October 6, 2026

Submitted Electronically through PBGC Filing Portal

Pension Benefit Guaranty Corporation
445 12th Street SW
Washington, DC 20024-2101

Dear Sir or Madam,

Pursuant to Pension Benefit Guaranty Corporation's ("PBGC") Final Rule, 29 C.F.R. § 4262, issued under Section 4262 of the Employee Retirement Income Security Act of 1974, as amended, the Board of Trustees of the UFCW Local 1262 Retail (Non-Food) Industry Pension Plan ("Plan") submits this Application, and its accompanying Exhibits, to PBGC for approval of Special Financial Assistance.

The Plan's identifying information, the filer name and contact information and the total amount of Special Financial Assistance requested is included within Attachment A to this cover letter.

Sincerely,

The Retail Store Employees Union Local 1262 Retail (Non-Food) Industry Pension Plan by their duly authorized Trustees:

Authorized Trustee

By: Michael DeMartino
Michael DeMartino, Trustee

Authorized Trustee

By: Patrick Durning
Patrick Durning, Trustee

ATTACHMENT A

Plan Identifying Information

1) **Name of Plan:** UFCW Local 1262 Retail (Non-Food) Industry Pension Plan
2) **Employer Identification Number:** 22-6181292
3) **Three-digit Plan Number:** 002
4) **Notice of Filer Name:** Christian Benjaminson, FSA, EA, MAAA
   Enrolled Actuary No.: 26-07015
   Cheiron
   701 East Gate Drive, Suite 330
   Mount Laurel, NJ 08054
   (703) 893-1456, ext. 1002
   cbenjaminson@cheiron.us
5) **Role of Filer:** Plan Actuary
6) **Total Amount of SFA Requested:** $13,041,255

UFCW Local 1262 Retail (Non-Food) Industry Pension Plan
EIN / Plan No.: 22-6181292 / 002

SFA Eligibility

The UFCW Local 1262 Retail (Non-Food) Industry Pension Plan ("Plan") is claiming eligibility under Section 4262.3(a)(1). Although the Plan does not have a zone certification for 2020, 2021 or 2022, it clearly satisfies the conditions for critical and declining status within the meaning of section 305(b)(6) of ERISA for 2022 (and also for 2020 and 2021 but eligibility is only being claimed for 2022).

Below we demonstrate how the Plan satisfies the two requirements to be critical and declining under the meaning of 305(b)(6): first that it is critical and declining under the meaning of 305(b)(2), and second that it is projected to become insolvent within the time period specified by this statute.

Specifically, the Plan clearly satisfies the requirements to be in critical status per section 305(b)(2)(A):

> *(i) the funded percentage of the plan is less than 65 percent, and*
>
> *(ii) the sum of –*
>
> > *(I) the fair market value of plan assets, plus*
> > *(II) the present value of the reasonably anticipated employer contributions for the current plan year and each of the 6 succeeding plan years, assuming that the terms of all collective bargaining agreements pursuant to which the plan is maintained for the current plan year continue in effect for succeeding plan years, is less than the present value of all nonforfeitable benefits projected to be payable under the plan during the current plan year and each of the 6 succeeding plan years (plus administrative expenses for such plan years)."*

The support for statement (i) above is that the Plan's funded percentage is essentially zero percent. Note that no assumptions[1] are needed to reach that conclusion, since the plan is insolvent and its only assets are small transfers from regular financial assistance, which are considered loans.

		1/1/2022
Market Value of Assets	$	225,803
Actuarial Liability		6,438,001
Funded Ratio		3.5%

[1] While immaterial for this purpose, the assumptions used are the same as the pre-2021 zone certification assumptions disclosed in Template 10.

SFA Eligibility

Similarly, statement (ii) above is clearly true as shown by the calculations below.

	Employer Contributions	Withdrawal Liability Payments	Administrative Expenses	Projected Benefit Payments
2022	$ -	$ -	$ (182,000)	$ (797,369)
2023	-	-	(176,810)	(766,012)
2024	-	-	(171,525)	(733,791)
2025	-	-	(166,178)	(700,969)
2026	-	-	(160,790)	(667,765)
2027	-	-	(155,383)	(634,364)
2028	-	-	(149,968)	(600,926)
Present Value (PV)	-	-	(872,856)	(3,693,962)

Market Value of Assets	$ 225,803
PV over current plus 6 years of:	
Employer Contributions	-
WL Payments	-
Administrative Expenses	(872,856)
Projected Benefit Pmts	(3,693,962)
Total	(4,341,015)

Furthermore, the Plan clearly satisfies the "declining" condition of section 305(b)(6) because "the plan is projected to become insolvent… during the current plan year or any of the… 19 succeeding plan years" (with 19 being the applicable solvency horizon since the inactive to active participant ratio exceeds 2 to 1, given that there are no active participants, and the plan is less than 80% funded). As shown by the projection below, the plan is expected to be insolvent in the first year of the projection. In fact, administrative expenses alone are more than the market value of assets.

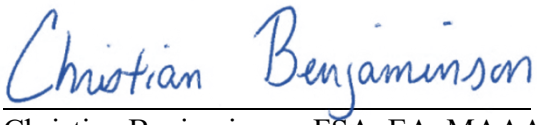
	Market Value of Assets	Projected Withdrawal Liability Payments	Projected Contributions	Projected Benefit Payments	Projected Expenses	Projected Investment Earnings
1/1/2022	$ 225,803	$ -	$ -	$ (797,369)	$ (182,000)	$ (17,891.96)
1/1/2023	$ (771,458)					

This certification was prepared in accordance with generally recognized and accepted actuarial principles and practices and our understanding of the Code of Professional Conduct and applicable Actuarial Standards of Practice set out by the Actuarial Standards Board as well as applicable laws and regulations. Furthermore, as credentialed actuaries, we meet the Qualification Standards of the American Academy of Actuaries to render the opinion contained in this certification. This certification does not address any contractual or legal issues. We are not attorneys, and our firm does not provide any legal services or advice.

UFCW Local 1262 Retail (Non-Food) Industry Pension Plan
EIN / Plan No.: 22-6181292 / 002

SFA Eligibility

This certification was prepared exclusively for the UFCW Local 1262 Retail (Non-Food) Industry Pension Plan and their application for special financial assistance. Other users of this certification are not intended users as defined in the Actuarial Standards of Practice, and Cheiron assumes no duty or liability to such other users.



Christian Benjaminson, FSA, EA, MAAA
Cheiron, Inc.
Principal Consulting Actuary
Enrolled Actuary No: 26-07015
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October 9, 2026



Brett Warren, FSA, EA, MAAA
Cheiron, Inc.
Principal Consulting Actuary
Enrolled Actuary No: 26-08320
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(703) 893-1456 (ext. 1032)
October 9, 2026

UFCW Local 1262 Retail (Non-Food) Industry Pension Plan
EIN / Plan No.: 22-6181292 / 002

SFA Checklist #34a - Section E, Item (5)
Actuarial Certification of SFA Amount

We hereby certify that the requested amount of special financial assistance ("SFA") of **$13,041,255**, is the amount to which the UFCW Local 1262 Retail (Non-Food) Industry Pension Plan ("Plan") is entitled under section 4262(j)(1) of ERISA and §4262.4 of PBGC's SFA regulation based on a May 31, 2025 SFA measurement date.

This certification is based on the participant data provided by the Plan Administrator as of January 1, 2025, an SFA measurement date of May 31, 2025, the fair market value of assets as of the SFA measurement date provided by the Plan Administrator, and the assumptions outlined in the attachment. We performed an informal examination of the obvious characteristics of the data provided for reasonableness and consistency in accordance with Actuarial Standard of Practice #23, *Data Quality*.

This certification was prepared in accordance with generally recognized and accepted actuarial principles and practices and our understanding of the Code of Professional Conduct and applicable Actuarial Standards of Practice set out by the Actuarial Standards Board as well as applicable laws and regulations. Furthermore, as credentialed actuaries, we meet the Qualification Standards of the American Academy of Actuaries to render the opinion contained in this certification. This certification does not address any contractual or legal issues. We are not attorneys, and our firm does not provide any legal services or advice.

This certification was prepared exclusively for the UFCW Local 1262 Retail (Non-Food) Industry Pension Plan and its application for special financial assistance. Other users of this certification are not intended users as defined in the Actuarial Standards of Practice, and Cheiron assumes no duty or liability to such other users.

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October 6, 2026

Attachment

UFCW Local 1262 Retail (Non-Food) Industry Pension Plan
EIN / Plan No.: 22-6181292 / 002

SFA Checklist #34a - Section E, Item (5)
Actuarial Assumptions Used to Determine SFA Amount

1. Introduction

Since the Plan terminated on February 7, 2001, which is pre-PPA, the de facto "pre-2021" zone certification would be the last time the funding standard account was maintained. Therefore, the assumptions disclosed in the 2001 Schedule B to the Form 5500 was the basis for the "pre-2021 Zone Certification" assumptions, namely: assumed mortality of GAM83 and a funding discount rate of 7%.

Since the Plan is insolvent, the PBGC requires an actuarial valuation to be completed every five years. Per our pre-application call with PBGC on August 14, 2026, the "baseline" assumptions used in the analysis reported in Template 5A are those that are disclosed in the latest PBGC required 2024 valuation, namely: assumed mortality and expense assumption in accordance with ERISA Section 4044.

2. Census Data, Basis for Projections

Data was provided by the plan administrator as of January 1, 2025.

3. Interest Rates

Non-SFA Interest Rate:	7.00%; as prescribed under § 4262.4(e)(1)
SFA Interest Rate:	5.95%; as prescribed under § 4262.4(e)(2)

The interest rate used for the Plan's most recent funding standard account purposes is 7.0%.

4. Administrative Expenses

Expense in year of the SFA measurement date was equal to actual 2025 annual expenses of $87,941 as reported on the draft 2025 audited financials, prorated for the seven months in the partial projection year.

2026 expenses of $164,232 ($73,232 in regular ongoing administrative expenses plus $91,000 in one-time fees related to the SFA application). The regular ongoing expenses are developed by applying 2.5% inflation to 2025 actual expenses, except that no actuarial fees are assumed. No PBGC premiums are assumed for 2026.

2027 expenses of $183,753 ($24,313 PBGC premiums plus $139,440 regular ongoing administrative expenses plus $20,000 in one-time fees related to SFA work). In general, the values for 2027 are the same as for 2026 with an additional year of inflation, except that legal fees are assumed to be $20,000 and new categories have been added for PBGC premiums, investment consulting fees, and actuarial fees.

2028 through 2051 expenses are projected based on 2027 values, increased 2.5% per year for inflation, except that PBGC premiums are adjusted to reflect projected headcount declines and to reflect the $52 flat rate premium for 2031. In addition, any one-time expenses expected to be incurred in 2027 were removed from the estimates in 2028+.

Finally, total annual administrative expense in each future plan year, excluding PBGC premiums, are limited to the median inflation-adjusted per participant non-PBGC premium expenses of similar sized multiemployer pension plans based on non-PBGC premium expenses reported in the DOL's 2024 Form 5500 dataset. Note that this ceiling is not exceeded in any projection year.

As mentioned above, total annual administrative expenses, excluding PBGC premiums, in each future plan year were limited to the median inflation-adjusted per participant non-PBGC premium expenses of similar sized multiemployer pension plans based on expenses, excluding PBGC premiums, reported in the DOL's 2024 Form 5500 dataset. This is being used as a substitute for the "percent of benefits cap" in the SFA Assumptions Guidance because headcount is a better proxy for plan size than benefit payments. The table below shows the reported median per participant expenses, before inflation adjustment and excludes PBGC premiums. Note that a fresh look-up to that table is performed in each projection year in order to reflect that per participant expenses increase as the Plan's total participation declines.

Median per-Participant Administrative Expenses, excluding PBGC Premiums and before Inflation Adjustment		
Lower Headcount	**Upper Headcount**	**Per Participant Ceiling**
0	100	$1,811
100	200	983
200	300	879
300	400	854
400	500	690
500	1,000	556

5. Rates of Mortality

- Healthy Lives: For Post-Commencement, Pri-2012 mortality table amount weighted with blue-collar adjustment, non-disabled annuitant tables (sex distinct), projected generationally with scale MP-2021.

  For Pre-Commencement, Pri-2012 mortality table amount weighted with blue-collar adjustment, employee tables (sex distinct), projected generationally with scale MP-2021.

- Disabled Lives: There is no separate assumption for disabled participants.

- Survivor Lives: There is no separate assumption for survivors.

6. Rate of Retirement for Terminated Vested Participants

Assumed to retire at the earlier of age 62 and current age.

SFA Checklist #34a - Section E, Item (5)
Actuarial Assumptions Used to Determine SFA Amount

7. Rates of Disability

None assumed.

8. Form of Payment for Terminated Vested Participants

- 75% elect a Single Life Annuity
- 20% elect a 50% J&S Annuity
- 5% elect a 75% J&S Annuity

9. Late Retirement Adjustments

For terminated vested participants past their normal retirement age as of the census date, actuarial increases were applied from normal retirement age to the earlier of i) age at assumed benefit commencement or ii) age on Required Beginning Date (RBD).

10. Marital Status for Terminated Vested Participants

80% of males and 65% of females are assumed to be married.

11. Spouse Age Difference

Wives are assumed to be three years younger than their husbands.

12. "Missing" Terminated Vested Participants

Terminated vested participants that are age 80 and over are excluded.

13. Other

There is no missing or incomplete data.

14. Contribution Base Units

None assumed, as there are no contributing employers

15. Contribution Rate

None assumed, as there are no contributing employers

16. Assumed Withdrawal Payments – Currently Withdrawn Employers

None assumed, as there are no withdrawn employers making payments.

SFA Checklist #34a - Section E, Item (5)
Actuarial Assumptions Used to Determine SFA Amount

17. Justification for Actuarial Assumptions

Assumptions for mortality and the improvement scale, retirement age for terminated vested participants, late retirement adjustments, age difference between participant and spouse, form of payment elections for terminated vested participants, "missing" terminated vested participants, and future administrative expenses were updated to reflect analysis prepared in conjunction with the Plan's application for Special Financial Assistance.

UFCW Local 1262 Retail (Non-Food) Industry Pension Plan

EIN / Plan No.: 22-6181292 / 002

SFA Checklist #35 - Section E, Item (6)

FAIR MARKET VALUE CERTIFICATION

As required by 29 C.F.R. §4262.8(A)(4)(ii) for the application for special financial assistance ("SFA Application") for the UFCW Local 1262 Retail (Non-Food) Industry Pension plan ("Plan"), we, Michael DeMartino and Patrick Durning, as authorized members of the Board of Trustees of the Plan, hereby certify the accuracy of the Plan's fair market value of assets as of May 31, 2025 ("SFA Measurement Date") in the amount of $271,268.

This amount is based on the attached September 30, 2025 bank statements provided by the Plan Administrator and reconciled by taking the audited Financial Statements of December 31, 2024, converting from accrual accounting to cash accounting, and rolling-forward to May 31, 2025, reflecting the cash flows from the attached unaudited monthly statement of revenues and expenses, as shown below.

Asset Reconciliation from 12/31/2024 to 5/31/2025		
12/31/2024 Assets per Audited Financials		**$276,067.00**
12/31/2024 Prepaid Expenses	798.00	
12/31/2024 Pension Overpayment	111,238.00	
12/31/2024 Accrued Expenses	(9,503.00)	
12/31/2024 Assets on Cash Basis		**$173,534.00**
Contributions and Withdrawal Liability payments	$0.00	
PBGC Income	$430,300.00	
Interest Income	$475.00	
Total Income		**$430,775.00**
Pension Benefits		**(304,234.00)**
Administrative Fees	($15,600.00)	
Actuarial Fees	($3,995.00)	
Bank Charges	($5,056.00)	
Crime Insurance	($1,286.00)	
Professional Fees	($1,000.00)	
Legal Fees	($1,870.00)	
Total Expenses		**($28,807.00)**
5/31/2025 Rolled-Forward Assets		**$271,268.00**
5/31/2025 Assets per Bank Statements		**$271,267.65**
Rounding difference		$0.35

IN WITNESS WHEREOF, the Board has caused this instrument to be executed on the 6th day of October, 2026.

Authorized Trustees

Michael DeMartino
October 6, 2026

Patrick Durning
October 6, 2026

PENALTY OF PERJURY STATEMENT

Under penalty of perjury under the laws of the United States of America, I declare that I am an authorized trustee who is a current member of the board of trustees of the UFCW Local 1262 Retail (Non-Food) Industry Pension Plan and that I have examined this application, including accompanying documents, and, to the best of my knowledge and belief, the application contains all the relevant facts relating to the application; all statements of fact contained in the application are true, correct and not misleading because of omission of any material fact; and all accompanying documents are what they purport to be.

IN WITNESS WHEREOF, the Board has caused this instrument to be executed on the 6th day of October, 2026.

Authorized Trustee

By: Michael DeMartino

Michael DeMartino, Trustee

Authorized Trustee

By: Patrick Durning

Patrick Durning, Trustee

SFA Checklist #36 - Section E, Item (7)

AMENDMENT TO THE

UFCW LOCAL 1262 RETAIL (NON-FOOD) INDUSTRY PENSION PLAN

(Amended and Restated Effective January 1, 2010)

Background

1. The Board of Trustees (the "Board") of the UFCW Local 1262 Retail (Non-Food) Industry Pension Fund (the "Fund") has applied to the Pension Benefit Guaranty Corporation ("PBGC") under section 4262 of the Employment Retirement Income Security Act of 1974, as amended ("ERISA"), and 29 C.F.R. § 4262 for special financial assistance for the Plan.

2. 29 C.F.R. § 4262.6(e)(1) requires that the plan sponsor of a plan applying for special financial assistance amend the written instrument governing the plan to require that the plan be administered in accordance with the restrictions and conditions specified in section 4262 of ERISA and 29 C.F.R. part 4262 and that the amendment be contingent upon approval by PBGC of the plan's application for special financial assistance.

3. Section 11.1 of the UFCW Local 1262 Retail (Non-Food) Industry Pension Plan, amended and restated effective January 1, 2010, as amended ("Plan Document") authorize the Board of Trustees to amend the Plan Document.

4. Article VIII, Section B of the Fund's Agreement and Declaration of Trust, allows the Trustees to allocate fiduciary responsibility among themselves or to a committee of Trustees. At a duly noticed meeting of the Board held on August 20, 2026, the Board resolved to delegate to Trustee Michael Demartino and Trustee Patrick Durning, authority to approve and execute all documents and certifications required as part of the special financial assistance application process under the law, including, but not limited to, amending the Plan document in accordance with Section 4262.6(e)(1).

Amendment

The Plan Document is amended by adding a new Section 18, Special Financial Assistance, to read as follows:

SECTION XV SPECIAL FINANCIAL ASSISTANCE

A. Beginning with the SFA measurement date selected by the Plan in the Plan's application for special financial assistance, notwithstanding anything to the contrary in this or any other document governing the Plan, the Plan shall be administered in accordance with the restrictions and conditions specified in section 4262 of ERISA and 29 CFR part 4262. This amendment is contingent upon approval by PBGC of the Plan's application for special financial assistance.

Michael DeMartino
Trustee

Patrick Durning
Trustee

Date: October 6, 2026

EIN/Plan No.: 22-6181292 / 002

SFA Checklist #37 - Section E, Item (8)

CERTIFICATION THAT THE PLAN AMENDMENT TO REINSTATE SUSPENDED BENEFITS WILL BE TIMELY ADOPTED

As required by 29 C.F.R. §4262.6(e)(2) for the application for special financial assistance ("SFA Application") for the UFCW Local 1262 Retail (Non-Food) Industrial Pension Plan ("Plan"), we Michael De Martino and Patrick Durning, as duly authorized members of the Board of Trustees of the Plan, hereby certify that the proposed plan amendment to the UFCW Local 1262 Retail (Non-Food) Industry Pension Plan amended and restated effective January 1, 2010 to reinstate benefits that were suspended under section 4245(a) of ERISA due to plan insolvency, which proposed amendment is submitted herewith as part of the Application, will be timely adopted upon approval by the Pension Benefit Guaranty Corporation of the Application.

Michael DeMartino
Trustee

Patrick Durning
Trustee

Date: October 6, 2026

UFCW Local 1262 Retail (Non-Food) Industry Pension Plan
EIN/Plan No.: 22-6181292 / 002

SFA Checklist #37 - Section E, Item (8)

PROPOSED PLAN AMENDMENT TO REINSTATE SUSPENDED BENEFITS

AMENDMENT TO THE PLAN DOCUMENT FOR THE UFCW Local 1262 Retail (Non-Food) Industry Pension Plan

Background

1. The Board of Trustees of the UFCW Local 1262 Retail (Non-Food) Industrial Pension Plan (the "Board") has applied to the Pension Benefit Guaranty Corporation ("PBGC") under section 4262 of the Employment Retirement Income Security Act of 1974, as amended ("ERISA"), and 29 C.F.R. § 4262 for special financial assistance for the UFCW Local 1262 Retail (Non-Food) Industrial Pension Plan (the "Plan").

2. 29 C.F.R. §§ 4262.6(e)(2) and 4262.15(a) require that the plan sponsor of a plan that is applying for special financial assistance and that suspended benefits under section 305(e)(9) or 4245(a) of ERISA amend the written instrument governing the plan to reinstate such suspended benefits and provide make-up payments in accordance with guidance issued by the Secretary of the Treasury under section 432(k) of the Internal Revenue Code (which was issued in IRS Notice No. 2021-38).

3. 29 C.F.R. § 4262.7(e)(2) requires that an application for special financial assistance for a plan that suspended benefits under section 305(e)(9) or 4245(a) of ERISA include a copy of the proposed plan amendment required under section 4262.6(e)(2) of ERISA and certification by the plan sponsor that the plan amendment will be timely adopted. Section 4262.7(e)(2) further requires (1) that such certification be signed either by all members of the plan's board of trustees or by one or more trustees duly authorized both to sign the certification on behalf of the entire board and to commit the board to timely adopting the amendment after the plan's application for special financial assistance is approved, and (2) that each signature be accompanied by the printed name and title of the signer.

4. Benefits under the Plan have been suspended under section 4245(a) of ERISA due to plan insolvency.

5. Under Section 11 of the Plan Document for the UFCW Local 1262 Retail (Non-Food) Industrial Pension Plan amended and restated effective January 1, 2010 ("Plan Document"), the Board has the power to amend the Plan Document.

Amendment

The Plan Document is amended by adding the following paragraphs to the end of Section 18:

"B. Effective as of the first month in which special financial assistance is paid to the Plan, the Plan shall reinstate all benefits that were suspended under section 305(e)(9) or 4245(a) of ERISA.

SFA Checklist #37 - Section E, Item (8)

PROPOSED PLAN AMENDMENT TO REINSTATE SUSPENDED BENEFITS

C. The Plan shall pay each participant and beneficiary that is in pay status as of the date special financial assistance is paid to the Plan the aggregate amount of their benefits that were not paid because of the suspension, with no actuarial adjustment or interest. Such payment shall be made in a lump sum no later than 3 months after the date the special financial assistance is paid to the Plan, irrespective of whether the participant or beneficiary dies after the date special financial assistance is paid."

_____	_____
Michael DeMartino	Patrick Durning
Trustee	Trustee

Date: TBD

Application Checklist

v20240717p

Instructions for Section E, Item 1 of the Instructions for Filing Requirements for Multiemployer Plans Applying for Special Financial Assistance (SFA):

The Application to PBGC for Approval of Special Financial Assistance Checklist ("Application Checklist" or "Checklist") identifies all information required to be filed with an initial or revised application. For a supplemented application, instead use "Application Checklist - Supplemented." The Application Checklist is not required for a lock-in application.

For a plan required to submit additional information described in Addendum A of the SFA Filing Instructions, also complete Checklist Items #40.a. to #49.b., and if there is a merger as described in Addendum A, also complete Checklist Items #50 through #63.

Applications (including this Application Checklist), with the exception of lock-in applications, must be submitted to PBGC electronically through PBGC's e-Filing Portal, (https://efilingportal.pbgc.gov/site/). After logging into the e-Filing Portal, go to the Multiemployer Events section and click "Create New ME Filing." Under "Select a filing type," select "Application for Financial Assistance – Special." Note: revised and supplemented applications must be submitted by selecting "Create New ME Filing."

Note: If you go to the e-Filing Portal and do not see "Application for Financial Assistance – Special" under the "Select a Filing Type," then the e-Filing Portal is temporarily closed and PBGC is not accepting applications (other than lock-in applications) at the time, unless the plan is eligible to make an emergency filing under § 4262.10(f). PBGC's website, *www.pbgc.gov*, will be updated when the e-Filing Portal reopens for applications. PBGC maintains information on its website at *www.pbgc.gov* to inform prospective applicants about the current status of the e-Filing portal, as well as to provide advance notice of when PBGC expects to open or temporarily close the e-Filing Portal.

General instructions for completing the Application Checklist:

Complete all items that are shaded:

If required information was already filed: (1) through PBGC's e-Filing Portal; or (2) through any means for an insolvent plan, a plan that has received a partition, or a plan that submitted an emergency filing, the filer may either upload the information with the application or include a statement in the Plan Comments section of the Application Checklist indicating the date on which and the submission with which the information was previously filed. For any such items previously provided, enter N/A as the **Plan Response**.

For a revised application, the filer may, but is not required to, submit an entire application. For all Application Checklist Items that were previously filed that are not being changed, the filer may include a statement in the Plan Comments section of the Application Checklist to indicate that the other information was previously provided as part of the initial application. For each, enter N/A as the **Plan Response**.

Instructions for specific columns:

Plan Response: Provide a response to each item on the Application Checklist, using only the **Response Options** shown for each Checklist Item.

Name(s) of Files Uploaded: Identify the full name of the file or files uploaded that are responsive to the Checklist Item. The column **Upload as Document Type** provides guidance on the "document type" to select when submitting documents on PBGC's e-Filing Portal.

Page Number Reference(s): For Checklist Items #22 to #29c, submit all information in a single document and identify here the relevant page numbers for each such Checklist Item.

Plan Comments: Use this column to provide explanations for any **Plan Response** that is N/A, to respond as may be specifically identified for Checklist Items, and to provide any optional explanatory comments.

Additional guidance is provided in the following columns:

Upload as Document Type: When uploading documents in PBGC's e-Filing Portal, select the appropriate Document Type for each document that is uploaded. This column provides guidance on the Document Type to select for each Checklist Item. You may upload more than one document using the same Document Type, and there may be Document Types on the e-Filing Portal for which you have no documents to upload.

Required Filenaming (if applicable): For certain Checklist Items, a specified format for naming the file is required.

SFA Instructions Reference: Identifies the applicable section and item number in PBGC's Instructions for Filing Requirements for Multiemployer Plans Applying for Special Financial Assistance.

You must select N/A if a Checklist Item # is not applicable to your application. Your application will be considered incomplete if No is entered as a Plan Response for any of Checklist Items #1 through #39 on the Application Checklist. If there has been an event as described in § 4262.4(f), complete Checklist Items #40.a. through #49.b., and if there has been a merger described in Addendum A, also complete Checklist Items #50 through #63. Your application will be considered incomplete if No is entered as a Plan Response for any of Checklist Items #40.a. through #49.b. if you are required to complete Checklist Items # 40.a. through #49.b. Your application will also be considered incomplete if No is entered as a Plan Response for any of Checklist Items #50 through #63 if you are required to complete Checklist Items #50 through #63.

If a Checklist Item # asks multiple questions or requests multiple items, the Plan Response should only be Yes if the plan is providing all information requested for that Checklist Item.

Note, a Yes or No response is also required for Checklist Items #a through #f.

Note, in the case of a plan applying for priority consideration, the plan's application must also be submitted to the Treasury Department. If that requirement applies to an application, PBGC will transmit the application to the Treasury Department on behalf of the plan. See IRS Notice [NOTICE] for further information.

All information and documentation, unless covered by the Privacy Act, that is included in an SFA application may be posted on PBGC's website at *www.pbgc.gov* or otherwise publicly disclosed, without additional notification. Except to the extent required by the Privacy Act, PBGC provides no assurance of confidentiality in any information included in an SFA application.

Version Updates (newest version at top)

Version	Date updated

v20240717p	07/17/2024	Update checklist items 11.c, 34.a, and 35 for death audit requirements and to align with instructions
v07272023p	07/27/2023	Updated checklist to include new Template 10 requirement and reflect changes to eligibility and death audit instructions
v20221129p	11/29/2022	Updated checklist item 11. for new death audit requirements
v20220802p	08/02/2022	Fixed some of the shading in the checklist
v20220706p	07/06/2022	

Application to PBGC for Approval of Special Financial Assistance (SFA)
APPLICATION CHECKLIST

v20240717p

Plan name:	UFCW Local 1262 Retail (Non-Food) Industry Pension Plan
EIN:	22-6181292
PN:	002
SFA Amount Requested:	$13,041,255.00

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Explain all N/A responses. Provide comments where noted. Also add any other optional explanatory comments.

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Plan Information, Checklist, and Certifications									
a.		Is this application a revised application submitted after the denial of a previously filed application for SFA?	Yes No	No	N/A	N/A		N/A	N/A
b.		Is this application a revised application submitted after a plan has withdrawn its application for SFA that was initially submitted under the interim final rule?	Yes No	No	N/A	N/A		N/A	N/A
c.		Is this application a revised application submitted after a plan has withdrawn its application for SFA that was submitted under the final rule?	Yes No	No	N/A	N/A		N/A	N/A
d.		Did the plan previously file a lock-in application?	Yes No	Yes	N/A	N/A	Lock-in was filed 8/29/2025.	N/A	N/A
e.		Has this plan been terminated?	Yes No	Yes	N/A	N/A	Plan terminated 2/7/2001.	N/A	N/A
f.		Is this plan a MPRA plan as defined under § 4262.4(a)(3) of PBGC's SFA regulation?	Yes No	No	N/A	N/A		N/A	N/A
1.	Section B, Item (1)a.	Does the application include the most recent plan document or restatement of the plan document and all amendments adopted since the last restatement (if any)?	Yes No	Yes	1262 NFP -- 2010 Plan Document with amendments.pdf	N/A		Pension plan documents, all versions available, and all amendments signed and dated	N/A
2.	Section B, Item (1)b.	Does the application include the most recent trust agreement or restatement of the trust agreement, and all amendments adopted since the last restatement (if any)?	Yes No	Yes	1262 NFP -- 1989 Declaration of Trust.pdf	N/A		Pension plan documents, all versions available, and all amendments signed and dated	N/A
3.	Section B, Item (1)c.	Does the application include the most recent IRS determination letter? Enter N/A if the plan does not have a determination letter.	Yes No N/A	N/A		N/A		Pension plan documents, all versions available, and all amendments signed and dated	N/A
4.	Section B, Item (2)	Does the application include the actuarial valuation report for the 2018 plan year and each subsequent actuarial valuation report completed before the filing date of the initial application? Enter N/A if no actuarial valuation report was prepared because it was not required for any requested year. Is each report provided as a separate document using the required filename convention?	Yes No N/A	Yes	1262 NFP -- 2024 AVR, 20250603s.pdf	N/A	Solvency valuation only required every five years.	Most recent actuarial valuation for the plan	*YYYYAVR Plan Name*

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5.a.	Section B, Item (3)	Does the application include the most recent rehabilitation plan (or funding improvement plan, if applicable), including all subsequent amendments and updates, and the percentage of total contributions received under each schedule of the rehabilitation plan or funding improvement plan for the most recent plan year available?	Yes No	N/A		N/A	Plan did not adopt a Rehabilitation Plan or a Funding Improvement Plan.	Rehabilitation plan (or funding improvement plan, if applicable)	N/A
5.b.		If the most recent rehabilitation plan does not include historical documentation of rehabilitation plan changes (if any) that occurred in calendar year 2020 and later, does the application include an additional document with these details? Enter N/A if the historical document is contained in the rehabilitation plans.	Yes No N/A	N/A		N/A		Rehabilitation plan (or funding improvement plan, if applicable)	N/A
6.	Section B, Item (4)	Does the application include the plan's most recently filed (as of the filing date of the initial application) Form 5500 (Annual Return/Report of Employee Benefit Plan) and all schedules and attachments (including the audited financial statement)? Is the 5500 filing provided as a single document using the required filename convention?	Yes No	Yes	1262 NFP -- 2024 5500.pdf	N/A		Latest annual return/report of employee benefit plan (Form 5500)	*YYYYForm5500 Plan Name*
7.a.	Section B, Item (5)	Does the application include the plan actuary's certification of plan status ("zone certification") for the 2018 plan year and each subsequent annual certification completed before the filing date of the initial application? Enter N/A if the plan does not have to provide certifications for any requested plan year. Is each zone certification (including the additional information identified in Checklist Items #7.b. and #7.c. below, if applicable) provided as a single document, separately for each plan year, using the required filename convention?	Yes No N/A	N/A		N/A	Plan was terminated prior to PPA.	Zone certification	*YYYYZoneYYYYMMDD Plan Name,* where the first "YYYY" is the applicable plan year, and "YYYYMMDD" is the date the certification was prepared.
7.b.		Does the application include documentation for all zone certifications that clearly identifies all assumptions used including the interest rate used for funding standard account purposes? If such information is provided in an addendum, addendums are only required for the most recent actuarial certification of plan status completed before January 1, 2021 and each subsequent annual certification. Is this information included in the single document in Checklist Item #7.a. for the applicable plan year? Enter N/A if the plan entered N/A for Checklist Item #7a.	Yes No N/A	N/A	N/A - include as part of documents in Checklist Item #7.a.	N/A		N/A - include as part of documents in Checklist Item #7.a.	N/A - included in a single document for each plan year - See Checklist Item #7.a.

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7.c.		For a certification of critical and declining status, does the application include the required plan-year-by-plan-year projection (showing the items identified in Section B, Item (5)a. through (5)f. of the SFA Instructions) demonstrating the plan year that the plan is projected to become insolvent? If required, is this information included in the single document in Checklist Item #7.a. for the applicable plan year? Enter N/A if the plan entered N/A for Checklist Item #7.a. or if the application does not include a certification of critical and declining status.	Yes No N/A	N/A	N/A - include as part of documents in Checklist Item #7.a.	N/A		N/A - include as part of documents in Checklist Item #7.a.	N/A - included in a single document for each plan year - See Checklist Item #7.a.
8.	Section B, Item (6)	Does the application include the most recent account statements for each of the plan's cash and investment accounts? Insolvent plans may enter N/A, and identify in the Plan Comments that this information was previously submitted to PBGC and the date submitted.	Yes No N/A	N/A		N/A	Plan is insolvent.	Bank/Asset statements for all cash and investment accounts	N/A
9.	Section B, Item (7)	Does the application include the most recent plan financial statement (audited, or unaudited if audited is not available)? Insolvent plans may enter N/A, and identify in the Plan Comments that this information was previously submitted to PBGC and the date submitted.	Yes No N/A	N/A		N/A	Plan is insolvent.	Plan's most recent financial statement (audited, or unaudited if audited not available)	N/A
10.	Section B, Item (8)	Does the application include all of the plan's written policies and procedures governing the plan's determination, assessment, collection, settlement, and payment of withdrawal liability? Are all such items included as a single document using the required filenaming convention?	Yes No N/A	N/A		N/A	Plan is insolvent with no remaining contributing employers.	Pension plan documents, all versions available, and all amendments signed and dated	*WDL Plan Name*
11.a.	Section B, Item (9)a.	Does the application include documentation of a death audit to identify deceased participants that was completed on the census data used for SFA purposes, including identification of the service provider conducting the audit, date performed, the participant counts (provided separately for current retirees and beneficiaries, current terminated vested participants not yet in pay status, and current active participants) run through the death audit, and a copy of the results of the audit provided to the plan administrator by the service provider? If applicable, has personally identifiable information in this report been redacted prior to submission to PBGC? Is this information included as a single document using the required filenaming convention?	Yes No	Yes	1262 NFP -- 2025 PBI Mortality Reports_Redacted.pdf	N/A	PII was redacted before sending to PBGC.	Pension plan documents, all versions available, and all amendments signed and dated	*Death Audit Plan Name*

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11.b.		If any known deaths occurred before the date of the census data used for SFA purposes, is a statement certifying these deaths were reflected for SFA calculation purposes provided?	Yes No N/A	Yes	N/A - include as part of documents in Checklist Item #11.a.	N/A		N/A	N/A - include as part of documents in Checklist Item #11.a.
11.c.	Section B, Item (9)b. & Item (9)c.	Does the application include full census data (Social Security Number, name, and participant status) of all participants that were included in the SFA projections? Is this information provided in Excel, or in an Excel-compatible format? Or, if this data was submitted in advance of the application, in accordance with Section B, Item (9)c. of the Instructions, does the application contain a description of how the results of PBGC's independent death audit are reflected for SFA calculation purposes?	Yes No N/A	Yes		N/A		Submit the data file and the date of the census data through PBGC's secure file transfer system, Leapfile. Go to http://pbgc.leapfile.com, click on "Secure Upload" and then enter sfa@pbgc.gov as the recipient email address and upload the file(s) for secure transmission.	*Include as the subject "Submission of Terminated Vested Census Data for (Plan Name)," and as the memo "(Plan Name) terminated vested census data dated (date of census data) through Leapfile for independent audit by PBGC."*
12.	Section B, Item (10)	Does the application include information required to enable the plan to receive electronic transfer of funds if the SFA application is approved, including (if applicable) a notarized payment form? See SFA Instructions, Section B, Item (10).	Yes No			N/A		Other	N/A
13.	Section C, Item (1)	Does the application include the plan's projection of expected benefit payments that should have been attached to the Form 5500 Schedule MB in response to line 8b(1) on the Form 5500 Schedule MB for plan years 2018 through the last year the Form 5500 was filed by the filing date of the initial application? Enter N/A if the plan is not required to respond Yes to line 8b(1) on the Form 5500 Schedule MB. See Template 1. Does the uploaded file use the required filenaming convention?	Yes No N/A	N/A		N/A		Financial assistance spreadsheet (template)	*Template 1 Plan Name*

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14.	Section C, Item (2)	If the plan was required to enter 10,000 or more participants on line 6f of the most recently filed Form 5500 (by the filing date of the initial application), does the application include a current listing of the 15 largest contributing employers (the employers with the largest contribution amounts) and the amount of contributions paid by each employer during the most recently completed plan year before the filing date of the initial application (without regard to whether a contribution was made on account of a year other than the most recently completed plan year)? If this information is required, it is required for the 15 largest contributing employers even if the employer's contribution is less than 5% of total contributions. Enter N/A if the plan is not required to provide this information. See Template 2. Does the uploaded file use the required filenaming convention?	Yes No N/A	N/A		N/A		Contributing employers	*Template 2 Plan Name*
15.	Section C, Item (3)	Does the application include historical plan information for the 2010 plan year through the plan year immediately preceding the date the plan's initial application was filed that separately identifies: total contributions, total contribution base units (including identification of the unit used), average contribution rates, and number of active participants at the beginning of each plan year? For the same period, does the application show all other sources of non-investment income such as withdrawal liability payments collected, reciprocity contributions (if applicable), additional contributions from the rehabilitation plan (if applicable), and other identifiable sources of contributions? See Template 3. Does the uploaded file use the required filenaming convention?	Yes No	No		N/A	Plan is insolvent with no remaining contributing employers.	Historical Plan Financial Information (CBUs, contribution rates, contribution amounts, withdrawal liability payments)	*Template 3 Plan Name*
16.a.	Section C, Items (4)a., (4)e., and (4)f.	Does the application include the information used to determine the amount of SFA for the plan using the basic method described in § 4262.4(a)(1) based on a deterministic projection and using the actuarial assumptions as described in § 4262.4(e)? See Template 4A, *4A-4 SFA Details .4(a)(1)* sheet and Section C, Item (4) of the SFA Filing Instructions for more details on these requirements. Does the uploaded file use the required filenaming convention?	Yes No	Yes	1262 NFP -- Template 4a.xlsx	N/A		Projections for special financial assistance (estimated income, benefit payments and expenses)	*Template 4A Plan Name*

Application to PBGC for Approval of Special Financial Assistance (SFA)

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16.b.i.	Addendum D Section C, Item (4)a. - MPRA plan information A. Addendum D Section C, Item (4)e. - MPRA plan information A.	If the plan is a MPRA plan, does the application also include the information used to determine the amount of SFA for the plan using the increasing assets method described in § 4262.4(a)(2)(i) based on a deterministic projection and using the actuarial assumptions as described in § 4262.4(e)? See Template 4A, *4A-5 SFA Details .4(a)(2)(i)* sheet and Addendum D for more details on these requirements. Enter N/A if the plan is not a MPRA Plan.	Yes No N/A	N/A	N/A - included as part of Template 4A Plan Name	N/A		N/A	N/A - included in Template 4A Plan Name
16.b.ii.	Addendum D Section C, Item (4)f. - MPRA plan information A.	If the plan is a MPRA plan for which the requested amount of SFA is determined using the increasing assets method described in § 4262.4(a)(2)(i), does the application also explicitly identify the projected SFA exhaustion year based on the increasing assets method? See Template 4A, *4A-5 SFA Details .4(a)(2)(i)* sheet and Addendum D. Enter N/A if the plan is not a MPRA Plan or if the requested amount of SFA is determined based on the present value method.	Yes No N/A	N/A	N/A - included as part of Template 4A Plan Name	N/A		N/A	N/A - included in Template 4A Plan Name
16.b.iii.	Addendum D Section C, Item (4)a. - MPRA plan information B Addendum D Section C, Item (4)e. (4)f., and (4)g. - MPRA plan information B.	If the plan is a MPRA plan for which the requested amount of SFA is determined using the present value method described in § 4262.4(a)(2)(ii), does the application also include the information for such plans as shown in Template 4B, including *4B-1 SFA Ben Pmts* sheet, *4B-2 SFA Details 4(a)(2)(ii)* sheet, and *4B-3 SFA Exhaustion* sheet? See Addendum D and Template 4B. Enter N/A if the plan is not a MPRA Plan or if the requested amount of SFA is determined based on the increasing assets method.	Yes No N/A	N/A		N/A		N/A	*Template 4B Plan Name*
16.c.	Section C, Items (4)b. and (4)c.	Does the application include identification of the non-SFA interest rate and the SFA interest rate, including details on how each was determined? See Template 4A, *4A-1 Interest Rates* sheet.	Yes No	Yes	N/A - included as part of Template 4A Plan Name	N/A		N/A	N/A - included in Template 4A Plan Name
16.d.	Section C, Item (4).e.ii.	For each year in the SFA coverage period, does the application include the projected benefit payments (excluding make-up payments, if applicable), separately for current retirees and beneficiaries, current terminated vested participants not yet in pay status, current active participants, and new entrants? See Template 4A, *4A-2 SFA Ben Pmts* sheet.	Yes No	Yes	N/A - included as part of Template 4A Plan Name	N/A		N/A	N/A - included in Template 4A Plan Name

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16.e.	Section C, Item (4)e.iv. and (4)e.v.	For each year in the SFA coverage period, does the application include a breakdown of the administrative expenses between PBGC premiums and all other administrative expenses? Does the application include the projected total number of participants at the beginning of each plan year in the SFA coverage period? See Template 4A, *4A-3 SFA Pcount and Admin Exp* sheet.	Yes No	Yes	N/A - included as part of Template 4A Plan Name	N/A		N/A	N/A - included in Template 4A Plan Name
17.a.	Section C, Item (5)	For a plan that is not a MPRA plan, does the application include a separate deterministic projection ("Baseline") in the same format as Checklist Items #16.a., #16.d., and #16.e. that shows the amount of SFA that would be determined using the basic method if the assumptions/methods used are the same as those used in the most recent actuarial certification of plan status completed before January 1, 2021 ("pre-2021 certification of plan status") excluding the plan's non-SFA interest rate and SFA interest rate, which should be the same as in Checklist Item #16.a.? See Section C, Item (5) of the SFA Filing Instructions for other potential exclusions from this requirement. If (a) the plan is a MPRA plan, or if (b) this item is not required for a plan that is not a MPRA plan, enter N/A. If entering N/A due to (b), add information in the Plan Comments to explain why this item is not required. Does the uploaded file use the required filenaming convention?	Yes No N/A	Yes	1262 NFP -- Template 5a.xlsx	N/A	Per direction from PBGC, we are basing the Template 5A baseline on the 4044 assumptions per the 2024 AVR since that is what PBGC finds most helpful for their cross-walk. For all other purposes (e.g. providing context for reasonableness of assumption changes), we are considering the baseline to be the 2001 Form 5500 since that's the last time the funding standard account was maintained.	Projections for special financial assistance (estimated income, benefit payments and expenses)	*Template 5A Plan Name*
17.b.	Addendum D Section C, Item (5)	For a MPRA plan for which the requested amount of SFA is determined using the increasing assets method, does the application include a separate deterministic projection ("Baseline") in the same format as Checklist Items #16.b.i., #16.d., and #16.e. that shows the amount of SFA that would be determined using the increasing assets method if the assumptions/methods used are the same as those used in the most recent actuarial certification of plan status completed before January 1, 2021 ("pre-2021 certification of plan status") excluding the plan's non-SFA interest rate and SFA interest rate, which should be the same as used in Checklist Item #16.b.i.? See Section C, Item (5) of the SFA Filing Instructions for other potential exclusions from this requirement. Also see Addendum D. If the plan is (a) not a MPRA plan, (b) a MPRA plan using the present value method, or (c) is otherwise not required to provide this item, enter N/A. If entering N/A due to (c), add information in the Plan Comments to explain why this item is not required. Does the uploaded file use the required filenaming convention?	Yes No N/A	N/A		N/A		Projections for special financial assistance (estimated income, benefit payments and expenses)	*Template 5A Plan Name*

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17.c.	Addendum D Section C, Item (5)	For a MPRA plan for which the requested amount of SFA is determined using the present value method, does the application include a separate deterministic projection ("Baseline") in the same format as Checklist Item #16.b.iii. that shows the amount of SFA that would be determined using the present value method if the assumptions used/methods are the same as those used in the most recent actuarial certification of plan status completed before January 1, 2021 ("pre-2021 certification of plan status") excluding the plan's SFA interest rate which should be the same as used in Checklist Item #16.b.iii. See Section C, Item (5) of the SFA Filing Instructions for other potential exclusions from this requirement. Also see Addendum D. If the plan is (a) not a MPRA plan, (b) a MPRA plan using the increasing assets method, or (c) is otherwise not required to provide this item, enter N/A. If entering N/A due to (c), add information in the Plan Comments to explain why this item is not required. Has this document been uploaded using the required filenaming convention?	Yes No N/A	N/A		N/A		Projections for special financial assistance (estimated income, benefit payments and expenses)	*Template 5B Plan Name*
18.a.	Section C, Item (6)	For a plan that is not a MPRA plan, does the application include a reconciliation of the change in the total amount of requested SFA due to each change in assumption/method from the Baseline to the requested SFA amount? Does the application include a deterministic projection and other information for each assumption/method change, in the same format as Checklist Item #16.a? Enter N/A if the plan is not required to provide Baseline information in Checklist Item #17.a. Enter N/A if the requested SFA amount in Checklist Item #16.a. is the same as the amount shown in the Baseline details of Checklist Item #17.a. See Section C, Item (6) of the SFA Filing Instructions for other potential exclusions from this requirement. If the plan is a MPRA plan, enter N/A. If the plan is otherwise not required to provide this item, enter N/A and provide an explanation in the Plan Comments. Does the uploaded file use the required filenaming convention?	Yes No N/A	Yes	1262 NFP -- Template 6a.xlsx	N/A		Projections for special financial assistance (estimated income, benefit payments and expenses)	*Template 6A Plan Name*

Application to PBGC for Approval of Special Financial Assistance (SFA)
APPLICATION CHECKLIST

v20240717p

Plan name:	UFCW Local 1262 Retail (Non-Food) Industry Pension Plan
EIN:	22-6181292
PN:	002
SFA Amount Requested:	$13,041,255.00

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Plan Name = abbreviated plan name

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Explain all N/A responses. Provide comments where noted. Also add any other optional explanatory comments.

Checklist Item #	SFA Filing Instructions Reference		Response Options	Plan Response	Name of File(s) Uploaded	Page Number Reference(s)	Plan Comments	In the e-Filing Portal, upload as Document Type	Use this Filenaming Convention
18.b.	Addendum D Section C, Item (6)	For a MPRA plan for which the requested amount of SFA is based on the increasing assets method, does the application include a reconciliation of the change in the total amount of requested SFA using the increasing assets method due to each change in assumption/method from the Baseline to the requested SFA amount? Does the application include a deterministic projection and other information for each assumption/method change, in the same format as Checklist Item #16.b.i.? Enter N/A if the plan is not required to provide Baseline information in Checklist Item #17.b. Enter N/A if the requested SFA amount in Checklist Item #16.b.i. is the same as the amount shown in the Baseline details of Checklist Item #17.b. See Addendum D. See Section C, Item (6) of the SFA Filing Instructions for other potential exclusions from this requirement, and enter N/A if this item is not otherwise required. If the plan is (a) not a MPRA plan, (b) a MPRA plan using the present value method, or (c) is otherwise not required to provide this item, enter N/A. If entering N/A due to (c), add information in the Plan Comments to explain why this item is not required. Does the uploaded file use the required filenaming convention?	Yes No N/A	N/A		N/A		Projections for special financial assistance (estimated income, benefit payments and expenses)	*Template 6A Plan Name*
18.c.	Addendum D Section C, Item (6)	For a MPRA plan for which the requested amount of SFA is based on the present value method, does the application include a reconciliation of the change in the total amount of requested SFA using the present value method due to each change in assumption/method from Baseline to the requested SFA amount? Does the application include a deterministic projection and other information for each assumption/method change, in the same format as Checklist Item #16.b.iii.? See Section C, Item (6) of the SFA Filing Instructions for other potential exclusions from this requirement. Also see Addendum D. If the plan is (a) not a MPRA plan, (b) a MPRA plan using the increasing assets method, or (c) is otherwise not required to provide this item, enter N/A. If entering N/A due to (c), add information in the Plan Comments to explain why this item is not required. Has this document been uploaded using the required filenaming convention?	Yes No N/A	N/A		N/A		Projections for special financial assistance (estimated income, benefit payments and expenses)	*Template 6B Plan Name*

Application to PBGC for Approval of Special Financial Assistance (SFA)

v20240717p

APPLICATION CHECKLIST

Plan name:	UFCW Local 1262 Retail (Non-Food) Industry Pension Plan
EIN:	22-6181292
PN:	002
SFA Amount Requested:	$13,041,255.00

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Explain all N/A responses. Provide comments where noted. Also add any other optional explanatory comments.

Checklist Item #	SFA Filing Instructions Reference		Response Options	Plan Response	Name of File(s) Uploaded	Page Number Reference(s)	Plan Comments	In the e-Filing Portal, upload as Document Type	Use this Filenaming Convention
19.a.	Section C, Item (7)a.	For plans eligible for SFA under § 4262.3(a)(1) or § 4262.3(a)(3), does the application include a table identifying which assumptions/methods used in determining the plan's eligibility for SFA differ from those used in the pre-2021 certification of plan status, and does that table include brief explanations as to why using those assumptions/methods is no longer reasonable and why the changed assumptions/methods are reasonable (an abbreviated version of information provided in Checklist Item #28.a.)? Enter N/A if the plan is eligible for SFA under § 4262.3(a)(2) or § 4262.3(a)(4) or if the plan is eligible based on a certification of plan status completed before 1/1/2021. Also enter N/A if the plan is eligible based on a certification of plan status completed after 12/31/2020 but that reflects the same assumptions as those in the pre-2021 certification of plan status. See Template 7, *7a Assump Changes for Elig* sheet. Does the uploaded file include both Checklist Items #19.a. and #19.b., and does it use the required filenaming convention?	Yes No N/A	N/A		N/A		Financial assistance spreadsheet (template)	*Template 7 Plan Name.*
19.b.	Section C, Item (7)b.	Does the application include a table identifying which assumptions/methods used to determine the requested SFA differ from those used in the pre-2021 certification of plan status (except the interest rates used to determine SFA)? Does this item include brief explanations as to why using those original assumptions/methods is no longer reasonable and why the changed assumptions/methods are reasonable? If a changed assumption is an extension of the CBU assumption or the administrative expenses assumption as described in Paragraph A "Adoption of assumptions not previously factored into pre-2021 certification of plan status" of Section III, Acceptable Assumption Changes of PBGC's SFA assumptions guidance, does the application state so? This should be an abbreviated version of information provided in Checklist Item #28.b. See Template 7, *7b Assump Changes for Amount* sheet. Does the uploaded file include both Checklist Items #19.a. and #19.b., and does it use the required filenaming convention?	Yes No	Yes	1262 NFP -- Template 7.xlsx	N/A		Financial assistance spreadsheet (template)	*Template 7 Plan Name*
20.a.	Section C, Item (8)	Does the application include details of the projected contributions and withdrawal liability payments used to calculate the requested SFA amount, including total contributions, contribution base units (including identification of base unit used), average contribution rate(s), reciprocity contributions (if applicable), additional contributions from the rehabilitation plan (if applicable), and any other identifiable contribution streams? See Template 8.	Yes No	N/A		N/A	There are no remaining actives and currently withdrawn employers making withdrawal liability payments.	Projections for special financial assistance (estimated income, benefit payments and expenses)	*Template 8 Plan Name*

Application to PBGC for Approval of Special Financial Assistance (SFA)

v20240717p

APPLICATION CHECKLIST

Plan name:	UFCW Local 1262 Retail (Non-Food) Industry Pension Plan
EIN:	22-6181292
PN:	002
SFA Amount Requested:	$13,041,255.00

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Explain all N/A responses. Provide comments where noted. Also add any other optional explanatory comments.

Checklist Item #	SFA Filing Instructions Reference		Response Options	Plan Response	Name of File(s) Uploaded	Page Number Reference(s)	Plan Comments	In the e-Filing Portal, upload as Document Type	Use this Filenaming Convention
20.b.	Section C, Item (8)	Does the application separately show the amounts of projected withdrawal liability payments for employers that are currently withdrawn as of the date the initial application is filed, and assumed future withdrawals? Does the application also provide the projected number of active participants at the beginning of each plan year? See Template 8.	Yes No	N/A	N/A - include as part of Checklist Item #20.a.	N/A	There are no remaining actives and currently withdrawn employers making withdrawal liability payments.	N/A	N/A - included in *Template 8 Plan Name*
21.	Section C, Item (10)	Does the application provide a table identifying and describing all assumptions and methods used in i) the pre-2021 certification of plan status, ii) the "Baseline" projection in Section C Item (5), and iii) the determination of the amount of SFA in Section C Item (4)? Does the table state if each changed assumption falls under Section III, Acceptable Assumption Changes, or Section IV, Generally Accepted Assumption Changes, in PBGC's SFA assumptions guidance, or if it should be considered an "Other Change"? Does the uploaded file use the required filenaming convention?	Yes No	Yes	1262 NFP -- Template 10.xlsx	N/A	See comments for item 17(a).	Financial assistance spreadsheet (template)	*Template 10 Plan Name*
22.	Section D	Was the application signed and dated by an authorized trustee who is a current member of the board of trustees or another authorized representative of the plan sponsor and include the printed name and title of the signer?	Yes No	Yes	1262 NFP -- SFA App.pdf 1262 NFP -- SFA Request Letter.pdf		Identify here the name of the single document that includes all information requested in Section D of the SFA Filing Instructions (Checklist Items #22 through #29.c.).	Financial Assistance Application	*SFA App Plan Name*
23.a.	Section D, Item (1)	For a plan that is not a MPRA plan, does the application include an optional cover letter? Enter N/A if the plan is a MPRA plan, or if the plan is not a MPRA plan and did not include an optional cover letter.	Yes N/A	Yes	N/A - included as part of SFA App Plan Name		For each Checklist Item #22 through #29.c., identify the relevant page number(s) within the single document.	N/A	N/A - included as part of SFA App Plan Name
23.b.		For a plan that is a MPRA plan, does the application include a cover letter? Does the cover letter identify the calculation method (basic method, increasing assets method, or present value method) that provides the greatest amount of SFA? For a MPRA plan with a partition, does the cover letter include a statement that the plan has been partitioned under section 4233 of ERISA? Enter N/A if the plan is not a MPRA plan.	Yes No N/A	N/A	N/A - included as part of SFA App Plan Name			N/A	N/A - included as part of SFA App Plan Name
24.	Section D, Item (2)	Does the application include the name, address, email, and telephone number of the plan sponsor, plan sponsor's authorized representative, and any other authorized representatives?	Yes No	Yes	N/A - included as part of SFA App Plan Name	Page 3		N/A	N/A - included as part of SFA App Plan Name

Application to PBGC for Approval of Special Financial Assistance (SFA)
APPLICATION CHECKLIST

v20240717p

Plan name:	UFCW Local 1262 Retail (Non-Food) Industry Pension Plan
EIN:	22-6181292
PN:	002
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Explain all N/A responses. Provide comments where noted. Also add any other optional explanatory comments.

Checklist Item #	SFA Filing Instructions Reference		Response Options	Plan Response	Name of File(s) Uploaded	Page Number Reference(s)	Plan Comments	In the e-Filing Portal, upload as Document Type	Use this Filenaming Convention
25.	Section D, Item (3)	Does the application identify the eligibility criteria in § 4262.3 that qualifies the plan as eligible to receive SFA, and include the requested information for each item that is applicable, as described in Section D, Item (3) of the SFA Filing Instructions?	Yes No	Yes	N/A - included as part of SFA App Plan Name	Page 4	The Plan satisfies the conditions for critical and declining status within the meaning of section 305(b)(6) of ERISA for 2022.	N/A	N/A - included as part of SFA App Plan Name
26.a.	Section D, Item (4)	If the plan's application is submitted on or before March 11, 2023, does the application identify the plan's priority group (see § 4262.10(d)(2))? Enter N/A if the plan's application is submitted after March 11, 2023.	Yes No N/A	N/A	N/A - included as part of SFA App Plan Name		Briefly identify here the priority group, if applicable.	N/A	N/A - included as part of SFA App Plan Name
26.b.		If the plan is submitting an emergency application under § 4262.10(f), is the application identified as an emergency application with the applicable emergency criteria identified? Enter N/A if the plan is not submitting an emergency application.	Yes No N/A	Yes	N/A - included as part of SFA App Plan Name	Page 5	Plan is insolvent	N/A	N/A - included as part of SFA App Plan Name
27.	Section D, Item (5)	Does the application include a detailed narrative description of the development of the assumed future contributions and assumed future withdrawal liability payments used in the basic method (and in the increasing assets method for a MPRA plan)?	Yes No	N/A	N/A - included as part of SFA App Plan Name			N/A	N/A - included as part of SFA App Plan Name
28.a.	Section D, Item (6)a.	For plans eligible for SFA under § 4262.3(a)(1) or § 4262.3(a)(3), does the application identify which assumptions/methods (if any) used in showing the plan's eligibility for SFA differ from those used in the most recent certification of plan status completed before 1/1/2021? If there are any assumption/method changes, does the application include detailed explanations and supporting rationale and information as to why using the identified assumptions/methods is no longer reasonable and why the changed assumptions/methods are reasonable? Enter N/A if the plan is not eligible under § 4262.3(a)(1) or § 4262.3(a)(3). Enter N/A if there are no such assumption changes.	Yes No N/A	N/A	N/A - included as part of SFA App Plan Name			N/A	N/A - included as part of SFA App Plan Name

Application to PBGC for Approval of Special Financial Assistance (SFA)
APPLICATION CHECKLIST

v20240717p

Plan name:	UFCW Local 1262 Retail (Non-Food) Industry Pension Plan
EIN:	22-6181292
PN:	002
SFA Amount Requested:	$13,041,255.00

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Explain all N/A responses. Provide comments where noted. Also add any other optional explanatory comments.

Checklist Item #	SFA Filing Instructions Reference		Response Options	Plan Response	Name of File(s) Uploaded	Page Number Reference(s)	Plan Comments	In the e-Filing Portal, upload as Document Type	Use this Filenaming Convention
28.b.	Section D, Item (6)b.	Does the application identify which assumptions/methods (if any) used to determine the requested SFA amount differ from those used in the most recent certification of plan status completed before 1/1/2021 (excluding the plan's non-SFA and SFA interest rates, which must be the same as the interest rates required by § 4262.4(e)(1) and (2))? If there are any assumption/method changes, does the application include detailed explanations and supporting rationale and information as to why using the identified original assumptions/methods is no longer reasonable and why the changed assumptions/methods are reasonable? Does the application state if the changed assumption is an extension of the CBU assumption or the administrative expenses assumption as described in Paragraph A "Adoption of assumptions not previously factored into pre-2021 certification of plan status" of Section III, Acceptable Assumption Changes of PBGC's SFA Assumptions?	Yes No	Yes	N/A - included as part of SFA App Plan Name	Page 7		N/A	N/A - included as part of SFA App Plan Name
28.c.	Section D, Item (6)	If the mortality assumption uses a plan-specific mortality table or a plan-specific adjustment to a standard mortality table (regardless of if the mortality assumption is changed or unchanged from that used in the most recent certification of plan status completed before 1/1/2021), is supporting information provided that documents the methodology used and the rationale for selection of the methodology used to develop the plan-specific rates, as well as detailed information showing the determination of plan credibility and plan experience? Enter N/A is the mortality assumption does not use a plan-specific mortality table or a plan-specific adjustment to a standard mortality table for eligibility or for determining the SFA amount.	Yes No N/A	N/A	N/A - included as part of SFA App Plan Name			N/A	N/A - included as part of SFA App Plan Name
29.a.	Section D, Item (7)	Does the application include, for an eligible plan that implemented a suspension of benefits under section 305(e)(9) or section 4245(a) of ERISA, a narrative description of how the plan will reinstate the benefits that were previously suspended and a proposed schedule of payments (equal to the amount of benefits previously suspended) to participants and beneficiaries? Enter N/A for a plan that has not implemented a suspension of benefits.	Yes No N/A	Yes	N/A - included as part of SFA App Plan Name	Page 8		N/A	N/A - included as part of SFA App Plan Name
29.b.	Section D, Item (7)	If Yes was entered for Checklist Item #29.a., does the proposed schedule show the yearly aggregate amount and timing of such payments, and is it prepared assuming the effective date for reinstatement is the day after the SFA measurement date? Enter N/A for a plan that entered N/A for Checklist Item #29.a.	Yes No N/A	Yes	N/A - included as part of SFA App Plan Name	Page 8		N/A	N/A - included as part of SFA App Plan Name

Application to PBGC for Approval of Special Financial Assistance (SFA)

v20240717p

APPLICATION CHECKLIST

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Plan name:	UFCW Local 1262 Retail (Non-Food) Industry Pension Plan
EIN:	22-6181292
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Explain all N/A responses. Provide comments where noted. Also add any other optional explanatory comments.

Checklist Item #	SFA Filing Instructions Reference		Response Options	Plan Response	Name of File(s) Uploaded	Page Number Reference(s)	Plan Comments	In the e-Filing Portal, upload as Document Type	Use this Filenaming Convention
29.c.	Section D, Item (7)	If the plan restored benefits under 26 CFR 1.432(e)(9)-1(e)(3) before the SFA measurement date, does the proposed schedule reflect the amount and timing of payments of restored benefits and the effect of the restoration on the benefits remaining to be reinstated? Enter N/A for a plan that did not restore benefits under 26 CFR 1.432(e)(9)-1(e)(3) before the SFA measurement date. Also enter N/A for a plan that entered N/A for Checklist Items #29.a. and #29.b.	Yes No N/A	N/A	N/A - included as part of SFA App Plan Name			N/A	N/A - included as part of SFA App Plan Name
30.a.	Section E, Item (1)	Does the application include a fully completed Application Checklist, including the required information at the top of the Application Checklist (plan name, employer identification number (EIN), 3-digit plan number (PN), and SFA amount requested)?	Yes No	Yes	App Checklist U1262NFP.xlsx	N/A		Special Financial Assistance Checklist	*App Checklist Plan Name*
30.b.	Section E, Item (1) - Addendum A	If the plan is required to provide information required by Addendum A of the SFA Filing Instructions (for "certain events"), are the additional Checklist Items #40.a. through #49.b. completed? Enter N/A if the plan is not required to submit the additional information described in Addendum A.	Yes No N/A	N/A	N/A	N/A		Special Financial Assistance Checklist	N/A
31.	Section E, Item (2)	If the plan claims SFA eligibility under § 4262.3(a)(1) of PBGC's SFA regulation based on a certification by the plan's enrolled actuary of plan status for SFA eligibility purposes completed on or after January 1, 2021, does the application include: (i) plan actuary's certification of plan status for SFA eligibility purposes for the specified year (and, if applicable, for each plan year after the plan year for which the pre-2021 zone certification was prepared and for the plan year immediately prior to the specified year)? (ii) for each certification in (i) above, does the application include all details and additional information described in Section B, Item (5) of the SFA Filing Instructions, including clear documentation of all assumptions, methods and census data used? (iii) for each certification in (i) above, does the application identify all assumptions and methods that are different from those used in the pre-2021 zone certification? Does the certification by the plan's enrolled actuary include clear indication of all assumptions and methods used including source of and date of participant data, measurement date, and a statement that the actuary is qualified to render the actuarial opinion? If the plan does not claim SFA eligibility under § 4262.3(a)(1) or claims SFA eligibility under § 4262.3(a)(1) using a zone certification completed before January 1, 2021, enter N/A. Is the information for this Checklist Item #31 contained in a single document and uploaded using the required filenaming convention?	Yes No N/A	Yes	1262 NFP -- SFA Elig Cert CD.pdf	N/A		Financial Assistance Application	*SFA Elig Cert CD Plan Name*

Application to PBGC for Approval of Special Financial Assistance (SFA)

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Checklist Item #	SFA Filing Instructions Reference		Response Options	Plan Response	Name of File(s) Uploaded	Page Number Reference(s)	Plan Comments	In the e-Filing Portal, upload as Document Type	Use this Filenaming Convention
32.a.	Section E, Item (3)	If the plan claims SFA eligibility under § 4262.3(a)(3) of PBGC's SFA regulation based on a certification by the plan's enrolled actuary of plan status for SFA eligibility purposes completed on or after January 1, 2021, does the application include: (i) plan actuary's certification of plan status for SFA eligibility purposes for the specified year (and, if applicable, for each plan year after the plan year for which the pre-2021 zone certification was prepared and for the plan year immediately prior to the specified year)? (ii) for each certification in (i) above, does the application include all details and additional information described in Section B, Item (5) of the SFA Filing Instructions, including clear documentation of all assumptions, methods and census data used? (iii) for each certification in (i) above, does the application identify all assumptions and methods that are different from those used in the pre-2021 zone certification? Does the certification by the plan's enrolled actuary include clear indication of all assumptions and methods used including source of and date of participant data, measurement date, and a statement that the actuary is qualified to render the actuarial opinion? If the plan does not claim SFA eligibility under § 4262.3(a)(3) or claims SFA eligibility under § 4262.3(a)(3) using a zone certification completed before January 1, 2021, enter N/A. Is the information for Checklist Items #32.a. and #32.b. contained in a single document and uploaded using the required filenaming convention?		N/A		N/A		Financial Assistance Application	*SFA Elig Cert C Plan Name*
32.b.	Section E, Item (3)	If the plan claims SFA eligibility under § 4262.3(a)(3) of PBGC's SFA regulation, does the application include a certification from the plan's enrolled actuary that the plan qualifies for SFA based on the applicable certification of plan status for SFA eligibility purposes for the specified year, and by meeting the other requirements of § 4262.3(c) of PBGC's SFA regulation. Does the provided certification include: (i) identification of the specified year for each component of eligibility (certification of plan status for SFA eligibility purposes, modified funding percentage, and participant ratio) (ii) derivation of the modified funded percentage (iii) derivation of the participant ratio Does the certification identify what test(s) under section 305(b)(2) of ERISA is met for the specified year listed above? Does the certification identify all assumptions and methods (including supporting rationale, and where applicable, reliance on the plan sponsor) used to develop the withdrawal liability receivable that is utilized in the calculation of the modified funded percentage? Enter N/A if the plan does not claim SFA eligibility under §4262.3(a)(3).	Yes No N/A	N/A	N/A - included with SFA Elig Cert C Plan Name	N/A		Financial Assistance Application	N/A - included in SFA Elig Cert C Plan Name

Application to PBGC for Approval of Special Financial Assistance (SFA)
APPLICATION CHECKLIST

v20240717p

Plan name:	UFCW Local 1262 Retail (Non-Food) Industry Pension Plan
EIN:	22-6181292
PN:	002
SFA Amount Requested:	$13,041,255.00

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Explain all N/A responses. Provide comments where noted. Also add any other optional explanatory comments.

Checklist Item #	SFA Filing Instructions Reference		Response Options	Plan Response	Name of File(s) Uploaded	Page Number Reference(s)	Plan Comments	In the e-Filing Portal, upload as Document Type	Use this Filenaming Convention
33.	Section E, Item (4)	If the plan's application is submitted on or prior to March 11, 2023, does the application include a certification from the plan's enrolled actuary that the plan is eligible for priority status, with specific identification of the applicable priority group? This item is not required (enter N/A) if the plan is insolvent, has implemented a MPRA suspension as of 3/11/2021, is in critical and declining status and had 350,000+ participants, or is listed on PBGC's website at *www.pbgc.gov* as being in priority group 6. See § 4262.10(d). Does the certification by the plan's enrolled actuary include clear indication of all assumptions and methods used including source of and date of participant data, measurement date, and a statement that the actuary is qualified to render the actuarial opinion? Is the filename uploaded using the required filenaming convention?	Yes No N/A	N/A		N/A		Financial Assistance Application	*PG Cert Plan Name*
34.a.	Section E, Item (5)	Does the application include the certification by the plan's enrolled actuary that the requested amount of SFA is the amount to which the plan is entitled under section 4262(j)(1) of ERISA and § 4262.4 of PBGC's SFA regulation? Does this certification include: (i) plan actuary's certification that identifies the requested amount of SFA and certifies that this is the amount to which the plan is entitled? (ii) clear indication of all assumptions and methods used including source of and date of participant data, measurement date, and a statement that the actuary is qualified to render the actuarial opinion? (iii) the count of participants (provided separately, after reflection of the death audit results in Section B(9), for current retirees and beneficiaries, current terminated vested participants not yet in pay status, and current active participants) as of the participant census date? Is the information in Checklist #34.a. combined with #34.b. (if applicable) as a single document, and uploaded using the required filenaming convention?	Yes No	Yes	1262 NFP -- SFA Amount Cert.pdf 1262 NFP -- Death Audit Cert.pdf	N/A		Financial Assistance Application	*SFA Amount Cert Plan Name*

Application to PBGC for Approval of Special Financial Assistance (SFA)

v20240717p

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34.b.		If the plan is a MPRA plan, does the certification by the plan's enrolled actuary identify the amount of SFA determined under the basic method described in § 4262.4(a)(1) and the amount determined under the increasing assets method in § 4262.4(a)(2)(i)? If the amount of SFA determined under the "present value method" described in § 4262.4(a)(2)(ii) is not the greatest amount of SFA under § 4262.4(a)(2), does the certification state as such? If the amount of SFA determined under the "present value method" described in § 4262.4(a)(2)(ii) is the greatest amount of SFA under § 4262.4(a)(2), does the certification identify that amount? Enter N/A if the plan is not a MPRA plan.	Yes No N/A	N/A	N/A - included with SFA Amount Cert Plan Name	N/A		N/A - included in SFA Amount Cert Plan Name	N/A - included in SFA Amount Cert Plan Name
35.	Section E, Item (6)	Does the application include the plan sponsor's identification of the amount of fair market value of assets at the SFA measurement date and certification that this amount is accurate? Does the application also include: (i) information that substantiates the asset value and how it was developed (e.g., trust or account statements, specific details of any adjustments)? (ii) a reconciliation of the fair market value of assets from the date of the most recent audited plan financial statements to the SFA measurement date (showing beginning and ending fair market value of assets for this period as well as the following items for the period: contributions, withdrawal liability payments, benefits paid, administrative expenses, and investment income)? (iii) if the SFA measurement date is the end of a plan year for which the audited plan financial statements have been issued, does the application include a reconciliation schedule showing adjustments, if any, made to the audited fair market value of assets used to determine the SFA amount? With the exception of account statements and financial statements already provided as Checklist Items #8 and #9, is all information contained in a single document that is uploaded using the required filenaming convention?	Yes No	Yes	1262 NFP -- FMV Cert.pdf	N/A		Financial Assistance Application	*FMV Cert Plan Name*
36.	Section E, Item (7)	Does the application include a copy of the executed plan amendment required by § 4262.6(e)(1) of PBGC's SFA regulation which (i) is signed by authorized trustee(s) of the plan and (ii) includes the plan compliance language in Section E, Item (7) of the SFA Filing Instructions?	Yes No	Yes	1262 NFP -- Compliance Amend.pdf	N/A		Pension plan documents, all versions available, and all amendments signed and dated	*Compliance Amend Plan Name*

Application to PBGC for Approval of Special Financial Assistance (SFA)
APPLICATION CHECKLIST

v20240717p

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37.	Section E, Item (8)	In the case of a plan that suspended benefits under section 305(e)(9) or section 4245 of ERISA, does the application include: (i) a copy of the proposed plan amendment(s) required by § 4262.6(e)(2) to reinstate suspended benefits and pay make-up payments? (ii) a certification by the plan sponsor that the proposed plan amendment(s) will be timely adopted? Is the certification signed by either all members of the plan's board of trustees or by one or more trustees duly authorized to sign the certification on behalf of the entire board (including, if applicable, documentation that substantiates the authorization of the signing trustees)? Enter N/A if the plan has not suspended benefits. Is all information included in a single document that is uploaded using the required filenaming convention?	Yes No N/A	Yes	1262 NFP -- Reinstatement Amend.pdf	N/A		Pension plan documents, all versions available, and all amendments signed and dated	*Reinstatement Amend Plan Name*
38.	Section E, Item (9)	In the case of a plan that was partitioned under section 4233 of ERISA, does the application include a copy of the executed plan amendment required by § 4262.9(c)(2)? Enter N/A if the plan was not partitioned. Is the document uploaded using the required filenaming convention?	Yes No N/A	N/A		N/A		Pension plan documents, all versions available, and all amendments signed and dated	*Partition Amend Plan Name*
39.	Section E, Item (10)	Does the application include one or more copies of the penalties of perjury statement (see Section E, Item (10) of the SFA Filing Instructions) that (a) are signed by an authorized trustee who is a current member of the board of trustees, and (b) includes the trustee's printed name and title. Is all such information included in a single document and uploaded using the required filenaming convention?	Yes No	Yes	1262 NFP -- Penalty of Perjury.pdf	N/A		Financial Assistance Application	*Penalty Plan Name*
Additional Information for Certain Events under § 4262.4(f) - Applicable to Any Events in § 4262.4(f)(2) through (f)(4) and Any Mergers in § 4262.4(f)(1)(ii) **NOTE: If the plan is not required to provided information described in Addendum A of the SFA Filing Instructions, the Plan Response should be left blank for the remaining Checklist Items.**									
40.a.	Addendum A for Certain Events Section C, Item (4)	Does the application include an additional version of Checklist Item #16.a. (also including Checklist Items #16.c., #16.d., and #16.e.), that shows the determination of the SFA amount using the basic method described in § 4262.4(a)(1) as if any events had not occurred? See Template 4A.	Yes No			N/A		Projections for special financial assistance (estimated income, benefit payments and expenses)	For additional submission due to any event: *Template 4A Plan Name CE* . For an additional submission due to a merger, *Template 4A Plan Name Merged* , where "Plan Name Merged" is an abbreviated version of the plan name for the separate plan involved in the merger.

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40.b.i.	Addendum A for Certain Events Section C, Item (4)	If the plan is a MPRA plan for which the requested amount of SFA is based on the increasing assets method described in § 4262.4(a)(2)(i), does the application also include an additional version of Checklist Item #16.b.i. that shows the determination of the SFA amount using the increasing assets method as if any events had not occurred? See Template 4A, sheet *4A-5 SFA Details .5(a)(2)(i)* . Enter N/A if the plan is not a MPRA Plan or if the plan is a MPRA plan for which the requested amount of SFA is based on the present value method.	Yes No N/A		N/A - included as part of file in Checklist Item #40.a.	N/A		N/A	N/A - included as part of file in Checklist Item #40.a.
40.b.ii.	Addendum A for Certain Events Section C, Item (4)	If the plan is a MPRA plan for which the requested amount of SFA is based on the increasing assets method described in § 4262.4(a)(2)(i), does the application also include an additional version of Checklist Item #16.b.ii. that explicitly identifies the projected SFA exhaustion year based on the increasing assets method? See Template 4A, *4A-5 SFA Details .4(a)(2)(i)* sheet and Addendum D. Enter N/A if the plan is not a MPRA Plan or if the plan is a MPRA plan for which the requested amount of SFA is based on the present value method.	Yes No N/A			N/A		N/A	N/A - included as part of file in Checklist Item #40.a.
40.b.iii.	Addendum A for Certain Events Section C, Item (4)	If the plan is a MPRA plan for which the requested amount of SFA is based on the present value method described in § 4262.4(a)(2)(ii), does the application also include an additional version of Checklist Item #16.b.iii. that shows the determination of the SFA amount using the present value method as if any events had not occurred? See Template 4B, sheet *4B-1 SFA Ben Pmts,* sheet *4B-2 SFA Details .4(a)(2)(ii),* and sheet *4B-3 SFA Exhaustion.* Enter N/A if the plan is not a MPRA Plan or if the plan is a MPRA plan for which the requested amount of SFA is based on the increasing assets method.	Yes No N/A			N/A		Projections for special financial assistance (estimated income, benefit payments and expenses)	For additional submission due to any event: *Template 4B Plan Name CE* . For an additional submission due to a merger, *Template 4B Plan Name Merged* , where "Plan Name Merged" is an abbreviated version of the plan name for the separate plan involved in the merger.
41.	Addendum A for Certain Events Section C, Item (4)	For any merger, does the application show the SFA determination for this plan and for each plan merged into this plan (each of these determined as if they were still separate plans)? See Template 4A for a non-MPRA plan using the basic method, and for a MPRA plan using the increasing assets method. See Template 4B for a MPRA Plan using the present value method. Enter N/A if the plan has not experienced a merger.	Yes No N/A			N/A		Projections for special financial assistance (estimated income, benefit payments and expenses)	For an additional submission due to a merger, *Template 4A (or Template 4B) Plan Name Merged* , where "Plan Name Merged" is an abbreviated version of the plan name for the separate plan involved in the merger.

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42.a.	Addendum A for Certain Events Section D	Does the application include a narrative description of any event and any merger, including relevant supporting documents which may include plan amendments, collective bargaining agreements, actuarial certifications related to a transfer or merger, or other relevant materials?	Yes No		N/A - included as part of SFA App Plan Name		For each Checklist Item #42.a. through #45.b., identify the relevant page number(s) within the single document.	Financial Assistance Application	*SFA App Plan Name*
42.b.	Addendum A for Certain Events Section D	For a transfer or merger event, does the application include identifying information for all plans involved including plan name, EIN and plan number, and the date of the transfer or merger?	Yes No		N/A - included as part of SFA App Plan Name			Financial Assistance Application	N/A - included as part of SFA App Plan Name
43.a.	Addendum A for Certain Events Section D	Does the narrative description in the application identify the amount of SFA reflecting any event, the amount of SFA determined as if the event had not occurred, and confirmation that the requested SFA is no greater than the amount that would have been determined if the event had not occurred, unless the event is a contribution rate reduction and such event lessens the risk of loss to plan participants and beneficiaries?	Yes No		N/A - included as part of SFA App Plan Name			Financial Assistance Application	N/A - included as part of SFA App Plan Name
43.b.	Addendum A for Certain Events Section D	For a merger, is the determination of SFA as if the event had not occurred equal to the sum of the amount that would be determined for this plan and each plan merged into this plan (each as if they were still separate plans)? Enter N/A if the event described in Checklist Item #42.a. was not a merger.	Yes No N/A		N/A - included as part of SFA App Plan Name			Financial Assistance Application	N/A - included as part of SFA App Plan Name
44.a.	Addendum A for Certain Events Section D	Does the application include an additional version of Checklist Item #25 that shows the determination of SFA eligibility as if any events had not occurred?	Yes No		N/A - included as part of SFA App Plan Name			Financial Assistance Application	N/A - included as part of SFA App Plan Name
44.b.	Addendum A for Certain Events Section D	For any merger, does this item include demonstrations of SFA eligibility for this plan and for each plan merged into this plan (each of these determined as if they were still separate plans)? Enter N/A if the event described in Checklist Item #42.a. was not a merger.	Yes No N/A		N/A - included as part of SFA App Plan Name			Financial Assistance Application	N/A - included as part of SFA App Plan Name

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45.a.	Addendum A for Certain Events Section D	If the event is a contribution rate reduction and the amount of requested SFA is not limited to the amount of SFA determined as if the event had not occurred, does the application include a detailed demonstration that shows that the event lessens the risk of loss to plan participants and beneficiaries? Enter N/A if the event is not a contribution rate reduction, or if the event is a contribution rate reduction but the requested SFA is limited to the amount of SFA determined as if the event had not occurred.	Yes No N/A		N/A - included as part of SFA App Plan Name			Financial Assistance Application	N/A - included as part of SFA App Plan Name
45.b.	Addendum A for Certain Events Section D	Does the demonstration in Checklist Item #45.a. also identify all assumptions used, supporting rationale for the assumptions and other relevant information? Enter N/A if the plan entered N/A for Checklist Item #45.a.	Yes No N/A		N/A - included as part of SFA App Plan Name			Financial Assistance Application	N/A - included as part of SFA App Plan Name
46.a.	Addendum A for Certain Events Section E, Items (2) and (3)	Does the application include an additional certification from the plan's enrolled actuary with respect to the plan's SFA eligibility but with eligibility determined as if any events had not occurred? This should be in the format of Checklist Item #31 if the SFA eligibility is based on the plan status of critical and declining using a zone certification completed on or after January 1, 2021. This should be in the format of Checklist Items #32.a. and #32.b. if the SFA eligibility is based on the plan status of critical using a zone certification completed on or after January 1, 2021. If the above SFA eligibility is not based on § 4262.3(a)(1) or § 4262.3(a)(3) or is based on a zone certification completed prior to January 1, 2021, enter N/A. Is all relevant information contained in a single document and uploaded using the required filenaming convention?	Yes No N/A			N/A		Financial Assistance Application	*SFA Elig Cert Plan Name CE*
46.b.	Addendum A for Certain Events Section E, Items (2) and (3)	For any merger, does the application include additional certifications of the SFA eligibility for this plan and for each plan merged into this plan (each of these determined as if they were still separate plans)? If the above SFA eligibility is not based on § 4262.3(a)(1) or § 4262.3(a)(3) or is based on a zone certification completed prior to January 1, 2021, enter N/A. Enter N/A if the event described in Checklist Item #42.a. was not a merger.	Yes No N/A			N/A		Financial Assistance Application	*SFA Elig Cert Plan Name Merged CE* "Plan Name Merged" is an abbreviated version of the plan name for the separate plan involved in the merger.

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47.a.	Addendum A for Certain Events Section E, Item (5)	Does the application include an additional certification from the plan's enrolled actuary with respect to the plan's SFA amount (in the format of Checklist Item #34.a.), but with the SFA amount determined as if any events had not occurred?	Yes No			N/A		Financial Assistance Application	SFA Amount Cert Plan Name CE
47.b.	Addendum A for Certain Events Section E, Item (5)	If the plan is a MPRA plan, does the certification in Checklist Item #46.a. identify the amount of SFA determined under the basic method described in § 4262.4(a)(1) and the amount determined under the increasing assets method in § 4262.4(a)(2)(i)? If the amount of SFA determined under the "present value method" described in § 4262.4(a)(2)(ii) is not the greatest amount of SFA under § 4262.4(a)(2), does the certification state as such? If the amount of SFA determined under the "present value method" described in § 4262.4(a)(2)(ii) is the greatest amount of SFA under § 4262.4(a)(2), does the certification identify that amount? Enter N/A if the plan is not a MPRA plan.	Yes No N/A		N/A - included in SFA Amount Cert Plan Name CE	N/A		N/A - included in SFA Amount Cert Plan Name	N/A - included in SFA Amount Cert Plan Name CE
47.c.	Addendum A for Certain Events Section E, Item (5)	Does the certification in Checklist Items #47.a. and #47.b. (if applicable) clearly identify all assumptions and methods used, sources of participant data and census data, and other relevant information?	Yes No		N/A - included in SFA Amount Cert Plan Name CE	N/A		N/A - included in SFA Amount Cert Plan Name	N/A - included in SFA Amount Cert Plan Name CE
48.a.	Addendum A for Certain Events Section E, Item (5)	For any merger, does the application include additional certifications of the SFA amount determined for this plan and for each plan merged into this plan (each of these determined as if they were still separate plans*)* ? Enter N/A if the event described in Checklist Item #42.a. was not a merger.	Yes No N/A			N/A		Financial Assistance Application	*SFA Amount Cert Plan Name Merged CE* "Plan Name Merged" is an abbreviated version of the plan name for the separate plan involved in the merger.
48.b.	Addendum A for Certain Events Section E, Item (5)	For any merger, do the certifications clearly identify all assumptions and methods used, sources of participant data and census data, and other relevant information? Enter N/A if the event described in Checklist Item #42.a. was not a merger.	Yes No N/A		N/A - included in SFA Amount Cert Plan Name CE	N/A		N/A - included in SFA Amount Cert Plan Name CE	N/A - included in SFA Amount Cert Plan Name CE

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49.a.	Addendum A for Certain Events Section E	If the event is a contribution rate reduction and the amount of requested SFA is not limited to the amount of SFA determined as if the event had not occurred, does the application include a certification from the plan's enrolled actuary (or, if appropriate, from the plan sponsor) with respect to the demonstration to support a finding that the event lessens the risk of loss to plan participants and beneficiaries? Enter N/A if the event is not a contribution rate reduction, or if the event is a contribution rate reduction but the requested SFA is limited to the amount of SFA determined as if the event had not occurred.	Yes No N/A			N/A		Financial Assistance Application	*Cont Rate Cert Plan Name CE*
49.b.	Addendum A for Certain Events Section E	Does the demonstration in Checklist Item #48.a. also identify all assumptions used, supporting rationale for the assumptions and other relevant information? Enter N/A if the event is not a contribution rate reduction, or if the event is a contribution rate reduction but the requested SFA is limited to the amount of SFA determined as if the event had not occurred.	Yes No N/A		N/A - included in Cont Rate Cert Plan Name CE	N/A		N/A - included in Cont Rate Cert Plan Name CE	N/A - included in Cont Rate Cert Plan Name CE
Additional Information for Certain Events under § 4262.4(f) - Applicable Only to Any Mergers in § 4262.4(f)(1)(ii)									
		Plans that have experienced mergers identified in § 4262.4(f)(1)(ii) must complete Checklist Items #50 through #63. If you are required to complete Checklist Items #50 through #63, your application will be considered incomplete if No is entered as a Plan Response for any of Checklist Items #50 through #63. All other plans should not provide any responses for Checklist Items #50 through #63.							
50.	Addendum A for Certain Events Section B, Item (1)a.	In addition to the information provided with Checklist Item #1, does the application also include similar plan documents and amendments for each plan that merged into this plan due to a merger described in § 4262.4(f)(1)(ii)?	Yes No			N/A		Pension plan documents, all versions available, and all amendments signed and dated	N/A
51.	Addendum A for Certain Events Section B, Item (1)b.	In addition to the information provided with Checklist Item #2, does the application also include similar trust agreements and amendments for each plan that merged into this plan due to a merger described in § 4262.4(f)(1)(ii)?	Yes No			N/A		Pension plan documents, all versions available, and all amendments signed and dated	N/A
52.	Addendum A for Certain Events Section B, Item (1)c.	In addition to the information provided with Checklist Item #3, does the application also include the most recent IRS determination for each plan that merged into this plan due to a merger described in § 4262.4(f)(1)(ii)? Enter N/A if the plan does not have a determination letter.	Yes No N/A			N/A		Pension plan documents, all versions available, and all amendments signed and dated	N/A

Application to PBGC for Approval of Special Financial Assistance (SFA)

v20240717p

APPLICATION CHECKLIST

Plan name:	UFCW Local 1262 Retail (Non-Food) Industry Pension Plan
EIN:	22-6181292
PN:	002
SFA Amount Requested:	$13,041,255.00

Do NOT use this Application Checklist for a supplemented application. Instead use Application Checklist - Supplemented.

----------Filers provide responses here for each Checklist Item:----------

Unless otherwise specified:
YYYY = plan year
Plan Name = abbreviated plan name

Your application will be considered incomplete if No is entered as a Plan Response for any of Checklist Items #1 through #39. In addition, if required to provide information due to a "certain event" (see Addendum A of the SFA Filing Instructions), your application will be considered incomplete if No is entered as a Plan Response for any Checklist Items #40.a. through #49.b. If there is a merger event described in Addendum A, your application will also be considered incomplete if No is entered as a Plan Response for any Checklist Items #50 through #63.

Explain all N/A responses. Provide comments where noted. Also add any other optional explanatory comments.

Checklist Item #	SFA Filing Instructions Reference		Response Options	Plan Response	Name of File(s) Uploaded	Page Number Reference(s)	Plan Comments	In the e-Filing Portal, upload as Document Type	Use this Filenaming Convention
53.	Addendum A for Certain Events Section B, Item (2)	In addition to the information provided with Checklist Item #4, for each plan that merged into this plan due to a merger described in § 4262.4(f)(1)(ii), does the application include the actuarial valuation report for the 2018 plan year and each subsequent actuarial valuation report completed before the application filing date?	Yes No			N/A	Identify here how many reports are provided.	Most recent actuarial valuation for the plan	*YYYYAVR Plan Name Merged*, where "Plan Name Merged" is abbreviated version of the plan name for the plan merged into this plan.
54.	Addendum A for Certain Events Section B, Item (3)	In addition to the information provided with Checklist Items #5.a. and #5.b., does the application include similar rehabilitation plan information for each plan that merged into this plan due to a merger described in § 4262.4(f)(1)(ii)?	Yes No			N/A		Rehabilitation plan (or funding improvement plan, if applicable)	N/A
55.	Addendum A for Certain Events Section B, Item (4)	In addition to the information provided with Checklist Item #6, does the application include similar Form 5500 information for each plan that merged into this plan due to a merger described in § 4262.4(f)(1)(ii)?	Yes No			N/A		Latest annual return/report of employee benefit plan (Form 5500)	*YYYYForm5500 Plan Name Merged*, "Plan Name Merged" is abbreviated version of the plan name for the plan merged into this plan.
56.	Addendum A for Certain Events Section B, Item (5)	In addition to the information provided with Checklist Items #7.a., #7.b., and #7.c., does the application include similar certifications of plan status for each plan that merged into this plan due to a merger described in § 4262.4(f)(1)(ii)?	Yes No			N/A	Identify how many zone certifications are provided.	Zone certification	*YYYYZoneYYYYMMDD Plan Name Merged,* where the first "YYYY" is the applicable plan year, and "YYYYMMDD" is the date the certification was prepared. "Plan Name Merged" is an abbreviated version of the plan name for the plan merged into this plan.
57.	Addendum A for Certain Events Section B, Item (6)	In addition to the information provided with Checklist Item #8, does the application include the most recent cash and investment account statements for each plan that merged into this plan due to a merger described in § 4262.4(f)(1)(ii)?	Yes No			N/A		Bank/Asset statements for all cash and investment accounts	N/A
58.	Addendum A for Certain Events Section B, Item (7)	In addition to the information provided with Checklist Item #9, does the application include the most recent plan financial statement (audited, or unaudited if audited is not available) for each plan that merged into this plan due to a merger described in § 4262.4(f)(1)(ii)?	Yes No			N/A		Plan's most recent financial statement (audited, or unaudited if audited not available)	N/A
59.	Addendum A for Certain Events Section B, Item (8)	In addition to the information provided with Checklist Item #10, does the application include all of the written policies and procedures governing the plan's determination, assessment, collection, settlement, and payment of withdrawal liability for each plan that merged into this plan due to a merger described in § 4262.4(f)(1)(ii)? Are all such items included in a single document using the required filenaming convention?	Yes No			N/A		Pension plan documents, all versions available, and all amendments signed and dated	*WDL Plan Name Merged*, where "Plan Name Merged" is an abbreviated version of the plan name for the plan merged into this plan.

Application to PBGC for Approval of Special Financial Assistance (SFA)
APPLICATION CHECKLIST

v20240717p

Plan name:	UFCW Local 1262 Retail (Non-Food) Industry Pension Plan
EIN:	22-6181292
PN:	002
SFA Amount Requested:	$13,041,255.00

Do NOT use this Application Checklist for a supplemented application. Instead use Application Checklist - Supplemented.

----------Filers provide responses here for each Checklist Item:----------

Unless otherwise specified:
YYYY = plan year
Plan Name = abbreviated plan name

Your application will be considered incomplete if No is entered as a Plan Response for any of Checklist Items #1 through #39. In addition, if required to provide information due to a "certain event" (see Addendum A of the SFA Filing Instructions), your application will be considered incomplete if No is entered as a Plan Response for any Checklist Items #40.a. through #49.b. If there is a merger event described in Addendum A, your application will also be considered incomplete if No is entered as a Plan Response for any Checklist Items #50 through #63.

Explain all N/A responses. Provide comments where noted. Also add any other optional explanatory comments.

Checklist Item #	SFA Filing Instructions Reference		Response Options	Plan Response	Name of File(s) Uploaded	Page Number Reference(s)	Plan Comments	In the e-Filing Portal, upload as Document Type	Use this Filenaming Convention
60.	Addendum A for Certain Events Section B, Item (9)	In addition to the information provided with Checklist Item #11, does the application include documentation of a death audit (with the information described in Checklist Item #11) for each plan that merged into this plan due to a merger described in § 4262.4(f)(1)(ii)?	Yes No					Pension plan documents, all versions available, and all amendments signed and dated	*Death Audit Plan Name Merged*, where "Plan Name Merged" is an abbreviated version of the plan name for the plan merged into this plan.
61.	Addendum A for Certain Events Section C, Item (1)	In addition to the information provided with Checklist Item #13, does the application include the same information in the format of Template 1 for each plan that merged into this plan due to a merger described in § 4262.4(f)(1)(ii)? Enter N/A if each plan that fully merged into this plan is not required to respond Yes to line 8b(1) on the most recently filed Form 5500 Schedule MB.	Yes No N/A					Financial assistance spreadsheet (template)	*Template 1 Plan Name Merged*, where "Plan Name Merged" is an abbreviated version of the plan name for the plan merged into this plan.
62.	Addendum A for Certain Events Section C, Item (2)	In addition to the information provided with Checklist Item #14, does the application include the same information in the format of Template 2 (if required based on the participant threshold) for each plan that merged into this plan due to a merger described in § 4262.4(f)(1)(ii)? Enter N/A if each plan that merged into this plan has less than 10,000 participants on line 6f of the most recently filed Form 5500.	Yes No N/A					Contributing employers	*Template 2 Plan Name Merged*, where "Plan Name Merged" is an abbreviated version of the plan name fore the plan merged into this plan.
63.	Addendum A for Certain Events Section C, Item (3)	In addition to the information provided with Checklist Item #15, does the application include similar information in the format of Template 3 for each plan that merged into this plan due to a merger described in § 4262.4(f)(1)?	Yes No					Historical Plan Financial Information (CBUs, contribution rates, contribution amounts, withdrawal liability payments)	*Template 3 Plan Name Merged*, where "Plan Name Merged" is an abbreviated version of the plan name for the plan merged into this plan.

UFCW LOCAL 1262 RETAIL (NON-FOOD) INDUSTRY PENSION PLAN

Amended and Restated as of [January 1, 2010]

UFCW LOCAL 1262 RETAIL (NON-FOOD) INDUSTRY PENSION PLAN

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UFCW LOCAL 1262 RETAIL (NON-FOOD) INDUSTRY PENSION PLAN

PREAMBLE

Effective June 1, 1972, a pension plan was adopted for the members of Retail Store Employees Union Local 1262 (affiliated with Retail Clerks International Association, AFL-CIO) in order to establish a systematic method by which those union members might receive retirement benefits. Effective January 1, 1977, the amended and restated plan known as the "Retail Store Employees Union Local 1262 Retail (Non-Food) Industry Pension Plan" (the "Plan") was adopted. Effective August 1, 1984, the name of the Plan was changed to "UFCW Local 1262 Retail (Non-Food) Industry Pension Plan." Effective January 1, 1989, the Plan was amended and restated in its entirety. Effective as of January 1, 1997, the Plan was further amended and restated in its entirety.

The Plan is hereby further amended and restated in its entirety, effective generally as of January 1, 2010 (except that provisions in the Plan that set forth a different effective date shall be effective as of such different effective date), to incorporate modifications required by applicable legislative and regulatory changes, including but not limited to the Economic Growth and Tax Relief Reconciliation Act of 2001, the Pension Protection Act of 2006 and certain additional changes and clarifications desired by the Trustees. The rights and benefits of any Member who retired, died or otherwise terminated employment prior to January 1, 2010 shall be determined under the provisions of the Plan in effect at such time, except as otherwise required by law or as otherwise provided in this Plan.

UFCW LOCAL 1262 RETAIL (NON-FOOD) INDUSTRY PENSION PLAN

Except as may be expressly provided in a given section of the Plan, the provisions of this document shall apply on and after January 1, 2010.

Section 1. Definitions

Wherever any of the terms below appear in this Plan, those terms shall be defined to mean as follows:

1.1 "**Accrued Retirement Pension**" or "**Accrued Benefit**" on any date means the amount determined under Section 4.1(b) based on total Credited Service to the date of determination.

1.2 "**Actuarial Equivalent**" means a benefit payable under this Plan in accordance with a benefit payment option available herein which is of equivalent actuarial value to the benefit otherwise payable to such Member. The actuarial factors used to calculate Actuarial Equivalent benefits are the factors set forth in Appendix B, as may from time to time be amended by the Trustees.

1.3 "**Anniversary Date**" means January 1, 1976 and, thereafter, January 1 of each year.

1.4 "**Annuity Starting Date**" means

(a) the first day of the first period for which an amount is payable as an annuity; or

(b) in the case of a benefit not payable in the form of an annuity, the first day on which all events have occurred which entitle the Member to such benefit.

1.5 "**Code**" means the Internal Revenue Code of 1986, as amended from time to time.

1.6 "**Collective Bargaining Agreement**" means any written agreement between an Employer and the Union that requires contributions to the Trust.

1.7 "**Credited Service**" means Service on which a Member's Retirement Pension is based, granted in accordance with the provisions of Section 3.

1.8 "**Deferred Retirement**" means the continued employment of an Active Member after Normal Retirement Date.

1.9 "**Deferred Retirement Date**" means the first day of the month coincident with or next following the actual retirement of a Member who has been on Deferred Retirement. Unless the Member elects otherwise, his Retirement Pension payments shall commence on his Deferred Retirement Date.

1.10 **"Disability Retirement Date"** means the date, on or after January 1, 1994, that the Social Security Administration establishes as the disability date under the federal Old Age, Survivors and Disability Act (OASDI), provided that the Member (i) has attained age 50 (at the time of termination of employment due to disability); (ii) has at least 10 Years of Vesting Service; and (iii) files an application for Disability Benefits with the Plan within one year of receipt of the letter from the Social Security Administration granting the Member disability benefits under the OASDI. If the Member otherwise meets the qualifications for a Disability Benefit under the Plan but fails to file an application for Disability Benefits within one year of receipt of the letter from the Social Security Administration, the "Disability Retirement Date" shall be the date the application for Disability Benefits is filed with the Plan, but it no event shall such date be earlier than the date that the Social Security Administration establishes as the disability date.

1.11 **"Earlier Retirement"** means retirement of a Member before Normal Retirement Date and only after the Member has attained age 55 and has at least 10 years of Vesting Service.

1.12 **"Earlier Retirement Date"** means the date prior to Normal Retirement Date on which a Member's Retirement Pension payments commence, which date shall be the first day of the month coincident with or next following the date on which a Member commences Earlier Retirement, or such later date (prior to Normal Retirement Date) as the Member shall select.

1.13 **"Effective Date"** means January 1, 1977.

1.14 **"Employee"** means any person on whose behalf an Employer is required to make contributions to this Plan, pursuant to the terms of a Collective Bargaining Agreement. "Full-Time Employee" means any Employee who is regularly and continuously scheduled to work 30 or more hours per week. "Part-Time Employee" means any Employee who is regularly scheduled to work less than 30 hours per week. "Employee" shall also mean any other employee for whom an Employer makes contributions to this Plan.

Notwithstanding the foregoing, an Employee shall not include any individual (i) classified as an independent contractor by the Employer, (ii) being paid by or through an employee leasing company or other third-party agency, or (iii) classified by the Employer as a leased employee (as defined by Section 414(n)(2) of the Code), during the period the individual is so paid or classified even if such individual is later retroactively reclassified as a common law employee of the Employer during all or any part of such period pursuant to applicable law or otherwise.

1.15 **"Employer"** means each party obligated by a Collective Bargaining Agreement to make contributions to the Plan on behalf of Employees or any other party who makes contributions to the Plan on behalf of Employees, including: (a) each firm, corporation, and group of firms or corporations which is a party to the Trust Agreement; and (b) each person, firm, and corporation which, with the approval of the Trustees, (i) has become bound by the Trust Agreement, and (ii) is a party to or is otherwise bound by a Collective

Bargaining Agreement requiring it to make contributions to the Plan. The term "Employer" shall include (i) each corporation that is a member of a controlled group of corporations (as defined in Section 414(b) of the Code and the regulations thereunder) that includes an Employer, (ii) any trade or business under common control (as defined in section 414(c) of the Code and the regulations thereunder) with an Employer, (iii) any member of an affiliated service group (as defined in Section 414(m) of the Code and the regulations thereunder) that includes an Employer, and (iv) any other entity required to be aggregated with an Employer under Section 414(o) of the Code and the regulations thereunder. Service with an Employer shall also be deemed to include service with all of the Employers to the extent required by Section 413(b) of the Code.

1.16 **"ERISA"** means the Employee Retirement Income Security Act of 1974, as amended from time to time, and all regulations promulgated pursuant thereto.

1.17 **"Hour of Service"** means each hour for which an Employee is paid, or entitled to payment, for the performance of duties for an Employer with such Hours to be credited for the computation period in which the services were performed.

An Employee shall also be credited with Hours of Service for (i) any non-work period (occurring prior to termination of employment) for which he is paid, or entitled to payment, by the Employer on account of vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty or leave of absence and (ii) any other period of absence for which Service credit is required to be granted under the law. Notwithstanding the foregoing, to the extent required by ERISA, if an Employee terminates employment and is paid (or entitled to payment), for a period beginning immediately thereafter, by the Employer for one of the reasons listed in (i) above (and would not otherwise be entitled to Hours of Service credit for such period), he shall continue to be credited with Hours of Service (but shall accrue no additional benefits) until the earlier of (a) the cessation of such payments or (b) the date he has been credited with 501 Hours of Service since his last day of active work, with any adjustment in his benefits required as a result of such additional credit to be made (retroactively, if necessary) at the time he ceases to be credited with Hours of Service as described above.

For purposes hereof the following rules shall apply:

(1) A payment shall be deemed to be made by, or due from, the Employer whether such payment is made by the Employer directly, or is made indirectly through a trust fund or an insurer (or other entity) to which the Employer contributes or pays premiums (regardless of whether such contributions or premiums are for the benefit of particular employees or are on behalf of a group of Employees in the aggregate); provided, however, that any payment made or due (a) under a plan maintained solely to comply with applicable unemployment compensation, workmen's compensation or disability insurance laws (or any similar law), or (b) solely to reimburse an Employee for medical or medically related expenses incurred by the Employee (or a member of his

family), or (c) any contributions to this Plan shall not be considered to be direct or indirect compensation paid or due from the Employer; and

(2) An Employee shall be considered to be entitled to pay for any hour during any of the periods described above in respect of which back pay is either awarded or agreed to be the Employer (irrespective of mitigation of damages). These hours shall be credited for the computation period or periods to which the award or agreement pertains rather than the computation period in which the award, agreement or payment is made, with no duplication of credit with any other Hours of Service. The number of Hours of Service to be credited in accordance with the foregoing, and the calendar year (or other applicable computation period) to which such Hours are credited, shall be determined by the Committee in accordance with the rules set forth in Labor Department Regulations §2530.200b-2(b) and (c).

1.18 "**Limitation Year**" means any 12-month period beginning on January 1.

1.19 "**Member**" means any person included in the membership of the Plan in accordance with the provisions of Section 2. "Active Member" means a Member who is working for an Employer and who completes at least 501 Hours of service during a given Plan Year, and for whom an Employer is required to make a contribution to the Plan. "Inactive Member" means a Member whose employment has terminated and who is entitled to benefits under this Plan, but who is not yet receiving benefit payments. "Retired Member" means a Member who had retired under the Plan and is receiving Retirement Pension payments under the Plan, including a beneficiary who is receiving benefit payments as a surviving Spouse of a Member. "Non-active Member" means a Member who is not an Active, Inactive, or Retired Member and who has not yet incurred a One-Year Break in Service.

1.20 "**Normal Retirement Date**" means the earlier of (a) or (b):

(a) The later of (i) the sixty-second (62nd) anniversary of a Member's date of birth, or (ii) the date on which the Member completes five (5) years of Vesting Service.

(b) The later of (i) the sixty-fifth (65th) anniversary of a Member's date of birth, or (ii) the fifth (5th) anniversary of a Member's commencement of participation in the Plan.

1.21 "**One-Year Break in Service**" means a Limitation Year during which an Employee completes less than 501 Hours of Service; provided, however, that an approved leave of absence (as defined in the applicable Collective Bargaining Agreement) shall not be counted towards a One-Year Break in Service.

If an individual is absent from work for any of the reasons set forth below and the hours during such absences are necessary to prevent a One-Year Break in Service, the

Plan shall treat as Hours of Service for purposes of determining under this Section whether a One-Year Break in Service has occurred the hours that would normally have been credited to such individual but for the absence, or, in any case in which the Trustees are unable to determine such normal Hours of Service, will be 8 Hours of Service per day of absence.

The reasons for which hours absent from work may be counted under this Section are:

(i) the pregnancy of the individual;

(ii) the birth of a child of the individual;

(iii) the placement of a child with the individual in connection with the adoption of such child by such individual; or

(iv) for purposes of caring for such child for a period beginning immediately following such birth or placement.

In no event shall the hours so treated exceed 501 hours in total. Such Hours of Service shall be credited in the Limitation Year in which the absence begins to the extent that the Hours of Service are necessary to prevent a One-Year Break in Service in that Limitation Year, with any excess credited to the following Limitation Year. No credit for Hours of Service shall be given under this Section unless the Member furnishes the Trustees or their designee such timely information as the Trustees may reasonably require to establish:

(i) that the absence from work is for reasons contained in this Section; and

(ii) the number of days for which there was such an absence.

Notwithstanding the foregoing, a One-Year Break in Service incurred prior to the Restatement Effective Date shall be determined in accordance with the provisions of the Plan as in effect on the date it had been incurred.

1.22 **"Plan"** means the Retail Store Employees Union Local 1262 Retail (Non-Food) Industry Pension Plan, as amended from time to time, and as in effect through July 31, 1984, after which date "Plan" means the United Food and Commercial Workers Union Local 1262 Retail (Non-Food) Industry Pension Plan.

1.23 **"Plan Year"** means the 12-month period beginning on the Effective Date and, thereafter, each 12-month period beginning on each January 1, so long as this Plan is in effect.

1.24 **"Qualified Domestic Relations Order"** means any judgment, decree, or order (including the approval of a property settlement agreement) which;

(a) relates to the provision of child support, alimony payments, or marital property rights to a Spouse, former Spouse, child, or other dependent of a Member (the "Alternate Payee"), and

(b) is made pursuant to a State domestic relations law (including a community property law).

The Qualified Domestic Relations Order must set forth the following:

(c) The name and the last known mailing address (if any) of the Member and mailing address of each Alternate Payee covered by the Order,

(d) The amount or percentage of the Member's benefits to be paid by the Plan to each such Alternate Payee, or the manner in which such amount or percentage is to be determined,

(e) The number of payments or period to which such order applies, and

(f) Each plan to which such Order applies.

In addition, a Qualified Domestic Relations Order must meet the following additional requirements:

(g) It must not require the Plan to provide any type or form of benefit, or any option, not otherwise provided under the Plan,

(h) It does not require the Plan to provide increased benefits (determined on the basis of Actuarial Equivalent value),

(i) It does not require the payment of benefits to an Alternate Payee which are required to be paid to another Alternate Payee under another Order previously determined to be a Qualified Domestic Relations Order,

(j) It does not require the payment of benefits prior to the earliest date on which the Member could retire, and if the Alternate Payee commences payment before the Member's termination of employment, the benefits shall be actuarially reduced without regard to any subsidies for early retirees, and

(k) The amount of any benefit payable to any Alternate Payee shall be adjusted to reflect the difference in age between the Alternate Payee and the Member.

1.25 **"Qualified Joint & One-Half Survivor Annuity"** (or Qualified Joint and Survivor Annuity) means an annuity payable for the life of a Retired Member with an annuity payable for life continuing, after the Retired Member's death, to his Spouse. The

amount continued to the Spouse shall be one-half (1/2) of the amount payable to the Retired Member and which is the Actuarial Equivalent of a Member's Standard Retirement Pension.

1.26 "**Qualified Optional Survivor Annuity**" means an annuity payable for the life of a Retired Member with an annuity payable for life continuing, after the Retired Member's death, to his Spouse. The amount continued to the Spouse shall be seventy-five percent (75%) of the amount payable to the Retired Member and which is the Actuarial Equivalent of a Member's Standard Retirement Pension.

1.27 "**Restatement Effective Date**" means January 1, 2010.

1.28 "**Retirement Pension**" means the pension benefit provided for under the Plan (see Section 4).

1.29 "**Service**" means employment with an Employer.

1.30 "**Spouse**" means a person of the opposite gender to whom a Member has been legally married throughout the one year period ending on the date of the Member's death or the person to whom the Member is legally married at the commencement of benefits by the Member.

1.31 "**Standard Retirement Pension**" means the form of pension benefit specified in section 6.1(a).

1.32 "**Trust**" or "**Trust Fund**" means the legal entity of the UFCW Local 1262 Retail (Non-Food) Industry Pension Plan and the fund established and maintained pursuant to Collective Bargaining Agreements between the Union and Employers and the Trust Agreement, to which contributions are made and from which benefits are paid in accordance with the terms of the Plan.

1.33 "**Trust Agreement**" means the agreement entered into to implement the funding of benefits provided hereunder, and all subsequent amendments thereto.

1.34 "**Trustees**" means the persons designated as trustees in accordance with the provisions of the Trust Agreement.

1.35 "**Union**" means United Food and Commercial Workers Union Local 1262.

1.36 "**Vesting Service**"

(a) Vesting Service will be determined in accordance with the following schedule:

Hours of Service in the Calendar Year	Vesting Service

1,000 Hours or More	1 Year
750 Hours to 999	½ Year
500 Hours to 749	1/4 Year
0 Hours to 499	0 Years

(b) The foregoing paragraph notwithstanding, if a Member who has no vested right to an Accrued Retirement Pension incurs a period of consecutive One-Year Breaks in Service, any Vesting Service completed before such period of consecutive One Year Breaks in Service shall not be taken into account if the number of consecutive One-Year Breaks in Service within such period equals or exceeds the greater of:

(i) Five (5), or

(ii) The Member's Vesting Service prior to such One-Year Breaks in Service.

Effective January 1, 1999, if a Member who has no vested right to an Accrued Retirement Pension incurs a period of consecutive One-Year Breaks in Service, any Vesting Service completed before such period of consecutive One-Year Breaks in Service shall not be taken into account if the number of consecutive One-Year Breaks in Service within such period equals or exceeds five (5).

Vesting Service completed before a given One Year Break in Service shall not include any Vesting Service that need not be taken into account because of a prior One-Year Break in Service.

(c) Notwithstanding anything else in the Plan to the contrary, service with an Employer in employment with respect to which the Employer is not obligated to make contributions to the Plan pursuant to a Collective Bargaining Agreement shall, in accordance with and to the extent required by Section 2530.210 of the Department of Labor Regulations, be considered Vesting Service if such Service is contiguous with Service with such Employer with respect to which such Employer is obligated to make contributions to the Plan pursuant to a Collective Bargaining Agreement.

(d) If the administrator of any other pension plan has executed a reciprocal agreement to which the Plan is a party, Vesting Service credit under such other pension plan shall be recognized by the Trustees as Vesting Service under the Plan. The Trustees shall embody such recognition in a resolution duly adopted.

The One-Year Break in Service provisions of clause (b) of this Section shall apply to this clause (d), except that, for purposes of applying the rules in clause (b) to this

clause (d), the period for which an employee has earned Vesting Service credit under the other pension plan shall be considered a period of employment.

Section 2. Membership

2.1 Eligibility Requirements

Each person who is a Member of the Plan on the day preceding the Restatement Effective Date shall continue to be a Member on and after the Restatement Effective Date if his Employer continues to be required to make contributions to the Plan on his behalf.

Each other person who is an Employee shall become a Member on the date on which his Employer is first required to make contributions to the Plan on his behalf.

2.2 Information at Membership

Upon becoming a Member, an Employee shall provide any information necessary for the purposes of administering the Plan that may be requested by the Trustees. Upon becoming a Member, each Employee shall be deemed conclusively, for all purposes, to have assented to the terms and conditions of the Plan, and shall be bound thereby.

2.3 Change of Job Classification

In the event that an Active Member's job classification is changed so that the Active Member is no longer an Employee, he shall become a Nonactive Member effective on the date of the change of job classification. He shall retain his Accrued Retirement Pension under this Plan and shall continue to vest in his Accrued Retirement Pension in accordance with the provisions of the Plan for so long as he continues to be employed by an Employer, but he shall be granted no Credited Service for Service after the date of change of job classification.

2.4 Return to Active Member Status

In all cases, a person who has ceased to be an Active Member and who again fulfills the requirements to become an Active Member in the Plan shall become an Active Member on the Anniversary Date following the date on which he fulfilled the requirements for Active Members. He shall become an Active Member retroactive to the date on which he fulfilled the requirements for same.

2.5 Termination of Membership

Membership in the Plan shall cease (a) when a Member dies, or (b) if a Member incurs a One-Year Break in Service before he has acquired any vested interest in his Accrued Retirement Pension, or (c) if a Member receives a lump sum distribution of the Actuarial Value of his vested benefit.

Section 3. Credited Service

3.1 Credited Service

All Service granted under this Section 3.1 shall be a Member's Credited Service.

(a) A Part-Time Employee shall be granted one twenty-fourth (1/24) of a year of Credited Service for each month in which his Employer is obligated to make a contribution to the Plan for him in his capacity as a Part-Time Employee.

(b) A Full-Time Employee shall be granted one twelfth (1/12) of a year of Credited Service for each month in which his Employer is obligated to make a contribution to the Plan for him in his capacity as a Full-Time Employee.

In the case of a Member who does not have any nonforfeitable right to an Accrued Retirement Pension pursuant to Section 4.1 or 4.2, Credited Service and Vesting Service before a period of consecutive One-Year Breaks in Service shall not be taken into account if the number of consecutive One-Year Breaks in Service equals or exceeds the greater of:

(c) Five (5), or

(d) The aggregate of the number of years of Service before such Break in Service.

Notwithstanding the foregoing, effective January 1, 1999, in the case of a Member who does not have any nonforfeitable right to an Accrued Retirement Pension pursuant to Section 4.1 or 4.2, Credited Service and Vesting Service before a period of consecutive One-Year Breaks in Service shall not be taken into account if the number of consecutive One-Year Breaks in Service is greater than or equal to five (5).

Credited Service and Vesting Service prior to a Break in Service shall be deemed not to include any years of Credited Service and Vesting Service not required to be taken into account under this Section by reason of any prior Break in Service.

Notwithstanding the foregoing, or any provision of this Plan to the contrary, effective as of December 12, 1994, contributions, benefits and service credit with respect to qualified military service will be provided in accordance with the Uniform Services Employment and Reemployment Rights Act ("USERRA") as described in Section 414(u) of the Code.

3.2 Service After Retirement

If a Retired Member is re-employed, additional Credited Service shall be granted for Service during the period of re-employment in accordance with the provisions of Section 3.1, subject to the Break in Service rules of Section 3.1 and subject to the repayment provisions of Section 6.3.

Section 4. Benefits

4.1 Retirement Benefits

(a) Right to Pension: A Member who reaches Normal Retirement Date while in the employ of an Employer shall be 100% vested in his Retirement Pension and shall have a nonforfeitable right to same.

(b) Amount of Retirement Pension: The Retirement Pension payable upon actual retirement at or after Normal Retirement Date shall be an amount per annum which is determined as follows:

(i) Effective for Active Members retiring on or after January 1, 1996, the Retirement Pension shall be an amount per annum equal to $216 multiplied by the Member's years of Credited Service. For Active Members retiring prior to January 1, 1996, see Appendix A.

The amount of the Retirement Pension shall be subject to the limitations set forth in Section 4.6.

The Retirement Pension payable under this Section 4.1(b) shall not be less than any Retirement Pension that would have been payable on any date on which the Member could have elected Earlier Retirement.

If a Member is receiving a benefit under section 4.1(d) or is entitled to a benefit under Section 4.2 and then is re-employed, the benefit to be provided on account of Credited Service after the Member's re-employment, when added to the benefit for his prior Credited Service, shall not exceed the maximum Retirement Pension under 4.6. However, subject to Section 6.2(e), such a Member's benefit shall in no event be less than his prior vested benefit.

(c) Deferred Retirement: The Retirement Pension payable at Deferred Retirement Date shall be the Retirement Pension which has accrued at Deferred Retirement Date, as determined under the provisions of Section 4.1(b), based on Credited Service to actual retirement.

(d) Earlier Retirement: The Retirement Pension payable at Earlier Retirement Date to a Member who attained Earlier Retirement as a result of such Member's attainment of age 55 and such Member's completion of 10 years of Vesting Service shall be the Accrued Retirement Pension otherwise payable at Normal Retirement Date (based on Credited Service to Earlier Retirement), reduced by one-half of one percent (1/2%) for each full month by which Earlier Retirement Date precedes Normal Retirement Date.

(e) Actuarial Adjustment of Deferred Pension Benefit: Notwithstanding the above, if a Member's Annuity Starting Date is after the Member attains the Normal Retirement Date, (or after the Deferred Retirement Date in the case of Deferred

Retirement), and no contributions have been made to the Plan on behalf of such Member after the Normal Retirement Date (or after the Deferred Retirement Date), the amount of the Member's monthly pension benefit commencing on the Member's Annuity Starting Date shall be the sum of (i) the amount of the Member's monthly pension benefit that would have been payable as of the Annuity Starting Date if the benefit had commenced at the Normal Retirement Date (or Deferred Retirement Date) (including any increases in benefits to pensioners that went into effect between the Normal Retirement Date or Deferred Retirement Date, and Annuity Starting Date), and (ii) the Actuarial Equivalent of the monthly amount of the value of the benefit payments the Member would have received between Normal Retirement Date (or the Deferred Retirement Date) and the Annuity Starting Date if the benefit had commenced at the Normal Retirement Date (or the Deferred Retirement Date) (including any increases in benefits to pensioners that went into effect between the Normal Retirement Date or the Deferred Retirement Date, and Annuity Starting Date). All amounts calculated hereunder will be subject to adjustment if the benefit is being distributed in the form of a Qualified Joint and One-Half Survivor Annuity or a Qualified Optional Survivor Annuity.

(f) Retired Members and terminated vested Members and their Beneficiaries, if any, who were formerly Members in The Stop & Shop Companies, Inc. Retirement Plan for Teamsters Local 966 on September 30, 1988 will receive a benefit from the UFCW Local 1262 Retail Non-Food Industry Pension Plan which is at least equal to the vested benefit accrued by each such Member in The Stop & Shop Companies, Inc. Retirement Plan for Teamsters Local 966 as of September 30, 1988.

4.2 Vesting

(a) If a Member's employment with an Employer terminates for any reason other than attainment of Normal Retirement Date or death, the Member shall be entitled to receive a benefit equal to his vested interest in his Accrued Retirement Pension. Except as provided in Sections 6.2(e) and 6.2(f), this benefit shall become payable at Normal Retirement Date.

(b) (i) Until December 31, 1998, any Member described in clause (a) above who has completed fewer than 10 years (in the case of Members not covered by a Collective Bargaining Agreement, 5 years) of Vesting Service and who has not reached the Normal Retirement Date at the time the Member separates from the employment of the Employer shall not be vested in any portion of his Accrued Retirement Pension. Until December 31, 1998, any Member who has reached Normal Retirement Date or who has completed at least 10 years (in the case of Members not covered by a Collective Bargaining Agreement, 5 years) of Vesting Service at the time the Member separates from the employment of the Employer shall be 100% vested in his Accrued Retirement Pension.

(ii) On or after January 1, 1999, any Member described in clause (a) above who has completed fewer than 5 years of Vesting Service and who has not reached the Normal Retirement Date at the time the Member separates from the employment of the Employer shall not be vested in any portion of his Accrued Retirement Pension. On or after January 1, 1999, any Member who has reached Normal Retirement Date or

who has more than one (1) Hour of Service after January 1, 1999 and has completed at least 5 years of Vesting Service at the time the Member separates from employment of the Employer shall be 100% vested in his Accrued Retirement Pension.

4.3 Pre-Retirement Survivor Benefits

(a) Upon the death of an Active, Inactive, or Non-active Member with a vested Accrued Retirement Pension prior to his Annuity Starting Date, the Plan shall provide a Pre-Retirement Survivor Annuity to the Member's Spouse, as provided in clause (b) or (c) below.

(b) If an Active, Inactive or Nonactive Member with a vested Accrued Retirement Pension dies prior to the Member's Earlier Retirement Date, and if the Member has a Spouse at the time of the Member's death, not earlier than the month in which the Member would have attained the Member's Earlier Retirement Date, the Member's Spouse shall receive, for life, the annuity which would have been payable if the Member had (1) separated from Service on the date of death; (2) survived to the Earlier Retirement Date; retired and died thereafter; and (3) had begun to receive the Member's pension in the form of a Qualified Joint & One-Half Survivor Annuity.

(c) If an Active, Inactive or Nonactive Member with a vested Accrued Retirement Pension dies after the Member becomes eligible for Earlier Retirement, and if the Member has a Spouse at the time of the Member's death, the Member's Spouse shall receive, for life, commencing on the first day of the month after the Member's death, the annuity which would have been payable if the Member had retired on the day before the date of the Member's death and had begun to receive the Member's pension in the form of a Qualified Joint and One-Half Survivor Annuity.

4.4 Post-Retirement Death Benefits

Upon the death of a Member on or after such Member's Annuity Starting Date, subject to Section 6.1, if the Member is survived by a Spouse, the Member's Spouse shall receive for life, the annuity which would have been payable if the Member had retired on the date of the Member's death and had begun to receive the Member's pension in the form of a Qualified Joint & One-Half Survivor Annuity.

4.5 Disability Benefits

(a) Any Active Member who becomes totally and permanently disabled (as defined in Section 4.5(b)) after he has attained age 50 and has at least 10 years of Vesting Service shall be granted a disability pension, which shall be the Accrued Retirement Pension otherwise payable at Normal Retirement Date (based on Credited Service to the date on which the Member became totally and permanently disabled), payable in the form provided in Section 6.1. The disability pension shall be paid in equal monthly installments commencing on the Disability Retirement Date and shall continue as long as the Member's total and permanent disability continues.

(b) A Member shall be deemed totally and permanently disabled upon determination by the Social Security Administration that he or she is entitled to a Social Security Disability Benefit in connection with his or her Old Age Survivors and Disability Insurance Coverage. The Board of Trustees may, at any time or from time to time, require evidence of continued entitlement to such Social Security Disability Benefits.

(c) A disabled Member shall not be granted Credited Service or Vesting Service for the period during which he is receiving a disability pension. If any disabled Member returns to work as an Employee, his disability pension payments shall cease; he shall again become an Active Member of the Plan; and he shall be credited with any Credited Service and any Vesting Service he had at the time he became disabled. Any disabled Member who ceases to be totally and permanently disabled prior to Normal Retirement Date and who fails to return to work for an Employer shall receive no further disability pension benefits under Section 4.5(a), but shall, instead, be treated as follows:

(i) if the Member had attained age 55 on the date he ceased to be totally and permanently disabled, he shall continue to receive benefits under the Plan in a reduced amount as if the Member had retired on an Earlier Retirement under Section 4.1(d) on the date he ceased to be totally and permanently disabled based on his years of Credited Service and the benefit rate in effect on the date he incurred a total and permanent disability; and

(ii) if the Member had not attained age 55 as of the date he ceased to be totally and permanently disabled, the Member shall be treated as if he had been an Inactive Member who terminated employment as of his date of disability; such Member's Credited Service shall be determined as of his date of disability.

(d) A Member who is receiving a disability pension under this Section 4.5 shall not qualify for any other benefits under the Plan as long as his total and permanent disability continues. A Member entitled to a disability pension shall have no right to elect a lump sum form of pension payment under Section 6.5.

(e) If a Member entitled to a disability pension loses entitlement to his or her Social Security Disability Benefit prior to attaining age 65, or otherwise recovers from such disability, such fact shall be reported to the Board of Trustees by the Member immediately after receipt of notice from the Social Security Administration of such loss or other recovery and the Member shall no longer be entitled to receive a disability pension from the Plan. The Member, upon his or her subsequent retirement, shall have his or her pension benefits actuarially reduced to take into account the number of months for which he or she received a disability pension from the Plan after he or she received the notice of termination from the Social Security Administration or otherwise no longer was totally or permanently disabled.

4.6 Maximum Benefit

(a) Anything herein to the contrary notwithstanding, the Plan shall be administered in a manner which will result in its complying with the provisions of section 415 of the Code, which are hereby incorporated into the Plan by reference.

(b) In addition to other limitations set forth in the Plan and notwithstanding any other provisions of the Plan, the accrued benefit of any Member, including the right to any optional benefits provided in the Plan (and all other defined benefit plans required to be aggregated with this Plan under the provisions of section 415 of the Code), and any benefits distributed under the Plan, shall not exceed the amount permitted under section 415 of the Code at any time. The cost-of-living adjustments in both the dollar limit, and, if applicable, the compensation limit provided for in section 415(d) of the Code are hereby incorporated by reference and shall be automatic, including those for Members who have incurred a severance from employment with an Employer; provided, however, that the annual benefit payable to a terminated Member, which is otherwise limited by the dollar limitation under section 415(b)(1)(A) of the Code, shall not be increased under section 415(d) of the Code after the annuity starting date.

(c) For purposes of applying the limitations of section 415 of the Code, compensation (hereinafter 415 Compensation) shall mean compensation as defined under Treasury Regulation 1.415(c)-2(a). A limitation as adjusted under section 415(d) will apply to Limitation Years ending with or within the calendar year for which the adjustment applies.

415 Compensation shall be included in a Limitation Year only if actually paid or made available during such Limitation Year, but also shall include amounts earned but not paid during the Limitation Year solely because of the timing of pay periods and pay dates, provided the amounts are paid during the first few weeks of the next Limitation Year, the amounts are included on a uniform and consistent basis with respect to all similarly situated employees, and no compensation is included in more than one Limitation Year.

415 Compensation for a Limitation Year shall also include compensation paid no later than the later of 2-1/2 months after a Member's severance from employment with an Employer or the end of the Limitation Year that includes the date of the Member's severance from employment. In such instances, compensation shall be included in 415 Compensation only if the payment is regular compensation for services during the Member's regular working hours, or compensation for services outside the Member's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar payments, and absent a severance from employment, the payments would have been paid to the Member while the Member continued in employment with an Employer. In addition, 415 Compensation shall include vacation and sick leave payouts that are paid no later than the later of 2-1/2 months after a Member's severance from employment with tan Employer or the end of the Limitation Year that includes the date of the Member's severance from employment. Notwithstanding the foregoing, the provisions of this paragraph shall not apply to payments to an individual who does not currently perform services for an Employer by reason of qualified military service (as defined in section 414(u) of the Code), to the extent those payments do not exceed the amount the individual would have

received had he continued to perform services for the Employer rather than entering military service.

(d) Notwithstanding the foregoing, any higher limits, or any lower limits, provided for in this Section 4.6 of the Plan as in effect prior to the effective date of the final Section 415 regulations are hereby grandfathered to the extent permitted by applicable law.

4.7 Funding-based Restrictions on Benefits

Notwithstanding any provision of the Plan to the contrary, effective for Plan Years beginning after December 31, 2007, all benefits, benefit accruals, and distributions of benefits under the Plan shall be subject to the rules contained in Section 432 of the Code (for plans in endangered or critical status), to the extend those rules apply, and the actions of the Trustees to comply therewith.

4.8 Notice Requirements

In the case of a Qualified Joint & One-Half Survivor Annuity, as described in Section 1.25, the Trustees shall provide each Member, no less than 30 days nor more than 180 days prior to the Annuity Starting Date, a written explanation of:

(i) The terms and conditions of a Qualified Joint & One-Half Survivor Annuity;

(ii) The Member's right to make and the effect of an election to waive the Qualified Joint & One Half Survivor Annuity ;

(iii) The rights of a Member's Spouse;

(iv) The right to make, and the effect of, revocation of a previous election to waive the Qualified Joint & One-Half Survivor Annuity;

(v) the relative values of the various optional forms of benefit under the Plan; and

(vi) the right to defer any distribution and the consequences of failing to defer distribution of benefits including a description of how much larger benefits will be if the commencement of distributions is deferred.

Notwithstanding the foregoing, the Annuity Starting Date for a distribution in a form other than a Qualified Joint & One-Half Survivor Annuity may be less than

30 days after receipt of the written explanation described in this Section 4.7(a) provided that: (1) the Member has been provided with information that clearly indicates that the Member has at least 30 days to consider whether to waive the Qualified Joint & One-Half Survivor Annuity and elect (with spousal consent) to a form of distribution other than a Qualified Joint & One-Half Survivor Annuity; (2) the Member is permitted to revoke any affirmative distribution election at least until the annuity starting date or, if later, at any time prior to the expiration of the seven-day period that begins the day after the explanation of the Member's right to waive the Qualified Joint & One-Half Survivor Annuity is provided to the Member; and (3) the Annuity Starting Date occurs after the date on which the written explanation was provided to the Member.

Section 5. Contributions

5.1 Employer's Contributions

The contributions of each Employer shall be payable in the amounts specified in the applicable Collective Bargaining Agreement(s). The Trustees shall notify each Employer of the time and manner of payment, if such particulars are not set forth in the applicable Collective Bargaining Agreement(s).

5.2 Irrevocability of Employer's Contributions

Any and all contributions made by an Employer shall be irrevocable and shall be held by the Trustees in accordance with the provisions of the Trust Agreement and Section 9, except as specifically provided in this Section 5.2.

In the case of a contribution made by an Employer which was made by a mistake of fact or law, in the sole and absolute discretion of the Trustees, the contribution may be returned to the Employer within six (6) months of the date on which the Trustees determine that the contribution was made by a mistake of fact or law, provided that such mistake was made within the 6-year period preceding the discovery of such mistake. Any earnings or gains attributable to a contribution made by a mistake of fact or law shall remain in the Trust Fund; any losses shall be deducted from the amount to be returned to the Employer.

In the case of contributions that are disallowed as deductions under Section 404 of the Code, the contribution shall be returned to the Employer, to the extent that the deduction is disallowed, within one (1) year of the disallowance. Any earnings or gains attributable to such contributions made shall remain in the Trust Fund; any losses shall be deducted from the amount to be returned to the Employer.

5.3 Funding Requirements

Employer contributions to the Plan shall satisfy the minimum funding requirements for the Plan as determined under the applicable provisions of sections 412 and 431 of the Code as in effect for Plan Years beginning after December 31, 2007.

Section 6. Distributions

6.1 Retirement Pension

(a) The Standard Retirement Pension provided under this Plan to a Member without a Spouse is a life annuity. In the event that a Member has a Spouse on the Member's Annuity Starting Date, the Standard Retirement Pension shall be a Qualified Joint & One-Half Survivor Annuity that is the Actuarial Equivalent of a life annuity unless the Member has elected, in writing, prior to the Annuity Starting Date pursuant to Section 6.1(b), not to receive the Member's Retirement Pension in the form of a Qualified Joint & One-Half Survivor Annuity. Except where such election is for a Qualified Optional Survivor Annuity, Member's election under this Section 6.1(a) shall not be effective unless:

(A)(i) the Spouse of the Member consents in writing to such election, (ii) such election designates a form of benefit which may not be changed without consent of such Spouse (or the consent of the Spouse expressly permits designations by the Member without any requirement of further consent by the Spouse, except that no such general consent shall be valid unless the general consent acknowledges that the Spouse has the right to limit consent to the form of such benefit and that the Spouse voluntarily elects to relinquish such right), and (iii) the Spouse's consent acknowledges the effect of such election and is witnessed by a Plan representative of a notary public, or

(B) it is established to the satisfaction of a Plan representative that the consent required under subparagraph (A) may not be obtained because there is no Spouse, because the Spouse cannot be located, or because of such other circumstances as the Secretary of the Treasury may by regulations prescribe.

Subject to subparagraph (A), any consent by a Spouse (or establishment that the consent of a Spouse may not be obtained) under the preceding sentence shall be effective only with respect to such Spouse. Additionally, a revocation of a prior waiver may be made by a Member without the consent of the Spouse at any time before the date benefits become payable under the Plan as a consequence of participation by the Member. A Spouse may not revoke a consent. A former Spouse will be treated as the Spouse or Surviving Spouse to the extent provided under a qualified domestic relations order as described in Section 414(p) of the Internal Revenue Code.

(b) Members shall be given the opportunity to elect, in writing in accordance with Section 6.1(a), not to receive benefits in the form of a Qualified Joint & One-Half Survivor Annuity. Such an election shall be made only after a Member has been provided with a written explanation, in nontechnical terms, as described in Section 4.7, of the circumstances under which a Qualified Joint & One-Half Survivor Annuity will be automatically provided, and of the financial differences between the Standard Retirement Pension and a Qualified Joint & One-Half Survivor Annuity. This information shall be provided to a Member no less than 30 days nor more than 180 days prior to the Member's Annuity Starting Date. The "Election Period" shall be the 180 day period ending on the Member's Annuity Starting Date, during which the Member may elect not to take a Qualified Joint & One-Half Survivor Annuity

described in Section 6.5(f)(iii). Any election made by a Member is revocable by the Member during the Election Period. If a Member revokes his first election, he may make a subsequent election during his Election Period.

6.2 Time of Distribution

(a) Subject to Internal Revenue Code Section 401(a)(9), Retirement Pension payments shall commence on the first day of the month coincident with or next following a Member's Normal Retirement Date, or on a Member's Earlier Retirement Date or Deferred Retirement Date, whichever is applicable, following the filing of an application for benefits by the Member pursuant to Section 8.3. If a Retired Member is reemployed as an Employee by an Employer in service covered by the Plan, as set forth in Section 6.7, the Member's Retirement Pension payments will be suspended until the Member again retires.

(b) In no event, except at the election of the Member, shall the distribution of benefits under this Plan commence later than the 60th day after the later of (i) the close of the Plan Year in which the Member reaches Normal Retirement Date, or (ii) the close of the Plan Year in which the Member's Service actually terminates.

(c) Retirement Pension payments shall be made monthly, in installments of one-twelfth (1/12) the annual amount, except as provided in Section 6.2(e).

(d) The vested benefit of a Member whose Service terminates for any reason other than Normal Retirement Date or death shall become payable on the first day of the month coincident with or next following that Member's Normal Retirement Date following the filing or application for benefits by the Member pursuant to Section 8.3, unless it is payable under Section 6.2(e) or 6.2(f).

(e) If the Actuarial Value of a vested Accrued Retirement Pension or Pre-Retirement Survivor Annuity or the amount payable to an Alternate Payee pursuant to a Qualified Domestic Relations order does not exceed $1,000 (or such other amount as may be established by the Internal Revenue Code as the maximum amount that may be distributed on termination of employment without a Member's consent), the Trustees shall distribute the Actuarial Value of the vested benefit to the Member (or his Spouse or the Alternate Payee) in one cash lump sum upon termination of employment, without any requirement for the Member's or the Member's Spouse's consent or the consent of the Alternate Payee. For purposes of this Section, if the Actuarial Value of the Member's vested Accrued Benefit is zero, the Employee shall be deemed to have received a distribution of such vested Accrued Benefit.

If the Actuarial Value of a vested Accrued Retirement Pension or Pre-Retirement Survivor Annuity exceeds $1,000, the following rules shall apply:

(i) With respect to Members who are alive on the Annuity Starting Date, the Member with the written consent of the Spouse pursuant to Section 6.1(a), may file with the Trustees a written

request for payment of the Actuarial Value of the Member's vested Accrued Retirement Pension in a lump sum payment if:

(A) the Member, on the Annuity Starting Date, qualifies for either an Earlier Retirement Benefit or a Normal Retirement Benefit. If the Member is entitled to an Earlier Retirement Benefit, the lump sum shall not be payable until the Member attains age 55. A Member with ten Years of Vesting Service who separates from service prior to attaining age 55 may elect this optional form of lump sum payment to be received by the Member after he attains 55 years of age. Any Member entitled to a Disability Retirement may not elect this optional form of lump sum payment (unless he returns to employment and subsequently retires with a Standard Retirement Pension);

(B) a request for the payment of the lump sum benefit is, unless otherwise waived as described below, made at least one year prior to the date on which the Member ceases being an Active Member, or less than one year prior to such date if the Member provided the Plan Office with a certificate of good health from a licensed medical practitioner satisfactory to the Trustees;

(C) the cumulative lump sum value of benefit payments under this Section 6.2(e) to Members and Spouses (and Alternate Payees) in a Plan Year does not exceed 10% of the fair market value of the assets of the Plan as of the first day of such Plan Year;

(D) the Member and the Member's Spouse satisfy the Spousal consent requirements for lump sum payouts provided under the Plan pursuant to Section 6.1(a); and

(E) an Active Member, who must commence receiving a distribution under Section 6.4, may not elect to receive a lump sum payout under this Section until he becomes a Retired Member.

(ii) With respect to Members who are not alive on the Annuity Starting Date, the Member's Spouse may elect to receive the Spouse's benefit in a lump sum payment on the date the Member would have attained the age of 55, if:

(A) The Spouse provides the Plan Office with a certificate of good health from a licensed medical practitioner satisfactory to the Trustees within 30 days prior to the date the Spouse is to receive such lump sum payment;

(B) The cumulative lump sum value of benefit payments under this Section 6.2(e) to Members and Spouses in a Plan Year does not exceed 10% of the fair market value of the assets of the Plan as of the first day of such Plan Year; and

(C) If the Member died prior to the Member's attainment of age 55, the Spouse was at least as old as the Member.

Subject to Section 6.3, a former Member who has received a distribution of the Actuarial Value of his Accrued Retirement Pension and who is subsequently reemployed shall not be granted any Credited Service for any Service prior to the date of his reemployment.

At the time of calculation, the interest rate used in determining the Actuarial Value of the lump sum Retirement Pension shall be the applicable rate as described in Appendix B (attached hereto).

(f) If and when an Inactive Member satisfies the age and service requirements for Earlier Retirement (as in effect when the Member's employment terminated), he may elect to receive benefit payments commencing on the first day of any month following his satisfaction of such requirements. The benefit payable shall be the Accrued Retirement Pension otherwise payable at Normal Retirement Date (based on Credited Service to the date on which the Member terminated employment), reduced by one-half of one percent (1/2%) for each month by which Earlier Retirement Date precedes Normal Retirement Date, unless an optional form of benefit is elected pursuant to Section 6.5.

(g) In the event that an Active Member becomes totally and permanently disabled, a disability pension shall be paid in accordance with the provisions of Section 4.5.

(h) Any death benefits due to a Member's Spouse shall be paid in accordance with the provisions of Section 4.3, Section 4.4 or Section 6.4, whichever is applicable.

6.3 Repayment Provision

(a) If a Member receives a lump sum distribution pursuant to Section 6.2 and the employee resumes covered employment under the Plan within the one year period after the employee's retirement, the employee's retirement will not be considered to be a bona fide actual retirement, and the employee shall be required to repay the distribution to the Plan with interest at market rates prior to the commencement of such reemployment.

(b) If a Member receives a lump sum distribution pursuant to Section 6.2 and the employee resumes covered employment under the Plan after the one year period referred to in paragraph (a), the Member shall have the right to (but shall not be required to) restore his or her employer-derived accrued benefit (including all optional forms of benefits and subsidies relating to such benefits) to the extent forfeited upon the repayment to the Plan of the full amount of the distribution plus interest, compounded annually from the date of distribution. Such repayment must be made before the earlier of five years after the first date on which the Member is subsequently reemployed by the Employer, or the date the Member incurs 5 consecutive One-Year Breaks in Service following the date of distribution. If a Member is deemed to receive a distribution pursuant to this section, and the Member resumes employment covered under this plan before the date the Member incurs 5 consecutive One-Year Breaks in

Service, upon the reemployment of such Member, the employer-derived accrued benefit will be restored to the amount of such accrued benefit on the date of the deemed distribution.

In the event that a Member is reemployed and does not repay the distribution in accordance with the preceding paragraph, Credited Service attributable to the period with respect to which the Member received a cash settlement will be disregarded for all purposes except vesting.

In the event of the reemployment of a Member who did not receive a distribution in accordance with Section 6.2, and who had a nonforfeitable right to all or a part of his Accrued Benefit at the time of his termination of employment, such Member shall receive credit for all years of Credited Service prior to his Break in Service. In this event, the Member's Service before his termination of employment will be combined with his subsequent Service for the purpose of computing the benefits to which the Member is entitled under the Plan.

6.4 Minimum Distribution Requirements

(a) General Rules

(1) The provisions of this article will apply for purposes of determining required minimum distributions for calendar years beginning with the 2003 calendar year.

(2) The requirements of this article will take precedence over any inconsistent provisions of the Plan.

(3) Requirements of Treasury Regulations Incorporated. All distributions required under this article will be determined and made in accordance with the Treasury regulations under section 401(a)(9) of the Internal Revenue Code.

(4) TEFRA Section 242(b)(2) Elections. Notwithstanding the other provisions of this Section, other than section 6.4(a)(3), distributions may be made under a designation made before January 1, 1984, in accordance with section 242(b)(2) of the Tax Equity and Fiscal Responsibility Act (TEFRA) and the provisions of the plan that relate to section 242(b)(2) of TEFRA.

(b) Time and Manner of Distribution

(1) Required Beginning Date. The Member's entire interest will be distributed, or begin to be distributed, to the Member no later than the Member's required beginning date.

(2) Death of Member Before Distributions Begin. If the Member dies before distributions begin, the Member's entire interest will be distributed, or begin to be distributed, no later than as follows:

(i) If the Member's surviving spouse is the Member's sole designated beneficiary, then distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Member died, or by December 31 of the calendar year in which the Member would have attained age 70 1/2, if later.

(ii) If the Member's surviving spouse is not the Member's sole designated beneficiary, then distributions to the designated beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Member died.

(iii) If there is no designated beneficiary as of September 30 of the year following the year of the Member's death, the Member's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Member's death.

(iv) If the Member's surviving spouse is the Member's sole designated beneficiary and the surviving spouse dies after the Member but before distributions to the surviving spouse begin, this Section 6.4(b)(2), other than Section 6.4(b)(2)(i), will apply as if the surviving spouse were the Member.

For purposes of this Section 6.4(b)(2) and Section 6.4(e), distributions are considered to begin on the Member's required beginning date (or, if Section 6.4(b)(2)(iv) applies, the date distributions are required to begin to the surviving spouse under Section 6.4(b)(2)(i)). If annuity payments irrevocably commence to the Member before the Member's required beginning date (or to the Member's surviving spouse before the date distributions are required to begin to the surviving spouse under Section 6.4(b)(2)(i)), the date distributions are considered to begin is the date distributions actually commence.

(3) Form of Distribution. Unless the Member's interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the required beginning date, as of the first distribution calendar year distributions will be made in accordance with subsections (c), (d) and (e) of this Section 6.4. If the Member's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of section 401(a)(9) of the Code and the Treasury regulations. Any part of the Member's interest which is in the form of an individual account described in section 414(k) of the Code will be distributed in a manner satisfying the requirements of section 401(a)(9) of the Code and the Treasury regulations that apply to individual accounts.

(c) Determination of Amount to be Distributed Each Year

(1) General Annuity Requirements. If the Member's interest is paid in the form of annuity distributions under the plan, payments under the annuity will satisfy the following requirements:

(i) the annuity distributions will be paid in periodic payments made at intervals not longer than one year;

(ii) the distribution period will be over a life (or lives) or over a period certain not longer than the period described in subsection (d) or (e);

(iii) once payments have begun over a period certain, the period certain will not be changed even if the period certain is shorter than the maximum permitted;

(iv) payments will either be nonincreasing or increase only as follows:

(A) by an annual percentage increase that does not exceed the annual percentage increase in a cost-of-living index that is based on prices of all items and issued by the Bureau of Labor Statistics;

(B) to the extent of the reduction in the amount of the Member's payments to provide for a survivor benefit upon death, but only if the beneficiary whose life was being used to determine the distribution period described in subsection (d) dies or is no longer the Member's beneficiary pursuant to a qualified domestic relations order within the meaning of section 414(p);

(C) to provide cash refunds of employee contributions upon the Member's death; or

(D) to pay increased benefits that result from a plan amendment.

(2) Amount Required to be Distributed by Required Beginning Date. The amount that must be distributed on or before the Member's required beginning date (or, if the Member dies before distributions begin, the date distributions are required to begin under Section 6.4(b)(2)(i) or (ii)) is the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval even if that payment interval ends in the next calendar year. Payment intervals are the periods for which payments are received, e.g., bi-monthly, monthly, semi-annually, or annually. All of the Member's benefit accruals as of the last day of the first distribution calendar year will be included in the calculation of the amount of the annuity payments for payment intervals ending on or after the Member's required beginning date.

(3) Additional Accruals After First Distribution Calendar Year. Any additional benefits accruing to the Member in a calendar year after the first distribution calendar year will be distributed beginning with the first payment interval ending in the calendar year immediately following the calendar year in which such amount accrues.

(d) Requirements for Annuity Distributions That Commence During Member's Lifetime

(1) Joint Life Annuities Where the Beneficiary Is Not the Member's Spouse. If the Member's interest is being distributed in the form of a joint and survivor annuity for the joint lives of the Member and a nonspouse beneficiary, annuity payments to be made on or after the Member's required beginning date to the designated beneficiary after the Member's death must not at any time exceed the applicable percentage of the annuity payment for such period that would have been payable to the Member using the table set forth in Q&A-2 of section 1.401(a)(9)-6T of the Treasury regulations. If the form of distribution combines a joint and survivor annuity for the joint lives of the Member and a nonspouse beneficiary and a period certain annuity, the requirement in the preceding sentence will apply to annuity payments to be made to the designated beneficiary after the expiration of the period certain.

(2) Unless the Member's spouse is the sole designated beneficiary and the form of distribution is a period certain and no life annuity, the period certain for an annuity distribution commencing during the Member's lifetime may not exceed the applicable distribution period for the Member under the Uniform Lifetime Table set forth in section 1.401(a)(9)-9 of the Treasury regulations for the calendar year that contains the annuity starting date. If the annuity starting date precedes the year in which the Member reaches age 70, the applicable distribution period for the Member is the distribution period for age 70 under the Uniform Lifetime Table set forth in section 1.401(a)(9)-9 of the Treasury regulations plus the excess of 70 over the age of the Member as of the Member's birthday in the year that contains the annuity starting date. If the Member's spouse is the Member's sole designated beneficiary and the form of distribution is a period certain and no life annuity, the period certain may not exceed the longer of the Member's applicable distribution period, as determined under this Section 6.4(d)(2), or the joint life and last survivor expectancy of the Member and the Member's spouse as determined under the Joint and Last Survivor Table set forth in section 1.401(a)(9)-9 of the Treasury regulations, using the Member's and spouse's attained ages as of the Member's and spouse's birthdays in the calendar year that contains the annuity starting date.

(e) Requirements for Minimum Distributions Where Member Dies Before Date Distributions Begin

(1) Member Survived by Designated Beneficiary. If the Member dies before the date distribution of his or her interest begins and there is a designated beneficiary, the Member's entire interest will be distributed, beginning no later than the time described in Section 6.4(b)(2)(i) or (ii), over the life of the designated beneficiary or over a period certain not exceeding:

(i) unless the annuity starting date is before the first distribution calendar year, the life expectancy of the designated beneficiary determined using the beneficiary's age as of the beneficiary's birthday in the calendar year immediately following the calendar year of the Member's death; or

(ii) if the annuity starting date is before the first distribution calendar year, the life expectancy of the designated beneficiary determined using the

beneficiary's age as of the beneficiary's birthday in the calendar year that contains the annuity starting date.

(2) No Designated Beneficiary. If the Member dies before the date distributions begin and there is no designated beneficiary as of September 30 of the year following the year of the Member's death, distribution of the Member's entire interest will be completed by December 31 of the calendar year containing the fifth anniversary of the Member's death.

(3) Death of Surviving Spouse Before Distributions to Surviving Spouse Begin. If the Member dies before the date distribution of his or her interest begins, the Member's surviving spouse is the Member's sole designated beneficiary, and the surviving spouse dies before distributions to the surviving spouse begin, this section 5 will apply as if the surviving spouse were the Member, except that the time by which distributions must begin will be determined without regard to Section 6.4(b)(2)(i).

(f) Definitions

(1) Designated beneficiary. The individual who is designated as the beneficiary of the Participant in accordance with and is the designated beneficiary under section 401(a)(9) of the Internal Revenue Code and section 1.401(a)(9)-1, Q&A-4, of the Treasury regulations.

(2) Distribution calendar year. A calendar year for which a minimum distribution is required. For distributions beginning before the Member's death, the first distribution calendar year is the calendar year immediately preceding the calendar year which contains the Member's required beginning date. For distributions beginning after the Member's death, the first distribution calendar year is the calendar year in which distributions are required to begin pursuant to Section 6.4(b)(2).

(3) Life expectancy. Life expectancy as computed by use of the Single Life Table in section 1.401(a)(9)-9 of the Treasury regulations.

(4) Required beginning date. The April 1 next following the date upon which the Member attains age 70-1/2.

6.5 Optional Forms of Pension Payment

(a) Subject to Section 6.1, each Active Member may elect to receive his Retirement Pension in one of the optional forms specified in Section 6.5(f). Such an election must be made during an election period which shall commence 180 days preceding his Annuity Starting Date and which shall end on his Annuity Starting Date. Any such election shall be made in writing on such form or forms as may be prescribed by the Trustees and must be delivered to the Trustees by first class mail, postage prepaid or personal delivery. Any such election may be revoked by the Member making such election at any time during the election period, and a new election may be filed by such Member no later than the Annuity Starting Date.

(b) Initial Notice: Not more than 180 or less than 30 days prior to the Annuity Starting Date, the Member shall receive, by first class mail, postage prepaid, or personal delivery, the notice described in Section 4.7.

(c) Administrative Procedures: The Trustees shall establish such procedures and prescribe such forms as are necessary to implement this election process.

(d) If an election of an optional form of pension payment is not or cannot be made, the Member's Retirement Pension will be in the form of the Standard Retirement Pension.

A Member entitled to a disability pension under Section 4.5 may not elect an optional form of pension payment under this Section 6.5.

(f) The optional forms of pension payment which a Member may elect are as follows:

(i) Lump Sum: A lump sum cash payment as described in Section 6.2(e) for those Members eligible for a lump sum cash payment.

(ii) Life Annuity: A Member with a Spouse may elect a life annuity with the consent of the Spouse in accordance with Section 6.1.

(iii) Qualified Optional Survivor Annuity (Joint and 75% Survivor Pension): A Member with a Spouse may elect to receive benefit payments in the form of a Qualified Optional Survivor Annuity, which shall also be known as the Joint and 75% Survivor Pension.. The Qualified Optional Survivor Annuity provides a lifetime pension for the Member plus a lifetime pension for his surviving spouse, starting at the death of the Member. Under the Qualified Optional Survivor Annuity, the monthly amount paid to the surviving spouse is seventy-five percent (75%) of the monthly amount paid to the Member. The Qualified Optional Survivor Annuity shall be the Actuarial Equivalent of the Qualified Joint & One-Half Survivor Annuity.

6.6 Indirect Payment of Benefits

If any Inactive Member, Retired Member, or Spouse is, in the judgment of the Trustees, legally, physically, or mentally incapable of personally receiving and receipting for benefit payments due under this Plan, the Trustees shall pay the benefits to the guardian or other legal representative of that Member or Spouse, or, if there is no guardian or legal representative, to the person or institution then maintaining or having custody of that Member or Spouse. Such payments shall constitute a full discharge with respect thereto.

6.7 Suspension of Retirement Pension Payments

If a Member is reemployed as an Employee and performs service described in Section 6.7(a) or if a Member remains in the employ of an Employer as an Employee after attaining his Normal Retirement Date, the Member's benefit payments shall be suspended (or, if applicable, shall not commence) in accordance with Section 2530.203-3 of the United States Department of Labor Regulations (the "DOL Regulations"), except to the extent that the Member elects, or is required, to receive in-service distributions pursuant to Section 6.4.

(a) For this Section to apply the Member must either:

(i) complete 40 or more hours of service (as defined in Section 2530.200b-2(a)(1) and (2) of the DOL Regulations) in any calendar month, or during a four-week or five-week payroll period ending in such month; or

(ii) receive payment for any such hours of service on each of 8 or more days (separate work shifts) in such month or payroll period, provided that

(I) the Plan has not for any purpose determined or used the actual number of hours of service which would be required to be credited to the Member under Section 2530.200b-(2)(a) of the DOL Regulations; and

(II) such hours of service were performed for a contributing Employer in Service covered by the Plan.

(b) A Member's Retirement payment which has been suspended pursuant to this Section 6.7 shall be resumed not later than the third calendar month after the calendar month in which the Member ceases to perform service described in Section 6.7(a). The initial payment upon resumption of Retirement payments shall include any amounts withheld during the period between the cessation of the period during which benefits were suspended pursuant to Section 6.7(a) and the resumption of payments, but shall not be actuarially adjusted for such delay in resumption of Retirement Benefits, nor shall any payment be made with respect to any month during which Retirement Benefits were suspended pursuant to Section 6.7(a).

(c) A Member may request in writing that the Trustees determine whether such Member's contemplated employment after the Member's Normal Retirement Date shall constitute service described in Section 6.7(a). Such written request must be filed not later than 60 days before the Member's Normal Retirement Date. In determining whether contemplated employment after such Member's Normal Retirement Date constitutes service described in Section 6.7(a), the Claims Procedure of Section 8.3 shall be applicable thereto.

(d) No Retirement payment shall be suspended under this Section 6.7 unless the Member is notified by personal delivery or first class mail during the first calendar month or payroll period in which Retirement payments are being suspended. Such notice will contain such information as may from time to time be required by Section 2530.203-3(b)(4) of the DOL Regulations.

(e) If a Member erroneously receives Retirement payments for a month during which such Retirement payments should have been suspended pursuant to Section 6.7, then the Trustees may deduct from future Retirement payments such erroneously received Retirement payments. However, no such deduction may exceed in any one month 25 percent of that month's Retirement payments to which the Member or the Member's Spouse, as the case may be, would have been entitled (excluding the initial payment of Retirement payments described in Section 6.7(b), which is subject to deduction without limitation).

6.8 Unclaimed Payments

(a) When distribution of a benefit is to commence to a Member or Spouse under the Plan, the Trustees shall use all reasonable efforts to locate and contact the Member or Spouse in accordance with the procedures that the Trustees have adopted for such purpose. If a Member or Spouse does not respond to the Trustees and claim his or her benefit within six months after the Trustees, in accordance with procedure, have undertaken all reasonable measures to locate and contact such individual, such individual shall be deemed to be "lost" as of such six month anniversary.

(b) Subject to the provisions of subsection (c) of this Section, the unclaimed benefit of a Member or Spouse that has been "lost" for a period of two consecutive years shall be forfeited at the end of such two year period and treated in accordance with other amounts forfeited under the Plan.

(c) Notwithstanding the provisions of subsection (b) above, a "lost" Member or Spouse shall have the right to claim payment of his or her benefit at any time beyond the two year period referred to in subsection (b) of this Section, and such benefit shall be paid to such Member or Spouse without interest.

6.9 Benefit Overpayments.

(a) Obligation to Pay Excess Amounts. A Member, spouse, or beneficiary who receives any payment from the Plan in excess of the amount which such individual is entitled to receive under the Plan (including, without limitation, due to mistake of fact or law, reliance on false or fraudulent statements, information or proof submitted by a claimant, or the unwarranted continuation of payments after the death of a Member, spouse, or beneficiary) ("Excess Payments"), shall be obligated to repay such Excess Payments to the Plan upon receipt of a written notice by the Trustees (or the Plan Administrator or any other designee

duly authorized by the Trustees) requesting such repayment.

(b) Recovery by Plan. The Trustees shall have full authority, in their sole and absolute discretion, to recover the amount of any Excess Payments (plus interest and costs) paid by the Plan to or on behalf of any Participant, Spouse, or Beneficiary. Such authority (either individually or in combination) shall include, but shall not be limited to, the right to:

(i) seek the Excess Payment in a lump sum from such individual;

(ii) reduce future benefits payable to the individual who received the overpayment;

(iii) reduce future benefits payable to a surviving spouse or other Beneficiary who is, or may become, entitled to receive payments under the Plan following the death of such individual, and/or

(iv) initiate legal action or take such other legal action as may be necessary or appropriate to recover any overpayment (plus interest and costs).

Section 7. Withdrawal of Employer

7.1 Definitions

Wherever any of the terms below appear in this Section 7, those terms shall be defined to mean as follows:

(a) "Contribution Base Unit" for a given Employer means a number equal to (i) the amount that the Employer contributed to the Plan during a given Plan Year for all Employees, divided by (ii) the monthly rate at which the Employer was obligated to contribute for Full-Time Employees. The Contribution Base Unit for any Plan Year ending before January 1, 1980 shall be deemed to be equal to the Employer's Contribution Base Unit for the Plan Year ending December 31, 1979.

(b) "Contribution Base Unit for the High Base Year" means the average of an Employer's Contribution Base Units for the two (2) Plan Years for which the Employer's Contribution Base Units were the highest within the five (5) Plan Years immediately preceding the beginning of the Three-Year Testing Period.

(c) "Three-Year Testing Period" means the period consisting of a given Plan Year and the two (2) Plan Years immediately preceding it.

7.2 Complete Withdrawal

A participating Employer shall be considered a "Withdrawn Employer" if on or after September 26, 1980 the Employer (a) permanently ceases to have an obligation to contribute to the Plan, or (b) permanently ceases all operations under the Plan. The date of withdrawal is the date of the cessation of obligation to contribute or of the cessation of the covered operations, whichever is applicable. A Withdrawn Employer shall be liable to the Plan for a withdrawal liability as set forth in this Section 7.

An Employer which ceases to exist because of a change in corporate structure or a change to an unincorporated form of business shall not be considered a Withdrawn Employer, provided that the change in status does not cause an interruption in Employer contributions or obligation to contribute.

A withdrawal shall not occur if a participating Employer temporarily suspends contributions during a strike or other labor dispute involving its employees solely because of that strike or labor dispute.

If a principal purpose of any transaction of an Employer is to evade or avoid liability under the Plan, this Section 7 shall be applied, and liability shall be determined and collected without regard to such transaction.

7.3 Partial Withdrawal

A participating Employer shall be considered a "Partially Withdrawn Employer" if:

(a) On or after September 26, 1980 the Employer partially ceases to have an obligation to contribute to the Plan because, during a given Plan Year, (i) the Employer permanently ceases to have an obligation to contribute under one or more (but fewer than all) Collective Bargaining Agreements under which the Employer had been obligated to contribute to the Plan, but the Employer continues to perform work within the jurisdiction of the Collective Bargaining Agreements of the type for which contributions were previously required, or the Employer transfers such work to another location; or (ii) an Employer permanently ceases to have an obligation to contribute to the Plan with respect to work performed at one or more (but fewer than all) of its facilities, but continues to perform work at its facilities of the type for which the obligation to contribute ceased.

(b) On or after January 1, 1983, there is a seventy percent (70%) decline in contributions. A seventy percent (70%) decline in contributions will be deemed to have occurred as of the last day of a given Plan Year if, during each Plan Year in the Three-Year Testing Period, the Employer's Contribution Base Unit does not exceed thirty percent (30%) of the Employer's Contribution Base Unit for the High Base Year.

The date of partial withdrawal is the last day of the Plan Year (at the end of the Three-Year Testing Period) during which an event described in Section 7.3(a) or 7.3(b) occurs. A Partially Withdrawn Employer shall be liable to the Plan for a partial withdrawal liability as set forth in this Section 7.

7.4 Method of Computing A Withdrawal Liability

(a) A Withdrawn Employer's withdrawal liability shall be the Employer's Unfunded Vested Benefit, adjusted or limited as described in Sections 7.6 and 7.7. The Unfunded Vested Benefit applicable to a Withdrawn Employer, prior to any adjustments or limitations, is the sum of (i) and (ii):

(i) The Employer's proportional share (if any) of the unamortized amount of the Plan's unfunded vested benefits as of December 31, 1979, as determined under Section 7.4(b).

(ii) The Employer's proportional share of the unamortized amount of the change in the Plan's unfunded vested benefits for Plan Years ending after December 31, 1979, as determined under Subsection 7.4(c).

If the sum of (i) and (ii) is negative, the Employer's Unfunded Vested Benefit shall be zero.

The Plan's unfunded vested benefits for any Plan Year (including the Plan Year ending December 31, 1979) is an amount equal to the value of nonforfeitable benefits measured as of the December 31 immediately preceding such Plan Year (based upon the

actuarial assumptions and methodology adopted by the Trustees for such measuring date) minus the fair market value of the assets of the Plan.

(b) (i) An Employer's proportional share of the unamortized amount of the Plan's unfunded vested benefits as of December 31, 1979 is the said unamortized amount (as defined below) multiplied by a fraction, the numerator of which is the sum of all contributions required to be made to the Plan by the Employer for the period of five (5) Plan Years ending on December 31, 1979, and the denominator of which is the sum of all contributions made for the period of five (5) Plan Years ending on December 31, 1979 by all Employers which (A) had an obligation to contribute to the Plan for the Plan Year ending on December 31, 1980, and (B) had not withdrawn from the Plan before September 26, 1980.

(ii) The "unamortized amount" of the unfunded vested benefits as of December 31, 1979 is the amount of the unfunded vested benefits as of that date, reduced by 5% of such amount for each succeeding completed Plan Year prior to withdrawal.

(c) (i) An Employer's proportional share of the unamortized amount of the change in the Plan's unfunded vested benefits for Plan Years ending after December 31, 1979 is the sum of the Employer's proportional shares of the unamortized amount of the change in unfunded vested benefits for each Plan Year in which the Employer has an obligation to contribute to the Plan which ends (A) after December 31, 1979, and (B) before the Plan Year in which the withdrawal of the Employer occurs.

(ii) The "change in unfunded vested benefits" for a given Plan Year is the amount by which the total of unfunded vested benefits at the end of that Plan Year differs from the sum, for Employers remaining in the Plan, of (A) the unamortized amount of the unfunded vested benefits as of December 31, 1979, and (B) the total of the unamortized amounts of the change in unfunded vested benefits for each Plan Year ending after December 31, 1979, and preceding the Plan Year for which the change is being determined.

(iii) For Employers remaining in the Plan, the "unamortized amount" of the change in unfunded vested benefits with respect to a given Plan Year is the change in unfunded vested benefits for that Plan Year, reduced by 5% of such change for each succeeding Plan Year.

(iv) An Employer's "proportional share" of the unamortized amount of the change in unfunded vested benefits for a given

Plan Year is the unamortized amount of such change multiplied by a fraction, the numerator of which is the sum of the contributions required to be made to the Plan by the Employer for the year in which the change arose and for the four (4) preceding Plan Years, and the denominator of which is the sum, for the Plan Year in which the change arose and for the four (4) preceding Plan Years, of all contributions made by Employers which had an obligation to contribute to the Plan for the Plan Year in which the change arose, reduced by the contributions made in those Plan Years by Employers which had withdrawn from the Plan in the Plan Year in which the change arose.

7.5 Method of Computing Partial Withdrawal Liability

A Partially Withdrawn Employer's withdrawal liability shall be the Employer's unfunded vested benefit, determined under Section 7.4 as if a complete withdrawal had occurred, adjusted as described in Section 7.7(a) if such adjustment is applicable, and multiplied by one (1) minus a fraction. The numerator of the fraction is the Employer's Contribution Base Unit for the Plan Year following the Plan Year in which the partial withdrawal occurs, and the denominator is the average of the Employer's Contribution Base Units for (a) the five (5) Plan Years immediately preceding the Plan Year in which the partial withdrawal occurs, or (b) in the case of a partial withdrawal which occurs as a result of a 70% decline in contributions, the five (5) Plan Years immediately preceding the beginning of the Three-Year Testing Period. The partial withdrawal will be deemed to occur on the last day of the Plan Year.

If, for any two (2) consecutive Plan Years following the Plan Year in which the partial withdrawal occurs, the Employer's Contribution Base Units are not less than 90% of the Contribution Base Unit for the High Base Year, then the Employer shall have no obligation to make withdrawal liability payments (other than any delinquent payments) with respect to the partial withdrawal for Plan Years which begin after the second Plan Year following the Plan Year in which the partial withdrawal occurs.

7.6 Employer Sale of Assets

An Employer shall not be liable upon the withdrawal or partial withdrawal of the Employer (hereinafter in this Section 7.6 referred to as the "Seller") if such withdrawal or partial withdrawal occurs solely because, as a result of a bona fide, arm's-length sale of assets to an unrelated party, as defined in Section 4204(d) of ERISA (hereinafter in this section 7.6 referred to as the "Purchaser"), the Seller ceases covered operations, or ceases to have an obligation to contribute for such operations, and if:

(a) The Purchaser has an obligation to contribute to the Plan with respect to the operations for substantially the same Contribution Base Unit for which the Seller had an obligation to contribute, as determined by the Trustees.

(b) The Purchaser provides to the Plan, for a period of five (5) Plan Years (commencing with the first Plan Year beginning after the sale of assets), a bond issued by a corporate surety company that is an acceptable surety for purposes of Section 412 of ERISA, or an amount to be held in escrow by a bank or similar financial institution satisfactory to the Trustees, in an amount equal to the greater of (i) or (ii):

(i) The average annual contribution required to be made by the Seller with respect to the operations under the Plan for the three (3) Plan Years preceding the Plan Year in which the sale of the Seller's assets occurs.

(ii) The annual contribution that the Seller was required to make with respect to the operations under the Plan for the last Plan Year before the Plan Year in which the sale of the Seller's assets occurs.

The bond or amount held in escrow shall be paid to the Plan if the Purchaser withdraws from the Plan in a complete or partial withdrawal, or fails to make a contribution to the Plan when due, at any time during the period of five (5) Plan Years beginning immediately after the sale.

(c) The contract for sale provides that if the Purchaser withdraws in a complete withdrawal, or in a partial withdrawal with respect to operations, during the period of five (5) Plan Years beginning immediately after the sale, the Seller is secondarily liable for any withdrawal liability it would have had with respect to the operations (but for this Section 7.6) if the liability of the Purchaser is not Paid.

If the Purchaser withdraws before the last day of the fifth (5th) Plan Year beginning after the sale, and fails to make any withdrawal liability payment when due, then the Seller shall pay to the Plan the Payments that would have been due from the Seller but for this Section 7.6.

If all, or substantially all, of the Seller's assets are distributed, or if the Seller is liquidated before the end of the fifth (5th) Plan Year beginning after the sale, then the Seller shall provide a bond or amount to be held in escrow equal to the present value of the withdrawal liability the Seller would have had but for this Section 7.6. If only a portion of the Seller's assets are distributed during the period of five (5) Plan Years beginning immediately after the sale, then a bond or amount to be held in escrow shall be required in accordance with regulations prescribed by the Pension Benefit Guaranty Corporation.

The liability of the party furnishing a bond or amount to be held in escrow shall be reduced, upon payment of the bond or escrow amount to the Plan, by the amount thereof. For the purposes of this Section 7.6, the liability of the Purchaser shall be determined as if the Purchaser were the Seller and had been required to contribute to the Plan the amount the Seller was required to contribute.

7.7 Limitation on Withdrawal Liability; De Minimis Rule

The following adjustments and limitations shall apply to an Employer's withdrawal liability wherever applicable.

(a) De Minimis Rule: The amount of the unfunded vested benefit determined under Section 7.4 shall be reduced by the lesser of (i) or (ii):

(i) Three-quarters of one percent (3/4%) of the Plan's unfunded vested benefits, determined as of the end of the Plan Year ending before the date of withdrawal.

(ii) Fifty thousand dollars ($50,000).

If the unfunded vested benefit determined under Section 7.4 exceeds $100,000, the amount equal to (i) or (ii) above, whichever is applicable, shall be reduced by the amount by which the unfunded vested benefit exceeds $100,000.

(b) Exception: Section 7.7(a) shall not apply:

(i) To an Employer who withdraws in a Plan Year in which substantially all Employers withdraw from the Plan; or

(ii) To an Employer who withdraws pursuant to an agreement or arrangement to withdraw in which substantially all Employers withdraw from the Plan during a period of one or more Plan Years.

In any action or proceedings to determine or collect withdrawal liability, if substantially all Employers have withdrawn from the Plan within a period of three (3) Plan Years, an Employer who has withdrawn from the Plan during such period shall be presumed to have withdrawn from the Plan pursuant to an agreement or arrangement, unless the Employer proves otherwise by a preponderance of the evidence.

(c) Sale of Assets: In the case of a bona fide sale of all or substantially all of an Employer's assets to an unrelated party in an arm's-length transaction, the unfunded vested benefit allocable to the Employer (unless the Employer is undergoing reorganization under Title 11, United States Code, or under similar provisions of State law), after the application of the above, shall not exceed the greater of (i) a portion of the liquidation or dissolution value of the Employer, determined after the sale or exchange of assets in accordance with the table below; or (ii) the unfunded vested benefit attributable to Employees of the Employer.

The portion described in subsection 7.7(a)(i) shall be determined as follows:

If the Liquidation or Dissolution Value of the	The Portion is

Employer After the Sale or Exchange is	
Not more than $2,000,000	30% of the amount
More than $2,000,000 but not more than $4,000,000	$600,000 plus 35% of the amount in excess of $2,000,000
More than $4,000,000 but not more than $6,000,000	$1,300,000 plus 40% of the amount in excess of $4,000,000
More than $6,000,000 but not more than $7,000,000	$2,100,000 plus 45% of the amount in excess of $6,000,000
More than $7,000,000 but not more than $8,000,000	$2,550,000 plus 50% of the amount in excess of $7,000,000
More than $8,000,000 but not more than $9,000,000	$3,050,000 plus 60% of the amount in excess of $8,000,000
More than $9,000,000 but not more than $10,000,000	$3,650,000 plus 70% of the amount in excess of $9,000,000
More than $10,000,000	$4,350,000 plus 80% of the amount in excess of $10,000,000

(d) Insolvency: In the case of an insolvent Employer undergoing liquidation or dissolution, the unfunded vested benefit allocable to that Employer shall not exceed an amount equal to the sum of (i) and (ii):

(i) 50% of the unfunded vested benefit allocable to the Employer, determined without regard to this Section 7.7.

(ii) That portion of 50% of the unfunded vested benefit allocable to the Employer (as determined under Subsection 7.7(d)(i)) which does not exceed the liquidation or dissolution value of the Employer determined (A) as of the commencement of liquidation or dissolution, and (B) after reducing the liquidation or dissolution value of the Employer by the amount determined under Subsection 7.7(d)(i).

7.8 Annual Payments; Default Rules

The amount of each annual payment to be made by a Withdrawn Employer toward the withdrawal liability shall be the product of (a) and (b):

(a) The average annual Contribution Base Unit during the period of three (3) consecutive Plan Years, within the period of 10 consecutive Plan Years ending before the Plan Year in which the withdrawal occurs, in which the Contribution Base Unit is the highest.

(b) The highest contribution rate at which the Employer had an obligation to contribute under the Plan during the ten (10) Plan Years ending with the Plan Year in which the withdrawal occurs.

For a Partially Withdrawn Employer, the amount of each annual payment shall be the product of (a) and (b) above multiplied by one (1) minus the fraction described in Section 7.5.

Except as provided below, an Employer shall pay its withdrawal liability over the period of years necessary to amortize such liability in level annual payments, calculated as if the first payment were made on the first day of the Plan Year following the Plan Year in which the withdrawal occurs, and as if each subsequent payment were made on the first day of each subsequent Plan Year. Actual payment shall be made in accordance with the provisions of Section 7.9.

The determination of the amortization period shall be based on the assumptions for the current liability rate used for the actuarial valuation of the Plan for the Plan Year preceding the withdrawal. In any case in which the amortization period exceeds 20 years, the Employer's liability shall be limited to the first 20 annual payments.

Each annual payment shall be payable in four equal installments at 1/4 the annual installment, due quarterly, or at other intervals as agreed upon between the Trustees and the Withdrawn Employer or Partially Withdrawn Employer. If a payment is not made when due, interest on the payment shall accrue from the due date until the date on which the payment is made.

The Withdrawn Employer or Partially Withdrawn Employer shall be entitled to prepay the outstanding amount of the unpaid annual withdrawal liability payments, plus accrued interest (if any), in whole or in part, without penalty. However, if the prepayment is made on account of a withdrawal which is later determined to be part of a withdrawal described in Section 7.7(b), the withdrawal liability of the Employer shall not be limited to the amount of the prepayment.

In the event of a default, the Trustees may require immediate payment of the outstanding amount of a Withdrawn Employer's or Partially Withdrawn Employer's withdrawal liability, plus the greater of accrued interest (at rates based on prevailing market rates for comparable obligations) on the total outstanding liability from the due date of the first

payment which was not timely made, or liquidated damages in an amount not to exceed 20% of the outstanding liability.

For the purposes of this Section 7.8, the term "default" means the failure of an Employer to make any payment when due, if the failure is not cured within 60 days after the Employer receives written notification from the Trustees of such failure, and any other event defined in rules adopted by the Trustees which indicates a substantial likelihood that an Employer will be unable to pay its withdrawal liability.

If the Plan terminates because of the withdrawal of every Employer from the Plan, or if substantially all the Employers withdraw from the Plan pursuant to an agreement or arrangement to withdraw from the Plan, the liability of each Employer who has withdrawn shall be determined (or redetermined) without regard to the 20-year payment limitation noted above; and, any other provision of this Section 7 notwithstanding, the total unfunded vested benefits of the Plan shall be fully allocated among all such Employers in a consistent manner.

In the case of the termination of the Plan, an Employer's obligation to make payments under this Section 7 ceases at the end of the Plan Year in which the assets of the Plan (exclusive of withdrawal liability claims) are sufficient to meet all obligations of the Plan, as determined by the Pension Benefit Guaranty Corporation.

7.9 Notification Procedure

Within thirty (30) days after receipt of a written request from the Trustees, an Employer shall furnish such information as the Trustees reasonably determine to be necessary to enable the Trustees to comply with the requirements of this Section 7.

(a) As soon as is practical after an Employer's complete or partial withdrawal, the Trustees shall notify the Employer of the amount of the Employer's withdrawal liability and the schedule of liability payments, and shall demand payment in accordance with the schedule.

(b) No later than 90 days after the Employer receives the notice described in Section 7.9(a), the Employer may ask the Trustees to review any specific matter relating to the determination of the Employer's withdrawal liability and the schedule of payments; may identify any inaccuracy in the determination of the amount of the unfunded vested benefit allocated to the Employer; and may furnish any additional relevant information to the Trustees.

(c) After a reasonable review of any matter raised in accordance with the provisions of Section 7.9(b), the Trustees shall notify the Employer of their decision, the basis for their decision, and the reason for any change that has been made in the amount of the Employer's withdrawal liability or in the schedule of liability payments.

Withdrawal liability shall be payable in accordance with the schedule set forth by the Trustees, and shall commence no later than 60 days after the date on which the Trustees make demand for payment in accordance with the provisions of Section 7.9(a).

7.10 Information To Be Furnished to Employers

The Trustees shall provide to a participating Employer, upon written request, without charge, the following information regarding Employer withdrawal liability:

(a) The method that the Trustees use to calculate an Employer's allocable share of the Plan's unfunded vested benefits, which method may be referred to as the "presumptive method."

(b) The total amount of the Plan's unfunded vested benefits.

(c) The total value of Employer contributions.

The Trustees may provide additional information, including an estimate of the Employer's potential withdrawal liability based on information unique to the Employer, such as the amount of the Employer's total contributions used in the calculation of the potential withdrawal liability. However, the Trustees may charge a reasonable fee for preparing and furnishing this additional information.

7.11 Resolution of Disputes

Any dispute between an Employer and the Trustees concerning a determination made under this Section 7 shall be resolved through arbitration using the American Arbitration Association. Either party may initiate the arbitration proceedings within a 60-day period from the earlier of the date of notification to the Employer under Section 7.9(c), or the date 120 days after the date of the Employer's request for review under Section 7.9(b).

The parties may jointly initiate arbitration within 180 days after the date of the Trustees' demand for payment under Section 7.9.

Arbitration proceedings under this Section 7.11 shall be conducted in accordance with fair and equitable procedures to be propounded by the Pension Benefit Guaranty Corporation. If the Pension Benefit Guaranty Corporation has not propounded such procedures, the rules of the American Arbitration Association shall apply.

The administration fees of the American Arbitration Association shall be borne equally by the appealing party and by the Trust Fund. The arbitrator's fees and expenses shall also be borne equally. Each party shall bear its own expenses and counsel fees. The Trustees may purchase insurance to cover potential liability of the arbitrator.

For the purposes of any proceedings under this Section 7.11, any determination made by the Trustees under Section 7 shall be presumed to be correct unless the party contesting the determination shows by a preponderance of the evidence that the determination was unreasonable or clearly erroneous.

In the case of the determination of the Plan's unfunded vested benefits for a Plan Year, the determination shall be presumed to be correct unless the party contesting the determination shows by a preponderance of the evidence that the actuarial assumptions and methods used in the determination were, in the aggregate, unreasonable (taking into account the experience of the Plan and reasonable expectations); or that the Plan's actuary made a significant error in applying the actuarial assumptions or methods.

Upon completion of the arbitration proceedings in favor of one of the parties, any party thereto may bring an action, no later than 30 days after the issuance of the arbitrator's award, in an appropriate United States District Court to enforce, vacate, or modify the arbitrator's award.

Any arbitration proceedings under this Section 7.11 shall be conducted in the same manner, shall be subject to the same limitations, shall be carried out with the same powers (including subpoena power), and shall be enforced in United States courts in the same manner as arbitration proceedings carried out under Title 9, United States Code.

In any such proceedings, there shall be a presumption, rebuttable only by a clear preponderance of the evidence, that the findings of fact made by the arbitrator are correct.

Payments shall be made by an Employer in accordance with the determinations made under this Section 7 until the arbitrator issues a final decision with respect to the determination submitted for arbitration. Any necessary adjustment for overpayment or underpayment arising out of the decision of the arbitrator shall be made in payments due after the final decision is issued. If the Employer fails to make timely payment in accordance with the arbitrator's final decision, the Employer shall be treated as being delinquent in the making of a contribution required under the Plan.

If no arbitration proceedings are initiated, the amounts demanded by the Trustees shall be due and owing in accordance with the schedule set forth by the Trustees. (See Section 7.9.) The Trustees may bring an action for collection in a State or federal court of competent jurisdiction.

Section 8. Administration of the Plan

8.1 Responsibility of Trustees

The Plan shall be administered by the Trustees. They shall establish rules for the administration of the Plan, and may employ such agents, legal counsel and medical advisers, and such clerical help, accountants, and actuaries as they may deem advisable to assist in the administration of their Plan.

The Trustees shall have the exclusive right, power, and authority, in their sole and absolute discretion, to administer, apply and interpret the Plan, Trust Agreement and any other Plan documents and to decide all matters arising in connection with the operation or administration of the Plan or the Trust and the investment of Plan assets. Without limiting the generality of the foregoing, the Trustees shall have the sole and absolute discretionary authority

to: (1) take all actions and make all decisions with respect to the eligibility for, and the amount of, benefits payable under the Plan; (2) formulate, interpret and apply rules, regulations and policies necessary to administer the Plan in accordance with its terms; (3) decide questions, including legal or factual questions, relating to the calculation and payment of benefits under the Plan; (4) resolve and/or clarify any ambiguities, inconsistencies and omissions arising under the Plan, Trust Agreement or other Plan documents; and (5) process, and approve or deny, benefit claims and rule on any benefit exclusions. In the event of a scrivener's error that renders a Plan term inconsistent with the Trustees' intent, the Trustees' intent controls, and any inconsistent Plan term is made expressly subject to this requirement. The Trustees have authority to review objective evidence to conform the Plan term to be consistent with the Trustees' intent. All determinations made by the Trustees with respect to any matter arising under the Plan, Trust Agreement and any other Plan documents shall be final and binding on all affected Plan Members (and their beneficiaries). Any determination made by the Trustees shall be given deference in the event it is subject to judicial review and shall be overturned only if it is arbitrary and capricious.

The Trustees shall be the "named fiduciaries" under the Plan. They shall have the right to allocate fiduciary responsibilities among themselves, and they (or any of them to whom such right shall be allocated) shall also have the right to designate persons other than named fiduciaries to carry out fiduciary responsibilities (other than Trustee responsibilities) under the Plan. Any person or group of persons may serve in more than one fiduciary capacity with respect to the Plan.

Except to the extent otherwise provided by law, if any duty or responsibility of a named fiduciary has been allocated or delegated to any other person in accordance with the provisions of this Plan or of the Trust Agreement, then that named fiduciary shall not be liable for any act or failure to act of the person appointed to carry out that duty or responsibility.

Any fiduciary may employ one or more persons to render advice with regard to any responsibility he has under the Plan.

8.2 Financial Procedures

The Trustees shall establish, or shall cause to be established by those persons to whom responsibility therefor has been allocated or delegated in accordance with the provisions of this Plan or the Trust Agreement, financial procedures consistent with the funding policy and the objectives of the Plan and consistent with the requirements of applicable law. The Trustees shall meet annually at a stated time of the year to review these financial procedures. Any actions taken with respect to financial procedures and the reasons for the actions taken shall be recorded in the minutes of the annual meetings.

8.3 Claims Procedure

Claims for benefits under the Plan shall be filed with the Trustees on forms supplied by the Trustees. Written notice of the disposition of a claim shall be furnished to

the claimant within ninety (90) days after the claim is filed, unless the ninety (90) day period is extended by the Trustees due to special circumstances, in which case the claimant shall be notified of such special circumstances, and the date by which decision will be made. If the claim is denied, the reasons for the denial shall be specifically set forth in writing in a manner calculated to be understood by the claimant. This written notice shall include an explanation of the Plan's claim review procedure, any additional material needed to perfect the claim and shall cite the provisions of the Plan which bear on the claim.

If the claimant whose claim has been denied wishes further consideration of his claim, he may request a review of his claim by following the procedures set forth in Section 13.

8.4 Liability

Except to the extent otherwise provided by law, no person who is a Trustee and no employee, director, or officer of any Employer shall incur any liability whatsoever on account of any matter connected with or related to the Plan or the administration of the Plan, unless such person has acted in bad faith or has been guilty of willful misconduct or gross negligence in respect of his duties, actions, or omissions regarding the Plan.

8.5 Data from Employer

Each Employer shall furnish to the Trustees, on request, any information necessary for the proper administration of the Plan.

Section 9. Management of the Trust Fund

9.1 Use of Trust Fund

The Trust Fund shall be used to provide the benefits under this Plan and to pay the expenses of the Plan and of the reasonable expenses incurred by the Trustees on behalf of the Plan. No part of the corpus or income of the Trust Fund shall be used for or diverted to purposes other than for the exclusive benefit of Members and their Beneficiaries under this Plan until all liabilities for benefits and expenses have been satisfied. The Trust Fund shall be held in trust by the Trustees, who shall have the powers and duties specified in the Trust Agreement.

9.2 Investments

The Assets of the Trust Fund shall be managed, invested, and reinvested in accordance with the provisions of the Trust Agreement.

9.3 Investment Manager

(a) The Trustees may appoint one or more investment managers, as defined in Section 3(38) of ERISA, to manage, acquire and dispose of any assets of the Plan. Any such investment manager shall be an investment adviser registered under the Investment Advisers Act of 1940, a bank as defined in that Act, or an insurance company

qualified to perform investment services under the laws of at least two States. The appointment of any such investment manager shall not be effective until such investment manager has acknowledged in writing that it is a fiduciary with respect to the Plan.

(b) If an investment manager is appointed pursuant to this Section 9.3, the Trustees shall not be liable for the investment manager's acts or omissions unless the Trustee

(i) knowingly participates in or conceals the investment manager's breach of fiduciary duty knowing that it is a breach,

(ii) enables the investment manager to commit a breach by failure of the Trustee to act prudently, or

(iii) has knowledge of a breach by the investment manager and has not made reasonable efforts under the circumstances to remedy the breach.

The Trustees shall not be considered to be investment managers.

Section 10. Non-Alienation of Benefits

10.1 Provision with Respect to Assignment and Levy

Except as otherwise provided herein, no benefit under this Plan shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, levy, or charge, and any attempt to so anticipate, alienate, sell, transfer, assign, pledge, encumber, levy upon, or charge any benefit shall be void; nor shall any benefit under this Plan be in any manner liable for or subject to the debts, contracts, liabilities, engagements, or torts of the person entitled to such benefit.

Notwithstanding the foregoing, with respect to judgments, orders, decrees issued, and settlement agreements entered into on or after August 5, 1997, a Member's benefit may be reduced if a court order or requirement to pay arises from: (1) a judgment of conviction for a crime involving the Plan, (2) a civil judgment (or consent order or decree) that is entered by a court in an action brought in connection with a breach (or alleged breach) of fiduciary duty under ERISA; or (3) a settlement agreement entered into by the Member and either the Secretary of Labor or the Pension Benefit Guaranty Corporation in connection with a breach of fiduciary duty under ERISA by a fiduciary or any other person. The court order, judgment, decree, or settlement agreement must specifically require that all or part of the amount to be paid to the Plan be offset against the Member's Plan benefits.

However, the Plan shall comply with Qualified Domestic Relations Orders as defined in Section 1.24.

In the case of any Domestic Relations Order received by the Plan:

(a) The Trustees shall promptly notify the Member and any Alternate Payee of the receipt of such order and the Plan's procedures for determining the qualified status of Domestic Relations Orders, and

(b) Within a reasonable period after receipt of such Order, the Trustees shall determine whether such order is a Qualified Domestic Relations Order and notify the Member and each Alternate Payee of such determination.

During the period in which the issue of whether a Domestic Relations Order is a Qualified Domestic Relations Order is being determined (by the Trustee, by a court of competent jurisdiction, or otherwise) the Trustees shall segregate in a separate account in the Plan or in an escrow account the amounts which would have been payable to the Alternate Payee during such period if the order had been determined to be a Qualified Domestic Relations Order.

If within 18 months the order (or modification thereof) is determined to be a Qualified Domestic Relations Order, the Trustees shall pay the segregated amounts (plus any interest thereon) to the person or persons entitled thereto. If such a qualified domestic relations order requires the Plan to commence the payment of benefits to the Alternate Payee before the Member has separated from service (as permitted under Section 206(d)(3)(E) of ERISA), such benefits shall be paid as if the Member had retired on the date on which such payments are to

begin under such order (but taking into account only the present value of benefits actually accrued and not taking into account the present value of any subsidy for early retirement).

If within 18 months:

(c) It is determined that the Order is not a Qualified Domestic Relations Order, or

(d) The issue as to whether such Order is a Qualified Domestic Relations Order is not resolved, then the Trustees shall pay the segregated amounts (plus any interest thereon) to the person or persons who would have been entitled to such amounts if there had been no order.

Any determination that an Order is a Qualified Domestic Relations Order which is made after the close of the eighteen-month period shall be applied prospectively only.

For the purpose of this Section, the term "Alternate Payee" means any Spouse, former Spouse, child or other dependent of a Member who is recognized by a Domestic Relations Order as having a right to receive all, or a portion of, the benefits payable under a plan with respect to such Member.

Section 11. Amendment and Termination of the Plan

11.1 Right to Amend

The Trustees reserve the right to modify or amend any or all of the provisions of this Plan, in whole or in part, at any time and from time to time by written resolution of the Trustees in accordance with the provisions set forth in the Trust Agreement. Notwithstanding the foregoing, effective for Plan Years beginning after December 31, 2007, no amendment to the Plan shall decrease the accrued benefit of any Participant unless the amendment satisfies the requirements of section 412(d)(2) of the Code and the regulations thereunder. In addition, any amendment to the Plan shall be subject to and in compliance with the restrictions on amendments contained in Section 432 of the Code (for plans in endangered or critical status), to the extend those rules apply.

Anything in this Plan to the contrary notwithstanding, the Trustees in their sole discretion may make any modifications or amendments, additions or deletions in this Plan, as to benefits or otherwise, and retroactively if necessary, and regardless of the effect on the rights of any particular Members, which they deem appropriate in order to bring this Plan into conformity with or to satisfy the conditions of any applicable laws or regulations, and in order that the Plan and the Trust may qualify and continue to qualify under Section 401(a) of the Code as it now exists or may from time to time be amended, and in order that the Trust may be declared exempt and may remain exempt from taxation under Section 501(a) of said Code.

11.2 Right to Terminate

The Trustees reserve the right to terminate the Plan in full or in part at any time by written resolution of the Trustees in accordance with the provisions of the Trust Agreement. If the Plan is so terminated, either with respect to the entire Plan or with respect to any Employer participating in the Plan, every affected Member shall be 100% vested in his Accrued Retirement Pension (subject to the provisions of Sections 11.3, 11.4, and 11.5).

11.3 Allocation of Assets on Termination

If the Plan is terminated, the assets of the Plan available to provide benefits shall be allocated among the Members and Beneficiaries receiving or entitled to receive benefits in the following order:

(a) First, to provide that portion of each individual's accrued benefit which is derived from a Member's voluntary (i.e., nonmandatory) contributions to the Plan (if any).

(b) Second, to provide that portion of each individual's accrued benefit which is derived from a Member's mandatory contributions (if any). "Mandatory contributions" means amounts contributed to the Plan by a Member which are required as a condition of employment, as a condition of membership in the Plan, or as a condition of

obtaining benefits under the Plan attributable to Employer contributions. For purposes of this paragraph, the total amount of a Member's mandatory contributions is the amount of such contributions reduced by the sum of any amounts paid to the Member before the termination of the Plan (but such total amount shall not be less than zero).

(c) Third, in the case of benefits payable as annuity:

(i) In the case of benefits which were in pay status as of the beginning of the three-year period ending on the termination date of the Plan, to provide each such benefit, computing such benefits on the basis of the provisions of the Plan (as in effect during the five (5) year period ending on the termination date of the Plan) under which such benefits would be the least.

(ii) In the case of benefits which would have been in pay status as of the beginning of the three-year period ending on the termination date of the Plan if the Members entitled to them had retired prior to the beginning of such three-year period, to provide each such benefit (in the form of the Standard Retirement Pension), computing such benefits on the basis of the provisions of the Plan (as in effect during the five-year period ending on the termination date of the Plan) under which such benefits would be the least.

(d) Fourth,

(i) To provide all other benefits (if any) under the Plan guaranteed under Title IV of ERISA (determined without regard to Section 4022B(a) of ERISA), and

(ii) To provide the additional benefits (if any) which would be included under subparagraph (i) above if Section 4022(b)(5)(B) of ERISA did not apply.

For purposes of this paragraph (d), Section 4021 of ERISA shall be applied without regard to subsection (c) thereof.

(e) Fifth, to provide all other nonforfeitable benefits under the Plan, calculated as if employment terminated immediately prior to termination of the Plan.

(f) Sixth, to provide all other benefits under the Plan.

11.4 Other Provisions Applicable on Termination

(a) The amount allocated under any paragraph of Section 11.3 with respect to any benefit shall be properly adjusted for any allocation of assets with respect to that benefit under a prior paragraph of Section 11.3.

(b) If the assets available for allocation under any paragraph of Section 11.3 (other than paragraphs (d), (e) and (f)) are insufficient to satisfy in full the benefits of all individuals described in that paragraph, the assets shall be allocated pro-rata among such individuals on the basis of the present value (as of the termination date of the Plan) of their respective benefits described in that paragraph.

(c) If the assets available for allocation under paragraph (d) of Section 11.3 are not sufficient to satisfy in full the benefits described in that paragraph, the assets shall be allocated first to benefits described in Section 11.3(d)(i). Any remaining assets shall then be allocated to benefits described in Section 11.3(d)(ii). If assets allocated to benefits described in Section 11.3(d)(ii) are insufficient to satisfy all such benefits, the assets shall be allocated pro-rata among such individuals on the basis of the present value (as of the termination date of the Plan) of their respective benefits described in Section 11.3(d)(ii)

(d) If the assets available for allocation under paragraph (e) of Section 11.3 are not sufficient to satisfy in full the benefits described in that paragraph, then:

(i) The available assets shall be allocated to provide the benefits which were nonforfeitable under the provision of the Plan as in effect at the beginning of the five-year period ending on the termination date of the Plan, and

(ii) If the available assets are more than sufficient to satisfy the benefits which were nonforfeitable under the provisions of the Plan as in effect at the beginning of the five-year period ending on the termination date of the Plan, then the nonforfeitable benefits shall be determined on the basis of the Plan as amended by the most recent Plan amendment effective during the five-year period ending on the termination date of the Plan under which the available assets are sufficient to satisfy the benefits in full. Any assets then remaining to be allocated shall be allocated on the basis of the Plan as amended by the next succeeding Plan amendment.

(e) If the Secretary of the Treasury determines that the allocation made pursuant to Section 11.3 results in discrimination prohibited by Section 401(a)(4) of the Code, then the assets allocated under paragraphs d(ii), (e), and (f) of Section 11.3 shall be reallocated to the extent necessary to avoid such discrimination and to prevent the disqualification of the Plan and/or the Trust under Section 401(a) of the Code.

(f) Any increase or decrease in the value of the assets of the Plan which occurs during the period beginning on the later of (i) the date a trustee is appointed under Section 4042(b) of ERISA or (ii) the date on which the Plan is terminated, is to be allocated between the Plan and the Pension Benefit Guaranty Corporation in the manner determined by the court (in the case of a court-appointed trustee), or as agreed upon by the Pension Benefit Guaranty Corporation and the Trustees in any other case. Any increase or

decrease in the value of the assets of the Plan occurring after the date on which the Plan is terminated shall be credited to or suffered by the Pension Benefit Guaranty Corporation.

(g) After the Plan has been terminated, the allocated assets shall be distributed to Members and their Beneficiaries in cash or in kind, in a manner to be determined by the Committee. (If annuity contracts are to be distributed, they shall be purchased from reputable insurance companies as determined by the Trustees.) Any assets remaining after all of the Plan's liabilities to Members and their Beneficiaries have been satisfied shall be used to provide additional benefits for those Members and Beneficiaries. Any such additional benefits shall be provided on a pro-rata basis, according to the ratio that an individual's accrued benefit bears to the total of all accrued benefits.

(h) In the event of the termination of the Plan, the benefit of any Highly Compensated Employee (as defined in Section 414(q) of the Code) and of any Highly Compensated Former Employee (as described in Section 1.414(q)-IT, Q&A 4 of the Temporary Treasury Regulations or any successor provision thereto) shall be limited to a benefit that is nondiscriminatory under Section 401(a)(4) of the Code.

11.5 Recapture of Certain-Payments

(a) If the Plan is terminated and a trustee is appointed under Section 4042(b) of ERISA, and if such trustee is authorized to recover payments under Section 4045, this Section 11.5 shall apply. In such an event, the trustee appointed under Section 4042(b) of ERISA shall have the power to recover from a Member, for the benefit of the Plan, the "recoverable amount" (as defined below) of all payments from the Plan to the Member which were made within the three-year period ending on the termination date of the Plan.

For purposes of this Section 11.5, the "recoverable amount" is the excess of (i) over (ii), determined as follows:

(i) The sum of the amounts of the payments actually received by a Member within the three-year period ending on the termination date of the Plan.

(ii) The sum of (A), (B), and (C):

(A) The sum of the amounts such Member would have received during each consecutive 12-month period within the three-year period ending on the termination date of the Plan if the Member had received his benefit in the form described in Section 11.5(b).

(B) The sum for each of the consecutive 12-month periods of the lesser of:

(1) the excess, if any, of $10,000 over the benefit in the form described in Section 11.5(b), or

(2) the excess of the actual payment, if any, over the benefit in the form described in Section 11.5(b).

(A) The present value at the time of Plan termination of the Member's future benefits guaranteed under Title IV of ERISA as if the benefits commenced in the form described in Section 11.5(b).

(b) For purposes of Section 11.5(a), the form of benefit shall be the monthly benefit the Member would have received during each consecutive 12-month period if he had elected, at the time of the first payment made to him during the three-year period ending on the termination date of the Plan, to receive his interest in the Plan as a monthly benefit in the form of a life annuity commencing at the time of the first payment made to him.

(c) In the event of a distribution described in Section 4043(b)(7) of ERISA, the three-year period referred to in Sections 11.5(a) and 11.5(b) shall not end sooner than the date on which the Pension Benefit Guaranty Corporation is notified of the distribution.

(d) The trustee appointed under Section 4042(b) of ERISA shall not recover any payment made from the Plan after or on account of the death of a Member, or made to a Member who is disabled (within the meaning of Section 72(m)(7) of the Code) or in cases where the expected cost of such recovery would exceed the amount of the anticipated recovery. The Pension Benefit Guaranty Corporation is authorized to waive, in whole or in part, the recovery of any amount which the trustee is authorized to recover for the benefit of the Plan under this Section 11.5 in any case in which it determines that such recovery would result in substantial economic hardship to a Member or his Beneficiaries.

(e) In determining distributions and the sufficiency of assets, Pension Benefit Guaranty Corporation rates in effect on the termination date of the Plan may be employed in lieu of the rates specified in Section 1.2, provided that such rates shall be applied in a uniform and nondiscriminatory manner.

11.6 Merger

If there is a merger or consolidation with or transfer of assets or liabilities to another plan, and if the Plan then terminates, each Member shall be entitled to receive a benefit immediately after the merger, consolidation, or transfer which is equal to or greater than the benefit he would have been entitled to receive immediately before the merger, consolidation, or transfer, if the Plan had then terminated.

11.7 Provision Against Diversion

No part of the corpus or income of the Trust Fund shall, by reason of any modification or amendment to the Plan or otherwise, be used for or diverted to purposes other than for the exclusive benefit of Members and their Beneficiaries under the Plan and for the payment of administrative expenses of the Plan.

Section 11.7 shall also apply to the creation, assignment, or recognition of a right to any benefit payable with respect to a Member pursuant to a Domestic Relations Order, unless such Order is determined to be a Qualified Domestic Relations Order, as defined in Section 414(p) of the Code, or any Domestic Relations Orders entered before January 1, 1985. Any Domestic Relations Order entered before January 1, 1985 will be treated by the Plan as a Qualified Domestic Relations Order if payment of benefits pursuant to the Order has commenced, as of that date, and may, in the Trustee discretion, be treated as a Qualified Domestic Relations Order if payment of benefits has not commenced as of such date, even though the order does not satisfy the requirements of Section 414(p).

Section 12. Limitations

12.1 Limitations on Payment of Benefits

(a) In the event of Plan termination, the benefit of any highly compensated active or former employee (as determined in Section 414(q) of the Code) is limited to a benefit that is nondiscriminatory under Code Section 401(a)(4).

(b) Benefits distributed to any of the 25 most highly compensated active and highly compensated former employees (as determined under Internal Revenue Code Section 414(q)) with the greatest compensation in the current or any prior year are restricted such that the annual payments are no greater than an amount equal to the payment that would be made on behalf of the employee under a straight life annuity that is the Actuarial Equivalent of the sum of the employee's accrued benefit, the employee's other benefits under the Plan (other than a Social Security supplement, within the meaning of section 1.411(a)-7(c)(4)(ii) of the Treasury Regulations), and the amount the employee is entitled to receive under a Social Security supplement.

(c) The preceding paragraph shall not apply if: (A) after payment of the benefit to an employee described in the preceding paragraph, the value of the Plan assets equals or exceeds 110% of the value of current liabilities, as defined in Section 412(l)(7) of the Code, (B) the value of the benefits for an employee described above is less than 1% of the value of current liabilities before distribution, or (C) the value of the benefits payable under the plan to an employee described above does not exceed $5,000 ($3,500 prior to January 1, 1998).

(d) In the event that Congress should provide by statute, or the Internal Revenue Service should provide by regulation or ruling, that the conditions set forth herein are no longer necessary for the Plan to meet the requirements of Section 401 or other applicable provisions of the Code, such conditions shall immediately become void and shall no longer apply, without the necessity of further amendment to the Plan.

(e) For purposes of this Section 12.1, benefit includes loans in excess of the amount set forth in section 72(p)(2)(A) of the Code, any periodic income, any withdrawal values payable to a living employee, and any death benefits not provided for by insurance on the employee's life.

Section 13. Procedures Concerning Controversies and Disputes

13.1 Issues Subject to Review

All questions or controversies of whatever character arising in any manner or between any persons in connection with the Plan or the operation of the Plan -- whether as to a claim for benefits preferred by a Member, Spouse, or other person; or as to the construction, language, or meaning of the Plan or of the Trust Agreement or of the bylaws, rules, and regulations adopted by the Trustees; or as to any writing, decision, instrument, or accounts

connected with the operation of the Plan; or otherwise -- shall be submitted to the Trustees for review in the manner set forth in this Section 13.

13.2 Hearings

Any Member or Spouse who makes a claim for benefits under this Plan and is ruled ineligible by the Trustees (or by an administrator acting for the Trustees), or who believes he did not receive the full amount of benefits to which he is entitled, or who is otherwise adversely affected by any action of the Trustees, shall have the right to ask the Trustees to conduct a hearing into the matter, provided that he makes his request, in writing, within 60 days after learning of the Trustees' original decision or action. The Trustees shall then conduct a hearing at its next regularly scheduled meeting (provided, however, that if the request for a review is received by the Trustees within 30 days prior to its next regularly scheduled meeting, the decision may be made at the second regularly scheduled meeting of the Trustees following receipt of the request for review) at which the Member or Spouse shall be entitled to present his position and any evidence in support thereof. (The Trustees may designate a committee of Trustees to sit in lieu of the entire body of Trustees.) The Member or Spouse may be represented at any such hearing by an attorney or by any other representative of his choosing. After the hearing, the Trustees shall issue a written decision reaffirming, modifying, or setting aside their original decision or action. The written decision which shall be sent to the claimant shall specify the Plan provisions on which the decision is based. If special circumstances require an extension for time for processing a request for review, the decision of the Trustees may be made at the third meeting following the date the request for review is made; provided, however, that the claimant shall receive written notification explaining the special circumstances which require more time as well as indicating the date by which a final decision is expected.

If the Member or Spouse is dissatisfied with the written decision of the Trustees, he shall have the right to appeal the matter to arbitration in accordance with the rules of the American Arbitration Association, provided that he submits his request for arbitration to the Trustees, in writing, within 60 days after the receipt of the Trustees' written decision.

13.3 Arbitration

The question for the arbitrator shall be whether, in the particular instance, the Trustees were in error upon an issue of law; acted arbitrarily or capriciously in the exercise of their discretion; or made findings of fact which were not supported by substantial evidence.

The administration fees of the American Arbitration Association shall be borne equally by the appealing party and by the Trust Fund. The arbitrator's fee and expenses shall also be borne equally. Each party shall bear its own expenses and counsel fees.

The decision of the arbitrator shall be final and binding upon the Trustees and upon the appealing party.

13.4 Application of This Section

The procedures set out in this Section 13 shall be the sole and exclusive procedures available to a Member or Spouse or other person who is dissatisfied with an eligibility determination or benefit award, or who is otherwise adversely affected by an action of the Trustees.

Section 14. Direct Rollovers to Other Eligible Plans

14.1 Election by Distributee.

Notwithstanding any provision of the Plan to the contrary that would otherwise limit a distributee's election under this Article, a distributee may elect, at the time and in the manner prescribed by the Trustees (or a Plan administrator at the designation of the Trustees), to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover.

14.2 Definitions.

(a) Eligible rollover distribution: An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated beneficiary, or for a specified period of ten years or more; any distribution to the extent such distribution is required under section 401(a)(9) of the Code; and the portion of any distribution that is not includable in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities).

Notwithstanding the foregoing, a portion of a distribution shall not fail to be an eligible rollover distribution merely because the portion consists of after-tax employee contributions which are not includible in gross income. However, such portion may be paid only to an individual retirement account or annuity described in section 408(a) or (b) of the Code, or to a qualified defined contribution plan described in section 401(a) or 403(a) of the Code that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible.

(b) Eligible retirement plan: An eligible retirement plan is an individual retirement account described in section 408(a) of the Code, an individual retirement annuity described in section 408(b) of the Code, a qualified trust described in section 401(a) of the Code, or an annuity plan described in section 403(a) of the Code, that accepts the distributee's eligible rollover distribution, an eligible retirement plan shall also mean an annuity contract described in section 403(b) of the Code and an eligible plan under section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this plan. For distributions made after December 31, 2007, an eligible retirement plan shall also mean an eligible Roth IRA. This definition of eligible retirement plan shall also apply in the case of a distribution to a surviving spouse, or to a spouse or former spouse who is the alternate payee under a qualified domestic relation order, as defined in section 414(p) of the Code. For distributions made after December 31, 2009, in the case of an eligible rollover distribution to a non-Spouse Beneficiary, an eligible

retirement plan is an individual retirement account described in Section 408(a) of the Code or an individual retirement annuity described in Section 408(b) of the Code that was established for the purpose of receiving the distribution on behalf of such non-Spouse distributee. In order for such eligible retirement plan to accept a Non-spouse Rollover on behalf of a non-Spouse distributee, (1) a direct trustee-to-trustee transfer must be made to such eligible retirement plan, which shall be treated as an eligible rollover distribution for purposes of the Code, (2) the individual retirement plan shall be treated as an inherited individual retirement account or individual retirement annuity (within the meaning of Section 408(d)(3)(C) of the Code) for purposes of the Code, and (3) Section 401(a)(9)(B) of the Code (other than clause (iv) thereof) shall apply to such plan.

(c) Distributee: A distributee includes an employee or former employee. In addition, the employee's or former employee's surviving spouse and the employee's or former employee's spouse or former spouse who is the alternative payee under a qualified domestic relations order, as defined in section 414(p) of the Code, are distributees with regard to the interest of the spouse or former spouse. A Member's designated beneficiary who is not the Member's spouse or former spouse is a distributee with regard to his or her interest.

(d) Direct Rollover: A direct rollover is a payment by the Plan to the eligible retirement plan specified by the distributee.

Section 15. Miscellaneous Provisions

15.1 Construction

This Plan is intended to be a qualified plan under Section 401(a) of the Code. Any provision of this Plan that would cause the Plan to fail to comply with the requirements for qualified plans under the Code shall, to the extent necessary to maintain the qualified status of the Plan, be null and void ab initio, and of no force and effect, and the Plan shall be construed as if the provision had never been inserted in the Plan.

The provisions of this Plan shall be construed, regulated, and administered according to the laws of the State of New Jersey.

15.2 Trust Agreement

The Trust Agreement is hereby made and shall henceforth be a part of this Plan.

15.3 Gender and Number

Wherever applicable, the masculine pronoun as used in this Plan and the Trust Agreement shall be deemed to include the feminine, and the singular pronoun, the plural.

15.4 Notwithstanding anything in the Plan to the contrary, the Trustees (or a Plan administrator acting at the designation of the Trustees) shall have discretionary and final authority to (a) determine all questions concerning eligibility, elections, contributions and benefits under the Plan, (b) construe all terms of the Plan, including any uncertain terms, and (c) determine all questions concerning Plan administration. The Trustees (or a Plan administrator acting at the designation of the Trustees) also have discretion and authority to interpret Plan terms to reflect the Trustees' intent. In the event of a scrivener's error that renders a Plan term inconsistent with the Trustees' intent, the Trustees' intent controls, and any inconsistent Plan term is made expressly subject to this requirement. The Trustees (or a Plan administrator acting at the designation of the Trustees) have the authority to review objective evidence to conform the Plan term to be consistent with the Trustees' intent. Any determination made by the Trustees (or a Plan administrator acting at the designation of the Trustees) shall be given deference in the event it is subject to judicial review and shall be overturned only if it is arbitrary and capricious.

15.5 Execution

This Plan has been established by the Trustees in accordance with resolutions they have adopted, and it may be executed in any number of counterparts, each of which shall be deemed to be an original. All the counterparts shall constitute but one and the same instrument, which may be sufficiently evidenced by any one counterpart.

Section 16. Transfer of Assets - Multiemployer Plans

16.1 Merger or Transfer of Plan Assets or Liabilities to One or More Multiemployer Plans. The Plan shall not merge with one or more multiemployer plans or transfer assets or liabilities to or from another multiemployer plan unless the merger or transfer satisfies all of the following requirements:

(a) No Member's or Spouse's accrued benefit may be lower immediately after the effective date of the merger or transfer than the benefit immediately before the merger or transfer. The administrator of the respective Plans shall certify to the trustee of the respective Plans that this is the case.

(b) Actuarial valuations of the plans involved in the merger or transfer shall have been performed based on the assets and liabilities of the plan as of a date not earlier than the first day of the last Plan Year ending before the proposed effective date of the transfer. The valuation shall separately identify assets, contributions and liabilities being transferred, and shall be based on the actuarial assumptions and methods that are expected to be used for the first Plan Year beginning after the transfer.

(c) For each plan involved in the transaction, an enrolled actuary shall determine that a plan meets applicable plan solvency standards in that all of the following requirements are met:

(i) Expected contributions shall equal or exceed the estimated amount necessary to satisfy the minimum funding requirements of Section 412(a) of the Code (including reorganization funding, if applicable) for the five (5) Plan Years beginning on or after the proposed effective date of the transfer.

(ii) The fair market value of plan assets immediately after the transfer shall equal or exceed the total amount of expected benefit payments during the first five (5) Plan Years beginning on or after the proposed effective date of the transfer.

(iii) Expected contributions for the first Plan Year beginning on or after the proposed effective date of the transfer shall equal or exceed expected benefit payments for that Plan Year.

(iv) Contributions for the amortization period shall equal or exceed unfunded accrued benefits plus expected normal costs. For purposes of this Section, "Unfunded Accrued Benefits" means the excess of the present value of accrued benefits over the fair market value of the assets determined on the basis of the actuarial valuation required in Section 16.1(b). For purposes of this Section, "amortization period" means either 25 Plan Years or the amortization period of the resulting base when the combined charge base and the combined credit

base are offset under Section 412(b) of the Code. The actuary may select either period.

16.2 Mergers and Non Significant Transfers

(a) To satisfy the plan's solvency requirements, a merger or non-significant transfer, as that term is used in the Pension Benefit Guaranty Corporation proposed regulation Section 2672.5(b), the merged plan or for each plan that continues after the transfer must meet the following requirements:

(i) The fair market value of the Plan assets immediately after the merger or transfer equals or exceeds five times the benefit payments in the last Plan Year ending before the proposed effective date of the merger or transfer, or

(ii) In each of the five (5) Plan Years beginning after the proposed effective date of the merger or transfer, expected plan assets plus expected contributions and investment earnings equal or exceed expected expenses and benefit payments for the Plan Year.

16.3 De Minimis Mergers and Transfers

(a) A merger is de minimis if the present value of accrued benefits (whether or not vested) of one plan is less than 3% of the fair market value of the other plan's assets.

(b) A transfer of assets of liabilities is de minimis if:

(i) The fair market value of assets transferred, if any, is less than 3% of the fair market value of all the assets of the transferor plan; and

(ii) The present value of the accrued benefits transferred (whether or not vested) is less than 3% of the fair market value of all the assets of the transferee plan.

(c) For purposes of paragraphs (a) and (b) of this Section, the value of plan assets and accrued benefits may be determined as of any date prior to the proposed effective date of the merger or transfer, but not earlier than the date of the most recent valuation performed for purposes of Section 412(b) of the Code

(d) In determining whether a merger or transfer is de minimis, the assets and accrued benefits transferred in previous de minimis mergers and transfers within the same Plan Year shall be aggregated as set forth in paragraphs (d)(i) and (d)(ii) of this Section. For the purposes of those paragraphs, the value of plan assets may be determined as of the date during the Plan Year on which the total value of the plan's assets is the highest.

(i) A merger is not de minimis if the total present value of accrued benefits merged into a plan, when aggregated with all prior de minimis mergers of the transfers to that plan effective within the same Plan Year, equals or exceeds 3% of the value of the plan's assets.

(ii) A transfer is not de minimis if, when aggregated with all previous mergers and transfers effective within the same Plan Year:

(A) The value of all assets transferred from the plan equals or exceeds 3% of the value of the plan's assets; or

(B) The present value of all accrued benefits transferred to the plan equals or exceeds 3% of the plan's assets.

16.4 Effect of Reciprocal Agreements

There shall be no transfer of assets where there is a Reciprocal Agreement as detailed in Section 1.35(d) in effect.

Section 17. Top Heavy Plans

17.1 Applicability.

The provisions of this Article shall apply to any Plan Year if, as of the applicable Determination Date, the Plan constitutes a Top-Heavy Plan.

17.2 Definitions.

The definitions apply to this Article and unless otherwise specifically stated in another section hereof do not apply to any other section of this Plan.

(a) Determination Date. With respect to each Plan Year, the Determination Date shall be the final day of the immediately preceding Plan Year; provided, however, that with regard to the Plan's initial Plan Year the "Determination Date" shall be the last day of the first Plan Year.

(b) Key Employee. Key Employee means any employee or former Employee (including any deceased Employee) who at any time during the plan year that includes the determination date was an officer of the Employer having annual compensation greater than $150,000 (as adjusted under section 416(i)(1) of the Code), a 5-percent owner of the employer, or a 1-percent owner of the employer having annual compensation of more than $150,000. For this purpose, annual compensation means compensation within the meaning of section 415(c)(3) of the Code. The determination of who is a Key Employee will be made in accordance with section 416(i)(1) of the Code and the applicable regulations and other guidance of general applicability issued thereunder

(c) Non-Key Employee. Any Employee who is not a Key Employee.

(d) Aggregated Plans "Aggregated Plans" shall mean all plans of the Employer or any Associated Company (1) that are qualified under Code Section 401(a) and (b) in which a Key Employee is a Member, and (2) all other plans of the Employer or any Associated Company that enable any plan described in clause (1) above to meet the requirements of Code Section 401(a)(4) or 410 (the "Required Aggregation Group"). The Required Aggregation Group shall include each plan which satisfies the requirements of the preceding sentence, whether or not any such plan is terminated. In addition, the term "Aggregated Plans" shall include any plan of the Employer or any Associated Company which is not required to be included in the Required Aggregation Group, provided that the resulting group, taken as a whole, continues to meet the requirements of Code Sections 401(a)(4) and 410 (the "Permissive Aggregation Group"). The Committee may elect to exclude as an Aggregated Plan any plan in the Permissive Aggregation Group that is a collectively bargained plan, if the necessary information as to Members and benefits with respect to such plan is not available.

(e) Top-Heavy Plan. The Plan shall constitute a "Top-Heavy Plan" for any Plan Year if, as of the most recent Valuation Date which is within the twelve month period ending on the Determination Date, the sum of (a) the accounts of Key

Employees under any Aggregate Plan that is of a defined contribution type and (b) the present value of the cumulative accrued benefits of Key Employees under any Aggregate Plan that is of a defined benefit type exceeds sixty percent (60%) of the sum of (a) the accounts of all Employees under any Aggregate Plan that is of a defined contribution type and (b) the present value of the cumulative accrued benefits of all Employees under any Aggregate Plan that is of a defined benefit type. The above determinations shall be made in accordance with Code Section 416(g).

(f) Rules for Determining Accrued Benefits and Accounts. In determining the present value of accrued benefits for Aggregated Plans of the defined benefit variety and accounts for Aggregated Plans of the defined contribution variety, the following rules shall prevail:

(i) The accrued benefit for each current Employee shall be computed as if the Employee voluntarily terminated service as of the Determination Date.

(ii) The interest rate to be used shall be five percent (5%) and post-retirement mortality shall be determined based on the 1983 Group Mortality Table for Males. There shall be no assumption as to pre-retirement mortality or future increases in cost of living.

(iii) If a qualified joint and survivor annuity within the meaning of Code Section 401(a)(11) is the normal form of benefit, for purposes of determining the present value of the accrued benefit, the Spouse of the Member or Former Member shall be assumed to be the same age as the Member or Former Member.

(iv) The present value shall reflect a benefit payable commencing at normal retirement age (or attained age, if later), provided that if the Plan provides for a nonproportional subsidy, the benefit shall be assumed to commence at the age at which the benefit is most valuable.

(v) The employer contribution account shall be determined as of the most recent valuation occurring within the 12-month period ending on the Determination Date.

(vi) An adjustment shall be made for any contributions due as of the Determination Date. Such adjustment shall be the amount of any contributions actually made after the valuation date but before the Determination Date, except that for the first Plan Year such adjustment shall also reflect the amount of any contributions made after the Determination Date that are allocated as of a date in the first Plan Year.

(vii) The accrued benefit or account balance with respect to any Employee shall be increased by the aggregate distributions

made to such Employee from any Aggregated Plan during the 5-year period ending on the Determination Date during the 1-year period ending on the Determination Date provided, however, that any distribution made after a valuation date but prior to the Determination Date shall not be counted as a distribution to the extent already included as of the valuation date.. The preceding sentence shall also apply to distributions under a terminated plan which, had it not been terminated, would have been aggregated with the plan under section 416(g)(2)(A)(i) of the Code. In the case of a distribution made for a reason other than separation from service, death, or disability, this provision shall be applied by substituting "5-year period" for "1-year period.";

(viii) Any Employee contributions, whether voluntary or mandatory, shall be included. However, amounts attributable to tax deductible qualified employee contributions shall not be considered to be a part of the account.

(ix) With respect to unrelated rollovers and plan-to-plan transfers (ones which are both initiated by the Employee and made from a plan maintained by one employer to a plan maintained by another employer), if this Plan provides for rollovers or plan-to-plan transfers, it shall always consider such rollovers or plan-to-plan transfers as a distribution for the purpose of this Article.

(x) With respect to related rollovers and plan-to-plan transfers (ones either not initiated by the Employee or made to a plan maintained by the same employer), if this Plan provides the rollover or plan-to-plan transfer, it shall not be counted as a distribution for purposes of this Article XVI. If this Plan is the plan accepting such rollover or plan-to-plan transfer, it shall consider such rollover or plan-to-plan transfer as part of the Employee's account, irrespective of the date on which such rollover or plan-to-plan transfer is accepted.

(xi) For purposes of determining whether the employer is the same employer under ix and x, an Employer and all Associated Companies shall be treated as the same employer.

(xii) For purposes of this Article, a Spouse of any deceased Employee shall be considered a Member hereunder.

(xiii) Notwithstanding anything herein to the contrary, no individual shall be counted as an Employee or Member for the purposes of this Article XVI if such individual has not performed services for the Employer or an Associated Company at any time during the 1 year period ending on a Determination Date.

(xiv) Proportional subsidies shall be ignored (and only non-proportional subsidies shall be taken into account in testing top-heaviness in a defined benefit plan).

(xv) For purposes of determining whether a Plan is top-heavy, a Member's accrued benefit in a defined benefit plan will be determined under a uniform accrual method which applies in all defined benefit plans maintained by the Employer, or, where there is no such method, under the fractional rule.

(g) Top-Heavy Plan Year. "Top-Heavy Plan Year" shall mean a Plan Year in which a Year of Service is accrued by the Top-Heavy Member provided that no Plan Year shall be classified as a Top-Heavy Plan Year if in such Plan Year the Plan was not a Top-Heavy Plan.

(h) Top-Heavy Member. "Top-Heavy Member" shall mean each Member and any Employee who is excluded from being a Member (or who accrued no benefit) because his compensation was less than a stated amount or any Employee who is excluded from being a Member because of a failure to make mandatory employee contributions.

(i) Testing Period. "Testing Period" shall mean with respect to a Top-Heavy Member the five (5) consecutive Top-Heavy Plan Years of employment of such Top-Heavy Member by the Employer or any Associated Company during which the aggregate Top-Heavy Compensation paid by the Employer or any Associated Company to such Top-Heavy Member was the highest, or if the Plan was a Top-Heavy Plan for less than five (5) Top-Heavy Plan-Years, the number of Top-Heavy Plan Years. Exclusion of a Plan Year as a Top-Heavy Plan Year because a Year of Service was not accrued or because of (a) or (b) of subparagraph H above shall not be deemed to break the consecutiveness of the surrounding Top-Heavy Plan Years.

(j) Valuation Date. "Valuation date" shall mean the valuation date used for computing Plan costs for minimum funding purposes of the Plan.

17.3 Minimum Benefit.

(a) Subject to the provisions of Section 3(b), each Member other than a Key Employee, shall accrue in each Plan Year in which the Plan is a Top-Heavy Plan an additional benefit to the extent required to assure that such Member accrues from this Plan and all other defined benefit plans of Employers and Affiliates an accrued benefit at any point in time equal to an annual retirement benefit (excluding any benefit attributable to a Member's own contributions) payable in the form of a straight life annuity commencing at the Member's Normal Retirement Date not less than the product of:

(i) the Member's average Section 415 Compensation during the Testing Period; and

(ii) two percent (2%) multiplied by the number of the Member's Top-Heavy Plan Years which are included in the definition of Credited Service;

provided that the additional benefit shall not be accrued to the extent that such additional benefit would increase the Member's annual retirement benefit payable in the form of a straight life annuity commencing at the Member's Normal Retirement Date to an amount in excess of twenty percent (20%) of the Member's Section 415 Compensation during the Testing Period.

(b) If the Member (other than a Key Employee) is also a Member in a qualified defined contribution plan of any of the Employers or affiliates, the additional benefits due under Section 4(a) shall be reduced by the Actuarial Equivalent of the benefits derived by the Member under such defined contribution plan calculated on the basis of the Actuarial Equivalent under Section 1.2 of the Plan; provided, however, that if the defined contribution plan's contributions and forfeitures allocated to the account of each such Member is equal to five percent (5%) or more of Top-Heavy Compensation each year the Plan is a Top-Heavy Plan, no additional benefit shall be required under Section 4(a).

(c) For purposes of satisfying the minimum benefit requirements of section 416(c)(1) of the Code and the Plan, in determining years of service with the Employer, any service with the Employer shall be disregarded to the extent that such service occurs during a Plan Year when the Plan benefits (within the meaning of section 410(b) of the Code) no Key Employee or former Key Employee.

17.4 Required Vesting.

Notwithstanding anything herein to the contrary, if the Plan is a Top-Heavy Plan for any Top-Heavy Plan Year, then Members' Accrued Benefits shall vest in accordance with the following schedule:

Completed Years of Service	Vested Percentage
less than 2 years	0%
2 years but less than 3 years	20%
3 years but less than 4 years	40%
4 years but less than 5 years	60%
5 years but less than 6 years	80%
6 years or more	100%

If for any Plan Year the Plan ceases to be a Top-Heavy Plan, a Member's pension shall not be as set forth above, but shall instead be as set forth in the Plan's non-top heavy benefit formula, provided that any portion of the Accrued Benefit accrued as of the last

day of the Plan Year immediately preceding the Plan Year in which the Plan ceased to be Top-Heavy that was nonforfeitable shall remain nonforfeitable and any Member with three or more years of Vesting Service shall have the right to elect to have his vesting percentage pursuant to the schedule set forth above rather than pursuant to the Plants non-top heavy vesting schedule.

17.5 Collective Bargaining Provisions

For purposes of Section 17, multiemployer plans described in Section 414(f) of the Code to which an Employer makes contributions on behalf of its Employees shall be treated as plans of that Employer to the extent that benefits under the plan are provided to Employees of the Employer because of service with the Employer. The requirements of this Section 17 shall not apply with respect to any Employee included in a unit of Employees covered by an agreement with the Secretary of Labor finds to be a collective bargaining agreement between employee representatives (as defined in the Code) and one or more Employers if there is evidence that retirement benefits were the subject of good faith bargaining between such employee representatives and such Employer.

_____

Chairman

_____

Dated

Appendix A
Past Retirement Pension Rates

The Retirement Pension payable upon actual retirement at or after Normal Retirement Date but prior to January 1, 1996 was determined as follows:

Effective for Active Members retiring between January 1, 1992 and December 31, 1995, the Retirement Pension was an amount per annum equal to $204 multiplied by the Member's years of Credited Service.

Effective for Active Members retiring between November 1, 1988 and December 31, 1991, the Retirement Pension was an amount per annum equal to $192 multiplied by the Member's years of Credited Service.

Appendix B
Actuarial Assumptions

Upon application of Section 1.2, the UP 1984 Mortality Table, set back two (2) years with seven percent (7%) interest shall be used; provided, however, that no Member shall receive a smaller Retirement Pension on account of this provision than the Retirement Pension the Member would have received on January 1, 1990, based on the 1951 Group Annuity Mortality Table, set back five (5) years with respect to the Member and zero (0) years with respect to the Member's Spouse, 7% interest, and Member's Accrued Retirement Pension as of that date.

The above does not apply for lump sums, which prior to March 1, 1999, will be calculated according to the 1951 Group Annuity Mortality Table, set back five (5) years, and the select and ultimate interest rates of the Pension Benefit Guaranty Corporation for single employer plans terminating in the month immediately prior to the date of distribution. Prior to March 1, 1999, the interest rate used in determining the Actuarial Value shall be either: (A) the interest rate or rates that would be used by the Pension Benefit Guaranty Corporation for single employer plans terminating in the month immediately prior to the date of distribution if the present value of the benefit (using such rate or rates) is not in excess of $25,000; or (B) 120 percent of such interest rate if the benefit exceeds $25,000.

Effective for distributions made on or after March 1, 1999, lump sums will be calculated using the Applicable Mortality Table and the Applicable Interest Rate. "Applicable Mortality Table" means the 1983 Group Annuity Mortality Table as modified and set forth under Internal Revenue Service Revenue Ruling 95-6 or such other mortality table as prescribed by the Secretary of the Treasury under Section 417(e) of the Code. Effective for distributions on or after January 1, 2008, the Applicable Mortality Table shall mean the table specified in Section 417(e)(3)(B) of the Internal Revenue Code, as prescribed for use in that Plan Year by the Secretary of the Treasury. "Applicable Interest Rate" means the annual rate of interest on 30-year Treasury securities for the third month prior to the date of distribution, as specified in guidance published by the Internal Revenue Service. Notwithstanding the foregoing, so long as the Pension Benefit Guaranty Corporation continues to publish the rates described in the preceding paragraph, in no event will the lump sum payable be less than the amount that would have been determined under the terms of the Plan prior to March 1, 1999, but reflecting only the Actuarial Equivalent of the Member's Accrued Retirement Pension as of February 28, 1999.

Harvey E. Hille

Chairman

12/29/09

Dated

RESOLUTIONS OF THE BOARD OF TRUSTEES OF THE
UFCW LOCAL 1262 RETAIL (NON-FOOD) INDUSTRY PENSION PLAN

WHEREAS, the Board of Trustees (the "Trustees") of the UFCW Local 1262 Retail (Non-Food) Industry Pension Plan (the "Plan") maintains and administers the Plan, as amended and restated effective January 1, 2010;

WHEREAS, Section 11.1 of the Plan provides that the Trustees may amend or modify the Plan at any time;

WHEREAS, the Trustees wish to amend the definition of "Spouse" under the Plan to reflect the United States Supreme Court's decision in *U.S. v. Windsor*, as required by applicable IRS rules.

NOW, THEREFORE, BE IT:

RESOLVED, that, Section 1.30 of the Plan is hereby amended to read as follows: ""**Spouse**" means a person to whom a Member has been legally married, as defined under applicable federal law, throughout the one year period ending on the date of the Member's death or the person to whom the Member is legally married, as defined under applicable federal law, at the commencement of benefits by the Member."

RESOLVED, that these Resolutions may be executed in counterpart copies, each of which shall be deemed an original but all of which shall be considered the same instrument.

IN WITNESS WHEREOF, these Resolutions are hereby adopted by the Board of Trustees of the UFCW Local 1262 Retail (Non-Food) Industry Pension Plan as of the dates indicated below.

Union Trustee — Date: 12-30-14

Union Trustee — Date: 12-24-14

Employer Trustee — Date

Employer Trustee — Date

RESOLUTIONS OF THE BOARD OF TRUSTEES OF THE
UFCW LOCAL 1262 RETAIL (NON-FOOD) INDUSTRY PENSION PLAN

WHEREAS, the Board of Trustees (the "Trustees") of the UFCW Local 1262 Retail (Non-Food) Industry Pension Plan (the "Plan") maintains and administers the Plan, as amended and restated effective January 1, 2010;

WHEREAS, Section 11.1 of the Plan provides that the Trustees may amend or modify the Plan at any time;

WHEREAS, the Trustees wish to amend the definition of "Spouse" under the Plan to reflect the United States Supreme Court's decision in *U.S. v. Windsor*, as required by applicable IRS rules.

NOW, THEREFORE, BE IT:

RESOLVED, that, Section 1.30 of the Plan is hereby amended to read as follows: ""**Spouse**" means a person to whom a Member has been legally married, as defined under applicable federal law, throughout the one year period ending on the date of the Member's death or the person to whom the Member is legally married, as defined under applicable federal law, at the commencement of benefits by the Member."

RESOLVED, that these Resolutions may be executed in counterpart copies, each of which shall be deemed an original but all of which shall be considered the same instrument.

IN WITNESS WHEREOF, these Resolutions are hereby adopted by the Board of Trustees of the UFCW Local 1262 Retail (Non-Food) Industry Pension Plan as of the dates indicated below.

Union Trustee	Date
Union Trustee	Date
Employer Trustee	December 30, 2014 Date

RESTATED TRUST AGREEMENT
OF THE
UFCW LOCAL 1262 RETAIL
NON-FOOD INDUSTRY PENSION FUND

WHEREAS, Vornado, Inc. and Two Guys from Harrison-N.Y., Inc. and the Retail Store Employees Union, Local 1262 established the Retail Store Employees Union Local 1262 Retail (Non-Food) Industry Pension Fund by Agreement and Declaration of Trust effective as of May 1, 1972 (the "Trust Fund"); and

WHEREAS, the name of the Trust Fund was changed to the UFCW Local 1262 Retail Non-Food Industry Pension Fund; and

WHEREAS, Section 1(p) of Article IV of that Trust Agreement provides that the Board of Trustees may amend that instrument; and

WHEREAS, the Board of Trustees desire that this restated Trust Agreement conform at all times with the applicable requirements of the Labor Management Relations Act, 1947, as amended, and qualify as a "qualified trust" and as an "exempt trust" pursuant to the Internal Revenue Code of 1986, as it may be amended (the "Code"), and the Employee Retirement Income Security Act of 1974, as amended;

NOW, THEREFORE, the Board of Trustees mutually agree as follows:

ARTICLE I

DEFINITIONS

A. Unless the context or subject matter otherwise requires, the following definitions shall govern in this Agreement.

(1) "ADDITIONAL SUBSCRIBING EMPLOYER" means any employer who has in the past executed a collective bargaining agreement with the Union providing for contributions to the Pension Fund and every employer who shall execute such an agreement in the future. An employer is deemed to have accepted and become bound by this Trust Agreement and to have become an Additional Subscribing Employer by contributing to or having an obligation to contribute to the Pension Fund.

(2) "ADMINISTRATOR" means the individual or firm appointed by the Trustees as provided in Article VIII of this Trust Agreement.

(3) "BENEFICIARY" means any person designated by a Participant, or by the terms of the Pension Plan, who is entitled to a benefit under the Pension Plan.

(4) "CONTRIBUTIONS" means the payments made to the Pension Fund by Subscribing Employers pursuant to

collective bargaining agreements with the Union, pursuant to agreements with the Pension Fund, or under applicable law.

(5) "INVESTMENT MANAGER" means any fiduciary designated by the Trustees to acquire, manage, or dispose of any assets of the Pension Fund, who acknowledges in writing that it is a fiduciary with respect to the Pension Fund and who is: (a) registered as an investment advisor under the Investment Advisor Act of 1940; (b) a bank as defined in that Act; or (c) an insurance company qualified to perform services under the laws of more than one state.

(6) "PARTICIPANT" means: (a) any individual who is employed by a Subscribing Employer for whom the Subscribing Employer is now, or will be, obligated to contribute to the Pension Fund; (b) an officer or employee of the Union for whom the Union shall have agreed to contribute to the Pension Fund; or (c) an employee of the Pension Fund for whom the Trustees shall have agreed to contribute to the Pension Fund.

(7) "PENSION FUND" means the UFCW Local 1262 Retail Non-Food Industry Pension Fund formulated in and established by this Trust Agreement, and any amendments, additions, or deletions as the Trustees may adopt as provided in this instrument.

(8) "PENSION PLAN" means an employee benefit plan, program, method, or procedure for the payment by the Trustees of benefits from the Pension Fund, in accordance with such rules and regulations relating to eligibility requirements, amount, and computation of benefits, and the general administration and operation of the Pension Fund as the Trustees may from time to time adopt and promulgate.

(9) "PRIMARY SUBSCRIBING EMPLOYER" means Bradlees.

(10) "SUBSCRIBING EMPLOYER" means the Primary Subscribing Employer, an Additional Subscribing Employer, or the Union or Pension Fund which, for purposes of making the required contributions to the Pension Fund, are considered the Subscribing Employers of the Participants for whom they contribute to the Pension Fund.

(11) "TRUST AGREEMENT" means this instrument, the Trust Agreement of the UFCW Local 1262 Retail Non-Food Industry Pension Fund.

(12) "TRUSTEES" means the Board of Trustees of the Pension Fund, as presently constituted, and any successor Trustees designated under this Trust Agreement.

(13) "UNION" means the United Food and Commercial Workers Union Local 1262, AFL-CIO.

B. "INCLUDING" is used for illustration purposes only and may not be construed as limiting the term being illustrated to the examples provided.

ARTICLE II

NAME

This Pension Fund shall be known as UFCW LOCAL 1262 RETAIL NON-FOOD INDUSTRY PENSION FUND.

ARTICLE III

PURPOSE

A. The Pension Fund comprises the entire assets derived from Contributions together with all investments made and held by the Trustees, including monies received by the Trustees as Contributions or as income or earnings from investments made by the Trustees or otherwise, any other Subscribing Employer liability, and any other funds or property received or held by the Trustees for the uses set forth in this Trust Agreement.

B. The Pension Fund is created for the exclusive purpose of (1) providing, in accordance with the Pension Plan, pension and retirement benefits for the benefit of

Participants and their Beneficiaries; and (2) defraying the reasonable expenses of administering a Pension Plan in accordance with this Trust Agreement.

ARTICLE IV

OBLIGATIONS OF A SUBSCRIBING EMPLOYER

The sole obligations of a Subscribing Employer under this Trust Agreement are:

A. To make monthly Contributions to the Pension Fund within ten days after the close of that month for which they are due, as required by a collective bargaining agreement with the Union, under applicable law, or by other agreement with the Pension Fund.

B. To furnish to the Trustees, promptly on demand, the names of the Participants, their Social Security numbers, the hours worked by each Participant, and such other information as the Trustees may require in connection with the administration of the Pension Fund.

C. To make available to the Trustees, the Pension Fund's counsel, auditors, or designee for inspection and copying at reasonable times on the premises of the Subscribing Employer, its employment and personnel records whenever the Trustees consider such an examination to be advisable in connection with the administration of the Pension Fund.

ARTICLE V

DEFAULT BY THE SUBSCRIBING EMPLOYER

A. A defaulting Subscribing Employer shall be liable to the Pension Fund for interest, liquidated damages, attorneys' fees, and costs, including filing fees and service of process costs, incurred by the Pension Fund during the collection of the Subscribing Employer's delinquent Contributions or other payments. The interest rate to be applied for the collection of delinquent Contributions shall be one percent per month or any part thereof, and liquidated damages shall be an amount equal to the greater of interest on the delinquent Contributions or twenty percent of the delinquent Contributions.

B. Nonpayment by a Subscribing Employer of any Contribution or other monies owed to the Pension Fund shall not relieve any other Subscribing Employer from its obligation to make required payments to the Pension Fund.

C. No Subscribing Employer shall be entitled to, or may require, the return of any part of the Pension Fund or any part of its Contributions or other payments except that: (1) a Contribution which is made by a Subscribing Employer by a mistake of fact or law may be returned by the Trustees to that Subscribing Employer within six months after the Trustees determine that the Contribution was made by mistake;

and (2) a Contribution conditioned on the deductibility of the Contribution under Section 162 of the Code may be returned within one year after a disallowance of the deduction.

ARTICLE VI

TRUSTEES

A. The Pension Fund shall be administered by the Trustees.

B. The Primary Subscribing Employer may appoint three trustees and any Additional Subscribing Employer employing one thousand or more Participants may appoint one trustee (the "Employer Trustees"). The Union shall appoint as many trustees (the "Union Trustees") as there are Employer Trustees. Each Employer Trustee shall serve at the pleasure of the Subscribing Employer that appointed him or her, and each Union Trustee shall serve at the pleasure of the Union. Each Trustee shall signify in writing his or her acceptance of the appointment as Trustee.

C. Term of Office -- Each Trustee shall serve as a Trustee until his or her death, incapacity, resignation or removal.

D. Collectively, the Trustees declare and agree that they will receive and hold the Pension Fund as Trustees under and by virtue of the terms, conditions, and provisions of this Trust Agreement and for the purposes and with the powers and duties set forth in this Trust Agreement.

E. Chairperson and Secretary -- The Trustees shall select one of their number to act as Chairperson and one of their number to act as Secretary. If the Chairperson is a Union Trustee, the Secretary shall be an Employer Trustee, and vice versa.

F. The Trustees may elect such other officers from among themselves as they may consider proper. The Trustees may remove any such officer summarily with or without cause, elect temporary officers, and accept the resignation of any officer.

G. A Trustee may resign by written notice addressed to the Secretary at least thirty days before the Trustee desires his resignation to be effective. Such resignation shall be effective on the earlier of: (1) the date specified in the Trustee's written notice and (2) the date a successor Trustee has taken office. The Trustee may be removed at will and be replaced with or without cause by the party who selected him or her upon seven days' notice by that party to the Trustee and the other Trustees. A designated Trustee may be declared disqualified to serve by a majority of the Trustees at any time if they determine, after affording the Trustee in question an opportunity to be heard on due notice, that the Trustee is serving in violation of the law. Any vacancy shall be filled by the party who selected the Trustee whose death, incapacity, resignation or

removal created the vacancy. If the party who selected the Trustee fails to designate a successor within thirty days after the vacancy occurs, the balance of the Employer or the Union Trustees, as the case may be, shall designate a successor.

H. Upon the death, removal, or resignation of a Trustee, all books, records, documents, property, and assets of the Pension Fund in the possession or custody of that Trustee shall be transferred to the Pension Fund within thirty days after the Pension Fund has demanded them.

I. No vacancy or vacancies among the Trustees shall impair the power of the remaining Trustees, acting in accordance with this Trust Agreement, to administer the Pension Fund.

J. Any successor Trustee shall be vested with all the rights, powers, and duties of his or her predecessor upon the assumption of office, except that he or she shall not automatically assume the office of Chairperson or Secretary if his or her predecessor held one of these offices.

K. Any successor Trustee shall execute an acceptance of the office in writing which shall be maintained in the office of the Pension Fund. Title to the trust estate shall then vest in the successor Trustee, jointly with the remaining Trustees, without further act or conveyance. Each outgoing Trustee and the heirs, executors, or administrators

of each deceased Trustee and each continuing Trustee shall execute, acknowledge, and deliver such instruments of conveyance and transfer as the Trustees shall consider necessary, advisable, or appropriate to confirm title vested in the Trustees then remaining and holding office.

ARTICLE VII

MEETINGS AND PROCEDURES

A. Meetings -- The Chairperson, the Secretary, or any two other Trustees may call a meeting at any reasonable time by providing the other Trustees at least seven days notice. Meetings shall be held as frequently as is necessary to insure the efficient administration of the Pension Fund and at least once during each half of each calendar year.

B. Proxies -- Any Trustee may empower, by signed writing, any other Trustee or Trustees to act in his or her stead at any meeting of the Trustees.

C. Quorum -- A quorum of the Employer Trustees shall consist of forty percent of the Employer Trustees present in person. A quorum of the Union Trustees shall consist of forty percent of the Union Trustees present in person. A quorum of the Trustees shall consist of a quorum of the Employer Trustees and a quorum of the Union Trustees.

D. Voting -- The Employer Trustees, as a body, shall have one vote, and the Union Trustees, as a body, shall have one vote. The Employer Trustees shall cast their vote in the manner determined by a majority of the Employer Trustees voting in person or by proxy. The Union Trustees shall cast their vote in the manner determined by a majority of the Union Trustees voting in person or by proxy. No action shall be taken by the Trustees except by vote of two to zero.

E. Deadlocks -- A deadlock occurs if (1) a majority of the Employer Trustees or a majority of the Union Trustees cannot agree upon the manner in which to cast their vote or (2) the Trustees vote one to one. Deadlocks shall be resolved in the following manner:

(a) Within five days of the most recent occurrence of the deadlock, any Trustee may demand arbitration under the Impartial Umpire Procedures for Arbitration of Impasses Between Trustees of Joint Trust and Pension Funds of the American Arbitration Association at its New York City Regional Office. The Trustee shall send copies of the demand to the Chairperson and the Secretary;

(b) The Chairperson and the Secretary shall select the arbitrator under those rules;

(c) The arbitrator may hear and, subject to the provisions of this Trust Agreement and applicable law, determine the issue or issues on which there is a deadlock. The arbitrator's decision shall be in writing, signed, and delivered to the Chairperson and the Secretary within fifteen days after the close of the hearing or within such other period as the Trustees determine unanimously; and

(d) The fees and expenses of the arbitrator and the American Arbitration Association shall be borne by the Pension Fund.

ARTICLE VIII

POWERS AND DUTIES OF THE BOARD OF TRUSTEES

A. The Trustees shall supervise generally the administration of the Pension Fund and any Pension Plans. Without limiting any other powers that inure to them as Trustees by law, the Trustees collectively may:

(1) Exercise general supervision of the operation of the Pension Fund and conduct the business and activities of the Pension Fund in accordance with this Trust Agreement and applicable law;

(2) Receive all Contributions and other payments and income of the Pension Fund, except to the extent that such authority is delegated to one or more Investment Managers;

(3) Acquire, manage, and dispose of the assets of the Pension Fund except to the extent that such authority is delegated to one or more Investment Managers;

(4) Hold any part of the assets of the Pension Fund in cash or invest any part in any property, real, personal, or mixed, wherever situated, whether tangible or intangible, including governmental, corporate, or personal obligations, trust and participation certificates, leaseholds, fee titles, mortgages and other interests in realty, preferred and common stocks, and any other evidences of indebtedness or ownership;

(5) Receive, hold, pledge, or sell any securities or other property of any kind, nature, or description whatsoever that are tendered to them;

(6) Publicly or privately sell, transfer, exchange, or dispose of any securities or other property for cash, credit, other securities, or property;

(7) Register any securities or other property held by the Pension Fund in the name of a nominee or nominees with or without indicating that the securities or other property are held in a fiduciary capacity and hold in bearer form any securities or other property so that title will pass by delivery; provided the books and records of the Trustees always indicate that these investments are the property of the Pension Fund;

(8) Engage one or more Investment Managers to acquire, manage, and dispose of any assets of the Pension Fund;

(9) Engage an insurance company to which payments may be made and from which the benefits under a Pension Plan may be provided;

(10) Engage an individual or firm to be known as "Administrator";

(11) Engage professionals, including actuaries, accountants, attorneys, program planners, computer technicians, investment counsel, and such others as they may consider necessary or advisable;

(12) Authorize withdrawals from the Pension Fund by check, draft, voucher, or otherwise in a manner prescribed by the Trustees by duly adopted resolution;

(13) Vote in person or by proxy or otherwise upon any securities held by the Trustees and exercise by attorney or in any other manner any right pertaining to securities or other property held by them;

(14) Consent to, participate in, or oppose the reorganization, consolidation, merger, dissolution, or financial readjustment of any corporation, company, or association, whose securities they may hold; or do any act with respect to the same they may consider necessary or advisable;

(15) Borrow or loan such sums as they may consider necessary or advisable, and for that purpose they may mortgage or pledge any part of the assets of the Pension Fund;

(16) Establish such reserve or reserves as they may consider necessary or advisable for the proper administration of the Pension Plan;

(17) Make, execute, and deliver as Trustees any instruments in writing necessary or advisable for the effective exercise of any of their powers, or otherwise necessary or advisable to accomplish the purposes of the Pension Fund and this Trust Agreement;

(18) Authorize by resolution any one or more of the Trustees to execute any notice or other instrument in writing on their behalf, and all persons, partnerships, corporations, or associations may rely on such resolution that such notice or instrument has been duly authorized and is binding on the Pension Fund and the Trustees;

(19) Demand, collect, receive, and hold (a) Contributions, (b) other Subscribing Employer payments required by a Pension Plan or applicable law to be made to the Pension Fund by Subscribing Employers, and (c) all other money and property to which the Pension Fund may be entitled;

(20) Take such steps, including the institution and prosecution of, and intervention in, any proceeding at law, in equity, or in bankruptcy, as they may consider necessary or advisable to effectuate the collection of Contributions, other payments, money, or property;

(21) Delegate any ministerial or clerical duty to any agents or employees including one or more Trustees;

(22) Lease or purchase such premises, material, supplies, and equipment as they may consider necessary or advisable;

(23) Pay or contest taxes of any nature levied upon the Pension Fund;

(24) Seek judicial protection by any action or proceeding that they may consider necessary or advisable (a) to settle their accounts or (b) to obtain judicial determination or declaratory judgment as to any question or construction of an agreement or instruction as to any action thereunder;

(25) Merge the Pension Fund with any other fund established for similar purposes under terms mutually agreeable to the respective Trustees subject to the approval of the Union and a majority of the Subscribing Employers and consistent with applicable law and regulations;

(26) Determine completely all matters arising in the administration, interpretation, and application of the Pension Fund and any Pension Plan including all questions of coverage, eligibility, and methods of providing or arranging for benefits; and

(27) Do all other acts and take any other action, whether or not expressly authorized in this Trust Agreement, which they may consider necessary or advisable for the protection of the Pension Fund and the effectuation of the purposes of this Trust Agreement.

B. No Trustee, officer, agent, or representative may enter into any agreement or incur any obligation which shall in any way bind any Trustee individually, the Union, or the Subscribing Employers. The Trustees may allocate fiduciary responsibilities among themselves or a committee of Trustees and designate individuals other than Trustees to carry out fiduciary responsibilities as provided in this Trust Agreement. The Trustees, however, may not allocate fiduciary responsibility to manage the assets of the Pension Fund other than by appointing an Investment Manager or Managers.

C. If an Investment Manager or Managers have been appointed in accordance with this Trust Agreement, no Trustee shall be liable for the acts or omissions of the Investment Manager or Managers or under an obligation to invest, manage,

control, or dispose of any assets of the Pension Fund which are managed and controlled by the Investment Manager(s).

D. The Trustees shall be forever released from any responsibility or liability with respect to any funds they may convey, pursuant to an agreement, to any bank, trust company, or investment company appointed under this Trust Agreement.

E. Any committee elected or appointed with the approval of the Trustees shall consist of an equal number of Employer and Union Trustees. A majority of the committee members shall constitute a quorum of any committee and the voting requirements set forth in Article VII Section D of this Agreement shall apply to committee votes. A committee member may be removed by the Trustees.

F. The Trustees delegate their ministerial and clerical duties to the Administrator if one has been appointed.

G. The Administrator may employ such ministerial and clerical services and purchase or lease such space, materials, supplies, and equipment as he or she deems expedient, necessary, or appropriate in the performance of his or her duties. The Administrator shall (1) administer the office or offices of the Pension Fund and of the Trustees, supervise, coordinate, and administer the accounting, bookkeeping, and clerical services; (2) provide

for the coordination of actuarial services furnished by a consulting actuary; (3) prepare (in cooperation, when appropriate, with the consulting actuary and independent auditor, consultant, or counsel) all reports and other documents to be prepared, filed, or disseminated by or on behalf of the Pension Fund in accordance with the law; (4) assist in the collection of Contributions required to be paid to the Pension Fund by Subscribing Employers; and (5) perform such other duties and furnish such other services as may be assigned, delegated, or directed or as may be contracted by or on behalf of the Trustees. The Administrator shall be the custodian of all documents, books, papers, and other records of the Trustees and of the Pension Fund.

H. The Administrator may demand, collect, receive, and hold (1) Contributions; (2) other Subscribing Employer payments required by a Pension Plan or applicable law to be made to the Pension Fund by Subscribing Employers; and (3) all other money and property to which the Trustees may be entitled.

I. The Trustees shall authorize the purchase of surety fidelity bonds for themselves and all other persons who handle assets of the Pension Fund in no less an amount than may be required by law. They may also authorize the purchase of insurance for the Pension Fund, the Pension Plans, themselves collectively and individually, and for any

other fiduciary employed by the Trustees to cover liability or losses occurring by a breach of fiduciary responsibility or by any act or omission of a fiduciary or on the part of any other person occupying a fiduciary position provided such insurance provides recourse by the insurer against the Trustees and any covered fiduciary of the Pension Fund. The cost of such bonds and insurance shall be paid by the Pension Fund.

J. The Trustees shall act with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent man acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims. The Trustees shall act in accordance with the documents and instruments governing the Pension Fund and Pension Plan(s) insofar as those documents and instruments are consistent with the law. Any matter involved in or arising under this Trust Agreement shall not be subject to the grievance or arbitration procedure established by any collective bargaining agreement; provided, however, that this provision shall not affect the rights and liabilities of any parties to those collective bargaining agreements.

K. When it is prudent and in the Participants' interest, the Trustees may: (1) forego the collection of liability if it is apparent that the costs involved would

exceed the amount likely to be recovered; (2) cooperate with a Subscribing Employer's other creditors in a contractual or court-supervised renegotiation of the Subscribing Employer's indebtedness; and (3) make any other practical collection decisions that are consistent with the Trustees' fiduciary duties and characteristic of a responsible creditor concerned with maximizing its recovery net of costs. Further, whenever the Trustees decide to compromise or settle any matter, the Administrator may execute on behalf of the Trustees all documents that the Pension Fund's counsel determines are necessary to implement the compromise or settlement.

L. The Trustees shall have the sole discretion to adjust, compromise, settle, or submit to arbitration any claim or controversy by or against the Pension Fund or by or against the Trustees individually or collectively in such manner as they consider prudent and to commence and defend suits or legal proceedings and to represent the Pension Fund or the Trustees individually or collectively in all suits and proceedings.

M. The Trustees's expenses of any action, suit, or proceeding brought by or against the Trustees or any of them (including counsel fees and costs) shall be paid from the Pension Fund, except in any action, suit, or proceeding in which it is adjudged that the Trustee committed an intentional or grossly negligent breach of his or her fiduciary duties.

ARTICLE IX

POWERS AND DUTIES OF EMPLOYER AND UNION TRUSTEES

The Employer Trustees, as a body, and the Union Trustees, as a body, may select such employees, agents, actuaries, counsel, accountants and auditors as they may consider necessary for the protection of their interests, but their fees, salaries, and expenses shall not be borne by the Pension Fund.

ARTICLE X

PENSION PLANS

A. The Trustees shall formulate, adopt, and administer a Pension Plan or Plans for the payment of such pension benefits for Participants and Beneficiaries, as they deem advisable. Pension Plans and any Pension Plan amendments shall at all times comply with the applicable sections of the Internal Revenue Code, all applicable Federal statutes and regulations, the collective bargaining agreements, and the purposes set forth in this Trust Agreement. Additionally, the Trustees may amend Pension Plans, in the future, or retroactively, when they consider the same advisable.

B. The Trustees shall not be obligated to pay any pension benefit if the payment of the benefit would result in

loss of the Pension Fund's tax exempt status under the Internal Revenue Code, or any applicable regulations or rulings. The Trustees shall draft procedures, regulations, and conditions for the operation of Pension Plans, including conditions of eligibility for Participants and Beneficiaries, procedures for claiming benefits, schedules of type and amount of benefits to be paid, and procedures for the distribution of benefits. The Trustees may also provide benefit payments through the purchase of group insurance contracts issued to the Trustees containing such provisions, options, and settlements as the Trustees may determine.

ARTICLE XII

ACCOUNTS AND RECORDS

A. The Trustees shall maintain accounts showing the fiscal transactions of the Pension Fund and shall keep, in convenient form, such data as may be necessary for actuarial valuations of the assets and determination of contingent liabilities of the Pension Fund. The Trustees shall prepare an annual report showing a reasonable summary of the assets and contingent liabilities of the Pension Fund and giving a brief account of the operation of the Pension Fund for the past year and such further information as may be required.

B. The Trustees shall cause the Pension Fund to be audited at least once a year and the statement of the results of the audit shall be available for inspection by interested persons at the office of the Pension Fund, which shall be the situs of the trust. The Trustees may change the office of the Pension Fund at any time upon notice to the Union and Subscribing Employers.

C. The Trustees shall prepare, sign, and furnish such statements, reports, and information, as required by law.

D. The Trustees, to the extent permitted by law, may rely upon all tables, valuations, certificates, and reports furnished by any actuary, upon all certificates and reports made by any accountant, upon all opinions given by any legal counsel selected or approved by the Trustees, and upon any advice given by any other consultant retained by the Trustees for the Pension Fund. The Trustees shall be fully protected in respect of any action taken or suffered by them in good faith in reliance upon any such tables, valuations, certificates, reports, opinions, or other advice of any actuary, accountant, counsel, or consultant. All action so taken or suffered shall be conclusive upon each Trustee and upon the Union, Subscribing Employers, Participants, and Beneficiaries.

E. The Trustees, to the extent permitted by law, shall incur no liability in any action taken by them in reliance upon any instrument, application, notice, request, signed letter, telegram, or other document believed by them to be genuine, to contain a true statement of facts, and to be signed by the proper person. Any Trustee, to the extent permitted by law, may rely upon any facts appearing in the records of the Trustees or the Pension Fund, any instrument on file with the Pension Fund, with the Union or with the Subscribing Employers, any facts certified to the Pension Fund by the Union or the Subscribing Employers, and any facts contained in a public record.

F. Every instrument executed by the Trustees shall be conclusive evidence in favor of every person relying on the instrument that: (1) when the instrument was executed, this Trust Agreement was in full force; (2) the instrument was executed in accordance with this Trust Agreement; and (3) the Trustees were duly authorized to execute this Trust Agreement.

G. In any controversy, claim, demand, suit at law, or other proceeding between the Trustees and any Participant, Beneficiary, or any other person, the Trustees may rely on: (1) any facts appearing in the records of the Trustees, the Union, or the Subscribing Employers; (2) any facts certified to the Trustees by the Union or by a Subscribing Employer; and (3) any facts of public record.

ARTICLE XIII

LIMITATIONS ON COMPENSATION

The Trustees shall not receive compensation for the performance of their duties as Trustees, but may be compensated a reasonable amount for their services rendered to the Pension Fund and may be reimbursed for all reasonable and necessary expenses which they may incur in the performance of their duties, including attendance at meetings and other functions of the Trustees or its committees or at institutes, seminars, conferences, or workshops on behalf of the Pension Fund.

ARTICLE XIV

TAX EXEMPT STATUS

This Trust Agreement is entered into and Contributions are being made upon the condition and understanding of the Subscribing Employers and the Union that all contributions made by a Subscribing Employer to the Pension Fund are legally deductible by the Subscribing Employer for Federal income tax purposes and that these Contributions are not taxable to the Participants under the provisions of the Code. The Trustees shall take no action which would cause Contributions made by a Subscribing Employer not to be legally deductible by the Subscribing Employer for Federal income tax

purposes or to be taxable to the Participants, and the Trustees will take such affirmative action as is necessary to maintain the tax status of these Contributions. In addition, the Pension Fund is intended to be a tax exempt organization under the Code. The Trustees shall take no action which would cause the Pension Fund to lose the tax exempt status, and shall take such affirmative action as is necessary to maintain the tax exempt status of the Pension Fund.

ARTICLE XV

RIGHTS OF PARTIES

A. No Subscribing Employer, Union, Participant, or Beneficiary shall have (1) any right, title, or interest in or to the Pension Fund or any funds or other property of the Pension Fund; (2) any right to examine any books, records, or accounts of the Trustees or of the Pension Fund; or (3) any right to demand any accounting, except as specifically permitted by the Trustees or required by law.

B. There shall be no pro-rata or other distribution of any assets of the Pension Fund as a result of any Union, Subscribing Employer, or group of Subscribing Employers, Participants, or Beneficiaries ceasing participation in the Pension Fund for any purpose or reason except as required by law.

C. The Trustees shall not be bound by any notice, direction, requisition, advice, or request, unless it shall have been received by the Trustees at the principal place of business of the Pension Fund.

D. All benefits shall be free from the interference and control of any creditor, and no benefits shall be subject to any assignment, seizure, or sale under any legal, equitable, or any other process. If a claim or benefit shall or may, because of any debt incurred by or resulting from any other claim or liability against any Participant or Beneficiary, by any sale, assignment, transfer, encumbrance, anticipation, or other disposition made or attempted by the Participant or Beneficiary, or by reason of any seizure or sale under any legal, equitable, or other process, or in any suit or proceeding, become payable to any person other than the Participant or Beneficiary for whom it is intended, the Trustees may withhold, consistent with applicable law, payment of the benefit to the Participant or Beneficiary until the sale, assignment, transfer, encumbrance, anticipation, or other disposition, writ, or legal process is cancelled or withdrawn in a manner satisfactory to the Trustees.

E. All questions or controversies, arising in any manner or between any parties or persons in connection with the Pension Fund or its operation, whether as to: (1) any claim for any benefits by any Participant, Beneficiary, or

any other person; (2) the construction of the language or meaning of the by-laws, rules, and regulations adopted by the Trustees or this instrument; or (3) any writing, decision, instrument, or account in connection with the operation of the Pension Fund or otherwise, shall be submitted to the Trustees, or in the case of questions related to claims for benefits, to an Appeals Committee, if one has been appointed. The decisions of the Trustees or Appeals Committee shall be binding upon all persons dealing with the Pension Fund or claiming benefits, subject to the provisions of Section G of this Article.

F. If any question or dispute arises concerning the proper person or persons to whom payments shall be made, the Trustees may withhold payment until the question or dispute is adjudicated satisfactorily in the Trustees' sole discretion, or until the Trustees shall have been protected against loss by means of such indemnification agreement or bond as they, in their sole discretion, determine to be adequate.

G. All claims, disputes, or controversies against the Trustees or any of them whether or not arising out of the interpretation, enforcement, or application of the conditions of the Trust Agreement or any Pension Plan shall be submitted, consistent with applicable law, to arbitration pursuant to the Employee Benefit Plan Claims Arbitration

Rules of the American Arbitration Association. One half of the expenses of the arbitration shall be paid by the Pension Fund; the other half shall be paid by the claimant if he or she loses or by the Pension Fund if the claimant wins. As part of his or her decision, the arbitrator shall determine whether a claimant has won or lost. The arbitrator's decision and award shall be final and binding in all respects.

H. Notice of any claim, dispute, or controversy against the Trustees or any of them must be given in writing, by certified mail, addressed to the Trustees at the office of the Pension Fund. Any notice must set forth the nature of the claim, dispute, or controversy.

ARTICLE XVI

DURATION AND TERMINATION OF THE TRUST

A. The Pension Fund shall be irrevocable and shall continue indefinitely, as long as a Subscribing Employer remains unless the Pension Fund is terminated under paragraphs B, C, or D of this Article XVI.

B. The Trustees may terminate the Pension Fund upon written notice to the Subscribing Employers.

C. The Union and a majority of Subscribing Employers may terminate the Pension Fund pursuant to an agreement between them. The Union and the Subscribing Employers must give six months written notice to the

Trustees, and the Pension Fund will terminate at the end of that period.

D. The Pension Fund will be deemed terminated if no Subscribing Employer participates.

E. Upon termination, all funds, securities, notes, valuables, and property in the possession of the Trustees and held or owned by them under this Trust Agreement shall be allocated as provided by the Pension Plan(s) or as required by law. Any remaining balance shall be turned over to such agency as may be determined and designated by the Participants, through the Union, to be used on behalf of these Participants as it considers proper. The Trustees, each of them, and their heirs, executors, assigns, and legal representatives to the extent that they have an interest in the corpus of this Pension Fund, shall execute such documents, deeds, assignments, or other indicia of title as may be necessary and proper to effectuate the transfer and termination. The Trustees shall then be held harmless for any further obligation of the Pension Fund, of any further duties as Trustees, and the obligation and debts of the Pension Fund shall not be considered or become a personal obligation of the Trustees or of the parties who originally designated the Trustees to act in that capacity.

F. In terminating the Pension Fund, the Trustees may reserve from the Pension Fund an amount of assets they

consider necessary or advisable to provide for payment of: (1) their expenses or the expenses of the Pension Fund then or thereafter due and payable; (2) any compensation then or thereafter due or payable for services rendered to the Pension Fund or the Trustees; and (3) any sums then or thereafter chargeable against the Pension Fund or the Trustees for which the Pension Fund or the Trustees may be liable.

ARTICLE XVII

EXECUTION, INTERPRETATION AND AMENDMENTS

A. This Trust Agreement may be executed in one or more counterparts. Each duplicate original executed by the Trustees may be considered as the original Trust Agreement, and the signature of a party on any counterpart shall be sufficient evidence of his or her execution of the Trust Agreement.

B. This Trust Agreement shall be construed liberally to promote and effectuate the establishment and operation of the Pension Fund. The Trustees may interpret, apply, and construe the provisions of this Trust Agreement, and any construction, interpretation, and application adopted by the Trustees in good faith shall be binding upon the Union, Subscribing Employers, Participants, Beneficiaries, and all other parties.

C. The Pension Fund is created and accepted in the State of New Jersey and all questions pertaining to the validity or construction of this instrument and of the acts and transactions of the parties shall be determined in accordance with the laws of the State of New Jersey except to the extent superseded or preempted by Federal law, including the Employee Retirement Income Security Act of 1974, as amended, and the Internal Revenue Code.

D. If any provision of this Trust Agreement conflicts with the law, that provision shall continue in effect only to the extent permitted by law. If subsequently, that provision no longer conflicts with the law, that provision shall be restored in full as originally embodied in this Trust Agreement. The invalidity or unenforceability of any provision of this Trust Agreement shall not affect any other provision of this Trust Agreement.

E. The provisions of this Trust Agreement may be altered or amended at any time by an instrument in writing approved by and executed by a vote of the Trustees in accord with Article VII, Sections C and D, provided: (1) the amendment complies with the purposes of the Pension Fund and (2) no amendment diverts any of the corpus of the trust from the purposes of the Pension Fund.

IN WITNESS WHEREOF, the Trustees have executed this Trust Agreement to evidence their acceptance of the trust

created under the collective bargaining agreements between the Union and the Subscribing Employers and their agreement to be bound by the terms of those agreements and by this instrument.

Dated: January 24, 1989

UNION TRUSTEES

EMPLOYER TRUSTEES

AMENDED AND RESTATED
AGREEMENT AND DECLARATION OF TRUST OF THE UFCW LOCAL 1262 RETAIL NON-FOOD INDUSTRY PENSION FUND

AMENDMENT

WHEREAS, Article IV, Section 1(p) of the Amended and Restated Agreement and Declaration of Trust of the UFCW Local 1262 Retail Non Food Industry Pension Fund (the "Trust Agreement") grants to the Board of Trustees of the UFCW Local 1262 Retail Non Food Industry Pension Fund (the "Fund") the power to amend the Trust Agreement;

WHEREAS, under Article I, Section A (9) of the Trust Agreement, PRIMARY SUBSCRIBING EMPLOYER means Bradlees;

WHEREAS, under Article VI, Section B of the Trust Agreement, the Primary Subscriber Employer may appoint three trustees and any Additional Subscribing Employer employing one thousand or more Participants may appoint one trustee;

WHEREAS, since Bradlees no longer exists as a legal entity, the Trustees believe that it is in the interest of participants and beneficiaries to change the rules regarding the appointment of Employer Trustees.

NOW, THEREFORE, the Trustees hereby amend the Trust as follows:

1. **Article VI, Trustees, Section B. shall be deleted in its entirety and replaced with following:**

   (B). The Board of Trustees shall be comprised of four (4) Trustees, two (2) of whom shall be known as Union Trustees and shall be appointed by the Union and two (2) of whom shall be known as Employer Trustees.

2. **Article VI, Trustees, Section C. shall be deleted in its entirety and replaced with following:**

   (C). Term of Office- Each Trustee shall serve as Trustee until his or her death, incapacity, resignation or removal. In the event of the resignation, death or incapacity of an Employer Trustee, the remaining Employer Trustee shall appoint a new Employer Trustee to fill the vacancy.

IN WITNESS WHEREOF, the undersigned have set their hands below.

Union Trustees

Employer Trustees



CHEIRON

Classic Values, Innovative Advice

UFCW Local 1262 Retail (Non-Food) Industry Pension Plan

Solvency Valuation Report as of December 31, 2024

Produced by Cheiron

June 2025

www.cheiron.us 1.877.CHEIRON (243.4766)

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June 3, 2025

Board of Trustees
UFCW Local 1262 Retail (Non-Food) Industry Pension Plan
27 Roland Avenue, Suite 200
Mount Laurel, NJ 08054

Dear Trustees:

At your request, we have performed the December 31, 2024 Solvency Valuation of the UFCW Local 1262 Retail (Non-Food) Industry Pension Plan (the "Plan"). The purpose of this report is to present the solvency valuation results of the Plan. The report contains information on the Plan's liabilities and reflects the Mass Withdrawal that occurred in 2001 and Plan insolvency that occurred in 2014. This report is for the use of the Board of Trustees and the PBGC in accordance with ERISA Section 4041A. Other users of this report are not intended users as defined in the Actuarial Standards of Practice, and Cheiron assumes no duty or liability to such other users.

Your attention is called to the Foreword in which we refer to the general approach employed in the preparation of this report. We also comment on the sources and reliability of both the data and the actuarial assumptions used. Those comments are the basis for our certification that this report is complete and accurate to the best of our knowledge.

This report and its contents have been prepared in accordance with generally recognized and accepted actuarial principles and practices and our understanding of the Code of Professional Conduct and applicable Actuarial Standards of Practice set out by the Actuarial Standards Board as well as applicable laws and regulations. Furthermore, as credentialed actuaries, we meet the Qualification Standards of the American Academy of Actuaries to render the opinion contained in this report. This report does not address any contractual or legal issues. We are not attorneys, and our firm does not provide any legal services or advice.

Sincerely,
Cheiron

Christian Benjaminson

Christian Benjaminson, FSA, EA, MAAA
Principal Consulting Actuary

Anastasia Dopko

Anastasia Dopko, FSA, EA, MAAA
Consulting Actuary

FOREWORD

Cheiron has performed the Solvency Valuation of the UFCW Local 1262 Retail (Non-Food) Industry Pension Plan as of December 31, 2024. The purpose of this report is to:

1) **Measure and disclose**, as of the valuation date, the liabilities of the Plan; and

2) **Provide specific information** and documentation required by the Federal Government and the auditors of the Plan.

This solvency valuation establishes and analyzes Plan liabilities and provides projected future benefits. This report is organized as follows:

Section I – **Summary** presents general comments about the valuation and provides a summary of the principal results.

Section II – **Liabilities** shows the breakdown of liability by component and status.

Section III – **Projected Benefit Payments** shows the annual project cash flows over the next 30 years.

The appendices to this report contain a summary of the Plan's:

- Membership at the valuation date,
- Major plan provisions,
- Actuarial methods and assumptions used in the valuation, and
- Required disclosures.

In preparing our report, we relied on information (some oral and some written) supplied by the Fund Office. This information includes, but is not limited to, the plan provisions and participant data as of the valuation date. We performed an informal examination of the obvious characteristics of the data for reasonableness and consistency in accordance with Actuarial Standard of Practice No. 23.

The liabilities are based on several statutorily prescribed statutory assumptions and methods. The non-statutory actuarial assumptions, taken individually, reflect our understanding and best estimate of the likely future experience of the Plan. Future results may differ significantly from the current results presented in this valuation report due to such factors as the following: plan experience differing from that anticipated by the assumptions; changes in assumptions; and changes in applicable law.

SUMMARY

General Comments

In February 2001, the Plan was terminated by Mass Withdrawal and employers were assessed withdrawal liability. Currently the plan does not expect to collect any additional payments from the former employers.

The Plan went insolvent in 2014 and benefits were reduced to the PBGC guaranteed level effective February 1, 2014, at which time PBGC began providing financial assistance to the Plan.

Specifically, the PBGC guarantees a monthly benefit payment equal to 100% of the first $11 of the Plan's monthly benefit accrual rate, plus 75% of the next $33 of the accrual rate, times each year of credited service. The PBGC's maximum guarantee, therefore, is $35.75 per month times a participant's years of credited service.

Principal Results

The table below sets out the principal results of this year's valuation showing the total participants and termination liability. The liability is based on the PBGC assumptions including the applicable yield curve, mortality table, and expense load.

Table I
Summary of Principal Results as of 12/31/2024

Participant Count		634
Termination Liability	$	10,124,470

SECTION II — LIABILITIES

In this section we provide the participant counts and liability by status.

The Termination Liability represents the amount of money needed today to pay all future benefits. It is based on the statutory assumptions required under ERISA Section 4281. The PBGC Expense Load is determined as outlined in ERISA Section 4044.

Please review Appendix B and C for more information about the plan provisions and actuarial assumptions.

Table II
Results by Status as of 12/31/2024

Status	Participant Counts	Termination Liability
Actives	0	$ 0
Terminated Vesteds	165	3,565,481
Retirees & Beneficiaries	469	6,379,070
Expense Load		179,919
Total	634	$ 10,124,470

SECTION III — PROJECTED BENEFIT PAYMENTS

In this section, we provide the projected benefit payments that make up the Plan liability reflecting the maximum PBGC guaranteed amounts. The following table provides the projected benefit payments by status for the next 15 years and the graph provides the total for the next 30 years.

Please note, the first year Terminated Vested cash flow includes approximately $381,000 in retroactive benefits with interest for participants past their Normal Retirement age.

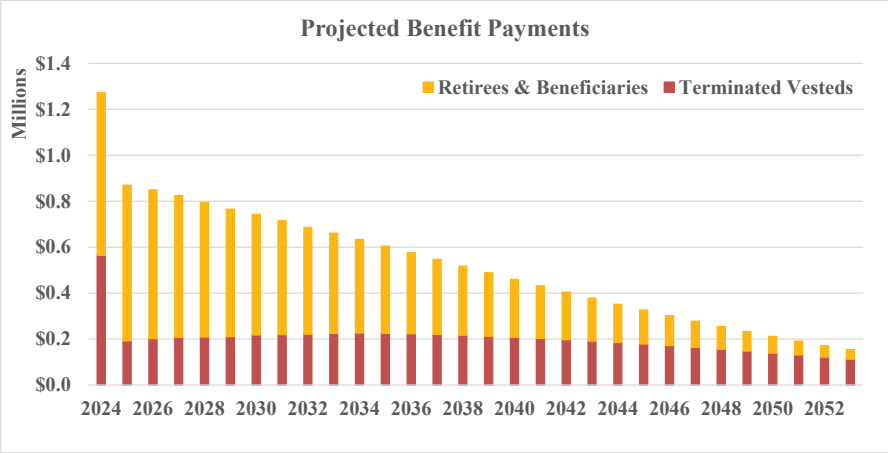


Table III: Projected Benefit Payments

Plan Year Beginning	Terminated Vesteds	Retirees & Beneficiaries	Total
2024	$564,240	$707,906	$1,272,146
2025	$191,598	$678,234	$869,832
2026	$201,228	$647,805	$849,032
2027	$207,869	$617,037	$824,906
2028	$208,636	$586,214	$794,850
2029	$210,144	$555,525	$765,669
2030	$217,126	$525,107	$742,233
2031	$219,447	$495,059	$714,506
2032	$220,603	$465,457	$686,060
2033	$224,643	$436,372	$661,015
2034	$225,983	$407,874	$633,857
2035	$224,435	$380,026	$604,460
2036	$222,915	$352,888	$575,804
2037	$220,311	$326,516	$546,827
2038	$216,618	$300,953	$517,571

APPENDIX A — MEMBERSHIP INFORMATION

The data for this valuation was provided by the Fund Office as of December 31, 2024. Cheiron did not audit any of the data; however, it was reviewed to ensure that it complies with generally accepted actuarial standards.

The following is a list of data charts contained in this section.

- Summary of Participant Data
- Counts and Average Benefit Amount by Age for Retirees and Beneficiaries
- Counts and Average Benefit Amount by Age for Terminated Vested Participants

SUMMARY OF PARTICIPANT DATA		12/31/2024 *
Retirees Receiving Payments		
Count		440
Annual Benefits	$	701,223
Average Monthly Benefit	$	132.81
Beneficiaries Receiving Payments		
Count		29
Annual Benefits	$	20,077
Average Monthly Benefit	$	57.69
Terminated Vested Participants		
Count		165
Annual Benefits	$	258,732
Average Monthly Benefit	$	130.67

* *Benefits reflect reduction to PBGC Guaranteed Benefit.*

APPENDIX A — MEMBERSHIP INFORMATION

AGE DISTRIBUTION OF INACTIVE PARTICIPANTS AS OF DECEMBER 31, 2024

PENSIONERS AND BENEFICIARIES RECEIVING BENEFITS

	Pensioners		Beneficiaries		Total	
Age	Number	Monthly Benefit	Number	Monthly Benefit	Number	Monthly Benefit
Under 55	0	$ 0	0	$ 0	0	$ 0
55-59	2	246	0	0	2	246
60-64	21	2,806	1	66	22	2,872
65-69	60	8,905	9	664	69	9,568
70-74	102	12,392	6	313	108	12,705
75-79	91	10,364	3	93	94	10,457
80 & Over	164	23,723	10	538	174	24,261
Total	440	$ 58,435	29	$ 1,673	469	$ 60,109

DEFERRED VESTED PARTICIPANTS ENTITLED TO FUTURE BENEFITS

Age	Number	Monthly Benefit
Under 45	0	$ 0
45-49	3	181
50-54	29	2,680
55-59	64	7,718
60-64	44	7,110
65 & Over	25	3,872
Total	165	$ 21,561

APPENDIX B — SUMMARY OF MAJOR PLAN PROVISIONS

1. Plan Termination
The Plan was terminated by mass withdrawal on February 7, 2001.

2. Credited Service
A participant earned one month (1/12) of Credited Service for each month a full-time contributions was made on their behalf and one half of one month (1/24) of Credited Service for each month a part-time contributions was made on their behalf.

3. Vesting Service
A participant earned vesting service based on hours worked in a calendar year. However, no vesting service is earned or after February 7, 2001.

- 1000 hours or more = 1 year
- 750 to 999 hours = ½ year
- 500 to 749 hours = ¼ year
- Less than 500 hours = 0

4. Normal Retirement
Eligibility: Age 62 with 5 years of vesting service or Age 65 and the 5th anniversary of participation

Benefit: Credited Service x Monthly Benefit Rate in effect at date of termination based on the following table.

Date of Termination	Monthly Benefit Rate
11/1/1988 to 12/31/1991	16.00
1/1/1992 to 12/31/1995	17.00
1/1/1996 and later	18.00

5. Early Retirement
Eligibility: Age 55 with 10 years of Pension Credits

Benefit: Accrued Benefit payable at Normal Retirement Date reduced by ½% for each month in the benefit commencement date precedes the Normal Retirement Date.

6. Deferred Vested Pension
Eligibility: 5 years of vesting service

Benefit: Accrued Benefit at the date of termination payable at the Normal Retirement Date.

7. Pre-Retirement Death Benefits

The surviving spouse of the deceased terminated vested participant shall receive a life annuity as early as the participant's Early Retirement Age. The benefit shall equal 50% of the Accrued Benefit that would have been payable to the participant under the Joint and 50% Survivor annuity and reduced by ½% for each month the benefit commencement date precedes the Normal Retirement Date.

8. Form of Payment

Life annuity,
Joint and 50% Survivor Annuity, or
Joint and 75% Survivor annuity.

APPENDIX C — ACTUARIAL ASSUMPTIONS AND METHODS

A. Actuarial Assumptions

1. Interest Rate

As prescribed by ERISA §4044.54, the valuation is based on the 4044 yield curve as summarized below.

Plan Year Beginning	Yield Curve
2024	4.79%
2025	4.82%
2026	4.88%
2027	4.95%
2028	5.03%
2029	5.10%
2030	5.18%
2031	5.26%
2032	5.33%
2033	5.39%
2034	5.44%
2035	5.50%
2036	5.56%
2037	5.60%
2038	5.65%
2039	5.70%
2040	5.73%
2041	5.77%
2042	5.79%
2043	5.80%
2044	5.81%
2045	5.82%
2046	5.81%
2047	5.81%
2048	5.80%
2049	5.79%
2050+	5.78%

2. Rate of Mortality

As prescribed by ERISA §4044.53, the mortality assumption is based on:

- ERISA 4044 Base Mortality Table for Healthy Lives (base year 2012) fully generational with scale MP-2021
- ERISA 4044 Mortality Table for Social Security Eligible Disabled Lives (base year 2012) fully generational with scale MP-2021

3. Rate of Turnover

None

4. Rate of Retirement

100% at earliest possible age

5. Late Retirement

Participants past their Normal Retirement Date are assumed to receive retroactive payments with interest valued at the Plan's 7.00% actuarial equivalence interest rate.

6. Form of Benefit

All participants not yet in pay status are assumed to elect a single life annuity.

7. Expenses

As prescribed by ERISA §4044.52(d), the expense loading charge is equal to (1) $400 per participant for the first 100 participants and $250 for each participant over 100 and multiplied by (2) the applicable inflation multiplier.

APPENDIX C — ACTUARIAL ASSUMPTIONS AND METHODS

B. Methods & Disclosures

1. Actuarial Cost Method

The cost method for determining liabilities for this valuation is the Unit Credit Cost Method. The Actuarial Liability, which is determined for each participant as of each valuation date, represents the actuarial present value of the portion of each participant's benefit attributable to service earned prior to the valuation date.

2. Disclosures Regarding Models Used

In accordance with Actuarial Standard of Practice No. 56 (Modeling), the following disclosures are made:

Valuation Software

Cheiron utilizes ProVal, an actuarial valuation software leased from Winklevoss Technologies (WinTech) to calculate the liabilities, normal costs and projected benefit payments. We have relied on WinTech as the developer of ProVal. We have reviewed ProVal and have used ProVal in accordance with its original intended purpose. We have not identified any material inconsistencies in assumptions or output of ProVal that would affect this actuarial valuation.

Form 5500

Department of the Treasury
Internal Revenue Service

Department of Labor
Employee Benefits Security Administration

Pension Benefit Guaranty Corporation

Annual Return/Report of Employee Benefit Plan

This form is required to be filed for employee benefit plans under sections 104 and 4065 of the Employee Retirement Income Security Act of 1974 (ERISA) and sections 6057(b) and 6058(a) of the Internal Revenue Code (the Code).

▶ **Complete all entries in accordance with the instructions to the Form 5500.**

OMB Nos. 1210-0110
1210-0089

2024

This Form is Open to Public Inspection

Part I Annual Report Identification Information

For calendar plan year 2024 or fiscal plan year beginning 01/01/2024 and ending 12/31/2024

A This return/report is for:
- [X] a multiemployer plan
- [ ] a multiple-employer plan (Filers checking this box must provide participating employer information in accordance with the form instructions.)
- [ ] a single-employer plan
- [ ] a DFE (specify) ____

B This return/report is:
- [ ] the first return/report
- [ ] the final return/report
- [ ] an amended return/report
- [ ] a short plan year return/report (less than 12 months)

C If the plan is a collectively-bargained plan, check here. . . . . ▶ [X]

D Check box if filing under:
- [X] Form 5558
- [ ] automatic extension
- [ ] the DFVC program
- [ ] special extension (enter description)

E If this is a retroactively adopted plan permitted by SECURE Act section 201, check here. . . . . ▶ [ ]

Part II Basic Plan Information—enter all requested information

1a Name of plan
UFCW LOCAL 1262 AND EMPLOYERS NON FOOD PENSION FUND

1b Three-digit plan number (PN) ▶ 002

1c Effective date of plan 06/01/1972

2a Plan sponsor's name (employer, if for a single-employer plan)
Mailing address (include room, apt., suite no. and street, or P.O. Box)
City or town, state or province, country, and ZIP or foreign postal code (if foreign, see instructions)
TRUSTEES UFCW LOCAL 1262 NF INDUSTRY PEN

1389 BROAD STREET
CLIFTON, NJ 07013

2b Employer Identification Number (EIN) 22-6181292

2c Plan Sponsor's telephone number 973-778-5800

2d Business code (see instructions) 453990

Caution: A penalty for the late or incomplete filing of this return/report will be assessed unless reasonable cause is established.

Under penalties of perjury and other penalties set forth in the instructions, I declare that I have examined this return/report, including accompanying schedules, statements and attachments, as well as the electronic version of this return/report, and to the best of my knowledge and belief, it is true, correct, and complete.

SIGN HERE	Filed with authorized/valid electronic signature.	10/15/2025	HARVEY WHILLE
	Signature of plan administrator	Date	Enter name of individual signing as plan administrator
SIGN HERE			
	Signature of employer/plan sponsor	Date	Enter name of individual signing as employer or plan sponsor
SIGN HERE			
	Signature of DFE	Date	Enter name of individual signing as DFE

3a Plan administrator's name and address [X] Same as Plan Sponsor

3b Administrator's EIN

3c Administrator's telephone number

4 If the name and/or EIN of the plan sponsor or the plan name has changed since the last return/report filed for this plan, enter the plan sponsor's name, EIN, the plan name and the plan number from the last return/report:

a Sponsor's name

c Plan Name

4b EIN

4d PN

5	Total number of participants at the beginning of the plan year	**5**	694
6	Number of participants as of the end of the plan year unless otherwise stated (welfare plans complete only lines **6a(1), 6a(2), 6b, 6c,** and **6d**).		
a(1)	Total number of active participants at the beginning of the plan year	**6a(1)**	
a(2)	Total number of active participants at the end of the plan year	**6a(2)**	
b	Retired or separated participants receiving benefits	**6b**	454
c	Other retired or separated participants entitled to future benefits	**6c**	176
d	Subtotal. Add lines **6a(2)**, **6b**, and **6c**.	**6d**	630
e	Deceased participants whose beneficiaries are receiving or are entitled to receive benefits.	**6e**	30
f	Total. Add lines **6d** and **6e**.	**6f**	660
g(1)	Number of participants with account balances as of the beginning of the plan year (only defined contribution plans complete this item)	**6g(1)**	
g(2)	Number of participants with account balances as of the end of the plan year (only defined contribution plans complete this item)	**6g(2)**	
h	Number of participants who terminated employment during the plan year with accrued benefits that were less than 100% vested.	**6h**	
7	Enter the total number of employers obligated to contribute to the plan (only multiemployer plans complete this item)	**7**	0

8a If the plan provides pension benefits, enter the applicable pension feature codes from the List of Plan Characteristics Codes in the instructions:

1B 1I

b If the plan provides welfare benefits, enter the applicable welfare feature codes from the List of Plan Characteristics Codes in the instructions:

9a Plan funding arrangement (check all that apply)

- **(1)** [ ] Insurance
- **(2)** [ ] Code section 412(e)(3) insurance contracts
- **(3)** [X] Trust
- **(4)** [ ] General assets of the sponsor

9b Plan benefit arrangement (check all that apply)

- **(1)** [ ] Insurance
- **(2)** [ ] Code section 412(e)(3) insurance contracts
- **(3)** [X] Trust
- **(4)** [ ] General assets of the sponsor

10 Check all applicable boxes in 10a and 10b to indicate which schedules are attached, and, where indicated, enter the number attached. (See instructions)

a Pension Schedules

- **(1)** [X] **R** (Retirement Plan Information)
- **(2)** [ ] **MB** (Multiemployer Defined Benefit Plan and Certain Money Purchase Plan Actuarial Information) - signed by the plan actuary
- **(3)** [ ] **SB** (Single-Employer Defined Benefit Plan Actuarial Information) - signed by the plan actuary
- **(4)** [ ] **DCG** (Individual Plan Information) – Number Attached _____
- **(5)** [ ] **MEP** (Multiple-Employer Retirement Plan Information)

b General Schedules

- **(1)** [X] **H** (Financial Information)
- **(2)** [ ] **I** (Financial Information – Small Plan)
- **(3)** [ ] **A** (Insurance Information) – Number Attached _____
- **(4)** [X] **C** (Service Provider Information)
- **(5)** [ ] **D** (DFE/Participating Plan Information)
- **(6)** [ ] **G** (Financial Transaction Schedules)

Part III Form M-1 Compliance Information (to be completed by welfare benefit plans)

11a If the plan provides welfare benefits, was the plan subject to the Form M-1 filing requirements during the plan year? (See instructions and 29 CFR 2520.101-2.) ..... ☐ Yes ☐ No

If "Yes" is checked, complete lines 11b and 11c.

11b Is the plan currently in compliance with the Form M-1 filing requirements? (See instructions and 29 CFR 2520.101-2.) ..... ☐ Yes ☐ No

11c Enter the Receipt Confirmation Code for the 2024 Form M-1 annual report. If the plan was not required to file the 2024 Form M-1 annual report, enter the Receipt Confirmation Code for the most recent Form M-1 that was required to be filed under the Form M-1 filing requirements. (Failure to enter a valid Receipt Confirmation Code will subject the Form 5500 filing to rejection as incomplete.)

Receipt Confirmation Code_____

SCHEDULE C (Form 5500)	Service Provider Information	OMB No. 1210-0110
Department of the Treasury Internal Revenue Service Department of Labor Employee Benefits Security Administration Pension Benefit Guaranty Corporation	This schedule is required to be filed under section 104 of the Employee Retirement Income Security Act of 1974 (ERISA). ▶ **File as an attachment to Form 5500.**	**2024** **This Form is Open to Public Inspection.**

For calendar plan year 2024 or fiscal plan year beginning 01/01/2024 and ending 12/31/2024

A Name of plan
UFCW LOCAL 1262 AND EMPLOYERS NON FOOD PENSION FUND

B Three-digit plan number (PN) ▶ 002

C Plan sponsor's name as shown on line 2a of Form 5500
TRUSTEES UFCW LOCAL 1262 NF INDUSTRY PEN

D Employer Identification Number (EIN)
22-6181292

Part I Service Provider Information (see instructions)

You must complete this Part, in accordance with the instructions, to report the information required for **each person** who received, directly or indirectly, $5,000 or more in total compensation (i.e., money or anything else of monetary value) in connection with services rendered to the plan or the person's position with the plan during the plan year. If a person received **only** eligible indirect compensation for which the plan received the required disclosures, you are required to answer line 1 but are not required to include that person when completing the remainder of this Part.

1 Information on Persons Receiving Only Eligible Indirect Compensation

a Check "Yes" or "No" to indicate whether you are excluding a person from the remainder of this Part because they received only eligible indirect compensation for which the plan received the required disclosures (see instructions for definitions and conditions).. . . . . [X] Yes [ ] No

b If you answered line 1a "Yes," enter the name and EIN or address of each person providing the required disclosures for the service providers who received only eligible indirect compensation. Complete as many entries as needed (see instructions).

(b) Enter name and EIN or address of person who provided you disclosures on eligible indirect compensation

FIRST AMERICAN FUNDS

41-2003732

(b) Enter name and EIN or address of person who provided you disclosures on eligible indirect compensation

(b) Enter name and EIN or address of person who provided you disclosures on eligible indirect compensation

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2. Information on Other Service Providers Receiving Direct or Indirect Compensation. Except for those persons for whom you answered "Yes" to line 1a above, complete as many entries as needed to list each person receiving, directly or indirectly, $5,000 or more in total compensation (i.e., money or anything else of value) in connection with services rendered to the plan or their position with the plan during the plan year. (See instructions).

(a) Enter name and EIN or address (see instructions)

FRANK M. VACCARO & ASSOCIATES, INC

23-2148108

(b) Service Code(s)	(c) Relationship to employer, employee organization, or person known to be a party-in-interest	(d) Enter direct compensation paid by the plan. If none, enter -0-.	(e) Did service provider receive indirect compensation? (sources other than plan or plan sponsor)	(f) Did indirect compensation include eligible indirect compensation, for which the plan received the required disclosures?	(g) Enter total indirect compensation received by service provider excluding eligible indirect compensation for which you answered "Yes" to element (f). If none, enter -0-.	(h) Did the service provider give you a formula instead of an amount or estimated amount?
13 50	NONE	31200	Yes ☐ No ☒	Yes ☐ No ☐		Yes ☐ No ☐

(a) Enter name and EIN or address (see instructions)

NOVAK FRANCELLA LLC

61-1436956

(b) Service Code(s)	(c) Relationship to employer, employee organization, or person known to be a party-in-interest	(d) Enter direct compensation paid by the plan. If none, enter -0-.	(e) Did service provider receive indirect compensation? (sources other than plan or plan sponsor)	(f) Did indirect compensation include eligible indirect compensation, for which the plan received the required disclosures?	(g) Enter total indirect compensation received by service provider excluding eligible indirect compensation for which you answered "Yes" to element (f). If none, enter -0-.	(h) Did the service provider give you a formula instead of an amount or estimated amount?
10 50	NONE	14000	Yes ☐ No ☒	Yes ☐ No ☐		Yes ☐ No ☐

(a) Enter name and EIN or address (see instructions)

SLEVIN & HART, P.C.

52-1708613

(b) Service Code(s)	(c) Relationship to employer, employee organization, or person known to be a party-in-interest	(d) Enter direct compensation paid by the plan. If none, enter -0-.	(e) Did service provider receive indirect compensation? (sources other than plan or plan sponsor)	(f) Did indirect compensation include eligible indirect compensation, for which the plan received the required disclosures?	(g) Enter total indirect compensation received by service provider excluding eligible indirect compensation for which you answered "Yes" to element (f). If none, enter -0-.	(h) Did the service provider give you a formula instead of an amount or estimated amount?
29 50	NONE	11424	Yes ☐ No ☒	Yes ☐ No ☐		Yes ☐ No ☐

2. Information on Other Service Providers Receiving Direct or Indirect Compensation. Except for those persons for whom you answered "Yes" to line 1a above, complete as many entries as needed to list each person receiving, directly or indirectly, $5,000 or more in total compensation (i.e., money or anything else of value) in connection with services rendered to the plan or their position with the plan during the plan year. (See instructions).

(a) Enter name and EIN or address (see instructions)

US BANK

99-0237800

(b) Service Code(s)	(c) Relationship to employer, employee organization, or person known to be a party-in-interest	(d) Enter direct compensation paid by the plan. If none, enter -0-.	(e) Did service provider receive indirect compensation? (sources other than plan or plan sponsor)	(f) Did indirect compensation include eligible indirect compensation, for which the plan received the required disclosures?	(g) Enter total indirect compensation received by service provider excluding eligible indirect compensation for which you answered "Yes" to element (f). If none, enter -0-.	(h) Did the service provider give you a formula instead of an amount or estimated amount?
19 50	NONE	10243	Yes [X] No [ ]	Yes [X] No [ ]	0	Yes [X] No [ ]

(a) Enter name and EIN or address (see instructions)

(b) Service Code(s)	(c) Relationship to employer, employee organization, or person known to be a party-in-interest	(d) Enter direct compensation paid by the plan. If none, enter -0-.	(e) Did service provider receive indirect compensation? (sources other than plan or plan sponsor)	(f) Did indirect compensation include eligible indirect compensation, for which the plan received the required disclosures?	(g) Enter total indirect compensation received by service provider excluding eligible indirect compensation for which you answered "Yes" to element (f). If none, enter -0-.	(h) Did the service provider give you a formula instead of an amount or estimated amount?
			Yes [ ] No [ ]	Yes [ ] No [ ]		Yes [ ] No [ ]

(a) Enter name and EIN or address (see instructions)

(b) Service Code(s)	(c) Relationship to employer, employee organization, or person known to be a party-in-interest	(d) Enter direct compensation paid by the plan. If none, enter -0-.	(e) Did service provider receive indirect compensation? (sources other than plan or plan sponsor)	(f) Did indirect compensation include eligible indirect compensation, for which the plan received the required disclosures?	(g) Enter total indirect compensation received by service provider excluding eligible indirect compensation for which you answered "Yes" to element (f). If none, enter -0-.	(h) Did the service provider give you a formula instead of an amount or estimated amount?
			Yes [ ] No [ ]	Yes [ ] No [ ]		Yes [ ] No [ ]

Part I Service Provider Information (continued)

3. If you reported on line 2 receipt of indirect compensation, other than eligible indirect compensation, by a service provider, and the service provider is a fiduciary or provides contract administrator, consulting, custodial, investment advisory, investment management, broker, or recordkeeping services, answer the following questions for (a) each source from whom the service provider received $1,000 or more in indirect compensation and (b) each source for whom the service provider gave you a formula used to determine the indirect compensation instead of an amount or estimated amount of the indirect compensation. Complete as many entries as needed to report the required information for each source.

(a) Enter service provider name as it appears on line 2	**(b)** Service Codes (see instructions)	**(c)** Enter amount of indirect compensation
(d) Enter name and EIN (address) of source of indirect compensation	**(e)** Describe the indirect compensation, including any formula used to determine the service provider's eligibility for or the amount of the indirect compensation.	

(a) Enter service provider name as it appears on line 2	**(b)** Service Codes (see instructions)	**(c)** Enter amount of indirect compensation
(d) Enter name and EIN (address) of source of indirect compensation	**(e)** Describe the indirect compensation, including any formula used to determine the service provider's eligibility for or the amount of the indirect compensation.	

(a) Enter service provider name as it appears on line 2	**(b)** Service Codes (see instructions)	**(c)** Enter amount of indirect compensation
(d) Enter name and EIN (address) of source of indirect compensation	**(e)** Describe the indirect compensation, including any formula used to determine the service provider's eligibility for or the amount of the indirect compensation.	

Part II Service Providers Who Fail or Refuse to Provide Information

4 Provide, to the extent possible, the following information for each service provider who failed or refused to provide the information necessary to complete this Schedule.

(a) Enter name and EIN or address of service provider (see instructions)	(b) Nature of Service Code(s)	(c) Describe the information that the service provider failed or refused to provide

(a) Enter name and EIN or address of service provider (see instructions)	(b) Nature of Service Code(s)	(c) Describe the information that the service provider failed or refused to provide

(a) Enter name and EIN or address of service provider (see instructions)	(b) Nature of Service Code(s)	(c) Describe the information that the service provider failed or refused to provide

(a) Enter name and EIN or address of service provider (see instructions)	(b) Nature of Service Code(s)	(c) Describe the information that the service provider failed or refused to provide

(a) Enter name and EIN or address of service provider (see instructions)	(b) Nature of Service Code(s)	(c) Describe the information that the service provider failed or refused to provide

(a) Enter name and EIN or address of service provider (see instructions)	(b) Nature of Service Code(s)	(c) Describe the information that the service provider failed or refused to provide

Part III Termination Information on Accountants and Enrolled Actuaries (see instructions)

(complete as many entries as needed)

a	Name:	**b** EIN:
c	Position:	
d	Address:	**e** Telephone:

Explanation:

a	Name:	**b** EIN:
c	Position:	
d	Address:	**e** Telephone:

Explanation:

a	Name:	**b** EIN:
c	Position:	
d	Address:	**e** Telephone:

Explanation:

a	Name:	**b** EIN:
c	Position:	
d	Address:	**e** Telephone:

Explanation:

a	Name:	**b** EIN:
c	Position:	
d	Address:	**e** Telephone:

Explanation:

SCHEDULE H (Form 5500)

Department of the Treasury
Internal Revenue Service

Department of Labor
Employee Benefits Security Administration

Pension Benefit Guaranty Corporation

Financial Information

This schedule is required to be filed under section 104 of the Employee Retirement Income Security Act of 1974 (ERISA), and section 6058(a) of the Internal Revenue Code (the Code).

▶ **File as an attachment to Form 5500.**

OMB No. 1210-0110

2024

This Form is Open to Public Inspection

For calendar plan year 2024 or fiscal plan year beginning 01/01/2024 and ending 12/31/2024

A Name of plan
UFCW LOCAL 1262 AND EMPLOYERS NON FOOD PENSION FUND

B Three-digit plan number (PN) ▶ 002

C Plan sponsor's name as shown on line 2a of Form 5500
TRUSTEES UFCW LOCAL 1262 NF INDUSTRY PEN

D Employer Identification Number (EIN)
22-6181292

Part I Asset and Liability Statement

1 Current value of plan assets and liabilities at the beginning and end of the plan year. Combine the value of plan assets held in more than one trust. Report the value of the plan's interest in a commingled fund containing the assets of more than one plan on a line-by-line basis unless the value is reportable on lines 1c(9) through 1c(14). Do not enter the value of that portion of an insurance contract which guarantees, during this plan year, to pay a specific dollar benefit at a future date. **Round off amounts to the nearest dollar.** MTIAs, CCTs, PSAs, and 103-12 IEs do not complete lines 1b(1), 1b(2), 1c(8), 1g, 1h, and 1i. CCTs, PSAs, and 103-12 IEs also do not complete lines 1d and 1e. See instructions.

Assets		(a) Beginning of Year	(b) End of Year
a Total noninterest-bearing cash	1a	137886	104296
b Receivables (less allowance for doubtful accounts):			
(1) Employer contributions	1b(1)		
(2) Participant contributions	1b(2)		
(3) Other	1b(3)	113689	112036
c General investments:			
(1) Interest-bearing cash (include money market accounts & certificates of deposit)	1c(1)	71058	69238
(2) U.S. Government securities	1c(2)		
(3) Corporate debt instruments (other than employer securities):			
(A) Preferred	1c(3)(A)		
(B) All other	1c(3)(B)		
(4) Corporate stocks (other than employer securities):			
(A) Preferred	1c(4)(A)		
(B) Common	1c(4)(B)		
(5) Partnership/joint venture interests	1c(5)		
(6) Real estate (other than employer real property)	1c(6)		
(7) Loans (other than to participants)	1c(7)		
(8) Participant loans	1c(8)		
(9) Value of interest in common/collective trusts	1c(9)		
(10) Value of interest in pooled separate accounts	1c(10)		
(11) Value of interest in master trust investment accounts	1c(11)		
(12) Value of interest in 103-12 investment entities	1c(12)		
(13) Value of interest in registered investment companies (e.g., mutual funds)	1c(13)		
(14) Value of funds held in insurance company general account (unallocated contracts)	1c(14)		
(15) Other	1c(15)		

		(a) Beginning of Year	(b) End of Year
1d Employer-related investments:			
(1) Employer securities	1d(1)		
(2) Employer real property	1d(2)		
e Buildings and other property used in plan operation	1e		
f Total assets (add all amounts in lines 1a through 1e)	1f	322633	285570
Liabilities			
g Benefit claims payable	1g		
h Operating payables	1h	15468	9503
i Acquisition indebtedness	1i		
j Other liabilities	1j		
k Total liabilities (add all amounts in lines 1g through1j)	1k	15468	9503
Net Assets			
l Net assets (subtract line 1k from line 1f)	1l	307165	276067

Part II Income and Expense Statement

2 Plan income, expenses, and changes in net assets for the year. Include all income and expenses of the plan, including any trust(s) or separately maintained fund(s) and any payments/receipts to/from insurance carriers. Round off amounts to the nearest dollar. MTIAs, CCTs, PSAs, and 103-12 IEs do not complete lines 2a, 2b(1)(E), 2e, 2f, and 2g.

Income		(a) Amount	(b) Total
a Contributions:			
(1) Received or receivable in cash from: **(A)** Employers	2a(1)(A)		
(B) Participants	2a(1)(B)		
(C) Others (including rollovers)	2a(1)(C)	894800	
(2) Noncash contributions	2a(2)		
(3) Total contributions. Add lines **2a(1)(A), (B), (C),** and line **2a(2)**	2a(3)		894800
b Earnings on investments:			
(1) Interest:			
(A) Interest-bearing cash (including money market accounts and certificates of deposit)	2b(1)(A)	1405	
(B) U.S. Government securities	2b(1)(B)		
(C) Corporate debt instruments	2b(1)(C)		
(D) Loans (other than to participants)	2b(1)(D)		
(E) Participant loans	2b(1)(E)		
(F) Other	2b(1)(F)		
(G) Total interest. Add lines **2b(1)(A)** through **(F)**	2b(1)(G)		1405
(2) Dividends: **(A)** Preferred stock	2b(2)(A)		
(B) Common stock	2b(2)(B)		
(C) Registered investment company shares (e.g. mutual funds)	2b(2)(C)		
(D) Total dividends. Add lines **2b(2)(A)**, **(B)**, and **(C)**	2b(2)(D)		
(3) Rents	2b(3)		
(4) Net gain (loss) on sale of assets: **(A)** Aggregate proceeds	2b(4)(A)		
(B) Aggregate carrying amount (see instructions)	2b(4)(B)		
(C) Subtract line **2b(4)(B)** from line **2b(4)(A)** and enter result	2b(4)(C)		
(5) Unrealized appreciation (depreciation) of assets: **(A)** Real estate	2b(5)(A)		
(B) Other	2b(5)(B)		
(C) Total unrealized appreciation of assets. Add lines **2b(5)(A)** and **(B)**	2b(5)(C)		

		(a) Amount	(b) Total
(6) Net investment gain (loss) from common/collective trusts	2b(6)		
(7) Net investment gain (loss) from pooled separate accounts	2b(7)		
(8) Net investment gain (loss) from master trust investment accounts	2b(8)		
(9) Net investment gain (loss) from 103-12 investment entities	2b(9)		
(10) Net investment gain (loss) from registered investment companies (e.g., mutual funds)	2b(10)		
c Other income	2c		
d Total income. Add all **income** amounts in column (b) and enter total	2d		896205
Expenses			
e Benefit payment and payments to provide benefits:			
(1) Directly to participants or beneficiaries, including direct rollovers	2e(1)	852119	
(2) To insurance carriers for the provision of benefits	2e(2)		
(3) Other	2e(3)		
(4) Total benefit payments. Add lines **2e(1)** through **(3)**	2e(4)		852119
f Corrective distributions (see instructions)	2f		
g Certain deemed distributions of participant loans (see instructions)	2g		
h Interest expense	2h		
i Administrative expenses:			
(1) Salaries and allowances	2i(1)		
(2) Contract administrator fees	2i(2)	31200	
(3) Recordkeeping fees	2i(3)		
(4) IQPA audit fees	2i(4)	14000	
(5) Investment advisory and investment management fees	2i(5)		
(6) Bank or trust company trustee/custodial fees	2i(6)		
(7) Actuarial fees	2i(7)	3960	
(8) Legal fees	2i(8)	11424	
(9) Valuation/appraisal fees	2i(9)		
(10) Other trustee fees and expenses	2i(10)		
(11) Other expenses	2i(11)	14600	
(12) Total administrative expenses. Add lines **2i(1)** through **(11)**	2i(12)		75184
j Total expenses. Add all **expense** amounts in column (b) and enter total	2j		927303
Net Income and Reconciliation			
k Net income (loss). Subtract line **2j** from line **2d**	2k		-31098
l Transfers of assets:			
(1) To this plan	2l(1)		
(2) From this plan	2l(2)		

Part III Accountant's Opinion

3 Complete lines 3a through 3c if the opinion of an independent qualified public accountant is attached to this Form 5500. Complete line 3d if an opinion is not attached.

a The attached opinion of an independent qualified public accountant for this plan is (see instructions):

(1) [X] Unmodified **(2)** [ ] Qualified **(3)** [ ] Disclaimer **(4)** [ ] Adverse

b Check the appropriate box(es) to indicate whether the IQPA performed an ERISA section 103(a)(3)(C) audit. Check both boxes (1) and (2) if the audit was performed pursuant to both 29 CFR 2520.103-8 and 29 CFR 2520.103-12(d). Check box (3) if pursuant to neither.

(1) [ ] DOL Regulation 2520.103-8 **(2)** [ ] DOL Regulation 2520.103-12(d) **(3)** [X] neither DOL Regulation 2520.103-8 nor DOL Regulation 2520.103-12(d).

c Enter the name and EIN of the accountant (or accounting firm) below:

(1) Name: NOVAK FRANCELLA, LLC **(2)** EIN: 61-1436956

d The opinion of an independent qualified public accountant is **not attached** as part of Schedule H because:

(1) [ ] This form is filed for a CCT, PSA, DCG or MTIA. **(2)** [ ] It will be attached to the next Form 5500 pursuant to 29 CFR 2520.104-50.

Part IV Compliance Questions

4 CCTs and PSAs do not complete Part IV. MTIAs, 103-12 IEs, and GIAs do not complete lines 4a, 4e, 4f, 4g, 4h, 4k, 4m, 4n, or 5. 103-12 IEs also do not complete lines 4j and 4l. MTIAs also do not complete line 4l. DCGs do not complete lines 4e, 4f, 4k, 4l, and 5, and DCGs generally complete the rest of Part IV collectively for all plans in the DCG, except as otherwise provided (see instructions).

During the plan year:

		Yes	No	Amount
a Was there a failure to transmit to the plan any participant contributions within the time period described in 29 CFR 2510.3-102? Continue to answer "Yes" for any prior year failures until fully corrected. (See instructions and DOL's Voluntary Fiduciary Correction Program.)	4a		X	
b Were any loans by the plan or fixed income obligations due the plan in default as of the close of the plan year or classified during the year as uncollectible? Disregard participant loans secured by participant's account balance. (Attach Schedule G (Form 5500) Part I if "Yes" is checked.)	4b		X	
c Were any leases to which the plan was a party in default or classified during the year as uncollectible? (Attach Schedule G (Form 5500) Part II if "Yes" is checked.)	4c		X	
d Were there any nonexempt transactions with any party-in-interest? (Do not include transactions reported on line 4a. Attach Schedule G (Form 5500) Part III if "Yes" is checked.)	4d		X	
e Was this plan covered by a fidelity bond?	4e	X		250000
f Did the plan have a loss, whether or not reimbursed by the plan's fidelity bond, that was caused by fraud or dishonesty?	4f		X	
g Did the plan hold any assets whose current value was neither readily determinable on an established market nor set by an independent third party appraiser?	4g		X	
h Did the plan receive any noncash contributions whose value was neither readily determinable on an established market nor set by an independent third party appraiser?	4h		X	
i Did the plan have assets held for investment? (Attach schedule(s) of assets if "Yes" is checked, and see instructions for format requirements.)	4i	X		
j Were any plan transactions or series of transactions in excess of 5% of the current value of plan assets? (Attach schedule of transactions if "Yes" is checked and see instructions for format requirements.)	4j	X		
k Were all the plan assets either distributed to participants or beneficiaries, transferred to another plan, or brought under the control of the PBGC?	4k	X		
l Has the plan failed to provide any benefit when due under the plan?	4l		X	
m If this is an individual account plan, was there a blackout period? (See instructions and 29 CFR 2520.101-3.)	4m			
n If 4m was answered "Yes," check the "Yes" box if you either provided the required notice or one of the exceptions to providing the notice applied under 29 CFR 2520.101-3.	4n			

5a Has a resolution to terminate the plan been adopted during the plan year or any prior plan year? [X] Yes [ ] No

If "Yes," enter the amount of any plan assets that reverted to the employer this year 0.

5b If, during this plan year, any assets or liabilities were transferred from this plan to another plan(s), identify the plan(s) to which assets or liabilities were transferred. (See instructions.)

5b(1) Name of plan(s)	**5b(2)** EIN(s)	**5b(3)** PN(s)

5c Was the plan a defined benefit plan covered under the PBGC insurance program at any time during this plan year? (See ERISA section 4021 and instructions.) ..... [X] Yes [ ] No [ ] Not determined

If "Yes" is checked, enter the My PAA confirmation number from the PBGC premium filing for this plan year 550796.

SCHEDULE R (Form 5500)

Department of the Treasury
Internal Revenue Service

Department of Labor
Employee Benefits Security Administration

Pension Benefit Guaranty Corporation

Retirement Plan Information

This schedule is required to be filed under sections 104 and 4065 of the Employee Retirement Income Security Act of 1974 (ERISA) and section 6058(a) of the Internal Revenue Code (the Code).

▶ **File as an attachment to Form 5500.**

OMB No. 1210-0110

2024

This Form is Open to Public Inspection.

For calendar plan year 2024 or fiscal plan year beginning 01/01/2024 and ending 12/31/2024

A Name of plan
UFCW LOCAL 1262 AND EMPLOYERS NON FOOD PENSION FUND

B Three-digit plan number (PN) ▶ 002

C Plan sponsor's name as shown on line 2a of Form 5500
TRUSTEES UFCW LOCAL 1262 NF INDUSTRY PEN

D Employer Identification Number (EIN)
22-6181292

Part I Distributions

All references to distributions relate only to payments of benefits during the plan year.

1 Total value of distributions paid in property other than in cash or the forms of property specified in the instructions ..... | **1** |

2 Enter the EIN(s) of payor(s) who paid benefits on behalf of the plan to participants or beneficiaries during the year (if more than two, enter EINs of the two payors who paid the greatest dollar amounts of benefits):

EIN(s): 22-6181292

Profit-sharing plans, ESOPs, and stock bonus plans, skip line 3.

3 Number of participants (living or deceased) whose benefits were distributed in a single sum, during the plan year ..... | **3** |

Part II Funding Information (If the plan is not subject to the minimum funding requirements of section 412 of the Internal Revenue Code or ERISA section 302, skip this Part.)

4 Is the plan administrator making an election under Code section 412(d)(2) or ERISA section 302(d)(2)? ..... ☐ **Yes** ☒ **No** ☐ **N/A**

If the plan is a defined benefit plan, go to line 8.

5 If a waiver of the minimum funding standard for a prior year is being amortized in this plan year, see instructions and enter the date of the ruling letter granting the waiver. **Date:** Month _____ Day _____ Year _____

If you completed line 5, complete lines 3, 9, and 10 of Schedule MB and do not complete the remainder of this schedule.

6	**a** Enter the minimum required contribution for this plan year (include any prior year accumulated funding deficiency not waived)	**6a**	
	b Enter the amount contributed by the employer to the plan for this plan year	**6b**	
	c Subtract the amount in line 6b from the amount in line 6a. Enter the result (enter a minus sign to the left of a negative amount)	**6c**	

If you completed line 6c, skip lines 8 and 9.

7 Will the minimum funding amount reported on line 6c be met by the funding deadline? ..... ☐ **Yes** ☐ **No** ☐ **N/A**

8 If a change in actuarial cost method was made for this plan year pursuant to a revenue procedure or other authority providing automatic approval for the change or a class ruling letter, does the plan sponsor or plan administrator agree with the change? ..... ☐ **Yes** ☐ **No** ☒ **N/A**

Part III Amendments

9 If this is a defined benefit pension plan, were any amendments adopted during this plan year that increased or decreased the value of benefits? If yes, check the appropriate box. If no, check the "No" box. ..... ☐ **Increase** ☐ **Decrease** ☐ **Both** ☒ **No**

Part IV ESOPs (see instructions). If this is not a plan described under section 409(a) or 4975(e)(7) of the Internal Revenue Code, skip this Part.

10	Were unallocated employer securities or proceeds from the sale of unallocated securities used to repay any exempt loan?	☐ **Yes**	☐ **No**
11	**a** Does the ESOP hold any preferred stock?	☐ **Yes**	☐ **No**
	b If the ESOP has an outstanding exempt loan with the employer as lender, is such loan part of a "back-to-back" loan? (See instructions for definition of "back-to-back" loan.)	☐ **Yes**	☐ **No**
12	Does the ESOP hold any stock that is not readily tradable on an established securities market?	☐ **Yes**	☐ **No**

Part V Additional Information for Multiemployer Defined Benefit Pension Plans

13 Enter the following information for each employer that (1) contributed more than 5% of total contributions to the plan during the plan year or (2) was one of the top-ten highest contributors (measured in dollars). See instructions. *Complete as many entries as needed to report all applicable employers.*

a Name of contributing employer COVERED BY PBGC

b EIN 22-6181292 **c** Dollar amount contributed by employer 894800

d Date collective bargaining agreement expires *(If employer contributes under more than one collective bargaining agreement, check box* ☐ *and see instructions regarding required attachment. Otherwise, enter the applicable date.)* Month 03 Day 08 Year 2001

e Contribution rate information *(If more than one rate applies, check this box* ☐ *and see instructions regarding required attachment. Otherwise, complete lines 13e(1) and 13e(2).)*
(1) Contribution rate (in dollars and cents) _____
(2) Base unit measure: ☐ Hourly ☐ Weekly ☐ Unit of production ☒ Other (specify): PBGC FUNDED

---

a Name of contributing employer

b EIN **c** Dollar amount contributed by employer

d Date collective bargaining agreement expires *(If employer contributes under more than one collective bargaining agreement, check box* ☐ *and see instructions regarding required attachment. Otherwise, enter the applicable date.)* Month _____ Day _____ Year _____

e Contribution rate information *(If more than one rate applies, check this box* ☐ *and see instructions regarding required attachment. Otherwise, complete lines 13e(1) and 13e(2).)*
(1) Contribution rate (in dollars and cents) _____
(2) Base unit measure: ☐ Hourly ☐ Weekly ☐ Unit of production ☐ Other (specify): _____

---

a Name of contributing employer

b EIN **c** Dollar amount contributed by employer

d Date collective bargaining agreement expires *(If employer contributes under more than one collective bargaining agreement, check box* ☐ *and see instructions regarding required attachment. Otherwise, enter the applicable date.)* Month _____ Day _____ Year _____

e Contribution rate information *(If more than one rate applies, check this box* ☐ *and see instructions regarding required attachment. Otherwise, complete lines 13e(1) and 13e(2).)*
(1) Contribution rate (in dollars and cents) _____
(2) Base unit measure: ☐ Hourly ☐ Weekly ☐ Unit of production ☐ Other (specify): _____

---

a Name of contributing employer

b EIN **c** Dollar amount contributed by employer

d Date collective bargaining agreement expires *(If employer contributes under more than one collective bargaining agreement, check box* ☐ *and see instructions regarding required attachment. Otherwise, enter the applicable date.)* Month _____ Day _____ Year _____

e Contribution rate information *(If more than one rate applies, check this box* ☐ *and see instructions regarding required attachment. Otherwise, complete lines 13e(1) and 13e(2).)*
(1) Contribution rate (in dollars and cents) _____
(2) Base unit measure: ☐ Hourly ☐ Weekly ☐ Unit of production ☐ Other (specify): _____

---

a Name of contributing employer

b EIN **c** Dollar amount contributed by employer

d Date collective bargaining agreement expires *(If employer contributes under more than one collective bargaining agreement, check box* ☐ *and see instructions regarding required attachment. Otherwise, enter the applicable date.)* Month _____ Day _____ Year _____

e Contribution rate information *(If more than one rate applies, check this box* ☐ *and see instructions regarding required attachment. Otherwise, complete lines 13e(1) and 13e(2).)*
(1) Contribution rate (in dollars and cents) _____
(2) Base unit measure: ☐ Hourly ☐ Weekly ☐ Unit of production ☐ Other (specify): _____

---

a Name of contributing employer

b EIN **c** Dollar amount contributed by employer

d Date collective bargaining agreement expires *(If employer contributes under more than one collective bargaining agreement, check box* ☐ *and see instructions regarding required attachment. Otherwise, enter the applicable date.)* Month _____ Day _____ Year _____

e Contribution rate information *(If more than one rate applies, check this box* ☐ *and see instructions regarding required attachment. Otherwise, complete lines 13e(1) and 13e(2).)*
(1) Contribution rate (in dollars and cents) _____
(2) Base unit measure: ☐ Hourly ☐ Weekly ☐ Unit of production ☐ Other (specify): _____

14 Enter the number of deferred vested and retired participants (inactive participants), as of the beginning of the plan year, whose contributing employer is no longer making contributions to the plan for:

a The current plan year. Check the box to indicate the counting method used to determine the number of inactive participants: [X] last contributing employer [ ] alternative [ ] reasonable approximation (see instructions for required attachment)	**14a**	660
b The plan year immediately preceding the current plan year. [ ] Check the box if the number reported is a change from what was previously reported (see instructions for required attachment)	**14b**	694
c The second preceding plan year. [ ] Check the box if the number reported is a change from what was previously reported (see instructions for required attachment)	**14c**	714

15 Enter the ratio of the number of participants under the plan on whose behalf no employer had an obligation to make an employer contribution during the current plan year to:

a The corresponding number for the plan year immediately preceding the current plan year	**15a**	
b The corresponding number for the second preceding plan year	**15b**	

16 Information with respect to any employers who withdrew from the plan during the preceding plan year:

a Enter the number of employers who withdrew during the preceding plan year	**16a**	
b If line 16a is greater than 0, enter the aggregate amount of withdrawal liability assessed or estimated to be assessed against such withdrawn employers	**16b**	

17 If assets and liabilities from another plan have been transferred to or merged with this plan during the plan year, check box and see instructions regarding supplemental information to be included as an attachment [ ]

Part VI Additional Information for Single-Employer and Multiemployer Defined Benefit Pension Plans

18 If any liabilities to participants or their beneficiaries under the plan as of the end of the plan year consist (in whole or in part) of liabilities to such participants and beneficiaries under two or more pension plans as of immediately before such plan year, check box and see instructions regarding supplemental information to be included as an attachment [ ]

19 If the total number of participants is 1,000 or more, complete lines (a) and (b):

a Enter the percentage of plan assets held as:
Public Equity: _____% Private Equity: _____% Investment-Grade Debt and Interest Rate Hedging Assets: _____%
High-Yield Debt: _____% Real Assets: _____% Cash or Cash Equivalents: _____% Other: _____%

b Provide the average duration of the Investment-Grade Debt and Interest Rate Hedging Assets:
[ ] 0-5 years [ ] 5-10 years [ ] 10-15 years [ ] 15 years or more

20 **PBGC missed contribution reporting requirements.** If this is a multiemployer plan or a single-employer plan that is not covered by PBGC, skip line 20.

a Is the amount of unpaid minimum required contributions for all years from Schedule SB (Form 5500) line 40 greater than zero? [ ] Yes [ ] No

b If line 20a is "Yes," has PBGC been notified as required by ERISA sections 4043(c)(5) and/or 303(k)(4)? Check the applicable box:

[ ] Yes.

[ ] No. Reporting was waived under 29 CFR 4043.25(c)(2) because contributions equal to or exceeding the unpaid minimum required contribution were made by the 30th day after the due date.

[ ] No. The 30-day period referenced in 29 CFR 4043.25(c)(2) has not yet ended, and the sponsor intends to make a contribution equal to or exceeding the unpaid minimum required contribution by the 30th day after the due date.

[ ] No. Other. Provide explanation._____

Part VII IRS Compliance Questions

21a Does the plan satisfy the coverage and nondiscrimination tests of Code sections 410(b) and 401(a)(4) by combining this plan with any other plans under the permissive aggregation rules? [ ] Yes [ ] No

21b If this is a Code section 401(k) plan, check all boxes that apply to indicate how the plan is intended to satisfy the nondiscrimination requirements for employee deferrals and employer matching contributions (as applicable) under Code sections 401(k)(3) and 401(m)(2).

[ ] Design-based safe harbor method

[ ] "Prior year" ADP test

[ ] "Current year" ADP test

[ ] N/A

22 If the plan sponsor is an adopter of a pre-approved plan that received a favorable IRS Opinion Letter, enter the date of the Opinion Letter ___/___/_____ (MM/DD/YYYY) and the Opinion Letter serial number_____.

UFCW LOCAL 1262 RETAIL NON-FOOD INDUSTRY PENSION FUND

FINANCIAL STATEMENTS

DECEMBER 31, 2024

UFCW LOCAL 1262 RETAIL NON-FOOD INDUSTRY PENSION FUND

FINANCIAL STATEMENTS WITH SUPPLEMENTAL INFORMATION

DECEMBER 31, 2024 AND 2023

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Novak | Francella
LLC | CERTIFIED PUBLIC ACCOUNTANTS

INDEPENDENT AUDITOR'S REPORT

To the Board of Trustees of the
UFCW Local 1262 Retail Non-Food
Industry Pension Fund

Opinion

We have audited the financial statements of the UFCW Local 1262 Retail Non-Food Industry Pension Fund (the Plan), an employee benefit plan subject to the Employee Retirement Income Security Act of 1974 (ERISA), which comprise the statements of net assets available for benefits (in liquidation) as of December 31, 2024 and 2023, and the related statements of changes in net assets available for benefits (in liquidation) for the years then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the net assets available for benefits (in liquidation) of the Plan as of December 31, 2024 and 2023, and changes in its net assets available for benefits (in liquidation) for the years then ended, in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of UFCW Local 1262 Retail Non-Food Industry Pension Fund and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Emphasis of Matter

As discussed in Note 4 to the financial statements, a major contributing employer ceased operations in February 2001, triggering a termination of the Plan by mass withdrawal as defined by the Employee Retirement Income Security Act of 1974. During 2014, the Plan began receiving financial assistance from the Pension Benefit Guaranty Corporation (PBGC) (see Note 5). In accordance with accounting principles generally accepted in the United States of America, the Plan uses the liquidation basis of accounting to determine the amounts at which assets, liabilities, and accumulated benefit information are stated. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Plan's ability to continue as a going concern for one year after the date the financial statements are available to be issued.

Management is also responsible for maintaining a current plan instrument, including all Plan amendments, administering the Plan, and determining that the Plan's transactions that are presented and disclosed in the financial statements are in conformity with the Plan's provisions, including maintaining sufficient records with respect to each of the participants, to determine the benefits due or which may become due to such participants.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Plan's internal control. Accordingly, no such opinion is expressed.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Plan's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Report on Supplemental Information

Our audits were conducted for the purpose of forming an opinion on the financial statements as a whole. The supplemental Schedule of Assets Held at End of Year (liquidation basis of accounting), Schedule of Reportable Transactions (liquidation basis of accounting) and Schedules of Administrative Expenses (liquidation basis of accounting), together referred to as "supplemental information," are presented for the purpose of additional analysis and are not a required part of the financial statements. The supplemental Schedule of Assets Held at End of Year (liquidation basis of accounting) and Schedule of Reportable Transactions (liquidation basis of accounting) are supplemental information required by the Department of Labor's Rules and Regulations for Reporting and Disclosure under ERISA. Supplemental information is the responsibility of the Plan's management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audits of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS.

In forming our opinion on the supplemental information, we evaluated whether the supplemental information, including their form and content, are presented in conformity with the Department of Labor's Rules and Regulations for Reporting and Disclosure under ERISA.

In our opinion, the information in the accompanying schedules is fairly stated, in all material respects, in relation to the financial statements as a whole, and the form and content are presented in conformity with the Department of Labor's Rules and Regulations for Reporting and Disclosure under ERISA.

Novak Francella LLC

New York, New York
October 2, 2025

UFCW Local 1262 Retail Non-Food
Industry Pension Fund

Statements of Net Assets Available for Benefits
(Liquidation Basis of Accounting)

December 31, 2024 and 2023

	2024	2023
Assets		
Investments - at fair value		
Short-term investments	$ 69,238	$ 71,058
Other assets		
Cash	104,296	137,886
Prepaid expenses	798	2,011
Other	111,238	111,678
Total other assets	216,332	251,575
Total assets	285,570	322,633
Liabilities and net assets		
Liabilities		
Accrued expenses	9,503	15,468
Total liabilities	9,503	15,468
Net assets available for benefits	$ 276,067	$ 307,165

See accompanying notes to financial statements.

UFCW Local 1262 Retail Non-Food Industry Pension Fund

Statements of Changes in Net Assets Available for Benefits (Liquidation Basis of Accounting)

Years Ended December 31, 2024 and 2023

	2024	2023
Additions		
PBGC assistance	$ 894,800	$ 918,000
Interest	1,405	1,310
Total additions	896,205	919,310
Deductions		
Benefits paid to participants and beneficiaries	852,119	767,670
Administrative expenses	75,184	106,147
Total deductions	927,303	873,817
Net (decrease) increase	(31,098)	45,493
Net assets available for benefits		
Beginning of year	307,165	261,672
End of year	$ 276,067	$ 307,165

See accompanying notes to financial statements.

UFCW LOCAL 1262 RETAIL NON-FOOD INDUSTRY PENSION FUND

NOTES TO FINANCIAL STATEMENTS

DECEMBER 31, 2024 AND 2023

NOTE 1. DESCRIPTION OF THE PLAN

The following brief description of the UFCW Local 1262 Retail Non-Food Industry Pension Fund (the Plan) provides only general information. Participants should refer to the Summary Plan Description for a more complete description of the Plan's provisions.

The Plan is a multi-employer, defined benefit pension plan, established under the provisions of an Agreement and Declaration of Trust, dated May 1, 1972, between UFCW Local 1262 (Union) and various stores located in New Jersey and New York (Employers) having had collective bargaining agreements with the Union. The Plan is subject to the provisions of the Employee Retirement Income Security Act of 1974 (ERISA), as amended. The Board of Trustees is responsible for the oversight of the Plan, including determining the appropriateness of the Plan's investments in coordination with their investment advisers.

Prior to the termination of the Plan, the Plan provided pension benefits to, or on behalf of, all eligible persons on whose behalf the employers contributed to the Plan. Benefits were paid in the form of a life annuity, joint and survivor annuity, and lump-sum distributions.

Effective February 7, 2001, the accrual of all future service under the Plan ceased. All participants meeting the vesting requirements at that time maintain the right to receive benefits at the then existing level of benefits in all existing forms other than lump-sum distributions. Those employees not meeting the vesting requirements of the Plan at such date forfeited the rights to receive any benefits under the Plan.

NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Method of Accounting - The accompanying financial statements have been prepared on the liquidation basis of accounting. Under the liquidation basis of accounting, assets are presented at estimated realizable amounts and liabilities are presented at the amounts of cash expected to be paid. PBGC contributions are accounted for as exchange transactions.

Investments - Short-term investments are carried at cost, which approximates fair value.

Employer Contributions - Effective February 7, 2001, the employers ceased making contributions to the Plan for covered service. Prior to that date, employer contributions were established under collective bargaining agreements entered into between the Union and the employers.

NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Payment of Benefits - Benefit payments to participants are recorded upon distribution. Benefits paid in excess of amount due are recorded as a receivable until recovered or until recovery is deemed uncollectible in accordance with Secure Act 2.0 restrictions. Benefits paid in excess of amount due totaled $111,238 and $111,678 for the years ended December 31, 2024 and 2023, respectively.

Estimates - The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures in the financial statements. Actual results could differ from those estimates.

NOTE 3. TAX STATUS

The Plan received its latest determination letter on April 11, 2002, in which the Internal Revenue Service advised that the Plan qualifies under Section 401(a) and is, therefore, exempt from Federal income taxes under the provisions of Section 501(a). The Plan's Trustees and the Plan's legal counsel believe that the Plan is currently being operated in compliance with the applicable requirements of the Internal Revenue Code. Therefore, they believe that the Plan was qualified and the related trust was tax exempt as of the financial statement date.

The Plan's management evaluates tax positions taken by the Plan and recognizes a tax liability or asset if an uncertain tax position was taken and it is more-likely-than-not that the tax position would not be sustained upon examination by taxing authorities. The Plan is subject to routine audits by taxing jurisdictions; however, there are no audits in progress at this time.

NOTE 4. PLAN TERMINATION

On December 26, 2000, Bradlees Stores, Inc. (Bradlees), a contributing Employer that made a substantial portion of the total contributions to the Plan, filed for bankruptcy under Chapter 11 of the United States Bankruptcy Code. On February 7, 2001, Bradlees ceased all business operations covered under the Plan, which resulted in it and all of the other contributing Employers, J. Baker Company (J. Baker) and Laneco, Inc. (Laneco) ceasing to contribute to the Plan for covered service. This caused a termination of the Plan by "mass withdrawal," as defined by ERISA. The Trustees of the Plan, by letter dated March 8, 2001, informed the Pension Benefit Guaranty Corporation (PBGC) that the Plan terminated by mass withdrawal. J. Baker also filed for Chapter 11 bankruptcy; Laneco did not.

Being parties to Chapter 11 bankruptcy proceedings, distributions of assets from both Bradlees and J. Baker were subject to Bankruptcy Court approval which did not guarantee full payment of the assessed withdrawal liability. In June 2003, Bradlees' plan of liquidation was approved by the Court, and Bradlees remitted a withdrawal liability payment of $314,500. In June 2005, Bradlees remitted an additional withdrawal liability payment of $24,650. In 2004, J. Baker's plan of liquidation was approved, and J. Baker remitted a withdrawal liability payment of $15,500 to the Plan. At this time, the Plan does not expect any additional payments from either Bradlees or J. Baker.

NOTE 5. INSOLVENCY AND THE PENSION BENEFIT GUARANTY CORPORATION

During the year ended December 31, 2013, the Plan prepared a notice of insolvency to the PBGC. In connection with this notice, the Plan submitted an application for financial assistance requesting that the PBGC provide supplemental funding for payment of benefits and reasonable administrative expenses incurred by the Plan after the depletion of existing Plan assets. Effective February 2014, the Plan reduced benefit payments and the PBGC began providing financial assistance to the Plan.

Amounts received from the PBGC are recognized as an addition to net assets in the period received. Supplemental funding provided by the PBGC is technically a loan, but due to the circumstances, repayment is considered no more than a contingency, and no liability will be recorded. The ability of the Plan to continue operations and payment of benefits is dependent on the PBGC continuing to provide financial assistance.

NOTE 6. FAIR VALUE MEASUREMENTS

The framework for measuring fair value provides a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1) and the lowest priority to unobservable inputs (Level 3). The three levels of the fair value hierarchy are described as follows:

Basis of Fair Value Measurement:

Level 1 - Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets that the Plan has the ability to access.

Level 2 - Inputs to the valuation methodology include: quoted prices for similar assets or liabilities in active markets; quoted prices for identical or similar assets or liabilities in inactive markets; inputs other than quoted prices that are observable for the asset or liability; inputs that are derived principally from or corroborated by observable market data by correlation or other means.

If the asset or liability has a specified (contractual) term, the level 2 input must be observable for substantially the full term of the asset or liability.

Level 3 - Inputs to the valuation methodology are unobservable and significant to the fair value measurement.

The asset's or liability's fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques maximize the use of relevant observable inputs and minimize the use of unobservable inputs.

NOTE 6. FAIR VALUE MEASUREMENTS (continued)

The availability of observable market data is monitored to assess the appropriate classification of financial instruments within the fair value hierarchy. Changes in economic conditions or model-based valuation techniques may require the transfer of financial instruments from one fair value level to another. In such instances, the transfer is reported at the beginning of the reporting period.

For the years ended December 31, 2024 and 2023, there were no transfers in or out of levels 1, 2, or 3.

	Fair Value Measurements at December 31, 2024			
	Total	Level 1	Level 2	Level 3
Short-term investments	$ 69,238	$ 69,238	$ -	$ -

	Fair Value Measurements at December 31, 2023			
	Total	Level 1	Level 2	Level 3
Short-term investments	$ 71,058	$ 71,058	$ -	$ -

NOTE 7. RELATED PARTY TRANSACTIONS

Identification of Related Organizations

The Plan has the following related entity with which it has transactions:

- UFCW Local 1262 AFL-CIO

The above entity qualifies as a tax-exempt organization.

The entity listed above shares common Trustees or officers with this Plan.

Plan investments are shares of short-term investments managed by U.S. Bank. U.S. Bank is the Trustee, as defined by the Plan, and therefore, transactions of these investments qualify as party-in-interest transactions. These investments and related transactions have been denoted as such on the supplemental Schedule of Assets Held at End of Year (Liquidation Basis of Accounting) and Schedule of Reportable Transactions (Liquidation Basis of Accounting).

The transactions above qualify as party-in-interest transactions which are exempt from the prohibited transaction rules of ERISA.

NOTE 8. RISKS AND UNCERTAINTIES

The Plan invests in investment securities. Investment securities are exposed to various risks, such as interest rate, market, and credit risks. Due to the level of risk associated with certain investment securities, it is at least reasonably possible that changes in the values of investment securities will occur in the near term and that such changes could materially affect the amounts reported in the statements of net assets available for benefits.

NOTE 9. SUBSEQUENT EVENTS

The Plan has evaluated subsequent events through October 2, 2025, the date the financial statements were available to be issued, and they have been evaluated in accordance with relevant accounting standards.

SUPPLEMENTAL INFORMATION

UFCW Local 1262 Retail Non-Food Industry Pension Fund

Schedules of Administrative Expenses (Liquidation Basis of Accounting)

Years Ended December 31, 2024 and 2023

	2024	2023
Third-party administration	$ 31,200	$ 31,200
Audit	14,000	14,000
Legal	11,424	33,116
Bank fees	10,243	10,608
Actuary	3,960	12,831
Fiduciary services	2,000	2,000
Death search	1,961	2,176
Insurance	396	216
Total administrative expenses	$ 75,184	$ 106,147

UFCW Local 1262 Retail Non-Food
Industry Pension Fund

Schedule of Assets Held at End of Year
(Liquidation Basis of Accounting)

December 31, 2024

Form 5500, Schedule H, Line 4i

E.I.N. 22-6181292
Plan No. 002

(a)	(b)	(c) Description of Investment Including Maturity Rate of Interest, Collateral, Par or Maturity Value				(d)	(e)
	Identity of Issue, Borrower, Lessor or Similar Party	Type	Maturity Date	Rate of Interest	Par / Maturity Value or Shares	Cost	Current Value
	Item 1c(1) Interest-bearing cash:						
*	First American Treasury Obligations Fund	MMA	Demand	Variable %	69,238	$ 69,238	$ 69,238

* A party in-interest as defined by ERISA.

UFCW Local 1262 Retail Non-Food Industry Pension Fund

Schedule of Reportable Transactions (Liquidation Basis of Accounting)

Year Ended December 31, 2024

Form 5500, Schedule H, Line 4j

E.I.N. 22-6181292
Plan No. 002

(a)	(b) Description of Asset	(c) Purchase Price	(d) Selling Price	(g) Cost of Asset	(h) Current Value of Asset	(i) Net Gain or (Loss)
*	First American Treasury	$ 804,417	N/A	$ 804,417	$ 804,417	N/A
	Obligations Fund	N/A	$ 806,237	806,237	806,237	$ -

* A party-in-interest as defined by ERISA.

THE FINANCIAL STATEMENTS WILL BE PLACED IN THE ATTACHMENT FOR THE ACCOUNTANT'S OPINION

SEE ACCOUNTANT'S OPINION FOR SCHEDULE
OF ASSETS HELD

Form 5500

Department of the Treasury
Internal Revenue Service

Department of Labor
Employee Benefits Security Administration

Pension Benefit Guaranty Corporation

Annual Return/Report of Employee Benefit Plan

This form is required to be filed for employee benefit plans under sections 104 and 4065 of the Employee Retirement Income Security Act of 1974 (ERISA) and sections 6057(b) and 6058(a) of the Internal Revenue Code (the Code).

▶ **Complete all entries in accordance with the instructions to the Form 5500.**

OMB Nos. 1210 - 0110
1210 - 0089

2024

This Form is Open to Public Inspection

Part I Annual Report Identification Information

For calendar plan year 2024 or fiscal plan year beginning 01/01/2024 and ending 12/31/2024

A This return/report is for: [X] a multiemployer plan [ ] a multiple-employer plan (Filers checking this box must provide participating employer information in accordance with the form instructions.)

[ ] a single-employer plan [ ] a DFE (specify) _____

B This return/report is: [ ] the first return/report [ ] the final return/report

[ ] an amended return/report [ ] a short plan year return/report (less than 12 months)

C If the plan is a collectively-bargained plan, check here ▶ [X]

D Check box if filing under: [X] Form 5558 [ ] automatic extension [ ] the DFVC program

[ ] special extension (enter description)

E If this is a retroactively adopted plan permitted by SECURE Act section 201, check here ▶ [ ]

Part II Basic Plan Information - enter all requested information

1a Name of plan
UFCW LOCAL 1262 AND EMPLOYERS NON FOOD PENSION FUND

1b Three-digit plan number (PN) ▶ 002

1c Effective date of plan 06/01/1972

2a Plan sponsor's name (employer, if for a single-employer plan)
Mailing address (include room, apt., suite no. and street, or P.O. Box)
City or town, state or province, country, and ZIP or foreign postal code (if foreign, see instructions)
TRUSTEES UFCW LOCAL 1262 NF INDUSTRY PEN

1389 BROAD STREET

CLIFTON NJ 07013

2b Employer Identification Number (EIN) 22-6181292

2c Plan Sponsor's telephone number 973-778-5800

2d Business code (see instructions) 453990

Caution: A penalty for the late or incomplete filing of this return/report will be assessed unless reasonable cause is established.

Under penalties of perjury and other penalties set forth in the instructions, I declare that I have examined this return/report, including accompanying schedules, statements and attachments, as well as the electronic version of this return/report, and to the best of my knowledge and belief, it is true, correct, and complete.

SIGN HERE	X Harvey While	X 10/15/2025	HARVEY WHILLE
	Signature of plan administrator	Date	Enter name of individual signing as plan administrator
SIGN HERE			
	Signature of employer/plan sponsor	Date	Enter name of individual signing as employer or plan sponsor
SIGN HERE			
	Signature of DFE	Date	Enter name of individual signing as DFE

3a Plan administrator's name and address [X] Same as Plan Sponsor	3b Administrator's EIN 3c Administrator's telephone number

4 If the name and/or EIN of the plan sponsor or the plan name has changed since the last return/report filed for this plan, enter the plan sponsor's name, EIN, the plan name and the plan number from the last return/report: a Sponsor's name c Plan Name	4b EIN 4d PN

5 Total number of participants at the beginning of the plan year	5	694
6 Number of participants as of the end of the plan year unless otherwise stated (welfare plans complete only lines 6a(1), 6a(2), 6b, 6c, and 6d).		
a (1) Total number of active participants at the beginning of the plan year	6a(1)	
a (2) Total number of active participants at the end of the plan year	6a(2)	
b Retired or separated participants receiving benefits	6b	454
c Other retired or separated participants entitled to future benefits	6c	176
d Subtotal. Add lines 6a(2), 6b, and 6c	6d	630
e Deceased participants whose beneficiaries are receiving or are entitled to receive benefits	6e	30
f Total. Add lines 6d and 6e	6f	660
g (1) Number of participants with account balances as of the beginning of the plan year (only defined contribution plans complete this item)	6g(1)	
(2) Number of participants with account balances as of the end of the plan year (only defined contribution plans complete this item)	6g(2)	
h Number of participants who terminated employment during the plan year with accrued benefits that were less than 100% vested	6h	
7 Enter the total number of employers obligated to contribute to the plan (only multiemployer plans complete this item)	7	0

8a If the plan provides pension benefits, enter the applicable pension feature codes from the List of Plan Characteristics Codes in the instructions:
1B 1I

b If the plan provides welfare benefits, enter the applicable welfare feature codes from the List of Plan Characteristics Codes in the instructions:

9a Plan funding arrangement (check all that apply)	9b Plan benefit arrangement (check all that apply)
(1) [ ] Insurance	(1) [ ] Insurance
(2) [ ] Code section 412(e)(3) insurance contracts	(2) [ ] Code section 412(e)(3) insurance contracts
(3) [X] Trust	(3) [X] Trust
(4) [ ] General assets of the sponsor	(4) [ ] General assets of the sponsor

10 Check all applicable boxes in 10a and 10b to indicate which schedules are attached, and, where indicated, enter the number attached. (See instructions)

a Pension Schedules

(1) [X] **R** (Retirement Plan Information)
(2) [ ] **MB** (Multiemployer Defined Benefit Plan and Certain Money Purchase Plan Actuarial Information) - signed by the plan actuary
(3) [ ] **SB** (Single-Employer Defined Benefit Plan Actuarial Information) - signed by the plan actuary
(4) [ ] **DCG** (Individual Plan Information) - Number Attached ____
(5) [ ] **MEP** (Multiple-Employer Retirement Plan Information)

b General Schedules

(1) [X] **H** (Financial Information)
(2) [ ] **I** (Financial Information - Small Plan)
(3) [ ] **A** (Insurance Information) - Number Attached ____
(4) [X] **C** (Service Provider Information)
(5) [ ] **D** (DFE/Participating Plan Information)
(6) [ ] **G** (Financial Transaction Schedules)

Part III Form M-1 Compliance Information (to be completed by welfare benefit plans)

11a If the plan provides welfare benefits, was the plan subject to the Form M-1 filing requirements during the plan year? (See instructions and 29 CFR 2520.101-2.) ..... ☐ Yes ☐ No

If "Yes" is checked, complete lines 11b and 11c.

11b Is the plan currently in compliance with the Form M-1 filing requirements? (See instructions and 29 CFR 2520.101-2.) ... ☐ Yes ☐ No

11c Enter the Receipt Confirmation Code for the 2024 Form M-1 annual report. If the plan was not required to file the 2024 Form M-1 annual report, enter the Receipt Confirmation Code for the most recent Form M-1 that was required to be filed under the Form M-1 filing requirements. (Failure to enter a valid Receipt Confirmation Code will subject the Form 5500 filing to rejection as incomplete.)

Receipt Confirmation Code _____

SEE ACCOUNTANT'S OPINION FOR SCHEDULE
OF FIVE PERCENT TRANSACTIONS

SPECIAL FINANCIAL ASSISTANCE APPLICATION

UFCW Local 1262 Retail (Non-Food) Industry Pension Plan
EIN/Plan No.: 22-6181292/002
SFA Checklist Item #22
Section D -- Required Trustee Signature

Pursuant to Pension Benefit Guaranty Corporation's Final Rule, 29 CFR Parts 4000 and 4262 promulgated in accordance with Sections 4000 and 4262 of the Employee Retirement Income Security Act of 1974, as amended ("ERISA") and published in the Federal Register on July 8, 2022, the Board of Trustees of UFCW Local 1262 Retail (Non-Food) Industry Pension Plan (the "Plan"), through their duly authorized trustees, submits this Application, and the accompanying exhibits, to the PBGC for approval of special financial assistance.

Authorized Trustee

Michael DeMartino, Trustee
October 6, 2026

Authorized Trustee

Patrick Durning, Trustee
October 6, 2026

SFA Application for the UFCW Local 1262 Retail (Non-Food) Industry Pension Plan
EIN/Plan No.: 22-6181292/002

SFA Checklist #23a
Section D, Item (1)

For a plan that is not a MPRA plan, does the application include an optional cover letter?

Yes.

SFA Application for the UFCW Local 1262 Retail (Non-Food) Industry Pension Plan
EIN/Plan No.: 22-6181292/002

SFA Checklist #24
Section D, Item (2)

Does the application include the name, address, email and telephone number of the plan sponsor, plan sponsor's authorized representative, and any other authorized representatives?

Plan Sponsor Information

Name:	Board of Trustees of the UFCW Local 1262 Retail (Non-Food) Industry Pension Plan
Address:	27 Roland Avenue, Ste. 200 Mount Laurel, New Jersey 08054
Email:	kdevany@fmvaccaro.com
Telephone #:	(856) 793-2501

Plan's Authorized Representatives:

Actuary:	Christian Benjaminson, Enrolled Actuary, Cheiron Enrolled Actuary No.: 26-07015 701 East Gate Drive, Suite 330 Mount Laurel, NJ 08054 (703) 893-1456, ext. 1002 cbenjaminson@cheiron.us
Attorney:	Meredith Golfo Slevin & Hart P.C. 1300 Connecticut Avenue, NW, Suite 700 Washington, DC 20036 (202) 797-8700 mgolfo@slevinhart.com

SFA Application for the UFCW Local 1262 Retail (Non-Food) Industry Pension Plan
EIN/Plan No.: 22-6181292/002

SFA Checklist #25
Section D, Item (3) – Eligibility

Does the application identify the eligibility criteria in § 4262.3 that qualifies the plan as eligible to receive SFA, and include the requested information for each item that is applicable, as described in Section D, Item (3) of the SFA Filing Instructions?

The Plan is claiming eligibility under Section 4262.3(a)(1). Although the Plan does not have a zone certification for 2020, 2021 or 2022, it clearly satisfies the conditions for critical and declining status within the meaning of section 305(b)(6) of ERISA for its 2022 plan year. Please refer to the SFA eligibility certification provided in the submission for more detail.

Also, the Plan has substantial and longstanding connections to the Second Circuit. Although the Plan Sponsor's principal mailing address is presently located in New Jersey, the Plan has historically operated as a metropolitan New York area plan serving employers and participants throughout the New York metropolitan region. The location of the Plan Sponsor's office reflects administrative convenience and cost considerations rather than the geographic focus of the Plan's operations or the population it serves. A number of the Plan's participants reside in New York, and prior to mass withdrawal, the participating employers conducted substantial operations throughout the New York metropolitan area. The Plan's administrative and professional service providers maintain offices in New York, including Slevin & Hart (legal counsel), Mercer (actuary up until 2020), and Novak Francella (accountant). In addition, callers to the Union's primary telephone system are directed to select whether they live in either New York or New Jersey, reflecting the Plan's integrated operations across the metropolitan region, rather than its identification within a single state. The Union maintains separate member guidebooks for its New York and New Jersey participants, further demonstrating that New York is a core and longstanding component of the Plan's administration and participant communications.

In light of these facts, the Plan should reasonably be regarded as a Second Circuit plan for purposes of administering the Special Financial Assistance program and the Second Circuit's decision in Board of Trustees of the Bakery Drivers Local 550 and Industry Pension Fund v. PBGC. The Plan's ties to New York are substantial, continuous, and central to its administration and participant population. To the extent PBGC considers geographic location in determining whether Bakery Drivers applies, the Plan's longstanding operational nexus to the Second Circuit supports processing this application under that precedent rather than relying exclusively on the location of a single administrative office.

SFA Application for the UFCW Local 1262 Retail (Non-Food) Industry Pension Plan
EIN/Plan No.: 22-6181292/002

SFA Checklist #26.b.
Section D, Item (4) – Emergency Application

If the plan is submitting an emergency application under § 4262.10(f), is the application identified as an emergency application with the applicable emergency criteria identified?

This Plan is submitting an emergency application under § 4262.10(f), because the Plan is insolvent. Insolvency occurred in 2014.

SFA Application for the UFCW Local 1262 Retail (Non-Food) Industry Pension Plan
EIN/Plan No.: 22-6181292/002

SFA Checklist #27
Section D, Item (5) – Narrative Description of Future Contributions and Withdrawal Liability Collections

Does the application include a detailed narrative description of the development of the assumed future contributions and assumed future withdrawal liability payments used to calculate the SFA amount as shown in Section C, Item (4)?

This item does not apply for this plan as there are no actives, no contributing employers, and no withdrawn employers making payments.

SFA Application for the UFCW Local 1262 Retail (Non-Food) Industry Pension Plan
EIN/Plan No.: 22-6181292/002

SFA Checklist #28b
Section D, Item (6)(b) – Description of Assumption Changes

Does the application identify which assumptions/methods (if any) used to determine the requested SFA amount differ from those used in the most recent certification of plan status completed before 1/1/2021 (excluding the plan's non-SFA and SFA interest rates, which must be the same as the interest rates required by § 4262.4(e)(1) and (2))? If there are any assumption/method changes, does the application include detailed explanations and supporting rationale and information as to why using the identified original assumptions/methods is no longer reasonable and why the changed assumptions/methods are reasonable? Does the application state if the changed assumption is an extension of the CBU assumption or the administrative assumption as described in Paragraph A "Adoption of assumptions not previously factored into pre-2021 certification of plan status" of Section III, Acceptable Assumption Changes of PBGC's SFA Assumptions?

See attached Exhibit I prepared by the Plan's Actuary for a Description of Assumption Changes.

SFA Checklist #29a and #29b
Section D, Item 7 – Restoration of Suspended Benefits

Participants' benefits were suspended to the PBGC guarantee level upon Plan insolvency. Therefore, the Plan will restore those benefits. The amount is quantified on Template 4A in column 5 (Make-up Payments Attributable to Reinstatement of Benefits Suspended through the SFA Measurement Date). The payment is calculated as a lump sum (without interest) as of the SFA measurement date.

Exhibit I
SFA Checklist #27b - Section D, Item (6)(b)
Description of Assumption Changes

In accordance with §4262.4(e)(4), the UFCW Local 1262 Retail (Non-Food) Pension Plan (the "Plan") has determined that seven (7) assumptions used in the "pre-2021 Zone Certification" are no longer reasonable. One of the seven assumptions was changed in accordance with PBGC's guidance on SFA assumptions, i.e., assumption change #2 is identified as "acceptable" in PBGC SFA 22-07, Section III. Other than these seven assumptions, all other assumptions are the same as those used in the "pre-2021 Zone Certification." The assumption changes are as follows:

1. Retirement Age for Terminated Vested Participants
2. Mortality
3. Spouse Age Difference
4. Late Retirement
5. Form of Payment Election for Terminated Vested Participants
6. "Missing" Terminated Vested Participant
7. Administrative Expenses

For each assumption change we have provided justification and support required under §4262.5(c)(1) and comment on applicability of PBGC's guidelines under §4262.5(c)(2). Note, in the descriptions that follow, "Original Assumption" refers to the assumption used in the Plan's 2001 Form 5500 filing. Since the plan terminated prior to the enactment of the Pension Protection Act, it was never required to, nor have, filed a zone certification. Therefore, for purposes of this SFA application, the 2001 Form 5500 filing is taken to be a proxy for the "pre-2021 zone certification" because it reflects the last time the funding standard account was maintained for the Plan.

Additionally, we have provided justification and support for the unchanged assumption for Marital Status.

Retirement Age for Terminated Vested Participants

- Original Assumption: All terminated vested participants retire at earliest retirement age.
- Original Assumption is no longer reasonable because it is not based on plan experience.
- Changed Assumption: All terminated vested participants retire at age 62.
- Reasonableness of Changed Assumption: The changed assumption is reasonable because it reflects plan experience. The retirement age for terminated vested participants was based on the most recent five years of experience. Since annual valuation census data was unavailable (solvency valuations only required every five years), retirees with dates of retirement in the last five years were used as a proxy for the last five years of retirements. See historical data below. Since the date of the Plan's termination, no additional vesting service was earned by participants. This means that participants with 10 years of service who retired at age 62 also would have been eligible to retire at 55 but chose not to do so, demonstrating the reasonableness of this assumption change.

Exhibit I
SFA Checklist #27b - Section D, Item (6)(b)
Description of Assumption Changes

Participants with At Least 10 years of service						
	Year of Retirement					
Retirement Age	2020	2021	2022	2023	2024	Total
55	1	0	0	0	0	1
56	0	1	0	0	0	1
57	0	0	0	0	1	1
58	0	0	0	0	0	0
59	0	0	0	0	0	0
60	0	1	0	0	1	2
61	0	0	0	0	0	0
62	5	5	2	4	2	18
63	0	0	0	0	0	0
64	0	0	0	0	0	0
65	0	0	0	0	0	0
66	0	0	0	0	0	0
67	0	0	0	0	0	0
68	0	0	0	0	0	0
69	0	0	0	0	0	0
70	0	0	0	0	0	0
71	0	0	0	0	0	0

Participants with Under 10 years of service						
	Year of Retirement					
Retirement Age	2020	2021	2022	2023	2024	Total
55	0	0	0	0	0	0
56	0	0	0	0	0	0
57	0	0	0	0	0	0
58	0	0	0	0	0	0
59	0	0	0	0	0	0
60	0	0	0	0	0	0
61	0	0	0	0	0	0
62	4	1	0	3	3	11
63	0	0	0	0	0	0
64	0	0	0	0	0	0
65	0	0	0	0	0	0
66	0	0	0	0	0	0
67	0	0	0	0	0	0
68	0	0	0	0	0	0
69	0	0	0	0	0	0
70	0	0	0	0	0	0
71	0	0	0	0	0	0

Exhibit I
SFA Checklist #27b - Section D, Item (6)(b)
Description of Assumption Changes

Mortality (PBGC SFA 23-01; Section III.B and III.C)

- Original Assumption: 1983 GAM mortality tables with no age setback. No mortality improvement assumed.

- Original Assumption is no longer reasonable because it is quite outdated and does not follow current best practice of reflecting mortality improvement.

- Changed Assumption: The changed assumption follows the "acceptable" assumption from PBGC's assumption guidance:

  For post-commencement (retirees, contingent survivors & terminated vested participants), the amount-weighted Pri-2012 Blue Collar non-disabled annuitant tables (sex distinct), projected with fully generational mortality improvement using Scale MP-2021.

  For pre-commencement (TVs only), the amount-weighted Pri-2012 Blue Collar employee tables (sex distinct), projected with fully generational mortality improvement using Scale MP-2021.

  There is no separate assumption for disabled participants.

- Reasonableness of Changed Assumption: The changed assumption is based on a recent mortality table, reflects the blue-collar population of the plan, and follows the best practice of reflecting mortality improvement. Also, there are no disabled participants nor are there assumed to be any in the future.

Spouse Age Difference

- Original Assumption: Wives are four years younger than husbands.

- Original Assumption is no longer reasonable because it does not reflect plan experience.

- Changed Assumption: Wives are three years younger than husbands.

- Reasonableness of Changed Assumption: The changed assumption is reasonable because it reflects plan experience. The spouse age difference was based on the most-recent 10 years of experience in order to get meaningful data due to limited exposures. Since annual valuation census data was unavailable (solvency valuations only required every five years), retirees with dates of retirement in the last 10 years were used as a proxy for the last 10 years of retirements. Note that this assumption is used to reflect the plan's pre-retirement death benefit.

Exhibit I
SFA Checklist #27b - Section D, Item (6)(b)
Description of Assumption Changes

Years Spouses are Older than Male Participants (by Year of Retirement)									
2015	**2016**	**2017**	**2018**	**2019**	**2020**	**2021**	**2022**	**2023**	**2024**
-0.96	-7.23	-12.61	-3.35	-0.01	-2.16				
6.16	-3.28								
Average: -2.93									

Years Spouses are Older than Female Participants (by Year of Retirement)									
2015	**2016**	**2017**	**2018**	**2019**	**2020**	**2021**	**2022**	**2023**	**2024**
-11.23	-2.34	-3.36		-6.23	1.47	2.01			2.64
-4.51	0.84	2.82		-3.76	7.12				3.31
-3.49	3.18	3.26		5.27	10.36				
0.16	4.70	5.16		6.57					
1.65	4.87	7.96		9.13					
2.23	5.43	8.65							
5.14	6.34								
5.97	6.66								
	7.08								
	8.80								
Average: 2.97									

Late Retirement

- Original Assumption: It is assumed that any actuarial increase or makeup payments due to non-retired participants, who are past Normal Retirement eligibility, will be offset by forfeitures.

- Original Assumption is no longer reasonable because it does not reflect the Plan's late retirement provisions, which are restored after the receipt of SFA.

- Changed Assumption: For terminated vested participants past their normal retirement age as of the census date, actuarial increases were applied from normal retirement age to the earlier of (i) age at assumed benefit commencement or (ii) age on Required Beginning Date (RBD). As of the census date, there was one terminated vested participant who is expected to retire after their RBD, and as such a retroactive payment was calculated to reflect the accumulation of missed required benefit payments with interest from their RBD to the SFA measurement date.

- Reasonableness of Changed Assumption: The changed assumption reflects the plan's late retirement provision.

Exhibit I
SFA Checklist #27b - Section D, Item (6)(b)
Description of Assumption Changes

Form of Payment Election for Terminated Vested Participants

- Original Assumption: All terminated vested participants assumed to elect a single life annuity.

- Original Assumption is no longer reasonable because it does not reflect plan experience.

- Changed Assumption: 20% of terminated vested participants assumed to elect a 50% Joint & Survivor annuity, 5% assumed to elect a 75% Joint & Survivor annuity, and 75% assumed to elect a 50% Joint & Survivor annuity.

  Reasonableness of Changed Assumption: The changed assumption is reasonable because it reflects plan experience. The form of payment was based on the most recent 5 years of experience. Since annual valuation census data was unavailable (solvency valuations only required every five years), retirees with dates of retirement in the last 5 years were used as a proxy for the last 5 years of retirements.

Retirements in 2015-2024		
	Counts	Percentage
50% Joint & Survivor Annuity	7	21%
75% Joint & Survivor Annuity	1	3%
Single Life Annuity	26	76%
Total	34	

"Missing" Terminated Vested Participant

- Original Assumption: No participants are excluded.

- Original Assumption is no longer reasonable because it is not supported by plan experience.

- Changed Assumption: Terminated vested participants 80 and over are excluded.

Reasonableness of Change Assumption: The Plan did assume any terminated vested participants were excluded, so it is not adding back any previously excluded terminated vested participants. However, since recent retirement experience (see "Retirement Age for Terminated Vested Participants") does not show older terminated vested participants commencing benefits, the Plan finds it reasonable to exclude members over a certain age. Accordingly, the Plan has removed all terminated vested participants age 80 and over. As a result, two members were removed from the census data.

Exhibit I
SFA Checklist #27b - Section D, Item (6)(b)
Description of Assumption Changes

Administrative Expenses

- Original Assumption: $10,000 plus $200 per participant plus 0.557% of total value of vested plan benefits over $200,000. 0.557% is calculated as 1% + (3.07% - 7.5%)/10 as described in PBGC regulation 4044, Appendix C. *(Note: since our only source for 2001 results is the Schedule B database, and there is no line for the expense assumption, we are considering the oldest known expense assumption, i.e. from the 12/31/2012 Solvency Valuation, to be the baseline assumption.)*

- Original Assumption is no longer reasonable because it does not reflect the plan's circumstances, does not reflect known future increases to PBGC premium rates, does not reflect one-time fees to prepare the SFA application, and does not reflect additional expenses that are expected to be incurred after receiving SFA.

- Changed Assumption:

  Expense in year of SFA measurement date equal to 2025 annual expenses of $87,941 as reported on draft unaudited financials, prorated for the seven months in the partial projection year.

  2026 expenses of $164,232 ($73,232 in regular ongoing administrative expenses plus $91,000 in one-time fees related to the SFA application). The regular ongoing expenses are developed by applying 2.5% inflation to 2025 actual expenses, except that no actuarial fees are assumed. No PBGC premiums are assumed for 2026.

  2027 expenses of $183,753 ($24,313 PBGC premiums plus $139,440 regular ongoing administrative expenses plus $20,000 in one-time fees related to SFA work). In general, the values for 2027 are the same as for 2026 with an additional year of inflation, except that legal fees are assumed to be $20,000 and new categories have been added for PBGC premiums, fees related to managing the SFA and non-SFA funds, and actuarial fees.

  2028 through 2051 expenses are projected based on 2027 values, increased 2.5% per year for inflation, except that PBGC premiums are adjusted to reflect projected headcount declines and to reflect the $52 flat rate premium for 2031. In addition, any one-time expenses expected to be incurred in 2027 were removed from the estimates in 2028+.

  Finally, total annual administrative expense in each future plan year, excluding PBGC premiums, are limited to the median inflation-adjusted per participant non-PBGC premium expenses of similar sized multiemployer pension plans based on non-PBGC premium expenses reported in the DOL's 2024 Form 5500 dataset. Note that this ceiling is not exceeded in any projection year.

Exhibit I
SFA Checklist #27b - Section D, Item (6)(b)
Description of Assumption Changes

- Reasonableness of Changed Assumption: The assumed expenses are based on careful consideration of itemized historical expenses. For items where the historical expenses are not expected to be predictive of ongoing expenses, individual estimates were developed for each item. Similarly, one-time fees are based on vendor estimates, informed by year-to-date time captured in the vendor's time keeping system. The use of inflation reflects industry best practices. The modeling of PBGC premiums is consistent with the per capita structure of the PBGC premiums and the projected headcounts used to generate Template 4A cash flows. Finally, the use of an inflation-adjusted per capita ceiling ensures that expenses do not reach unreasonable levels by 2051 as the plan shrinks. Below are additional details supporting the administrative expense assumption.

  The following chart contains details on the itemized development of assumed expenses for 2026 and 2027. The regular ongoing expenses for 2026 are developed by applying 2.5% inflation to the 2025 actual expenses for each category, except that no actuarial fees are assumed. In general, the values for 2027 are the same as for 2026 with an additional year of inflation, except that legal fees are assumed to be $20,000 and new categories have been added for PBGC premiums, investment consulting fees, and actuarial fees. The investment consulting fees are to reflect the cost of managing the SFA and non-SFA funds.

Exhibit I
SFA Checklist #27b - Section D, Item (6)(b)
Description of Assumption Changes

Breakdown of Administrative Expenses			
(1) PBGC Premiums	**2025**	**2026**	**2027**
Premium rate x projected count	**$0**	**$0**	**$24,313**
(2) Regular Ongoing Expenses	**2025**	**2026**	**2027**
Third Party Administration	$33,800	$34,645	$35,511
Actuarial	16,495	0	25,000
Auditing	14,000	14,350	14,709
Legal	5,352	5,486	20,000
Bank	9,968	10,217	10,473
Fiduciary Services	1,000	1,025	1,051
Death Search	1,975	2,024	2,075
Insurance	4,065	4,167	4,271
Crime Insurance	1,286	1,318	1,351
Investment Consultant	0	0	25,000
Total	**$87,941**	**$73,232**	**$139,440**
(3) One-time Fees (for SFA work)	2025	2026	2027
Actuarial		$75,000	$0
Legal		6,000	10,000
Third Party Administration		10,000	10,000
Total	**$0**	**$91,000**	**$20,000**
Grand Total	**$87,941**	**$164,232**	**$183,753**

To support the 2.5% inflation assumption used for 2027 through 2051, we note the following:

- A historical review of CPI over the past 50-years for increases over 5-year periods (5, 10, 15, …50), shows that average inflation has exceeded 2.5% in every period.
- The June 2026 Old-Age, Survivors, and Disability Insurance (OASDI) Trustees Report projects that over the long-term (next 75 years), inflation will average between 1.8% and 3.0%. Under the intermediate cost projection, the Social Security Administration uses an assumption of 2.4%.
- The survey of professional economic forecasters published by the Philadelphia Federal Reserve for the Second Quarter 2026, includes expectation of inflation for both short-run and long-run projections. The median assumption for headline CPI is 2.6% for 2026-2030 and 2.4% for 2026-2035. Both are up from the prior report.
- The 2025 Horizon Capital Market Assumption Survey has average inflation assumption for the 41 firms providing short term expectations (10-years) as 2.38% and 27 firms providing long term (20-year) as 2.40%

Exhibit I
SFA Checklist #27b - Section D, Item (6)(b)
Description of Assumption Changes

As mentioned above, total annual administrative expenses, excluding PBGC premiums, in each future plan year were limited to the median inflation-adjusted per participant non-PBGC premium expenses of similar sized multiemployer defined benefit pension plans based on expenses, excluding PBGC premiums, reported in the DOL's 2024 Form 5500 dataset. This is being used as a substitute for the "percent of benefits cap" in the SFA Assumptions Guidance because headcount is a better proxy for plan size than benefit payments. The table below shows the reported median per participant expenses, before inflation adjustment and excludes PBGC premiums. Note that a fresh look-up to that table is performed in each projection year in order to reflect that per participant expenses increase as the Plan's total participation declines.

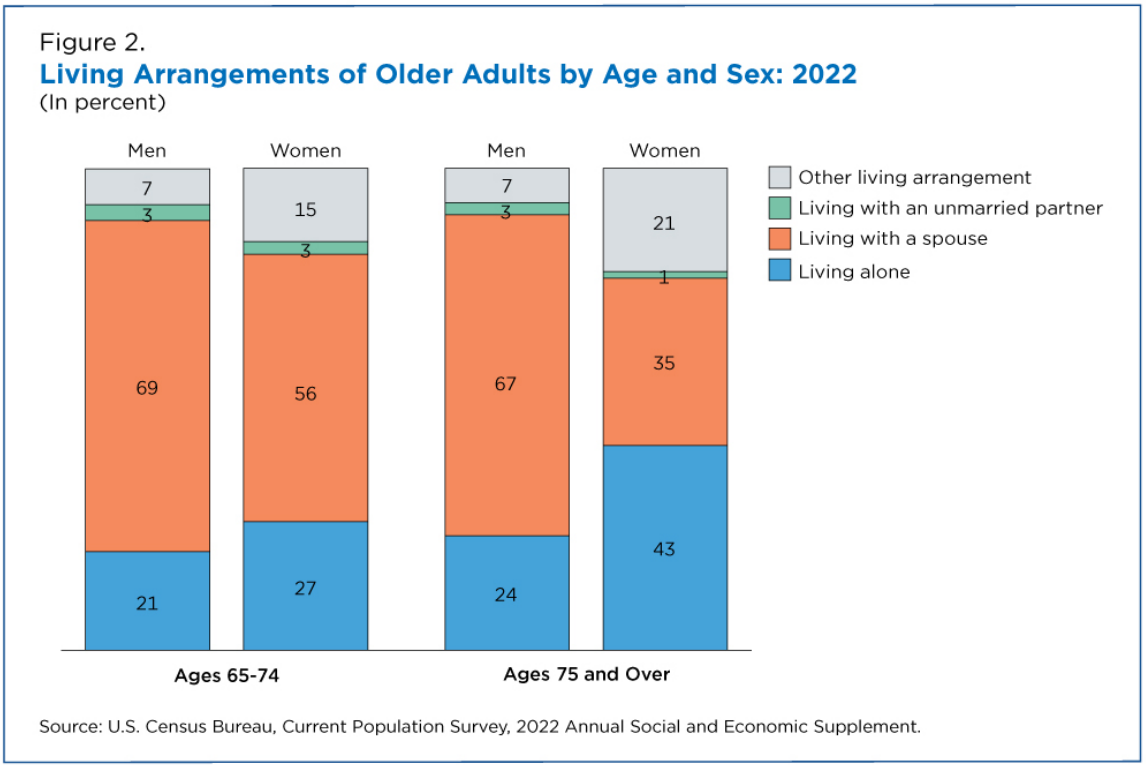
Median per-Participant Administrative Expenses, excluding PBGC Premiums and before Inflation Adjustment		
Lower Headcount	**Upper Headcount**	**Per Participant Ceiling**
0	100	$1,811
100	200	983
200	300	879
300	400	854
400	500	690
500	1,000	556

Marital Status

- Unchanged assumption: 80% of male and 65% of female participants are assumed to be married. Note that this assumption is used to reflect the plan's pre-retirement death benefit.

- Reason unchanged assumption is still reasonable: The Plan does not track marital status in the census data, and while a Joint & Survivor form of payment election certainly indicates who is married at retirement, it does not account for married participants who chose a single life annuity. Therefore, in absence of plan specific data, it is appropriate to look at the likelihood of being married by age for the United States as a whole. The United States census provided the following chart on living arrangements for adults age 65 and older (https://www.census.gov/library/stories/2024/05/living-arrangements.html). Note that the category "Living with a spouse" may underestimate the percent married, since not all married couples necessarily live together.

Exhibit I
SFA Checklist #27b - Section D, Item (6)(b)
Description of Assumption Changes



The graph above indicates that 69% of males ages 65-74 and 56% of females ages 65-74 are married (using "living with a spouse" as a proxy for marriage). However, the Plan uses percent married to determine what percentage of terminated vested participants under age 62 are eligible for a death benefit. The percentage chance that an individual lives from age 62 to 70 (median of age-band above) and is widowed is 8% for males and 15% for females, using the Plan's mortality assumption and spouse age difference. That increases the percent married to 75% for males and 66% for females, compared to the unchanged Plan assumption of 80% and 65%.

UFCW Local 1262 Retail (Non-Food) Industry Pension Plan
EIN/Plan No.: 22-6181292/002

Actuarial Certification of Treatment of PBGC Death Audit Results

On September 11, 2026, the PBGC performed an independent death audit on the full census data planned to be used in the SFA application for the UFCW Local 1262 Retail (Non-Food) Industry Pension Plan ("Plan"). We hereby certify that the results of this independent death audit as summarized in the table below for the revised SFA application. As required, we removed all deaths before the census date and valued a known or assumed surviving spouse where applicable. We also removed deaths between the census date and the SFA measurement date for "missing TVs", but only valued known surviving spouses.

Category	Death Match, Participant Removed, Known Beneficiary Included	Death Match, Participant Removed, Beneficiary Included Using Percent Married Assumption	Death Match, Participant Removed, No Beneficiary Included	Total
Active	N/A	N/A	N/A	N/A
Deferred Vested	1*	0	0	1
In-Pay	0	0	2	2
Total	1	0	0	3

** surviving spouse was already reported in the census data sent to PBGC, so did not add in again*

This certification is based on the participant data provided by the Plan, the results of the Plan's death audit, and the results of the independent death audit prepared by PBGC. We performed an informal examination of the obvious characteristics of the data provided for reasonableness and consistency in accordance with Actuarial Standard of Practice No. 23, *Data Quality*.

This certification was prepared in accordance with generally recognized and accepted actuarial principles and practices and our understanding of the Code of Professional Conduct and applicable Actuarial Standards of Practice set out by the Actuarial Standards Board as well as applicable laws and regulations. Furthermore, as credentialed actuaries, we meet the Qualification Standards of the American Academy of Actuaries to render the opinion contained in this certification. This certification does not address any contractual or legal issues. We are not attorneys, and our firm does not provide any legal services or advice.

This certification was prepared exclusively for the UFCW Local 1262 Non-Food Industry Pension Plan and their application for Special Financial Assistance. Other users of this certification are not intended users as defined in the Actuarial Standards of Practice, and Cheiron assumes no duty or liability to such other users.

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October 6, 2026

TEMPLATE 4A

v20221102p

SFA Determination - under the "basic method" for all plans, and under the "increasing assets method" for MPRA plans

File name: *Template 4A Plan Name* , where "Plan Name" is an abbreviated version of the plan name.

If submitting additional information due to a merger under § 4262.4(f)(1)(ii): *Template 4A Plan Name Merged* , where "Plan Name Merged" is an abbreviated version of the plan name for the separate plan involved in the merger.

If submitting additional information due to certain events with limitations under § 4262.4(f)(1)(i): *Template 4A Plan Name Add* , where "Plan Name" is an abbreviated version of the plan name.

If submitting a supplemented application under § 4262.4(g)(6): *Template 4A Supp Plan Name* , where "Plan Name" is an abbreviated version of the plan name.

Instructions for Section C, Item (4) of the Instructions for Filing Requirements for Multiemployer Plans Applying for Special Financial Assistance:

IFR filers submitting a supplemented application should see Addendum C for more information.

MPRA plans using the "increasing assets method" should see Addendum D for more information.

For all plans, provide information used to determine the amount of SFA under the "basic method" described in § 4262.4(a)(1).

For MPRA plans, also provide information used to determine the amount of SFA under the "increasing assets method" described in § 4262.4(a)(2)(i).

The information to be provided is:

NOTE: All items below are provided on Sheet '4A-4 SFA Details .4(a)(1)' unless otherwise indicated.

a. The amount of SFA calculated using the "basic method", determined as a lump sum as of the SFA measurement date.

b. Non-SFA interest rate required under § 4262.4(e)(1) of PBGC's SFA regulation, including supporting details on how it was determined.
[Sheet: 4A-1 Interest Rates]

c. SFA interest rate required under § 4262.4(e)(2) of PBGC's SFA regulation, including supporting details on how it was determined.
[Sheet: 4A-1 Interest Rates]

d. Fair market value of assets as of the SFA measurement date. This amount should include any assets at the SFA measurement date attributable to financial assistance received by the plan under section 4261 of ERISA, but should not reflect a payable for amounts owed to PBGC for all amounts of such financial assistance received by the plan.

e. For each plan year in the period beginning on the SFA measurement date and ending on the last day of the last plan year ending in 2051 (the "SFA coverage period"):

   i. Separately identify the projected amount of contributions, projected withdrawal liability payments reflecting a reasonable allowance for amounts considered uncollectible, and other payments expected to be made to the plan (excluding the amount of financial assistance under section 4261 of ERISA and SFA to be received by the plan).

   ii. Identify the benefit payments described in § 4262.4(b)(1) (including any benefits that were restored under 26 CFR 1.432(e)(9)-(1)(e)(3) and excluding the payments in e.iii. below), separately for current retirees and beneficiaries, current terminated vested participants not yet in pay status, current active participants, and new entrants.
   [Sheet: 4A-2 SFA Ben Pmts]

   Identify total benefit payments paid and expected to be paid from projected SFA assets separately from total benefit payments paid and expected to be paid from non-SFA assets after the projected SFA assets are fully exhausted.

   iii. Separately identify the make-up payments described in § 4262.4(b)(1) attributable to the reinstatement of benefits under § 4262.15 that were previously suspended through the SFA measurement date.
   [Also see applicable examples in Section C, Item (4)e.iii. of the SFA instructions.]

   iv. Separately identify administrative expenses paid and expected to be paid (excluding the amount owed PBGC under section 4261 of ERISA) for premiums to PBGC and for all other administrative expenses.
   [Sheet: 4A-3 SFA Pcount and Admin Exp]

   Identify total administrative expenses paid and expected to be paid from projected SFA assets separately from total administrative expenses paid and expected to be paid from non-SFA assets after the projected SFA assets are fully exhausted.

   v. Provide the projected total participant count at the beginning of each year.
   [Sheet: 4A-3 SFA Pcount and Admin Exp]

   vi. Provide the projected investment income earned by assets not attributable to SFA based on the non-SFA interest rate in b. above and the projected fair market value of non-SFA assets at the end of each plan year.

   vii. Provide the projected investment income earned by assets attributable to SFA based on the SFA interest rate in c. above (excluding investment returns for the plan year in which the sum of annual projected benefit payments and administrative expenses for the year exceeds the beginning-of-year projected SFA assets) and the projected fair market value of SFA assets at the end of each plan year.

f. The projected SFA exhaustion year. This is the first day of the plan year in which the sum of annual projected benefit payments and administrative expenses for the year exceeds the beginning-of-year projected SFA assets. Note this date is only required for the calculation method under which the requested amount of SFA is determined.

Additional instructions for each individual worksheet:

Sheet

4A-1 SFA Determination - non-SFA Interest Rate and SFA Interest Rate

See instructions on 4A-1 Interest Rates.

4A-2 SFA Determination - Benefit Payments for the "basic method" for all plans, and for the "increasing assets method" for MRPA plans

This sheet is not required for an IFR filer submitting a supplemented application under § 4262.4(g)(6) if the total projected benefit payments are the same as those used in the application approved under the interim final rule.

On this sheet, you will provide:
--Basic plan information (plan name, EIN/PN, SFA measurement date), and
--Year-by-year deterministic projection of benefit payments.

For each plan year in the period beginning on the SFA measurement date and ending on the last day of the last plan year ending in 2051 (the "SFA coverage period"), identify benefit payments described in § 4262.4(b)(1) for current retirees and beneficiaries, current terminated vested participants not yet in pay status, currently active participants, and new entrants. Projected benefit payments should be entered based on current participant status as of the SFA census date. On this Sheet 4A-2, show all benefit payments as positive amounts.

If the plan has suspended benefit payments under sections 305(e)(9) or 4245(a) of ERISA, the benefit payments in this Sheet 4A-2 projection should reflect prospective reinstatement of benefits assuming such reinstatements commence as of the SFA measurement date. If the plan restored or partially restored benefits under 26 CFR 1.432(e)(9)-1(e)(3) before the SFA measurement date, the benefit payments in this Sheet 4A-2 should reflect fully restored prospective benefits.

Make-up payments to be paid to restore previously suspended benefits should not be included in this Sheet 4A-2, and are separately shown in Sheet 4A-4.

Except for the first row in the projection exhibit, each row must include the full plan year of the indicated information up to the plan year ending in 2051. The first row in the projection period is for the period beginning on the SFA measurement date and ending on the last day of the plan year containing the SFA measurement date, so the first row may contain less than a full plan year of information. For all other periods, provide the full plan year of information up to the plan year ending in 2051.

4A-3 SFA Determination - Participant Count and Administrative Expenses for the "basic method" for all plans, and for the "increasing assets method" for MPRA plans

This sheet is not required for an IFR filer submitting a supplemented application under § 4262.4(g)(6).

On this sheet, you will provide:
--Basic plan information (plan name, EIN/PN, SFA measurement date), and
--Year-by-year deterministic projection of participant count and administrative expenses.

For each plan year in the period beginning on the SFA measurement date and ending on the last day of the last plan year ending in 2051 (the "SFA coverage period"), identify the projected total participant count at the beginning of each year, as well as administrative expenses, separately for premiums to PBGC and for all other administrative expenses. On this Sheet 4A-3, show all administrative expenses as positive amounts. Total expenses should match the amounts shown on 4A-4 and 4A-5.

Any amounts owed to PBGC for financial assistance under section 4261 of ERISA should not be included in this Sheet 4A-3.

Except for the first row in the projection exhibit, each row must include the full plan year of the indicated information up to the plan year ending in 2051. The first row in the projection period is for the period beginning on the SFA measurement date and ending on the last day of the plan year containing the SFA measurement date, so the first row may contain less than a full plan year of information. For all other periods, provide the full plan year of information up to the plan year ending in 2051.

4A-4 SFA Determination - Details for the "basic method" under § 4262.4(a)(1) for all plans

On this sheet, you will provide:
--Basic plan information (plan name, EIN/PN, SFA measurement date, non-SFA interest rate, SFA interest rate),
--MPRA plan status and, if applicable, certain MPRA information,
--Fair Market Value of Assets as of the SFA measurement date,
--SFA Amount as of the SFA measurement date calculated under the "basic method",
--Projected SFA exhaustion year (only if the requested amount of SFA is determined under the "basic method"), and
--Year-by-year deterministic projection.

For each plan year in the period beginning on the SFA measurement date and ending on the last day of the last plan year ending in 2051 (the "SFA coverage period"), provide each of the items requested in Columns (1) through (12). Show payments INTO the plan as positive amounts and payments OUT of the plan as negative amounts.

If the plan has suspended benefit payments under sections 305(e)(9) or 4245(a) of ERISA, Column (5) should show the make-up payments to be paid to restore the previously suspended benefits. These amounts should be determined as if such make-up payments are paid beginning as of the SFA measurement date. If the plan sponsor elects to pay these amounts as a lump sum, then the lump sum amount is assumed paid as of the SFA measurement date. If the plan sponsor elects to pay equal installments over 60 months, the first monthly payment is assumed paid on the first regular payment date on or after the SFA measurement date. See the examples in the SFA Instructions. If the make-up payments are paid over 60 months, each row in the projection should reflect the monthly payments for that period. The prospective reinstatement of suspended benefits is included in Column (4); Column (5) is only for make-up payments for past benefits that were suspended.

Except for the first row in the projection exhibit, each row must include the full plan year of the indicated information up to the plan year ending in 2051. The first row in the projection period is for the period beginning on the SFA measurement date and ending on the last day of the plan year containing the SFA measurement date, so the first row may contain less than a full plan year of information. For all other periods, provide the full plan year of information up to the plan year ending in 2051.

4A-5 SFA Determination - Details for the "increasing assets method" under § 4262.4(a)(2)(i) for MPRA plans

This sheet is to only be used by MPRA plans. For such plans, this sheet should be completed in addition to Sheet 4A-4.

On this sheet, you will provide:
--Basic plan information (plan name, EIN/PN, SFA measurement date, non-SFA interest rate, SFA interest rate),
--MPRA plan status, and if applicable, certain MPRA information,
--Fair Market Value of Assets as of the SFA measurement date,
--SFA Amount as of the SFA measurement date calculated under the "increasing assets method",
--Projected SFA exhaustion year (only if the requested amount of SFA is determined under the "increasing assets method"), and
--Year-by-year deterministic projection.

This sheet is identical to Sheet 4A-4, and the information in Columns (1) through (6) should be the same as that used in the "basic method" calculation in Sheet 4A-4. The SFA Amount as of the SFA Measurement Date will differ from that calculated in Sheet 4A-4, as it will be calculated in accordance with § 4262.4(a)(2)(i) as the lowest whole dollar amount (not less than $0) for which, as of the last day of each plan year during the SFA coverage period, projected SFA assets and projected non-SFA assets are both greater than or equal to zero, and, as of the last day of the SFA coverage period, the sum of projected SFA assets and projected non-SFA assets is greater than the amount of such sum as of the last day of the immediately preceding plan year.

Version Updates (newest version at top)

Version	Date updated	
v20221102p	11/02/2022	Added clarifying instructions for 4A-2 and 4A-3
v20220802p	08/02/2022	Cosmetic changes to increase the size of some rows
v20220701p	07/01/2022	

TEMPLATE 4A - Sheet 4A-1 v20221102p

SFA Determination - non-SFA Interest Rate and SFA Interest Rate

Provide the non-SFA interest rate and SFA interest rate used, including supporting details on how they were determined.

PLAN INFORMATION

Abbreviated Plan Name:	U1262NFP
EIN:	226181292
PN:	002
Initial Application Date:	08/29/2025
SFA Measurement Date:	05/31/2025
Last day of first plan year ending after the measurement date:	12/31/2025

For a plan other than a plan described in § 4262.4(g) (i.e., for a plan that has not filed an initial application under PBGC's interim final rule), the last day of the third calendar month immediately preceding the plan's initial application date.
For a plan described in § 4262.4(g) (i.e., for a plan that filed an initial application prior to publication of the final rule), the last day of the calendar quarter immediately preceding the plan's initial application date.

Non-SFA Interest Rate Used:	7.00%	Rate used in projection of non-SFA assets.
SFA Interest Rate Used:	5.95%	Rate used in projection of SFA assets.

Development of non-SFA interest rate and SFA interest rate:

Plan Interest Rate:	7.00%	Interest rate used for the funding standard account projections in the plan's most recently completed certification of plan status before 1/1/2021.

	Month Year	Corresponding ERISA Section 303(h)(2)(C)(i), (ii), and (iii) rates disregarding modifications made under clause (iv) of such section. (i)	(ii)	(iii)
Month in which plan's initial application is filed, and corresponding segment rates (leave (i), (ii), and (iii) blank if the IRS Notice for this month has not yet been issued):	August 2025	4.86%	5.36%	5.67%
1 month preceding month in which plan's initial application is filed, and corresponding segment rates:	July 2025	4.90%	5.36%	5.62%
2 months preceding month in which plan's initial application is filed, and corresponding segment rates:	June 2025	4.94%	5.35%	5.58%
3 months preceding month in which plan's initial application is filed, and corresponding segment rates:	May 2025	4.95%	5.33%	5.55%

24-month average segment rates without regard to interest rate stabilization rules. These rates are issued by IRS each month. For example, the applicable segment rates for August 2021 are 1.13%, 2.70%, and 3.38%. Those rates were issued in IRS Notice 21-50 on August 16, 2021 (see page 2 of notice under the heading "24-Month Average Segment Rates Without 25-Year Average Adjustment").

They are also available on IRS' Funding Yield Curve Segment Rate Tables web page (See Funding Table 3 under the heading "24-Month Average Segment Rates Not Adjusted").

Non-SFA Interest Rate Limit *(lowest 3rd segment rate plus 200 basis points)* :	7.55%	This amount is calculated based on the other information entered above.
Non-SFA Interest Rate Calculation *(lesser of Plan Interest Rate and Non-SFA Interest Rate Limit)*:	7.00%	This amount is calculated based on the other information entered above.
Non-SFA Interest Rate Match Check:	Match	If the non-SFA Interest Rate Calculation is not equal to the non-SFA Interest Rate Used, provide explanation below.

SFA Interest Rate Limit (*lowest average of the 3 segment rates plus 67 basis points*):	5.95%	This amount is calculated based on the other information entered.
SFA Interest Rate Calculation (*lesser of Plan Interest Rate and SFA Interest Rate Limit*):	5.95%	This amount is calculated based on the other information entered above.
SFA Interest Rate Match Check:	Match	If the SFA Interest Rate Calculation is not equal to the SFA Interest Rate Used, provide explanation below.

TEMPLATE 4A - Sheet 4A-2

v20221102p

SFA Determination - Benefit Payments for the "basic method" for all plans, and for the "increasing assets method" for MRPA plans

See Template 4A Instructions for Additional Instructions for Sheet 4A-2.

PLAN INFORMATION

Abbreviated Plan Name:	U1262NFP
EIN:	226181292
PN:	002
SFA Measurement Date:	05/31/2025

On this Sheet, show all benefit payment amounts as positive amounts.

		PROJECTED BENEFIT PAYMENTS for:				
SFA Measurement Date / Plan Year Start Date	Plan Year End Date	Current Retirees and Beneficiaries in Pay Status	Current Terminated Vested Participants	Current Active Participants	New Entrants	Total
05/31/2025	12/31/2025	$476,257	$79,093	$0	$0	$555,350
01/01/2026	12/31/2026	$775,207	$146,634	$0	$0	$921,841
01/01/2027	12/31/2027	$734,055	$181,362	$0	$0	$915,417
01/01/2028	12/31/2028	$693,427	$200,552	$0	$0	$893,979
01/01/2029	12/31/2029	$653,603	$218,689	$0	$0	$872,292
01/01/2030	12/31/2030	$614,744	$241,443	$0	$0	$856,187
01/01/2031	12/31/2031	$576,939	$279,443	$0	$0	$856,382
01/01/2032	12/31/2032	$540,229	$288,565	$0	$0	$828,794
01/01/2033	12/31/2033	$504,632	$295,433	$0	$0	$800,065
01/01/2034	12/31/2034	$470,159	$311,150	$0	$0	$781,309
01/01/2035	12/31/2035	$436,825	$311,033	$0	$0	$747,858
01/01/2036	12/31/2036	$404,640	$307,847	$0	$0	$712,487
01/01/2037	12/31/2037	$373,618	$305,148	$0	$0	$678,766
01/01/2038	12/31/2038	$343,772	$300,701	$0	$0	$644,473
01/01/2039	12/31/2039	$315,110	$294,943	$0	$0	$610,053
01/01/2040	12/31/2040	$287,639	$288,063	$0	$0	$575,702
01/01/2041	12/31/2041	$261,369	$280,745	$0	$0	$542,114
01/01/2042	12/31/2042	$236,317	$272,970	$0	$0	$509,287
01/01/2043	12/31/2043	$212,510	$264,719	$0	$0	$477,229
01/01/2044	12/31/2044	$189,976	$255,977	$0	$0	$445,953
01/01/2045	12/31/2045	$168,750	$246,735	$0	$0	$415,485
01/01/2046	12/31/2046	$148,866	$236,991	$0	$0	$385,857
01/01/2047	12/31/2047	$130,357	$226,761	$0	$0	$357,118
01/01/2048	12/31/2048	$113,251	$216,074	$0	$0	$329,325
01/01/2049	12/31/2049	$97,569	$204,973	$0	$0	$302,542
01/01/2050	12/31/2050	$83,319	$193,509	$0	$0	$276,828
01/01/2051	12/31/2051	$70,492	$181,738	$0	$0	$252,230

TEMPLATE 4A - Sheet 4A-3

v20221102p

SFA Determination - Participant Count and Administrative Expenses for the "basic method" for all plans, and for the "increasing assets method" for MPRA plans

See Template 4A Instructions for Additional Instructions for Sheet 4A-3.

PLAN INFORMATION

Abbreviated Plan Name:	U1262NFP
EIN:	226181292
PN:	002
SFA Measurement Date:	05/31/2025

On this Sheet, show all administrative expense amounts as positive amounts.

			PROJECTED ADMINISTRATIVE EXPENSES for:		
SFA Measurement Date / Plan Year Start Date	Plan Year End Date	Total Participant Count at Beginning of Plan Year	PBGC Premiums	Other	Total
05/31/2025	12/31/2025	N/A	$0	$51,299	$51,299
01/01/2026	12/31/2026	613	$0	$164,232	$164,232
01/01/2027	12/31/2027	593	$24,313	$159,440	$183,753
01/01/2028	12/31/2028	573	$24,080	$142,926	$167,006
01/01/2029	12/31/2029	553	$23,821	$146,499	$170,320
01/01/2030	12/31/2030	533	$23,533	$150,161	$173,694
01/01/2031	12/31/2031	513	$26,676	$153,915	$180,591
01/01/2032	12/31/2032	493	$26,277	$157,763	$184,040
01/01/2033	12/31/2033	473	$25,841	$161,707	$187,548
01/01/2034	12/31/2034	454	$25,423	$165,750	$191,173
01/01/2035	12/31/2035	434	$24,911	$169,894	$194,805
01/01/2036	12/31/2036	415	$24,416	$174,141	$198,557
01/01/2037	12/31/2037	396	$23,880	$178,495	$202,375
01/01/2038	12/31/2038	377	$23,303	$182,957	$206,260
01/01/2039	12/31/2039	359	$22,745	$187,531	$210,276
01/01/2040	12/31/2040	341	$22,145	$192,219	$214,364
01/01/2041	12/31/2041	323	$21,500	$197,024	$218,524
01/01/2042	12/31/2042	306	$20,878	$201,950	$222,828
01/01/2043	12/31/2043	289	$20,211	$206,999	$227,210
01/01/2044	12/31/2044	272	$19,498	$212,174	$231,672
01/01/2045	12/31/2045	256	$18,810	$217,478	$236,288
01/01/2046	12/31/2046	240	$18,075	$222,915	$240,990
01/01/2047	12/31/2047	225	$17,369	$228,488	$245,857
01/01/2048	12/31/2048	210	$16,616	$234,200	$250,816
01/01/2049	12/31/2049	196	$15,896	$240,055	$255,951
01/01/2050	12/31/2050	182	$15,130	$246,056	$261,186
01/01/2051	12/31/2051	169	$14,400	$252,207	$266,607

TEMPLATE 4A - Sheet 4A-4

v20221102p

SFA Determination - Details for the "basic method" under § 4262.4(a)(1) for all plans

See Template 4A Instructions for Additional Instructions for Sheet 4A-4.

PLAN INFORMATION

Abbreviated Plan Name:	U1262NFP	
EIN:	226181292	
PN:	002	
MPRA Plan?	No	Meets the definition of a MPRA plan described in § 4262.4(a)(3)?
If a MPRA Plan, which method yields the greatest amount of SFA?	N/A	MPRA increasing assets method described in § 4262.4(a)(2)(i). MPRA present value method described in § 4262.4(a)(2)(ii).
SFA Measurement Date:	05/31/2025	
Fair Market Value of Assets as of the SFA Measurement Date:	$271,268	
SFA Amount as of the SFA Measurement Date under the method calculated in this Sheet:	$13,041,255	Per § 4262.4(a)(1), the lowest whole dollar amount (not less than $0) for which, as of the last day of each plan year during the SFA coverage period, projected SFA assets and projected non-SFA assets are both greater than or equal to zero.
Projected SFA exhaustion year:	2049	Only required on this sheet if the requested amount of SFA is based on the "basic method". Plan Year Start Date of the plan year in which the sum of annual projected benefit payments and administrative expenses for the year exceeds the beginning-of-year projected SFA assets.
Non-SFA Interest Rate:	7.00%	
SFA Interest Rate:	5.95%	

On this Sheet, show payments INTO the plan as positive amounts, and payments OUT of the plan as negative amounts.

SFA Measurement Date / Plan Year Start Date	Plan Year End Date	(1) Contributions	(2) Withdrawal Liability Payments	(3) Other Payments to Plan (excluding financial assistance and SFA)	(4) Benefit Payments (should match total from Sheet 4A-2)	(5) Make-up Payments Attributable to Reinstatement of Benefits Suspended through the SFA Measurement Date	(6) Administrative Expenses (excluding amount owed PBGC under 4261 of ERISA; should match total from Sheet 4A-3)	(7) Benefit Payments (from (4) and (5)) and Administrative Expenses (from (6)) Paid from SFA Assets	(8) SFA Investment Income Based on SFA Interest Rate	(9) Projected SFA Assets at End of Plan Year (prior year assets + (7) + (8))	(10) Benefit Payments (from (4) and (5)) and Administrative Expenses (from (6)) Paid from Non-SFA Assets	(11) Non-SFA Investment Income Based on Non-SFA Interest Rate	(12) Projected Non-SFA Assets at End of Plan Year (prior year assets + (1) + (2) + (3) + (10) + (11))
05/31/2025	12/31/2025	$0	$0	$0	-$555,350	-$1,047,175	-$51,299	-$1,653,824	$400,961	$11,788,392	$0	$10,920	$282,188
01/01/2026	12/31/2026	$0	$0		-$921,841	$0	-$164,232	-$1,086,073	$669,565	$11,371,885	$0	$19,753	$301,942
01/01/2027	12/31/2027	$0	$0		-$915,417	$0	-$183,753	-$1,099,170	$644,399	$10,917,114	$0	$21,136	$323,077
01/01/2028	12/31/2028	$0	$0		-$893,979	$0	-$167,006	-$1,060,985	$618,460	$10,474,589	$0	$22,615	$345,693
01/01/2029	12/31/2029	$0	$0		-$872,292	$0	-$170,320	-$1,042,612	$592,668	$10,024,645	$0	$24,199	$369,891
01/01/2030	12/31/2030	$0	$0		-$856,187	$0	-$173,694	-$1,029,881	$566,270	$9,561,035	$0	$25,892	$395,784
01/01/2031	12/31/2031	$0	$0		-$856,382	$0	-$180,591	-$1,036,973	$538,477	$9,062,539	$0	$27,705	$423,489
01/01/2032	12/31/2032	$0	$0		-$828,794	$0	-$184,040	-$1,012,834	$509,525	$8,559,230	$0	$29,644	$453,133
01/01/2033	12/31/2033	$0	$0		-$800,065	$0	-$187,548	-$987,613	$480,317	$8,051,934	$0	$31,719	$484,852
01/01/2034	12/31/2034	$0	$0		-$781,309	$0	-$191,173	-$972,482	$450,577	$7,530,028	$0	$33,940	$518,792
01/01/2035	12/31/2035	$0	$0		-$747,858	$0	-$194,805	-$942,663	$420,398	$7,007,763	$0	$36,315	$555,107
01/01/2036	12/31/2036	$0	$0		-$712,487	$0	-$198,557	-$911,044	$390,250	$6,486,969	$0	$38,858	$593,965
01/01/2037	12/31/2037	$0	$0		-$678,766	$0	-$202,375	-$881,141	$360,139	$5,965,968	$0	$41,578	$635,542
01/01/2038	12/31/2038	$0	$0		-$644,473	$0	-$206,260	-$850,733	$330,031	$5,445,266	$0	$44,488	$680,030
01/01/2039	12/31/2039	$0	$0		-$610,053	$0	-$210,276	-$820,329	$299,941	$4,924,878	$0	$47,602	$727,632
01/01/2040	12/31/2040	$0	$0		-$575,702	$0	-$214,364	-$790,066	$269,865	$4,404,677	$0	$50,934	$778,567
01/01/2041	12/31/2041	$0	$0		-$542,114	$0	-$218,524	-$760,638	$239,776	$3,883,816	$0	$54,500	$833,066
01/01/2042	12/31/2042	$0	$0		-$509,287	$0	-$222,828	-$732,115	$209,621	$3,361,322	$0	$58,315	$891,381
01/01/2043	12/31/2043	$0	$0		-$477,229	$0	-$227,210	-$704,439	$179,344	$2,836,227	$0	$62,397	$953,778
01/01/2044	12/31/2044	$0	$0		-$445,953	$0	-$231,672	-$677,625	$148,887	$2,307,490	$0	$66,764	$1,020,542
01/01/2045	12/31/2045	$0	$0		-$415,485	$0	-$236,288	-$651,773	$118,186	$1,773,902	$0	$71,438	$1,091,980
01/01/2046	12/31/2046	$0	$0		-$385,857	$0	-$240,990	-$626,847	$87,168	$1,234,223	$0	$76,439	$1,168,419
01/01/2047	12/31/2047	$0	$0		-$357,118	$0	-$245,857	-$602,975	$55,757	$687,005	$0	$81,789	$1,250,208
01/01/2048	12/31/2048	$0	$0		-$329,325	$0	-$250,816	-$580,141	$23,867	$130,731	$0	$87,515	$1,337,722
01/01/2049	12/31/2049	$0	$0		-$302,542	$0	-$255,951	-$130,731	$0	$0	-$427,762	$78,922	$988,883
01/01/2050	12/31/2050	$0	$0		-$276,828	$0	-$261,186	$0	$0	$0	-$538,014	$50,710	$501,579
01/01/2051	12/31/2051	$0	$0		-$252,230	$0	-$266,607	$0	$0	$0	-$518,837	$17,258	$0

TEMPLATE 4A - Sheet 4A-5

v20221102p

SFA Determination - Details for the "increasing assets method" under § 4262.4(a)(2)(i) for MPRA plans

See Template 4A Instructions for Additional Instructions for Sheet 4A-5.

PLAN INFORMATION

Abbreviated Plan Name:		
EIN:		
PN:		
MPRA Plan?		Meets the definition of a MPRA plan described in § 4262.4(a)(3)?
If a MPRA Plan, which method yields the greatest amount of SFA?		MPRA increasing assets method described in § 4262.4(a)(2)(i). MPRA present value method described in § 4262.4(a)(2)(ii).
SFA Measurement Date:		
Fair Market Value of Assets as of the SFA Measurement Date:		
SFA Amount as of the SFA Measurement Date under the method calculated in this Sheet:		Per § 4262.4(a)(2)(i), the lowest whole dollar amount (not less than $0) for which, as of the last day of each plan year during the SFA coverage period, projected SFA assets and projected non-SFA assets are both greater than or equal to zero, and, as of the last day of the SFA coverage period, the sum of projected SFA assets and projected non-SFA assets is greater than the amount of such sum as of the last day of the immediately preceding plan year.
Projected SFA exhaustion year:		Only required on this sheet if the requested amount of SFA is based on the "increasing assets method". Plan Year Start Date of the plan year in which the sum of annual projected benefit payments and administrative expenses for the year exceeds the beginning-of-year projected SFA assets.
Non-SFA Interest Rate:		
SFA Interest Rate:		

On this Sheet, show payments INTO the plan as positive amounts, and payments OUT of the plan as negative amounts.

SFA Measurement Date / Plan Year Start Date	Plan Year End Date	(1) Contributions	(2) Withdrawal Liability Payments	(3) Other Payments to Plan (excluding financial assistance and SFA)	(4) Benefit Payments (should match total from Sheet 4A-2)	(5) Make-up Payments Attributable to Reinstatement of Benefits Suspended through the SFA Measurement Date	(6) Administrative Expenses (excluding amount owed PBGC under 4261 of ERISA; should match total from Sheet 4A-3)	(7) Benefit Payments (from (4) and (5)) and Administrative Expenses (from (6)) Paid from SFA Assets	(8) SFA Investment Income Based on SFA Interest Rate	(9) Projected SFA Assets at End of Plan Year (prior year assets + (7) + (8))	(10) Benefit Payments (from (4) and (5)) and Administrative Expenses (from (6)) Paid from Non-SFA Assets	(11) Non-SFA Investment Income Based on Non-SFA Interest Rate	(12) Projected Non-SFA Assets at End of Plan Year (prior year assets + (1) + (2) + (3) + (10) + (11))

TEMPLATE 5A

v20220802p

Baseline - for non-MPRA plans using the "basic method", or for MPRA plans for which the requested amount of SFA is determined under the "increasing assets method"

File name: *Template 5A Plan Name* , where "Plan Name" is an abbreviated version of the plan name.

Instructions for Section C, Item (5) of the Instructions for Filing Requirements for Multiemployer Plans Applying for Special Financial Assistance:

This Template 5A is not required if all assumptions and methods used to determine the requested SFA amount are identical to those used in the most recent actuarial certification of plan status completed before 1/1/2021 ("pre-2021 certification of plan status"), except the non-SFA and SFA interest rates, and except any assumptions that were changed in accordance with Section III, Acceptable Assumption Changes in PBGC's SFA assumptions guidance (other than the acceptable assumption change for "missing" terminated vested participants described in Section III.E. of PBGC's SFA assumptions guidance).

Provide a separate deterministic projection ("Baseline") using the same calculation methodology used to determine the requested SFA amount, in the same format as Template 4A (Sheets 4A-2, 4A-3, and either 4A-4 or 4A-5) that shows the amount of SFA that would be determined if all underlying assumptions and methods used in the projection were the same as those used in the pre-2021 certification of plan status, except the plan's non-SFA interest rate and SFA interest rate, which should be the same as used in Template 4A (Sheet 4A-1).

For purposes of this Template 5A, any assumption change made in accordance with Section III, Acceptable Assumption Changes, in PBGC's SFA assumptions guidance should be reflected in this Baseline calculation of the SFA amount and supporting projection information, except that an assumption change for "missing" terminated vested participants described in Section III.E of PBGC's SFA assumptions guidance should not be reflected in the Baseline projections. See examples in the SFA instructions for Section C, Item (5).

Additional instructions for each individual worksheet:

Sheet

5A-1 Baseline - Benefit Payments for the "basic method", or for MPRA plans for which the requested amount of SFA is determined under the "increasing assets method"

See Template 4A instructions for Sheet 4A-2, except provide the benefit payment projection used to determine the Baseline SFA amount.

5A-2 Baseline - Participant Count and Administrative Expenses for the "basic method", or for MPRA plans for which the requested amount of SFA is determined under the "increasing assets method"

See Template 4A instructions for Sheet 4A-3, except provide the projected total participant count and administrative expense projection used to determine the Baseline SFA amount.

5A-3 Baseline - Details for the "basic method" under § 4262.4(a)(1) for non-MPRA plans, or for the "increasing assets method" under § 4262.4(a)(2)(i) for MPRA plans for which the requested amount of SFA is determined under that method

For non-MPRA plans, see Template 4A instructions for Sheet 4A-4, except provide the projection used to determine the Baseline SFA amount under the "basic method" described in § 4262.4(a)(1). Unlike Sheet 4A-4, it is not necessary to explicitly identify the projected SFA exhaustion year in Sheet 5A-3.

For MPRA plans for which the requested amount of SFA is determined under the "increasing assets method", see Template 4A instructions for Sheet 4A-5, except provide the projection used to determine the Baseline SFA amount under the "increasing assets method" described in § 4262.4(a)(2)(i). Unlike Sheet 4A-5, it is not necessary to identify the projected SFA exhaustion year in Sheet 5A-3.

Version Updates (newest version at top)

Version	Date updated	
v20220802p	08/02/2022	Cosmetic changes to increase the size of some rows
v20220701p	07/01/2022	

TEMPLATE 5A - Sheet 5A-1

v20220802p

Baseline - Benefit Payments for the "basic method", or for MPRA plans for which the requested amount of SFA is determined under the "increasing assets method"

See Template 4A instructions for Sheet 4A-2, except provide the benefit payment projection used to determine the Baseline SFA amount.

PLAN INFORMATION

Abbreviated Plan Name:	U1262NFP
EIN:	226181292
PN:	002
SFA Measurement Date:	05/31/2025

On this Sheet, show all benefit payment amounts as positive amounts.

		PROJECTED BENEFIT PAYMENTS for:				
SFA Measurement Date / Plan Year Start Date	Plan Year End Date	Current Retirees and Beneficiaries in Pay Status	Current Terminated Vested Participants	Current Active Participants	New Entrants	Total
05/31/2025	12/31/2025	$412,136	$99,659	$0	$0	$511,795
01/01/2026	12/31/2026	$676,520	$179,060	$0	$0	$855,580
01/01/2027	12/31/2027	$646,053	$188,919	$0	$0	$834,972
01/01/2028	12/31/2028	$615,418	$194,982	$0	$0	$810,400
01/01/2029	12/31/2029	$584,823	$195,602	$0	$0	$780,425
01/01/2030	12/31/2030	$554,411	$196,903	$0	$0	$751,314
01/01/2031	12/31/2031	$524,282	$204,366	$0	$0	$728,648
01/01/2032	12/31/2032	$494,516	$206,605	$0	$0	$701,121
01/01/2033	12/31/2033	$465,177	$207,132	$0	$0	$672,309
01/01/2034	12/31/2034	$436,327	$213,172	$0	$0	$649,499
01/01/2035	12/31/2035	$408,033	$212,968	$0	$0	$621,001
01/01/2036	12/31/2036	$380,358	$211,588	$0	$0	$591,946
01/01/2037	12/31/2037	$353,363	$210,701	$0	$0	$564,064
01/01/2038	12/31/2038	$327,104	$208,367	$0	$0	$535,471
01/01/2039	12/31/2039	$301,624	$204,957	$0	$0	$506,581
01/01/2040	12/31/2040	$276,962	$200,648	$0	$0	$477,610
01/01/2041	12/31/2041	$253,155	$196,036	$0	$0	$449,191
01/01/2042	12/31/2042	$230,242	$191,100	$0	$0	$421,342
01/01/2043	12/31/2043	$208,265	$185,822	$0	$0	$394,087
01/01/2044	12/31/2044	$187,272	$180,187	$0	$0	$367,459
01/01/2045	12/31/2045	$167,314	$174,182	$0	$0	$341,496
01/01/2046	12/31/2046	$148,447	$167,800	$0	$0	$316,247
01/01/2047	12/31/2047	$130,725	$161,039	$0	$0	$291,764
01/01/2048	12/31/2048	$114,198	$153,907	$0	$0	$268,105
01/01/2049	12/31/2049	$98,912	$146,425	$0	$0	$245,337
01/01/2050	12/31/2050	$84,903	$138,619	$0	$0	$223,522
01/01/2051	12/31/2051	$72,190	$130,527	$0	$0	$202,717

TEMPLATE 5A - Sheet 5A-2 v20220802p

Baseline - Participant Count and Administrative Expenses for the "basic method", or for MPRA plans for which the requested amount of SFA is determined under the "increasing assets method"

See Template 4A instructions for Sheet 4A-3, except provide the projected total participant count and administrative expense projection used to determine the Baseline SFA amount.

PLAN INFORMATION

Abbreviated Plan Name:	U1262NFP
EIN:	226181292
PN:	002
SFA Measurement Date:	05/31/2025

On this Sheet, show all administrative expense amounts as positive amounts.

			PROJECTED ADMINISTRATIVE EXPENSES for:		
SFA Measurement Date / Plan Year Start Date	Plan Year End Date	Total Participant Count at Beginning of Plan Year	PBGC Premiums	Other	Total
05/31/2025	12/31/2025	N/A	$0	$104,953	$104,953
01/01/2026	12/31/2026	613	$0	$179,919	$179,919
01/01/2027	12/31/2027	593	$23,720	$156,199	$179,919
01/01/2028	12/31/2028	573	$22,920	$156,999	$179,919
01/01/2029	12/31/2029	553	$22,120	$157,799	$179,919
01/01/2030	12/31/2030	533	$21,320	$158,599	$179,919
01/01/2031	12/31/2031	513	$26,676	$153,243	$179,919
01/01/2032	12/31/2032	492	$25,584	$154,335	$179,919
01/01/2033	12/31/2033	472	$24,544	$155,375	$179,919
01/01/2034	12/31/2034	452	$23,504	$156,415	$179,919
01/01/2035	12/31/2035	431	$22,412	$157,507	$179,919
01/01/2036	12/31/2036	411	$21,372	$158,547	$179,919
01/01/2037	12/31/2037	391	$20,332	$159,587	$179,919
01/01/2038	12/31/2038	371	$19,292	$160,627	$179,919
01/01/2039	12/31/2039	352	$18,304	$161,615	$179,919
01/01/2040	12/31/2040	332	$17,264	$162,655	$179,919
01/01/2041	12/31/2041	313	$16,276	$163,643	$179,919
01/01/2042	12/31/2042	295	$15,340	$164,579	$179,919
01/01/2043	12/31/2043	276	$14,352	$165,567	$179,919
01/01/2044	12/31/2044	258	$13,416	$166,503	$179,919
01/01/2045	12/31/2045	241	$12,532	$167,387	$179,919
01/01/2046	12/31/2046	224	$11,648	$168,271	$179,919
01/01/2047	12/31/2047	207	$10,764	$169,155	$179,919
01/01/2048	12/31/2048	192	$9,984	$169,935	$179,919
01/01/2049	12/31/2049	176	$9,152	$170,767	$179,919
01/01/2050	12/31/2050	162	$8,424	$171,495	$179,919
01/01/2051	12/31/2051	148	$7,696	$172,223	$179,919

TEMPLATE 5A - Sheet 5A-3

v20220802p

Baseline - Details for the "basic method" under § 4262.4(a)(1) for non-MPRA plans, or for the "increasing assets method" under § 4262.4(a)(2)(i) for MPRA plans for which the requested amount of SFA is determined under that method

See Template 4A instructions for Sheet 4A-4 or Sheet 4A-5, except provide the projection used to determine the Baseline SFA amount.

PLAN INFORMATION

Abbreviated Plan Name:	U1262NFP
EIN:	226181292
PN:	002
MPRA Plan?	No
If a MPRA Plan, which method yields the greatest amount of SFA?	N/A
SFA Measurement Date:	05/31/2025
Fair Market Value of Assets as of the SFA Measurement Date:	$271,268
SFA Amount as of the SFA Measurement Date under the method calculated in this Sheet:	$10,504,533
Non-SFA Interest Rate:	7.00%
SFA Interest Rate:	5.95%

On this Sheet, show payments INTO the plan as positive amounts, and payments OUT of the plan as negative amounts.

		(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
SFA Measurement Date / Plan Year Start Date	Plan Year End Date	Contributions	Withdrawal Liability Payments	Other Payments to Plan (excluding financial assistance and SFA)	Benefit Payments (should match total from Sheet 5A-1)	Make-up Payments Attributable to Reinstatement of Benefits Suspended through the SFA Measurement Date	Administrative Expenses (excluding amount owed PBGC under 4261 of ERISA; should match total from Sheet 5A-2)	Benefit Payments (from (4) and (5)) and Administrative Expenses (from (6)) Paid from SFA Assets	SFA Investment Income Based on SFA Interest Rate	Projected SFA Assets at End of Plan Year (prior year assets + (7) + (8))	Benefit Payments (from (4) and (5)) and Administrative Expenses (from (6)) Paid from Non-SFA Assets	Non-SFA Investment Income Based on Non-SFA Interest Rate	Projected Non-SFA Assets at End of Plan Year (prior year assets + (1) + (2) + (3) + (10) + (11))
05/31/2025	12/31/2025	$0	$0	$0	-$511,795	$0	-$104,953	-$616,748	$349,713	$10,237,498	$0	$10,920	$282,188
01/01/2026	12/31/2026	$0	$0		-$855,580	$0	-$179,919	-$1,035,499	$578,770	$9,780,770	$0	$19,753	$301,942
01/01/2027	12/31/2027	$0	$0		-$834,972	$0	-$179,919	-$1,014,891	$552,199	$9,318,078	$0	$21,136	$323,077
01/01/2028	12/31/2028	$0	$0		-$810,400	$0	-$179,919	-$990,319	$525,389	$8,853,148	$0	$22,615	$345,693
01/01/2029	12/31/2029	$0	$0		-$780,425	$0	-$179,919	-$960,344	$498,605	$8,391,409	$0	$24,199	$369,891
01/01/2030	12/31/2030	$0	$0		-$751,314	$0	-$179,919	-$931,233	$471,985	$7,932,161	$0	$25,892	$395,784
01/01/2031	12/31/2031	$0	$0		-$728,648	$0	-$179,919	-$908,567	$445,324	$7,468,918	$0	$27,705	$423,489
01/01/2032	12/31/2032	$0	$0		-$701,121	$0	-$179,919	-$881,040	$418,568	$7,006,446	$0	$29,644	$453,133
01/01/2033	12/31/2033	$0	$0		-$672,309	$0	-$179,919	-$852,228	$391,896	$6,546,114	$0	$31,719	$484,852
01/01/2034	12/31/2034	$0	$0		-$649,499	$0	-$179,919	-$829,418	$365,175	$6,081,871	$0	$33,940	$518,792
01/01/2035	12/31/2035	$0	$0		-$621,001	$0	-$179,919	-$800,920	$338,388	$5,619,340	$0	$36,315	$555,107
01/01/2036	12/31/2036	$0	$0		-$591,946	$0	-$179,919	-$771,865	$311,720	$5,159,194	$0	$38,858	$593,965
01/01/2037	12/31/2037	$0	$0		-$564,064	$0	-$179,919	-$743,983	$285,158	$4,700,370	$0	$41,578	$635,542
01/01/2038	12/31/2038	$0	$0		-$535,471	$0	-$179,919	-$715,390	$258,697	$4,243,676	$0	$44,488	$680,030
01/01/2039	12/31/2039	$0	$0		-$506,581	$0	-$179,919	-$686,500	$232,370	$3,789,547	$0	$47,602	$727,632
01/01/2040	12/31/2040	$0	$0		-$477,610	$0	-$179,919	-$657,529	$206,199	$3,338,217	$0	$50,934	$778,567
01/01/2041	12/31/2041	$0	$0		-$449,191	$0	-$179,919	-$629,110	$180,178	$2,889,285	$0	$54,500	$833,066
01/01/2042	12/31/2042	$0	$0		-$421,342	$0	-$179,919	-$601,261	$154,283	$2,442,307	$0	$58,315	$891,381
01/01/2043	12/31/2043	$0	$0		-$394,087	$0	-$179,919	-$574,006	$128,487	$1,996,789	$0	$62,397	$953,778
01/01/2044	12/31/2044	$0	$0		-$367,459	$0	-$179,919	-$547,378	$102,760	$1,552,170	$0	$66,764	$1,020,542
01/01/2045	12/31/2045	$0	$0		-$341,496	$0	-$179,919	-$521,415	$77,066	$1,107,822	$0	$71,438	$1,091,980
01/01/2046	12/31/2046	$0	$0		-$316,247	$0	-$179,919	-$496,166	$51,368	$663,023	$0	$76,439	$1,168,419
01/01/2047	12/31/2047	$0	$0		-$291,764	$0	-$179,919	-$471,683	$25,620	$216,960	$0	$81,789	$1,250,208
01/01/2048	12/31/2048	$0	$0		-$268,105	$0	-$179,919	-$216,960	$0	$0	-$231,064	$79,564	$1,098,708
01/01/2049	12/31/2049	$0	$0		-$245,337	$0	-$179,919	$0	$0	$0	-$425,256	$62,277	$735,730
01/01/2050	12/31/2050	$0	$0		-$223,522	$0	-$179,919	$0	$0	$0	-$403,441	$37,619	$369,908
01/01/2051	12/31/2051	$0	$0		-$202,717	$0	-$179,919	$0	$0	$0	-$382,636	$12,728	$0

TEMPLATE 6A

v20220802p

Reconciliation - for non-MPRA plans using the "basic method", or for MPRA plans for which the requested amount of SFA is determined under the "increasing assets method"

File name: *Template 6A Plan Name* , where "Plan Name" is an abbreviated version of the plan name.

Instructions for Section C, Item (6) of the Instructions for Filing Requirements for Multiemployer Plans Applying for Special Financial Assistance:

This Template 6A is not required if all assumptions and methods used to determine the requested SFA amount are identical to those used in the most recent actuarial certification of plan status completed before 1/1/2021 ("pre-2021 certification of plan status"), except the non-SFA and SFA interest rates, and except any assumptions changed in accordance with Section III, Acceptable Assumption Changes, in PBGC's SFA assumptions guidance (other than the acceptable assumption change for "missing" terminated vested participants described in Section III.E of PBGC's SFA assumptions guidance).

This Template 6A is also not required if the requested SFA amount from Template 4A is the same as the SFA amount shown in Template 5A (Baseline).

If the assumptions/methods used to determine the requested SFA amount differ from those in the "Baseline" projection in Template 5A, then provide a reconciliation of the change in the total amount of SFA due to each change in assumption/method from the Baseline to the requested SFA as shown in Template 4A.

For each assumption/method change from the Baseline through the requested SFA amount, provide a deterministic projection using the same calculation methodology used to determine the requested SFA amount, in the same format as Template 4A (either Sheet 4A-4 or Sheet 4A-5).

Additional instructions for each individual worksheet:

Sheet	
6A-1	**Reconciliation - Summary for the "basic method", or for MPRA plans for which the requested amount of SFA is determined under the "increasing assets method"**

For Item number 1, show the SFA amount determined in Template 5A using the "Baseline" assumptions and methods. If there is only one change in assumptions/methods between the Baseline (Template 5A) and the requested SFA amount (Template 4A), then show on Item number 2 the requested SFA amount, and briefly identify the change in assumptions from the Baseline.

If there is more than one change in assumptions/methods from the Baseline, show each individual change as a separate Item number. Each Item number should reflect all changes already measured in the prior Item number. For example, the difference between the SFA amount shown for Item number 4 and Item number 5 should be the incremental change due to changing the identified single assumption/method. The Item numbers should show assumption/method changes in the order that they were incrementally measured.

6A-2 Reconciliation - Details for the "basic method" under § 4262.4(a)(1) for non-MPRA plans, or for the "increasing assets method" under § 4262.4(a)(2)(i) for MPRA plans for which the requested amount of SFA is determined under that method

For non-MPRA plans, see Template 4A instructions for Sheet 4A-4, except provide the projection used to determine the intermediate Item number 2 SFA amount from Sheet 6A-1 under the "basic method" described in § 4262.4(a)(1). Unlike Sheet 4A-4, it is not necessary to explicitly identify the projected SFA exhaustion year in Sheet 6A-2.

For MPRA plans for which the requested amount of SFA is determined under the "increasing assets method", see Template 4A instructions for Sheet 4A-5, except provide the projection used to determine each intermediate SFA amount from Sheet 6A-1 under the "increasing assets method" described in § 4262.4(a)(2)(i). Unlike Sheet 4A-5, it is not necessary to explicitly identify the projected SFA exhaustion year in Sheet 6A-2.

A Reconciliation Details sheet is not needed for the last Item number shown in the Sheet 6A-1 Reconciliation, since the information should be the same as shown in Template 4A. For example, if there is only one assumption change from the Baseline, then Item number 2 should identify what assumption changed between the Baseline and Item number 2, where Item number 2 is the requested SFA amount. Since details on the determination of the requested SFA amount are shown in Template 4A, a separate Sheet 6A-2 Reconciliation Details is not required here.

6A-3 Reconciliation - Details for the "basic method" under § 4262.4(a)(1) for non-MPRA plans, or for the "increasing assets method" under § 4262.4(a)(2)(i) for MPRA plans for which the requested amount of SFA is determined under that method

See instructions for 6A-2 Reconciliation Details, except for the intermediate Item number 3 SFA amount from Sheet 6A-1.

6A-4 Reconciliation - Details for the "basic method" under § 4262.4(a)(1) for non-MPRA plans, or for the "increasing assets method" under § 4262.4(a)(2)(i) for MPRA plans for which the requested amount of SFA is determined under that method

See instructions for 6A-2 Reconciliation Details, except for the intermediate Item number 4 SFA amount from Sheet 6A-1.

6A-5 Reconciliation - Details for the "basic method" under § 4262.4(a)(1) for non-MPRA plans, or for the "increasing assets method" under § 4262.4(a)(2)(i) for MPRA plans for which the requested amount of SFA is determined under that method

See instructions for 6A-2 Reconciliation Details, except for the intermediate Item number 5 SFA amount from Sheet 6A-1.

Version Updates (newest version at top)

Version	Date updated	
v20220802p	08/02/2022	Cosmetic changes to increase the size of some rows
v20220701p	07/01/2022	

TEMPLATE 6A - Sheet 6A-1

v20220802p

Reconciliation - Summary for the "basic method", or for MPRA plans for which the requested amount of SFA is determined under the "increasing assets method"

See Template 6A Instructions for Additional Instructions for Sheet 6A-1.

PLAN INFORMATION

Abbreviated Plan Name:	UFCW Local 1262 Retail (Non-Food) Industry Pension Plan
EIN:	22-6181292
PN:	002
MPRA Plan?	No
If a MPRA Plan, which method yields the greatest amount of SFA?	N/A

Item number	Basis for Assumptions/Methods. For each Item, briefly describe the incremental change reflected in the SFA amount.	Change in SFA Amount (from prior Item number)	SFA Amount	
1	Baseline (4044 mortality)	N/A	$10,504,533	From Template 5A.
2	Retirement Age	($1,096,742)	$9,407,791	Show details supporting the SFA amount on Sheet 6A-2.
3	Mortality	($212,683)	$9,195,108	Show details supporting the SFA amount on Sheet 6A-3.
4	TV Death Benefit (% married & age diff)	$8,164	$9,203,272	Show details supporting the SFA amount on Sheet 6A-4.
5	TV Form of Payment	($17,686)	$9,185,586	Show details supporting the SFA amount on Sheet 6A-5.
6	Exclude TVs over age 80	($7,501)	$9,178,085	Show details supporting the SFA amount on Sheet 6A-6.
7	Restore Benefits	$2,688,820	$11,866,906	From Template 4A.
8	Administrative Expenses	$1,174,350	$13,041,255	

NOTE: A sheet with Recon Details is not required for the last Item number provided, since that information should be the same as provided in Template 4A.

Create additional rows as needed, and create additional detailed sheets by copying Sheet 6A-5 and re-labeling the header and the sheet name to be 6A-6, 6A-7, etc.

TEMPLATE 6A - Sheet 6A-2

Item Description (from 6A-1):	Retirement Age

v20220802p

Reconciliation - Details for the "basic method" under § 4262.4(a)(1) for non-MPRA plans, or for the "increasing assets method" under § 4262.4(a)(2)(i) for MPRA plans for which the requested amount of SFA is determined under that method

See Template 4A instructions for Sheet 4A-4 or Sheet 4A-5, except provide the projection used to determine the intermediate SFA amount.

PLAN INFORMATION

Abbreviated Plan Name:	UFCW Local 1262 Retail (Non-Food) Industry Pension Plan
EIN:	22-6181292
PN:	002
MPRA Plan?	No
If a MPRA Plan, which method yields the greatest amount of SFA?	N/A
SFA Measurement Date:	05/31/2025
Fair Market Value of Assets as of the SFA Measurement Date:	$271,268
SFA Amount as of the SFA Measurement Date under the method calculated in this Sheet:	$9,407,791
Non-SFA Interest Rate:	7.00%
SFA Interest Rate:	5.95%

On this Sheet, show payments INTO the plan as positive amounts, and payments OUT of the plan as negative amounts.

SFA Measurement Date / Plan Year Start Date	Plan Year End Date	(1) Contributions	(2) Withdrawal Liability Payments	(3) Other Payments to Plan (excluding financial assistance and SFA)	(4) Benefit Payments	(5) Make-up Payments Attributable to Reinstatement of Benefits Suspended through the SFA Measurement Date	(6) Administrative Expenses (excluding amount owed PBGC under 4261 of ERISA)	(7) Benefit Payments (from (4) and (5)) and Administrative Expenses (from (6)) Paid from SFA Assets	(8) SFA Investment Income Based on SFA Interest Rate	(9) Projected SFA Assets at End of Plan Year (prior year assets + (7) + (8))	(10) Benefit Payments (from (4) and (5)) and Administrative Expenses (from (6)) Paid from Non-SFA Assets	(11) Non-SFA Investment Income Based on Non-SFA Interest Rate	(12) Projected Non-SFA Assets at End of Plan Year (prior year assets + (1) + (2) + (3) + (10) + (11))
05/31/2025	12/31/2025	$0	$0	$0	-$464,649	$0	-$69,697	-$534,346	$313,507	$9,186,952	$0	$10,920	$282,188
01/01/2026	12/31/2026	$0	$0		-$777,108	$0	-$116,566	-$893,674	$520,421	$8,813,699	$0	$19,753	$301,942
01/01/2027	12/31/2027	$0	$0		-$778,773	$0	-$116,816	-$895,589	$498,156	$8,416,266	$0	$21,136	$323,077
01/01/2028	12/31/2028	$0	$0		-$766,090	$0	-$114,914	-$881,004	$474,937	$8,010,199	$0	$22,615	$345,693
01/01/2029	12/31/2029	$0	$0		-$752,431	$0	-$112,865	-$865,296	$451,236	$7,596,139	$0	$24,199	$369,891
01/01/2030	12/31/2030	$0	$0		-$742,907	$0	-$111,436	-$854,343	$426,921	$7,168,717	$0	$25,892	$395,784
01/01/2031	12/31/2031	$0	$0		-$747,517	$0	-$112,128	-$859,645	$401,334	$6,710,406	$0	$27,705	$423,489
01/01/2032	12/31/2032	$0	$0		-$726,628	$0	-$108,994	-$835,622	$374,769	$6,249,552	$0	$29,644	$453,133
01/01/2033	12/31/2033	$0	$0		-$704,197	$0	-$105,630	-$809,827	$348,104	$5,787,829	$0	$31,719	$484,852
01/01/2034	12/31/2034	$0	$0		-$690,140	$0	-$103,521	-$793,661	$321,106	$5,315,274	$0	$33,940	$518,792
01/01/2035	12/31/2035	$0	$0		-$662,648	$0	-$99,397	-$762,045	$293,916	$4,847,144	$0	$36,315	$555,107
01/01/2036	12/31/2036	$0	$0		-$633,134	$0	-$94,970	-$728,104	$267,057	$4,386,097	$0	$38,858	$593,965
01/01/2037	12/31/2037	$0	$0		-$604,773	$0	-$90,716	-$695,489	$240,581	$3,931,189	$0	$41,578	$635,542
01/01/2038	12/31/2038	$0	$0		-$575,679	$0	-$86,352	-$662,031	$214,495	$3,483,653	$0	$44,488	$680,030
01/01/2039	12/31/2039	$0	$0		-$546,260	$0	-$81,939	-$628,199	$188,858	$3,044,313	$0	$47,602	$727,632
01/01/2040	12/31/2040	$0	$0		-$516,726	$0	-$77,509	-$594,235	$163,714	$2,613,791	$0	$50,934	$778,567
01/01/2041	12/31/2041	$0	$0		-$487,705	$0	-$73,156	-$560,861	$139,076	$2,192,006	$0	$54,500	$833,066
01/01/2042	12/31/2042	$0	$0		-$459,211	$0	-$68,882	-$528,093	$114,941	$1,778,854	$0	$58,315	$891,381
01/01/2043	12/31/2043	$0	$0		-$431,261	$0	-$64,689	-$495,950	$91,300	$1,374,204	$0	$62,397	$953,778
01/01/2044	12/31/2044	$0	$0		-$403,882	$0	-$60,582	-$464,464	$68,147	$977,887	$0	$66,764	$1,020,542
01/01/2045	12/31/2045	$0	$0		-$377,110	$0	-$56,567	-$433,677	$45,469	$589,679	$0	$71,438	$1,091,980
01/01/2046	12/31/2046	$0	$0		-$350,985	$0	-$52,648	-$403,633	$23,251	$209,297	$0	$76,439	$1,168,419
01/01/2047	12/31/2047	$0	$0		-$325,555	$0	-$48,833	-$209,297	$0	$0	-$165,091	$76,109	$1,079,437
01/01/2048	12/31/2048	$0	$0		-$300,874	$0	-$45,131	$0	$0	$0	-$346,005	$63,655	$797,087
01/01/2049	12/31/2049	$0	$0		-$277,005	$0	-$41,551	$0	$0	$0	-$318,556	$44,835	$523,366
01/01/2050	12/31/2050	$0	$0		-$254,006	$0	-$38,101	$0	$0	$0	-$292,107	$26,585	$257,844
01/01/2051	12/31/2051	$0	$0		-$231,927	$0	-$34,789	$0	$0	$0	-$266,716	$8,872	$0

TEMPLATE 6A - Sheet 6A-3

Item Description (from 6A-1):	Mortality

v20220802p

Reconciliation - Details for the "basic method" under § 4262.4(a)(1) for non-MPRA plans, or for the "increasing assets method" under § 4262.4(a)(2)(i) for MPRA plans for which the requested amount of SFA is determined under that method

See Template 4A instructions for Sheet 4A-4 or Sheet 4A-5, except provide the projection used to determine the intermediate SFA amount.

PLAN INFORMATION

Abbreviated Plan Name:	UFCW Local 1262 Retail (Non-Food) Industry Pension Plan
EIN:	22-6181292
PN:	002
MPRA Plan?	No
If a MPRA Plan, which method yields the greatest amount of SFA?	N/A
SFA Measurement Date:	05/31/2025
Fair Market Value of Assets as of the SFA Measurement Date:	$271,268
SFA Amount as of the SFA Measurement Date under the method calculated in this Sheet:	$9,195,108
Non-SFA Interest Rate:	7.00%
SFA Interest Rate:	5.95%

On this Sheet, show payments INTO the plan as positive amounts, and payments OUT of the plan as negative amounts.

SFA Measurement Date / Plan Year Start Date	Plan Year End Date	(1) Contributions	(2) Withdrawal Liability Payments	(3) Other Payments to Plan (excluding financial assistance and SFA)	(4) Benefit Payments	(5) Make-up Payments Attributable to Reinstatement of Benefits Suspended through the SFA Measurement Date	(6) Administrative Expenses (excluding amount owed PBGC under 4261 of ERISA)	(7) Benefit Payments (from (4) and (5)) and Administrative Expenses (from (6)) Paid from SFA Assets	(8) SFA Investment Income Based on SFA Interest Rate	(9) Projected SFA Assets at End of Plan Year (prior year assets + (7) + (8))	(10) Benefit Payments (from (4) and (5)) and Administrative Expenses (from (6)) Paid from Non-SFA Assets	(11) Non-SFA Investment Income Based on Non-SFA Interest Rate	(12) Projected Non-SFA Assets at End of Plan Year (prior year assets + (1) + (2) + (3) + (10) + (11))
05/31/2025	12/31/2025	$0	$0	$0	-$463,945	$0	-$69,592	-$533,537	$306,228	$8,967,799	$0	$10,920	$282,188
01/01/2026	12/31/2026	$0	$0		-$773,381	$0	-$116,007	-$889,388	$507,507	$8,585,918	$0	$19,753	$301,942
01/01/2027	12/31/2027	$0	$0		-$772,880	$0	-$115,932	-$888,812	$484,802	$8,181,908	$0	$21,136	$323,077
01/01/2028	12/31/2028	$0	$0		-$758,133	$0	-$113,720	-$871,853	$461,261	$7,771,316	$0	$22,615	$345,693
01/01/2029	12/31/2029	$0	$0		-$742,640	$0	-$111,396	-$854,036	$437,353	$7,354,633	$0	$24,199	$369,891
01/01/2030	12/31/2030	$0	$0		-$731,561	$0	-$109,734	-$841,295	$412,934	$6,926,272	$0	$25,892	$395,784
01/01/2031	12/31/2031	$0	$0		-$735,112	$0	-$110,267	-$845,379	$387,327	$6,468,219	$0	$27,705	$423,489
01/01/2032	12/31/2032	$0	$0		-$712,846	$0	-$106,927	-$819,773	$360,823	$6,009,269	$0	$29,644	$453,133
01/01/2033	12/31/2033	$0	$0		-$689,190	$0	-$103,379	-$792,569	$334,313	$5,551,014	$0	$31,719	$484,852
01/01/2034	12/31/2034	$0	$0		-$674,347	$0	-$101,152	-$775,499	$307,548	$5,083,062	$0	$33,940	$518,792
01/01/2035	12/31/2035	$0	$0		-$645,852	$0	-$96,878	-$742,730	$280,665	$4,620,998	$0	$36,315	$555,107
01/01/2036	12/31/2036	$0	$0		-$615,423	$0	-$92,313	-$707,736	$254,198	$4,167,460	$0	$38,858	$593,965
01/01/2037	12/31/2037	$0	$0		-$586,353	$0	-$87,953	-$674,306	$228,193	$3,721,347	$0	$41,578	$635,542
01/01/2038	12/31/2038	$0	$0		-$556,653	$0	-$83,498	-$640,151	$202,651	$3,283,847	$0	$44,488	$680,030
01/01/2039	12/31/2039	$0	$0		-$526,757	$0	-$79,014	-$605,771	$177,628	$2,855,703	$0	$47,602	$727,632
01/01/2040	12/31/2040	$0	$0		-$496,867	$0	-$74,530	-$571,397	$153,161	$2,437,467	$0	$50,934	$778,567
01/01/2041	12/31/2041	$0	$0		-$467,634	$0	-$70,145	-$537,779	$129,262	$2,028,950	$0	$54,500	$833,066
01/01/2042	12/31/2042	$0	$0		-$439,070	$0	-$65,861	-$504,931	$105,918	$1,629,937	$0	$58,315	$891,381
01/01/2043	12/31/2043	$0	$0		-$411,192	$0	-$61,679	-$472,871	$83,117	$1,240,182	$0	$62,397	$953,778
01/01/2044	12/31/2044	$0	$0		-$384,022	$0	-$57,603	-$441,625	$60,842	$859,400	$0	$66,764	$1,020,542
01/01/2045	12/31/2045	$0	$0		-$357,589	$0	-$53,638	-$411,227	$39,077	$487,250	$0	$71,438	$1,091,980
01/01/2046	12/31/2046	$0	$0		-$331,928	$0	-$49,789	-$381,717	$17,799	$123,332	$0	$76,439	$1,168,419
01/01/2047	12/31/2047	$0	$0		-$307,079	$0	-$46,062	-$123,332	$0	$0	-$229,809	$73,882	$1,012,492
01/01/2048	12/31/2048	$0	$0		-$283,087	$0	-$42,463	$0	$0	$0	-$325,550	$59,673	$746,615
01/01/2049	12/31/2049	$0	$0		-$260,001	$0	-$39,000	$0	$0	$0	-$299,001	$41,975	$489,588
01/01/2050	12/31/2050	$0	$0		-$237,859	$0	-$35,679	$0	$0	$0	-$273,538	$24,859	$240,910
01/01/2051	12/31/2051	$0	$0		-$216,695	$0	-$32,504	$0	$0	$0	-$249,199	$8,289	$0

TEMPLATE 6A - Sheet 6A-4

Item Description (from 6A-1):	TV Death Benefit (% married & age diff)

v20220802p

Reconciliation - Details for the "basic method" under § 4262.4(a)(1) for non-MPRA plans, or for the "increasing assets method" under § 4262.4(a)(2)(i) for MPRA plans for which the requested amount of SFA is determined under that method

See Template 4A instructions for Sheet 4A-4 or Sheet 4A-5, except provide the projection used to determine the intermediate SFA amount.

PLAN INFORMATION

Abbreviated Plan Name:	UFCW Local 1262 Retail (Non-Food) Industry Pension Plan
EIN:	22-6181292
PN:	002
MPRA Plan?	No
If a MPRA Plan, which method yields the greatest amount of SFA?	N/A
SFA Measurement Date:	05/31/2025
Fair Market Value of Assets as of the SFA Measurement Date:	$271,268
SFA Amount as of the SFA Measurement Date under the method calculated in this Sheet:	$9,203,272
Non-SFA Interest Rate:	7.00%
SFA Interest Rate:	5.95%

On this Sheet, show payments INTO the plan as positive amounts, and payments OUT of the plan as negative amounts.

SFA Measurement Date / Plan Year Start Date	Plan Year End Date	(1) Contributions	(2) Withdrawal Liability Payments	(3) Other Payments to Plan (excluding financial assistance and SFA)	(4) Benefit Payments	(5) Make-up Payments Attributable to Reinstatement of Benefits Suspended through the SFA Measurement Date	(6) Administrative Expenses (excluding amount owed PBGC under 4261 of ERISA)	(7) Benefit Payments (from (4) and (5)) and Administrative Expenses (from (6)) Paid from SFA Assets	(8) SFA Investment Income Based on SFA Interest Rate	(9) Projected SFA Assets at End of Plan Year (prior year assets + (7) + (8))	(10) Benefit Payments (from (4) and (5)) and Administrative Expenses (from (6)) Paid from Non-SFA Assets	(11) Non-SFA Investment Income Based on Non-SFA Interest Rate	(12) Projected Non-SFA Assets at End of Plan Year (prior year assets + (1) + (2) + (3) + (10) + (11))
05/31/2025	12/31/2025	$0	$0	$0	-$463,945	$0	-$69,592	-$533,537	$306,508	$8,976,244	$0	$10,920	$282,188
01/01/2026	12/31/2026	$0	$0		-$773,399	$0	-$116,010	-$889,409	$508,009	$8,594,843	$0	$19,753	$301,942
01/01/2027	12/31/2027	$0	$0		-$772,980	$0	-$115,947	-$888,927	$485,330	$8,191,246	$0	$21,136	$323,077
01/01/2028	12/31/2028	$0	$0		-$758,295	$0	-$113,744	-$872,039	$461,811	$7,781,018	$0	$22,615	$345,693
01/01/2029	12/31/2029	$0	$0		-$742,887	$0	-$111,433	-$854,320	$437,922	$7,364,620	$0	$24,199	$369,891
01/01/2030	12/31/2030	$0	$0		-$731,916	$0	-$109,787	-$841,703	$413,516	$6,936,433	$0	$25,892	$395,784
01/01/2031	12/31/2031	$0	$0		-$735,659	$0	-$110,349	-$846,008	$387,913	$6,478,337	$0	$27,705	$423,489
01/01/2032	12/31/2032	$0	$0		-$713,464	$0	-$107,020	-$820,484	$361,404	$6,019,258	$0	$29,644	$453,133
01/01/2033	12/31/2033	$0	$0		-$689,861	$0	-$103,479	-$793,340	$334,885	$5,560,803	$0	$31,719	$484,852
01/01/2034	12/31/2034	$0	$0		-$675,141	$0	-$101,271	-$776,412	$308,103	$5,092,494	$0	$33,940	$518,792
01/01/2035	12/31/2035	$0	$0		-$646,676	$0	-$97,001	-$743,677	$281,199	$4,630,016	$0	$36,315	$555,107
01/01/2036	12/31/2036	$0	$0		-$616,247	$0	-$92,437	-$708,684	$254,707	$4,176,039	$0	$38,858	$593,965
01/01/2037	12/31/2037	$0	$0		-$587,190	$0	-$88,079	-$675,269	$228,675	$3,729,445	$0	$41,578	$635,542
01/01/2038	12/31/2038	$0	$0		-$557,485	$0	-$83,623	-$641,108	$203,105	$3,291,442	$0	$44,488	$680,030
01/01/2039	12/31/2039	$0	$0		-$527,582	$0	-$79,137	-$606,719	$178,052	$2,862,774	$0	$47,602	$727,632
01/01/2040	12/31/2040	$0	$0		-$497,675	$0	-$74,651	-$572,326	$153,554	$2,444,003	$0	$50,934	$778,567
01/01/2041	12/31/2041	$0	$0		-$468,425	$0	-$70,264	-$538,689	$129,624	$2,034,937	$0	$54,500	$833,066
01/01/2042	12/31/2042	$0	$0		-$439,842	$0	-$65,976	-$505,818	$106,248	$1,635,368	$0	$58,315	$891,381
01/01/2043	12/31/2043	$0	$0		-$411,944	$0	-$61,792	-$473,736	$83,414	$1,245,046	$0	$62,397	$953,778
01/01/2044	12/31/2044	$0	$0		-$384,754	$0	-$57,713	-$442,467	$61,107	$863,686	$0	$66,764	$1,020,542
01/01/2045	12/31/2045	$0	$0		-$358,299	$0	-$53,745	-$412,044	$39,308	$490,950	$0	$71,438	$1,091,980
01/01/2046	12/31/2046	$0	$0		-$332,615	$0	-$49,892	-$382,507	$17,996	$126,439	$0	$76,439	$1,168,419
01/01/2047	12/31/2047	$0	$0		-$307,743	$0	-$46,161	-$126,439	$0	$0	-$227,465	$73,963	$1,014,917
01/01/2048	12/31/2048	$0	$0		-$283,727	$0	-$42,559	$0	$0	$0	-$326,286	$59,817	$748,448
01/01/2049	12/31/2049	$0	$0		-$260,614	$0	-$39,092	$0	$0	$0	-$299,706	$42,079	$490,821
01/01/2050	12/31/2050	$0	$0		-$238,445	$0	-$35,767	$0	$0	$0	-$274,212	$24,922	$241,531
01/01/2051	12/31/2051	$0	$0		-$217,254	$0	-$32,588	$0	$0	$0	-$249,842	$8,311	$0

TEMPLATE 6A - Sheet 6A-5

Item Description (from 6A-1):	TV Form of Payment

v20220802p

Reconciliation - Details for the "basic method" under § 4262.4(a)(1) for non-MPRA plans, or for the "increasing assets method" under § 4262.4(a)(2)(i) for MPRA plans for which the requested amount of SFA is determined under that method

See Template 4A instructions for Sheet 4A-4 or Sheet 4A-5, except provide the projection used to determine the intermediate SFA amount.

PLAN INFORMATION

Abbreviated Plan Name:	UFCW Local 1262 Retail (Non-Food) Industry Pension Plan
EIN:	22-6181292
PN:	002
MPRA Plan?	No
If a MPRA Plan, which method yields the greatest amount of SFA?	N/A
SFA Measurement Date:	05/31/2025
Fair Market Value of Assets as of the SFA Measurement Date:	$271,268
SFA Amount as of the SFA Measurement Date under the method calculated in this Sheet:	$9,185,586
Non-SFA Interest Rate:	7.00%
SFA Interest Rate:	5.95%

On this Sheet, show payments INTO the plan as positive amounts, and payments OUT of the plan as negative amounts.

SFA Measurement Date / Plan Year Start Date	Plan Year End Date	(1) Contributions	(2) Withdrawal Liability Payments	(3) Other Payments to Plan (excluding financial assistance and SFA)	(4) Benefit Payments	(5) Make-up Payments Attributable to Reinstatement of Benefits Suspended through the SFA Measurement Date	(6) Administrative Expenses (excluding amount owed PBGC under 4261 of ERISA)	(7) Benefit Payments (from (4) and (5)) and Administrative Expenses (from (6)) Paid from SFA Assets	(8) SFA Investment Income Based on SFA Interest Rate	(9) Projected SFA Assets at End of Plan Year (prior year assets + (7) + (8))	(10) Benefit Payments (from (4) and (5)) and Administrative Expenses (from (6)) Paid from Non-SFA Assets	(11) Non-SFA Investment Income Based on Non-SFA Interest Rate	(12) Projected Non-SFA Assets at End of Plan Year (prior year assets + (1) + (2) + (3) + (10) + (11))
05/31/2025	12/31/2025	$0	$0	$0	-$462,818	$0	-$69,423	-$532,241	$305,923	$8,959,269	$0	$10,920	$282,188
01/01/2026	12/31/2026	$0	$0		-$771,391	$0	-$115,709	-$887,100	$507,067	$8,579,236	$0	$19,753	$301,942
01/01/2027	12/31/2027	$0	$0		-$770,510	$0	-$115,577	-$886,087	$484,484	$8,177,633	$0	$21,136	$323,077
01/01/2028	12/31/2028	$0	$0		-$755,708	$0	-$113,356	-$869,064	$461,088	$7,769,657	$0	$22,615	$345,693
01/01/2029	12/31/2029	$0	$0		-$740,208	$0	-$111,031	-$851,239	$437,336	$7,355,754	$0	$24,199	$369,891
01/01/2030	12/31/2030	$0	$0		-$729,129	$0	-$109,369	-$838,498	$413,082	$6,930,338	$0	$25,892	$395,784
01/01/2031	12/31/2031	$0	$0		-$732,549	$0	-$109,882	-$842,431	$387,655	$6,475,562	$0	$27,705	$423,489
01/01/2032	12/31/2032	$0	$0		-$710,528	$0	-$106,579	-$817,107	$361,338	$6,019,794	$0	$29,644	$453,133
01/01/2033	12/31/2033	$0	$0		-$687,165	$0	-$103,075	-$790,240	$335,008	$5,564,561	$0	$31,719	$484,852
01/01/2034	12/31/2034	$0	$0		-$672,547	$0	-$100,882	-$773,429	$308,414	$5,099,547	$0	$33,940	$518,792
01/01/2035	12/31/2035	$0	$0		-$644,448	$0	-$96,667	-$741,115	$281,693	$4,640,125	$0	$36,315	$555,107
01/01/2036	12/31/2036	$0	$0		-$614,447	$0	-$92,167	-$706,614	$255,369	$4,188,881	$0	$38,858	$593,965
01/01/2037	12/31/2037	$0	$0		-$585,802	$0	-$87,870	-$673,672	$229,486	$3,744,695	$0	$41,578	$635,542
01/01/2038	12/31/2038	$0	$0		-$556,540	$0	-$83,481	-$640,021	$204,044	$3,308,718	$0	$44,488	$680,030
01/01/2039	12/31/2039	$0	$0		-$527,090	$0	-$79,064	-$606,154	$179,096	$2,881,660	$0	$47,602	$727,632
01/01/2040	12/31/2040	$0	$0		-$497,647	$0	-$74,647	-$572,294	$154,679	$2,464,045	$0	$50,934	$778,567
01/01/2041	12/31/2041	$0	$0		-$468,853	$0	-$70,328	-$539,181	$130,802	$2,055,665	$0	$54,500	$833,066
01/01/2042	12/31/2042	$0	$0		-$440,718	$0	-$66,108	-$506,826	$107,452	$1,656,291	$0	$58,315	$891,381
01/01/2043	12/31/2043	$0	$0		-$413,254	$0	-$61,988	-$475,242	$84,615	$1,265,665	$0	$62,397	$953,778
01/01/2044	12/31/2044	$0	$0		-$386,480	$0	-$57,972	-$444,452	$62,276	$883,488	$0	$66,764	$1,020,542
01/01/2045	12/31/2045	$0	$0		-$360,420	$0	-$54,063	-$414,483	$40,415	$509,420	$0	$71,438	$1,091,980
01/01/2046	12/31/2046	$0	$0		-$335,103	$0	-$50,265	-$385,368	$19,011	$143,063	$0	$76,439	$1,168,419
01/01/2047	12/31/2047	$0	$0		-$310,564	$0	-$46,585	-$143,063	$0	$0	-$214,086	$74,423	$1,028,756
01/01/2048	12/31/2048	$0	$0		-$286,845	$0	-$43,027	$0	$0	$0	-$329,872	$60,663	$759,547
01/01/2049	12/31/2049	$0	$0		-$263,986	$0	-$39,598	$0	$0	$0	-$303,584	$42,723	$498,685
01/01/2050	12/31/2050	$0	$0		-$242,025	$0	-$36,304	$0	$0	$0	-$278,329	$25,331	$245,687
01/01/2051	12/31/2051	$0	$0		-$220,992	$0	-$33,149	$0	$0	$0	-$254,141	$8,454	$0

TEMPLATE 6A - Sheet 6A-6

Item Description (from 6A-1):	Exclude TVs over age 80

v20220802p

Reconciliation - Details for the "basic method" under § 4262.4(a)(1) for non-MPRA plans, or for the "increasing assets method" under § 4262.4(a)(2)(i) for MPRA plans for which the requested amount of SFA is determined under that method

See Template 4A instructions for Sheet 4A-4 or Sheet 4A-5, except provide the projection used to determine the intermediate SFA amount.

PLAN INFORMATION

Abbreviated Plan Name:	UFCW Local 1262 Retail (Non-Food) Industry Pension Plan
EIN:	22-6181292
PN:	002
MPRA Plan?	No
If a MPRA Plan, which method yields the greatest amount of SFA?	N/A
SFA Measurement Date:	05/31/2025
Fair Market Value of Assets as of the SFA Measurement Date:	$271,268
SFA Amount as of the SFA Measurement Date under the method calculated in this Sheet:	$9,178,085
Non-SFA Interest Rate:	7.00%
SFA Interest Rate:	5.95%

On this Sheet, show payments INTO the plan as positive amounts, and payments OUT of the plan as negative amounts.

		(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
SFA Measurement Date / Plan Year Start Date	Plan Year End Date	Contributions	Withdrawal Liability Payments	Other Payments to Plan (excluding financial assistance and SFA)	Benefit Payments	Make-up Payments Attributable to Reinstatement of Benefits Suspended through the SFA Measurement Date	Administrative Expenses (excluding amount owed PBGC under 4261 of ERISA)	Benefit Payments (from (4) and (5)) and Administrative Expenses (from (6)) Paid from SFA Assets	SFA Investment Income Based on SFA Interest Rate	Projected SFA Assets at End of Plan Year (prior year assets + (7) + (8))	Benefit Payments (from (4) and (5)) and Administrative Expenses (from (6)) Paid from Non-SFA Assets	Non-SFA Investment Income Based on Non-SFA Interest Rate	Projected Non-SFA Assets at End of Plan Year (prior year assets + (1) + (2) + (3) + (10) + (11))
05/31/2025	12/31/2025	$0	$0	$0	-$462,158	$0	-$69,324	-$531,482	$305,679	$8,952,282	$0	$10,920	$282,188
01/01/2026	12/31/2026	$0	$0		-$770,341	$0	-$115,551	-$885,892	$506,686	$8,573,077	$0	$19,753	$301,942
01/01/2027	12/31/2027	$0	$0		-$769,543	$0	-$115,431	-$884,974	$484,150	$8,172,253	$0	$21,136	$323,077
01/01/2028	12/31/2028	$0	$0		-$754,827	$0	-$113,224	-$868,051	$460,798	$7,765,000	$0	$22,615	$345,693
01/01/2029	12/31/2029	$0	$0		-$739,411	$0	-$110,912	-$850,323	$437,086	$7,351,763	$0	$24,199	$369,891
01/01/2030	12/31/2030	$0	$0		-$728,416	$0	-$109,262	-$837,678	$412,869	$6,926,954	$0	$25,892	$395,784
01/01/2031	12/31/2031	$0	$0		-$731,919	$0	-$109,788	-$841,707	$387,475	$6,472,721	$0	$27,705	$423,489
01/01/2032	12/31/2032	$0	$0		-$709,977	$0	-$106,497	-$816,474	$361,188	$6,017,435	$0	$29,644	$453,133
01/01/2033	12/31/2033	$0	$0		-$686,688	$0	-$103,003	-$789,691	$334,884	$5,562,628	$0	$31,719	$484,852
01/01/2034	12/31/2034	$0	$0		-$672,139	$0	-$100,821	-$772,960	$308,313	$5,097,981	$0	$33,940	$518,792
01/01/2035	12/31/2035	$0	$0		-$644,104	$0	-$96,616	-$740,720	$281,612	$4,638,872	$0	$36,315	$555,107
01/01/2036	12/31/2036	$0	$0		-$614,161	$0	-$92,124	-$706,285	$255,305	$4,187,892	$0	$38,858	$593,965
01/01/2037	12/31/2037	$0	$0		-$585,567	$0	-$87,835	-$673,402	$229,435	$3,743,925	$0	$41,578	$635,542
01/01/2038	12/31/2038	$0	$0		-$556,350	$0	-$83,453	-$639,803	$204,004	$3,308,127	$0	$44,488	$680,030
01/01/2039	12/31/2039	$0	$0		-$526,939	$0	-$79,041	-$605,980	$179,066	$2,881,213	$0	$47,602	$727,632
01/01/2040	12/31/2040	$0	$0		-$497,528	$0	-$74,629	-$572,157	$154,656	$2,463,712	$0	$50,934	$778,567
01/01/2041	12/31/2041	$0	$0		-$468,762	$0	-$70,314	-$539,076	$130,785	$2,055,421	$0	$54,500	$833,066
01/01/2042	12/31/2042	$0	$0		-$440,648	$0	-$66,097	-$506,745	$107,440	$1,656,116	$0	$58,315	$891,381
01/01/2043	12/31/2043	$0	$0		-$413,202	$0	-$61,980	-$475,182	$84,606	$1,265,541	$0	$62,397	$953,778
01/01/2044	12/31/2044	$0	$0		-$386,442	$0	-$57,966	-$444,408	$62,270	$883,402	$0	$66,764	$1,020,542
01/01/2045	12/31/2045	$0	$0		-$360,392	$0	-$54,059	-$414,451	$40,411	$509,362	$0	$71,438	$1,091,980
01/01/2046	12/31/2046	$0	$0		-$335,083	$0	-$50,262	-$385,345	$19,009	$143,025	$0	$76,439	$1,168,419
01/01/2047	12/31/2047	$0	$0		-$310,550	$0	-$46,583	-$143,025	$0	$0	-$214,108	$74,422	$1,028,733
01/01/2048	12/31/2048	$0	$0		-$286,836	$0	-$43,025	$0	$0	$0	-$329,861	$60,661	$759,534
01/01/2049	12/31/2049	$0	$0		-$263,980	$0	-$39,597	$0	$0	$0	-$303,577	$42,722	$498,679
01/01/2050	12/31/2050	$0	$0		-$242,021	$0	-$36,303	$0	$0	$0	-$278,324	$25,331	$245,685
01/01/2051	12/31/2051	$0	$0		-$220,990	$0	-$33,149	$0	$0	$0	-$254,139	$8,454	$0

TEMPLATE 6A - Sheet 6A-7

Item Description (from 6A-1):	Restore Benefits

v20220802p

Reconciliation - Details for the "basic method" under § 4262.4(a)(1) for non-MPRA plans, or for the "increasing assets method" under § 4262.4(a)(2)(i) for MPRA plans for which the requested amount of SFA is determined under that method

See Template 4A instructions for Sheet 4A-4 or Sheet 4A-5, except provide the projection used to determine the intermediate SFA amount.

PLAN INFORMATION

Abbreviated Plan Name:	UFCW Local 1262 Retail (Non-Food) Industry Pension Plan
EIN:	22-6181292
PN:	002
MPRA Plan?	No
If a MPRA Plan, which method yields the greatest amount of SFA?	N/A
SFA Measurement Date:	05/31/2025
Fair Market Value of Assets as of the SFA Measurement Date:	$271,268
SFA Amount as of the SFA Measurement Date under the method calculated in this Sheet:	$11,866,906
Non-SFA Interest Rate:	7.00%
SFA Interest Rate:	5.95%

On this Sheet, show payments INTO the plan as positive amounts, and payments OUT of the plan as negative amounts.

SFA Measurement Date / Plan Year Start Date	Plan Year End Date	(1) Contributions	(2) Withdrawal Liability Payments	(3) Other Payments to Plan (excluding financial assistance and SFA)	(4) Benefit Payments	(5) Make-up Payments Attributable to Reinstatement of Benefits Suspended through the SFA Measurement Date	(6) Administrative Expenses (excluding amount owed PBGC under 4261 of ERISA)	(7) Benefit Payments (from (4) and (5)) and Administrative Expenses (from (6)) Paid from SFA Assets	(8) SFA Investment Income Based on SFA Interest Rate	(9) Projected SFA Assets at End of Plan Year (prior year assets + (7) + (8))	(10) Benefit Payments (from (4) and (5)) and Administrative Expenses (from (6)) Paid from Non-SFA Assets	(11) Non-SFA Investment Income Based on Non-SFA Interest Rate	(12) Projected Non-SFA Assets at End of Plan Year (prior year assets + (1) + (2) + (3) + (10) + (11))
05/31/2025	12/31/2025	$0	$0	$0	-$555,350	-$1,047,175	-$83,302	-$1,685,827	$360,149	$10,541,227	$0	$10,920	$282,188
01/01/2026	12/31/2026	$0	$0		-$921,841	$0	-$138,276	-$1,060,117	$596,120	$10,077,230	$0	$19,753	$301,942
01/01/2027	12/31/2027	$0	$0		-$915,417	$0	-$137,313	-$1,052,730	$568,729	$9,593,229	$0	$21,136	$323,077
01/01/2028	12/31/2028	$0	$0		-$893,979	$0	-$134,097	-$1,028,076	$540,654	$9,105,807	$0	$22,615	$345,693
01/01/2029	12/31/2029	$0	$0		-$872,292	$0	-$130,844	-$1,003,136	$512,383	$8,615,054	$0	$24,199	$369,891
01/01/2030	12/31/2030	$0	$0		-$856,187	$0	-$128,428	-$984,615	$483,727	$8,114,166	$0	$25,892	$395,784
01/01/2031	12/31/2031	$0	$0		-$856,382	$0	-$128,457	-$984,839	$453,917	$7,583,244	$0	$27,705	$423,489
01/01/2032	12/31/2032	$0	$0		-$828,794	$0	-$124,319	-$953,113	$423,258	$7,053,389	$0	$29,644	$453,133
01/01/2033	12/31/2033	$0	$0		-$800,065	$0	-$120,010	-$920,075	$392,700	$6,526,014	$0	$31,719	$484,852
01/01/2034	12/31/2034	$0	$0		-$781,309	$0	-$117,196	-$898,505	$361,954	$5,989,462	$0	$33,940	$518,792
01/01/2035	12/31/2035	$0	$0		-$747,858	$0	-$112,179	-$860,037	$331,157	$5,460,582	$0	$36,315	$555,107
01/01/2036	12/31/2036	$0	$0		-$712,487	$0	-$106,873	-$819,360	$300,881	$4,942,103	$0	$38,858	$593,965
01/01/2037	12/31/2037	$0	$0		-$678,766	$0	-$101,815	-$780,581	$271,168	$4,432,690	$0	$41,578	$635,542
01/01/2038	12/31/2038	$0	$0		-$644,473	$0	-$96,671	-$741,144	$242,015	$3,933,561	$0	$44,488	$680,030
01/01/2039	12/31/2039	$0	$0		-$610,053	$0	-$91,508	-$701,561	$213,477	$3,445,477	$0	$47,602	$727,632
01/01/2040	12/31/2040	$0	$0		-$575,702	$0	-$86,355	-$662,057	$185,594	$2,969,014	$0	$50,934	$778,567
01/01/2041	12/31/2041	$0	$0		-$542,114	$0	-$81,317	-$623,431	$158,377	$2,503,960	$0	$54,500	$833,066
01/01/2042	12/31/2042	$0	$0		-$509,287	$0	-$76,393	-$585,680	$131,813	$2,050,093	$0	$58,315	$891,381
01/01/2043	12/31/2043	$0	$0		-$477,229	$0	-$71,584	-$548,813	$105,889	$1,607,170	$0	$62,397	$953,778
01/01/2044	12/31/2044	$0	$0		-$445,953	$0	-$66,893	-$512,846	$80,590	$1,174,914	$0	$66,764	$1,020,542
01/01/2045	12/31/2045	$0	$0		-$415,485	$0	-$62,323	-$477,808	$55,898	$753,004	$0	$71,438	$1,091,980
01/01/2046	12/31/2046	$0	$0		-$385,857	$0	-$57,879	-$443,736	$31,793	$341,061	$0	$76,439	$1,168,419
01/01/2047	12/31/2047	$0	$0		-$357,118	$0	-$53,568	-$341,061	$0	$0	-$69,625	$79,394	$1,178,187
01/01/2048	12/31/2048	$0	$0		-$329,325	$0	-$49,399	$0	$0	$0	-$378,724	$69,442	$868,905
01/01/2049	12/31/2049	$0	$0		-$302,542	$0	-$45,381	$0	$0	$0	-$347,923	$48,852	$569,834
01/01/2050	12/31/2050	$0	$0		-$276,828	$0	-$41,524	$0	$0	$0	-$318,352	$28,935	$280,416
01/01/2051	12/31/2051	$0	$0		-$252,230	$0	-$37,835	$0	$0	$0	-$290,065	$9,649	$0

Version Updates v20220701p

Version	Date updated
v20220701p	07/01/2022

TEMPLATE 7

v20220701p

7a - Assumption/Method Changes for SFA Eligibility

File name: *Template 7 Plan Name* , where "Plan Name" is an abbreviated version of the plan name.

Instructions for Section C, Item (7)a. of the Instructions for Filing Requirements for Multiemployer Plans Applying for Special Financial Assistance:

Sheet 7a of Template 7 is not required if the plan is eligible for SFA under § 4262.3(a)(2) (MPRA suspensions) or § 4262.3(a)(4) (certain insolvent plans) of PBGC's special financial assistance regulation.

Sheet 7a of Template 7 is not required if the plan is eligible based on a certification of plan status completed before January 1, 2021.

Sheet 7a of Template 7 is not required if the plan is eligible based on a certification of plan status completed after December 31, 2020 but reflects the same assumptions as those in the pre-2021 certification of plan status.

Provide a table identifying which assumptions/methods used in determining the plan's eligibility for SFA differ from those used in the pre-2021 certification of plan status and brief explanations as to why using those assumptions/methods is no longer reasonable and why the changed assumptions/methods are reasonable.

This table should identify all changed assumptions/methods (including those that are reflected in the Baseline provided in Template 5A or Template 5B) and should be an abbreviated version of information provided in Section D, Item (6)a. of the SFA filing instructions.

For example, if the mortality assumption used in the pre-2021 certification of plan status is the RP-2000 mortality table, and the plan proposes to change to the Pri-2012(BC) table, complete one line of the table as follows:

	(A)	(B)	(C)
Assumption/Method That Has Changed From Assumption/Method Used in Most Recent Certification of Plan Status Completed Prior to 1/1/2021	Brief description of assumption/method used in the most recent certification of plan status completed prior to 1/1/2021	Brief description of assumption/method used in showing the plan's eligibility for SFA (if different)	Brief explanation on why the assumption/method in (A) is no longer reasonable and why the assumption/method in (B) is reasonable
Base Mortality Assumption	RP-2000 mortality table	Pri-2012(BC) mortality table	Prior assumption is outdated. New assumption reflects more recently published experience for blue collar workers.

Add one line for each assumption/method that has changed from that used in the most recent certification of plan status completed prior to 1/1/2021.

Since this Template 7a is intended as an abbreviated version of more detailed information provided in Section D, Item (6)a. of the SFA filing instructions, it is not necessary to include full tables of rates at every age (e.g., for retirement, turnover, etc.). Instead, a high level description that focuses on what aspect of the assumption/method has changed is preferred.

Template 7 - Sheet 7a v20220701p

Assumption/Method Changes - SFA Eligibility

PLAN INFORMATION

Abbreviated Plan Name:	U1262NFP
EIN:	22-6181292
PN:	'002

Brief description of basis for qualifying for SFA (e.g., critical and declining status in 2020, insolvent plan, critical status and meet other criteria)	Critical and declining status in 2022

	(A)	(B)	(C)
Assumption/Method That Has Changed From Assumption/Method Used in Most Recent Certification of Plan Status Completed Prior to 1/1/2021	Brief description of assumption/method used in the most recent certification of plan status completed prior to 1/1/2021	Brief description of assumption/method used in showing the plan's eligibility for SFA (if different)	Brief explanation on why the assumption/method in (A) is no longer reasonable and why the assumption/method in (B) is reasonable

TEMPLATE 7

v20220701p

7b - Assumption/Method Changes for SFA Amount

File name: *Template 7 Plan Name* , where "Plan Name" is an abbreviated version of the plan name.

Instructions for Section C, Item (7)b. of the Instructions for Filing Requirements for Multiemployer Plans Applying for Special Financial Assistance:

Provide a table identifying which assumptions/methods used in determining the amount of SFA differ from those used in the pre-2021 certification of plan status (except the non-SFA and SFA interest rates) and brief explanations as to why using those original assumptions/methods is no longer reasonable and why the changed assumptions/methods are reasonable.

Please state if the changed assumption is an extension of the CBU assumption or the administrative expenses assumption as described in Paragraph A "Adoption of assumptions not previously factored into pre-2021 certification of plan status" of Section III, Acceptable Assumption Changes of PBGC's guidance on Special Financial Assistance Assumptions.

This table should identify all changed assumptions/methods except for the interest rates (including those that are reflected in the Baseline provided in Template 5A or Template 5B) and should be an abbreviated version of information provided in Section D, Item (6)b. of the SFA filing instructions.

For example, if the mortality assumption used in the pre-2021 certification of plan status is the RP-2000 mortality table, and the plan proposes to change to the Pri-2012(BC) table, complete one line of the table as follows:

	(A)	(B)	(C)
Assumption/Method That Has Changed From Assumption Used in Most Recent Certification of Plan Status Completed Prior to 1/1/2021	Brief description of assumption/method used in the most recent certification of plan status completed prior to 1/1/2021	Brief description of assumption/method used to determine the requested SFA amount (if different)	Brief explanation on why the assumption/method in (A) is no longer reasonable and why the assumption/method in (B) is reasonable
Base Mortality Assumption	RP-2000 mortality table	Pri-2012(BC) mortality table	Original assumption is outdated. New assumption reflects more recently published experience for blue collar workers.

For example, assume the plan is projected to be insolvent in 2029 in the pre-2021 certification of plan status. The plan changes its CBU assumption by extending the assumption to the later projection years as described in Paragraph A, "Adoption of assumptions not previously factored into pre-2021 certification of plan status" of Section III, Acceptable Assumption Changes of PBGC's guidance on Special Financial Assistance Assumptions. Complete one line of the table as follows:

	(A)	(B)	(C)
Assumption/Method That Has Changed From Assumption Used in Most Recent Certification of Plan Status Completed Prior to 1/1/2021	Brief description of assumption/method used in the most recent certification of plan status completed prior to 1/1/2021	Brief description of assumption/method used to determine the requested SFA amount (if different)	Brief explanation on why the assumption/method in (A) is no longer reasonable and why the assumption/method in (B) is reasonable
CBU Assumption	Decrease from most recent plan year's actual number of CBUs by 2% per year to 2028	Same number of CBUs for each projection year to 2028 as shown in (A), then constant CBUs for all years after 2028.	Original assumption does not address years after original projected insolvency in 2029. Proposed assumption uses acceptable extension methodology.

Add one line for each assumption/method that has changed from that used in the most recent certification of plan status completed prior to 1/1/2021.

Since this Template 7b is intended as an abbreviated version of more detailed information provided in Section D, Item (6)b. of the SFA filing instructions, it is not necessary to include full tables of rates at every age (e.g., for retirement, turnover, etc.). Instead, a high level description that focuses on what aspect of the assumption/method has changed is preferred.

Template 7 - Sheet 7b v20220701p

Assumption/Method Changes - SFA Amount

PLAN INFORMATION

Abbreviated Plan Name:	U1262NFP
EIN:	22-6181292
PN:	002

	(A)	(B)	(C)
Assumption/Method That Has Changed From Assumption Used in Most Recent Certification of Plan Status Completed Prior to 1/1/2021	Brief description of assumption/method used in the most recent certification of plan status completed prior to 1/1/2021	Brief description of assumption/method used to determine the requested SFA amount (if different)	Brief explanation on why the assumption/method in (A) is no longer reasonable and why the assumption/method in (B) is reasonable
Retirement Age for Terminated Vested Participants	All terminated vested participants retire at earliest retirement age.	All terminated vested participants retire at age 62.	Original Assumption is no longer reasonable because it is not supported by data. The changed assumption is reasonable because it reflects plan experience.
Mortality	1983 GAM mortality tables with no age setback. No mortality improvement assumed.	For post-commencement (retirees, contingent survivors & terminated vested participants), the amount-weighted Pri-2012 Blue Collar non-disabled annuitant tables (sex distinct), projected with fully generational mortality improvement using Scale MP-2021. For pre-commencement (TVs only), the amount-weighted Pri-2012 Blue Collar employee tables (sex distinct), projected with fully generational mortality improvement using Scale MP-2021. There is no separate assumption for disabled participants.	Original Assumption is no longer reasonable because it is quite outdated and does not follow current best practice of reflecting mortality improvement. The changed assumption is based on a recent mortality table, reflects the blue-collar population of the plan, and follows the best practice of reflecting mortality improvement. Also, there are no disabled participants nor are there assumed to be any in the future.
Spouse Age Difference	Wives are four years younger than husbands.	Wives are three years younger than husbands.	Original Assumption is no longer reasonable because it does not reflect plan experience. The changed assumption is reasonable because it reflects plan experience. Note that this assumption is used to reflect the Plan's pre-retirement death benefit.
Late Retirement	It is assumed that any actuarial increase or makeup payments due to non-retired participants, who are past Normal Retirement eligibility, will be offset by forfeitures.	For terminated vested participants past their normal retirement age as of the census date, actuarial increases were applied from normal retirement age to the earlier of i) age at assumed benefit commencement or ii) age on Required Beginning Date (RBD). As of the census date, there was one terminated vested participant who is expected to retire after their RBD, and as such a retroactive payment was calculated to reflect the accumulation of missed required benefit payments with interest from their RBD to the SFA measurement date.	Original Assumption is no longer reasonable because it does not reflect the Plan's late retirement provisions, which are restored after the receipt of SFA. The changed assumption reflects the plan's late retirement provision.
Form of Payment Election for Terminated Vested Participants	All terminated vested participants assumed to elect a single life annuity.	20% of terminated vested participants assumed to elect a 50% Joint & Survivor annuity, 5% assumed to elect a 75% Joint & Survivor annuity, and 75% assumed to elect a 50% Joint & Survivor annuity.	Original Assumption is no longer reasonable because it does not reflect plan experience. The changed assumption is reasonable because it reflects plan experience.
"Missing" Terminated Vested Participant	No participants are excluded.	Terminated vested participants 80 and over are excluded.	Original Assumption is no longer reasonable because it is not supported by plan experience. Since the Plan's original assumption did not exclude any terminated vested participants, we are not adding back any previously excluded terminated vested participants. However, since recent retirement experience (see "Retirement Age for Terminated Vested Participants") does not show older terminated vested participants commencing benefits, we decided to exclude members over age 80, which is more conservative than the "acceptable" assumption of age 85.
Administrative Expenses	$10,000 plus $200 per participant plus 0.557% of total value of vested plan benefits over $200,000. 0.557% is calculated as 1% + (3.07% - 7.5%)/10 as described in PBGC regulation 4044, Appendix C. (Note: since our only source for 2001 results is the Schedule B database, and there is no line for the expense assumption, we are considering the oldest known expense assumption, i.e. from the 12/31/2012 Solvency Valuation), to be the baseline assumption.)	Expense in year of SFA measurement date equal to 2025 annual expenses of $87,941 as reported on draft unaudited financials, prorated for the seven months in the partial projection year. 2026 expenses of $164,232 ($73,232 in regular ongoing administrative expenses plus $91,000 in one-time fees related to the SFA application). The regular ongoing expenses are developed by applying 2.5% inflation to 2025 actual expenses, except that no actuarial fees are assumed. No PBGC premiums are assumed for 2026. 2027 expenses of $183,753 ($24,313 PBGC premiums plus $139,440 regular ongoing administrative expenses plus $20,000 in one-time fees related to SFA work). In general, the values for 2027 are the same as for 2026 with an additional year of inflation, except that legal fees are assumed to be $20,000 and new categories have been added for PBGC premiums, investment consulting fees, and actuarial fees. 2028 through 2051 expenses are projected based on 2027 values, increased 2.5% per year for inflation, except that PBGC premiums are adjusted to reflect the $52 flat rate premium for 2031. In addition, any one-time expenses expected to be incurred in 2027 were removed from the estimates.	Original Assumption is no longer reasonable because it does not reflect the plan's circumstances, does not reflect known future increases to PBGC premium rates, does not reflect one-time fees to prepare the SFA application, and does not reflect additional expenses that are expected to be incurred after receiving SFA. The assumed expenses are based on a careful consideration of itemized historical expenses. For items where the historical expenses are not expected to be predictive of ongoing expenses, individual estimates were developed for each item. One-time fees are based on vendor estimates, informed by year-to-date time captured in the vendor's time keeping system. The use of inflation reflects industry best practice. The modeling of PBGC premiums is consistent with per capita structure of the PBGC premiums and the projected headcounts used to generate Template 4A cash flows. Finally, the use of an inflation-adjusted per capita ceiling ensures that expenses do not reach unreasonable levels by 2051 as participant counts decrease.

Version Updates

Version	Date updated
v20230727	07/27/2023

TEMPLATE 10

v20230727

Pre-2021 Zone Certification, Baseline Details, and Final SFA Assumption Summaries

File name: *Template 10 Plan Name*, where "Plan Name" is an abbreviated version of the plan name.

Provide a table identifying and summarizing which assumptions/methods were used in each of the pre-2021 certification of plan status, the Baseline details (Template 5A or Template 5B), and the final SFA calculation (Template 4A or Template 4B).

This table should identify all assumptions/methods used, including those that are reflected in the Baseline provided in Template 5A or Template 5B and any assumptions not explicitly listed. Please identify the source (file and page number) of the pre-2021 certification of plan status assumption. Additionally, please select the appropriate assumption change category per SFA assumption guidance*. Please complete all rows of Template 10. If an assumption on Template 10 does not apply to the application, please enter "N/A" and explain as necessary in the "comments" column. If the application contains assumptions not listed on Template 10, create additional rows as needed.

See the table below for a brief example of how to fill out the requested information in summary form. In the example the first row demonstrates how one would fill out the information for a change in the mortality assumption used in the pre-2021 certification of plan status, where the RP-2000 mortality table was the original assumption, and the plan proposes to change to the Pri-2012(BC) table.

	(A)	(B)	(C)	(D)	(E)
	Source of (B)	Assumption/Method Used in Most Recent Certification of Plan Status Completed Prior to 1/1/2021	Baseline Assumption/Method Used	Final SFA Assumption/Method Used	Category of assumption change from (B) to (D) per SFA Assumption Guidance
Base Mortality - Healthy	*2019 Company XYZ AVR.pdf p. 55*	RP-2000 mortality table	Pri-2012(BC) mortality table	Same as baseline	Acceptable Change
Contribution Base Units	*2020 Company XYZ ZC.pdf p. 19*	125,000 hours projected to insolvency in 2024	125,000 hours projected through the SFA projection period in 2051	100,000 hours projected with 3.0% reductions annually for 10 years and 1.0% reductions annually thereafter	Generally Acceptable Change
Assumed Withdrawal Payments -Future Withdrawals	*2020 Company XYZ ZC.pdf p. 20*	None assumed until insolvency in 2024	None assumed through the SFA projection period in 2051	Same as baseline	Other Change
Retirement - Actives	*2019 Company XYZ AVR.pdf p. 54*	Age / Actives 55 10% 56 20% 57 30% 58 40% 59 50% 60+ 100%	Same as Pre-2021 Zone Cert	Same as baseline	No Change

Add additional lines if needed.

*https://www.pbgc.gov/sites/default/files/sfa/sfa-assumptions-guidance.pdf

Template 10 v20230727

Pre-2021 Zone Certification, Baseline Details, and Final SFA Assumption Summaries

PLAN INFORMATION

Abbreviated Plan Name:	U1262NFP
EIN:	226181292
PN:	002

	(A) Source of (B)	(B) Assumption/Method Used in Most Recent Certification of Plan Status Completed Prior to 1/1/2021	(C) Baseline Assumption/Method Used	(D) Final SFA Assumption/Method Used	(E) Category of assumption change from (B) to (D) per SFA Assumption Guidance	Comments
SFA Measurement Date	N/A	N/A	05/31/2025	05/31/2025	N/A	
Census Data as of		01/01/2001	01/01/2025	01/01/2025	N/A	Since the Plan terminated on February 7, 2001, which is pre-PPA, the de facto "pre-2021" valuation would be the last time the funding standard account was maintained. 2001 was the last year that Loval 1262 Non-Food was required to submit a Schedule (M)B to the Form 5500. As such, the 2001 Schedule B was used for the "baseline" assumptions. However, the plan sponsor, the plan administrator, fund counsel and the auditor cannot locate the 2001 Form 5500 or the 2001 Actuarial Valuation Report (AVR). The 2001 AVR was performed by a different actuarial firm than the current enrolled actuary. As such, only the information from the 2001 Schedule B dataset on the DOL website is available. Per the 2001 Schedule B dataset, the mortality assumption was 1983 GAM (solely per Rev. Rul. 95-28) and the discount rate was 7%. For less impactful assumptions that are not disclosed in the DOL Schedule B dataset, the assumptions disclosed in the 12/31/2012 Solvency Valuation was used since that is the oldest valuation report available.
DEMOGRAPHIC ASSUMPTIONS						
Base Mortality - Healthy	*2001 Schedule B to Form 5500*	1983 GAM	4044 mortality	For post-commencement (retirees, contingent survivors & TVs), the amount-weighted Pri-2012 BC non-disabled annuitant tables (M/F). For pre-commencement (TVs only), the amount-weighted Pri-2012 BC employee tables (M/F).	Acceptable Change	
Mortality Improvement - Healthy	*2001 Schedule B to Form 5500*	None	None	MP-2021	Acceptable Change	
Base Mortality - Disabled	*2001 Schedule B to Form 5500*	Same as healthy assumption	Same as healthy assumption	Same as healthy assumption	Other Change	We do not assume any future disabilities.
Mortality Improvement - Disabled	*2001 Schedule B to Form 5500*	Same as healthy assumption	Same as healthy assumption	Same as healthy assumption	Other Change	We do not assume any future disabilities.
Retirement - Actives		N/A	N/A	N/A	No Change	There are no active participants.
Retirement - TVs		Earliest retirement age	Same as baseline	Age 62	Other Change	
Turnover		N/A	N/A	N/A	No Change	There are no active participants.
Disability		N/A	N/A	N/A	No Change	There are no active participants.
Optional Form Elections - Actives		N/A	N/A	N/A	No Change	There are no active participants.
Optional Form Elections - TVs	*Not disclosed in 12/31/2012 Solvency Valuation, determined during 12/31/2024 replication*	100% elect Single Life Annuity	Same as baseline	20% elect 50% J&S, 5% elect 75% J&S, 75% elect Single Life Annuity	Other Change	
Marital Status	*12/31/2012 Solvency Valuation*	80% of male and 65% of female participants are assumed to be married	80% of male and 65% of female participants are assumed to be married	Same as baseline	No Change	
Spouse Age Difference	*12/31/2012 Solvency Valuation*	Wives are four years younger than husbands	Wives are four years younger than husbands	Wives are three years younger than husbands	Other Change	
Active Participant Count		N/A	N/A	N/A	No Change	There are no active participants.
New Entrant Profile		N/A	N/A	N/A	No Change	There are no active participants.
Missing or Incomplete Data		There is no incomplete data	There is no incomplete data	Same as baseline	No Change	
"Missing" Terminated Vested Participant Assumption		No participants are excluded	No participants are excluded	Terminated vested participants 80 and over are excluded	Other Change	
Treatment of Participants Working Past Retirement Date		N/A	N/A	N/A	No Change	There are no active participants.
Assumptions Related to Reciprocity		N/A	N/A	N/A	No Change	There are no active participants.
Other Demographic Assumption 1	*12/31/2012 Solvency Valuation*	It is assumed that any actuarial increase or makeup payments due to non-retired participants, who are past Normal Retirement eligibility, will be offset by forfeitures.	Same as baseline	For TVs past their NRA as of the census date, actuarial increases were applied from NRA to the earlier of i) age at assumed benefit commencement or ii) age on Required Beginning Date (RBD). As of the census date, there was one TV who is expected to retire after their RBD, and as such a retroactive payment was calculated to reflect the accumulation of missed required benefit payments with interest from the RBD to the SFA measurement date.	Other Change	

Template 10 v20230727

Pre-2021 Zone Certification, Baseline Details, and Final SFA Assumption Summaries

PLAN INFORMATION

Abbreviated Plan Name:	U1262NFP
EIN:	226181292
PN:	002

	(A) Source of (B)	(B) Assumption/Method Used in Most Recent Certification of Plan Status Completed Prior to 1/1/2021	(C) Baseline Assumption/Method Used	(D) Final SFA Assumption/Method Used	(E) Category of assumption change from (B) to (D) per SFA Assumption Guidance	Comments
Other Demographic Assumption 2						
Other Demographic Assumption 3						
NON-DEMOGRAPHIC ASSUMPTIONS						
Contribution Base Units		N/A	N/A	N/A	No Change	There are no active participants.
Contribution Rate		N/A	N/A	N/A	No Change	There are no active participants nor are there ongoing contributing employers.
Administrative Expenses	*12/31/2012 Solvency Valuation*	$10,000 plus $200 per participant plus 0.557% of total value of vested plan benefits over $200,000. 0.557% is calculated as 1% + (3.07% - 7.5%)/10 as described in PBGC regulation 4044, Apendix C.	$179,919 per year, which is prorated for the seven months in the partial projection year.	Expense in year of SFA measurement date equal to 2025 annual expenses of $87,941 as reported on draft unaudited financials, prorated for the seven months in the partial projection year. 2026 expenses of $164,232 ($73,232 in regular ongoing administrative expenses plus $91,000 in one-time fees related to the SFA application). The regular ongoing expenses are developed by applying 2.5% inflation to 2025 actual expenses, except that no actuarial fees are assumed. No PBGC premiums are assumed for 2026. 2027 expenses of $183,753 ($24,313 PBGC premiums plus $139,440 regular ongoing administrative expenses plus $20,000 in one-time fees related to SFA work). In general, the values for 2027 are the same as for 2026 with an additional year of inflation, except that legal fees are assumed to be $20,000 and new categories have been added for PBGC premiums, investment consulting fees, and actuarial fees. 2028 through 2051 expenses are projected based on 2027 values, increased 2.5% per year for inflation, except that PBGC premiums are adjusted to reflect the $52 flat rate premium for 2031. In addition, any one-time expenses expected to be incurred in 2027 were removed from the estimates in 2028+. Finally, total annual administrative expense in each future plan year, excluding PBGC premiums, are limited to the median inflation-adjusted per participant non-PBGC premium expenses of similar sized multiemployer pension plans based on non-PBGC premium expenses reported in the DOL's 2024 Form 5500 dataset.	Other Change	
Assumed Withdrawal Payments - Currently Withdrawn Employers		None	None	Same as baseline	No Change	Currently there are no withdrawn employers making withdrawal liability payments.
Assumed Withdrawal Payments -Future Withdrawals		N/A	N/A	N/A	No Change	There are no ongoing active employers contributing to the Fund. There are no future withdrawal liability payments expected to be made.
Other Assumption 1						
Other Assumption 2						
Other Assumption 3						
CASH FLOW TIMING ASSUMPTIONS						
Benefit Payment Timing		Mid-year	Mid-year	Same as baseline	No Change	
Contribution Timing		N/A	N/A	N/A	No Change	There are no projected contributions.
Withdrawal Payment Timing		N/A	N/A	N/A	No Change	There are no projected withdrawal liability payments.
Administrative Expense Timing		Mid-year	Mid-year	Same as baseline	No Change	
Other Payment Timing		N/A	N/A	N/A	No Change	

Create additional rows as needed.

UFCW Local 1262 Retail Non-Food Industry Pension Fund

Financial Statements

December 31, 2024

UFCW LOCAL 1262 RETAIL NON-FOOD INDUSTRY PENSION FUND

FINANCIAL STATEMENTS WITH SUPPLEMENTAL INFORMATION

DECEMBER 31, 2024 AND 2023

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Novak Francella LLC
CERTIFIED PUBLIC ACCOUNTANTS

INDEPENDENT AUDITOR'S REPORT

To the Board of Trustees of the
UFCW Local 1262 Retail Non-Food
Industry Pension Fund

Opinion

We have audited the financial statements of the UFCW Local 1262 Retail Non-Food Industry Pension Fund (the Plan), an employee benefit plan subject to the Employee Retirement Income Security Act of 1974 (ERISA), which comprise the statements of net assets available for benefits (in liquidation) as of December 31, 2024 and 2023, and the related statements of changes in net assets available for benefits (in liquidation) for the years then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the net assets available for benefits (in liquidation) of the Plan as of December 31, 2024 and 2023, and changes in its net assets available for benefits (in liquidation) for the years then ended, in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of UFCW Local 1262 Retail Non-Food Industry Pension Fund and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Emphasis of Matter

As discussed in Note 4 to the financial statements, a major contributing employer ceased operations in February 2001, triggering a termination of the Plan by mass withdrawal as defined by the Employee Retirement Income Security Act of 1974. During 2014, the Plan began receiving financial assistance from the Pension Benefit Guaranty Corporation (PBGC) (see Note 5). In accordance with accounting principles generally accepted in the United States of America, the Plan uses the liquidation basis of accounting to determine the amounts at which assets, liabilities, and accumulated benefit information are stated. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Plan's ability to continue as a going concern for one year after the date the financial statements are available to be issued.

Management is also responsible for maintaining a current plan instrument, including all Plan amendments, administering the Plan, and determining that the Plan's transactions that are presented and disclosed in the financial statements are in conformity with the Plan's provisions, including maintaining sufficient records with respect to each of the participants, to determine the benefits due or which may become due to such participants.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Plan's internal control. Accordingly, no such opinion is expressed.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Plan's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Report on Supplemental Information

Our audits were conducted for the purpose of forming an opinion on the financial statements as a whole. The supplemental Schedule of Assets Held at End of Year (liquidation basis of accounting), Schedule of Reportable Transactions (liquidation basis of accounting) and Schedules of Administrative Expenses (liquidation basis of accounting), together referred to as "supplemental information," are presented for the purpose of additional analysis and are not a required part of the financial statements. The supplemental Schedule of Assets Held at End of Year (liquidation basis of accounting) and Schedule of Reportable Transactions (liquidation basis of accounting) are supplemental information required by the Department of Labor's Rules and Regulations for Reporting and Disclosure under ERISA. Supplemental information is the responsibility of the Plan's management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audits of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS.

In forming our opinion on the supplemental information, we evaluated whether the supplemental information, including their form and content, are presented in conformity with the Department of Labor's Rules and Regulations for Reporting and Disclosure under ERISA.

In our opinion, the information in the accompanying schedules is fairly stated, in all material respects, in relation to the financial statements as a whole, and the form and content are presented in conformity with the Department of Labor's Rules and Regulations for Reporting and Disclosure under ERISA.

Novak Francella LLC

New York, New York
October 2, 2025

UFCW Local 1262 Retail Non-Food Industry Pension Fund

Statements of Net Assets Available for Benefits (Liquidation Basis of Accounting)

December 31, 2024 and 2023

	2024	2023
Assets		
Investments - at fair value		
Short-term investments	$ 69,238	$ 71,058
Other assets		
Cash	104,296	137,886
Prepaid expenses	798	2,011
Other	111,238	111,678
Total other assets	216,332	251,575
Total assets	285,570	322,633
Liabilities and net assets		
Liabilities		
Accrued expenses	9,503	15,468
Total liabilities	9,503	15,468
Net assets available for benefits	$ 276,067	$ 307,165

See accompanying notes to financial statements.

UFCW Local 1262 Retail Non-Food Industry Pension Fund

Statements of Changes in Net Assets Available for Benefits (Liquidation Basis of Accounting)

Years Ended December 31, 2024 and 2023

	2024	2023
Additions		
PBGC assistance	$ 894,800	$ 918,000
Interest	1,405	1,310
Total additions	896,205	919,310
Deductions		
Benefits paid to participants and beneficiaries	852,119	767,670
Administrative expenses	75,184	106,147
Total deductions	927,303	873,817
Net (decrease) increase	(31,098)	45,493
Net assets available for benefits		
Beginning of year	307,165	261,672
End of year	$ 276,067	$ 307,165

See accompanying notes to financial statements.

UFCW Local 1262 Retail Non-Food Industry Pension Fund

Notes to Financial Statements

December 31, 2024 and 2023

Note 1. Description of the Plan

The following brief description of the UFCW Local 1262 Retail Non-Food Industry Pension Fund (the Plan) provides only general information. Participants should refer to the Summary Plan Description for a more complete description of the Plan's provisions.

The Plan is a multi-employer, defined benefit pension plan, established under the provisions of an Agreement and Declaration of Trust, dated May 1, 1972, between UFCW Local 1262 (Union) and various stores located in New Jersey and New York (Employers) having had collective bargaining agreements with the Union. The Plan is subject to the provisions of the Employee Retirement Income Security Act of 1974 (ERISA), as amended. The Board of Trustees is responsible for the oversight of the Plan, including determining the appropriateness of the Plan's investments in coordination with their investment advisers.

Prior to the termination of the Plan, the Plan provided pension benefits to, or on behalf of, all eligible persons on whose behalf the employers contributed to the Plan. Benefits were paid in the form of a life annuity, joint and survivor annuity, and lump-sum distributions.

Effective February 7, 2001, the accrual of all future service under the Plan ceased. All participants meeting the vesting requirements at that time maintain the right to receive benefits at the then existing level of benefits in all existing forms other than lump-sum distributions. Those employees not meeting the vesting requirements of the Plan at such date forfeited the rights to receive any benefits under the Plan.

Note 2. Summary of Significant Accounting Policies

Method of Accounting - The accompanying financial statements have been prepared on the liquidation basis of accounting. Under the liquidation basis of accounting, assets are presented at estimated realizable amounts and liabilities are presented at the amounts of cash expected to be paid. PBGC contributions are accounted for as exchange transactions.

Investments - Short-term investments are carried at cost, which approximates fair value.

Employer Contributions - Effective February 7, 2001, the employers ceased making contributions to the Plan for covered service. Prior to that date, employer contributions were established under collective bargaining agreements entered into between the Union and the employers.

NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Payment of Benefits - Benefit payments to participants are recorded upon distribution. Benefits paid in excess of amount due are recorded as a receivable until recovered or until recovery is deemed uncollectible in accordance with Secure Act 2.0 restrictions. Benefits paid in excess of amount due totaled $111,238 and $111,678 for the years ended December 31, 2024 and 2023, respectively.

Estimates - The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures in the financial statements. Actual results could differ from those estimates.

NOTE 3. TAX STATUS

The Plan received its latest determination letter on April 11, 2002, in which the Internal Revenue Service advised that the Plan qualifies under Section 401(a) and is, therefore, exempt from Federal income taxes under the provisions of Section 501(a). The Plan's Trustees and the Plan's legal counsel believe that the Plan is currently being operated in compliance with the applicable requirements of the Internal Revenue Code. Therefore, they believe that the Plan was qualified and the related trust was tax exempt as of the financial statement date.

The Plan's management evaluates tax positions taken by the Plan and recognizes a tax liability or asset if an uncertain tax position was taken and it is more-likely-than-not that the tax position would not be sustained upon examination by taxing authorities. The Plan is subject to routine audits by taxing jurisdictions; however, there are no audits in progress at this time.

NOTE 4. PLAN TERMINATION

On December 26, 2000, Bradlees Stores, Inc. (Bradlees), a contributing Employer that made a substantial portion of the total contributions to the Plan, filed for bankruptcy under Chapter 11 of the United States Bankruptcy Code. On February 7, 2001, Bradlees ceased all business operations covered under the Plan, which resulted in it and all of the other contributing Employers, J. Baker Company (J. Baker) and Laneco, Inc. (Laneco) ceasing to contribute to the Plan for covered service. This caused a termination of the Plan by "mass withdrawal," as defined by ERISA. The Trustees of the Plan, by letter dated March 8, 2001, informed the Pension Benefit Guaranty Corporation (PBGC) that the Plan terminated by mass withdrawal. J. Baker also filed for Chapter 11 bankruptcy; Laneco did not.

Being parties to Chapter 11 bankruptcy proceedings, distributions of assets from both Bradlees and J. Baker were subject to Bankruptcy Court approval which did not guarantee full payment of the assessed withdrawal liability. In June 2003, Bradlees' plan of liquidation was approved by the Court, and Bradlees remitted a withdrawal liability payment of $314,500. In June 2005, Bradlees remitted an additional withdrawal liability payment of $24,650. In 2004, J. Baker's plan of liquidation was approved, and J. Baker remitted a withdrawal liability payment of $15,500 to the Plan. At this time, the Plan does not expect any additional payments from either Bradlees or J. Baker.

NOTE 5. INSOLVENCY AND THE PENSION BENEFIT GUARANTY CORPORATION

During the year ended December 31, 2013, the Plan prepared a notice of insolvency to the PBGC. In connection with this notice, the Plan submitted an application for financial assistance requesting that the PBGC provide supplemental funding for payment of benefits and reasonable administrative expenses incurred by the Plan after the depletion of existing Plan assets. Effective February 2014, the Plan reduced benefit payments and the PBGC began providing financial assistance to the Plan.

Amounts received from the PBGC are recognized as an addition to net assets in the period received. Supplemental funding provided by the PBGC is technically a loan, but due to the circumstances, repayment is considered no more than a contingency, and no liability will be recorded. The ability of the Plan to continue operations and payment of benefits is dependent on the PBGC continuing to provide financial assistance.

NOTE 6. FAIR VALUE MEASUREMENTS

The framework for measuring fair value provides a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1) and the lowest priority to unobservable inputs (Level 3). The three levels of the fair value hierarchy are described as follows:

Basis of Fair Value Measurement:

Level 1 - Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets that the Plan has the ability to access.

Level 2 - Inputs to the valuation methodology include: quoted prices for similar assets or liabilities in active markets; quoted prices for identical or similar assets or liabilities in inactive markets; inputs other than quoted prices that are observable for the asset or liability; inputs that are derived principally from or corroborated by observable market data by correlation or other means.

If the asset or liability has a specified (contractual) term, the level 2 input must be observable for substantially the full term of the asset or liability.

Level 3 - Inputs to the valuation methodology are unobservable and significant to the fair value measurement.

The asset's or liability's fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques maximize the use of relevant observable inputs and minimize the use of unobservable inputs.

NOTE 6. FAIR VALUE MEASUREMENTS (continued)

The availability of observable market data is monitored to assess the appropriate classification of financial instruments within the fair value hierarchy. Changes in economic conditions or model-based valuation techniques may require the transfer of financial instruments from one fair value level to another. In such instances, the transfer is reported at the beginning of the reporting period.

For the years ended December 31, 2024 and 2023, there were no transfers in or out of levels 1, 2, or 3.

	Fair Value Measurements at December 31, 2024			
	Total	Level 1	Level 2	Level 3
Short-term investments	$ 69,238	$ 69,238	$ -	$ -

	Fair Value Measurements at December 31, 2023			
	Total	Level 1	Level 2	Level 3
Short-term investments	$ 71,058	$ 71,058	$	$

NOTE 7. RELATED PARTY TRANSACTIONS

Identification of Related Organizations

The Plan has the following related entity with which it has transactions:

- UFCW Local 1262 AFL-CIO

The above entity qualifies as a tax-exempt organization.

The entity listed above shares common Trustees or officers with this Plan.

Plan investments are shares of short-term investments managed by U.S. Bank. U.S. Bank is the Trustee, as defined by the Plan, and therefore, transactions of these investments qualify as party-in-interest transactions. These investments and related transactions have been denoted as such on the supplemental Schedule of Assets Held at End of Year (Liquidation Basis of Accounting) and Schedule of Reportable Transactions (Liquidation Basis of Accounting).

The transactions above qualify as party-in-interest transactions which are exempt from the prohibited transaction rules of ERISA.

NOTE 8. RISKS AND UNCERTAINTIES

The Plan invests in investment securities. Investment securities are exposed to various risks, such as interest rate, market, and credit risks. Due to the level of risk associated with certain investment securities, it is at least reasonably possible that changes in the values of investment securities will occur in the near term and that such changes could materially affect the amounts reported in the statements of net assets available for benefits.

NOTE 9. SUBSEQUENT EVENTS

The Plan has evaluated subsequent events through October 2, 2025, the date the financial statements were available to be issued, and they have been evaluated in accordance with relevant accounting standards.

SUPPLEMENTAL INFORMATION

UFCW Local 1262 Retail Non-Food Industry Pension Fund

Schedules of Administrative Expenses (Liquidation Basis of Accounting)

Years Ended December 31, 2024 and 2023

	2024	2023
Third-party administration	$ 31,200	$ 31,200
Audit	14,000	14,000
Legal	11,424	33,116
Bank fees	10,243	10,608
Actuary	3,960	12,831
Fiduciary services	2,000	2,000
Death search	1,961	2,176
Insurance	396	216
Total administrative expenses	$ 75,184	$ 106,147

UFCW LOCAL 1262 RETAIL NON-FOOD
INDUSTRY PENSION FUND

SCHEDULE OF ASSETS HELD AT END OF YEAR
(LIQUIDATION BASIS OF ACCOUNTING)

DECEMBER 31, 2024

Form 5500, Schedule H, Line 4i

E.I.N. 22-6181292
Plan No. 002

(a)	(b)	(c) Description of Investment Including Maturity Rate of Interest, Collateral, Par or Maturity Value				(d)	(e)
	Identity of Issue, Borrower, Lessor or Similar Party	Type	Maturity Date	Rate of Interest	Par / Maturity Value or Shares	Cost	Current Value
	Item 1c(1) Interest-bearing cash:						
*	First American Treasury Obligations Fund	MMA	Demand	Variable %	69,238	$ 69,238	$ 69,238

* A party in-interest as defined by ERISA.

UFCW Local 1262 Retail Non-Food Industry Pension Fund

Schedule of Reportable Transactions (Liquidation Basis of Accounting)

Year Ended December 31, 2024

Form 5500, Schedule H, Line 4j

E.I.N. 22-6181292
Plan No. 002

(a)	(b) Description of Asset	(c) Purchase Price	(d) Selling Price	(g) Cost of Asset	(h) Current Value of Asset	(i) Net Gain or (Loss)
*	First American Treasury	$ 804,417	N/A	$ 804,417	$ 804,417	N/A
	Obligations Fund	N/A	$ 806,237	806,237	806,237	$ -

* A party-in-interest as defined by ERISA.

UFCW LOCAL 1262 RETAIL NON FOOD INDUSTRY PENSION FUND
STATEMENT OF NET ASSETS AVAILABLE FOR BENEFITS
DECEMBER 31, 2025
(Cash Basis - Unaudited)

NET ASSETS AVAILABLE FOR BENEFITS		
Net Assets, Beginning of Period *	$	276,067
Net Increase (Decrease) in Assets		(30,421)
Net Assets Available for Benefits	$	245,646
ASSETS		
Wells Fargo - Operating Acct	$	64,871
US Bank - Benefits Acct		78,243
Prepaid Expense *		798
Pension Overpayment *		111,238
Total Assets	$	255,150
LIABILITIES		
Accrued Expenses Payable *	$	9,504
Total Liabilities		9,504
Net Assets Available for Benefits	$	245,646

* The amounts presented reflect the balance of these accounts as of 12/31/24 audited.

UFCW LOCAL 1262 RETAIL NON FOOD INDUSTRY PENSION FUND
STATEMENT OF REVENUES AND EXPENSES
FOR THE YEAR ENDED DECEMBER 31, 2025
(Cash Basis - Unaudited)

Revenues	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL	Average Per Month
Contributions														
PBGC Funding	$ 256,400	$ -	$ -	$ 173,900	$ -	$ -	$ 216,500	$ -	$ -	$ 165,600	$ -	$ -	$ 812,400	$ 67,700
Investment Income														
Interest & Dividends	118	110	72	139	39	115	97	136	118	97	129	180	1,350	113
Unrealized Gains & Losses	(8)	(38)	67	(100)	76	(18)	39	(18)	(21)	32	51	(63)	(1)	(0)
Total Investment Income	110	72	139	39	115	97	136	118	97	129	180	117	1,349	112
Total Revenues	256,510	72	139	173,939	115	97	216,636	118	97	165,729	180	117	813,749	67,812
Expenses														
Benefits														
Pension Benefits	60,301	60,031	59,593	64,188	60,121	59,496	60,532	56,960	60,133	65,131	61,193	88,550	756,229	63,019
Total Benefits	60,301	60,031	59,593	64,188	60,121	59,496	60,532	56,960	60,133	65,131	61,193	88,550	756,229	63,019
General and Administrative														
Administrative Fees	5,200	2,600	2,600	2,600	2,600	2,600	2,600	2,600	2,600	2,600	2,600	2,600	33,800	2,817
Actuarial Fees	-	-	-	-	3,995	12,500	-	-	-	-	-	-	16,495	1,375
Audit Fees	-	-	-	-	-	14,000	-	-	-	-	-	-	14,000	1,167
Bank Charges	2,556	-	2,500	-	-	2,469	-	-	-	2,443	-	-	9,968	831
Crime Insurance	-	1,286	-	-	-	-	-	-	-	-	-	-	1,286	107
Death Audit Services	-	-	-	-	-	-	-	1,975	-	-	-	-	1,975	165
Professional Fee	1,000	-	-	-	-	-	-	-	-	-	-	-	1,000	83
Fiduciary Insurance	-	-	-	-	-	-	-	-	-	3,668	-	397	4,065	339
Legal Fees	1,235	-	142	398	95	1,187	917	95	95	1,045	-	143	5,352	446
Total General and Administrative	9,991	3,886	5,242	2,998	6,690	32,756	3,517	4,670	2,695	9,756	2,600	3,140	87,941	7,328
Total Expenses	70,292	63,917	64,835	67,186	66,811	92,252	64,049	61,630	62,828	74,887	63,793	91,690	844,170	70,348
REVENUES OVER (UNDER) EXPENSES	$ 186,218	$ (63,845)	$ (64,696)	$ 106,753	$ (66,696)	$ (92,155)	$ 152,587	$ (61,512)	$ (62,731)	$ 90,842	$ (63,613)	$ (91,573)	$ (30,421)	$ (2,535)

UFCW LOCAL 1262 RETAIL NON FOOD INDUSTRY PENSION FUND
COMPARATIVE STATEMENT OF REVENUES AND EXPENSES
FOR THE YEARS ENDED DECEMBER 31, 2025 AND 2024
(Cash Basis - Unaudited)

Revenues	Current Year	Prior Year	+ (-) Variance
Contributions			
PBGC Funding	$ 812,400	$ 894,800	$ (82,400)
Investment Income			
Interest & Dividends	1,350	1,428	(78)
Unrealized Gains & Losses	(1)	(23)	22
Total Investment Income	1,349	1,405	(55)
Total Revenues	813,749	896,205	(82,455)
Expenses			
Benefits			
Pension Benefits	756,229	851,679	(95,450)
Total Benefits	756,229	851,679	(95,450)
General and Administrative			
Administrative Fees	33,800	31,200	2,600
Actuarial Fees	16,495	3,960	12,535
Audit Fees	14,000	14,000	-
Bank Charges	9,968	10,243	(275)
Crime Insurance	1,286	396	890
Death Audit Services	1,975	1,961	14
Professional Fee	1,000	2,000	(1,000)
Fiduciary Insurance	4,065	-	4,065
Legal Fees	5,352	11,424	(6,072)
Pension Overpayment	-	440	(440)
Total General and Administrative	87,941	75,624	12,316
Total Expenses	844,170	927,303	(83,134)
REVENUES OVER (UNDER) EXPENSES	$ (30,421)	$ (31,098)	$ 679

WellsOne® Account

Account number: [redacted] ■ June 1, 2026 - June 30, 2026 ■ Page 1 of 1
Image count: 3

WELLS FARGO

UFCW LOCAL 1262 RETAIL NON-FOOD
INDUSTRY PENSION FUND
1389 BROAD ST
CLIFTON NJ 07013-4221

Questions?

Call Global Payments & Liquidity Service
1-800-AT WELLS (1-800-289-3557)

Online: wellsfargo.com

Write: Wells Fargo Bank, N.A. (182)
PO Box 63020
San Francisco, CA 94163

Account summary

WellsOne® Account

Account number	*Beginning balance*	*Total credits*	*Total debits*	*Endingbalance*
[redacted]	$181,610.29	$0.00	-$63,315.87	$118,294.42

Debits

Electronic debits/bank debits

Effective date	*Posted date*	*Amount*	*Transaction detail*
	06/23	58,149.45	WT Fed#[redacted]US Bank, NA /Ftr/Bnf=Institutional Trust - St. Louis Srf# 07-2025 Pension Trn#[redacted]Rfb#[redacted]
		$58,149.45	**Total electronic debits/bank debits**

Checks paid

Number	*Amount*	*Date*	*Number*	*Amount*	*Date*	*Number*	*Amount*	*Date*
2241	2,423.92	06/09	2242	2,600.00	06/04	2244*	142.50	06/29
		$5,166.42	**Total checks paid**					

* *Gap in check sequence.*

$63,315.87	**Total debits**

Daily ledger balance summary

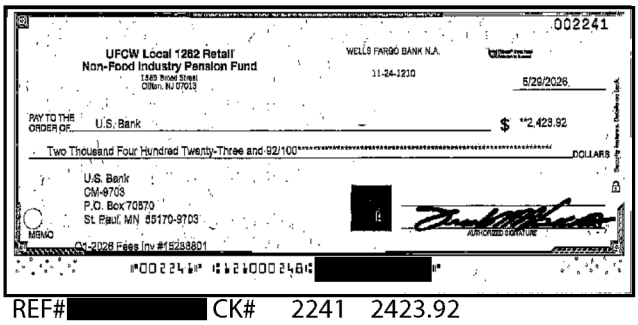
Date	*Balance*	*Date*	*Balance*	*Date*	*Balance*
05/31	181,610.29	06/09	176,586.37	06/29	118,294.42
06/04	179,010.29	06/23	118,436.92		

Average daily ledger balance **$161,976.72**

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WELLS FARGO

Check Images


002241

UFCW Local 1262 Retail
Non-Food Industry Pension Fund
1389 Broad Street
Clifton, NJ 07013

WELLS FARGO BANK N.A.
11-24-1210

5/29/2026

PAY TO THE ORDER OF U.S. Bank $ **2,423.92

Two Thousand Four Hundred Twenty-Three and 92/100********** DOLLARS

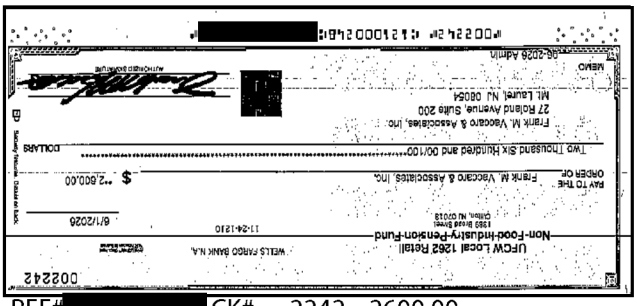
U.S. Bank
CM-9708
P.O. Box 70870
St. Paul, MN 55170-9708

MEMO Q1-2026 Fees Inv #15283801

AUTHORIZED SIGNATURE

⑈002241⑈ ⑆121000248⑆ [redacted]⑈

REF# [redacted] CK# 2241 2423.92


002242

UFCW Local 1262 Retail
Non-Food Industry Pension Fund
1389 Broad Street
Clifton, NJ 07013

WELLS FARGO BANK N.A.
11-24-1210

6/1/2026

PAY TO THE ORDER OF Frank M. Vaccaro & Associates, Inc. $ **2,600.00

Two Thousand Six Hundred and 00/100********** DOLLARS

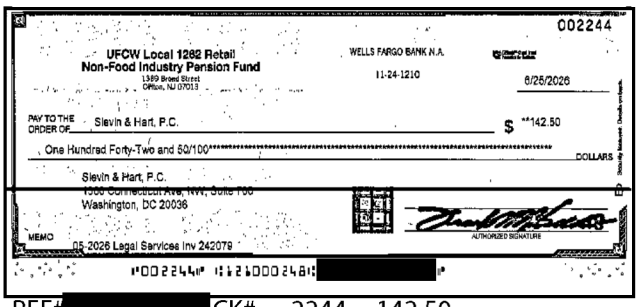
Frank M. Vaccaro & Associates, Inc.
27 Roland Avenue, Suite 200
Mt. Laurel, NJ 08054

MEMO Q1-2026 Admin

AUTHORIZED SIGNATURE

⑈002242⑈ ⑆121000248⑆ [redacted]⑈

REF# [redacted] CK# 2242 2600.00


002244

UFCW Local 1262 Retail
Non-Food Industry Pension Fund
1389 Broad Street
Clifton, NJ 07013

WELLS FARGO BANK N.A.
11-24-1210

6/25/2026

PAY TO THE ORDER OF Slevin & Hart, P.C. $ **142.50

One Hundred Forty-Two and 50/100********** DOLLARS

Slevin & Hart, P.C.
1900 Connecticut Ave, NW, Suite 700
Washington, DC 20036

MEMO Q5-2026 Legal Services Inv 242079

AUTHORIZED SIGNATURE

⑈002244⑈ ⑆121000248⑆ [redacted]⑈

REF# [redacted] CK# 2244 142.50



U.S. Bank
1555 N. Rivercenter Dr.
Suite 300
Milwaukee, WI 53212

[redacted]

00000000363 000638206861833 P

UFCW LOCAL 1262 & EMPLOYERS NON-FOOD
ATTN: ALEXA FINKLER
27 ROLAND AVENUE, SUITE 300
MT. LAUREL, NJ 08054



Glossary

Accretion - The accumulation of the value of a discounted bond until maturity.
Adjusted Prior Market Realized Gain/Loss - The difference between the proceeds and the Prior Market Value of the transaction.
Adjusted Prior Market Unrealized Gain/Loss - The difference between the Market Value and the Adjusted Prior Market Value.
Adjusted Prior Market Value - A figure calculated using the beginning Market Value for the fiscal year, adjusted for all asset related transactions during the period, employing an average cost methodology.
Amortization - The decrease in value of a premium bond until maturity.
Asset - Anything owned that has commercial exchange value. Assets may consist of specific property or of claims against others, in contrast to obligations due to others (liabilities).
Bond Rating - A measurement of a bond's quality based upon the issuer's financial condition. Ratings are assigned by independent rating services, such as Moody's, or S&P, and reflect their opinion of the issuer's ability to meet the scheduled interest and principal repayments for the bond.
Cash - Cash activity that includes both income and principal cash categories.
Change in Unrealized Gain/Loss - Also reported as Gain/Loss in Period in the Asset Detail section. This figure shows the market appreciation (depreciation) for the current period.
Cost Basis (Book Value) - The original price of an asset, normally the purchase price or appraised value at the time of acquisition. Book Value method maintains an average cost for each asset.
Cost Basis (Tax Basis) - The original price of an asset, normally the purchase price or appraised value at the time of acquisition. Tax Basis uses client determined methods such as Last-In-First-Out (LIFO), First-In-First-Out (FIFO), Average, Minimum Gain, and Maximum Gain.
Ending Accrual - (Also reported as Accrued Income) Income earned but not yet received, or expenses incurred but not yet paid, as of the end of the reporting period.
Estimated Annual Income - The amount of income a particular asset is anticipated to earn over the next year. The shares multiplied by annual income rate.
Estimated Current Yield - The annual rate of return on an investment expressed as a percentage. For stocks, yield is calculated by taking the annual dividend payments divided by the stock's current share price. For bonds, yield is calculated by the coupon rate divided by the bond's market price.
Ex-Dividend Date - (Also reported as Ex-Date) For stock trades, the person who owns the security on the ex-dividend date will earn the dividend, regardless of who currently owns the stock.
Income Cash - A category of cash comprised of ordinary earnings derived from investments, usually dividends and interest.
Market Value - The price per unit multiplied by the number of units.
Maturity Date - The date on which an obligation or note matures.
Payable Date - The date on which a dividend, mutual fund distribution, or interest on a bond will be made.
Principal Cash - A category of cash comprised of cash, deposits, cash withdrawals and the cash flows generated from purchases or sales of investments.
Realized Gain/Loss Calculation - The Proceeds less the Cost Basis of a transaction.
Settlement Date - The date on which a trade settles and cash or securities are credited or debited to the account.
Trade Date - The date a trade is legally entered into.
Unrealized Gain/Loss - The difference between the Market Value and Cost Basis at the end of the current period.
Yield on/at Market - The annual rate of return on an investment expressed as a percentage. For stocks, yield is calculated by the annual dividend payments divided by the stock's current share price. For bonds, yield is calculated by the coupon rate divided by the bond's market price.

The terms defined in this glossary are only for use when reviewing your account statement. Please contact your Relationship Manager with any questions.

[redacted]

Account Number: [redacted]
UFCW LOCAL 1262 & EMPLOYERS
NON-FOOD PENSION FUND-R & D
ACCOUNT

This statement is for the period from June 1, 2026 to June 30, 2026

Questions?
If you have any questions regarding your account or this statement, please contact your Account Manager.

Account Manager:
DANA WEH
7TH & WASHINGTON
ST. LOUIS, MO 63101
Phone: 314-418-1729
E-mail: dana.weh@usbank.com

00000000363 000638206861833 P

UFCW LOCAL 1262 & EMPLOYERS NON-FOOD
ATTN: ALEXA FINKLER
27 ROLAND AVENUE, SUITE 300
MT. LAUREL, NJ 08054

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MARKET VALUE RECONCILIATION

	CURRENT PERIOD 06/01/2026 TO 06/30/2026	YEAR TO DATE 01/01/2026 TO 06/30/2026
Beginning Market Value	**68,258.14**	**78,243.37**
Receipts		
Cash Receipts	58,149.45	364,436.96
Total Receipts	**58,149.45**	**364,436.96**
Disbursements		
Benefit Payments	- 58,293.39	- 375,008.94
Total Disbursements	**- 58,293.39**	**- 375,008.94**
Asset Activity		
Taxable Interest	101.13	559.58
Change In Accrued Income	- 27.19	- 42.83
Total Asset Activity	**73.94**	**516.75**
Net Change In Market Value	**- 70.00**	**- 10,055.23**
Ending Market Value	**68,188.14**	**68,188.14**

[redacted]

COST RECONCILIATION

	CURRENT PERIOD 06/01/2026 TO 06/30/2026	YEAR TO DATE 01/01/2026 TO 06/30/2026
Beginning Cost	**68,258.14**	**78,243.37**
Receipts		
Cash Receipts	58,149.45	364,436.96
Total Receipts	**58,149.45**	**364,436.96**
Disbursements		
Benefit Payments	- 58,293.39	- 375,008.94
Total Disbursements	**- 58,293.39**	**- 375,008.94**
Asset Activity		
Taxable Interest	101.13	559.58
Change In Accrued Income	- 27.19	- 42.83
Total Asset Activity	**73.94**	**516.75**
Ending Cost	**68,188.14**	**68,188.14**

[redacted]

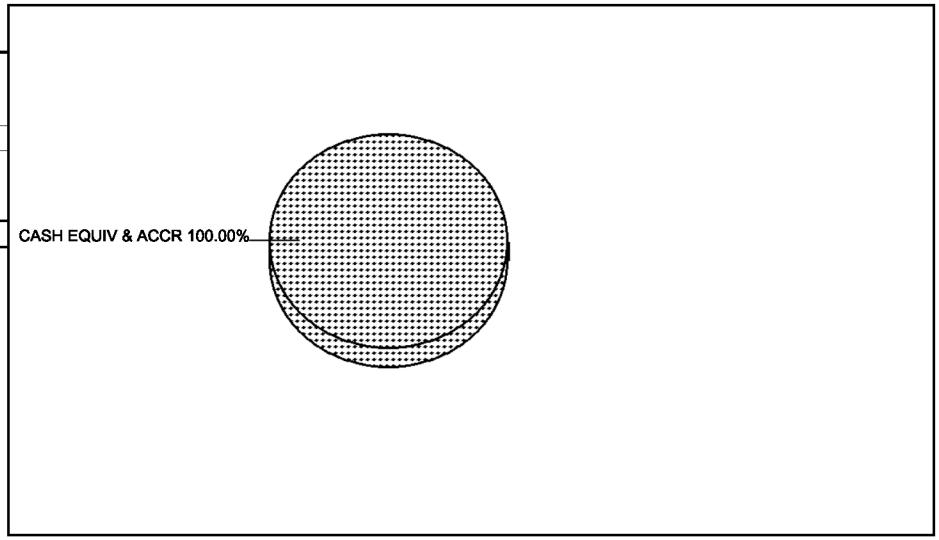
ASSET CLASS SUMMARY

	BEGINNING BOOK VALUE	ENDING BOOK VALUE	BEGINNING MARKET	ENDING MARKET	% OF MARKET
Money Markets	68,157.01	68,114.20	68,157.01	68,114.20	99.89
Total Assets	**68,157.01**	**68,114.20**	**68,157.01**	**68,114.20**	**99.89**
Accrued Income	101.13	73.94	101.13	73.94	0.11
Grand Total	**68,258.14**	**68,188.14**	**68,258.14**	**68,188.14**	**100.00**

[redacted]

ASSET SUMMARY

ASSETS	06/30/2026 MARKET VALUE	% OF MARKET
Cash And Equivalents	68,114.20	99.89
Total Assets	**68,114.20**	**99.89**
Accrued Income	73.94	0.11
Grand Total	**68,188.14**	**100.00**



ASSET DETAIL

DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ENDING ACCRUAL	YIELD ON MARKET
Cash And Equivalents						
Money Markets						
First Am Treas Ob Fd Cl Z 31846V542 Asset Minor Code 1	68,114.200	68,114.20 1.0000	68,114.20	.00 .00	73.94	3.54
Total Money Markets	**68,114.200**	**68,114.20**	**68,114.20**	**.00** **.00**	**73.94**	**3.53**
Total Cash And Equivalents	**68,114.200**	**68,114.20**	**68,114.20**	**.00** **.00**	**73.94**	**3.53**
Total Assets	**68,114.200**	**68,114.20**	**68,114.20**	**.00** **.00**	**73.94**	**3.53**
Accrued Income	**.000**	**73.94**	**73.94**			
Grand Total	**68,114.200**	**68,188.14**	**68,188.14**			

ASSET DETAIL MESSAGES

Time of trade execution and trading party (if not disclosed) will be provided upon request.

Publicly traded assets are valued in accordance with market quotations or valuation methodologies from financial industry services believed by us to be reliable. Assets that are not publicly traded may be reflected at values from other external sources. Assets for which a current value is not available may be reflected at a previous value or as not valued, at par value, or at a nominal value. Values shown do not necessarily reflect prices at which assets could be bought or sold. Values are updated based on internal policy and may be updated less frequently than statement generation.

ASSET DETAIL MESSAGES (continued)

For further information, please contact your account manager or relationship manager.

We provide a cash management administrative service for the temporary investment of principal and income balances in your account. The fee for providing this service will not exceed $0.42 per month for each $1,000 of the average daily balance invested under the cash management administrative service. The charge for this service has been deducted from your account.

Yield on Market and Accrued Income are estimates provided for informational purposes only and should not be relied on for making investment, trading, or tax decisions. The estimates may not represent the actual value earned by your investments and they provide no guarantee of what your investments may earn in the future.

The asset categories used in this statement may be general in nature. For example, assets listed under the "Mutual Funds" category may include open-end investment companies registered under the Investment Company Act of 1940 (which are commonly known as "mutual funds") but may also include closed-end investment companies, unit investment trusts, common trust funds, collective trust funds or other investments that are registered with (or not subject to registration with) the Securities and Exchange Commission.

[redacted]

INCOME ACCRUAL DETAIL

SHARES/ FACE AMOUNT	DESCRIPTION	EX DATE	PAY DATE	ANN RATE	BEGINNING ACCRUAL	INCOME EARNED	INCOME RECEIVED	ENDING ACCRUAL
Cash And Equivalents								
68,114.200	First Am Treas Ob Fd Cl Z 31846V542		07/01/26	0.04	101.13	73.94	101.13	73.94
Total Cash And Equivalents					**101.13**	**73.94**	**101.13**	**73.94**
Grand Total					**101.13**	**73.94**	**101.13**	**73.94**

[redacted]

CASH TRANSACTION DETAIL

DATE	DESCRIPTION	CASH
Receipts		
Cash Receipts		
Incoming Wires		
06/23/2026	Pensioners Disbursements 07/2026	58,149.45
Total Incoming Wires		**58,149.45**
Total Cash Receipts		**58,149.45**
Total Receipts		**58,149.45**
Disbursements		
Benefit Payments		
Monthly Pension		
06/01/2026	Paid To Pension Pmts	- 58,769.88
06/30/2026	Paid To Pension Pmts	- 155.72
Total Monthly Pension		**- 58,925.60**
Redeposit Of Check		
06/01/2026	Return Ck 3214342442 Dtd 060126	249.84
06/01/2026	Return Ck 3214342444 Dtd 060126	216.24
06/09/2026	Return Partial ACH Dtd 020126	10.41
06/30/2026	Return Ck 3214343264 Dtd 060126	155.72
Total Redeposit Of Check		**632.21**
Total Benefit Payments		**- 58,293.39**

CASH TRANSACTION DETAIL (continued)

DATE	DESCRIPTION	CASH
Total Disbursements		**- 58,293.39**
Asset Activity		
Taxable Interest		
06/01/2026	Interest Earned On First Am Treas Ob Fd Cl Z Interest From 5/1/26 To 5/31/26 31846V542	101.13
Total Taxable Interest		**101.13**
Total Asset Activity		**101.13**
Grand Total		**- 42.81**

[redacted]

PURCHASES

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	CASH	BOOK VALUE
Cash And Equivalents					
06/01/2026	Purchased 466.08 Units Of First Am Treas Ob Fd Cl Z Trade Date 6/1/26 31846V542	466.080	.00	- 466.08	466.08
06/02/2026	Purchased 101.13 Units Of First Am Treas Ob Fd Cl Z Trade Date 6/2/26 31846V542	101.130	.00	- 101.13	101.13
06/09/2026	Purchased 10.41 Units Of First Am Treas Ob Fd Cl Z Trade Date 6/9/26 31846V542	10.410	.00	- 10.41	10.41
06/23/2026	Purchased 58,149.45 Units Of First Am Treas Ob Fd Cl Z Trade Date 6/23/26 31846V542	58,149.450	.00	- 58,149.45	58,149.45
06/30/2026	Purchased 155.72 Units Of First Am Treas Ob Fd Cl Z Trade Date 6/30/26 31846V542	155.720	.00	- 155.72	155.72
Total First Am Treas Ob Fd Cl Z		**58,882.790**	**.00**	**- 58,882.79**	**58,882.79**
Total Cash And Equivalents		**58,882.790**	**.00**	**- 58,882.79**	**58,882.79**
Total Purchases		**58,882.790**	**.00**	**- 58,882.79**	**58,882.79**

[redacted]

SALES AND MATURITIES

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	TRANSACTION PROCEEDS	BOOK VALUE	REALIZED GAIN/LOSS
Cash And Equivalents						
06/01/2026	Sold 58,769.88 Units Of First Am Treas Ob Fd Cl Z Trade Date 6/1/26 31846V542	- 58,769.880	.00	58,769.88	- 58,769.88	.00
06/30/2026	Sold 155.72 Units Of First Am Treas Ob Fd Cl Z Trade Date 6/30/26 31846V542	- 155.720	.00	155.72	- 155.72	.00
Total First Am Treas Ob Fd Cl Z		**- 58,925.600**	**.00**	**58,925.60**	**- 58,925.60**	**.00**
Total Cash And Equivalents		**- 58,925.600**	**.00**	**58,925.60**	**- 58,925.60**	**.00**
Total Sales And Maturities		**- 58,925.600**	**.00**	**58,925.60**	**- 58,925.60**	**.00**

SALES AND MATURITIES MESSAGES

Realized gain/loss should not be used for tax purposes.

FMVA - UFCW #1262 Non-Food - CD

Account: [redacted]

Report Date: 12/27/2024-01/02/2025
Download Date: 01/03/2025
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No report data found for selected parameters.

FMVA - UFCW #1262 Non-Food - CD

Account: [redacted]

Report Date: 01/03/2025-01/09/2025
Download Date: 01/13/2025
Download User: afinkler@fmvaccaro.com

No report data found for selected parameters.

FMVA - UFCW #1262 Non-Food - CD

Account: [redacted]

Report Date: 01/10/2025-01/16/2025
Download Date: 01/17/2025
Download User: afinkler@fmvaccaro.com

Client SSN	Client Last	Client First	Client DOB	Client City	Client State	Group	Client Use	PBI SSN	PBI Last	PBI First	PBI DOB	PBI DOD	PBI City	PBI State	Source
[redacted]															

FMVA - UFCW #1262 Non-Food - CD

Account: [redacted]

Report Date: 01/17/2025-01/23/2025
Download Date: 01/29/2025
Download User: afinkler@fmvaccaro.com

Client SSN	Client Last	Client First	Client DOB	Client City	Client State	Group	Client Use	PBI SSN	PBI Last	PBI First	PBI DOB	PBI DOD	PBI City	PBI State	Source
[redacted]															
[redacted]															
[redacted]															

FMVA - UFCW #1262 Non-Food - CD

Account: [redacted]

Report Date: 01/24/2025-01/30/2025
Download Date: 01/31/2025
Download User: afinkler@fmvaccaro.com

No report data found for selected parameters.

FMVA - UFCW #1262 Non-Food - CD

Account: [redacted]

Report Date: 01/31/2025-02/06/2025
Download Date: 02/07/2025
Download User: afinkler@fmvaccaro.com

Client SSN	Client Last	Client First	Client DOB	Client City	Client State	Group	Client Use	PBI SSN	PBI Last	PBI First	PBI DOB	PBI DOD	PBI City	PBI State	Source
[redacted]															

FMVA - UFCW #1262 Non-Food - CD

Account: [redacted]

Report Date: 02/07/2025-02/13/2025
Download Date: 02/14/2025
Download User: afinkler@fmvaccaro.com

No report data found for selected parameters.

FMVA - UFCW #1262 Non-Food - CD

Account: [redacted]

Report Date: 02/14/2025-02/20/2025
Download Date: 02/21/2025
Download User: afinkler@fmvaccaro.com

No report data found for selected parameters.

FMVA - UFCW #1262 Non-Food - CD

Account: [redacted]

Report Date: 02/21/2025-02/27/2025
Download Date: 02/28/2025
Download User: afinkler@fmvaccaro.com

No report data found for selected parameters.

FMVA - UFCW #1262 Non-Food - CD

Account: [redacted]

Report Date: 02/28/2025-03/06/2025
Download Date: 03/07/2025
Download User: afinkler@fmvaccaro.com

Client SSN	Client Last	Client First	Client DOB	Client City	Client State	Group	Client Use	PBI SSN	PBI Last	PBI First	PBI DOB	PBI DOD	PBI City	PBI State	Source
[redacted]															

FMVA - UFCW #1262 Non-Food - CD

Account: [redacted]

Report Date: 03/07/2025-03/13/2025
Download Date: 03/14/2025
Download User: afinkler@fmvaccaro.com

Client SSN	Client Last	Client First	Client DOB	Client City	Client State	Group	Client Use	PBI SSN	PBI Last	PBI First	PBI DOB	PBI DOD	PBI City	PBI State	Source
[redacted]															
[redacted]															
[redacted]															

FMVA - UFCW #1262 Non-Food - CD

Account: [redacted]

Report Date: 03/14/2025-03/20/2025
Download Date: 03/21/2025
Download User: afinkler@fmvaccaro.com

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FMVA - UFCW #1262 Non-Food - CD

Account: [redacted]

Report Date: 03/21/2025-03/27/2025
Download Date: 03/28/2025
Download User: afinkler@fmvaccaro.com

Client SSN	Client Last	Client First	Client DOB	Client City	Client State	Group	Client Use	PBI SSN	PBI Last	PBI First	PBI DOB	PBI DOD	PBI City	PBI State	Source
[redacted]															
[redacted]															

FMVA - UFCW #1262 Non-Food - CD

Account: [redacted]

Report Date: 03/28/2025-04/03/2025
Download Date: 04/04/2025
Download User: afinkler@fmvaccaro.com

Client SSN	Client Last	Client First	Client DOB	Client City	Client State	Group	Client Use	PBI SSN	PBI Last	PBI First	PBI DOB	PBI DOD	PBI City	PBI State	Source
[redacted]															

FMVA - UFCW #1262 Non-Food - CD

Account: [redacted]

Report Date: 04/04/2025-04/10/2025
Download Date: 04/11/2025
Download User: afinkler@fmvaccaro.com

No report data found for selected parameters.

FMVA - UFCW #1262 Non-Food - CD

Account: [redacted]

Report Date: 04/11/2025-04/17/2025
Download Date: 04/21/2025
Download User: afinkler@fmvaccaro.com

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FMVA - UFCW #1262 Non-Food - CD

Account: [redacted]

Report Date: 04/18/2025-04/24/2025
Download Date: 04/25/2025
Download User: afinkler@fmvaccaro.com

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FMVA - UFCW #1262 Non-Food - CD

Account: [redacted]

Report Date: 04/25/2025-05/01/2025
Download Date: 05/02/2025
Download User: afinkler@fmvaccaro.com

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FMVA - UFCW #1262 Non-Food - CD

Account: [redacted]

Report Date: 05/02/2025-05/08/2025
Download Date: 05/09/2025
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FMVA - UFCW #1262 Non-Food - CD

Account: [redacted]

Report Date: 05/09/2025-05/15/2025
Download Date: 05/16/2025
Download User: afinkler@fmvaccaro.com

Client SSN	Client Last	Client First	Client DOB	Client City	Client State	Group	Client Use	PBI SSN	PBI Last	PBI First	PBI DOB	PBI DOD	PBI City	PBI State	Source
[redacted]															

FMVA - UFCW #1262 Non-Food - CD

Account: [redacted]

Report Date: 05/16/2025-05/22/2025
Download Date: 05/23/2025
Download User: afinkler@fmvaccaro.com

Client SSN	Client Last	Client First	Client DOB	Client City	Client State	Group	Client Use	PBI SSN	PBI Last	PBI First	PBI DOB	PBI DOD	PBI City	PBI State	Source
[redacted]															
[redacted]															

FMVA - UFCW #1262 Non-Food - CD

Account: [redacted]

Report Date: 05/23/2025-05/29/2025
Download Date: 05/30/2025
Download User: afinkler@fmvaccaro.com

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FMVA - UFCW #1262 Non-Food - CD

Account: [redacted]

Report Date: 05/30/2025-06/05/2025
Download Date: 06/04/2025
Download User: afinkler@fmvaccaro.com

Client SSN	Client Last	Client First	Client DOB	Client City	Client State	Group	Client Use	PBI SSN	PBI Last	PBI First	PBI DOB	PBI DOD	PBI City	PBI State	Source
[redacted]															
[redacted]															

FMVA - UFCW #1262 Non-Food - CD

Account: [redacted]

Report Date: 06/06/2025-06/12/2025
Download Date: 06/16/2025
Download User: afinkler@fmvaccaro.com

Client SSN	Client Last	Client First	Client DOB	Client City	Client State	Group	Client Use	PBI SSN	PBI Last	PBI First	PBI DOB	PBI DOD	PBI City	PBI State	Source
[redacted]															
[redacted]															

FMVA - UFCW #1262 Non-Food - CD

Account: [redacted]

Report Date: 06/13/2025-06/19/2025
Download Date: 06/20/2025
Download User: afinkler@fmvaccaro.com

Client SSN	Client Last	Client First	Client DOB	Client City	Client State	Group	Client Use	PBI SSN	PBI Last	PBI First	PBI DOB	PBI DOD	PBI City	PBI State	Source
[redacted]															
[redacted]															

FMVA - UFCW #1262 Non-Food - CD

Account: [redacted]

Report Date: 06/20/2025-06/26/2025
Download Date: 06/27/2025
Download User: afinkler@fmvaccaro.com

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FMVA - UFCW #1262 Non-Food - CD

Account: [redacted]

Report Date: 06/27/2025-07/03/2025
Download Date: 07/07/2025
Download User: afinkler@fmvaccaro.com

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FMVA - UFCW #1262 Non-Food - CD

Account: [redacted]

Report Date: 07/04/2025-07/10/2025
Download Date: 07/10/2025
Download User: afinkler@fmvaccaro.com

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FMVA - UFCW #1262 Non-Food - CD

Account: [redacted]

Report Date: 07/11/2025-07/17/2025
Download Date: 07/18/2025
Download User: afinkler@fmvaccaro.com

Client SSN	Client Last	Client First	Client DOB	Client City	Client State	Group	Client Use	PBI SSN	PBI Last	PBI First	PBI DOB	PBI DOD	PBI City	PBI State	Source
[redacted]															

FMVA - UFCW #1262 Non-Food - CD

Account: [redacted]

Report Date: 07/18/2025-07/24/2025
Download Date: 07/25/2025
Download User: afinkler@fmvaccaro.com

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FMVA - UFCW #1262 Non-Food - CD

Account: [redacted]

Report Date: 07/25/2025-07/31/2025
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FMVA - UFCW #1262 Non-Food - CD

Account: [redacted]

Report Date: 08/01/2025-08/07/2025
Download Date: 08/08/2025
Download User: afinkler@fmvaccaro.com

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FMVA - UFCW #1262 Non-Food - CD

Account: [redacted]

Report Date: 08/08/2025-08/14/2025
Download Date: 08/15/2025
Download User: afinkler@fmvaccaro.com

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FMVA - UFCW #1262 Non-Food - CD

Account: [redacted]

Report Date: 08/15/2025-08/21/2025
Download Date: 08/22/2025
Download User: afinkler@fmvaccaro.com

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FMVA - UFCW #1262 Non-Food - CD

Account: [redacted]

Report Date: 08/22/2025-08/28/2025
Download Date: 08/29/2025
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FMVA - UFCW #1262 Non-Food - CD

Account: [redacted]

Report Date: 08/29/2025-09/04/2025
Download Date: 09/05/2025
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FMVA - UFCW #1262 Non-Food - CD

Account: [redacted]

Report Date: 09/05/2025-09/11/2025
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FMVA - UFCW #1262 Non-Food - CD

Account: [redacted]

Report Date: 09/12/2025-09/18/2025
Download Date: 09/19/2025
Download User: afinkler@fmvaccaro.com

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FMVA - UFCW #1262 Non-Food - CD

Account: [redacted]

Report Date: 09/19/2025-09/25/2025
Download Date: 09/29/2025
Download User: afinkler@fmvaccaro.com

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FMVA - UFCW #1262 Non-Food - CD

Account: [redacted]

Report Date: 09/26/2025-10/02/2025
Download Date: 10/06/2025
Download User: afinkler@fmvaccaro.com

No report data found for selected parameters.

FMVA - UFCW #1262 Non-Food - CD

Account: [redacted]

Report Date: 10/03/2025-10/09/2025
Download Date: 10/13/2025
Download User: afinkler@fmvaccaro.com

No report data found for selected parameters.

FMVA - UFCW #1262 Non-Food - CD

Account: [redacted]

Report Date: 10/10/2025-10/16/2025
Download Date: 10/17/2025
Download User: afinkler@fmvaccaro.com

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FMVA - UFCW #1262 Non-Food - CD

Account: [redacted]

Report Date: 10/17/2025-10/23/2025
Download Date: 10/24/2025
Download User: afinkler@fmvaccaro.com

No report data found for selected parameters.

FMVA - UFCW #1262 Non-Food - CD

Account: [redacted]

Report Date: 10/24/2025-10/30/2025
Download Date: 10/31/2025
Download User: afinkler@fmvaccaro.com

No report data found for selected parameters.

FMVA - UFCW #1262 Non-Food - CD

Account: [redacted]

Report Date: 10/31/2025-11/06/2025
Download Date: 11/07/2025
Download User: afinkler@fmvaccaro.com

No report data found for selected parameters.

FMVA - UFCW #1262 Non-Food - CD

Account: [redacted]

Report Date: 11/07/2025-11/13/2025
Download Date: 11/14/2025
Download User: afinkler@fmvaccaro.com

Client SSN	Client Last	Client First	Client DOB	Client City	Client State	Client Zip	Group	Client Use	PBI SSN	PBI Last	PBI First	PBI DOB	PBI DOD	PBI City	PBI State	Source
[redacted]																

FMVA - UFCW #1262 Non-Food - CD

Account: [redacted]

Report Date: 11/28/2025-12/04/2025
Download Date: 12/05/2025
Download User: afinkler@fmvaccaro.com

Client SSN	Client Last	Client First	Client DOB	Client City	Client State	Client Zip	Group	Client Use	PBI SSN	PBI Last	PBI First	PBI DOB	PBI DOD	PBI City	PBI State	Source
[redacted]																

FMVA - UFCW #1262 Non-Food - CD

Account: [redacted]

Report Date: 11/14/2025-11/20/2025
Download Date: 12/05/2025
Download User: afinkler@fmvaccaro.com

No report data found for selected parameters.

FMVA - UFCW #1262 Non-Food - CD

Account: [redacted]

Report Date: 11/21/2025-11/27/2025
Download Date: 12/05/2025
Download User: afinkler@fmvaccaro.com

No report data found for selected parameters.

FMVA - UFCW #1262 Non-Food - CD

Account: [redacted]

Report Date: 12/05/2025-12/11/2025
Download Date: 12/12/2025
Download User: afinkler@fmvaccaro.com

Client SSN	Client Last	Client First	Client DOB	Client City	Client State	Client Zip	Group	Client Use	PBI SSN	PBI Last	PBI First	PBI DOB	PBI DOD	PBI City	PBI State	Source
[redacted]																

FMVA - UFCW #1262 Non-Food - CD

Account: [redacted]

Report Date: 12/12/2025-12/18/2025
Download Date: 12/19/2025
Download User: afinkler@fmvaccaro.com

No report data found for selected parameters.

FMVA - UFCW #1262 Non-Food - CD

Account: [redacted]

Report Date: 12/19/2025-12/25/2025
Download Date: 12/26/2025
Download User: afinkler@fmvaccaro.com

Client SSN	Client Last	Client First	Client DOB	Client City	Client State	Client Zip	Group	Client Use	PBI SSN	PBI Last	PBI First	PBI DOB	PBI DOD	PBI City	PBI State	Source
[redacted]																