

**LETTER OF AGREEMENT
BETWEEN
UFCW LOCAL #1189
AND
LUND FOOD HOLDINGS, INC.**

The parties have agreed to allow for employees to make ROTH 401(k) elective deferrals to the United Food and Commercial Workers Local Union 1189 and St. Paul Food Employers Defined Contribution Plan. Therefore, the parties agree to amend the current collective bargaining agreement (CBA) by replacing the current language of SECTION 20.2 of the CBA with the following:

Section 20.2: Defined Contribution Plan

A. Contributions:

1. The Employer will make the following contributions to the United Food and Commercial Workers Local Union 1189 and St. Paul Food Employers Defined Contribution 401(a) Plan ("401(a) Plan" or "401(a) Fund") during the term of this Agreement for all bargaining unit employees (except Utility and Prime-Time employees) for all hours worked; together with hours of holiday and paid time off pay, up to forty (40) hours per week for up to fifty-two (52) weeks per year:

Classification	4/11/2022	4/10/2023
Full-Time Grocery Employees	\$1.89	\$1.93
Regular Part-Time Employees	\$1.39	\$1.43
Full-Time Meat Employees	\$2.06	\$2.10

2. No contribution shall be due to such Fund for any regular Part-Time employee until the employee has been employed for fifty-two (52) full calendar weeks in a position for which a contribution to such Fund is required.
- B.** Effective February 28, 1999, upon commencement of employment all eligible bargaining unit employees will be allowed to make pre-tax elective deferral 401(k) contributions into the United Food and Commercial Workers Local Union 1189 and St. Paul Food Employers Defined Contribution 401(k) Plan ("401(k) Plan" or "401(k) Fund"). Effective July 1, 2025, these employees will also be allowed to make post-tax ROTH elective deferral contributions into the 401(k) Fund. Such elective deferral contributions shall be made in accordance with the Plan's rules and regulations and subject to the limitations of Section 402(g)(1)(B) of the Internal Revenue Code. It is understood that the Employer shall have no obligation to make any contributions to the 401(k) Fund, to match any employee elective deferral contributions to the 401(k) Fund or otherwise fund the 401(k) Fund.
- C.** The 401(a) Plan and the 401(k) Plan are jointly administered by the Union and the Employers as provided for in the Trust Agreement which established the Plans. The Employer is bound by the Trust Agreement as it was developed by the parties and any amendments hereto.

- D. Notwithstanding the terms of this SECTION 20.2, the Employer's obligation to make contributions to any retirement plans or funds in effect at the time of ratification of this Agreement shall be contingent upon and subject to a determination that such contributions may be made by the Employer without violation of any laws or regulations applicable to it or of any trust agreements or participation agreements to which it is a party or by which it is otherwise bound.

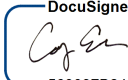
Term of Agreement

This Agreement shall remain in effect until such time that it can be addressed in negotiations for a successor agreement between the parties.

Signed this 14th day of July, 2025.

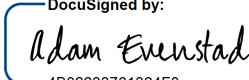
Accepted for the Employer:

LUND FOOD HOLDINGS, INC.

By: 
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Casey Enevoldsen, Vice President of Employee Experience

Accepted for the Union:

UNITED FOOD AND COMMERCIAL WORKERS UNION LOCAL #1189

By: 
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Adam Evenstad, President