

TRANSITION AGREEMENT

This Transition Agreement ("Agreement") is made by and between Jerry's Enterprises, Inc. (the "Company") and United Food & Commercial Workers Local 1189, including its affiliate the United Food & Commercial Workers International Union (the "Union"), collectively the "Parties".

WHEREAS, the Company has discussed with the Union its interest in acquiring the assets of certain Rainbow Foods stores;

WHEREAS, the employees of those Rainbow Foods stores are currently represented by the Union pursuant to a collective bargaining agreement ("RBF LLC CBA");

WHEREAS, following the asset purchase, the Company will continue to operate the following Rainbow Foods store as Rainbow Foods (the "Store"):

- 1660 S. Robert St. West St. Paul, Minnesota

WHEREAS, the Parties have a mutual interest in ensuring a smooth transition and labor peace following the acquisition, including minimizing the risk of any grievances, litigation or other disputes regarding their contractual rights and obligations in connection with the acquisition;


NOW THEREFORE, the Parties agree as follows:

1. Following the execution of an Asset Purchase Agreement ("APA"), the Company will begin the hiring process.
2. In order to facilitate the hiring process, the Company shall be permitted to hold job fairs for affected Rainbow employees at the Union Hall.
3. While the Company is not required to interview or hire Rainbow employees, the Company will give consideration, on a store-by-store basis, to hiring those applicants that have been continuously employed at the acquired Rainbow stores prior to January 1, 2013.
4. All applicants will be subject to the Company's normal screening procedures for applicants, including but not limited to post-offer, pre-employment drug tests, background checks, and employment verification.
5. If the Union is entitled to recognition as the collective bargaining representative of the employees at any of the Stores pursuant to the National Labor Relations Act ("NLRA"), the terms of the RBF LLC CBA will apply to such Store except as follows
 - a. All former Rainbow Foods employees who are applicants and who are hired will be required to pass a 90 calendar -day probationary period, which may be extended by an additional 30 calendar days as mutually agreed between the Union and the Company.
 - b. All former Rainbow Foods employees who are applicants and who are hired will be treated as a new hire; their seniority date after completing the probationary period will be their date of hire by the Company, except that they will be able to exercise their former Rainbow seniority against

each other for purposes of scheduling, and after one year of employment, for selection and scheduling of vacation.

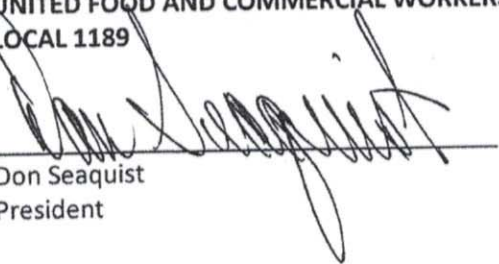
- c. New hires from Rainbow Foods will not have any paid vacation during their first year of employment but may take unpaid vacations. Credit for prior service with Rainbow Foods may be granted only for purposes of determining eligibility for unpaid vacation during the first year of employment and for paid vacation in subsequent years.
 - d. New Hires from Rainbow Foods shall have no seniority rights outside of the store in which they are hired, nor shall they have the right to transfer or "bump" out of such store.
- 6.
- a. The RBF LLC CBA will be amended and modified wherever and to the extent necessary to continue in full force and effect the initial terms set forth in Paragraph 5(a) through (d) above;
 - b. The Company will continue to make contributions to the National Meat Cutters Pension Fund in accordance with the terms of the RBF LLC CBA, but the Company reserves its right, in its sole discretion, to withdraw from participation in said fund at any time during the effective dates of the RBF LLC CBA.
7. This is a complete statement of the Parties' Agreement.

[COMPANY]

Signed: 
Name: Molly Mirtz
Title: Director HR

Date: 7/16/2014

UNITED FOOD AND COMMERCIAL WORKERS
LOCAL 1189


Don Seaquist
President

Date: 7/16/2014