

*Revised
GA*

Transition Agreement
(Grand Rapids Marketplace Foods)
(Grocery & Meat Units)

THIS AGREEMENT entered into as of this 19 day of May, 2017 by and between Miner's Incorporated, a Minnesota corporation ("Miner's") and the United Food and Commercial Workers Local Union Number 1189 ("Union").

Recitals

WHEREAS, Miner's is in the process of acquiring the assets of the grocery store located at 503 NW 4th Street, Grand Rapids, Minnesota 55744 ("New Store" or "Marketplace Foods"), from Johanneson's, Inc. ("Johanneson's"), whose employees are currently members of, and represented by the Union; and

WHEREAS, any acquisition by Miner's will be on the basis of an "asset purchase and sale" ("Asset Purchase") and the employment of all Johanneson's employees at the New Store will be terminated by Johanneson's; and

WHEREAS, Miner's anticipates that it will hire a substantial majority of the former Johanneson's employees to staff the New Store; and

WHEREAS, for convenience of the parties, new Miner's employees formerly employed by Johanneson's will be referred to hereafter as collectively as "former Johanneson's employees", "new hire(s)", or "New Employee(s)"; and

WHEREAS, Miner's is willing to recognize the Union as the exclusive bargaining representative of the former Johanneson's Employees and to enter a collective bargaining agreement with the Union (the "Union Contract") for the New Store; and

WHEREAS, as part of the acquisition process it is important to Miner's and the Union that they have an agreement on the application of the Union Contract as it relates to the New Store; and

WHEREAS, the parties have had discussions concerning the application of the Union Contract to the New Store.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein the parties agree as follows:

Agreement

1. Miner's will sign a Union Contract with the Union as the exclusive bargaining representative of the New Employees at the New Store, which contract will contain the union contract terms currently in place between the Union and Miner's "ARGA" store locations except as modified by this Agreement, to be effective only upon the closing of the Asset Purchase and Miner's taking physical possession of the New Store.

2. The parties agree that the following interpretation and application will apply to the Union Contract:

- (a) The collective bargaining agreement between the Union and Miner's that will apply to the New Store shall be the current collective bargaining agreement between the Union and Miner's "ARGA" store locations, subject to the modifications and interpretations set forth below.
- (b) All former Johanneson's employees hired by Miner's will be "new hires" under the Union Contract and will be treated as such for all purposes of Union Contract administration except as otherwise specifically set forth in this Agreement.
- (c) All New Employees will earn vacation benefits as new hires under the Union Contract beginning with their initial date of hire with Miner's. However, for purposes of calculating vacation, former Johanneson's employees receiving one (1) or more weeks of paid vacation as a Johanneson's employee will receive vacation benefit credit for all time worked as a Johanneson's employee. In no event shall an employee accrue more than three (3) weeks of annual vacation unless and until the Union Contract is modified to increase the vacation benefit for employees hired after April 30, 2005. Miner's agrees to allow former Johanneson's employees with one or more weeks of vacation to take unpaid time off during their first year of employment with Miner's equal to the number of weeks of vacation accrued while Johanneson's employees. Unpaid time off will be scheduled pursuant to vacation seniority rules contained in the Union Contract. Presently scheduled vacations for former Johanneson's employees will be honored to the best extent possible based on the reasonable needs of the business.
- (d) Miner's will pay union pension fund contributions on former Johanneson's employees at the contribution level for New Employees as set forth in the Union Contract.
- (e) All New Employees appointed to full-time positions (e.g. *FortyPlus*) with Miner's at the New Store will be treated as new full-time employees for purposes of health fund family contribution cost sharing (e.g. employee pays 12.5% of the difference between the family contribution rate and the single contribution rate) for family health coverage.. There shall be no health plan contribution waiting period for former Johanneson's "premium full-time employees" and "regular full-time employees" who were participants in the health plan on the date of termination from employment with Johanneson's.
- (f) Former Johanneson's "premium full-time employees" and "regular full-time employees" who did not complete the waiting period for health fund contributions at the time of their termination from employment with Johanneson's will restart the waiting period for health insurance contributions to be made on their behalf as set forth in the .
- (g) Former Johanneson's employees hired by Miner's will be slotted at the next higher wage rate on the appropriate Union Contract Appendix A wage scale above the employee's current wage rate as a Johanneson's employee as of the date of termination from employment with Johanneson's (the employee's "hire rate"). Thereafter the employee will progress from that hire rate through the wage step

progressions contained in the Union Contract. The foregoing notwithstanding and for wage purposes only, former Johanneson's employees with current wage rates above the top scale rate will be "red circled" at their current hourly wage rate and thereafter receive annual wage increases as over top scale employees as set forth in the Union Contract.

- (h) Except as provided in paragraphs (c) and (g) above relating to vacation and wages, no New Employee will receive any "hours credit" or "years of service credit" for prior industry work toward any employee benefit under the Union Contract based on time accruals.
- (i) Miner's will make the initial selection of employees at the New Store and any changes thereto within the first 60 days after taking possession of the New Store without posting the position and without regard to seniority. Thereafter, any promotion requirements of the Union Contract will apply.
- (j) Current Miner's employees (those on Miner's payroll prior to the closing of the Asset Purchase) transferred to the New Store during the ninety (90) day period after Miner's takes possession of the New Store will be deemed to have commenced employment at the former Johanneson's Store as of 12:01 a.m. on the date of closing. Former Johanneson's employees hired by Miner's will be assigned classification seniority within the Store in the order of their date of initial hire with Johanneson's.

3. In the unlikely event Miner's assumes Johanneson's pension fund withdrawal liability, the Union and Miner's will jointly solicit the pension fund trustees of the Northern Minnesota-Wisconsin Retail Clerks Pension Fund to agree to waive any bonding for withdrawal liability and release Johanneson's, as the seller, from withdrawal liability based on Miner's assumption of Johanneson's pension fund withdrawal liability.

4. The Union acknowledges that Miner's has and will rely to its detriment on the representations and agreements made by the Union in this Transition Agreement. The Union agrees that it shall be estopped from asserting claims against Miner's in contravention of the terms of this Agreement and this Agreement shall continue after Miner's and the Union have mutually entered the Union Contract with respect to the New Store. In the event there is a conflict between this Transition Agreement and the Union Contract, the provisions of this Transition Agreement will control.

5. The purpose of this Agreement is to promote harmonious labor relations and avoid labor unrest. To that end, the Union agrees that it will support and cooperate with Miner's in the implementation of this Agreement. Nothing contained herein is intended to compromise the Union's duty of fair representation to its members.

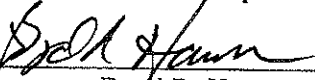
6. The parties agree that: (i) each party has reviewed and negotiated the terms and provisions of this Agreement and have contributed to its revision; (ii) in case of dispute the rule of construction to the effect that any ambiguities are resolved against the drafting party shall not be employed in the interpretation of this Agreement; and (iii) the terms and provisions of this Agreement shall be construed fairly as to all parties hereto and not in favor of or against any party, regardless of which party was generally responsible for the preparation of this Agreement.

This document is not intended to create nor will it be deemed to create a legally binding or enforceable offer or agreement of any type or nature, unless and until agreed to and executed by the Parties.

IN WITNESS WHEREOF the parties have set their hands this 19 day of May, 2017.

Miner's Incorporated

By:

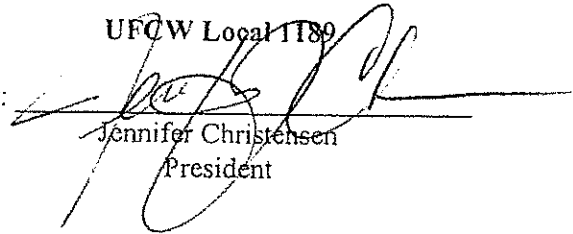


Boyd R. Hanson

Director of Human Resources

UFCW Local 1189

By:



Jennifer Christensen

President

Date of Hire	Department	Dept #	Hourly rate	New Rate	Status	Our status
2/11/2008	Grocery	1	\$18.61	\$18.61	Premium Full Time	FT
2/11/2008	Grocery	1	\$13.44	\$13.44	Full Time Regular	PT
2/11/2008	Grocery	1	\$12.79	\$12.79	Full Time Regular	PT
6/16/2014	Grocery	1	\$10.60	\$11.05	Full Time Regular	PT
7/5/2016	Grocery	1	\$10.00	\$10.55	Full Time Regular	PT
9/16/2013	Grocery	1	\$9.50	\$9.70	Part Time Regular	PT
2/11/2008	Dairy	2	\$21.25	\$21.50	Premium Full Time	FT
2/11/2008	Dairy	2	\$13.35	\$13.35	Full Time Regular	PT
7/21/2014	Dairy	2	\$9.50	\$9.70	Part Time Regular	PT
5/6/2016	Meat	7	\$21.11	\$23.20	Premium Full Time	FT
4/2/2008	Meat	7	\$13.78	\$14.00	Premium Full Time	FT
11/7/2015	Meat	7	\$13.78	\$14.00	Premium Full Time	FT
12/14/2016	Meat	7	\$10.00	\$10.55	Full Time Regular	PT
2/11/2008	Produce	8	\$21.25	\$21.50	Premium Full Time	FT
2/11/2008	Produce	8	\$11.53	\$11.90	Full Time Regular	PT
2/11/2008	Produce	8	\$10.92	\$11.05	Full Time Regular	PT
5/14/2015	Produce	8	\$9.50	\$9.70	Part Time Regular	PT
2/11/2008	Bakery	9	\$16.97	\$17.60	Premium Full Time	PT
2/11/2008	Bakery	9	\$13.35	\$13.35	Full Time Regular	PT
2/11/2008	Bakery	9	\$13.35	\$13.35	Full Time Regular	PT
8/1/2014	Bakery	9	\$10.35	\$10.55	Full Time Regular	PT
2/18/2016	Bakery	9	\$10.00	\$10.55	Full Time Regular	PT
8/20/2015	Bakery	9	\$9.50	\$9.70	Part Time Regular	PT
2/11/2008	Deli	10	\$20.67	\$20.90	Premium Full Time	FT
2/11/2008	Deli	10	\$13.35	\$13.35	Full Time Regular	PT
2/11/2008	Deli	10	\$13.35	\$13.35	Full Time Regular	PT
9/23/2016	Deli	10	\$10.50	\$10.55	Full Time Regular	PT
4/27/2015	Deli	10	\$10.35	\$10.55	Full Time Regular	PT
8/24/2012	Deli	10	\$9.50	\$9.70	Part Time Regular	PT
5/12/2016	Deli	10	\$9.50	\$9.70	Part Time Regular	PT
2/15/2017	Deli	10	\$9.50	\$9.70	Part Time Regular	PT
4/10/2017	Deli	10	\$9.50	\$9.70	Part Time Regular	PT
2/11/2008	Cashier	114	\$15.45	\$15.45	Premium Full Time	FT
2/11/2008	Cashier	114	\$13.77	\$13.77	Full Time Regular	PT
2/11/2008	Cashier	114	\$13.35	\$13.35	Full Time Regular	PT
2/11/2008	Cashier	114	\$13.35	\$13.35	Full Time Regular	PT
9/6/2014	Cashier	114	\$11.60	\$11.90	Full Time Regular	PT
2/11/2008	Cashier	114	\$10.92	\$11.50	Full Time Regular	PT
10/2/2012	Cashier	114	\$10.35	\$10.55	Full Time Regular	PT
7/24/2014	Cashier	114	\$10.35	\$10.55	Full Time Regular	PT
11/21/2015	Cashier	114	\$10.00	\$10.55	Full Time Regular	PT
4/21/2016	Cashier	114	\$10.00	\$10.55	Full Time Regular	PT
6/17/2014	Cashier	114	\$9.50	\$9.70	Part Time Regular	PT
1/27/2016	Cashier	114	\$9.50	\$9.70	Part Time Regular	PT
6/25/2016	Cashier	114	\$9.50	\$9.70	Part Time Regular	PT
11/1/2016	Cashier	114	\$9.50	\$9.70	Part Time Regular	PT
3/20/2017	Cashier	114	\$9.50	\$9.70	Part Time Regular	PT
2/11/2008	Scanning	117	\$11.52	\$11.90	Full Time Regular	PT
1/17/2014	Scanning	117	\$9.50	\$9.70	Part Time Regular	PT
2/11/2008	Bagging/courtesy	118	\$10.92	\$10.92	Full Time Regular	PT
5/1/2014	Bagging/courtesy	118	\$9.50	\$9.70	Part Time Regular	PT
4/5/2017	Bagging/courtesy	118	\$9.50	\$9.70	Part Time Regular	PT
4/19/2017	Bagging/courtesy	118	\$9.50	\$9.70	Part Time Regular	PT