the monthly amount that you will receive for your lifetime is $760.

Now, assume the same facts, except that you are married at the time you begin receiving benefits and you and your Qualified Spouse waive the Qualified Joint and Survivor Benefit. Instead, you elect a pension payable for your lifetime. You will receive the full $760 per month for your lifetime and, upon your death, if your Qualified Spouse is still living, he or she will receive a monthly payment equal to 20% of the monthly amount you were receiving (or $152) until his or her death.

Late Retirement Pension

If you have reached Normal Retirement Age or your Normal Retirement Date, you may continue to work and defer the receipt of a pension until the first day of any subsequent month, except that you cannot defer payment beyond April 1st of the year following the calendar year in which you reach age 70 ½ . The monthly amount of your Late Retirement Pension will be determined in accordance with the Normal Retirement Pension formula, taking into account your Credited Service up to your Benefit Commencement Date. The amount of your monthly payment may be reduced depending on the form of payment you select. Please refer to the "Normal Retirement Pension" and "Form of Pension Payment" Sections for a discussion of how to determine the amount of your monthly benefit.

Early Retirement Pension

You will be eligible for an Early Retirement Pension once you reach age 50 and have completed 10 years of Credited Service, including at least one year of Future Credited Service. The monthly amount of your pension will be determined in accordance with the Normal Retirement Pension formula (discussed in the "Normal Retirement Pension" Section above), then reduced by ½ of 1% for each month that your Benefit Commencement Date precedes your Normal Retirement Date or Normal Retirement Age. Additional reductions may apply, depending on the form of payment you elect. See the "Form of Pension Payment" Section for more details.

Disability Retirement Pension

If you have at least 10 years of Credited Service, including one or more years of Future Credited Service, and you are disabled and are receiving Social Security disability benefits under the Social Security Act, you are eligible for a Disability Retirement Pension. The monthly amount of your pension will be determined in accordance with the Normal Retirement Pension formula based on your Credited Service as of the date of disability.

If you recover from your disability prior to your Normal Retirement Date, your Disability Retirement Pension will stop, and your period of disability will not count as Credited Service and will not be considered a Break in Service. If you become disabled while an active Participant, retire on an Early Retirement Pension, and then begin receiving Social Security disability benefits, the amount of your Disability Retirement Pension will be actuarially adjusted to take into account the Early Retirement Pension payments already made.

Deferred Vested Retirement Pension
If you incur a Break in Service, for reasons other than death or disability, before becoming eligible for a Normal Retirement Pension or Early Retirement Pension, but after completing 5 or more years of Vesting Credited Service, (or, if you do not have an Hour of Service on or after January 1, 1999, 10 or more years of Vesting Credited Service), including at least one year of Future Credited Service, you will be eligible for a Deferred Vested Retirement Pension. You may begin receiving benefits any time after you reach your Early Retirement Date (as described in the Section on the Early Retirement Pension).

The amount of your monthly benefit will be determined in accordance with the Normal Retirement Pension formula. However, if you elect to begin receiving benefits before your Normal Retirement Date or Normal Retirement Age, the amount of your monthly pension will be reduced by ½ of 1% for each month that your Benefit Commencement Date precedes your Normal Retirement Date or Normal Retirement Age. The amount of your monthly pension may be further reduced based on the form of pension payment your select. Please refer to the "Form of Pension Payment" Section of this document for more details.

Forms of Pension Payment

Normal Form of Benefit Payments

Normal Form for Single Participants
If you are not married when benefits start (unless a Qualified Domestic Relations Order applies), your normal form of pension is a pension payable monthly for your life.

Normal Form for Married Participants – 50% Joint and Survivor ("J&S")
If you have been married for at least one year when benefits start, and you do not elect a different form of benefit in accordance with the rules described below, your benefits will be paid in the form of a Qualified Joint and Survivor Benefit, payable monthly at a reduced amount during your lifetime, with 50% of the amount of your monthly pension continuing to your Qualified Spouse for the remainder of his or her lifetime after your death. **It is important to note** that the monthly pension amount you will receive during your lifetime under the Qualified 50% Joint and Survivor Benefit form will be actuarially reduced in order to provide for payments to your Qualified Spouse after your death. If you and your spouse are the same age at the time of your retirement, your benefit will be 95% of what your regular pension would have been. For each

year of age difference between you and your Qualified Spouse, the 95% is increased (if spouse is older) or decreased (if spouse is younger) one percentile (1%). In no event shall your adjusted pension be in excess of 100% of your pension under the Normal form.

The Fund will provide you with an explanation of the Qualified Joint and Survivor Benefit no more than 90 days, and no less than 30 days, before your benefit commencement date. If you are married, the law requires that your benefit be paid in this form unless both you and your Qualified Spouse waive this benefit form within a specified window of time. To reject the Qualified Joint and Survivor Benefit, you and your spouse must execute the Fund's waiver forms no earlier than 90 days before your Benefit Commencement Date. Thus if your Benefit Commencement Date is postponed, for example because you continue to work in covered employment longer than you expect, the first election may become void and another may be required.

Your pension benefit will not be effective and will not begin until you have had at least 30 days following the receipt of this explanation to consider it, unless you and your Qualified Spouse waive the requirement that this explanation be given at least thirty (30) days before your Benefit Commencement Date, as long as this explanation is given at least seven (7) days prior to the date your benefits commence.

Your Qualified Spouse's consent to your election not to receive a Qualified Joint and Survivor Benefit must be in writing, and must be witnessed by a Notary Public. In addition, on your election form, you must designate the alternate form of benefit in which you would like to receive your pension payments. Further, your selection of any beneficiary other than your spouse must be approved by your spouse, and cannot be changed without your spouse's consent (unless your spouse expressly permits designations without his or her further consent). In the absence of an election, a married Participant will automatically receive benefits in the form of a Qualified Joint and Survivor Benefit.

If, in accordance with the rules described above, you waive the Qualified 50% Joint and Survivor Benefit and elect a benefit payable monthly for your life only, then you will receive the full, unreduced monthly pension amount for your life and upon your death, your Qualified Spouse will receive a monthly benefit equal to 50% of your monthly pension for the remainder of his or her lifetime.

Social Security Level Income Option
Under this form of payment, your benefits are actuarially adjusted so that the monthly benefit you receive before you are eligible for Social Security benefits is approximately equal to the combined monthly benefit payments you will receive from the Fund and from Social Security combined starting at either the early retirement age under the Social Security Act, age 62, or full retirement age under the Social Security Act, 65, as applicable. Please contact the Fund Office for more details.

Optional Form of Benefit Payments – J&S Options

You do not need your spouse's consent to elect any of these optional Joint and Survivor benefit options.

Joint and 100% Survivor Benefit Option
If you are married, you may elect this form of payment, which provides you an actuarially reduced pension payable during your lifetime, with 100% of the adjusted pension amount payable to your Qualified Spouse upon your death, for your Qualified Spouse's lifetime. If you and your Qualified Spouse are the same age, the adjusted pension will be 80% of the regular pension. For each year of age difference between you and your Qualified Spouse, the 80% is increased (if spouse is older) or decreased (if spouse is younger) one percentile (1%). In no event shall your adjusted pension be in excess of 100% of your pension under the Normal form.

Joint and 66 2/3% Survivor Benefit Option
If you are married, you may elect this form of payment, which provides you an actuarially reduced pension payable during your lifetime, with two-thirds of the adjusted pension amount payable to your Qualified Spouse upon your death, for your Qualified Spouse's lifetime. If you and your Qualified Spouse are the same age, the adjusted pension will be 90% of the regular pension. For each year of age difference between you and your Qualified Spouse, the 90% is increased (if spouse is older) or decreased (if spouse is younger) one percentile (1%).

In no event shall the adjusted pension be in excess of 100% of your pension under the normal form.

Election of the Joint and 100% Survivor Benefit Option, the Joint and 75% Survivor Benefit Option or the Joint and 66 2/3 % Survivor Benefit Option must be made at least 30, but no more than 90, days prior to the date benefits are to commence. Your pension benefit will not be effective and will not begin until you have had at least 30 days following the receipt of this explanation to consider it, unless you and your spouse waive the requirement that this explanation be given at least thirty (30) days before your Benefit Commencement Date, as long as this explanation is given at least seven (7) days prior to the date your benefits commence.

Involuntary Lump Sum Cash-Out

If the total present value of your vested benefit is less than $5,000, your benefit automatically will be paid as a lump sum, and no other benefit will be payable under the Plan.

CLAIMS FILING AND REVIEW
THIS INFORMATION APPLIES TO ALL PARTICIPANTS (Including Participants in the Former Meat & Poultry Fund)

Filing A Claim

About three months before you would like to retire, please call the Fund Office to find out how much Benefit Service you have and to request an application. Tell us the approximate date you would like to retire. We will send you a letter advising whether you qualify for a pension. We also will provide you with the amount of your estimated pension benefit. We will also send you a pension application. To get your pension, you must file a claim for benefits under the Plan. The Fund Office will supply you with all the forms and assistance necessary for the proper filing of your claim. Benefits will not begin until a proper claim is filed and it is determined that you are eligible to receive the benefits. You will be required to submit a birth certificate or other acceptable proof of age and other information necessary to process your claim.

Assuming that your Participating Employer(s) timely provides the Fund with receipts of all your Benefit Service, it takes approximately three months for the Fund Office to process your application. The application cannot be processed until after your last day worked, and your final Benefit Service must be verified by all your Employers. If an extension is required for the processing of your pension, you will be notified of the extension within the original three month period. The extension notice will tell you why we require extra time and the approximate date that a decision on your claim is expected.

Former Meat and Poultry Group

Your pension is effective the first of the month following a completed application, not the first day of the month following date of termination.

Payment of a Claim

After your application is processed, if you are eligible for a pension, you will receive a Joint & Survivor form and other information regarding the pension options available to you. If you qualify for a pension, you usually receive your first check in the first week of the month following the month after you retire. Example: If you retire in December, you most likely will receive your first check in the first week of February. This check will include your pension benefit for January and February. From then on, you should receive your pension check during the first week of each month. Checks are mailed on the last working day of the month. If your check is late, please wait seven full working days before calling the Fund Office. The Fund Office must wait seven days before putting a "stop pay" on your check, since there is sometimes a delay in the postal service. At your request, the Fund Office will withhold taxes from your monthly pension.

Electronic Transfer ("ET")

You may elect to have your check electronically transferred into your checking or savings account. With electronic transfer, your pension benefit is available to you on the first working day of every month, deposited automatically into the account of your choosing. If you would like to set up Electronic Transfer, contact the Fund Office for an Electronic Transfer form.

RETIREE INFORMATION FORM ("RIF")

Each year that you are receiving pension benefits, the Fund Office will send you a Retiree Information Form ("RIF"). The form asks for basic information regarding your continued eligibility for pension benefits and gives you the opportunity to change your beneficiary and your tax withholding. **You must complete and return this form, which includes questions regarding your employment status, in order to continue receiving your pension benefit. If you do not complete and return the Retiree Information Form, your pension benefit may be suspended**.

Denial of a Claim

If your claim for benefits results in an adverse benefit determination, in whole or in part, you will receive a written explanation of the reason(s) it was denied, generally within 90 days after your claim has been received by the Fund Office. If additional time of up to 90 days is required because of special circumstances, you will be notified in writing of the reason for the delay, and the date that the Fund expects to issue a final decision. A decision will be made with respect to your claim no more than 180 days from the date your claim is first filed with the Fund Office.

If your claim is denied, you will receive a written explanation that contains the following information:

a. the specific reason for the denial;
b. reference to the specific provision of the Plan document or rule on which your denial is based;
c. a description of additional materials you would need to perfect your claim and an explanation of why we need this material;
d. the steps you must take if you want to have your denied claim reviewed, including the amount of time you have to do this; and
e. your right to bring an action under ERISA if you decide to appeal and that appeal is denied.

Appeal Procedure
You can appeal the claim denial directly to the Board of Trustees. If you decide to appeal, you must make written request for a review within 60 days after you receive written notice your claim has been denied. You should include in your written appeal all the facts regarding your claim as well as the reason(s) you feel the denial was incorrect. You will receive, if you request it, reasonable access to and free copies of documents relevant to your claim. You may submit issues and comments in writing, and documents, relating to your claim.

You may name a representative to act on your behalf. To do so, you must notify the Fund in writing of the representative's name, address, and telephone number. You may, at your own expense, have legal representation at any stage of these review procedures. Regardless of the outcome of your appeal, neither the Board of Trustees nor the Fund will be responsible for paying any legal expenses which you incur during the course of your appeal.

The Board of Trustees, in making its decisions on claims and on appeal, will apply the terms of the Plan document and any applicable guidelines, rules and schedules, and will periodically verify that benefit determinations are made in accordance with such documents, and where appropriate, applied consistently with respect to similarly situated claimants.

Who Decides Appeals
Pension claims denied on the basis of the Fund's rules are reviewed by the Board of Trustees. You must send your request for review (appeal) to:

UFCW Unions and Participating Employers Pension Fund
911 Ridgebrook Road
Sparks, MD 21152-9451
Attn: Appeals

How Long the Review Takes
When the Board of Trustees reviews your claim, it will take into account all information you submit in making its decision. The Board of Trustees will make its decision at the next regular meeting following receipt of your appeal, unless there are special circumstances, in which case the Board of Trustees will decide the case at its second regular meeting following receipt of the appeal. If you submit your appeal less than 30 days before the next scheduled Board of Trustees meeting, you appeal will be heard at the second scheduled meeting, or, if there are special circumstances, the third meeting after it receives your appeal. If the Board of Trustees requires a postponement of the decision to the next meeting, you will receive a notice describing the reason for the delay and an expected date of the decision.

The Board of Trustees will send you a notice of its decision within 5 days of the decision. If the Board of Trustees denies your appeal, the notice will contain the reasons for the decision, specific references to the plan provisions on which the decision was based, notice that you may receive, upon request and free of charge, reasonable access to and copies of all documents and records relevant to the claim, and a statement of your right to bring a lawsuit under ERISA.

The decision of the Board of Trustees is final and binding.

PENSION BENEFIT GUARANTY CORPORATION ("PBGC")

Your pension benefits under this multi-employer plan are insured by the Pension Benefit Guaranty Corporation (PBGC), a federal insurance agency. Under the multi-employer plan program, the PBGC provides financial assistance through loans to plans that are insolvent. A multi-employer 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.

The PBGC guarantee generally covers (1) normal and early retirement benefits; (2) disability benefits if you become disabled before the Fund becomes insolvent; and (3) 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 the date the Fund terminates or the time the Fund becomes insolvent; (3) benefits that are not vested, or for which you do not qualify, because you have not met all of the requirements at the time the Fund becomes insolvent; and (5) non-pension benefits, such as health insurance, life insurance, certain death benefits, vacation pay, and severance pay. Even if certain of your benefits are not guaranteed, you still may receive some of those benefits from the PBGC, depending on how much money the Fund has and how much the PBGC collects from Employers.

For more information about the PBGC and the benefits it guarantees, contact the Fund Office, or contact the PBGC's Technical Assistance Division, 1200 K Street, N.W., Suite 930, Washington, DC 20005-4026, 202-326-4000 (not a toll-free number). TTY/TDD users may call the federal relay service toll-free at 1-800-877-8339. Additional information about the PBGC's pension insurance program is available through the PBGC's website on the Internet at http://www.pbgc.gov

YOUR RIGHTS UNDER ERISA

As a Participant in the UFCW Unions & Participating Employers Pension Fund, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). The Board of Trustees complies fully with this law and encourages you to first seek assistance from the Fund Office when you have questions or problems that involve the Plan.

ERISA provides that all Participants are entitled to:

1. Receive information about your Plan and benefits.

2. Examine, without charge, all documents governing the Plan, including insurance contracts, Collective Bargaining Agreements, and copies of the latest annual reports (Form 5500) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration. Participants may examine these documents without charge at the Fund Office and at other specified locations, such as Participating Union halls and work sites.

3. Obtain, upon written request to the Fund Office, copies of all documents governing the Plan and other Plan information, including insurance contracts, Collective Bargaining Agreements, copies of the latest annual report (Form 5500) and updated summary plan descriptions. The Administrator may make a reasonable charge for the copies.

4. 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.

5. Obtain a pension statement which will report your Credited Service and your estimated pension amount at Normal Retirement age. The statement will tell you whether you have a right to receive a pension 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, you will receive a letter telling you how many years of vesting service are required to earn a pension and how years of vesting service you have earned at the time the letter was produced. The 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.

In addition to creating rights for Participants, ERISA imposes duties upon the people responsible for the operation of the Plan. The people who operate your

Plan, called fiduciaries, have a duty to do so prudently and in the interest of you and other Plan Participants and beneficiaries. The Plan does not give you any right to continue in employment. However, no one, including your Participating Employer, your Participating Union, or any other person, may fire you or discriminate against you in any way for the purpose of preventing you from obtaining a benefit or exercising your rights under ERISA.

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

Under ERISA, there are steps you can take to enforce 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 case, the court may require the Trustees to provide the materials and pay you a fine of up to $110 a day until you receive them, unless the materials were not sent because of reasons beyond the control of the Trustees. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the Fund's decision or lack thereof concerning the qualified status of a Domestic Relations Order, you may file suit in federal court. If Fund fiduciaries ever misuse the Fund's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay the court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees--if it finds your claim is frivolous, for example.

If you have any questions about your Plan, you should contact the Fund Office. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Fund Office, you should contact the nearest area office of the Employee Benefits Security Administration (EBSA), U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N1513, Washington, DC 20210. You also may obtain certain publications about your rights and responsibilities under ERISA by calling the public disclosure room of the Employee Benefits Security Administration at (202) 693-8673.

SAMPLE ACTUARIAL TABLE

FACTORS TO CONVERT SINGLE LIFE MONTHLY PENSION TO 50% JOINT AND SURVIVOR OR PRE-RETIREMENT SPOUSE'S PENSION

The factor for a participant who does not have an eligible spouse on the date his pension begins is one. In all other cases, the factor is determined from an actuarial table according to the age of the participant and the age of the eligible spouse on the benefit determination date. The benefit determination date is the date the participant is scheduled to begin receiving the pension.

There are separate tables for the 66 2/3% Joint and Survivor Pension, the 75% Joint and Survivor Pension, and the 100% Joint and Survivor Pension. The Fund office maintains a copy of the Plan document and will send the tables to you upon request. .

The following is a sample of figures from the actuarial table used to calculate the 50% Joint and Survivor Pension. The ages shown for the spouse are selected ages. There are additional figures for ages which are not represented on this table.

Participant's Age on Date of Retirement	**Spouse's Age on Participant's Date of Retirement**						
	40	45	50	55	60	65	70
55	.8742	.8875	.9024	.9189	.9349	.9519	.9658
56	.8668	.8807	.8955	.9129	.9297	.9477	.9640
57	.8591	.8729	.8894	.9067	.9245	.9437	.9611
58	.8504	.8649	.8822	.9002	.9190	.9395	.9568
59	.8423	.8568	.8738	.8938	.9137	.9350	.9537
60	.8332	.8484	.8663	.8862	.9080	.9297	.9507
61	.8247	.8399	.8586	.8784	.9015	.9241	.9463
62	.8152	.8310	.8498	.8717	.8947	.9186	.9421
63	.8055	.8212	.8408	.8637	.8878	.9128	.9378
64	.7956	.8122	.8318	.8546	.8810	.9072	.9333
65	.7855	.8022	.8227	.8466	.8728	.9012	.9280
66	.7752	.7929	.8134	.8382	.8644	.8942	.9222
67	.7648	.7824	.8037	.8285	.8570	.8869	.9167
68	.7534	.7717	.7929	.8185	.8481	.8793	.9106
69	.7426	.7608	.7829	.8086	.8380	.8719	.9050
70	.7316	.7497	.7718	.7985	.8291	.8630	.8989

PARTICIPATING EMPLOYERS

Allegany County	Kroger Tidewater
AM Briggs	Kroger 400 Farmville/Appomattox
Associated Administrators, LLC	Lion's Manor
Basics	Magruders
Bestway (Piney Branch)	Metropolitan Poultry
Boar's Head Provisions	Perdue
Canada Dry	Safeway 400
Chessie Federal Credit Union	Shoppers Food Warehouse
Commodore Homes	Syms
Delmarva UFCW 27	UFCW Local 400
Eddie's St. Paul. Street	UFCW Local 400 Temps
Farley's Cumberland	UFCW Local 27
First People's Federal Credit Union	Union Leader Printing
Giant Food	WEPCO Federal Credit Union
KELCO Federal Credit Union	

NUMBERS AND ADDRESSES

Send all correspondence to the Fund Office at:

UFCW Unions & Participating Employers
Pension Fund
911 Ridgebrook Road
Sparks, MD 21152-9451
Attn: Pension Department

Telephone Numbers: (800) 638-2972 or (410) 683-6500

Frequently Asked Pension Questions

(1) **How do I get an estimate of my Benefit Service before I actually retire?**

Ask the Fund Office for a Benefit Service Request Form. You may request this Form by writing or calling the Fund Office, or by going on to the Fund Office's website at www.associated-admin.com. Go to the "Downloads" section, choose "UFCW" and you will see the Benefit Service Request Form. Once the Fund Office receives your completed form it will send you an estimate of your Benefit Service to that date.

(2) **Does the fact that I collect a pension from the Fund interfere with my Social Security in any way?**

No. You get both.

(3) **Do I contribute anything towards my pension?**
No. Your pension is funded by contributions from your Employers under the UFCW Unions & Participating Employers Pension Fund.

(4) **Can my monthly benefit go directly to the bank?**
Yes. You can elect electronic transfer of your benefit. Contact the Fund Office for the proper form.

TIPS FOR MAKING YOUR RETIREMENT GO SMOOTHLY

(1) Always call the Fund Office at least three months in advance of the date you would like to retire. The Fund Office can give you an estimate of your Benefit Service (which determines whether you are eligible) and let you know approximately how much your pension will be.

(2) You'll receive an application, a benefit election form, information about COBRA, and other materials concerning your pension at various times during the retirement process. If you have trouble understanding the information presented to you, call the Fund Office. We can help you with any questions you have.

(3) Remember it generally takes three months from the date you actually stop working to process your application. This is because the Fund Office cannot calculate your final Benefit Service until after your last day worked, and your final Benefit Service must be verified by all your Employers. Generally, you will receive your first pension check a month following the first month of your retirement. The first check also will include the amount for the previous month, applicable.

(4) Once your pension checks begin arriving regularly in the mail, always wait five working days before calling the Fund Office about a delay (or seven days if you are having your check mailed to the bank). Checks are always mailed on the last day of the month. Normal postal service often takes a few days, and no "stop pays" can be placed on checks until after five working days. Call the Fund Office if you would like information about electronic transfer.