



UFCW Unions and Participating Employers Pension Fund

SUMMARY PLAN DESCRIPTION

December 2019

UFCW Unions and Participating Employers Pension Fund

Administrative Manager

Associated Administrators, LLC

Fund Office

911 Ridgebrook Road
Sparks, Maryland 21152-9451
(410) 683-6500 or (800) 638-2972

Fund Office

8400 Corporate Drive, Suite 430
Landover, Maryland 20785-2361
(301) 459-3020 or (800) 638-2972

Hours

8:30 a.m. to 4:30 p.m., Monday through Friday

Website

www.associated-admin.com

Send All Correspondence To The Fund Office At:

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

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December 1, 2019

Dear Plan Participant,

The UFCW Unions and Participating Employers Pension Fund (“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 the 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 December 1, 2019. Capitalized terms not included in the definitions section have the same meaning as under the Plan Document or applicable law.

The SPD is only a summary of your rights and benefits under the Pension Plan -- it is not the 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 and Participating Employers Pension Fund, 911 Ridgebrook Road, Sparks, Maryland 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 December 1, 2019. 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 and 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 ("ERISA").

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 or Participation Agreement.

Copies of Collective Bargaining Agreements are available 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 21152-9451

Agent for Legal Process

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

UFCW Unions and 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 ensure 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 are met. In addition, the financial operations of the Fund are audited annually by an independent firm of certified public accountants.

Collective Bargaining Agreements and Participation Agreements

The Plan is maintained pursuant to Collective Bargaining Agreements and Participation 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 ERISA 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 ("PBGC"), no merger or consolidation with, or transfer of assets or liabilities to, any other Plan will be made 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 OF THE
UFCW UNIONS and PARTICIPATING EMPLOYERS
PENSION FUND**

UNION TRUSTEES	EMPLOYER TRUSTEES
<p>Jason Chorpenning - Secretary President UFCW Local 27 21 West Road, Second Floor Towson, MD 21204</p>	<p>Donna Gwin - Chairperson Director of Labor and Employee Relations UNFI 16901 Melford Boulevard Bowie, MD 20715</p>
<p>George Murphy, Jr. UFCW Local 27 21 West Road, Second Floor Towson, MD 21204</p>	<p>Jon Born Senior Director, Benefits UNFI 11840 Valley View Road Eden Prairie, MN 55344</p>
<p>Christopher Hoffmann UFCW Local 400 8400 Corporate Drive, Suite 200 Landover, MD 20785</p>	<p>William Seehafer Deputy General Counsel, Labor & Benefits UNFI 11840 Valley View Road Eden Prairie, MN 55344</p>
<p>Mark Federici President UFCW Local 400 8400 Corporate Drive, Suite 200 Landover, MD 20785</p>	
<p>Yolanda Anwar UFCW Local 400 8400 Corporate Drive, Suite 200 Landover, MD 20785</p>	

PARTICIPATING EMPLOYERS

Allegany County Human
Resources Development
Commission, Inc.

Associated Administrators, LLC

Shoppers Food Warehouse

UFCW Local 27

UFCW Local 400

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 24 - 26 for a list of contribution rates and their corresponding pension credit amounts.

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	Age 65 and 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: \$2,500. Majority of Benefit Service PT: \$1,500.
Pre-Retirement Spouse's Pension	Five (5) years Vesting Service. Benefit starts when Participant would have reached his earliest retirement age.
Joint and 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	Sixty (60) pension payments, guaranteed.

DEFINITIONS

Benefit Service means, for each Participant at any given date, your total service (both full-time and part-time) accrued under the Pension Plan.

Break-in-Service Year means a Plan Year in which you did not receive credit for a minimum number of Hours of Service.

Collective Bargaining Agreement means an agreement or agreements between a Participating Employer and the Union requiring contributions to the Fund.

Covered Employment means employment for which a Participating Employer is required to pay contributions to the Fund under a Collective Bargaining Agreement or other written agreement.

Effective Date means, as to the original group of Participating Employers, January 1, 1982, and as to each other Participating Employer, the date of such Participating Employer's first obligation to make contributions to this Fund in accordance with a Collective Bargaining Agreement or Participation Agreement.

Employee means any person covered by a Collective Bargaining Agreement or Participation Agreement in a position for which the Participating Employer is required to make contributions to the Pension Fund.

Hour of Service generally is any hour you work for a Participating Employer for which:

- You are paid, or entitled to payment for the performance of duties;
- Although no duties were performed, you are paid, or entitled to payment; for instance, vacations, paid holidays,

- illness, layoff, jury duty or leave of absence; or
- Back pay is awarded or agreed to by the Participating Employer.

It does not include time during which you receive only Workers' Compensation or Unemployment Compensation. You cannot receive credit twice for the same hour under these rules.

Normal Retirement Age means the date you reach age 65 or, if you become a Participant within five years before you reach age 65, the fifth anniversary of the date you become a Participant in the Plan. For Participants who participated in the former UFCW Local 400 Meat and Poultry Fund, Normal Retirement Age means the date you reach age 60 or, if you become a Participant within five years before you reach age 60, the fifth anniversary of the date you become a Participant in the Plan

Participant means an Employee who has completed his or her probationary period, if any, under the applicable Collective Bargaining Agreement or Participation Agreement and who meets the requirements to be a Participant on page 13.

Participating Employer means an employer accepted for participation in the Fund by the Board of Trustees that has signed a Collective Bargaining Agreement with a Union, or has executed a Participation Agreement, that requires it to make contributions into the Pension Fund.

Participation Agreement means an agreement between a Participating Employer and the Fund requiring contributions to the Fund.

Pension Fund or **Fund** means the United Food and Commercial Workers Unions and Participating Employers Pension Fund.

Pension Plan or **Plan** means the United Food and Commercial Workers Unions and Participating Employers Pension Plan document.

Pensioner means a Participant who has been approved for a pension benefit under the Pension Plan.

QDRO means a qualified domestic relations order within the meaning of the law. See page 42 for more information.

Spouse means the person to whom you, the Participant, are legally married. For the purposes of the Pre-Retirement Spouse's Pension, you must be married to your Spouse for at least 12 months prior to your death. For purposes of the Joint and Survivor Pension options, you must be married to your Spouse on your benefit commencement date and you also must be married to your Spouse for at least 12 months as of the date of your death. Your Spouse can mean your former Spouse if provided under a QDRO.

Union means Locals 27 and 400 of the United Food and Commercial Workers International Union, AFL-CIO

Vested means a Participant has five or more years of Vesting Service. You are also Vested when you attain Normal Retirement Age. If you are Vested, your right to the Benefit Service you have earned is non-forfeitable.

PARTICIPATION IN THE PLAN

Your participation in this Pension Plan begins on the first day of the month in which your Employer makes its first contribution on your behalf, but in no case later than 12 months following the date you became covered by a Collective Bargaining Agreement or Participation Agreement requiring such contributions.

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 8.

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 this 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.

On December 27, 2015, the accrued benefits of current and former employees of Shoppers Food Warehouse (“Shoppers”) participating in the UFCW Consolidated Pension Fund (“Consolidated Fund”) were transferred from the Consolidated Fund to this Fund. If you had Benefit Service under the Consolidated Fund and your accrued benefits were transferred to this Fund, you became a Participant in this Fund on December 27, 2015.

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 or a Participation Agreement with the Fund, 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 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 or the Participation Agreement between your Participating Employer and the Fund. Please refer to your Collective Bargaining Agreement or Participation 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 or Participation 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, or covered 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 occurs 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,
or
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 Vesting 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.

Five 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 later are re-employed by a 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, if your consecutive Break-in-Service Years are less than the years of Vesting Service years you had before the termination.

Effective January 1, 1987, if your Benefit Service is lost under 2, 3 or 4 above and you later are re-employed by a Participating Employer and accrue at least one quarter of Vesting Service in a Plan Year, your prior Benefit Service will be restored to you, if the number of consecutive Break-in-Service Years is less than five. If you do not return to Covered Employment within five years, your Benefit Service will be permanently lost.

Example

Before 1987, if you had three years of Benefit Service, and then incurred a Break-in-Service, your three years of Benefit Service would be restored to you if you accrue a quarter year of Vesting Credit before incurring three Break-in-Service Years. Beginning January 1, 1987 if you had three years of Benefit Service, and then incurred a Break-in-Service, your three years of Benefit Service would be restored to you if you accrue a quarter year of vesting credit before incurring five Break-in-Service Years.

Break-in-Service Year

A Break-in-Service Year is a year in which you did not earn either:

1. Three or more months of Future Service Credit;
2. 376 or more Regular Time Hours with a Participating Employer;
or
3. 501 or more Hours of Service with a Participating Employer.

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.

This is only a brief summary of the rules under USERRA. You will be entitled to these rights and benefits under the Plan only if you satisfy the requirements under the law.

RECIPROCITY

If there is a change in your employment classification so that you become a Participant under the FELRA and UFCW Pension Fund, the Mid-Atlantic 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 other fund or to this Fund from the other 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 nine years of Benefit Service under this Fund and then becomes covered under the FELRA and UFCW Pension Fund. After working for five years under the FELRA and 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 nine years of Benefit Service. The other fund will pay according to his five 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 ten 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
<hr/>		
Total Accrued Monthly Pension		\$251.20

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

**CONTRIBUTION RATES AND BENEFIT RATES
EFFECTIVE JANUARY 1, 2019**

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. The charts below reflects benefit rates effective as of January 1, 2019.

Employer: Allegany County Human Resources Development Commission, Inc.

Local(s)	Participants	Full-time Benefit Rate Per Year of Benefit Service	Part-time Benefit Rate Per Year of Benefit Service
27	All Employees	\$7.13	\$3.56

Employer: Associated Administrators, LLC

Local(s)	Participants	Full-time Benefit Rate Per Year of Benefit Service	Part-time Benefit Rate Per Year of Benefit Service
27 / 400	Employees hired prior to November 1, 2005	\$24.00	\$12.00
27 / 400	Employees hired on and after November 1, 2005	\$7.13	\$3.56

Employer: UFCW Local 27

Local	Participants	Full-time Benefit Rate Per Year of Benefit Service	Part-time Benefit Rate Per Year of Benefit Service
27	All Employees	\$54.00	\$27.00

Employer: UFCW Local 400

Local	Participants	Full-time Benefit Rate Per Year of Benefit Service	Part-time Benefit Rate Per Year of Benefit Service
400	All Employees	\$54.00	\$27.00

Employer: Shoppers

Local(s)	Participants	Full-time Benefit Rate Per Year of Benefit Service	Part-time Benefit Rate Per Year of Benefit Service
27	Former Metro / Basics employees hired prior to June 27, 1990	\$47.00	\$23.50
27	Former Metro / Basics employees hired from June 27, 1990 to May 28, 1997	\$22.25	\$11.12
27	Employees hired from June 27, 1990 to May 28, 1997 (other than former Metro / Basics employees)	\$26.13	\$13.06
27	Former Metro / Basics employees hired after May 28, 1997	\$16.75	\$5.62
400	Full time employees hired prior to November 2, 1983 (former participants in UFCW Consolidated Fund)	See Appendix A on page 59.	N/A

400	Full-time employees hired from November 2, 1983 to July 7, 2008 and part-time employees hired from January 2, 1986 to July 7, 2008 (excluding courtesy clerks hired after April 20, 1993)	\$26.13	\$13.06
400	Employees hired on or after July 8, 2008 (excluding courtesy clerks)	\$16.75	\$8.37

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

Notwithstanding anything above to the contrary, the Benefit Rate of a Participant whose Employer and Union have adopted, or have had imposed on them, the Default Schedule under the Fund's Rehabilitation Plan will be reduced, effective for Hours of Service on and after the first of the month following 30 days' written notice, to not less than 1% of the Employer Contribution Rate applicable to the Participant under the Collective Bargaining Agreement in effect between the Participant's Employer and Union as of the January 1st referenced in the applicable Rehabilitation Plan multiplied by 1,800 (for full-time Employees) or 1,200 (for part-time Employees).

TYPES OF PENSIONS

You may retire when you satisfy the Plan's age and 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 reached your 65th birthday, and you have at least five years of Benefit Service or Vesting Service

Calculating Normal Retirement Pension

To calculate your Normal Retirement 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.

$$\begin{aligned} & \text{Full-time (FT) Benefit Service} \times \text{Full-time (FT) Benefit Rate} \\ + & \text{Part-time (PT) Benefit Service} \times \text{Part-time (PT) Benefit Rate} \\ = & \text{Accrued Monthly Benefit} \end{aligned}$$

Example

Full-time Benefit Service....	10 years x \$16.75 = \$167.50
Part-time Benefit Service....	10 years x \$ 8.37 = \$ <u>83.70</u>
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.

EARLY NON-REDUCED 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 Early Non-Reduced Retirement Monthly Pension

If you qualify for Early Non-Reduced Retirement, your monthly pension benefit amount is calculated just like a Normal Retirement Pension. There is no reduction in your monthly pension benefit amount because of your age.

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 based on the number of months before you turn 60, which is the earliest date you may retire without a reduction.

Calculating the Early Retirement Pension

If you elect the Early Retirement Pension, your pension amount is equal to your Accrued Monthly Pension reduced by 0.5% for each month before you reach age 60.

Example

John is 55 and has 20 years of Benefit Service. He is full-time and his benefit rate is \$16.75.

1. $\$16.75 \text{ FT benefit level} \times 20 \text{ years} = \335.00
2. Adjustment for early retirement:
 - a. Number of months until John will be 60 = 60 months
 - b. $60 \text{ months} \times 0.5\% = 30\%$
 - c. $100\% - 30\% = 70\%$
3. Early Retirement Pension = $\$335 \times 70\% = \234.50

Notwithstanding the above, if the Default Schedule in the Fund's Rehabilitation Plan is adopted by, or imposed upon, your Employer and Union, and you have not already begun to receive an Early Retirement Pension, then effective as of the first of the month following 30 days' written notice, the amount of the Early Retirement Pension payable to you will be the greater of:

1. your Accrued Monthly Pension under the Plan as of your pension Effective Date, actuarially reduced based on the Plan's definition of actuarial equivalence for each whole calendar month that your pension Effective Date precedes your Normal Retirement Date, based on your age at your pension Effective Date; or
2. your Accrued Monthly Pension earned as of the Effective Date described above, reduced by 0.5% for each whole calendar month that your pension Effective Date precedes your 60th birthday, based on your age at your pension Effective Date.

DISABILITY RETIREMENT PENSION

You may retire on a Disability Retirement Pension if you have at least 10 years of Benefit Service, and, before you terminate Covered Employment, you become 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 Retirement Pension will be terminated and you will stop receiving a benefit 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 Pension will not begin until the later of (1) the date your Weekly Disability benefits provided under the UFCW Unions and Participating Employers Health and Welfare Fund have stopped; or (2) the first day of the 6th calendar month following the calendar month in which you met the conditions for obtaining a Disability Retirement Pension.

Notwithstanding the foregoing, if the Default Schedule in the Fund's Rehabilitation Plan is adopted by, or imposed upon, your Employer and Union, and you have not already begun to receive a Disability Pension, then effective as of the first of the month following 30 days' written notice, a Disability Pension will not be available to you under the Plan.

Calculating the Disability Monthly Pension

If you qualify for a Disability Retirement Pension, your monthly pension amount is calculated just like a Normal Retirement Pension. There is no reduction in your monthly pension benefit amount.

DEFERRED VESTED RETIREMENT PENSION

You may retire on a Deferred Vested Retirement Pension 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 Pension.

If you terminated employment with more than 15 years of Benefit Service, your Deferred Vested Retirement Pension may begin at any time after you reach age 55, but there will be a reduction in the amount of your Accrued Monthly Pension based on the number of months before you turn 60. The reduction is calculated as shown under "Early Retirement" on page 29. Deferred Vested Retirement Pension monthly benefit 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 ten years of Vesting Service and nine 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 nine 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 based on the number of months before you turn 60.

Calculating the Deferred Vested Retirement Monthly Pension

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

Example

John has ten years of FT Benefit Service. His employment terminated on September 30, 2012. His benefit rate is \$16.75.

$$\begin{aligned} &\text{FT credit... } 10 \text{ years} \times \$16.75 = \$167.50 \\ &\text{Pension collectible at age 65.....} \$167.50 \end{aligned}$$

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

$$\begin{aligned} &\text{FT credit... } 20 \text{ years} \times \$16.75 = \$335.00 \\ &\text{Pension collectible at age 60.....} \$335.00 \end{aligned}$$

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

$$\begin{aligned} &60 - 55 = 60 \text{ months} \\ &60 \text{ months} \times 0.5\% = 30\% \\ &100\% - 30\% = 70\% \\ &\$335.00 \times 70\% = \$234.50 \end{aligned}$$

$$\text{Pension collectible at age 55.....} \$234.50$$

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, and 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 is also known as an Automatic 50% Post-Retirement Surviving Spouse Benefit.

OPTIONAL FORMS OF JOINT and SURVIVOR PENSION

There are three forms of the Joint and Survivor Option available under the Plan, in addition to the 50% option: (1) the 66 2/3% Joint and Survivor Option; (2) the 75% Joint and Survivor Option; and (3) the 100% Joint and Survivor Option. If you are married and you 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 56 of this booklet. You do not need your Spouse's consent to elect any optional Joint and Survivor Pension option. However, you may only elect this form of benefit with your legal Spouse as your 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, 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.

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 and Survivor Option, his monthly pension benefit will be \$502.50 (30 x \$16.75). Now, suppose Mr. Jones elects the 50% Joint and Survivor Option. His monthly pension then would be reduced by .8728, as shown in the Actuarial table (see page 56). 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:

$$(a) \quad 30 \times \$16.75 = \quad \$502.50$$

$$(b) \quad \$502.50 \times .8728 = \quad \$438.58 \text{ payable to Mr. Jones}$$
$$\quad \quad \quad \$438.58 \times 50\% = \quad \$219.29 \text{ payable to Mrs. Jones}$$

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 and 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 monthly benefits 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 monthly payments. 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 have 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 Five 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 designate or change your beneficiary, except under the rules on page 39. 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 and 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 29), 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 and Survivor factor for a Participant age 58 and beneficiary age 59 is .9155.

$$15 \text{ years FT Benefit Service} \times \$16.75 = \$251.25$$

$$\text{Age 60} - \text{Age 58} = 24 \text{ months}$$

$$24 \text{ months} \times 0.5\% = 12\% \text{ reduction for retiring before age 60}$$

$$100\% - 12\% = 88\%$$

$$\$251.25 \times 88\% = \$221.10$$

$$\$221.10 \times .9155 = \$202.42$$

$$\$202.42 \times 50\% = \$101.21$$

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

Annuity Death Benefit

Your beneficiary will be entitled to receive a death benefit, in the form of a monthly annuity, upon your death. (Note: Deferred Vested Participants are not eligible for the Annuity Death Benefit). The monthly annuity will continue until the entire Death Benefit has been paid. The amount of each monthly payment to the beneficiary will equal the amount of the monthly pension benefit that would have been payable to you under the Plan had you elected to receive your benefit in the form of a Single Life Annuity.

The total value of the death benefit annuity will be equivalent to (and will not exceed) the following applicable amount:

- \$2,500, if the majority of your Benefit Service is Full-time, and
- \$1,500, if the majority of your Benefit Service is Part-time.

The terminal benefit will be \$2,500 if the majority of the Pensioner's Credited Service was full-time at the date of his retirement, \$1,500 if the majority of his Credited Service was part-time at the date of his retirement, or \$2,000 if, at the date of his retirement, half of his Credited Service was full-time and half of his Credited Service was part-time.

Note: The total value of the death benefit annuity will be \$2,500 for Participants of the former UFCW Local 400 Meat And Poultry Fund.

Beneficiary Designation

You may designate one or more person(s) as a beneficiary for purposes of the Annuity Death Benefit 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, or
5. Your estate.

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

SUPPLEMENTAL BENEFIT FOR PRE-MEDICARE RETIREES FORMERLY EMPLOYED BY SHOPPERS

If you are a former Shoppers employee, you retired before age 65 and you were, or would have been, eligible for retiree coverage under the UFCW Unions and Participating Employers Health and Welfare Plan or the SuperValu Retiree Benefit Plan as of December 31, 2015, you will receive a Social Security supplemental benefit of \$450 per month. You will continue to receive this benefit until the month you turn 65, provided your former Employer continues to make the contributions required under its Collective Bargaining Agreement to fund this benefit.

If you receive your pension benefit by direct deposit, then your supplemental benefit check also will be deposited in the same bank account by direct deposit unless you notify the Fund Office in writing that you prefer to receive your supplemental benefit by paper check each month.

If you qualify for the Social Security supplemental benefit and you are married at the time of your death, your Spouse will receive a monthly death benefit of \$300 beginning the first month after your death, and continuing until the month in which you would have reached age 65, provided your former Employer continues to make the contributions required under its Collective Bargaining Agreement to fund this benefit.

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 and 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 requirements of the Fund’s QDRO Procedures. You may request a copy of the Fund’s QDRO Procedures by contacting the Fund Office. 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.

RIGHT OF RECOVERY/OVERPAYMENTS

If the Fund pays benefits to which you, your Spouse, alternate payee, beneficiary or other recipient are not entitled or pays benefits in an amount greater than the benefits to which you, your Spouse, alternate payee, beneficiary or other recipient are entitled, the Fund has the right to recover such benefit payments by offsetting future benefits otherwise payable by the Fund to you, your Spouse, your alternate payee, or your beneficiary, to the extent permitted under law. For example, if you received the overpayment as the Fund *Participant*, the Fund may offset the future benefits payable by the Fund to you and to your Spouse or beneficiary after your death. If the Fund made the overpayment to your former Spouse as required by a qualified domestic relations order, the Fund may recover the overpayment from you and/or your former Spouse. If you die before the Fund recoups the full amount of the overpayment, then the Fund will deduct the remaining amount of the overpayment from any uninsured death benefit or joint and survivor benefit otherwise payable to your Spouse or beneficiary.

The Fund shall have a constructive trust, lien and/or an equitable lien by agreement in favor of the Fund on any overpayment, including amounts held by a third party, such as an attorney. Any such amount will be deemed to be held in trust by you, your Spouse, alternate payee, beneficiary, or third party for the benefit of the Fund until paid to the Fund. By accepting benefits from the Fund, you, your Spouse, alternate payee, and beneficiary agree that a constructive trust, lien, and/or equitable lien by agreement in favor of the Fund exists with regard to any overpayment. You, your Spouse, alternate payee, and beneficiary agree to cooperate with the Fund by reimbursing all amounts due and agree to be liable to the Fund for all of its costs and expenses, including attorneys' fees and costs, related to the collection of any overpayment and agree to pay interest at the rate as determined by the Trustees through the date that the Fund is paid the full amount owed.

Any refusal by you, your Spouse, beneficiary or alternate payee to reimburse the Fund for an overpayment will be considered a breach of the benefit recipient's agreement with the Fund that the Fund will provide the benefits available under the Plan in exchange for the recipient complying with the rules of the Fund. Further, by accepting benefits from the Fund, you and your Spouse, beneficiary and alternate payee affirmatively waive any defenses you may have in any action by the Fund to recover overpayments or amounts due under any other rule of the Plan, including but not limited to a statute of limitations defense or a preemption defense, to the extent permissible under applicable law.

In addition to the right to recover overpayments by offset, the Fund also has the right to recover overpayments by pursuing legal action against the party to whom the benefits were paid or the party on whose behalf they were paid, including their estate. In that event, the party to whom benefits were paid or the party on whose behalf they were paid shall pay all costs and expenses, including attorneys' fees and costs, incurred by the Fund in connection with the collection of any overpayment or the enforcement of any of the Fund's rights to repayment. By accepting benefits from the Fund, you, your Spouse, alternate payee, and beneficiary agree to waive any applicable statute of limitations defense available to any of you regarding the enforcement of any of the Fund's rights to recoup overpayments. The Fund has the right to file suit against any such party in any state or federal court that has jurisdiction over the Fund's claims.

CLAIMS FILING AND REVIEW PROCEDURES

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 and we will send you a pension application. To get your pension, you must file an application 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.

Payment of a Claim

After your application is processed, if you are eligible for a pension, you will receive a Joint and 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 ten full working days before calling the Fund Office.

The Fund Office must wait ten 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.

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:

1. the specific reason for the denial;
2. reference to the specific provision of the Plan document or rule on which your denial is based;
3. a description of additional materials you would need to perfect your claim and an explanation of why we need this material;

4. 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
5. your right to bring an action under ERISA if you decide to appeal and that appeal is denied.

CLAIMS AND APPEAL PROCEDURES

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.

If your claim is denied, in whole or in part, you are not required to appeal the decision. However, before you can file suit under Section 502(a) of the Employee Retirement Income Security Act

("ERISA") on your claim for benefits, you must exhaust your administrative remedies by appealing the denial to the Board of Trustees. Failure to exhaust these administrative remedies will result in the loss of your right to file suit. If you wish to file suit for a denial of a claim for benefits, you must do within three years of the date the Trustees denied your appeal. For all other actions, you must file suit within three years of the date on which the violation of Plan terms is alleged to have occurred. Additionally, if you wish to file suit against the Plan or the Trustees, you must file suit in the United States District Court for the District of Maryland. These rules apply to you, your Spouse, dependents, alternate payee or beneficiary, and any provider who provided services to you or your Spouse, dependent or beneficiary. The above paragraph applies to all litigation against the Fund, including litigation in which the Fund is named as a third party defendant.

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
Attn: Appeals Dept.
911 Ridgebrook Road
Sparks, MD 21152-9451

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, your 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 five 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.

ELECTRONIC FUNDS TRANSFER (“EFT”)

You may elect to have your check electronically transferred into your checking or savings account. With Electronic Funds Transfer (“EFT”), 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 EFT, log on to the Fund Office’s website at www.associated-admin.com and click on “Your Benefits,” located at the left side of the page, and select “UFCW and PE Pension Fund.” Under the words “Downloads (Forms),” clicking on “Electronic Funds Transfer” (“EFT”) allows you to see and print the EFT form. You can also contact the Fund Office for an EFT 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.**

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 and 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 many 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

FREQUENTLY ASKED PENSION QUESTIONS

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

To receive an estimate of your Benefit Service, you should complete a Benefit Service Request form. This form can be printed from your home computer by logging on to www.associated-admin.com. Click on “Your Benefits,” located at the left side of the page, and select “UFCW and PE Pension Fund.” Under “Downloads (Forms),” you can print the Benefit Service Request form. You may also request this form by writing or calling the Fund Office.

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 and Participating Employers Pension Fund.

4. **Can my monthly benefit go directly to the bank?**

Yes. You can elect Electronic Funds Transfer (“EFT”) of your benefit. Contact the Fund Office for the proper form or log on to www.associated-admin.com to print a copy of an EFT form. See page 50 for details.

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 ten working days before calling the Fund Office about a delay. 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 ten working days. Call the Fund Office if you would like information about Electronic Funds Transfer ("EFT").

APPENDIX A
SPECIAL RULES FOR FORMER PARTICIPANTS OF THE UFCW
CONSOLIDATED PENSION FUND

The benefits described in this Appendix are applicable only to the former Participants of the UFCW Consolidated Pension Fund (“Consolidated Fund”) whose accrued benefits under the Consolidated Fund were transferred to the UFCW Unions and Participating Employers Pension Fund effective December 27, 2015. All references to the Consolidated Fund SPD are to the UFCW Consolidated Pension Plan (“Consolidated Plan”) SPD for employees of employers other than the Kroger Co., effective January 1, 2012 and as amended as of December 26, 2015. You can obtain a copy of the Consolidated Plan’s SPD by contacting the Fund Office.

If this Appendix does not provide rules on a particular issue, the rules in the other sections of this SPD will apply to you. In case of any conflict between the provisions of the UFCW Unions and Participating Employers Pension Plan and this documents, the terms of the UFCW Unions and Participating Employers Pension Plan will govern.

General Rules

The amount of your pension is equal to the sum of: 1) the benefit accrued under the Consolidated Plan (using the rules of the Consolidated Plan as of December 26, 2015), and 2) the benefit accrued under the UFCW Unions and Participating Employers Pension Plan after December 26, 2015. For a description of your benefit accrued under the Consolidated Plan, you should refer to the Consolidated Fund SPD.

Vesting and Eligibility

For the purpose of determining your vesting and eligibility for benefits, your participation and service under the Consolidated Plan and this Plan will be aggregated.

Types of Pensions

Normal Retirement Pension

The amount of your monthly Normal Retirement Pension that accrued under the Consolidated Plan through December 26, 2015 is calculated in accordance with the benefit formula described in the Consolidated Plan's SPD.

The amount of your monthly Normal Retirement Pension that accrued under this Plan after December 26, 2015 and is attributable to your employment with Shoppers covered under a Collective Bargaining Agreement between Shoppers and UFCW Local 400 is calculated as follows, for each Plan Year of benefit accruals:

Monthly Benefit Accrual Calculation for Each Plan Year

$1/12 \times (\text{hourly contribution rate paid by your Employer MINUS } \$0.9755) \times (\text{hours of Covered Employment DIVIDED BY } 3)$

Notwithstanding anything above to the contrary, if your Employer and Union have adopted, or have had imposed on them, the Default Schedule under the Fund's Rehabilitation Plan, effective for Hours of Service on and after the first of the month following 30 days' written notice, the amount of your Normal Retirement Pension will be determined based on the rules described on page 28.

Early Retirement Pension

The amount of your Early Retirement Pension accrued under the Consolidated Plan through December 26, 2015 is calculated using the rules described in the Consolidated Plan's SPD.

The amount of your Early Retirement Pension that accrued under this Plan after December 26, 2015 and is attributable to your employment with Shoppers covered under a Collective Bargaining Agreement between Shoppers and UFCW Local 400 is calculated by applying the reductions described on pages 29 and 30 to your above-described Monthly Benefit Accrual.

Notwithstanding the above, if the Default Schedule in the Fund's Rehabilitation Plan is adopted by, or imposed upon, your Employer and Union, and you have not already begun to receive an Early Retirement Pension, then effective as of the first of the month following 30 days' written notice, the amount of the Early Retirement Pension payable to you will be determined based on the rules described on page 29.

Disability Retirement Pension

The amount of your Disability Retirement Pension accrued under the Consolidated Plan through December 26, 2015 is calculated using the rules described in the Consolidated Plan's SPD.

The amount of your Disability Retirement Pension that accrued under this Plan after December 26, 2015 and is attributable to your employment with Shoppers covered under a Collective Bargaining Agreement between Shoppers and UFCW Local 400 is calculated just like your Normal Retirement Pension, as described above. There is no reduction in your monthly pension benefit amount.

Notwithstanding the foregoing, if the Default Schedule in the Fund's Rehabilitation Plan is adopted by, or imposed upon, your Employer and Union, and you have not already begun to receive a Disability Pension, then effective as of the first of the month following 30 days' written notice, a Disability Pension will not be available to you under the Plan.

Deferred Vested Retirement Pension

The amount of your Deferred Vested Retirement Pension accrued under the Consolidated Plan through December 26, 2015 is calculated using the rules described in the Consolidated Plan's SPD. Your eligibility for this Deferred Vested Retirement Pension is determined under the rules described in the Consolidated Plan's SPD. Notwithstanding the above, if the Default Schedule in the Fund's Rehabilitation Plan is adopted by, or imposed upon, your Employer and Union, and you have not already begun to receive a Deferred Vested Retirement Pension, then effective as of the first of the month following 30 days' written notice, the amount of the Deferred Vested Retirement Pension commencing prior to Normal Retirement Age will be the lesser of the amount calculated as described above, or the amount determined based on the rules for an Early Retirement Pension described on page 29.

The amount of your Deferred Vested Retirement Pension that accrued under this Plan after December 26, 2015 and is attributable to your employment with Shoppers covered under a Collective Bargaining Agreement between Shoppers and UFCW Local 400 is calculated like either a Normal or Early Retirement Pension as described on pages 28 and 29, except that it is determined based on your above-described Monthly Benefit Accrual.

Forms of Benefit Payment

You must elect to receive your benefit accrued under the Consolidated Plan through December 26, 2015 in one of the forms of payment available under the Consolidated Plan as described in the Consolidated Plan's SPD.

You must elect to receive your benefit accrued under this Plan after December 26, 2015 in one of the forms of payment allowable under this Plan as described on pages 34-37.

Pre-Retirement Spouse’s Pension Benefit

With respect to your benefit accrued as of December 26, 2015 under the Consolidated Plan, the amount of your surviving spouse’s pre-retirement surviving spouse benefit is calculated using the rules described in the Consolidated Plan’s SPD.

With respect to your benefit accrued under this Plan after December 26, 2015 that is attributable to your employment with Shoppers covered under a Collective Bargaining Agreement between Shoppers and UFCW Local 400, the amount of your surviving spouse’s Pre-Retirement Spouse’s Pension Benefit is calculated under the rules described on pages 37-38, based on your above-described Monthly Benefit Accrual.

Beneficiary Designation

Any beneficiary designation on file with the Consolidated Fund on or before December 26, 2015 shall continue to be effective under this Plan, unless you make a subsequent designation under the terms of this Plan or as otherwise required by applicable law.

