NORTHERN MINNESOTA-WISCONSIN AREA RETAIL CLERKS PENSION PLAN

SUMMARY PLAN DESCRIPTION

AMENDED AND RESTATED JANUARY 1, 2017

IMPORTANT

This Summary Plan Description is complete and up to date as of January 1, 2017. However, the Trustees may amend the Plan from time to time. Therefore, you should inquire with the Fund Office periodically to be sure you have the full text of this Summary Plan Description and any material modifications made to this Summary Plan Description.

NORTHERN MINNESOTA-WISCONSION AREA
RETAIL CLERKS PENSION FUND

To All Participants:

As Trustees of the Northern Minnesota-Wisconsin Area Retail Clerks Pension Fund (the "Pension Plan" or the "Plan") we are pleased to provide you with this updated Summary Plan Description, which is effective January 1, 2017.

This Plan is a defined benefit pension plan. It was created to help provide financial security for you and your family upon your retirement or death.

This booklet is the Summary Plan Description (SPD) for the Pension Plan. It is intended to provide you with a summary of the important features of the Plan. A more detailed description of the Plan is provided in the Plan Document. If your particular circumstance is not covered in this SPD or if you do not understand something in this SPD, you may request to review the Plan Document at the Fund Office or ask the Plan Administrator for a clarification.

If there is any inconsistency or conflict between the contents of this SPD and the Plan Document, the Plan Document will govern.

We encourage you to read this SPD carefully and keep it with your important papers for future reference. You, your Beneficiaries, or your legal representatives may examine the Plan Document and certain other documents during regular business hours or by appointment at the Fund Office.

The only people authorized to answer questions concerning the Plan are the Board of Trustees and the staff at the Fund Office. If you have any questions about the Plan, contact the Fund Office at (218) 728-4231 or (800) 570-1012.

The Board of Trustees will continue to keep you advised of any changes to the Pension Plan as they occur. However, the Board can keep you up to date only if the Fund Office has your current address on record at all times, so please notify the Fund Office immediately if your address changes.

Sincerely,

Board of Trustees

BOARD OF TRUSTEES
OF THE NORTHERN MINNESOTA-WISCONSIN AREA RETAIL CLERKS PENSION FUND

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SECTION 1 ESTABLISHMENT, ADMINISTRATION AND COST OF THE PENSION PLAN

1.1. ESTABLISHMENT, ADMINISTRATION AND COST

A. The Pension Plan was established under an Agreement and Declaration of Trust dated April 15, 1966, as amended. The Trust Agreement is between United Food and Commercial Workers Union Local 1189 (formerly Local 1116) and Northern Minnesota-Wisconsin Employers signatory to Collective Bargaining Agreements with the Union.

B. The Pension Fund is administered by a Board of Trustees, which serves without any compensation and acts on behalf of you and your fellow Employees in managing all aspects of the Pension Fund's operation. This Board of Trustees is made up of an equal number of Union and Employer representatives whose powers and duties are set forth in the Trust Agreement.

C. The cost of the Pension Plan is paid by participating Employers who make contributions to the Pension Fund in accordance with written Collective Bargaining Agreements with the Union and written Participation Agreements with the Trustees.

D. No Employee contributions to the Pension Plan are required or accepted.

E. Notify the Fund Office promptly if you change your address. If the Trustees are unable to reach you at your last address on record, any benefit payments will be held without interest.

F. Notify the Fund Office promptly of any change in your marital status as this could affect your eligibility to receive certain benefits under the Pension Plan. Also, be sure to periodically review and update your Beneficiary designations to ensure that your designations are valid (i.e., contain the written and properly notarized spousal consent, as may be required) and that the designated individuals are the individuals you intend to receive any benefits for which they may be eligible under the Plan upon your death.

SECTION 2 PENSION PLAN DEFINITIONS

The following definitions of terms used in the Pension Plan may be helpful in understanding the benefits provided and your rights. When the following terms are used in this Summary Plan Description (SPD) with the initial letter capitalized, they will have the following meanings unless the context indicates otherwise.

2.1. ADMINISTRATOR

"Administrator" means the Trustees, collectively, who will be the Administrator of the Plan and the Pension Fund, as that term is used in ERISA.

2.2. ASSOCIATION

"Association" means Arrowhead Retail Grocers Alliance, Inc., which refers collectively to a group of individual Employers operating retail grocery stores in Northern Minnesota and Northern Wisconsin.

2.3. BENEFICIARY

"Beneficiary" means an individual designated by a Participant or by the terms of the Plan who is or may become entitled to benefits under the Plan.

2.4. BREAK IN SERVICE

"Break in Service" means, in general, a Plan Year during which you fail to complete five hundred one (501) Hours of Service (three hundred seventy-five (375) Hours of Service prior to January 1, 2003) in Covered Employment. Please refer to Section 4.4 ("Break In Service") of this Summary Plan Description for additional information regarding what does and does not constitute a Break in Service.

2.5. CODE

"Code" means the Internal Revenue Code of 1986, as amended.

2.6. COLLECTIVE BARGAINING AGREEMENT

"Collective Bargaining Agreement" means a written agreement entered into by and between an Employer and the Union providing for contributions to the Pension Fund, including all amendments and addenda to the agreement, all extensions, and all renewals.

2.7. COVERED EMPLOYMENT

"Covered Employment" means work in a job for which an Employer agreed to contribute to the Pension Fund due to a Collective Bargaining Agreement, Participation Agreement, or other approved written agreement.

2.8. CREDITED SERVICE

"Credited Service" means service in Covered Employment that is credited toward accrual of pension benefits. Credited Service includes both Past Service and Future Service.

2.9. EMPLOYEE

"Employee" means an employee who works for an Employer that is obligated to make contributions to the Pension Fund on the employee's behalf due to a Collective Bargaining Agreement or Participation Agreement.

2.10. EMPLOYER

"Employer" means an employer that contributes to the Pension Fund in accordance with a Collective Bargaining Agreement with the Union or a Participation Agreement with the Trustees providing for such contributions.

2.11. ERISA

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended, and any related regulations.

2.12. FUTURE SERVICE OR FUTURE SERVICE CREDIT

"Future Service" or "Future Service Credit" means Credited Service based on Hours of Service in Covered Employment for which contributions are required to be paid to the Pension Fund.

2.13. HOURS OF SERVICE

"Hours of Service" means each hour of work for which your Employer directly or indirectly compensates you. Credit will be given for vacations, holidays, sick leaves, incapacity, layoffs, periods of jury or military duty, and paid leaves of absence, as determined in accordance with 29 CFR § 2530.200b-2(b),(c) ("Department of Labor's Regulations for Minimum Standards for Employee Pension Benefit Plans"). Credit also will be given for hours of work for which you receive back pay from an Employer. However, you will not be credited with Hours of Service with respect to a paid absence:

A. To the extent that payment solely reimburses you for medical or medically related expenses or is made under a plan of workers' compensation, unemployment compensation, or disability insurance required by law; or

B. That exceeds five hundred one (501) hours with respect to any single continuous period of absence.

Hours of work for an Employer outside of Covered Employment while the Employer is contributing to the Plan may be counted as Hours of Service if such non-Covered Employment is continuous with (immediately before or after) Covered Employment, provided that you do not quit, are not discharged, and do not retire between the two jobs.

2.14. PARTICIPANT

"Participant" means an individual who has met all of the conditions necessary to become eligible for participation in the Pension Plan, as provided in Section 3 ("Pension Plan Participation").

2.15. PARTICIPATION AGREEMENT

"Participation Agreement" means a written agreement made by and between the Trustees and an Employer providing for contributions to be made on behalf of the Employer's non-collectively bargained Employees.

2.16. PAST SERVICE OR PAST SERVICE CREDIT

"Past Service" or "Past Service Credit" means credited service before an Employer makes contributions based on your hours of work in Covered Employment to the Fund.

2.17. PENSION FUND OR FUND

"Pension Fund" or "Fund" means the Northern Minnesota-Wisconsin Area Retail Clerks Pension Fund established to receive and invest contributions of the Employers and from which benefits are paid. The assets of the Fund will be valued at market value.

2.18. PENSION PLAN OR PLAN

"Pension Plan" or "Plan" means the tax qualified defined benefit pension plan established by the Union, the Association, and the Trustees for the benefit of eligible Employees. The official name of the Plan is the "Northern Minnesota-Wisconsin Area Retail Clerks Pension Plan."

2.19. PLAN DOCUMENT

"Plan Document" means the written instrument, as may be amended and restated from time to time, setting forth the schedule of benefits and the rules and regulations for the administration of the Trust Fund.

2.20. PLAN YEAR

"Plan Year" means January 1 through December 31, and is the annual period used for computing years of Vesting Service, pension credits, and Breaks in Service.

2.21. RETIREMENT

"Retirement" means the period after you qualify for a pension under the Plan and start receiving monthly pension payments. To be considered in Retirement, there are certain types of employment that are prohibited.

2.22. SPOUSE

"Spouse" means a person to whom you are married if, at the time of the marriage, the marriage was legally valid in the state in which the marriage was established, and you are not legally separated from the person. The marriage must be evidenced by a valid marriage certificate issued by an authorized state agency or equivalent foreign authority.

2.23. TRUST AGREEMENT

"Trust Agreement" means the Agreement and Declaration of Trust entered into effective

April 15, 1966, as has been and may be amended and restated from time to time, that created the Northern Minnesota-Wisconsin Area Retail Clerks Pension Fund.

2.24. TRUSTEES OR BOARD OF TRUSTEES

"Trustees" or "Board of Trustees" means the individuals the Trust Agreement appointed to administer the Plan and the Pension Fund and their duly appointed successors.

2.25. UNION

"Union" means United Food and Commercial Workers International Union Local 1189 (formerly Union Local 1116), AFL-CIO, or other local unions affiliated with the United Food and Commercial Workers International Union.

2.26. VESTED

"Vested" means that you are eligible to receive a non-forfeitable pension upon reaching Retirement age and either are working in Covered Employment or have left Covered Employment.

2.27. VESTING SERVICE

"Vesting Service" means the period of employment for which you receive credit for vesting purposes. You earn Vesting Service based on your Credited Service.

SECTION 3 PENSION PLAN PARTICIPATION

3.1. WHAT DOES IT MEAN TO BE A PARTICIPANT UNDER THE PLAN?

A Participant is an Employee who is eligible to receive pension credit in accordance with the rules of the Plan. You will not start earning pension and vesting credit until after you become a Participant. However, for benefit accrual purposes, you may receive retroactive credit for certain service performed prior to your participation for benefit accrual purposes. See Section 4.1 ("Credit Service") for more details.

3.2. HOW DO I BECOME A PARTICIPANT UNDER THE PLAN?

<u>On or after January 1, 2003</u>, you will become a Participant in the Plan on the first entry date after A., B., and C. below have occurred:

A. You complete one thousand (1,000) Hours of Service in:

1. A twelve (12) consecutive month period beginning with your employment commencement date; or

2. Any calendar year after your employment commencement date;

B. You attain age twenty-one (21); and

C. You are working in Covered Employment on the date you meet the requirements in A. and B. above.

The entry dates for Plan participation are January 1st and July 1st.

If you are not employed on the date you would have become a Participant, you will become a Participant when you go back to work. If you have been a Participant in the Plan, leave employment with a participating Employer, and then return to work, you will immediately become a Participant again as of the date you return to work unless you were not Vested at the time you left and suffered a Break in Service. If you were not Vested and suffered a Break in Service, you must again satisfy the initial participation requirements as if you had never been a Participant in the Plan.

<u>Prior to January 1, 2003</u>, you became a Participant under the Plan on the date that you had completed three hundred seventy five (375) Hours of Service in a twelve (12) consecutive month period starting with your employment commencement date or in any calendar year after your employment commencement date.

3.3. WHEN DOES A PARTICIPANT'S PARTICIPATION UNDER THE PLAN CEASE?

Your participation under the Plan will cease if you have a one year Break in Service, which means you fail to complete five hundred and one (501) Hours of Service (three hundred seventy five (375) Hours of Service prior to January 1, 2003) in Covered Employment in a calendar year. Your participation will cease as of the last day of the Plan Year that constitutes the Break in Service. However, if you are Vested (have earned a non-forfeitable right to your pension), you will maintain your status as a Participant in relation to your Vested pension benefit, but your participation under the Plan will cease in relation to future pension credit.

3.4. WHEN DOES A FORMER PARTICIPANT'S PARTICIPATION UNDER THE PLAN RECOMMENCE?

If you had a Vested pension benefit when you left Covered Employment, your participation under the Plan will recommence on the first day of the month for which Employer contributions are received on your behalf. If you left Covered Employment without a Vested pension benefit, and do not repair a Break in Service, you must satisfy the initial participation requirements to again become a Participant under the Plan. For more information, see Section 4.4.4 ("Can pension credits and Vesting Service lost due to a one (1)-year break or a permanent break be restored?") and Section 3.2 ("How Do I Become A Participant Under The Plan?").

SECTION 4 PENSION PLAN SERVICE

4.1. CREDITED SERVICE

4.1.1. What is Credited Service?

Credited Service is the period of service used to determine when you have earned the right to a benefit and is also used in calculating the amount of your monthly benefit. Credited Service includes both Past and Future Service. For Plan Years prior to January 1, 2006, Credited Service could not exceed thirty (30) years. For Plan years beginning on or after January 1, 2006, the thirty (30)-year restriction on Credited Service does not apply. Credited Service is used in determining:

A. Eligibility for Benefits;

B. Benefit accrual; and

C. Breaks in Service.

The rules for counting pension credit differ for work performed before the contribution period ("Past Service") and work performed during the contribution period for which contributions are required to be made to the Fund ("Future Service").

4.1.2. How is Past Service counted?

Past Service is your Credited Service before an Employer makes contributions based on your service. Past Service Credit, if any, for Employees of an Employer commencing participation after April 1, 1976, will be determined and allowed only as set forth in a written acceptance of the Employer by the Trustees. Past Service Credit may not exceed fifteen (15) years. For years prior to January 1, 1976, Past Service will be credited in accordance with rules adopted by the Trustees and set forth in the Joinder Agreement.

4.1.3. How is Future Service counted?

Future Service is your Credited Service earned, commencing with the beginning of the Plan Year in which you became a Participant in the Plan. You will be credited with one (1) year of Future Service for each Plan Year in which you complete at least one thousand eight hundred and twenty (1,820) Hours of Service for a participating Employer. For years prior to January 1, 1979, in which you have less than one thousand eight hundred and twenty (1,820) Hours of Service, Future Service will be credited in accordance with the Plan in effect in the year you earned the Hours of Service.

For Plan Years beginning on and after January 1, 1979, and prior to January 1, 2003, if you have three hundred seventy five (375) or more, but less than one thousand eight hundred and twenty (1,820), Hours of Service, you are entitled to a fraction of a year of Future Service determined as follows:

Hours of Service in Covered Employment during <u>Plan Credit Year</u>	**Partial Year of <u>Credited Service</u>**
0 - 374 hours	No credit
375 - 519 hours	1/4 credit
520 - 779 hours	3/8 credit
780 - 1039 hours	1/2 credit
1040 - 1299 hours	5/8 credit
1300 - 1559 hours	3/4 credit
1560 - 1819 hours	7/8 credit
1820 hours or more hours	1 credit

For Plan Years beginning on or after January 1, 2003, if you have at least five hundred twenty (520), but less than one thousand eight hundred twenty (1,820), Hours of Service, you are entitled to a fraction of a year of Future Service determined as follows:

Hours of Service in Covered Employment during <u>Plan Credit Year</u>	**Partial Year of <u>Credited Service</u>**
0 - 519 hours	No credit
520 - 899 hours	1/4 credit
900 - 1399 hours	1/2 credit
1400 - 1819 hours	3/4 credit
1820 hours or more hours	1 credit

4.2. MILITARY SERVICE: USERRA

Under the Uniformed Services Employment and Reemployment Rights Act of 1994 (“USERRA”), you are entitled to Plan benefits for periods of military service of less than five (5) years. If you will be entering military service, you must notify both your Employer and the Plan in writing on a form available from the Plan Administrator.

4.2.1. **Upon Your Return.**

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

A. If your military duty was less than thirty-one (31) days, you must return to work by the next work day following discharge (after an eight (8) hour rest period);

B. If your military duty was more than thirty (30) days but less than one hundred eighty one (181) days, you must return to work within fourteen (14) days of discharge; or

C. If your military duty was longer than one hundred eighty (180) days, you have ninety (90) days to return to work after discharge.

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

4.2.2. **Determining Hours of Service to be Credited**

In order to determine how many Hours of Service you will be credited for military service, the Plan uses a twelve (12) month look-back period counting all your employment with all participating Employers, including hours for which reciprocal contributions are received by the Plan. The Employer contributions required for credit will be determined based on the average number of hours you worked during the twelve (12) months prior to your military service. Increases in the contribution rate to the Plan that are specified in the agreement your Employer has with the Trustees will be applied based upon hours of credit you receive for military service.

4.3. YEARS OF VESTING SERVICE

4.3.1. **What are the differences between Years of Credited Service and Years of Vesting Service?**

Years of Vesting Service are earned only during the period Employer contributions are made on your behalf. You will receive a full year of Vesting Service for each calendar year you earn at least a partial year of Credited Service.

4.3.2. **Can credit for years of Vesting Service be lost or canceled?**

Yes. Credit for years of Vesting Service can be lost if a Participant is separated from Covered Employment for an extended period. Such cancellation is described in Section 4.4 ("Break In Service").

4.4. BREAK IN SERVICE

4.4.1. **What is a Break in Service?**

A Break in Service is an absence from Covered Employment. A Break in Service occurs after a period of time in which an Employee fails to work a specified number of hours or earn a specified amount of pension or vesting credit. In general, if you had a Break in Service before January 1, 1976, all pension credits accumulated prior to the break were canceled and could not be restored.

Beginning January 1, 1976, the Break in Service rule changed. There are now two (2) types of Breaks in Service, a "one (1)-year break" and a "permanent break". A one (1)-year break may be temporary and subject to repair. The effects of a permanent break cannot be repaired; canceled pension credits and years of Vesting Service cannot be restored after a permanent break.

4.4.2. **How are Breaks in Service determined before January 1, 1976?**

For any period between the contribution date and to January 1, 1971, an Employee had a Break in Service if the Employee failed to earn Credited Service in any one (1) Plan Year.

For any period between January 1, 1971, and January 1, 1976, an Employee had a Break in Service if the Employee failed to earn Credited Service during any two (2) consecutive Plan Years. The effects of such a break were permanent and canceled all pension credits earned before the break.

4.4.3. **How are Breaks in Service determined on and after January 1, 1976?**

On or after January 1, 1976, you incur a **one (1)-year break** if you do not complete at least five hundred one (501) Hours of Service in Covered Employment in a Plan Year (three hundred seventy five (375) hours of service prior to January 1, 2003).

For the period between January 1, 1976, and January 1, 1985, you incur a **permanent break** if you have consecutive one (1)-year breaks which are equal to or greater than your years of Vesting Service prior to the consecutive one (1)-year breaks.

For example, assume a Participant has the following work record between January 1, 1976 and January 1, 1985:

Year	**Hours of Service**	**Years of Vesting Service**	**One (1)-year Breaks**
1	1,200	1	0
2	1,000	1	0
3	300	0	1
4	0	0	1

This Participant has two (2) consecutive one (1)-year breaks and two (2) years of Vesting Service prior to the breaks. Because the number of the Participant's consecutive one (1)-year breaks is equal to the number of the Participant's years of Vesting Service prior to the one (1)-year breaks, the Participant has a permanent break as of the end of year four (4).

Beginning January 1, 1985, you will not incur a **permanent break** until your consecutive one (1)-year breaks equal or exceed the greater of five (5) or the number of your years of Vesting Service.

For example, assume a Participant had the following work record:

Year	Hours of Work	Years of Vesting Service	One (1)-year Breaks
1984	1,235	1	0
1985	1,182	1	0
1986	300	0	1
1987	0	0	1
1988	0	0	1
1989	0	0	1
1990	0	0	1

Under the Break in Service rule which became effective January 1, 1985, this Participant will not have a permanent break until the end of 1990 when the Participant incurs five (5) consecutive one (1)-year breaks.

4.4.4. **Can pension credits and Vesting Service lost due to a one (1)-year break or a permanent break be restored?**

You cannot restore pension credits and Vesting Service lost due to a permanent break.

However, you can repair a one (1)-year break or a series of one (1)-year breaks before you have a permanent break. If a Participant works at least five hundred one (501) Hours of Service in Covered Employment during a Plan Year following one (1)-year breaks, all prior one (1)-year breaks will be disregarded (provided you have not yet incurred a permanent break). In addition, by earning at least five hundred one (501) Hours of Service and thereby again becoming a Participant, all pension and Vesting Service credits previously earned will be restored.

4.4.5. **Does a permanent break occur if a Participant is Vested?**

No. The Plan provides that you cannot have a permanent break if you leave Covered Employment after becoming Vested.

You are Vested if, before incurring a permanent break, you have at least five (5) years of Vesting Service or are eligible for any type of pension under this Plan.

SECTION 5 PENSION PLAN BENEFITS

5.1. NORMAL PENSION

5.1.1. What is a Normal Pension?

A Normal Pension is the pension payable to an eligible active Participant who retires on or after the minimum required age.

5.1.2. When is a Participant eligible for a Normal Pension?

Your eligibility for a Normal Pension benefit is based upon the schedule of benefits in effect when you retire or separate from Covered Employment.

If you retired or separated from Covered Employment with Credited Service:	You are eligible for a Normal Pension benefit if:
Before January 1, 1996	1. You have attained age 62; 2. You have reached the 5th anniversary of your commencement of participation in the Plan; and 3. You did not earn any years of Vesting Service on or after January 1, 1996.
On or after January 1, 1996, but before January 1, 2001	1. You have attained age 65 on or after January 1, 1996; and 2. You have reached the 5th anniversary of your commencement of participation in the Plan.
On or after January 1, 2001, but before January 1, 2003	1. You have attained age 62 on or after January 1, 2001; 2. You have reached the 5th anniversary of your commencement of participation in the Plan; and 3. You earned at least 1 year of Vesting Service after December 31, 2000, but before January 1, 2003.
In 2003 or later	1. You have obtained age 65; and 2. You have reached the 5th anniversary of your commencement of participation in the Plan.

5.1.3. How much is a Normal Pension?

The monthly amount of your Normal Pension will be based on the schedule of benefits in effect when you retire or, if earlier, when you separate from Covered Employment.

In general, you are considered separated from Covered Employment when you have a one (1)-year Break in Service. Your pension would be based on the Plan in effect before the one (1)-year Break in Service. If you subsequently earn a year of Vesting Service, you would generally be eligible for the schedule of benefits in effect at the time you earned the year of Vesting Service.

A. If you retire or separate from Covered Employment on or after January 1, 1999, and meet the eligibility requirements for a Normal Pension, you will receive a monthly pension benefit amount equal to the amount per year of service as set forth in the table below based on the hourly contribution rate contributed by your Employer on the date of your retirement. However, if your retirement results in a pension other than a Normal Pension and the rate of contribution by your Employer has increased by more than one-third (1/3) within the thirty-six (36) months prior to the month payment of your pension benefits will begin, the amount per year of service will be based on the rate of contribution from your Employer prior to such increase, but will not count Credited Service in excess of thirty (30) years of Credited Service. You will receive credit for the thirty (30) years of Credited Service resulting in the highest pension.

Hourly Contribution Rate in Applicable CBA with Participating Employers	Credited Service (Past & Future) Earned Before January 1, 1970	Future Service Earned on or after January 1, 1970 and Prior to January 1, 2003	Future Service Earned on or after January 1, 2003
$0.05	$1.90	$4.17	$2.29
0.10	3.20	8.34	4.59
0.15	4.50	12.51	6.88
0.20	5.80	16.68	9.17
0.25*	7.00	20.85	11.47
0.30	8.30	25.02	13.76
0.35	9.60	29.19	16.05
0.40	10.90	33.36	18.35
0.45	11.20	37.50	20.63
0.50	13.40	41.70	22.94
0.55	14.70	45.85	25.22
0.60 or greater	16.00	50.00	27.50

*Two Harbors Retail and CHC Credited Service earned prior to 1-1-70 is $6.00 and from 1-1-70 to 12-31-78 is $8.00.

B. If you: (i) retire on or after January 1, 2006 and before January 1, 2011; (ii) meet the eligibility requirements for a Normal Pension; and (iii) have earned at least one (1) year of Vesting Service after December 31, 1998, you will receive a monthly pension benefit amount equal to:

1. The amount per year of Credited Service or Future Service you earned prior to January 1, 2006, calculated in accordance with the above provisions; and

2. One and three-fourths percent (1.75%) of the non-forfeited contributions made on your behalf for years of service you earned after December 31, 2005 and before January 1, 2011.

C. If you: (i) retire on or after January 1, 2011; (ii) meet the requirements for a Normal Pension; and (iii) have earned at least one (1) year of Vesting Service after December 31, 1998, you will receive a monthly pension benefit amount equal to:

1. The amount per year of Credited Service or Future Service you earned prior to January 1, 2006, calculated in accordance with the above provisions;

2. One and three-fourths percent (1.75%) of the non-forfeited contributions made on your behalf for years of service earned after December 31, 2005, but before January 1, 2011; and

3. One percent (1.00%) of the non-forfeited contributions made on your behalf for years of service you earned on or after January 1, 2011.

IMPORTANT NOTICES:

These monthly pension rates **DO NOT** apply if you retired or separated from Covered Employment for any other reason before January 1, 1999.

Past and Future Service Credits are based on the date an Employee became a Participant in the Plan or the date the contributing Employer started contributing to the Plan in accordance with the Collective Bargaining Agreement.

The Normal Pension payable will be reduced in order to provide for a Qualified Joint and Survivor Pension as described in this Plan unless you and your Spouse both elect in writing to have the pension paid as a single-life pension.

If you have questions regarding the above, contact the Fund Office.

5.2. EARLY PENSION

5.2.1. When is a Participant eligible for an Early Pension?

On or after January 1, 2011, you are eligible for an Early Pension if you retire between age fifty (50) and age sixty-five (65) (or if later, the date of your fifth (5th) anniversary of participation in the Plan), and you have completed either:

A. Ten (10) or more years of Credited Service; or

B. Five (5) or more years of Vesting Service provided at least one (1) year of Vesting Service was earned after December 31, 1990.

Prior to January 1, 2011, you were eligible for an Early Pension if:

A. You had attained age fifty (50) on or after January 1, 1976;

B. You were not eligible for a Normal Pension; and

C. You had earned five (5) or more years of Credited Service.

5.3. HOW MUCH IS AN EARLY PENSION?

The monthly amount of your Early Pension benefit is based upon the schedule of benefits in effect when you retire or, if earlier, when you separate from Covered Employment.

A. Beginning January 1, 2011, if you meet the eligibility requirements for an Early Pension, the amount of your Early Pension benefit will be calculated as follows:

Work Period	New Early Pension Benefit Amount
Before January 1, 1996	An amount equal to the Normal Pension multiplied by the actuarial equivalent factor for **Age 62** Normal Retirement
January 1, 1996 – December 31, 2000	An amount equal to the Normal Pension multiplied by the actuarial equivalent factor for **Age 65** Normal Retirement
January 1, 2001 – December 31, 2002	An amount equal to the Normal Pension multiplied by the actuarial equivalent factor for **Age 62** Normal Retirement
After December 31, 2002	An amount equal to the Normal Pension multiplied by the actuarial equivalent factor for **Age 65** Normal Retirement

The specific actuarial equivalent factor applicable to you is based upon your age when your Early Pension benefit commences. The following table lists the actuarial equivalent factor for each age at which you could potentially receive an Early Pension.

Age at Commencement of Early Pension	Actuarial Equivalent Factor	
	Age 62 Normal Retirement	Age 65 Normal Retirement
65	100%	100%
64	100%	90%
63	100%	82%
62	100%	74%
61	91%	67%
60	83%	61%
59	75%	56%
58	69%	51%
57	63%	46%
56	57%	43%
55	53%	39%
54	48%	36%
53	44%	33%
52	41%	30%
51	37%	28%
50	34%	25%

For example, if you begin receiving an Early Pension when you are sixty (60) years old, you will receive eighty-three percent (83%) of the Normal Pension you would have received for your work prior to January 1, 1996 and for your work between January 1, 2001 and December 31, 2002. You will receive sixty-one percent (61%) of the Normal Pension you would have received for your work between January 1, 1996 and December 31, 2000 and for your work after December 31, 2002.

B. Prior to January 1, 2011, if you met the eligibility requirements for Early Pension in effect prior to January 1, 2011, your Early Pension benefit would be calculated as follows:

Work Period	Current Early Pension Benefit Amount
January 1, 1984 – December 31, 1986	Amount equal to the Normal Pension reduced by (i) 2/12 of 1% for each month you retire prior to age sixty-two (62) but after age sixty (60), and (ii) 5/12 of 1% for each month prior to age sixty (60).
January 1, 1987 – December 31, 1995	An amount equal to the Normal Pension reduced by 5/12 of 1% for each month you retire prior to the first full month in which you would attain age sixty-two (62).
January 1, 1996 – December 31, 2000	An amount equal to the Normal Pension reduced by 5/12 of 1% for each month you retire prior to the first full month in which you would attain age sixty-five (65).
January 1, 2001 – December 31, 2002	If you have five (5) or more years of Credited Service and retire directly from Covered Employment, an amount equal to the Normal Pension reduced by 5/12 of 1% for each month you retire prior to the first full month in which you would attain age fifty-five (55). If you do not have five (5) or more years of Credited Service or do not retire directly from Covered Employment, an amount equal to the Normal Pension reduced by 5/12 of 1% for each month you retire prior to the first full month in which you would attain age sixty-two (62).
January 1, 2003 – December 31, 2010	An amount equal to the Normal Pension reduced by 5/12 of 1% for each month you retire prior to the first full month in which you would attain age sixty-five (65).

5.4. REQUIRED BEGINNING DATE

You may postpone the payment of benefits to a date no later than your Required Beginning Date. On and after January 1, 1984, the Required Beginning Date is April 1st following the calendar year in which you reach age seventy years and six months (70½). If you remain in covered employment after the April 1st following the calendar year in which you reach age seventy years and six months (70½), you may elect to begin distributions of benefits or may defer commencement of benefits until you terminate covered employment. If no such election is made, you will begin receiving distributions by April 1st of the calendar year in which you reach age seventy years and six months (70½).

SECTION 6 PENSION PLAN SURVIVOR BENEFITS

6.1. SURVIVOR BENEFITS AFTER RETIREMENT

6.1.1. **What is the Qualified Joint and Survivor Annuity (QJSA)?**

Effective January 1, 1976, as required by ERISA, if you are married as of the date you retire, your pension benefit is automatically payable in the form of a Qualified Joint and Survivor Annuity Pension (QJSA Pension), unless you elect otherwise and your Spouse agrees in writing before your pension begins. The QJSA Pension provides that, upon your death, fifty percent (50%) of the monthly benefit you receive will be paid to your surviving Spouse for life provided that you and your Spouse have been married for the twelve (12) consecutive month period ending on the date your pension payments are to begin. To provide this guaranteed benefit, the amount of the monthly benefit payable to you is reduced. The reduction factors are based on the ages of both you and your Spouse at your retirement.

6.1.2. **How is the Qualified Joint and Survivor Annuity Pension Calculated?**

Because the QJSA Pension guarantees a pension benefit to two (2) people for two (2) lifetimes (the Participant's and the Spouse's), more monthly benefit payments may be paid out than would have been the case if only one lifetime were covered. Spreading the available money over more monthly benefit payments requires a reduction in the monthly benefit you are paid. Therefore, the monthly amount of a QJSA Pension is calculated as single-life pension based on your age, and the resulting amount is then reduced depending on the difference in ages between you and your Spouse.

Here is an example of how the amount of a single-life pension would be reduced when a QJSA Pension is payable. (A single-life pension is the non-reduced pension form payable to unmarried Participants and married Participants who reject the QJSA Pension form or otherwise do not satisfy the marriage duration requirement.)

> If you retire at age sixty-two (62) and are eligible for a Normal Pension of $650.00 and your Spouse is age sixty (60), your monthly benefit under the QJSA Pension is determined by reducing the Normal Pension by a factor based on your age and the age of your Spouse. In this case, the actuarial factor is .9118%. Therefore, your QJSA Pension would be $592.67. This amount would be payable to you for your lifetime. If your Spouse is living at the time of your death, your surviving Spouse would receive a monthly benefit of half of this amount, or $296.34, for the remainder of his/her lifetime.

6.1.3. **When and how can a Participant make a decision about the QJSA Pension form?**

The Fund Office will provide you a Plan retirement application packet, which includes a written explanation of the QJSA Pension benefit (the "QJSA Explanation"), no less than thirty (30) days and no more than one hundred eighty (180) days before: (i) your annuity starting date; or (ii) in the case of a retroactive annuity starting date ("RASD") election, as described below, the date of the first actual payment of benefits based on the RASD. You may waive, in writing, this thirty (30) day notice requirement, but, except in the case of an RASD, benefits will not commence less than eight (8) days following the date on which the Plan Administrator provides you the written QJSA Explanation.

For purposes of the preceding paragraph, the election period for the QJSA Pension is the one hundred eighty (180) day period ending on your annuity starting date, unless you previously waived the thirty (30) day notice requirement regarding the written QJSA Explanation and have made a benefit election. In that case, the election period for revoking a previous benefit election extends until the later of your annuity starting date or the seven (7) day period that begins the day after the written QJSA Explanation is provided to you.

6.1.4. **What is a "Retroactive Annuity Starting Date" (RASD)?**

The Plan's retirement application package includes an application form and an explanation of the Plan's QJSA Pension benefit. The application form lets you elect a starting date for your retirement benefits. In a few situations, you may (but are not required to) elect a starting date for your retirement benefits that falls before the date you received the application package. That kind of starting date is known as a "Retroactive Annuity Starting Date" (RASD).

You can generally elect an RASD if you fall into one (1) of the following categories:

A. You retire within one (1) year after reaching normal retirement age and are eligible for the Normal Pension benefit. In that case, the RASD you pick must be a date on or after the later of: (i) the first day of the month after you reach normal retirement age; or (ii) the date you stopped working for a contributing Employer.

B. You passed the legal deadline for the latest start of Plan benefits (which is shortly after you reach age seventy years and six months (70½) and is known as your "required beginning date"), but the Plan did not start paying benefits because the Plan could not find you. In that case, the RASD you pick must be a date on or after your required beginning date.

The RASD you pick cannot be earlier than the date you became eligible to retire. If you are married, you must get the written consent of your Spouse for the RASD you pick. Other restrictions apply, so if you are considering this option, please contact the Fund Office for more information.

If you meet all the requirements, and your application and RASD election are approved, you will receive a single lump sum payment to make up for the monthly payment or payments you "missed" since the RASD. The lump sum payment will include an appropriate adjustment for interest. The dollar amount of the future monthly payments will be the same as if payments actually began on the RASD.

If you do not meet all the requirements (or if you do not ask for an RASD at all), you will not receive any such make-up lump sum payment. Rather, delays between the time you became eligible for a Normal Pension benefit and the time you began receiving it will be accounted for by an actuarial increase to your monthly benefit.

6.1.5. **When will a Participant begin to receive his/her pension benefit?**

Payment of QJSA Pension will commence as of the first day of the month following the Trustees' approval of your completed application for the QJSA Pension.

Monthly benefits will continue for your lifetime with the last payment to be made on the first day of the calendar month in which you die. Fifty percent (50%) of such monthly benefits will continue to be made after your death to your surviving Spouse for the remainder of your surviving Spouse's lifetime with the last payment to be made on the first day of the calendar month in which your surviving Spouse dies.

6.1.6. What if a Participant's Spouse dies before the Participant dies, but after pension benefit payments begin?

If, after retirement, your Spouse dies before you do, the QJSA Pension form **cannot be changed. However,** you will be entitled to receive a monthly pension benefit equal to the amount you would have received had you and your Spouse waived the QJSA Pension form. You will not begin to receive this revised pension benefit unless and until you notify the Fund Office of your Spouse's death. Upon your death, no further payments will be made to anyone except to the extent payments are required pursuant to a Qualified Domestic Relations Order.

6.1.7. What if a Participant and his/her Spouse divorce after pension benefit payments begin?

If, after retirement, you and your Spouse divorce, the QJSA Pension form **cannot be changed.** You will continue to receive the reduced benefit amount, and, upon your death, no further payments will be made to anyone except to the extent payments are required pursuant to a Qualified Domestic Relations Order.

6.1.8. What if a Participant's Spouse dies before pension benefit payments begin?

The QJSA Pension will <u>not</u> be effective if your Spouse dies or if you get a divorce <u>before</u> your pension payments begin. In addition, for the QJSA Pension to be effective, you must have been married throughout the year immediately preceding the date your pension begins.

6.2. SURVIVOR BENEFITS BEFORE RETIREMENT

6.2.1. What survivor benefits are available in situations where the Participant dies before retiring?

Your surviving Spouse may be eligible for one (1) of the two (2) pre-retirement death benefits provided by the Plan.

A. The Plan provides for a lifetime monthly pension benefit payable to a surviving Spouse if, upon your death:

   1. You were in active Covered Employment and eligible by virtue of age and service to a pension had you retired the date before your death; **or**

   2. You had separated from Covered Employment at a time when you had met all requirements for the immediate payment of a pension by virtue of age and service, and you died prior to retiring with a pension and after age fifty (50).

   The amount of the surviving Spouse benefit is fifty (50%) percent of the pension you would have received if you had retired the day before your death with a QJSA Pension. The monthly benefit is payable the first of the month following your death.

B. The Plan also provides for a lifetime monthly benefit to your surviving Spouse in some circumstances.

The Plan provides a lifetime benefit to your surviving Spouse if, at the time of your death, you:

1. Did not qualify under subparagraph (a) above;
2. Had achieved Vested status;
3. Were actively engaged in Covered Employment; and
4. Were fifty (50) years of age or younger.

The amount of the surviving Spouse benefit is fifty (50%) percent of the pension you would have received if you:

1. Had separated from service on the date of death;
2. Survived to age fifty (50);
3. retired with an immediate QJSA Pension; and
4. Died the day after age fifty (50).

This monthly benefit is payable beginning the first day of the month in which you would have reached age fifty (50).

For a surviving Spouse to be eligible for a survivor benefit under this Plan, the Participant and the surviving Spouse must have been married the entire twelve (12) consecutive month period immediately preceding the death of the Participant.

SECTION 7 OPTIONAL FORMS OF PAYMENT

7.1. WHEN MAY A PARTICIPANT ELECT AN OPTIONAL PAYMENT FORM?

You may elect to convert your Early or Normal Pension into an optional benefit. To provide any of the guaranteed optional forms of benefits described in this Section, the amount of the monthly benefit payable to you is reduced. An election of an optional form must be made, in writing, on a form that is provided by and filed with the Fund Office and filed with your application for benefits. If you are married, your Spouse must also agree in writing to your election of an optional form of payment in lieu of the QJSA Pension.

7.2. WHAT OPTIONAL PAYMENT FORMS ARE AVAILABLE UNDER THE PLAN?

The optional payment forms available under the Plan include:

Option 1. Reduced Pension with One-Half to Contingent Annuitant. This option provides that, upon your death, fifty (50%) percent of the monthly benefit you received will be paid to your designated contingent annuitant, as defined below, for life.

Option 2. Reduced Pension for Designated Period. This option provides that if you die within a designated period of five (5), ten (10), fifteen (15) or twenty (20) years, following the date your benefit payments begin, the monthly benefit you received will be continued for the balance of the designated period to your designated Beneficiary. If such Beneficiary does not survive the designated period, the commuted value of any remaining payments, adjusted for interest, will be paid to your estate if your designated Beneficiary dies before you or to the estate of your designated Beneficiary if you die before such Beneficiary. Both the time period and your Beneficiary must be designated at the time you elect this option.

Option 3. Qualified Optional Survivor Annuity. If you begin to receive benefits on or after January 1, 2008, and are married, the optional forms of benefit payments available will also include a Qualified Optional Survivor Annuity (QOSA). This option provides that, upon your death, seventy-five (75%) percent of the monthly benefit you received will be paid to your surviving Spouse for life.

Option 4. 100% Survivor Annuity. If you are married the optional forms of benefit payments available will also include a 100% Survivor Annuity. This option provides that, upon your death, one hundred (100%) percent of the monthly benefit you received will be paid to your surviving Spouse for life.

7.3. WHAT HAPPENS IF THE DESIGNATED CONTINGENT ANNUITANT OR BENEFICIARY DIES BEFORE THE PARTICIPANT?

A. If the individual designated as the contingent annuitant under Option 1 dies before the date selected for the commencement of pension benefit payments, the election will be revoked, and the monthly benefit otherwise payable to you will become payable as if the optional election had not been made.

B. If the contingent annuitant designated under Option 1 dies after the option has become effective but before your death, the reduced benefit under the option is continued to you with no further benefits payable after your death.

C. If the Beneficiary designated under Option 2 dies before you, you may designate another individual as your Beneficiary to receive any benefits the deceased Beneficiary would have been entitled to under Option 2 but for the Beneficiary's death. The new designation will not be effective unless the designation is made in writing and filed with the Board of Trustees at the Fund office.

7.4. WHAT IS A "CONTINGENT ANNUITANT"?

For purposes of this Section, "contingent annuitant" means an individual you designate under Option 1, at the time you elect the option, to commence receiving a benefit after your death. If the contingent annuitant is someone other than your Spouse, the contingent annuitant cannot be under age fifty (50) at the time of your election, and the arrangement must be such that it is contemplated that more than one-half (1/2) of the value of the benefit would be paid to you during your lifetime. In some situations, this may preclude your ability to designate a particular individual as your contingent annuitant. Please contact the Fund Office for more information regarding whether the individual you are considering is an eligible contingent annuitant.

7.5. MAY A PARTICIPANT CHANGE OR REVOKE HIS/HER ELECTION OF AN OPTIONAL PAYMENT FORM?

You may revoke any election previously made or deemed to be made under this Section or change from one (1) option to another at any time prior to the date your benefits payments are to begin under the Plan by completing a form prescribed by the Trustees. You may not change or revoke your optional benefit election after it becomes effective.

SECTION 8 PENSION APPLICATION PROCESS & APPEALS

You or your surviving Spouse must complete and return an application for pension benefits to the Fund Office before pension payments will begin under this Plan.

8.1. HOW DO I GET A PENSION APPLICATION?

You can receive a pension application by writing, calling, or visiting the Fund Office at:

Northern Minnesota-Wisconsin Area Retail Clerks Pension Fund
2002 London Rd. Ste. 300
Duluth, MN 55812
Telephone (218) 728-4231; Toll Free (800) 570-1012

If you need help filling out your pension application, the staff at the Fund Office will assist you.

8.2. WHEN SHOULD I APPLY FOR MY PENSION?

You should file your application with the Trustees at the address of the Fund Office at least three (3) months in advance of the date you expect your pension benefit to begin. If you delay in filing your application, the payment of your pension may be delayed.

If you do not file an application, you will not lose your pension. However, you may not be able to receive payment of your pension if you cannot be located through reasonable efforts. Note: if you cannot receive payments because you cannot be located, your benefits will be reinstated if you or your beneficiary later file the application.

8.3. MUST PROOF OF AGE BE SUBMITTED WITH THE PENSION APPLICATION?

Yes. Instructions describing the types of acceptable proof of age will be given to you with your application. If you want your pension paid as a QJSA Pension, you will be asked to submit proof of your Spouse's age and proof of your marriage.

8.4. WHO WILL DECIDE IF I AM ELIGIBLE FOR A PENSION?

The Board of Trustees, which is bound by the rules of the Pension Plan, will decide if you meet the eligibility requirements for a pension. The Trustees are the sole judges in reviewing the documents you submit with your application and interpreting the Plan rules.

8.5. HOW DOES A SURVIVING SPOUSE OR BENEFICIARY APPLY FOR BENEFITS?

Your surviving Spouse or Beneficiary should notify the Fund Office as soon as possible after your death and request instructions about filing an application for the appropriate survivor benefits. The Fund Office will request a copy of your death certificate, which your surviving Spouse or Beneficiary must provide before survivor benefits or an elected optional form of pension benefits will be paid.

8.6. HOW WILL I KNOW IF MY PENSION APPLICATION IS DENIED?

If your application for a pension is denied, you will be informed of the denial in writing within ninety (90) days of the Fund Office’s receipt of your completed application. You will be told the reasons for the denial and the way in which you can appeal the decision. You may appeal the decision if you feel your pension award is incorrect.

8.7. WHEN MUST I MAKE MY APPEAL?

If you want to appeal the pension decision, you must file a written request with the Trustees at the Fund Office within sixty (60) days of your notice of denial or of an incorrect award. Your request for review of your claim must state the reasons why you believe you are entitled to benefits or a different award. You will also have the right to examine all Plan documents and other Fund Office records that affect your claim. You will have the right to argue against the denial in writing and to submit any evidence you may desire in support of your appeal. You also have the right to be represented by an attorney or other individual of your choice. (You will be responsible for the payment of any fee your attorney or other representative may impose.) You and/or your authorized representative will not have any right to appear personally before the Trustees or such individuals the Trustees may authorize to determine your eligibility for benefits (collectively referred to as "Trustees" in this Section).

8.8. HOW WILL I KNOW IF MY APPEAL IS GRANTED OR DENIED?

Within sixty (60) days of the Fund Office's receipt of your appeal, the Trustees will inform you in writing of their decision or that they require an additional sixty (60) days to make a decision. If your appeal is denied in whole or in part, you will be told the reasons for the denial and the specific provisions of the Plan on which the Trustees based their decision.

<u>Important Notices</u>

The procedures described above must be followed and exhausted before you may institute any legal action (including actions or proceedings before administrative agencies) with respect to a claim concerning your eligibility for, or amount of, your benefits under this Plan or from the Fund.

In addition, the Trustees have the sole authority to determine eligibility for benefits and to interpret the terms of the Plan documents, rules and procedures. The Trustees' determinations and interpretations will be final and binding on all individuals dealing with the Plan or making a claim for benefits under the Plan. If any decision of the Trustees is challenged in court, it is the intention of the Trustees that such decision will be upheld unless the decision is determined to be arbitrary and capricious.

SECTION 9 RETIREMENT AND SUSPENSION OF BENEFITS

9.1. WHAT DOES "RETIRED" MEAN?

To be considered "retired", you must work less than forty (40) hours in a month in Plan-related employment. "Plan-related employment" is work: (i) in the same industry that Employees covered by the Plan were employed in at the time payment of your pension benefits began; (ii) in a trade or craft covered by a Collective Bargaining Agreement, or other approved written agreement, requiring contributions to the Fund, including but not limited to employment in retail, nursing homes and hospitals; and (iii) in the geographical jurisdiction of the Union.

Note: For the purposes of determining Plan-related employment, it makes no difference whether you are employed under a Collective Bargaining Agreement.

9.2. CAN I WORK AT SOME OTHER TYPE OF JOB AFTER I HAVE RETIRED?

Yes. You may do any other kind of work provided it is not Plan-related employment, as defined above. You will continue to receive your monthly pension payments as usual. If you are not sure whether or not a job you are considering is disqualifying Plan-related employment, contact the Fund Office.

9.3. DO MY PENSION BENEFIT PAYMENTS STOP IF I RETURN TO PLAN-RELATED EMPLOYMENT?

Yes. Your monthly pension benefit will be suspended if you return to Plan-related employment and work forty (40) hours or more in a month.

9.4. MUST I PROVIDE THE FUND OFFICE NOTICE OF MY RETURN TO EMPLOYMENT?

Yes. You must notify the Fund Office of your return to employment within thirty (30) days of the date you return even if you do not anticipate working forty (40) or more hours in a month and regardless of whether the employment is Plan-related employment. The notice must inform the Trustees of:

A. The name and address of the employer;

B. The name and address of the place of employment (if different from the employer's name and address);

C. Your job classification;

D. The duties you will perform;

E. The businesses in which the employer is engaged; and

F. The products in which the employer deals.

9.5. WHAT HAPPENS IF I FAIL TO PROVIDE NOTICE OF MY RETURN TO EMPLOYMENT?

If you return to employment and fail to provide timely notice of the employment, a portion of your monthly pension benefit may be withheld when you resume your benefit payments so that the

Fund may recover any benefits paid to you while you were working in disqualifying Plan-related employment without providing notice to the Fund Office.

If the Board of Trustees learns that you have worked in disqualifying Plan-related employment without providing proper notice, it will be presumed that you have been working at least forty (40) hours per month since your return to work. This presumption may affect the amount of your benefit when you again retire. You will have the right to overcome this presumption by establishing to the satisfaction of the Trustees that you are not working in disqualifying Plan-related employment.

9.6. IF I CEASE WORKING IN PLAN-RELATED EMPLOYEMENT WILL MY BENEFITS RECOMMENCE?

Yes. If your pension benefits have been suspended, they will recommence once you cease working in disqualifying Plan-related employment **and** notify the Fund Office that such employment has ceased. The Plan will not resume your benefit payments until that notice is received.

After the Plan has received notice from you that you are no longer working in disqualifying Plan-related employment, it will resume pension benefit payments for the months following such employment. Payments will be resumed no later than the first day of the third month after the last calendar month for which your benefits were suspended, provided you notify the Plan that you are no longer working in disqualifying Plan-related employment.

Overpayments attributable to payments for any month or months for which you engaged in disqualifying Plan-related employment will be deducted from pension payments otherwise paid or payable subsequent to the period of suspension of benefits. A deduction from a monthly benefit will not exceed twenty-five percent (25%) of the pension amount (before deduction), except that the Plan may withhold up to one hundred percent (100%) of the first pension payment made upon resumption after a suspension of benefits. If you die before recoupment of overpayments has been completed, deductions will be made from the benefits payable to your Beneficiary or surviving Spouse receiving a pension, subject to the twenty-five percent (25%) limitation on the rate of deduction.

9.7. MAY I REQUEST A REVIEW OF THE SUSPENSION OF MY BENEFITS?

Yes. You are entitled to a review of any determination suspending your benefits. You may file a written request for review with the Board of Trustees within sixty (60) days of the notice of suspension. In this manner, you may also request that the Board of Trustees review any contemplated employment to determine whether it will be disqualifying Plan-related employment. The written request must include the following information:

A. The name and address of the employer;

B. The address of the place of employment (if different than the address above);

C. Your job classification;

D. A formal job description, or, if a formal job description is not available, sufficient information regarding the duties you will perform to permit the Trustees to determine the nature of the specific employment you are considering;

E. The businesses in which the employer is engaged; and

F. The products in which the employer deals.

Again, the Plan will only make a determination regarding contemplated employment if you provide enough specific information for the Board of Trustees to reasonably conclude whether the employment is or is not disqualifying Plan-related employment.

SECTION 10 AMENDMENT AND TERMINATION

The Trustees may amend the Plan at any time. Amendments may be made for the purpose of improving, reducing, or eliminating benefits; for the purpose of complying with changes in pension laws; or for any other reason the Trustees deem to be prudent.

Generally, however, no amendment will reduce benefits that you have earned prior to the date of the amendment.

Similarly, the Trustees may terminate this Plan, in whole or in part, if the Trustees believe that: the Pension Fund is inadequate to serve its intended purpose or pay benefits under the Plan; there are no living individuals who can qualify as eligible employees; the Employers and Unions who have signed the Trust Agreement agree to terminate the Plan; or termination is allowed as otherwise provided by law. If termination occurs, each Participant will be fully vested in, and have non-forfeitable rights to, the benefits earned through the date of the Plan's termination. Plan assets will be used to pay administrative expenses and benefits accrued under the Plan and will be allocated according to a formula set forth in the Plan document. Generally speaking, assets are first allocated to Plan administrative expenses, then to pension benefits, then to other Plan benefits guaranteed under Title IV of ERISA, then to other Vested benefits under this Plan, then to all other benefits under this Plan.

SECTION 11 QUALIFIED DOMESTIC RELATIONS ORDERS

11.1. WHAT ARE THE RIGHTS OF ALTERNATE PAYEES?

Federal law provides that in the event of a divorce or property settlement agreement, an Alternate Payee, as defined below, may have a right to receive some portion of your retirement benefits directly from the Fund. In such event, a court may direct that a portion of your retirement benefit be paid to specified Alternate Payees. The Fund will recognize such a court order and make direct payments to the specified Alternate Payee(s) only if it is a "Qualified Domestic Relations Order" ("QDRO") pursuant to federal law. The Fund Office has written procedures for notifying you of the receipt of a court order affecting your benefits and for determining if the court order is a QDRO.

For purposes of this Section, "Alternate Payee" means any Spouse, former Spouse, child or other dependent of a Participant who is recognized by a domestic relations order as having the right to receive all, or a portion of, the benefits payable under the Plan with respect to such Participant.

SECTION 12 GENERAL QUESTIONS AND ANSWERS

12.1. IF I OWE MONEY, CAN I SIGN OVER MY RIGHTS TO MY PENSION?

No. Except in the case of a Qualified Domestic Relations Order, an individual may not make an assignment or a pledge or in any way dispose of his/her pension payments. Any attempt to do so is void and of no affect. This prohibition is for your protection. To the extent permitted by law, pension payments are not subject to garnishment or attachment.

12.2. CAN AN EMPLOYEE RECEIVE A REFUND OF THE MONEY PAID TO THE PENSION FUND ON HIS/HER BEHALF BY HIS/HER EMPLOYERS?

No. There are no refunds of contributions.

12.3. MUST I RETIRE WHEN I REACH A PARTICULAR AGE?

No. Retirement under this Pension Plan is voluntary. However, the Fund will distribute, or begin to distribute, pension benefits no later than a Participant's required beginning date, as provided in Code § 401(a)(9).

12.4. WILL I RECEIVE PENSION CREDITS IF I CONTINUE TO WORK AFTER AGE SIXTY-TWO (62)?

Yes. You will receive pension credits as long as you work in Covered Employment.

12.5. CAN I RECEIVE SOCIAL SECURITY BENEFITS IN ADDITION TO THOSE PROVIDED BY THIS PLAN?

Yes. Social Security benefits paid by the Social Security Administration are independent of this Plan. You should file for any benefits you are entitled to receive from Social Security.

12.6. WHAT IS A "MANDATORY DISTRIBUTION" AND WHEN WOULD A MANDATORY DISTRIBUTION OCCUR?

A "mandatory distribution" is any distribution the Plan Administrator makes to you without your consent before you attain age sixty-two (62) or your Normal Retirement Date. The Plan generally does not make mandatory distributions, but in the event of a mandatory distribution greater than $1,000, the Plan Administrator will pay such madatory distribution in a direct rollover to an individual retirement plan designated by the Plan Administrator if you do not elect otherwise.

12.7. IS THERE A DISABILITY PENSION?

No. There is no disability pension.

SECTION 13 IMPORTANT PLAN INFORMATION

The following information provides important facts about the Plan that you should know.

13.1. PLAN NAME

This Plan is known as the Northern Minnesota-Wisconsin Area Retail Clerks Pension Fund.

13.2. PLAN ADMINISTRATION

A Board of Trustees is responsible for the operation of this Plan. The Board of Trustees consists of an equal number of Employer and Union representatives, selected by the Employers and Union respectively, that have entered into Collective Bargaining Agreements which require contributions to this Plan. If you wish to contact the Board of Trustees, you may use the address and phone number below.

BOARD OF TRUSTEES
Northern Minnesota-Wisconsin Area Retail Clerks Pension Fund
2002 London Rd
Suite 300
Duluth, MN 55812
Telephone: (218)728-4231 Toll Free (800)570-1012

The Board of Trustees is both the Plan Sponsor and Plan Administrator. As of January 1, 2017, the Trustees of this Plan are those listed at the beginning of this Summary Plan Description.

13.3. PLAN NUMBER

The number the Board of Trustees assigned to the Plan pursuant to instruction of the Internal Revenue Service is 001.

13.4. EMPLOYER IDENTIFICATION NUMBER

The Employer Identification Number (EIN) assigned to the Board of Trustees by the Internal Revenue Service is 41-6055635.

13.5. SERVICE OF LEGAL PROCESS

The Plan Administrator, as identified at the beginning of this SPD, is the Plan's agent for service of legal process. Accordingly, if legal disputes involving the Plan arise, any legal documents should be served upon the Plan Administrator at the address of the Fund Office or upon any of the Trustees.

13.6. COLLECTIVE BARGAINING AGREEMENTS

This Plan is maintained pursuant to Collective Bargaining Agreements between the Employers and the Union. All Collective Bargaining Agreements are available from the Fund Office upon written request and are available for examination by Participants and Beneficiaries. In addition, upon written request Participants and Beneficiaries may receive information (including a sponsor's address) from the Fund Office regarding whether a particular employer or employee organization is a sponsor of the Plan.

13.7. SOURCE OF CONTRIBUTIONS

The benefits described in this SPD are provided through Employer contributions. The amount of Employer contributions and the Employees on whose behalf contributions are made are determined by the provisions of the Collective Bargaining Agreements.

13.8. PENSION TRUST'S ASSETS AND RESERVES

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

13.9. PLAN YEAR

The records of the Plan are kept separately for each Plan Year. The Plan Year for benefit credit purposes is the calendar year which begins on January 1 and ends on December 31. The Plan's fiscal year, which is the period for which various governmental reports are filed is also a calendar year.

13.10. TYPE OF PLAN

The Plan is a defined benefit plan maintained for the exclusive purpose of providing retirement benefits to eligible Participants.

13.11. ELIGIBILITY AND BENEFITS

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

SECTION 14 PENSION BENEFIT GUARANTEE CORPORATION

Your pension benefits under this multiemployer plan are insured by the Pension Benefit Guaranty Corporation (PBGC), a federal insurance agency. A multiemployer plan is a collectively bargained pension arrangement involving two (2) or more unrelated employers, usually in a common industry.

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

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

The PBGC guarantee generally covers: (i) Normal and early retirement benefits; (ii) disability benefits if you become disabled before the Plan becomes insolvent; and (iii) certain benefits for your survivors.

The PBGC guarantee generally does not cover:

A. Benefits greater than the maximum guaranteed amount set by law;

B. Benefit increases and new benefits based on Plan provisions that have been in place for fewer than five (5) years at the earlier of:

    1. The date the plan terminates; or

    2. The time the plan becomes insolvent;

C. Benefits that are not vested because you have not worked long enough;

D. Benefits for which you have not met all of the requirements at the time the plan becomes insolvent; and

E. Non-pension benefits, such as health insurance, life insurance, certain death benefits, vacation pay, and severance pay.

For more information about the PBGC and the benefits it guarantees, ask your Plan Administrator or contact the PBGC's Technical Assistance Division, 1200 K Street NW, Suite 930, Washington DC 20005-4026 or call 202-326-4000 (not a toll free number). TTY/TTD users may call the federal relay service toll free at 1-800-877-8339 and ask to be connected to 202-326-4000. Additional information about the PBGC's pension insurance program is available through the PBGC's web site on the Internet at http://www.pbgc.gov.

SECTION 15 YOUR RIGHTS UNDER ERISA

As a Participant in the Northern Minnesota-Wisconsin Area Retail Clerks Pension Fund, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan Participants are entitled to the following rights.

15.1. RECEIVE INFORMATION ABOUT YOUR PLAN AND BENEFITS

A. You may examine, without charge, at the Fund Office and at other specified locations, such as work sites and Union halls, all documents governing the Plan, including insurance contracts, Collective Bargaining Agreements, and a copy of the latest annual report (Form 5500 Series) that the Plan filed with the U.S. Department of Labor and which is available at the Public Disclosure Room of the Pension and Welfare Benefit Administration.

B. You may obtain, upon written request to the Fund Office, copies of documents governing operation of the Plan, including insurance contracts and Collective Bargaining Agreements, and copies of the latest annual report (Form 5500 Series) and summary plan description. The Fund Office may charge a reasonable fee for the copies.

C. You may receive a summary of the Plan's annual financial report. The Fund Office is required by law to furnish each Participant with a copy of this summary annual report.

D. You may obtain a statement telling you whether you have a right to receive a pension at normal retirement age and if so, what your benefits would be at normal retirement age if you stop working under the Plan now. If you do not have a right to a pension, the statement will tell you how many years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once every twelve (12) months. The Plan must provide the statement free of charge.

15.2. PRUDENT ACTIONS BY PLAN FIDUCIARIES

A. In addition to creating rights for Plan Participants, ERISA imposes duties upon the people who are responsible for the operation of the Employee benefit plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan Participants and Beneficiaries.

B. No one, including your Employer, your Union or any other individual, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA.

15.3. ENFORCE YOUR RIGHTS

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

B. Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within thirty (30) days, you may file suit in a Federal court. In such a case, the court may require the Fund Office to provide the materials and pay you up to $110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Fund Office.

C. If you have a claim for benefits that is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the Plan's decision or lack of decision concerning the qualified status of a domestic relations order, you may file suit in Federal court.

D. If it should happen that Plan fiduciaries misuse the Plan's money or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the individual you have sued to pay these costs and fees. If you lose, the court, may order you to pay the costs and fees (for example, if it finds your claim is frivolous).

15.4. ASSISTANCE WITH YOUR QUESTIONS

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 Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor (listed in your telephone directory) or the Division of Technical Assistance and Inquiries, Pension and Welfare Benefits Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publication hotline of the Employee Benefits Security Administration.

NOTICE

Because this booklet is a "Summary Plan Description", it does not, and is not, required under Department of Labor regulation to contain an explanation of each and every provision or term contained in the more comprehensive "Plan Document". If your particular circumstances are not described, or you do not understand something in this Summary Plan Description, a copy of the complete Plan Document is available for review at the Fund Office. If you still have a problem after reviewing the Plan Document, please contact the Plan Administrator.