UFCW Union Local 919 & Contributing ERs Non-Food Pension Plan
EIN: 51-6129060 PN: 001
Application for Special Financial Assistance

Section D, Item 1 (checklist #22 & #23.a.) – Cover Letter

September 26, 2026

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

Re: Special Financial Assistance Application for the UFCW Union Local 919 & Contributing ERs Non-Food Pension Plan

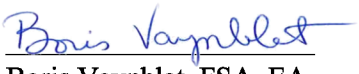
On behalf of the UFCW Union Local 919 & Contributing ERs Non-Food Pension Plan ("UFCW 919 Pension Plan" or "Plan"), please find enclosed an application for $23,101,901 in Special Financial Assistance (SFA) as of March 31, 2025, the SFA Measurement Date.

This amount has been calculated pursuant to the basic method specified in 29 CFR §4262.4(a)(1), as provided by the American Rescue Plan Act (ARPA) of 2021. This letter is intended to serve as a cover letter per Section D, Item (1) of the "General SFA Application Filing Instructions."

The Plan is a multiemployer defined benefit pension plan that was in critical and declining status within the meaning of section 305(b)(6) of ERISA for the 2020 plan year. The Trustee, with guidance from plan professionals, has reviewed the rules and regulations regarding the SFA application and agreed that it is in the best interest of the participants to submit this SFA application. This application has been completed in good faith based on our understanding of ARPA and PBGC's Final Rule issued July 8, 2022.

The plan actuary projects this amount of aid will keep the plan solvent through the plan year ending August 31, 2051, determined based on an SFA Measurement Date of March 31, 2025, participant census data as of August 31, 2024 (as adjusted per the Plan death audit and the PBGC independent death audit), and the actuarial assumptions contained herein.

We appreciate your consideration of this request. Please contact us if you have any questions regarding this application.



Boris Vaynblat, FSA, EA
Fund Actuary, Authorized Representative of the Plan
Rae Consulting
601 Dresher Road, Suite 201
Horsham, PA 19044
boris@rae-consulting.net

Enclosures

cc: Larry Magarik

Section D, Item 2 (checklist #24) - Contact Information for Plan Sponsor and other Authorized Representatives

The following identifies the plan sponsor and authorized representatives of the Plan.

Plan Sponsor Information

Plan Sponsor Information

Board of Trustees of UFCW Union Local 919
& Contributing ERs Non-Food Pension Plan
c/o I.E. Shaffer & Co
830 Bear Tavern Road
West Trenton, NJ 08628

Authorized Trustee

Larry Magarik, Esq.
[redacted]
lmagarik@magariklaw.com
(917)-363-0665

Plan's Authorized Representatives

Plan Actuary
Boris Vaynblat, FSA
Enrolled Actuary No. 26-07445
Rae Consulting
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boris@rae-consulting.net
(215) 773-0900

Plan Administrator
Monica DeRyder
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(800) 792-3666

Section D, Item 3 (checklist #25) – Eligibility Criteria
Explanation of Eligibility for Special Financial Assistance

The plan is eligible for Special Financial Assistance (SFA) under §4262.3(a)(1) of PBGC's SFA regulation, and the Specified Year is 2020. The plan became insolvent in February 2014. Although the Plan did not file a zone certification for 2020, it satisfies the conditions of critical and declining status within the meaning of section 305(b)(6) of ERISA for the 2020 plan year. Please refer to the SFA eligibility certification (checklist #31) provided in the submission for more detail.

The plan was terminated by mass withdrawal of all employers as of August 31, 2001. The U.S. Second Circuit Court of Appeals ruled that multiemployer pension plans that previously terminated through a mass withdrawal are not excluded from applying for SFA. This plan is in the jurisdiction of the U.S. Second Circuit Court of Appeals. Please see the attached letter from Fund Counsel.

Section D, Item 5 (checklist #27) – Narrative Description of Future Contributions and Withdrawal Liability Payments

The plan was terminated by mass withdrawal of all employers as of August 31, 2001. As there are no contributing employers in the plan, no future contributions are expected. All previously withdrawn employers have either fully satisfied their withdrawal liability, or the withdrawal liability has been determined to be uncollectible. Therefore, there are no assumed withdrawal liability payments from previously withdrawn employers.

Section D, Item 6(a) (checklist #28a) – Assumptions for SFA Eligibility Determination

The plan is eligible for SFA under § 4262.3(a)(1) of PBGC's SFA regulation as the Plan was in critical and declining status within the meaning of section 305(b)(6) of ERISA for the 2020 plan year. The assumptions incorporated in the determination of whether the Plan was in critical and declining status for the 2020 plan year, within the meaning of section 305(b)(6), are the same (excluding the plan's non-SFA and SFA interest rates) as those reflected in the September 1, 2017 valuation report, the most recent certification of plan status before January 1, 2021, except for the discount rate. For purposes of this determination, a discount rate of 1.98% was used, representing the ERISA section 4044 interest rate as of September 1, 2020 for the first 20 years. This interest rate is more appropriate for a September 1, 2020 measurement date. Additionally, because they were known, actual benefit payments and administrative expenses for plan years beginning 2020 through 2024 were reflected.

Since the assumptions used to determine such eligibility are the same as the assumptions used in the most recent certification before January 1, 2021, no additional information is required to be provided under this item.

Section D, Item 6(b) (checklist #28b) – Assumptions for SFA Amount Determination

Some of the assumptions/methods used to determine the SFA amount are different from those used in the most recent actuarial certification of plan status before January 1, 2021. The following section identifies which assumptions/ methods are different and provides detailed explanations and supporting rationale why the identified original assumptions are no longer reasonable and why the changed assumptions are reasonable.

Note that the information provided below is a more detailed explanation than the summary provided in Section C, Item (7)b (e.g., Template 7b).

Acceptable (Section III) Assumption Changes

Mortality Tables
The mortality assumption used for the September 1, 2017 valuation was as follows:

- The UP-94 Mortality Table with projected improvement to 2027 at Scale AA

The mortality assumption used for the baseline and final SFA determination is as follows:

- Pri-2012 amount-weighted Blue Collar Employee table for non-annuitants,
- Pri-2012 amount-weighted Blue Collar Retiree table for non-disabled retirees,
- Pri-2012 amount-weighted Blue Collar Contingent Survivor table for contingent survivors, and
- Pri-2012 amount-weighted Disabled Retiree table for disabled annuitants.

The mortality table used for the September 1, 2017 valuation was developed using mortality experience data from the 1980's. The revised assumption updates this basis to a table constructed from 2010–2014 experience data. This update incorporates additional years of observation and reflects the underlying population and longevity trends captured in the more recent study. The revised assumption is reasonable because it is based on a published table reflecting updated demographic experience, making it representative of expected future mortality experience. The proposed change conforms to an "acceptable assumption change" as detailed in PBGC's Assumption Guidance.

Mortality Improvement Tables
The September 1, 2017 valuation reflected future mortality improvements through 2027.

For baseline and final SFA determination purposes, assumed mortality improvements are reflected by adjusting the Pri-2012 mortality tables to 2025 using Scale MP-2021 and reflecting generational improvements post 2025.

The mortality improvement assumption used for the September 1, 2017 valuation reflected future mortality improvements projected through 2027, without continuous ongoing improvements thereafter. The revised assumption adopts a full generational mortality improvement scale, based on both a participant's current age and their birth year. This approach is reasonable because it is based on recent mortality improvement studies and incorporates continuous, cohort-specific improvement patterns. The proposed change conforms to an "acceptable assumption change" as detailed in PBGC's Assumption Guidance.

Other Assumption Changes

Interest Rates
The September 1, 2017 valuation reflected interest rates of 2.44% for the first 20 years and 2.74% thereafter. For baseline SFA determination purposes, the same assumptions were reflected.

For final SFA determination purposes, applicable interest rates of 7.48% for non-SFA assets and 5.93% for SFA assets were used. These represent the highest allowable rates for the Plan's SFA measurement date. The non-SFA asset interest rate is limited to 200 basis points (2.00%) above the lowest applicable interest rate under ERISA §303(h)(2)(C)(iii) for the applicable four-month period, while the SFA asset interest rate is limited to 67 basis points (0.67%) above the lowest average of the three interest rates specified in ERISA §303(h)(2)(C)(i), (ii), and (iii) for the applicable four-month period. The applicable rates are based on rates published by the IRS as of the day before the Plan's initial SFA application is filed.

The interest rate assumption used for the September 1, 2017 valuation reflected market conditions and a measurement framework specific to that date, applying ERISA §4044 assumptions for terminated plans. For the March 31, 2025 measurement date, interest rates have changed substantially, and the valuation methodology reflects an ongoing plan measurement framework for SFA purposes. The revised assumption is reasonable because it updates the interest rate basis to reflect prevailing financial market conditions and the appropriate regulatory framework as of the March 31, 2025 measurement date.

Forms of Payment

The September 1, 2017 valuation reflected an assumption of Joint and 50% Survivor annuity for terminated vested married participants and single life annuity for terminated vested non-married participants.

The same assumption was reflected for SFA baseline determination.

For final SFA determination purposes, the following forms of payment were assumed for terminated vested participants. This assumption was based on actual retirement experience in the five years preceding the SFA measurement date.

	5-Year Experience		
Form of Payment	**Count**	**Election %**	**SFA Assumption**
SLA	55	72%	70%
50% J&S	21	28%	30%
10 Year Cert & Cont.	0	0%	0%

The revised assumption is reasonable because it directly reflects recent plan-specific experience data, making it representative of anticipated future payment elections.

Missing Terminated Vested Participants

The September 1, 2017 valuation did not exclude any older terminated vested participants. The same assumption is reflected for baseline SFA determination.

For final SFA determination purposes, terminated vested participants age 85 or older are excluded under the assumption that they will never collect their pension.

The revised assumption is reasonable because it excludes ultra-elderly inactive participants who are highly unlikely to ever claim benefits, making the census data more representative of expected future plan liabilities.

Late Retirement Adjustments for Terminated Vested Participants over NRD

The September 1, 2017 valuation reflected no late retirement increases for terminated vested participants past normal retirement age since such increases are not allowed for insolvent plans. For such participants, a retroactive payment was paid for payments from normal retirement to benefit commencement date.

The same assumption was reflected for SFA baseline determination.

For final SFA determination purposes, an actuarial increase assumption was reflected, based on the Plan's actuarial equivalence basis. After receipt of SFA, the Plan will be required to provide

such late retirement adjustments. Such late retirement adjustments are reflected from normal retirement age to the participant's assumed retirement age, or Required Beginning Age, if earlier. The Plan will be following these administrative calculation procedures following receipt of SFA funding.

The revised assumption is reasonable because it aligns with the Plan's post-SFA administrative requirements to provide required actuarial late retirement adjustments to participants who work past Normal Retirement Age.

RASD for Terminated Vested Participants over Required Beginning Age (70 ½)
The September 1, 2017 valuation reflected no retroactive catch-up payments for terminated vested participants who commence benefits after their Required Beginning Age. The same assumption was reflected for SFA baseline determination.

For final SFA determination purposes, retroactive payments (including interest only) are reflected for terminated vested participants over Required Beginning Age, from their Required Beginning Age to their assumed retirement age. The Plan will be following these administrative calculation procedures following receipt of SFA funding.

The revised assumption is reasonable because it incorporates the retroactive catch-up payments and interest required under the Plan's post-SFA administrative calculation procedures for participants commencing benefits past their Required Beginning Age.

Administrative Expenses
The September 1, 2017 actuarial valuation expressed administrative expenses as a present value load on liabilities and did not contain an annual administrative expense assumption.

For SFA baseline determination purposes, an administrative expense assumption was established, equal to the assumption used for final SFA determination purposes, provided it is a reasonable assumption, as explained below.

The final assumption for SFA determination purposes for the period March 31, 2025 to August 31, 2025 is based on proration of plan year ending 2025 actual expenses, plus PBGC Premium expenses as those would have been paid in May 2025.

The final assumption for SFA determination purposes starting in the plan year beginning September 1, 2025 and ending August 31, 2026 is equal to actual plan expenses paid, plus PBGC Premium expenses as those would have been paid in June 2026.

The final assumption for SFA determination purposes starting in the plan year beginning September 1, 2026 is equal to the sum of (i) PBGC premiums, (ii) Other Expenses, and (iii) SFA-related expenses, with the total expenses limited to 30% of expected benefit payments.

The revised assumption is reasonable because it incorporates explicit, itemized administrative and operational costs - reflecting historical expense levels, anticipated SFA-specific compliance needs, and mandatory PBGC premiums - while remaining capped at a prudent percentage of expected benefit payments.

Below are actual expenses for each of the last five years:

	Actual for Plan Year Ending August 31,				
Type	**2022**	**2023**	**2024**	**2025**	**2026**
TPA fees	60,000	60,000	64,500	67,376	71,650
Trustee fees	3,120	7,740	14,180	18,045	12,735
Accounting fees	6,000	6,000	7,400	7,000	7,000
Actuary fees	7,665	21,085	14,880	9,870	14,319
Legal fees	1,500	2,250	6,361	9,150	8,550
Insurance	5,354	7,216	5,555	4,916	6,322
Office expenses	5,941	446	-	-	385
Bank charges	-	-	-	-	-
Miscellenous	-	-	-	-	-
Investment Consultant	-	-	-	-	-
Subtotal	89,580	104,737	112,876	116,357	120,961
PBGC Premiums	-	-	-	-	-
Total, with PBGC Prem	89,580	104,737	112,876	116,357	120,961

Below is the summary of the anticipated expenses for the year of the SFA application and the following two years. Other Expenses for plan year ending in 2027 were developed on historic and/or anticipated expenses. Other Expenses for plan year ending in 2028 and thereafter were increased by 2.5%. SFA-related expenses and investment consultant fees were estimated based on other similar sized plans. Other Expenses in plan year ending 2029 and later years were increased by 2.5%, subject to a maximum as explained below.

	Plan Year Ending August 31,								
	2027			2028			2029		
Type	**Other & PBGC**	**SFA**	**Total**	**Other & PBGC**	**SFA**	**Total**	**Other & PBGC**	**SFA**	**Total**
TPA fees	74,800	10,000	84,800	76,670	30,000	106,670	78,587	-	78,587
Trustee fees	10,000	10,000	20,000	10,250	5,000	15,250	10,506	-	10,506
Accounting fees	7,000	-	7,000	7,175	-	7,175	7,354	-	7,354
Actuary fees	10,000	50,000	60,000	10,250	15,000	25,250	10,506	13,000	23,506
Legal fees	5,000	-	5,000	5,125	-	5,125	5,253	-	5,253
Insurance	6,000	-	6,000	6,150	-	6,150	6,304	-	6,304
Office expenses	-	-	-	-	-	-	-	-	-
Bank charges	2,000	-	2,000	2,050	1,500	3,550	2,101	1,538	3,639
Miscellenous	-	-	-	-	-	-	-	-	-
Investment Consultant	-	-	-	-	20,000	20,000	-	20,500	20,500
Subtotal	114,800	70,000	184,800	117,670	71,500	189,170	120,612	35,038	155,649
PBGC Premiums	33,680	-	33,680	33,497	-	33,497	33,284	-	33,284
Total, with PBGC Prem	148,480	70,000	218,480	151,167	71,500	222,667	153,896	35,038	188,933

PBGC Premiums

PBGC Premiums are based on the August 31, 2024 participant counts (adjusted for PBGC independent death audit results), projected to future years based on actuarial expected decrements, and premium rates reflecting known rates in plans years beginning 2024-2026 and 2031 of $37, $39, $40, and $51 respectively. In years other than those beginning in 2024-2026 and 2031, PBGC premium rates are assumed to increase by 2.5% per year.

PBGC Premiums from March 31, 2025 (SFA Measurement Date) to August 31, 2025 are equal to a full year of premiums, as such premiums would have been paid in May 2025.

The 2.5% assumption is reasonable and conservative as it is (i) lower than the 10-year geometric averages through 2021-2024 of increases in the National Average Wage Index used to determine PBGC premium rate increases, as shown in the table below, and (ii) also lower than the intermediate projections of the National Average Wage increases per the 2026 Annual Report of the Board of Trustees of the Federal Old-Age and Survivors Insurance and Federal Disability Insurance Trust Funds, which average 4.19% from 2025-2035, and 3.57% from 2035-2100.

Year	Wage Index[1]	Ratio to Prior Yr	Year	Wage Index[1]	Ratio to Prior Yr	10-yr Avg Increase
2012	44,321.67	n/a	2019	54,099.99	1.0375	n/a
2013	44,888.16	1.0128	2020	55,628.60	1.0283	n/a
2014	46,481.52	1.0355	2021	60,575.07	1.0889	3.5%
2015	48,098.63	1.0348	2022	63,795.13	1.0532	4.0%
2016	48,642.15	1.0113	2023	66,621.80	1.0443	4.1%
2017	50,321.89	1.0345	2024	69,846.57	1.0484	4.2%
2018	52,145.80	1.0362				

Other Expenses

Other Expenses from March 31, 2025 (SFA Measurement Date) to August 31, 2025, are equal 5/12^{ths} of actual administrative expenses for the plan year ending in 2025.

Other Expenses for plan year beginning ending August 31, 2026 are equal actual (unaudited) fees, as provided by the fund administrator.

Other Expenses for plan year beginning September 1, 2026 are set based on known and anticipated retainer and non-retainer fees. Such expenses are then increased by 2.5% per year through the plan year ending August 31, 2051. The 2.5% inflation assumption is reasonable and supported by the following economic data:

[1] Source: https://www.ssa.gov/oact/cola/AWI.html

- 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, with both higher 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 expectations (20-year) as 2.40%.

- According to Federal Reserve Economic Data (FRED), as maintained by the Federal Reserve Bank of St. Louis, the expected inflation rate (as of August 2026) for the next 25 years is 2.55%. This estimate is based on Treasury yields, inflation data, inflation swaps, and survey-based measures of inflation expectations.

- Historic trends: The 2.5% per year inflation assumption is lower than the CPI-U inflation rates, not seasonally adjusted, for the Northeast region in all 36 months preceding July 2026. Average inflation has exceeded 2.5% in every 5-year period over the past 50 years.

SFA-Related Expenses

Assumed SFA-related expenses are categorized into the following groups:

- Application Year (years ending 2026 and 2027). Anticipated additional expenses related to the preparation and submission of SFA application, census data preparation and supporting information by third party administrator, trustee involvement in process oversight, and actuarial efforts to prepare the SFA application.

- Implementation Year (year ending 2027). Anticipated third party administrator efforts related to processing retroactive make up payments, coordination with other vendors such as the custodian, investment consultant and trustee regarding SFA investments, additional participant communications, continued trustee involvement in decision-making, actuarial support with retroactive make up payments, drafting ad review of participant communications, and related reporting, and higher bank custodian fees upon receipt of SFA funds.

- Asset Management (year ending 2027 and later). Plan will need to hire an investment consultant to manage and oversee the asset allocation of SFA assets within regulatory

framework. The plan had virtually no assets before SFA and there was no need for an investment consultant. These fees are assumed to increase at 2.5% per year.

- Actuarial Fees (years ending 2028 and later). Actuary will need to prepare and/or assist with annual statements of compliance following receipt SFA and coordinate with PBGC on compliance efforts. These fees are assumed to increase at 2.5% per year.

- Bank Fees (years ending 2027 and later). Custodian fees will increase following receipt of SFA assets. These fees are assumed to increase at 2.5% per year.

Cap on Annual Expenses

PBGC guidance recommends that administrative expenses be capped at 15% of expected benefit payments, based on expected annual benefit payments being less than $5 million. A 15% cap assumption is not reasonable for this plan. The Plan's recent historical expenses have been near 15%; however, post SFA approval, the Plan will need to pay PBGC premiums, hire and pay an investment consultant, and pay the fund actuary for SFA compliance work. These additional expenses represent about 14% of expected benefit payments in the near term.

Over the next few years, administrative expenses as a percentage of benefit payments will increase as administrative expenses are expected to increase with inflation whereas benefit payments are expected to decline as retirees pass away, with such percentage reaching 30% by 2043.

For final SFA determination purposes, a cap equal to 30% of expected benefit payments is reflected. It is unreasonable to assume that vendors will be able to reduce their fees to just 15% of expected benefit payments.

Census Data Adjustments

Plan Death Audit and PBGC Independent Death Audit

SFA instructions require that the August 31, 2024 census data is used, and that it be adjusted for Plan death audit results and PBGC independent death audit results. The baseline SFA projections do not reflect any adjusted per such death audits.

The final projections in the SFA application reflect the August 31, 2024 participant census data, adjusted for Plan death audit results and PBGC independent death audit results.

Section D, Item 7 (checklist #29a) – Reinstatement of ERISA 4245(a) Suspensions

Effective as of the first month in which special financial assistance is paid to the Plan, the Plan intends to reinstate all benefits that were suspended under section 4245(a) of ERISA starting February 1, 2014, the date of plan insolvency.

The Plan will 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 benefits that were not paid because of the suspension, with no actuarial adjustment or interest.

Such payment will 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.

The aggregate amount of such suspensions through March 31, 2025, the SFA measurement date, is $1,141,943. An additional amount will be paid for ERISA 4245(a) suspensions occurring from April 2025 through the month preceding the restoration of full benefit levels following the Plan's receipt of special financial assistance.

September 18, 2026

Board of Trustees
UFCW Union Local 919 & Contributing ERs Non-Food Pension Plan
830 Bear Tavern Road
West Trenton, NJ 08628

To whom it may concern:

This is an actuarial certification for a multiemployer pension plan, per ERISA Section 305 and IRC Section 432, ERISA §4262.3(a)(1), and in conformance with the Pension Protection Act of 2006, as subsequently amended.

Plan:	UFCW Union Local 919 & Contributing ERs Non-Food Pension Plan
EIN/PN:	22-6077641 / 001
Plan Sponsor Info:	830 Bear Tavern Road West Trenton, NJ 08628 (800) 792-3666

I hereby certify that the Plan meets the Special Financial Assistance eligibility requirements under §4262.3(a)(1), in that the Plan is in critical and declining status within the meaning of section 305(b)(6) of ERISA for the plan year beginning September 1, 2020.

The enclosed exhibits document the assumptions, methods, plan provisions, and results used to support the actuarial certification.

In my opinion, the calculations are based on reasonable actuarial assumptions and methods and offer the best estimate of anticipated experience under the Plan. The measurements and assumptions used to prepare this certification may not be appropriate for other purposes.

I meet the Qualification Standards for Actuaries Issuing Statements of Actuarial Opinion in the United States and I am qualified to render the actuarial opinion herein.



Boris Vaynblat, FSA, EA
Consulting Actuary

Enrolled Actuary No. 26-7445
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Horsham, PA 19044
215-773-0900

UFCW Union Local 919 & Contributing ERs Non-Food Pension Plan
SFA Eligibility Certification
Plan Year Beginning September 1, 2020

The Plan is in critical and declining status within the meaning of section 305(b)(6) of ERISA, as it satisfies at least one of the statutory tests for critical status under 305(b)(2) and the Plan is projected to become insolvent within 15 years.

Initial Critical Status Tests (Red Zone)	**Result**
1. Funding deficiency projected within four years (without 431(d) extension)	n/a
2. Funding deficiency projected within five years (without 431(d) extension), and Present value of vested benefits for inactives more than for actives, and Contributions less than normal cost plus interest on unfunded actuarial accrued liability	n/a
3. Market value plus 5-year present value of contributions less than 5-year present value of benefit payments and administrative expenses	Yes
4. Funded percentage is less than 65%, and Funding deficiency projected within five years (without 431(d) extension), or Market value plus 7-year present value of contributions less than 7-year present value of benefit payments and administrative expenses	n/a
Plan in Critical Status, prior to Emergence Tests (Yes to either 1,2,3, or 4)	**Yes**

Critical and Declining Status Tests	
1. Plan in Critical Status, and	Yes
2. Projected insolvency within 15 years, or	Yes
3. Projected insolvency within 20 years, and Ratio of inactives to actives is at least 2 to 1, or Funded percentage is less than 80%	Yes
Plan is in Critical and Declining Status (Yes to 1 and 2 or Yes to 1 and 3)	**Yes**

UFCW Union Local 919 & Contributing ERs Non-Food Pension Plan
SFA Eligibility Certification
Plan Year Beginning September 1, 2020

Plan Year Beginning	(i) Contributions	(ii) Benefits	(iii) Expenses
2020	$ -	$ 1,798,448	$ 88,446
2021	$ -	$ 1,756,173	$ 89,580
2022	$ -	$ 1,679,167	$ 104,737
2023	$ -	$ 1,620,346	$ 112,876
2024	$ -	$ 1,665,319	$ 116,357
a) Present Value	$ -	$ 8,043,353	$ 481,471

b) Discount Rate	1.98%
c) Market Value of Assets as of September 1, 2020	$ 209,776
d) Market value, plus 5-year present value of contributions (i)	$ 209,776
e) 5-year present value of benefit payments (ii) and expenses (iii)	$ 8,524,824
(f) Market value plus 5-year present value of contributions (d) less than 5-year present value of benefit payments and expenses (e)?	Yes

The actuarial assumptions, methods and plan provisions used in this certification are the same as those used in the actuarial valuation as of September 1, 2017, except for the following items:

-- Discount rate used to calculate present values of (i), (ii), and (iii) of 1.98% was used, which is the applicable ERISA 4044 interest rate as of September 1, 2020 for the first 20 years.

--Actual benefit payments and expenses were reflected.

UFCW Union Local 919 & Contributing ERs Non-Food Pension Plan
EIN: 51-6129060 PN: 001
Application for Special Financial Assistance
Section E, Item (5) - Checklist Item 34.a.

Certification by Plan's Enrolled Actuary Certifying SFA Amount

This is a 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. I hereby certify that:

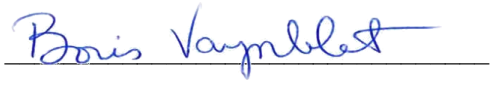
(i) The UFCW Union Local 919 & Contributing ERs Non-Food Pension Plan is entitled to the requested $23,101,901 of SFA aid under ARPA as of March 31, 2025. The amount being requested does not include interest from the SFA measurement date of March 31, 2025 to the date of payment by PBGC.

(ii) The SFA amount is calculated using participant data as of August 31, 2024 (adjusted per PBGC Independent Death Audit), as provided by the Fund Administrator, an SFA measurement date of March 31, 2025, and the fair market value of assets as of the SFA measurement date as provided by PNC Bank. The assumption and methods used are generally those used in the September 1, 2017 valuation report, which is included with this application, with the exception of certain assumption changes as outlined in Template 7.

(iii) There is no significant bias in any of the assumptions used to calculate the final SFA amount.

(iv) Census data used as of the August 31, 2024 (and after reflecting the death audit results in Section B(9)), includes 647 retirees and beneficiaries, 243 terminated vested participants not yet in pay status, and no active participants.

(v) The calculation of the SFA aid has been prepared in accordance with generally accepted actuarial principles and practices. As the plan actuary for this pension plan, I am qualified to render this actuarial opinion and have no conflicts of interest that may impair the objectivity of my work. I further certify that I meet the Qualification Standards of the American Academy of Actuaries to render the actuarial opinion contained herein.



Boris Vaynblat, FSA, EA
Plan Actuary
Enrolled Actuary 26-07445
Rae Consulting
601 Dresher Road, Suite 201
Horsham, PA 19044
boris@rae-consulting.net

UFCW Union Local 919 & Contributing Employers Non-Food Pension Fund
EIN: 51-6129060 PN:001
Application for Special Financial Assistance
Section E, Item (6) – Checklist #35

Fair Market Value Certification

On behalf of the UFCW Union Local 919 & Contributing Employers Non-Food Pension Fund, I hereby certify that the Fund's fair market value of assets as of March 31, 2025 ("SFA Measurement Date") is $411,608.47, and I further certify that this amount is accurate. Enclosed is the Bank of America checking account statement showing the aforementioned balance as of March 31, 2025.

A reconciliation of the fair market value from the most recent audited value of August 31, 2024 to the March 31, 2025 value is provided below.

Cash Value 8/31/2024	$	573,091
Payables and Accrued Expenses		(12,500)
Fair Market Value 8/31/2024	$	560,591
Income 9/1/2025 – 3/31/2025		
Miscellaneous Income	$	812,000
Total Income	$	812,000
Expenses 9/1/2025 – 3/31/2025		
Benefit Expense	$	(899,399)
Administrator Expenses		(32,250)
Taxes		(20,177)
Trustee Expenses		(4,140)
Audit		(3,500)
Consulting Fees		(2,765)
Actuarial Fees		(2,695)
Legal		(1,950)
Insurance		(800)
Total Expenses	$	(967,676)
Accrual to Cash Adjustment	$	6,693
Fair Market Value 3/31/2025	$	411,608

Larry Magno — Trustee Name

9/25/20 — Date

BANK OF AMERICA

P.O. Box 15284
Wilmington, DE 19850

Customer service information

Customer service: 1.888.400.9009

bankofamerica.com

Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

UFCW UNION LOCAL 919 & CONTRIBUTING
EMPLOYERS NON-FOOD PENSION FUND
PO BOX 1028
TRENTON, NJ 08628-0230

Your Full Analysis Business Checking - Small Business

for March 1, 2025 to March 31, 2025 Account number: [redacted]

UFCW UNION LOCAL 919 & CONTRIBUTING EMPLOYERS NON-FOOD PENSION FUND

Account summary

Beginning balance on March 1, 2025	$548,354.89
Deposits and other credits	268.84
Withdrawals and other debits	-112,686.56
Checks	-24,328.70
Service fees	-0.00
Ending balance on March 31, 2025	**$411,608.47**

# of deposits/credits: 3

# of withdrawals/debits: 86

# of days in cycle: 31

Average ledger balance: $427,866.07

IMPORTANT INFORMATION:
BANK DEPOSIT ACCOUNTS

How to Contact Us - You may call us at the telephone number listed on the front of this statement.

Updating your contact information - We encourage you to keep your contact information up-to-date. This includes address, email and phone number. If your information has changed, the easiest way to update it is by visiting the Help & Support tab of Online Banking.

Deposit agreement - When you opened your account, you received a deposit agreement and fee schedule and agreed that your account would be governed by the terms of these documents, as we may amend them from time to time. These documents are part of the contract for your deposit account and govern all transactions relating to your account, including all deposits and withdrawals. Copies of both the deposit agreement and fee schedule which contain the current version of the terms and conditions of your account relationship may be obtained at our financial centers.

Electronic transfers: In case of errors or questions about your electronic transfers - If you think your statement or receipt is wrong or you need more information about an electronic transfer (e.g., ATM transactions, direct deposits or withdrawals, point-of-sale transactions) on the statement or receipt, telephone or write us at the address and number listed on the front of this statement as soon as you can. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

- Tell us your name and account number.
- Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

For consumer accounts used primarily for personal, family or household purposes, we will investigate your complaint and will correct any error promptly. If we take more than 10 business days (10 calendar days if you are a Massachusetts customer) (20 business days if you are a new customer, for electronic transfers occurring during the first 30 days after the first deposit is made to your account) to do this, we will provisionally credit your account for the amount you think is in error, so that you will have use of the money during the time it will take to complete our investigation.

For other accounts, we investigate, and if we find we have made an error, we credit your account at the conclusion of our investigation.

Reporting other problems - You must examine your statement carefully and promptly. You are in the best position to discover errors and unauthorized transactions on your account. If you fail to notify us in writing of suspected problems or an unauthorized transaction within the time period specified in the deposit agreement (which periods are no more than 60 days after we make the statement available to you and in some cases are 30 days or less), we are not liable to you and you agree to not make a claim against us, for the problems or unauthorized transactions.

Direct deposits - If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you may call us to find out if the deposit was made as scheduled. You may also review your activity online or visit a financial center for information.

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Bank of America, N.A. Member FDIC and  **Equal Housing Lender**

Deposits and other credits

Date	Transaction description	Customer reference	Bank reference	Amount
03/03/25	UFCW LOC 919 & C DES:REVERSAL FL# [redacted] INDN:SETT-BATCH [redacted] CO ID:[redacted] CCD BATCH DESC:ONTR EMP PENSION		[redacted]	119.32
03/03/25	UFCW LOC 919 & C DES:REVERSAL FL# [redacted] INDN:SETT-BATCH [redacted] CO ID:[redacted] CCD BATCH DESC:ONTR EMP PENSION		[redacted]	74.76
03/04/25	UFCW LOC 919 & C DES:RETURN ID:[redacted] INDN:SETT-ACH DETAIL RETURN CO ID:[redacted] CCD BATCH DESC:ONTR EMP PENSION		[redacted]	74.76
Total deposits and other credits				**$268.84**

Withdrawals and other debits

Date	Transaction description	Customer reference	Bank reference	Amount
03/03/25	UFCW LOC 919 & C DES:BEN PAYMT FL# [redacted] INDN:SETT-BATCH [redacted] CO ID:[redacted] CCD BATCH DESC:ONTR EMP PENSION		[redacted]	-109,697.86
03/03/25	IRS DES:USATAXPYMT ID:[redacted] INDN:UFCW UNION LOCAL 919 & CO ID:[redacted] CCD		[redacted]	-2,702.11
03/03/25	STATE OF CT DRS DES:BUS DIRPAY ID:[redacted] INDN:LOCAL 919 NON FOOD PEN CO ID:[redacted] CCD		[redacted]	-286.59
Total withdrawals and other debits				**-$112,686.56**

Checks

Date	Check #	Bank reference	Amount
03/19	384	[redacted]	-89.51
03/25	386*		-120.56
03/12	884*		-5,375.00
03/19	885		-800.00
03/24	886		-2,695.00
03/17	17791*		-75.90
03/24	17871*		-216.63
03/11	17879*		-65.83
03/31	17908*		-395.86
03/10	17936*		-372.72
03/04	17958*		-124.78
03/06	17959		-249.57
03/24	17960		-216.63
03/10	17961		-102.96
03/17	17962		-158.00
03/03	17963		-141.52
03/04	17965*		-35.38
03/05	17966		-450.00
03/11	17968*		-65.83
03/17	17969		-75.90
03/03	17971*		-214.85
03/05	17972		-375.37
03/31	17974*		-527.64
03/07	17975		-275.04
03/24	17976		-56.65
03/10	17977		-187.93
03/03	17978		-281.31
03/31	17979		-375.45
03/21	17980		-136.51
03/05	17981		-254.00
03/03	17982		-162.75
03/03	17984*		-220.00
03/03	17985		-40.00
03/03	17986		-196.27
03/03	17987		-94.04
03/06	17988		-186.05
03/07	17989		-294.01
03/03	17990		-42.19
03/03	17991		-133.18
03/10	17992		-308.92
03/03	17994*	[redacted]	-47.65
03/04	17996*		-41.21
03/31	17997		-395.86
03/03	17999*		-98.40
03/05	18000		-63.50
03/07	18002*		-182.82
03/05	18004*		-120.56
03/05	18005		-67.59
03/03	18006		-93.93
03/04	18008*		-304.38
03/05	18009		-172.01
03/03	18010		-222.00
03/07	18011		-140.00
03/04	18012		-300.98
03/03	18013		-166.95
03/03	18014		-173.47
03/03	18016*		-189.02
03/03	18017		-129.85
03/18	18018		-155.00
03/03	18019		-113.74
03/05	18021*		-365.99
03/03	18022		-271.62
03/03	18023		-85.00
03/10	18024		-372.72
03/03	18025		-49.55
03/14	18026		-210.13
03/03	18027		-212.10
03/03	18028		-285.00
03/06	18032*		-150.50
03/03	18033		-72.58
03/14	18034		-55.00
03/11	18035		-166.03
03/07	18036		-117.42
03/04	18037		-326.36
03/05	18038		-92.33
03/10	18040*		-150.00
03/11	18041		-196.00
03/03	18042		-148.59
03/06	18043		-408.70
03/03	18044		-358.49

continued on the next page

Checks - continued

Date	Check #	Bank reference	Amount
03/10	18045	[redacted]	-395.31
03/10	18046	[redacted]	-166.84
03/31	18055*	[redacted]	-303.78

Total checks **-$24,328.70**

Total # of checks **83**

* *There is a gap in sequential check numbers*

Daily ledger balances

Date	Balance ($)	Date	Balance($)	Date	Balance ($)
03/01	548,354.89	03/10	424,537.17	03/19	417,049.04
03/03	431,618.36	03/11	424,043.48	03/21	416,912.53
03/04	430,560.03	03/12	418,668.48	03/24	413,727.62
03/05	428,598.68	03/14	418,403.35	03/25	413,607.06
03/06	427,603.86	03/17	418,093.55	03/31	411,608.47
03/07	426,594.57	03/18	417,938.55		

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United Food and Commercial Workers' Union Local 919 and Contributing Employers' Non-Food Pension Plan
EIN: 51-6129060 PN: 001
Application for Special Financial Assistance
Section E, Item (10) - Checklist #39

Penalty of Perjury Statement *(Pursuant to PBGC Regulation §4262.6(b)(2))*

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 United Food and Commercial Workers' Union Local 919 and Contributing Employers' Non-Food 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.

Larry Magarik, Authorized Trustee

AMENDMENT 2026-2 TO THE
UFCW UNION LOCAL 919 & CONTRIBUTING ERS NON-FOOD PENSION PLAN

Background

1. The Board of Trustees of the UFCW Union Local 919 & Contributing ERs Non-Food Pension Plan (the "Board") has applied to the Pension Benefit Guaranty Corporation ("PBGC") under section 4262 of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), and 29 C.F.R. § 4262 for special financial assistance for the UFCW Union Local 919 & Contributing ERs Non-Food Pension Plan (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. Article IX, Section 9.1 of the Plan authorizes the Trustees of the Plan to amend the Plan.

Amendment

The Plan is amended by adding a new Section 14 and Section 14.01 to read as follows:

SECTION 14: "AMERICAN RESCUE PLAN ACT PROVISIONS"

"14.01 <u>Administration in Accordance with ARPA</u>

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."

Larry Magarik, Trustee

AMENDMENT TO THE
UNITED FOOD AND COMMERCIAL WORKERS' UNION LOCAL 919
AND CONTRIBUTING EMPLOYERS' NON-FOOD PENSION PLAN
TO REINSTATE SUSPENDED BENEFITS

Background

1. The undersigned, constituting the Board of Trustees ("Board") of the United Food and Commercial Workers' Union Local 919 and Contributing Employers' Non-Food Pension Plan (the "Plan) is applying 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)(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 9.1 of the United Food and Commercial Workers' Union Local 919 and Contributing Employers' Non-Food Pension Plan as Restated September 1, 2014, and thereafter amended (the "Plan Document"), the undersigned Board has the power to amend the Plan Document.

Amendment

The Plan Document is amended by adding a new Section 9.5 and new Section 9.6 to read as follows:

9.5

Effective as of the first month in which special financial assistance is paid to the Plan and subject to the Plan receiving sufficient special financial assistance to pay the benefit provided herein, the Plan shall reinstate all benefits that were suspended under section 305(e)(9) or 4245(a) of ERISA. 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 the Participant's or Beneficiary's 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.

9.6

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 governing document, 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.

Larry Magarik
Trustee

Date: 7/24/26

UNITED FOOD AND COMMERCIAL WORKERS' UNION LOCAL 919 AND CONTRIBUTING EMPLOYERS' NON-FOOD PENSION PLAN CERTIFICATION THAT THE PLAN AMENDMENT TO REINSTATE SUSPENDED BENEFITS WILL BE TIMELY ADOPTED

As required by 29 C.F.R. § 4262.7(e)(2) for the application ("Application") for special financial assistance for the United Food and Commercial Workers' Union Local 919 and Contributing Employers' Non-Food Pension Plan (the "Plan"), the undersigned, constituting the Board of Trustees of the Plan, hereby certifies that the proposed amendment to the United Food and Commercial Workers' Union Local 919 and Contributing Employers' Non-Food Pension Plan as Restated September 1, 2014, as amended, to reinstate benefits under the Plan that have been 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.

Larry Magarik
Trustee

Date: 7/21/26

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

v20240717p

Plan name: UFCW Union Local 919 & Contributing ERs Non-Food Pension Plan
EIN: 51-6129060
PN: 001

SFA Amount Requested: $23,101,901

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
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	If a "lock-in" application was filed, provide the filing date. 6/30/25	N/A	N/A
e.		Has this plan been terminated?	Yes No	Yes	N/A	N/A	If terminated, provide date of plan termination. 8/31/01	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	UFCW 919 Plan Document 2014	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	UFCW 919 Trust Agreement 1993	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	Yes	UFCW 919 IRS Determination Letter 2012	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	2017AVR UFCW 919 2022AVR UFCW 919	N/A		Most recent actuarial valuation for the plan	*YYYYAVR Plan Name*

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

v20240717p

Plan name: UFCW Union Local 919 & Contributing ERs Non-Food Pension Plan
EIN: 51-6129060
PN: 001

SFA Amount Requested: $23,101,901

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

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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
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	Not applicable	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	2024Form5500 UFCW 919	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	Terminated plan; zone certifications not required.	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	Yes	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.

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

v20240717p

Plan name:	UFCW Union Local 919 & Contributing ERs Non-Food Pension Plan
EIN:	51-6129060
PN:	001
SFA Amount Requested:	$23,101,901

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----------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
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	Yes	N/A - include as part of documents in Checklist Item #7.a.	N/A	Plan is insolvent. Five year plan-year-by-plan-year projections are shown to illustrate critical & declining status.	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	PNC Statement Aug 26	N/A		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	2025 Financials UFCW 919	N/A		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	N/A	Plan is insolvent. No withdrawal liability payments currently made or expected in the future.	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	Death Audit UFCW 919	N/A		Pension plan documents, all versions available, and all amendments signed and dated	*Death Audit Plan Name*

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

v20240717p

Plan name: UFCW Union Local 919 & Contributing ERs Non-Food Pension Plan
EIN: 51-6129060
PN: 001

SFA Amount Requested: $23,101,901

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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
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 - data submitted in advance of application	N/A	Data submitted in advance of application. Application contains description of how the results of the PBGC IDA were reflected for SFA purposes.	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	Yes	UFCW 919 PNC Account Confirmation UFCW 919 PNC ACH Instructions	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	Does not apply to this Plan since plan is insolvent, no Schedule MB is prepared, and plan is less than 1,000 participants.	Financial assistance spreadsheet (template)	*Template 1 Plan Name*
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*

Application to PBGC for Approval of Special Financial Assistance (SFA)
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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
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	N/A	The plan has not had any active participants or employers from the 2010 plan year or later. Therefore Template 3 would be completely blank.	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	Template 4A UFCW 919	N/A		Projections for special financial assistance (estimated income, benefit payments and expenses)	*Template 4A Plan Name*
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

Application to PBGC for Approval of Special Financial Assistance (SFA)
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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).c.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
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	Template 5A UFCW 919	N/A		Projections for special financial assistance (estimated income, benefit payments and expenses)	*Template 5A Plan Name*

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

v20240717p

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PN: 001

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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*
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*

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

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PN:	001
SFA Amount Requested:	$23,101,901

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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.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	Template 6A UFCW 919	N/A		Projections for special financial assistance (estimated income, benefit payments and expenses)	*Template 6A Plan Name*
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*

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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.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*
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	Yes	Template 7 UFCW 919	N/A		Financial assistance spreadsheet (template)	*Template 7 Plan Name.*

Application to PBGC for Approval of Special Financial Assistance (SFA)
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Explain all N/A responses. Provide comments where noted. Also add any other optional explanatory comments.

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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	Template 7 UFCW 919	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	No		N/A	The plan has not had any active participants or employers from the 2010 plan year or later. Therefore Template 8 would be completely blank.	Projections for special financial assistance (estimated income, benefit payments and expenses)	*Template 8 Plan Name*
20.b.		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	No	N/A - include as part of Checklist Item #20.a.	N/A	None	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	Template 10 UFCW 919	N/A		Financial assistance spreadsheet (template)	*Template 10 Plan Name*

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v20240717p

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SFA Amount Requested:	$23,101,901

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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	SFA App UFCW 919	Page 1		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	Page 1	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	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 2		N/A	N/A - included as part of SFA App Plan Name
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 3	Plan is eligible per §4262.3(a)(1). Also see attachment 'Counsel Letter Plan Located 2nd Circuit'	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	N/A	n/a	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	N/A	N/A - included as part of SFA App Plan Name	N/A	n/a	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	Yes	N/A - included as part of SFA App Plan Name	Page 3	No future contributions or withdrawal liability payments.	N/A	N/A - included as part of SFA App Plan Name

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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	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
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	Pages 4-11		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	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 11-12		N/A	N/A - included as part of SFA App Plan Name

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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 11-12		N/A	N/A - included as part of SFA App Plan Name
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	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 UFCW 919	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

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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	SFA Elig Cert CD 2020 UFCW 919	N/A		Financial Assistance Application	*SFA Elig Cert CD Plan Name*

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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

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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	SFA Amount Certification UFCW 919	N/A		Financial Assistance Application	*SFA Amount Cert Plan Name*

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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	FMV Cert UFCW 919	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	Compliance Amend UFCW 919	N/A		Pension plan documents, all versions available, and all amendments signed and dated	*Compliance Amend Plan Name*

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37.	Section E, Item (8)	In the case of a plan that suspended benefits under section 305(c)(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	Reinstatement Amend UFCW 919	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	Penalty UFCW 919	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.

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

v20240717p

Plan name: UFCW Union Local 919 & Contributing ERs Non-Food Pension Plan
EIN: 51-6129060
PN: 001

SFA Amount Requested: $23,101,901

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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
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.
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*

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

v20240717p

Plan name: UFCW Union Local 919 & Contributing ERs Non-Food Pension Plan
EIN: 51-6129060
PN: 001

SFA Amount Requested: $23,101,901

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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
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
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

Application to PBGC for Approval of Special Financial Assistance (SFA)
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v20240717p

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EIN:	51-6129060
PN:	001
SFA Amount Requested:	$23,101,901

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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.
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

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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
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
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*

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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
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
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

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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
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.
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.

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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
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.

UNITED FOOD AND COMMERCIAL WORKERS' UNION LOCAL 919

AND CONTRIBUTING EMPLOYERS' NON-FOOD
PENSION PLAN

PREAMBLE

In accordance with the provisions of Section 9.1 of the United Food and Commercial Workers' Union Local 919 and Contributing Employers' Non-Food Pension Plan (the "Plan"), the Trustees of the United Food and Commercial Workers' Union Local 919 and Contributing Employers' Non-Food Pension Fund hereby agree that the Plan, as previously amended, shall be further amended in the form of a completely restated Plan, effective September 1, 2014, unless a specific effective date is specified, in which case such specified date shall govern. The Plan is further amended and restated in its entirety, effective September 1, 2014, to incorporate amendments made to comply with the Pension Protection Act of 2006 (PPA '06), Pub. L. 109-280; the U.S. Troop Readiness, Veterans' Care, Katrina Recovery and Iraq Accountability Appropriations Act, 2007, Pub. L. 110-28; the Heroes Earnings Assistance and Relief Tax Act of 2008 (HEART Act), Pub. L. 110-245; the Worker, Retiree, and Employer Recovery Act of 2008 (WRERA), Pub. L. 110-458; the Small Business Jobs Act of 2010 (SBJA), Pub. L. 111-240; the Preservation of Access to Care for Medicare Beneficiaries and Pension Relief Act of 2010 (PRA 2010), Pub. L. No.111-192; the Moving Ahead for Progress in the 21st Century Act (MAP-21), Pub. L. 112-141; and the American Taxpayer Relief Act of 2012 (ATRA), P.L. 112-240, in addition to additional revisions necessary to comply with any subsequent legislation and guidance listed in IRS Notice 2013-84, in Section IV. 2013 Cumulative List of Changes in Plan Qualification Requirements. Former Employees' and Participants' eligibility for benefits and the amount of such retirement benefits, if any, payable shall be determined in accordance with the provisions of the Plan in effect as of the date their Covered Employment was terminated, except to the extent otherwise specifically provided under the subsequent Plan amendments or in this Amended and Restated Plan.

Effective February 28, 2001 the last contributing Employer withdrew from the collective bargaining agreement and ceased operations. As a result, the Plan became frozen as of such date and no additional benefits accrued.

On or about September 30, 2001, a proceeding to terminate the Plan and Trust pursuant to Title IV of ERISA was commenced. Accordingly, each amendment to the Plan and Trust thereafter is only effective to the extent consistent with Title IV of ERISA. Specifically, the provisions of Section 6.3, 6.4, 6.5, 6.6, 6.9, 7.4, 7.5, 7.6, 7.7, 7.8A, 8.2, 8.3, 10.4, 10.16, 11.2(b), and Article XII were amended after a proceeding to terminate the Plan and Trust pursuant to Title IV of ERISA commenced. To the extent that any such provision, or any provision affected by a later amendment, is ineffective because of the requirements of Title IV of ERISA, such provision shall be no effect and the provision as in effect as of the date of termination, shall be effective.

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ARTICLE I General

1.1. Name. The name of the Plan shall be changed to the "United Food and Commercial Workers' Union Local 919 and Contributing Employers' Non-Food Pension Plan".

1.2. Effective Date. This Plan became effective as of January 1, 1971. The Plan was completely restated effective as of September 1, 1976. The Plan was again restated effective as of September 1, 1986, except for the provisions of Article VIII and Section 10.4 which became effective as of January 1, 1985. This Plan was again amended and restated effective September 1, 1989, September 1, 1995,September 1, 2002 and effective September 1, 2010. The present Plan has been restated effective September 1, 2014, unless a specific effective date is specified, in which case such specified date shall govern.

1.3. Definitions. The following words and phrases, as used in the Plan, shall have the meanings stated below:

(a) "Actuarial Equivalent" means a benefit which has the same present worth as the Regular Form of benefit described in Section 7.4 for a single life computed in accordance with the terms of Section 7.2 and calculated using the following actuarial assumptions:

(1) Except as provided in (2) and (3) below:

Mortality Rates:

The Plan's unisex actuarial equivalent factors were developed by equally weighing the male and female factors from the 1971 Group Annuity Mortality Table at 6.5% interest with no setback for males and with females set back six years.

Interest Rate: 6-1/2%

The Actuarial Equivalent is not in any respect to be deemed a vested right of any Participant and the assumptions used to determine the Actuarial Equivalent are subject to change by Plan amendment adopted by the Trustees.

(2) Notwithstanding anything to the contrary, effective September 1, 2000 and prior to September 1, 2008, subject to paragraph (B) below, actuarial equivalents for

purposes of determining actuarial equivalence of lump sums described in Section 7.6 and mortality assumptions under Section 7.8, shall be computed using the GATT Factors (described in (A) below); however, the lump sum payment in Section 7.6 shall be subject to (B) below.

(A) GATT Factors. "GATT Factors" means the "applicable mortality table" and the "applicable interest rate." For this purpose:

(i) the "applicable mortality table" when determining the present value of any lump sum distribution under this Plan for a Plan Year is the mortality table as prescribed by the Commissioner of the Internal Revenue Service pursuant to applicable Treasury Regulations, and which, until modified or suspended, is the table set forth in Revenue Ruling 95-6; and

(ii) the "applicable interest rate" when determining the present value of any lump sum distribution under this Plan for a Plan Year is the annual interest on 30 year Treasury Securities as specified by the Commissioner of the Internal Revenue Service pursuant to applicable Treasury Regulations for the month of July (as published in August) immediately preceding the Plan Year that contains the date of the lump sum payment.

(B) Notwithstanding anything to the contrary, in calculating a lump sum payment pursuant to Section 7.6, the lump sum payment amount shall not be less than the lump sum payment amount calculated using the assumptions in paragraph (1) above.

The Actuarial Equivalent is not in any respect to be deemed a vested right of any Participant and the assumptions used to determine the Actuarial Equivalent are subject to change by Plan amendment adopted by the Trustees.

(3) Notwithstanding anything to the contrary, effective as of September 1, 2008, to determine a lump sum payment under Section 7.6 or 7.8A of the Plan (or elsewhere in the Plan), the following applicable mortality table and applicable interest rate shall be used instead of the GATT factors described in Section 1.3(a)(2). For these purposes, the "applicable mortality table" means the table for

the Plan Year that contains the date of the lump sum payment, modified as appropriate by the Secretary of the Treasury, pursuant to Code Section 417(e)(3)(B) of the Code. the "applicable interest rate" means the rates determined in accordance with Code Section 417(e)(3), as amended by the Pension Protection Act, including the transition rules from 2008-2011, for the month of July immediately preceding the Plan Year that contains the date of the lump sum payment. However, the lump sum benefit so determined shall not be less than the lump sum amount calculated using the factors provided in Section 1.3(a)(1) if that would produce a greater lump sum benefit, unless the Code or regulations thereunder would prohibit payment of such larger amount.

(b) "Beneficiary" means any individual, including the Participant's Spouse, estate or other recipient entitled to receive death benefits payable under the Plan.

(c) "Code" shall mean the Internal Revenue Code of 1986, as amended from time to time. Reference to a section of the code includes such section and any comparable section or sections of any future legislation that amends, supplements, or supersedes such section.

(d) "Covered Employment" means active employment in a job category covered by a collective bargaining agreement between an Employer and the Union or by a Participation Agreement between the Employer and the Trustees which requires the Employer to contribute to the Plan on behalf of the Employee in that job category. Covered Employment includes work described in Section 5.2(a)(5).

(e) "Disability" means a physical or mental condition which, in the judgment of the Trustees, totally and presumably permanently prevents an Employee from engaging in any regular remunerative occupation or employment.

(f) "Employee" means any employee of an Employer on whose behalf payments are required to be made to the Plan by an Employer pursuant to a collective bargaining agreement with the Union or by a Participation Agreement between the Employer and the Trustees. The term "Employee" shall also include employees of the Union, the Plan or any other employee benefit plan which has been accepted for participation as an Employer hereunder. The term "Employee" shall not include any Union employee covered by another qualified retirement plan to which the Union contributes, nor shall it include owner-operators, partners, independent contractors or self-employed persons or any other

person whose inclusion is prohibited by law or whose inclusion would cause the Plan to lose its tax exempt status.

(g) "Employer" means:

(1) Employers participating in the Plan on September 1, 1986 and listed in Section 2.1.

(2) After September 1, 1986, any employer which:

(A) has a collective bargaining agreement with the Union or Participation Agreement with the Trustees requiring contributions to be made to the Plan;

(B) is accepted for participating in the Plan by the Trustees; and

(C) signs a copy of the Trust Agreement under which the Trust Fund is established and maintained or a Participation Agreement, which is filed with the Fund Office.

(3) The term "Employer" may also mean the Union, the Plan, or any jointly administered pension, health and welfare, vacation or other type of employee benefit plan covering members or employees of the Union or any Employer participating in the Plan, but only if such organization becomes obligated pursuant to a Participation Agreement with the Trustees to contribute to the Plan on behalf of its employees on substantially the same basis upon which other participant Employers are contributing to the Plan and is accepted for participating in the Plan by the Trustees. The Plan, the Union or any other employee benefit plan becoming an Employer pursuant to the provisions of this paragraph shall not in any event participate in the selection or replacement of Employer Trustees or have any vote as an Employer on any matter and its Employees shall not be considered in connection with any determination required to be made by Employers of a stated percentage or majority of Employees.

If an Employer has more than one place of business, the term "Employer" shall only apply to the place or places of business covered by a collective bargaining agreement requiring contributions to the Plan. In the event a company is party to collective bargaining agreements with more than one Union, the term

"Employer" shall apply to each separate group of places of business of the company covered by the collective bargaining agreements with each Union.

(h) "ERISA" shall mean the Employee Retirement Income Security Act of 1974, as from time to time amended.

(i) "Hour of Benefit Service" means an hour for which an Employer is obligated to contribute to the Plan pursuant to a collective bargaining agreement or Participation Agreement on the Employee's behalf.

(j) "Hour of Vesting Service" means:

(1) each hour for which an individual is paid or entitled to payment by an Employer for the performance of duties, and

(2) each hour, to a maximum of 501 hours for any single continuous period, for which an individual is paid or entitled to payment by an Employer for reasons other than the performance of duties such as vacation, holiday and incapacity, and

(3) each hour for which back pay, irrespective of mitigation of damages, has been awarded or agreed to by an Employer, provided that if such award or agreement of back pay is for reasons other than the performance of duties, such hours shall be subject to the restrictions of subparagraph 2 hereof;

(4) Effective December 12, 1994, for Employees engaged in Qualified Military Service, Hours of Vesting Service shall be determined in accordance with §414(u) of the Internal Revenue Code and the Uniformed Services Employment and Reemployment Rights Act of 1994.

The same Hours of Vesting Service shall not be credited under more than one of the subparagraphs above. All Hours of Vesting Service shall be computed and credited to compensation periods in accordance with Sections 2530.200(b)-2(b) and (c) of Department of Labor Regulations. In the event records are not available to determine the number of an Employee's Hours of Vesting Service, he shall be credited with Hours of Vesting Service for each calendar week in which he was employed by an Employer in accordance with the number of hours in the normal work week as specified in the collective bargaining agreement.

(5) Solely for purposes of preventing a Break in Service, a Participant shall be credited with Hours of Vesting Service during an absence by reason of:

(A) the pregnancy of the Participant;

(B) the birth of a child of the Participant;

(C) the placement of the child with the Participant in connection with the adoption of such child by the Participant; or

(D) for purposes of caring for the child beginning immediately after such birth or placement;

provided that the Participant shall, during the period of absence, be credited with Hours of Vesting Service which would have been credited to him or her during such absence, or if that number cannot be determined, eight Hours of Vesting Service for each day of such absence. In no event shall the Participant be credited with more than 501 Hours of Vesting Service during such absence, and the credit shall be given in the Plan Year in which the absence begins if necessary to prevent a Break in Service, otherwise in the following Plan Year.

The same Hours of Vesting Service shall not be credited under more than one of the subparagraphs above. All Hours of Vesting Service shall be computed and credited to computation periods in accordance with Sections 2530.200(b)-2(b) and (c) of Department of Labor Regulations. In the event records are not available to determine the number of an Employee's Hours of Vesting Service, he shall be credited with Hours of Vesting Service for each calendar week in which he was employed by an Employer in accordance with the number of hours in the normal work week as specified in the collective bargaining agreement.

(k) "Normal Retirement Age" means the latest of

(1) age 65 or

(2) in the case of an Employee who begins participation in the Plan within five years of attaining, or upon or after attaining age 65, the Employee's age after five years have elapsed from the time the Employee begins participation in the Plan, exclusive of any period of participation which is not counted towards Years of Vesting Service because of Section 4.3.

An active Participant's benefit shall be non-forfeitable when he or she reaches his or her Normal Retirement Age.

(l) "Participant" means any Employee who participates in the Plan in accordance with Article III, an Employee who has achieved Vested Status, and a retired Employee, Beneficiary or surviving Spouse who is receiving benefits under this Plan.

(m) "Participation Agreement" means an agreement in form and content acceptable to the Trustees which evidences the commitment of the signatory thereto to be bound by the provisions of the Plan and the Trust Agreement.

(n) "Participation Date" means the first day of the first month in which a contribution is payable to the Plan by the Employer pursuant to a collective bargaining agreement or Participation Agreement with the Trustees.

(o) "Plan" means the United Food and Commercial Workers' Union Local 919 and Contributing Employers' Non-Food Pension Plan, the plan set forth herein, as amended from time to time.

(p) "Plan Year" means the Plan's fiscal year, September 1 to August 31.

(q) "Qualified Military Service" means service in the uniformed services (as defined in chapter 43 of title 38, United States Code) by any Participant if such Participant is entitled to reemployment rights under such chapter with respect to such service. Qualified Military Service shall be credited and determined in accordance with the requirements of Code §414(u) as described in Section 12.1.

(r) "Qualified Offset Order" means a Qualified Order which expressly provides for the offset, of all or part of the amount ordered or required to be paid to the Plan by such Qualified Order, against a Participant's benefits provided under the Plan.

(s) "Qualified Order" means (1) a judgment of conviction for a crime involving the Plan, (2) a civil judgment (including a consent order or decree) entered by a court in an action brought in connection with a violation (or alleged violation) of part 4 of Title I of ERISA, or (3) a settlement agreement between the Secretary of Labor and a Participant in connection with a violation (or alleged violation) of part 4 of Title I of ERISA by a fiduciary or any other person; provided, however, that such judgment, order or decree was issued, or such settlement agreement entered into, on or after August 5, 1997.

(t) "Spouse" means a person to whom the Participant is lawfully married pursuant to the laws of the jurisdiction in which the marriage was performed. :

(u) "Surviving Spouse Benefit" means the benefit to which the surviving Spouse of a Participant is entitled in accordance with the terms of Article VIII.

(v) Termination of Employment" means the retirement, resignation or other voluntary or involuntary termination of an Employee's employment by an Employer for any reason.

(w) Trust Agreement" means the United Food and Commercial Workers' Union Local 919 and Contributing Employers' Non-Food Pension Trust Agreement, as amended from time to time, and to the extent consistent with ERISA.

(x) "Trust Fund" means the assets of the Plan, held in trust by the Trustees.

(y) "Trustees" means those persons appointed pursuant to the Trust Agreement who have authority to control and manage the operation and administration of the Plan and who also have authority to control and manage the Trust Fund, all as more specifically described in the Trust Agreement including those persons who may be named as alternate Trustees when acting in the place of a regular Trustee.

(z) "Union" means:

(1) United Food and Commercial Workers' Union Local 919 of Farmington, Connecticut, and its successor by consolidation or merger, and

(2) Retail Employees' Union Local 1459, chartered by the United Food & Commercial Workers' International Union, AFL-CIO-CLC, and its successor by consolidation or merger.

(aa) "USERRA" means the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended from time to time. Reference to a section of USERRA includes such section and any comparable section or sections of any future legislation that amends, supplements, or supersedes such section.

(bb) "Vested Status" means attainment of Normal Retirement Age or, if earlier:

(1) in the case of a Participant who accrues at least one Hour of Service on or after September 1, 1998, 5 Years of Vesting Service.

(2) in the case of a Participant whose employment under the Plan is not governed by a collective bargaining agreement between an Employer and the Union, completion of at least 5 Years of Vesting Service.

(3) if (1) or (2) or inapplicable, completion of at least 10 years of Vesting Service.

(cc) "Year of Benefit Service" means a year which is included in the calculation of the amount of a Participant's pension benefit. A Participant's Year of Benefit Service shall be calculated in accordance with the provisions of Section 5.2 hereof.

(dd) "Year of Vesting Service" means a year which is included in the determination of whether the Participant has Vested Status. A Participant's Years of Vesting Service shall be determined in accordance with the provisions of Article IV hereof.

1.4. Construction. All matters concerning eligibility, benefits, breaks in service, vesting, credited service and the like shall be governed by the provisions of the Plan as in effect on an Employee's last day of Covered Employment, except that an Employee shall receive eligibility credit and Years of Vesting Service based on the date he last works for an Employer. Subsequent amendments shall be applicable only to those Employees in Covered Employment on or after the effective date of the amendment unless specifically provided to the contrary. Except to the extent preempted by the Employee Retirement Income Security Act of 1974 ("ERISA"), the Plan shall be construed according to the laws of the State of Connecticut. The singular form of any word shall include the plural and the masculine gender shall include the feminine wherever necessary for the proper interpretation of the Plan.

1.5. Plan Applies to Full-Time and Part-Time Employees. The provisions of this Plan shall apply both to Employees designated as full-time Employees in applicable collective bargaining agreements or Participation Agreements and to Employees designated therein as part-time Employees, although there may be special rules governing benefits, and benefit and vesting credit in the case of part-time Employees.

ARTICLE II Employer Participation in the Plan

2.1. Participating Employers as of September 1, 1995. Bradlees, Inc.; Nu-Stars of Torrington, Inc.; and Town Fair Management and Merchandising, Inc. shall each be considered an Employer as of September 1, 1995 with respect to its Employees.

2.2. Acceptance of New Employers. Any business organization which is not an Employer as of September 1, 1995, may become an Employer only if the Trustees approve its participation in the Plan. The Trustees shall approve an Employer's participation herein only if such participation will not require a change in the Plan's actuarial assumptions or a material change in the time required to fund the cost of Years of Benefit Service for Past Service, as determined by the Trustees after consultation with the Plan's actuaries. To enable the Trustees to make such determination, the prospective participating Employer or the Union shall furnish the name, date of birth and employment history of each employee then covered by the collective bargaining agreement between the Union and the employer. The Trustees may, in writing, impose on such acceptance any terms and conditions they consider necessary to preserve the actuarial soundness of the Plan and to establish an actuarially sound relationship between the contributions made by the new Employers and the benefits payable to the Employees of such new Employers. Such conditions may include, but shall not be limited to, any one or more of the following: the imposition of special waiting periods before the commencement of benefits, the granting of a lower scale of benefits, the basis on which past service credit may be given, and the limitation of vesting and benefit credits. Any special terms or conditions imposed by the Trustees upon a new Employer shall be adopted as an amendment to this Plan.

2.3. Participation Agreement Requirement. Any Employer accepted as an Employer after September 1, 1995 shall sign a Participation Agreement approved by the Trustees which shall state the effective date of its participation in the Plan, the full details of the basis for its contributions to the Plan and the basis for its being accepted as an Employer, including conditions imposed on its participation in the Plan in accordance with Section 2.2 hereof.

2.4. Termination of Employer. An Employer's participation in the Plan shall be terminated as follows:

(a) Delinquencies. If a delinquency with respect to any contribution continues for three months after any contribution is due or if an Employer fails to make a correct report within three months after a written request therefor, the Trustees may terminate the

Employer from further participation hereunder. In the event of such termination, the Trustees shall send to such Employer a written notice of termination, setting forth the cause of an effective date of such termination and the effect of such termination upon the rights of the Employees of such Employer to benefits hereunder. The written notice of termination shall be distributed by the Fund Office to each affected Employee by personal delivery or by first class mail to the last known address of such Employee.

(b) Termination of Bargaining Agreement. If an Employer ceases to be obligated by the terms of a collective bargaining agreement or Participation Agreement to make contributions to the Plan, its participation hereunder shall cease as of the last day of the last period for which contributions are required. An Employer who participated in the Plan by reason of a collective bargaining agreement may, at the request of such Employer and the Union and at the discretion of the Trustees, continue participation hereunder after such collective bargaining agreement requirement ceases, by execution of a Participation Agreement acceptable to the Trustees and requiring continued contributions.

(c) Effect of Termination. If an Employer ceases to be obligated to contribute to the Plan, the Trustees are empowered to reduce or cancel that part of any pension for which a person was made eligible because of a person's employment before that Employer first contributed to the Plan. In the event of termination of an Employer by reason of a delinquency the Trustees may, in their discretion, continue accrual of Vesting and Benefit Service for a period not exceeding three months from the date the most delinquent contribution or report is due.

2.5. Short-Term Employer Rule. In the event an Employer is no longer obligated to contribute to the Plan within 48 months of its Participation Date (a "Short-Term Employer"), the Trustees shall:

(a) Terminate the monthly pension payments thereafter payable to retired Employees formerly employed by such Short-Term Employer and as of the first day of the next following calendar month commence payment of a pension in an amount which, with respect to each retired Employee, is equal to the pension previously paid him reduced by 2% for each month that the sum of the number of months which the Short-Term Employer contributed to the Plan on his behalf plus the number of months of Future Benefit Service earned by the retired Employee from Non-Short-Term Employers is less than 48.

(b) Award pensions to Employees formerly employed by such Short-Term Employer who shall qualify for pensions in accordance with this Plan in an amount which, with respect to such Employee, is equal to the pension otherwise payable under this Plan reduced by 2% for each month that the sum of the number of months of Future Benefit Service earned by the Employee from Non-Short-Term Employers plus the number of months which the Short-Term Employer contributed to the Plan on his behalf is less than 48.

(c) Past Benefit Service with a Short-Term Employer shall be canceled for all Employees of said Employer who are employed by the Employer on the date he ceased to be obligated to make contributions to the Plan and who do not then qualify for a pension unless such Employee begins work in Covered Employment within 24 months of the date the Short-Term Employer ceased to be obligated to make contributions to the Plan.

(d) This Section 2.5 shall not apply to any Employee who has earned at least 48 months of Future Benefit Service from Non-Short-Term Employers.

(e) In the event a Short-Term Employer shall resume participation, all pensions which have been reduced by reason of this section, shall be recalculated, taking into account the additional period of such Short-Term Employer's participation and the amount of the increase shall be paid retroactively to each retired Employee.

ARTICLE III Employee Participation in the Plan

3.1. Commencement of Participation. Each Employee who was a Participant in the Plan as of the Effective Date shall continue to be a Participant. Each other Employee will begin participation in the Plan on the earlier of the September 1, or March 1 following the date he has both attained age 21 and completed 12 consecutive months of employment with an Employer during which he accumulated 870 or more Hours of Vesting Service. For purposes of this paragraph, the first such 12-consecutive-month period will commence with the first day the Employee completes an Hour of Vesting Service. Subsequent 12-consecutive-month periods will be calendar years, beginning with the first calendar year following the first day the Employee completes an Hour of Vesting Service.

3.2. Term of Participation. Once having satisfied the conditions of Section 3.1, an Employee shall be a Participant during any period he is engaged in Covered Employment. An Employee shall cease to be a Participant as of the last day of the Plan Year preceding any Plan Year during which he fails to earn one Year of Vesting Service, unless he has achieved Vested Status. A person who has ceased to be a Participant shall again become a Participant on the date he subsequently becomes an Employee, except that if his Years of Vesting Service have been cancelled pursuant to Section 4.3(a), then he shall be required to meet the tests set forth in Section 4.3(b).

ARTICLE IV Eligibility for Benefits

4.1. Years of Vesting Service. An Employee's total Years of Vesting Service will be the sum of his Years of Vesting Service for Past Service and his Years of Vesting Service for Future Service.

(a) Past Service. Past Service refers to the period prior to the Employee's Employer's Participation Date. An Employee will be credited with Years of Vesting Service for Past Service equal to the Employee's Years of Benefit Service for Past Service, as described in Section 5.2(a). In addition, subject to Section 2.4(c), the Employee will be credited with Years of Vesting Service for Past Service for employment that is not Covered Employment with an Employer prior to that Employer's Participation Date, on the same basis that it would have been credited to him above had it been Covered Employment.

(b) Future Service. Future Service refers to the period following an Employee's Employer's Participation Date. Subject to Section 4.3 hereof, an Employee shall be credited with one Year of Vesting Service for Future Service for each calendar year in which he worked a total of 425 or more Hours of Vesting Service in:

(1) Covered Employment after his Employer first participated in the Plan, and

(2) noncovered employment for an Employer after his Employer first participated in the Plan which immediately precedes or immediately follows his work in Covered Employment.

Hours of Vesting Service will not be earned under paragraph (b)(ii) unless the Employee is employed by the same Employer when he moves between noncovered employment and Covered Employment.

During a period of Employer approved absence due to illness or injury when contributions are continued pursuant to a collective bargaining agreement, an Employee shall be credited with Hours of Vesting Service equal to his regularly scheduled hours of work while contributions continue.

During a period of Employer approved absence due to illness or injury when contributions are not being continued, an Employee shall be credited with Hours of

Vesting Service equal to his regularly scheduled hours of work during such absence to a maximum of two Years of Vesting Service for all such absences.

(c) Maximum Annual Credit. In no event shall an Employee be credited with more than one Year of Vesting Service for any calendar year. If the Employee satisfies the requirement for both one Year of Vesting Service for Future Service in a calendar year and a full or fractional Year of Vesting Service for Past Service, only the Future Service will be credited for that year.

4.2. Break in Service. An Employee shall be considered to have incurred a break in Service if he fails or failed to accumulate a Year of Vesting Service during each of three or more consecutive calendar years.

4.3. Years of Vesting Service Disregarded.

(a) An Employee's Years of Vesting Service shall be cancelled if an Employee incurred or incurs a Break in Service after December 31, 1985, and if the number of consecutive calendar years during which he accumulates no Years of Vesting Service equals or exceeds the greater of six or the number of his prior Years of Vesting Service.

(b) Exceptions to Cancellation of Service. Notwithstanding subsection (a) above, an Employee's Years of Vesting Service shall not be cancelled if the Employee achieved Vested Status prior to his Break in Service.

In addition, a Break in Service shall not cause a loss of prior Years of Vesting Service if the Trustees determine that the failure to accumulate Vesting Service was due to an Employer approved absence by reason of illness or injury, or non-covered employment with an Employer or employment with a Union or its International Association, or any combination of the foregoing.

ARTICLE V Calculation of Benefit Service

5.1. General Determination. If an Employee is eligible for a pension benefit from the Plan, the amount of his pension benefit shall be calculated in accordance with the provisions of Article VII hereof and shall be based upon his Years of Benefit Service.

5.2. Calculation of Years of Benefit Service. An Employee's Years of Benefit Service shall be the total of his Past and Future Service.

(a) Past Service. Past Service refers to the period prior to the Employee's Employer's Participation Date. Subject to Section 2.2, the following rules shall apply in determining an Employee's Years of Benefit Service for Past Service:

(1) An Employee who earns at least 1/4 Year of Benefit Service for Future Service shall be entitled to one Year of Benefit Service for Past Service for each of the calendar years shown below during which the Employee had earnings from Covered Employment equal to or greater than those set forth in the following schedule:

Year	Earnings
1961	$1,950
1962	1,950
1963	2,375
1964	2,375
1965	2,450
1966	2,450
1967	2,550
1968	2,550
1969	2,800
1970	2,800
1971	2,800
1972	2,800
1973	3,750
1974	3,750
1975	4,150
1976	4,325
1977	4,500
1978	4,625
1979	4,925
1980	5,500
1981	6,166

Year	Earnings
1982	6,622
1983	6,854
1984	7,094
1985	7,314

An Employee shall be entitled to 1/4, 1/2 or 3/4 of a Year of Benefit Service if his earnings from Covered Employment during one of such calendar years are 1/4, 1/2 or 3/4, respectively, of the earnings which entitle an Employee to one full Year of Benefit Service as set forth above.

(2) An Employee of an Employer whose Participation Date is subsequent to January 1, 1986, who earns at least 1/4 Year of Benefit Service for Future Service and who is granted credit by the Trustees for Years of Benefit Service for Past Service prior to his Employer's Participation Date shall be entitled to credit during any calendar year subsequent to 1985 and prior to the date contributions to the Fund are first made on his behalf on a basis comparable to that for which Past Service is given pursuant to subsection (1) above in accordance with rules established by the Trustees;

(3) An Employee of an Employer whose Participation Date is after August 31, 1976 shall not be credited with more than ten years of Past Benefit Service.

(4) For the purpose of determining Past Service, an Employer shall include:

(A) any corporation more than 50% of the outstanding voting stock of which is owned by the specific Employer defined in Section 1.3(g);

(B) any corporation which owns more than 50% of the outstanding voting stock of the specific Employer defined in Section 1.3(g); or

(C) any corporation in an unbroken chain of corporations beginning with any corporation described in subsection (1) or (2) above each of which (other than the last corporation in the unbroken chain) owns more than 50% of the outstanding voting stock in one of the other corporations in such chain.

(5) With respect to the period prior to an Employee's Employer's Participation Date, Covered Employment shall include the following:

(6) Periods of work after December 31, 1960, during which the Employee worked in a category of work which was covered by collective bargaining agreements with Unions as of January 1, 1971, (even though the Employer did not have a collective bargaining agreement while the Employee was performing such work), but only if such work was for a business organization which becomes an Employer or is acquired by an Employer.

(A) Covered Employment shall include any period of work after December 31, 1960 for the Plan, the Union or any other employee benefit plan admitted as an Employer.

(B) In the event that an Employee was employed by a business organization which went out of business prior to January 1, 1971, and which had a collective bargaining agreement with a Union prior to going out of business, Covered Employment shall include any period of work after December 31, 1960, during which the Employee worked for such a business organization in those categories of work which were covered by collective bargaining agreements with Unions as of January 1, 1971 even though the Employee was not covered by a collective bargaining agreement while performing such work.

(b) Future Service. Future Service refers to the period following the Participant Date of an Employee's Employer. An Employee's years of Benefit Service for Future Service shall be determined according to the number of his Hours of Benefit Service earned during a calendar year, as set forth in the following schedule:

Hours of Benefit Service	Years of Benefit Service
1,700 hours or more	1
Less than 1,700 but at least 1,275	¾
Less than 1,275 but at least 850	½
Less than 850 but at least 425	¼
Less than 425	None

During a period of Employer approved absence due to illness or injury when contributions are being continued pursuant to a collective bargaining agreement, an Employer shall be credited with Hours of Benefit Service equal to his regularly scheduled hours of work while contributions continue.

During a period of Employer approved absence due to illness or injury when contributions are not being continued, an Employee shall be credited with Hours of Benefit Service equal to his regularly scheduled hours of work during such absence to a maximum of two Years of Benefit Service for all such absences.

(c) Maximum Annual Credit. An Employee will not be credited with more than one Year of Benefit Service for any one calendar year. Past Service will be reduced if necessary to assure that result.

(d) Military Service. An Employee will also receive Hours of Benefit Service based on his regularly scheduled hours of work to the same extent as he receives Hours of Vesting Service under Section 1.3(j)4 during a period of Qualified Military Service. His period of Qualified Military Service shall be treated as if he had remained in employment with his Employer during the period, in the job classification he occupied before leaving for military service.

5.3. Employment Not Included in Calculating Years of Benefit Service. Any Years of Vesting Service which are cancelled in accordance with the provisions of Section 4.3 hereof shall not be included in determining an Employee's Years of Benefit Service.

5.4. Trustees' Discretion. If verification of Years of Past Benefit Service is difficult or impossible, the Trustees may determine Years of Benefit Service on the basis of the best evidence available which is provided by the Employee, including without limitation any or all of the following:

(a) records and/or statements of Employers;

(b) records of the Union;

(c) affidavits from fellow employees; and

(d) records of the Federal Social Security Administration.

5.5. Limitation on Years of Benefit Service. With the exception of those Participants who had more than 30 Years of Benefit Service under the Plan as of January 1, 1999, a participant shall not be entitled to receive more than 30 Years of Benefit Service under the Plan. If a Participant has more than 30 Years of Benefit Service under the Plan, those years which yield the highest result will be used for purposes of determining the Participant's benefits under this Plan, subject to Section 7.3 hereof. Participants who had more than 30 Years of Benefit Service under the Plan prior to January 1, 1999 shall not be entitled to receive more than 40 Years of Benefit Service under the Plan. If a Participant has more than 40 Years of Benefit Service under the Plan, those years which yield the highest result will be used for purposes of determining the Participant's benefits under this Plan, subject to Section 7.3 hereof.

ARTICLE VI Types of Pensions

6.1. Normal Retirement. A Participant who has attained his Normal Retirement Age may retire on a Normal Retirement pension. Payment of a Normal Retirement pension will commence the first of the month following the Participant's Termination of Employment and filing of an application pursuant to Section 6.5.

6.2. Early Retirement. A Participant who is in Covered Employment after he has attained age 55 and who has ten or more Years of Vesting Service, at least two of which are Future Service, shall be eligible to receive an Early Retirement pension if he has earned at least 1/4 Year of Benefit Service for Future Service. Payment of the Early Retirement pension shall commence the first day of any month following the Participant's Termination of Employment as elected in the written application described in Section 6.5. The monthly amount of the Early Retirement pension benefit shall be the Normal Retirement pension, reduced by 1/2 of 1% for each month that the date payments commence precedes the first of the month following the date of the Participant's 65th birthday. Effective as of August 1, 1992 and prior to September 1, 1998, the monthly amount of the Early Retirement pension benefit shall be the Normal Retirement pension, reduced by 1/4 of 1 % for each month that the date payments commence precedes the first of the month following the date of the Participant's 65th birthday.

6.3. Deferred Vested Retirement. A Participant who leaves Covered Employment before attaining age 55, but who has at least 1/4 Year of Benefit Service for Future Service and who has five or more Years of Vesting Service (ten or more Years of Vesting Service for a Participant who does not have at least one Hour of Service on or after September 1, 1998), at least two of which are Future Service, shall be entitled to a Deferred Vested Retirement benefit.

Payment of the Deferred Vested Retirement benefit shall commence the first day of any month following the Participant's Termination of Employment and attainment of age 55, as designated in his written application filed pursuant to Section 6.5.

The monthly amount of the Deferred Vested Retirement benefit shall be determined in the same manner as an Early Retirement pension."

6.4. Disability Benefit. A Participant who ceases employment with an Employer on account of Disability and who has ten or more Years of Vesting Service, at least two Years of which are Future Service, will be eligible to receive a monthly benefit as of the first day of the month coinciding with or

next following a six-month period of Disability. Receipt of monthly benefits on account of Disability shall not be considered retirement. Eligibility to receive a monthly benefit on account of Disability shall cease as of the earliest of the first day of the month in which Disability ceases, the receipt of Early Retirement pension benefits from this Plan, the attainment of Normal Retirement Age or the death of the Participant. A Participant whose monthly benefit on account of Disability ceases will then be eligible to apply for a retirement pension if he satisfies the eligibility requirements of Section 6.1, 6.2 or 6.3 hereof.

The amount of the monthly benefit payable by reason of Disability shall equal $23.00 ($17.00 prior to September 1, 1995) multiplied by the Participant's total Years of Benefit Service for Past and Future Service, provided the Participant worked on or after August 31, 1986, except that any such Years of Service attributable to employment with Nu-Stars of Torrington, Inc. shall be multiplied by $10.00 ($2.50 prior to September 1, 1991). In no event shall monthly benefits for Disability continue after a Participant's death, recovery, early retirement or Normal Retirement Age. If a Participant who is receiving monthly benefits on account of Disability dies prior to his Normal Retirement Age, his Surviving Spouse may be eligible for preretirement death benefits under Article VIII of this Plan. Disability under the Plan shall be considered total and permanent if, on the basis of a medical examination by a doctor or clinic satisfactory to the Trustees, or on the basis of other evidence satisfactory to the Trustees, the Trustees determine that the Participant has a physical or mental condition which totally and presumably permanently prevents him from engaging in any regular occupation or employment for remuneration or profit. The Trustees may, by adoption of appropriate rules, require or accept, as full or partial proof of total disability, determination by the Social Security Administration that the Participant is entitled to a Disability Insurance Benefit under the Federal Social Security Act.

Notwithstanding any other provision of this section, no Participant shall qualify for a monthly benefit on account of Disability if the Trustees determine that his Disability results from an injury suffered while engaged in a criminal act or enterprise, or service in the armed forces of the United States which entitled the Participant to a Veteran's disability pension.

Disability shall be considered to have ended and payment of a monthly benefit on account of Disability shall cease if, prior to his Normal Retirement Age, an Employee receiving a monthly benefit on account of Disability;

(a) engages in any occupation or employment for remuneration or profit, except such employment as the Trustees consider primarily rehabilitative or compatible with total and permanent Disability;

(b) sufficiently recovers, in the opinion of the Trustees based on a medical examination by a doctor or clinic appointed by the Trustees, to be able to engage in full-time employment with an Employer and refuses an offer of employment by an Employer; or

(c) refuses to undergo any medical examination requested by the Trustees, provided that a medical examination shall not be required more frequently than twice in any calendar year.

Notwithstanding the foregoing provisions of this Section 6.4, no application for disability benefits shall be accepted after August 1, 2001, regardless of the date of such disability.

6.5. Application for Pension.

(a) Application for Pension" means all forms provided by the Trustees to the Participant which shall be completed by the Participant or his Beneficiary or Spouse and shall include all supporting documentation requested by the Trustees. The Participant shall file a complete Application for Pension with the Trustees at least than 30 days in advance of the first day of the month for which benefits are payable.

(b) A Participant who is eligible to receive benefits under the Plan, who has filed an Application for Pension in accordance with Section 6.5(a) shall be eligible to receive the monthly benefits provided under the Plan for the remainder of his life, subject to the other provisions of this Article and any other applicable provisions of the Plan.

(c) Pension benefits shall be payable as of the first day of the month following the date on which the applicant has fulfilled all of the conditions required to begin receipt of benefits. Such conditions include satisfying all requirements under Section 6.5(a) with respect to filing an Application for Pension with the Board of Trustees, together with all other documentation required by the Board of Trustees to process the Participant's benefit.

(d) Payment of benefits shall begin no later than sixty (60) days after the later of:

(1) the end of the Plan Year in which the Participant has attained Normal Retirement Age, or, if sooner, has completed the age and service requirements for eligibility for pension benefit, including the age necessary for payment of any deferred pension to begin;

(2) the end of the Plan Year in which the Participant terminates Covered Employment;

(3) the end of the Plan Year in which the Participant reaches his 10th anniversary of participation in the Plan;

(4) the end of the Plan Year in which the Participant became a pensioner;

(5) the first of the month following the date the Participant filed an Application for Pension; or

(6) the date the Trustees are first able to ascertain the Participant's eligibility for, or the amount of, the Participant's pension.

(7) Notwithstanding paragraphs (1) through (6) above, the Annuity Starting Date and subsequent payment of benefits shall in no event be later than the April 1st following the calendar year in which the Participant reaches age 70½, whether or not he or she is retired or has completed an Application for Pension, provided however, that the Participant has met the requirements for a pension.

A Participant's failure to file an Application for Pension before the 60th day on which benefits would first be payable constitutes an election to defer commencement of his benefit to a later date.

(e) In the case of a normal retirement pension or surviving spouse pension only, payment of benefits may include either retroactive payment for any months for which a benefit payment is due and payable in accordance with subsection (c) of this Section, or an actuarial increase in accordance with Section 7.7.

(f) If, within 60 days following the date on which a Participant receives notification of the award of benefits, the Participant fails to satisfy all administrative requirements necessary to commence receiving benefits, said award will be considered void and the Participant will be required to submit a new Application for Pension thereby establishing a new Annuity Starting Date.

6.6 Annuity Starting Date.

(a) "Annuity Starting Date" means the first day of the first calendar month for which an amount is payable as a monthly continuous benefit subsequent to the first day after which all events required for the Participant to begin receipt of such benefit have been satisfied. Benefits shall be payable after the later of:

(1) The first day of the month after the Participant has fulfilled all the conditions required to begin receipt of benefits, including the filing of a completed Application for Pension, or

(2) in the case of a married Participant, the first day of the month beginning 30 days after the date the Plan provides the Participant and Spouse with detailed information concerning their benefit options, unless the Participant and Spouse waive the 30 day period in accordance with Section 8.3.

(b) Notwithstanding the above, the Annuity Starting Date shall in no event be later than the April 1st following the calendar year in which the Participant reaches age 70½, whether or not he or she is retired.

(c) The provisions of subsection (a) of this section shall not apply if the Participant will receive an automatic lump sum payment pursuant to 7.6.

(d) The Annuity Starting Date for a Beneficiary or Alternate Payee will be determined in accordance with subsections (a), (b) and (c) of this section, except that references to the Surviving Spouse Benefit and spousal consent shall not apply.

(e) A Participant who retires and then earns additional benefit accruals under the Plan through reemployment will have a separate Annuity Starting Date determined under subsection (a) with respect to those additional accruals, unless such accruals are earned after the Participant reaches age 70½ in accordance with Section 6.7(b)(4).

6.7. Suspension of Benefits Upon Return to Employment.

(a) To be deemed retired, a Participant must not return to work in Connecticut or in Massachusetts (or in any other state in the recognized territorial jurisdiction of the Union)

in the same industry and in the same trade or craft as that within the jurisdiction of the Union.

(b) Subject to such nondiscriminatory rules, regulations and temporary waivers as may be prescribed by the Trustees.

(1) If a Participant returns to work described in paragraph (a), or continues such work after his Normal Retirement Age, after appropriate notification to him, his pension benefits will be suspended for any calendar month in which he is so employed for forty or more hours. The Participant's benefits will resume on a date which is not later than the earlier of (1) the April 1 of the year following the year in which the Participant reaches age 70 1/2 and (2) the first day of the third calendar month after the month in which he ceases such employment, provided he has complied with the notification requirements of the Plan.

(2) If a Participant returns to work described in paragraph (a), he must notify the Board of Trustees in writing within ten days of such employment. When he ceases such employment, he must notify the Board of Trustees in writing before benefit payments will resume. The Trustees may require from each Participant an annual certified statement relating to his employment status.

(3) If the Trustees become aware that a Participant is employed in service described in paragraph (a) (or if they become aware that a Participant whose retirement benefits are due to commence is so employed) and if the individual has not complied with the notice requirement of the Plan with regard to that employment, after appropriate notice to him, the Trustees may presume that the individual has worked forty hours or more in such service. When the individual ceases such work, the Trustees shall reduce future benefit payments in accordance with the rules and regulations governing suspension of benefits to recover payments made which should have been suspended. Any Participant affected by the operation of these presumptions may rebut the presumptions by filing with the Trustees such evidence as the Trustees deem sufficient.

(4) A Participant who returns to Covered Employment after the commencement of benefit payments and earns additional Years of Benefit Service for Future

Service in accordance with Section 5.2(b) may file an application for pension benefits with respect to those additional Years of Benefit Service on the later of (i) his Normal Retirement Date or (ii) the date he ceases working in employment described in paragraph (a). If eligible, the Participant shall be entitled to receive monthly benefits determined in accordance with the Plan with respect to such additional Years of Benefit Service. In the event a Participant, who returns to Covered Employment after commencement of benefit payments, continues in Covered Employment after reaching age 70 1/2, monthly benefits based on such additional Years of Benefit Service for Future Service shall begin no later than the April 1 of the year following the year in which the Participant reached age 70 1/2. Benefits for additional years of Benefit Service for Future Service earned in each year following the year in which the Participant reached age 70 1/2 shall commence in the following year. Any such additional benefits shall not affect or modify the retirement benefits being paid to the Participant prior to the commencement of the payment of the additional benefits and such additional benefits shall be paid in accordance with the same payment option as was in force for the Participant with respect to his initial retirement benefits. The prior benefits shall resume after the suspension period in accordance with the same payment option as was in force for the Participant with respect to his initial retirement benefits, and payment of such additional benefits shall cease on the date that the payment of the initial retirement benefits ceases.

6.8. Claim Procedure.

(a) Claim Procedure.

Claims for benefits under the Plan shall be accepted on behalf of the Plan by filing such claim in writing with the Fund Office. Claims shall be made on forms prescribed by the Trustees, which shall be available at the Fund Office. Application for pension shall not be filed earlier than 90 days before the date the Participant wants his pension to start. Written notice of the disposition of a claim shall be furnished the claimant within 90 days after the application therefor is filed, unless special circumstances require an extension of time to process the claim, in which case the claimant will be notified of the reason for the extension, and notice shall be sent to the claimant within such additional 90 day period.

Effective for claims for Total and Permanent Disability benefits first filed with the Plan on or after January 1, 2002, the foregoing provisions shall apply except that the Fund Office shall have 45 days instead of ninety days in which to notify the claimant of such decision, unless such decision cannot be rendered within the 45 day period due to matters beyond the control of the Plan, in which event an extension of an additional 30 days may be taken by the Plan. The claimant in such event will be notified prior to the expiration of the 45 day period of the circumstances requiring the extension and when such decision is expected. An additional extension of 30 days may be required if it is determined that a decision cannot be rendered due to matters beyond the control of the Plan. The claimant in such event will be notified prior to the expiration of the initial 30 day extension of the circumstances requiring the extension and when such decision is expected. Such notice shall also explain the standards for entitlement to Total and Permanent Disability benefits, the unresolved issues that prevent a decision on the claim, and the additional information needed to resolve those issues. The claimant will have 45 days after receipt of this notice within which to provide the specified information. The time periods in which the Plan has to render a decision shall be tolled during periods in which the Plan is waiting for information from the claimant.

In the event the claim is denied, the reason for the denial shall be specifically set forth in writing, pertinent provisions of this Plan or the Trust Agreement, if applicable, or rules and regulations promulgated by the Trustees, shall be cited and, where appropriate, an explanation as to how the claimant can perfect the claim will be provided. If the claimant fails to receive in writing a response within the above time period, the claimant may consider the claim denied and appeal the decision to the Trustees, as described in the following subsection.

(b) Claim Denial Appeal Procedure.

Any Participant, Beneficiary or any other person claiming by or through such Participant or Beneficiary, who has been denied a benefit hereunder may appeal the denial of such claim. Such appeal shall be in writing, and shall be filed with the Trustees not later than sixty (60) days after receipt of the written notification provided for in subsection (a) above or, if no notification is provided, within sixty (60) days after the expiration of the time set forth in Section 6.8(a) for processing such claim.

Effective for claims for Total and Permanent Disability benefits first filed with the Plan on or after January 1, 2002, the foregoing provisions shall apply except that the Participant shall have 180 days instead of 60 days in which to request review by the Trustees.

Such an appeal should be addressed to the Trustees and must include any written or other proof which supports the claim, or any other information the claimant wishes to submit for the Trustees' consideration, whether or not such proof had previously been submitted. The Trustees will generally review all appeals at their next regularly scheduled meeting, unless the letter requesting the appeal is received by the Trustees within thirty (30) days of such meeting. In such case, the Trustees will review the appeal no later than their second regularly scheduled meeting following receipt of the request for review. If special circumstances exist, the Trustees may review the matter no later than their third regularly scheduled meeting following receipt of the request for review. The claimant will be notified in such event. The Trustees shall give the claimant a full and fair hearing within a reasonable time thereafter and shall communicate their decision in writing to the claimant.

Such review will take into account all continents, documents, records and other information submitted by the claimant relating to the claim, without regard to whether such information was submitted or considered in the initial determination. A claimant will also be provided, upon written request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claimant's claim for benefits. The claimant may submit written comments, documents, records, and other information relating to the claim for benefits.

Each claimant shall exhaust his administrative remedies as provided herein prior to taking further legal action, which includes, but is not limited to, the submission to the Trustees of all facts, medical evidence, or any other information which is claimed to support said claim for benefits. A claimant will not be considered to have exhausted his administrative remedies as provided under the Plan who seeks to rely on any issues, facts, medical evidence or any other information in any subsequent legal or other action which was not presented by the claimant to the Trustees prior to the date their decision on appeal is rendered.

6.9 Minimum Distribution Requirements. Except as otherwise provided in this subsection, any reference to "Section" refers only to sections within this Subsection, and is not a reference to the Plan.

(a) General Rules.

Notwithstanding any provisions of the Plan to the contrary, with respect to distributions under the Plan made for calendar years beginning on or after January 1, 2001, the Plan will apply the minimum distribution requirements of Section 401(a)(9) of the Code in accordance with the regulations under Section 401(a)(9) that were proposed in January 2001, notwithstanding any provision of the Plan to the contrary. This amendment shall continue in effect until the end of the last calendar year beginning before the effective date of final regulations under Section 401(a)(9) or such other date specified in guidance published by the Internal Revenue Service.

The remainder of this Section is effective January 1, 2003.

All distributions required under this Article shall be determined and made in accordance with Code Section 401(a)(9), including the incidental death benefit requirement in Code Section 401(a)(9)(G), and the Treasury regulations thereunder.

To the extent otherwise permitted under the terms of the Plan, as of the first Distribution Calendar Year, distributions to a Participant, if not made in a single sum, may only be made over one of the following periods:

(i) The life of the Participant;
(ii) The joint lives of the Participant and a Designated Beneficiary;
(iii) A period certain not extending beyond the Life Expectancy of the Participant; or
(iv) A period certain not extending beyond the joint life and last survivor expectancy of the Participant and a Designated Beneficiary.

(b) Time and Manner of Distribution.

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

(2) If the Participant dies before distributions begin, the Participant's entire interest will be distributed, or begin to be distributed to the surviving spouse by December 31 of the calendar year immediately following the calendar year in

which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age 70½, if later.

If the Participant's surviving spouse is not the Participant's sole Designated Beneficiary, there are no benefit payable under the Plan.

(3) Unless the Participant'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, distributions will be made in accordance with Sections 6.9 (c) and (d) as of the first Distribution Calendar Year. If the Participant'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 Code Section 401(a)(9) and the Treasury regulations thereunder. Any part of the Participant's interest which is in the form of an individual account described in Code Section 414(k) will be distributed in a manner satisfying the requirements of Code Section 401(a)(9) and the Treasury regulations thereunder applicable to individual accounts.

(c) Determination of Amount to be Distributed Each Year.

(1) A Participant who is required to begin payments as a result of attaining his or her Required Beginning Date, whose interest has not been distributed in the form of an annuity purchased from an insurance company or in a single sum before such date, may receive such payments in the form of annuity payments under the Plan. Payments under such annuity must satisfy the following requirements:

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

(B) The distribution period will be over a life (or lives);

(C) 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 period permitted;

(D) Payments will either be non-increasing or increase only to the extent permitted by one of more of the following conditions:

(i) By an annual percentage increase that does not exceed the annual percentage increase in an Eligible Cost-of-Living Index for a 12-month period ending in the year during which the increase occurs or the prior year;

(ii) By a percentage increase that occurs at specified times (e.g., at specified ages) and does not exceed the cumulative total of annual percentage increases in an Eligible Cost-of-Living Index since the annuity starting date, or if later, the date of the most recent percentage increase. In cases providing such a cumulative increase, an actuarial increase may not be provided to reflect the fact that increases were not provided in the interim years;

(iii) To allow a beneficiary to convert the survivor portion of a joint and survivor annuity into a single sum distribution upon the Participant's death;

(iv) To pay increased benefits that result from a Plan amendment or other increase in the Participant's accrued benefit under the Plan;

(v) By a constant percentage, applied not less frequently than annually, at a rate that is less than 5 percent per year;

(vi) To provide a final payment upon the death of the Participant that does not exceed the excess of the actuarial present value of the Participant's accrued benefit (within the meaning of Code Section 411(a)(7)) calculated as of the annuity starting date using the Applicable Interest Rate and the Applicable Mortality Table (or, if greater, the total amount of employee contributions) over the total of payments before the death of the Participant; or

(vii) As a result of dividend or other payments that result from Actuarial Gains, provided:

(1) Actuarial Gain is measured not less frequently than annually;

(2) The resulting dividend or other payments are either paid no later than the year following the year for which the actuarial experience is measured or paid in the same form as the payment of the annuity over the remaining period of the annuity (beginning no later than the year following the year for which the actuarial experience is measured);

(3) The Actuarial Gain taken into account is limited to actuarial gain from investment experience;

(4) The assumed interest rate used to calculate such Actuarial Gains is not less than 3 percent; and

(5) The annuity payments are not also being increased by a constant percentage as described in Section 6.9(c)(D)(v) above.

(2) Amount required to be distributed by Required Beginning Date.

(A) In the case of a Participant whose interest in the Plan is being distributed as an annuity pursuant to Section 6.9(c)(1), the amount that must be distributed on or before the Participant's Required Beginning Date (or, if the Participant dies before distributions begin, the date distributions are required to begin under Section 6.9(b)(2) 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 Participant'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 Participant's Required Beginning Date.

(B) In the case of a single sum distribution of a Participant's entire accrued benefit during a Distribution Calendar Year, the amount that is the required minimum distribution for the Distribution Calendar Year (and

thus not eligible for rollover under Code Section 402(c)) is determined under this Section 6.9(c)(2)(B). The portion of the single sum distribution that is a required minimum distribution is determined by treating the single sum distribution as a distribution from an individual account Plan and treating the amount of the single sum distribution as the Participant's account balance as of the end of the relevant valuation calendar year. If the single sum distribution is being made in the calendar year containing the Required Beginning Date and the required minimum distribution for the Participant's first Distribution Calendar Year has not been distributed, the portion of the single sum distribution that represents the required minimum distribution for the Participant's first and second Distribution Calendar Years is not eligible for rollover.

(3) Any additional benefits accruing to the Participant 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. Notwithstanding the preceding, the Plan will not fail to satisfy the requirements of this Section 6.9(c)(3) and Code Section 401(a)(9) merely because there is an administrative delay in the commencement of the distribution of the additional benefits accrued in a calendar year, provided that the actual payment of such amount commences as soon as practicable. However, payment must commence no later than the end of the first calendar year following the calendar year in which the additional benefit accrues, and the total amount paid during such first calendar year must be no less than the total amount that was required to be paid during that year under this Section 6.9(c)(3).

(4) If a Participant dies after distribution of the Participant's interest begins in the form of an annuity meeting the requirements of this Article, then the remaining portion of the Participant's interest will continue to be distributed over the remaining period over which distributions commenced, subject to the ten-year guarantee period in accordance with Section 7.5(a) of the Plan.

(d) Annuity Distributions That Commence During Participant's Lifetime.

(1) Joint life annuities where the beneficiary is the Participant's spouse. If distributions commence under a distribution option that is in the form of a joint

and survivor annuity for the joint lives of the Participant and the Participant's spouse, the minimum distribution incidental benefit requirement will not be satisfied as of the date distributions commence unless, under the distribution option, the periodic annuity payment payable to the survivor does not at any time on and after the Participant's Required Beginning Date exceed the annuity payable to the Participant. In the case of an annuity that provides for increasing payments, the requirement of this Section 6.9(d)(1) will not be violated merely because benefit payments to the beneficiary increase, provided the increase is determined in the same manner for the Participant and the beneficiary. If the form of distribution combines a joint and survivor annuity for the joint lives of the Participant and the Participant's spouse and a period certain annuity, the preceding requirements will apply to annuity payments to be made to the Designated Beneficiary after the expiration of the period certain.

(2) Joint life annuities where the beneficiary is not the Participant's spouse. A joint life annuity with a beneficiary other than the Participant's spouse is not permitted under the Plan.

(3) Period certain annuities. There are no period certain annuities permitted under the Plan.

(e) Definitions.

(1) Actuarial Gain. Actuarial Gain means the difference between an amount determined using the actuarial assumptions (i.e., investment return, mortality, expense, and other similar assumptions) used to calculate the initial payments before adjustment for any increases and the amount determined under the actual experience with respect to those factors. Actuarial Gain also includes differences between the amount determined using actuarial assumptions when an annuity was purchased or commenced and such amount determined using actuarial assumptions used in calculating payments at the time the Actuarial Gain is determined.

(2) Designated Beneficiary. Designated Beneficiary means the individual who is designated as the beneficiary under the Plan and is the Designated Beneficiary under Code Section 401(a)(9) and Treasury regulations Section 1.401(a)(9)-4, Q&A-1.

(3) Distribution Calendar Year. Distribution Calendar Year means a calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first Distribution Calendar Year is the calendar year immediately preceding the calendar year that contains the Participant's Required Beginning Date. For distributions beginning after the Participant's death, the first Distribution Calendar Year is the calendar year in which distributions are required to begin pursuant to Section 6.9(b)(2).

(4) Eligible Cost-of-Living Index. An Eligible Cost-of-Living Index means an index described below:

(A) A consumer price index that is based on prices of all items (or all items excluding food and energy) and issued by the Bureau of Labor Statistics, including an index for a specific population (such as urban consumers or urban wage earners and clerical workers) and an index for a geographic area or areas (such as a given metropolitan area or state); or

(B) A percentage adjustment based on a cost-of-living index described in Section (A) above, or a fixed percentage, if less. In any year when the cost-of-living index is lower than the fixed percentage, the fixed percentage may be treated as an increase in an Eligible Cost-of-Living Index, provided it does not exceed the sum of:

(i) The cost-of-living index for that year, and

(ii) The accumulated excess of the annual cost-of-living index from each prior year over the fixed annual percentage used in that year (reduced by any amount previously utilized under this Section 6.9(e)(4)(B).

(5) Life Expectancy. Life Expectancy means the life expectancy as computed by use of the Single Life Table in Treasury regulations Section 1.401(a)(9)-9.

(6) Required Beginning Date. The date described in Section 6.5(d)(7) of the Plan.

ARTICLE VII Amount and Forms of Pension Benefit

7.1. Amount of Monthly Pension Benefit. The monthly pension benefit a Participant shall be entitled to receive under the Plan shall be the monthly amount determined under Section 7.2 payable in the Regular Form (as described in Section 7.4), commencing on or after the Participant's Normal Retirement Date. If payments are to begin prior to the Participant's Normal Retirement Date, the amount of the monthly payments will be reduced to reflect the longer period of payment as provided in Section 6.2.

7.2. Calculation of Monthly Pension Benefit.

(a) The monthly pension benefit payable at normal retirement to each Participant in Covered Employment on or after August 1, 1985 and prior to September 1, 1991 whose benefit payments commence on or after August 1, 1985 shall equal $17.00 multiplied by his total Years of Benefit Service for the Past and Future Service, excluding Years of Benefit Service described in paragraph (b) hereof and subject to Sections 7.2(c) and 7.3 hereof. The monthly pension benefit payable at normal retirement to each Participant in Covered Employment on or after September 1, 1991 and prior to October 1, 1992 whose benefit payments commence on or after September 1, 1991 shall equal $20.00 multiplied by his total Years of Benefit Service for the Past and Future Service, excluding Years of Benefit Service described in paragraph (b) hereof and subject to Sections 7.2(c) and 7.3 hereof. The monthly pension benefit payable at normal retirement to each Participant in Covered Employment on or after October 1, 1992 and prior to January 1, 1995 whose benefit payments commence on or after October 1, 1992 shall equal $21.00 multiplied by his total Years of Benefit Service for the Past and Future Service, excluding Years of Benefit Service described in paragraph (b) hereof and subject to Sections 7.2(c) and 7.3 hereof. The monthly pension benefit payable at normal retirement to each Participant in Covered Employment on or after January 1, 1995 and prior to September 1, 1995 whose benefit payments commence on or after January 1, 1995 shall equal $22.00 multiplied by his total Years of Benefit Service for the Past and Future Service, excluding Years of Benefit Service described in paragraph (b) hereof and subject to Sections 7.2(c) and 7.3 hereof. The monthly pension benefit payable at normal retirement to each Participant in Covered Employment on or after September 1, 1995 whose benefit payments commence on or after September 1, 1995 shall equal $23.00 multiplied by his total Years of Benefit

Service for the Past and Future Service, excluding Years of Benefit Service described in paragraph (b) hereof and subject to Sections 7.2(c) and 7.3 hereof. The monthly pension benefit payable at normal retirement to each Participant in Covered Employment prior to August 1, 1985 shall equal the monthly pension benefit in effect on the date the Participant left Covered Employment.

(b) The monthly pension benefit payable at normal retirement to a Participant who works in Covered Employment on or after September 1, 1986 and prior to September 1, 1991 for Nu--Stars of Torrington, Inc. whose benefit payments commence on or after September 1, 1986 shall equal $2.50 multiplied by his total Years of Benefit Service for Past and Future Service attributable to employment with Nu-Stars of Torrington, Inc. The monthly pension benefit payable at normal retirement to a Participant who works in Covered Employment on or after September 1, 1991 for Nu-Stars of Torrington, Inc. whose benefit payments commence on or after September 1, 1991 shall equal $10.00 multiplied by his total Years of Benefit Service for Past and Future Service attributable to employment with Nu-Stars of Torrington, Inc. The monthly pension benefit payable at normal retirement to each Participant in Covered Employment with Nu-Stars of Torrington, Inc. prior to September 1, 1986 shall equal the monthly pension benefit in effect on the date the Participant left Covered Employment. In the event a Participant works in Covered Employment for Nu-Stars of Torrington, Inc. and another Employer, his monthly pension benefit payable at normal retirement will be the sum of the benefits determined under paragraphs (a) and (b) of this Section 7.2.

(c) If an Employer was not required to contribute to this Plan on July 1, 1985, on behalf of a Participant who had previously worked in Covered Employment and later returns to Covered Employment, the following rules shall govern the calculation of the portion of that Participant's monthly benefit attributable to Years of Benefit Service accrued prior to such return:

(1) Section 7.3(a) shall apply if the Participant has failed to earn any Years of Vesting Service during a period of three or more consecutive calendar years;

(2) If the Participant returns to Covered Employment before the expiration of such three-year period, the applicable benefit rate or formula for Years of Benefit Service prior to his return shall equal the benefit rate or formula applicable to retirements at the time he left Covered Employment unless he earns at least 1/2

Year of Benefit Service for Future Service as a result of Covered Employment before the expiration of such three-year period;

provided that this paragraph (c) shall not be applied to reduce the accrued benefit on August 31, 1986, of any individual who was a participant in the Plan on that date.

7.3. Benefit Limitations.

(a) Anything herein to the contrary notwithstanding, in the event a Participant fails to earn any Years of Vesting Service during a period of three or more consecutive calendar years, upon his return to Covered Employment, the applicable benefit rate or benefit formula for Years of Benefit Service prior to such three-year period shall equal the benefit rate or formula applicable to retirements at the time he left Covered Employment. The benefit rate or formula for retirements effective on and after such Participant's return to Covered Employment shall be used solely to determine the monthly pension benefit for Years of Benefit Service accumulated subsequent to his return to Covered Employment.

(b) In the event a Participant earns Benefit Service under this Plan for a period subsequent to the last day he was in Covered Employment, the benefit rate used to calculate that Participant's monthly benefit shall be the benefit rate in effect on the last day for which his Employer is required by a collective bargaining agreement with the Union to contribute to this Plan on his behalf, subject to Sections 7.2(c) and 7.3(a) hereof.

7.4 Regular Form of Pension Benefit.

(a) Participant Who Has No Spouse. Subject to Section 7.6, for a Participant who, at the time of his retirement, has no Spouse, the Regular Form of pension benefit under this Plan shall be monthly payments payable to the Participant for his lifetime, and the last payment shall be made as of the first day of the month in which his death occurs.

(b) Participant Who Has A Spouse. Subject to Section 7.6, for a Participant who, at the time of his retirement, has a Spouse, the Regular Form of pension benefit under this Plan shall be monthly payments payable to the Participant for his lifetime and, provided the conditions of Article VIII are met, a Surviving Spouse Benefit which will be continued to

his Spouse after his death, as set forth in Article VIII. The portion of such monthly payments attributable to Years of Benefit Service earned after 1998 shall be adjusted in accordance with the following formula:

Normal, Early and Deferred Vested Retirement Benefits

88.0 percent plus 0.4 percent for each year that a Spouse's age is greater than the Participant's age or minus 0.4 percent for each year that a Spouse's age is less than the Participant's age with a maximum factor of 99 percent.

(c) A Participant may reject the applicable Regular Form and elect the Optional Form as described in Section 7.5. If the Participant is married, his Spouse must consent to the rejection of the Surviving Spouse Benefit (and election of the Optional Form), as described in Article VII.

7.5. Optional Form of Pension Benefit.

(a) Ten-Year Certain and Life Option.

In lieu of the Regular Form of benefit payment, a Participant who is not married, or a Participant who is married but who rejects the Regular Form and obtains his Spouse's written consent to this rejection, may, subject to Section 7.6, elect a ten-year certain option, consisting of monthly payments for the Participant's lifetime which are guaranteed to continue to him or to his Beneficiary for a total of 10 years.

Under this form of payment, the Participant shall receive a monthly benefit for his lifetime, but in the event the Participant dies before receiving a total of 120 monthly payments, payments in the same amount shall be continued to the Participant's designated Beneficiary until a total of 120 payments have been made to the Participant and his Beneficiary. The last payment shall be the 120th payment or the payment for the month in which the Participant dies, whichever occurs later. If the Participant and his Beneficiary die before 120 monthly payments have been made, the present value (using the factors set forth in Section 1.3(a)) of the remaining monthly payments shall be paid in a lump sum to the estate of the last to die.

The Participant shall designate his Beneficiary in writing on a form approved by the Trustees and filed with the Trustees. A Participant may, with the written consent of his Spouse, if any, change his designated Beneficiary at any time, but no designation shall be effective unless filed with the Trustees. If no Beneficiary has been designated, or the

designation is defective or the designated Beneficiary dies prior to receiving all payments due, the balance shall be paid to the Participant's estate.

Payments to a Participant's Beneficiary must be completed over a period no longer than the life or life expectancy of the Beneficiary. Payments to the Beneficiary must commence within one year of the Participant's death. If the Participant has not designated a Beneficiary, payments must be completed within five years of the Participant's death to the Participant's estate.

(b) Qualified Optional Survivor Annuity.

Effective with respect to Plan Years beginning after December 31, 2007, a Participant who elects (with applicable spousal consent) to waive the Surviving Spouse Benefit form of benefit under the Plan shall be entitled to elect the "qualified optional survivor annuity" at any time during the applicable election period. Furthermore, the written explanation of the joint and survivor annuity shall explain the terms and conditions of the "qualified optional survivor annuity."

The term "qualified optional survivor annuity" means an annuity:

(1) For the life of the Participant with a survivor annuity for the life of the spouse which is equal to the 75% of the amount of the annuity which is payable during the joint lives of the participant and the spouse, and

(2) The qualified optional survivor annuity shall be adjusted in accordance with the following formula:

82 percent plus 0.5 percent for each year that a Spouse's age is greater than the Participant's age or minus 0.5 percent for each year that a Spouse's age is less than the Participant's age with a maximum factor of 99 percent.

7.6. Lump Sum Payments. If a Participant applies to retire on a Normal Retirement pension, an Early Retirement pension, or a Deferred Vested Retirement benefit and the present value (determined using the factors set forth in Section 1.3(a)) of the benefit to which the Participant is entitled is $5,000, or less, the Participant may request a distribution of said present value in a lump sum (with the consent of his Spouse, if payment is before his Normal Retirement date).

7.7 Actuarial Increase for Delayed Retirement.

(a) If a Participant's Annuity Starting Date follows the date on which the Participant attains his Normal Retirement Age, the Participant's monthly benefit will be the Participant's accrued benefit payable at Normal Retirement Age, actuarially increased for each complete calendar month between the date on which the Participant attained his Normal Retirement Age and the Participant's Annuity Starting Date for which benefits were not suspended in accordance with Section 6.7, and then converted as of the Annuity Starting Date to the benefit payment form elected in the Application for Pension or, if no other form is elected, to the Regular Form of Pension Benefit. In lieu of an actuarial increase, a Participant may elect retroactive payments back to the date on which he attained his Normal Retirement Age, or if later, the date upon which benefits were not first suspended, in accordance with Section 6.7.

(b) If a Participant first becomes eligible to receive additional benefits after attaining Normal Retirement Age, whether as a result of performing additional service or because of a benefit increase through the Plan, the actuarial increase applicable to those additional benefits will be calculated from the date the additional benefits would first have been paid rather than the date on which the Participant attained Normal Retirement Age.

(c) The actuarial increase to be applied pursuant to subsection (b) of this section shall be one percent (1%) per month for the first 60 months following the date on which the Participant attained his Normal Retirement Age, and one and one-half percent (1.5%) per month for each month thereafter."

7.8. Maximum Benefit Before September 1, 2007.

(a) Definitions -- For purposes of this Section the following definitions shall apply:

(1) "adjustment factor" means the cost of living adjustment factor prescribed by the Secretary of Treasury under Section 415(d) of the Code for years beginning after December 31, 1987, applied to such items and in such manner as the Secretary shall prescribe.

(2) "affiliated group" means any group of corporations or other business organizations of which an Employer is a member, determined by using tests established under

subsections (b) and (c) (as modified by Section 415(h)) and subsections (m) and (n) of Section 414 of the Internal Revenue Code.

(3) "annual additions" means, for each limitation year, the sum of the contribution made on behalf of a Participant by any Employer and all members of the affiliated group to any qualified defined contribution retirement plan and any forfeitures allocated to the Participant under any such plan. The term "annual additions" shall not include any earnings allocable to a Participant.

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

(5) "earnings" means wages, salary, bonuses, disability benefits and other compensation paid by an Employer. For Plan Years on and after September 1, 2001 or, if earlier, the first day of the first Plan Year for which the Plan was operated in accordance with the Community Renewal Tax Relief Act of 2000 amendment of Section 415(c)(3), but in no case earlier than September 1, 1998, earnings paid or made available during such Plan Year shall include elective amounts that are not includible in the gross income of the Employee by reason of Code § 132(f)(4).

(6) "limitation year" means the Plan Year.

(7) "projected annual retirement benefit" means the annual benefit to which a Participant would be entitled under the provisions of this Plan and any other defined benefit retirement plan which is not a multiemployer plan and which is maintained by an Employer or any member of the affiliated group, based on the assumptions that he continues employment until his normal retirement age, that his earnings continue at the same rate in effect in the limitation year under consideration until his normal retirement age, and that all other relevant factors used to determine benefits under the plan as of the current limitation year remain constant for all future limitation years.

(8) "social security retirement age" means the age used as the retirement age for the Participant under Section 216(1) of the Social Security Act, except that such section shall be applied without regard to the age increase factor, and as if the early retirement age under Section 216(1)(2) of such Act were age 62.

(b) Defined Benefit Plans –

(1) The maximum annual retirement benefit payable to any Participant under this Plan and any other qualified defined benefit retirement plan which is not a multiemployer plan and which is also maintained by an Employer or any member of the affiliated group, shall not exceed an amount equal to the lesser of:

(A) 100% of the Participant's average earnings for his three consecutive highest paid limitation years; or

(B) $90,000, or if greater, the dollar limitation in effect under Section 415(b)(1)(A) of the Code after applying the adjustment factor (any cost of living increases by the Secretary under Section 415(d) of the Code) and further adjusted as provided in Section 7.8(d) herein.

If the annual retirement benefit is not paid in a single life annuity, the interest rate used to determine the Actuarial Equivalent of the limitations set forth in the preceding sentence shall be no less than the greater of 5% or the interest rate assumption set forth in Section 1.3(a) hereof.

(2) If a Participant has less than 10 Years of Vesting Service, the limits referred to in subsections (1) and (3) hereof shall be reduced by multiplying such limits by a fraction, the numerator of which is the number of Years of Vesting Services and the denominator of which is 10.

(3) A participant who is not, at any time, considered an active participant in any qualified defined contribution plan maintained by an Employer or any member of the affiliated group may receive from this Plan maximum annual retirement benefits which exceed 100% of his average earnings for his three consecutive highest paid limitation years provided such maximum annual retirement benefits shall not be in excess of $10,000 for the current Plan Year and for each prior Plan Year.

(c) Defined Contribution and Defined Benefit Plans – Effective for all limitation years beginning after December 31, 1982 and prior to January 1, 2000, if a Participant is covered at any time under a qualified defined contribution retirement plan which is not a

multiemployer plan and which is also maintained by an Employer, or any member of the affiliated group, the sum of the defined contribution fraction as described in (1) below and the defined benefit fraction as described in (2) below shall not exceed 1.0:

(1) the numerator of the defined contribution fraction shall be the sum of the annual additions credited to the Participant for all limitation years (determined as of the end of the limitation year) and the denominator shall be the sum of the lesser of the following amounts (computed for each limitation year as of the end of the limitation year, including years when he was not a Participant either because he was not eligible to participate or because the Employer did not maintain a defined contribution plan):

(A) 125% of the dollar limitation in effect under Code Section 415(c)(1)(A) for such year; or

(B) 35% of the Participant's earnings paid during such year.

(2) The numerator of the defined benefit fraction shall be the Participant's projected annual retirement benefit under any qualified defined benefit retirement plan of the Employer or of any member of the affiliated group (determined as of the end of the limitation year) and the denominator shall be The lesser of:

(A) 125% of the dollar limitation in effect under Section 415(b)(1)(A) of the Code; or

(B) 140% of the Participant's average earnings for his projected three consecutive highest paid limitation years.

(d) Adjustments --

(1) Adjustment for Retirement Before the Participant's Social Security Retirement Age. If the retirement benefits of a Participant commence before the Participant's social security retirement age, the defined benefit dollar limitation shall be adjusted so that it is the actuarial equivalent of an annual benefit of $90,000, multiplied by the adjustment factor as provided by the Secretary of Treasury, beginning at the social security retirement age. The adjustment provided for in the

preceding sentence shall be made in such manner as the Secretary of Treasury may prescribe which is consistent with the reduction for old-age insurance benefits commencing before the social security retirement age under the Social Security Act.

(2) Adjustment for Retirement After the Participant's Social Security Retirement Age. If the retirement benefit of a Participant commences after the Participant's social security retirement age, the defined benefit dollar limitation shall be adjusted so that it is the actuarial equivalent of a benefit of $90,000, beginning at the social security retirement age, multiplied by the adjustment factor as provided by the Secretary of Treasury, based on the lesser of the interest rate assumption under the Plan or on an assumption of five percent (5%) per year.

7.8A. Maximum Benefit After August 31, 2007

The following limitations shall apply to determine the maximum annual retirement benefit permitted to be paid after August 31, 2007.

(a) **Limitations on Benefits Under Section 415.** In addition to any. other limitations set forth in the Plan and notwithstanding any other provisions of the Plan, effective for Limitation Years beginning on and after September 1, 2007, benefits under the Plan shall be limited in accordance with Section 415 of the Code and the Treasury Regulations thereunder, in accordance with this Section. This Section 7.8A is intended to incorporate the requirements of Section 415 of the Code by reference except as otherwise specified herein.

(b) **Definitions.** For purposes of this Section 7.8A, the following terms shall have the following meanings.

(1) The "annual dollar limit" with respect to a Limitation Year means the maximum permissible benefit determined in accordance with Section 415 of the Code and the Treasury Regulations thereunder.

(2) Plan Benefit. "Plan Benefit" means, as of any date, the amount of a Participant's benefit as determined under the applicable provisions of the Plan before the application of the limits in this Section 7.8A .

(3) "Severance from Employment" has occurred when a Participant is no longer an Employee of any Employer maintaining the Plan.

(c) **Limit on Accrued Benefits.** For Limitation Years beginning on or after September 1, 2007, in no event shall a Participant's benefit accrued under the Plan for a Limitation Year exceed the annual dollar limit for that Limitation Year. If a Participant's Plan Benefit for a Limitation Year beginning on or after September 1, 2007 would exceed the annual dollar limit for that Limitation Year, the accrued benefit, but not the Plan Benefit, shall be frozen or reduced so that the accrued benefit does not exceed the annual dollar limit for that Limitation Year.

(d) **Limit on Benefits Distributed or Paid.** For Limitation Years beginning on or after September 1, 2007, in no event shall the annual amount of benefit distributed or otherwise payable to or with respect to a Participant under the Plan in a Limitation Year exceed the annual dollar limit for that Limitation Year. If the benefit distributable or otherwise payable in a Limitation Year would exceed the annual dollar limit for that Limitation Year, the benefit shall be reduced so that the benefit distributed or otherwise payable does not exceed the annual dollar limit for that Limitation Year.

(e) **Protection of Prior Benefits.** To the extent permitted by law, the application of the provisions of this Section 7.8A shall not cause the benefit that is accrued, distributed or otherwise payable for any Participant, including the Participant's annual benefit accrued under the Plan as separately determined for each contributing Employer, to be less than the Participant's accrued benefit as of August 31, 2007 under the provisions of the Plan that were both adopted and in effect before April 5, 2007 and that satisfied the limitations under Section 415 of the Code and the Treasury Regulations thereunder as in effect as of August 31, 2007.

(f) **Section 415 Cost of Living Adjustments: Intentionally left blank.**

(g) **Order in Which Limits Are Applied to Joint and Survivor Annuities.** To the extent permitted by law, a Participant's Qualified Joint and Survivor Annuity form of payment and the survivor annuity portion of such form of payment are computed by applying a reduction factor or factors to a Participant's Plan Benefit before the limits under this Section 7.8A are applied; provided however that the survivor annuity may not exceed the benefit that would have been payable to the Participant after application of the limits in this Section 7.8A.

(h) **Calculation of Small Pensions.** In determining the amount of benefit payable under Section 415(b)(5) of the Code and the Treasury Regulations thereunder (annual benefits of $10,000 or less), a Participant who is permanently and totally disabled within the meaning of Section 415(c)(3)(C)(i) of the Code and the Treasury Regulations thereunder for an accrual computation period shall be credited with service with respect to that computation period for purposes of Section 415 (b)(5)(B) of the Code and the Treasury Regulations thereunder.

(i) **Aggregation of Plans.** In the event that a Participant's aggregated benefits exceeds the limits under Section 415 of the Code and the Treasury Regulations thereunder as a result of the mandatory aggregation of the benefits under this Plan with the benefits under another non-multiemployer plan maintained by an Employer, the benefits of the other plan shall be reduced to the extent necessary to comply with Section 415 of the Code and the Treasury Regulations thereunder.

(j) **General.**

(1) To the extent that a Participant's benefit is subject to the provisions of Section 415 of the Code and the Treasury Regulations thereunder that have not been set forth in this Plan, such provisions are hereby incorporated by reference into this Plan and for all purposes shall be deemed a part of the Plan.

(2) This Section 7.8A is intended to satisfy the requirements imposed by Section 415 of the Code and the Treasury Regulations thereunder and shall be construed in a manner that will effectuate this intent. This Section 7.8A shall not be construed in a manner that would impose limitations that are more stringent than those required by Section 415 of the Code and the Treasury Regulations thereunder.

(3) If and to the extent that the rules set forth in this Section 7.8A are no longer required for qualification of the Plan under Section 401(a) and related provisions of the Code and the Treasury Regulations thereunder, they shall cease to apply without the necessity of an amendment to the Plan.

(k) **Adjustment for Benefits Subject to Section 417(e).**

(1) Effective for Annuity Starting Dates in years beginning on and after September 1, 2006, for purposes of adjusting any benefit under Section 415(b)(2)(B) of the

Code for any form of benefit subject to Section 417(e)(3) of the Code, the interest rate assumption shall be not less than the greater of:

(A) the interest rate specified in the Plan,

(B) 5.5 percent, and

(C) the interest rate that produces a benefit of not more than 105% of the benefit that would be provided using the "applicable interest rate" (as defined in Section 417(e)(3) of the Code).

(2) Effective for Annuity Starting Dates in Plan Years beginning on and after September 1, 2004, and ending on August 31, 2006, for purposes of adjusting any benefit under Section 415(b)(2)(B) of the Code for any form of benefit subject to Section 417(e)(3) of the Code, the interest rate assumption shall be not less than the greater of:

(A) the interest rate specified in Plan, and

(B) 5.5 percent;

(l) **Interpretation or Definition of Other Terms.** The terms used in this Section 7.8A that are not otherwise expressly defined in the Plan, shall be defined, interpreted and applied for purposes of this Section 7.8A as prescribed in Section 415 of the Code and the Treasury Regulations thereunder.

7.9. Small Payments. In the event that the monthly pension payments to any Participant or Beneficiary are less than $25 per month, the Trustees in their sole discretion, may pay such pension benefit at any time in quarterly or semiannual installments or, in the case of payments to a Beneficiary, in a lump sum of actuarial equivalent value.

ARTICLE VIII Surviving Spouse Benefit

8.1. Eligibility. The surviving Spouse of a Participant who earned an Hour of Vesting Service after September 1, 1974, and died on or after January 1, 1985, will be eligible for a death benefit under this Plan upon the Participant's death if the following conditions are satisfied:

(a) The Participant had at least 5 Years of Vesting Service, and

(b) The Participant had not filed with the Trustees a rejection of the Surviving Spouse Benefit accompanied by the written consent of his Spouse, and

(c) If the Participant had not retired, he and his Spouse had been married to each other for at least one year prior to his death, and

(d) If the Participant had retired, the Participant and Spouse are married at the date of the Participant's retirement and at the date of the Participant's death.

8.2. Amount of Benefit. A Spouse who is entitled to a benefit under Section 8.1 will receive the benefit described in (a) or (b):

(a) If the present value (determined using the factors set forth in Section 1.3(a)) of the monthly benefit described in subparagraph (b) is $5,000 or less, a lump sum payment equal to said present value, or

(b) A monthly payment equal to 50% of the monthly amount that the Participant was receiving or, if payments had not commenced, 50% of the amount the Participant would have received had he retired and begun to receive a pension in the Regular Form on the first of the month in which he died, provided the present value (determined using the factors set forth in Section 1.3(a)) of said monthly benefit is greater than $5,000.

If a Participant dies after his Normal Retirement Age but before he begins to receive benefits from the Plan, the surviving Spouse shall be entitled, in addition to the benefits described in (a) or (b) above, to the full amount of any retroactive payments that would have been made to the Participant under Section 6.5 if he had retired and begun to receive benefits on the first of the month after his death.

Payment of the monthly Surviving Spouse Benefit on behalf of a Participant who had not begun to receive benefits from the Plan shall commence on the first day of the month after the month in which the Participant

would have reached age 55. No such Benefit shall be payable if the Spouse dies before the Participant would have reached age 55. The surviving Spouse of a Participant who had not begun to receive benefits from the Plan may defer the commencement of monthly benefits until the date the Participant would have reached age 70-1/2, provided that the monthly benefit amount shall not be adjusted in any way. If benefits are deferred and the Spouse dies before payments commence, the benefits must be distributed to the Spouse's beneficiary as designated on a form approved by the Trustees or, if she has no beneficiary, to her estate, within five years of the Spouse's death.

8.3. Retirement Election.

(a) No consent by a Participant's spouse to a distribution or election of an optional form shall be valid until after written notification as described herein is received by the Participant. The Trustees shall provide such notice no less than 30 days nor more than 180 days before the Annuity Starting Date.

(1) Such notice shall contain a written explanation of

(A) the terms and conditions of the Surviving Spouse Benefit form

(B) the Participant's right to make and the effect of an election to waive the Surviving Spouse Benefit form;

(C) the rights of the spouse; and

(D) the right to make, and the effect of, a revocation of a previous election to waive the Surviving Spouse Benefit form.

(2) Such notice shall also contain a description of

(A) the optional forms available, if any

(B) the eligibility conditions for such optional forms,

(C) the financial effect of electing an optional form,

(D) the relative value of each optional form compared to the Surviving Spouse Benefit Form, and

(E) 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.

(F) any other material features of each optional form.

The election of or subsequent change of any optional form must be filed with the Trustees no later than the Annuity Starting Date. The consent of the Participant's spouse will be required in the event of any election or change of election made by a Participant.

(b) After first receiving a written explanation of the terms and conditions of the Surviving Spouse Benefit, including its practical (dollars and cents) effect on his benefits and the effect of an election to take the Optional Form of benefit payment in lieu of the Surviving Spouse Benefit, a Participant may reject, in writing, the Surviving Spouse Benefit during the 180 day period prior to the commencement of benefit payments. If a Participant rejects the Surviving Spouse Benefit, the Participant's Spouse must consent in writing to that rejection. The Spouse's consent must acknowledge the effect of the rejection and be witnessed by a Plan representative or a notary public. The Spouse's consent is not required if it is established to the satisfaction of the Trustees that the Participant has no Spouse, the Spouse cannot be located or other circumstances exist which, under Treasury regulations, obviate the need for such consent. The Participant may revoke the rejection of the Surviving Spouse Benefit at any time during the 180-day election period without the consent of the Spouse. If the Participant subsequently rejects the Surviving Spouse Benefit, the Spouse's written consent must again be obtained.

(c) The monthly amount of the Participant's pension, once it has become payable, shall not be increased if the Spouse predeceases the Participant or if the Spouse is subsequently divorced from the Participant. If the Participant and Spouse are divorced after pension payments begin, the Spouse will not be eligible to receive a Surviving Spouse Benefit unless a court orders such payment pursuant to Section 10.4.

(d) The Trustees shall be entitled to rely on a written representation last filed by the Participant before the effective date of his pension as to his marital status. This reliance shall include the right to deny benefits to a person claiming to be the spouse of a Participant which contradicts such representation of the Participant. Election or rejection may not be made or altered following the death of a Participant.

(e) Notwithstanding any provisions of the Plan to the contrary, any distribution may commence less than 30 days after the notice required in Subsection (a) is given, provided that:

(1) the Trustee clearly informs the Participant that the Participant has a right to a period of at least 30 days after receiving the notice to consider the decision of whether or not to elect a distribution (and, if applicable, a particular distribution option),

(2) the Participant, after receiving the notice, affirmatively elects a distribution,

(3) the Participant must be permitted to revoke an 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 notice is provided to the Participant; and

(4) distribution in accordance with the affirmative election does not commence before the expiration of the seven-day period that begins the day after the notice is provided to the Participant.

8.4. Special Rules Concerning Qualified Offset Orders. If a Qualified Offset Order is received by the Plan, if the Participant is married to a Spouse on the date such Qualified Offset Order is made, and if the Qualified Offset Order retains the right of the Spouse to receive the qualified joint and survivor annuity form of benefit provided in ERISA §205 or the Surviving Spouse Benefit, such qualified joint and survivor annuity or Surviving Spouse Benefit shall be determined as if (i) the Participant terminated employment on the date of the offset, (ii) there was no offset, (iii) the Plan permitted commencement of benefits only on or after normal retirement age, (iv) the Plan provided a qualified joint and survivor annuity or Surviving Spouse Benefit which is the actuarial equivalent of the Participant's accrued benefit under which the survivor annuity is 50-percent of the amount of the annuity which is payable during the joint lives of the Participant and Spouse.

8.5. Effect Of Qualified Domestic Relations Order. To the extent the Plan is required by a QDRO to treat a former Spouse as the current Spouse of a Participant for purposes of all or a portion of a Surviving Spouse Benefit, then the current Spouse of such Participant shall not be treated as the current Spouse of the Participant as to that portion of the benefit assigned to the alternate payee. If the Surviving Spouse Benefit is payable to more than one individual who is treated as the Participant's surviving

Spouse, the total amount payable by the Plan as a Surviving Spouse Benefit may not exceed the amount that would be paid if there were only one surviving Spouse. A QDRO may provide that the current Spouse waives all, or any portion of, future rights of the current Spouse to the Surviving Spouse Benefit. If a QDRO provides for such benefits to a former Spouse, or provides that the Participant's Spouse foregoes such Surviving Spouse Benefit, then the Participant's Spouse shall not be entitled to the Surviving Spouse Benefit.

ARTICLE IX Amendment and Termination

9.1. Power to Amend. The Trustees may amend or modify this Plan at any time, except that no amendment or modification may:

(a) Alter the basic purposes of the Plan;

(b) Conflict with any applicable law or government regulation;

(c) Cause the use or diversion of any part of the Trust for purposes other than those authorized herein;

(d) Retroactively deprive anyone of his vested right or vested benefits or decrease the accrued benefit of any Participant, except:

(1) As necessary to establish or maintain the qualification of the Plan or Trust under the Internal Revenue Code and to conform the Plan or Trust to the requirements of the Employee Retirement Income Security Act of 1974 ("ERISA"); or

(2) If the amendment meets the requirements of Section 302(c)(8) of ERISA and Section 412(c)(8) of the Internal Revenue Code, and the Secretary of Labor has been notified of such amendment and either approves the amendment or, within 90 days after the date on which such notice was filed, fails to disapprove the amendment.

(e) Conflict with the provisions of a collective bargaining agreement.

9.2. Method of Amending. This Plan may be amended at any time by the majority vote of the Trustees. Any amendment approved by a majority vote of the Trustees may be executed by the duly authorized Co-Chairmen of the Trustees. Any amendment to the Plan shall become effective at the time stated in the written instrument evidencing such amendment.

9.3. Termination of Plan.

(a) Right to Terminate. The Trustees shall have the right to discontinue or terminate this Plan in whole or in part.

(b) Allocation of Assets and Notice to Pension Benefit Guaranty Corporation. The Trustees shall file, prior to the effective date of a complete termination, a notice with the Pension Benefit Guaranty Corporation that the Plan is to be terminated on the proposed termination date. The termination may not be earlier than ten days after the filing of such notice. The Trustees will pay no amount pursuant to this Article IX unless they receive notice from the Pension Benefit Guaranty Corporation that the assets held under the Plan are sufficient to discharge the obligations of the Plan as determined by the Pension Benefit Guaranty Corporation. In this event the Trustees may distribute the assets of the Plan in the manner described in Article XI of the Trust Agreement. If the Pension Benefit Guaranty Corporation determines that the assets held under the Plan are insufficient to discharge the obligations of the Plan and the Pension Benefit Guaranty Corporation institutes proceedings to terminate the Plan, the Pension Benefit Guaranty Corporation will be responsible for determining the degree of insurance coverage, the priority of claims and the distribution of assets and insurance proceeds to all claimants, in accordance with Section 4022A of the Employee Retirement Income Security Act of 1974 or such other section as shall then be applicable to multiemployer plans. In the case of a partial termination, the pertinent assets may be distributed in accordance with Article XI of the Trust Agreement without notice to the Pension Benefit Guaranty Corporation, provided such action is consistent with the then applicable law.

9.4. Vesting Upon Partial or Complete Termination. Upon a partial or complete termination of the Plan each affected Participant shall be fully vested in his accrued benefits to the extent then funded. However, a Participant's recourse toward satisfaction of his benefit shall be limited solely to the Plan assets as allocated under Section 9.3 above or to the Pension Benefit Guaranty Corporation.

ARTICLE X Miscellaneous

10.1. Nonguarantee of Employment. Nothing contained in this Plan shall constitute a contract of employment between an Employer and any Employee, or grant any Employee the right to continue in the employment of an Employer, or limit the right of an Employer to discharge any of its Employees, with or without cause.

10.2. Rights to Trust Assets. No Employee, former Employee, retired Employee, Beneficiary or any person claiming by or through any such person, shall have any right, interest or title to any benefits under the Trust or the Plan, except as the Plan specifically grants such right, interest or title. All benefits as provided in the Plan shall be paid solely out of the assets of the Trust and the Employers shall not be liable therefor in any manner.

10.3. Limitation on Assignment.

(a) General Limitation. Except as provided in Sections 10.3(b) and Section 10.4, no pension benefit under the Plan shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, charge, garnishment, execution or levy of any kind, either voluntary or involuntary, including any such liability which is for alimony or other payment for the support of a Spouse, former Spouse or any relative, until such payment has been actually received by the person entitled to it. Any attempt to anticipate, alienate, sell, transfer, assign, pledge, encumber, charge or otherwise dispose of the same shall be void. Further no pension benefit under the Plan shall in any manner be liable for or subject to the debts, contracts, liabilities, engagements or torts of the person entitled to such benefit.

(b) Exceptions to General Limitation. In the event the Plan is required to make payment of all or any portion of a Participant's or Beneficiary's benefits pursuant to the requirements of a Qualified Offset Order, such person's benefits shall be limited or reduced as required by the terms of such Qualified Offset Order notwithstanding any other provision of this Plan to the contrary. Other exceptions include (1) any voluntary and revocable assignment by a Participant or Beneficiary after commencement of benefits has begun which does not exceed 10-percent of any benefit payment and which does not have the effect of defraying Plan administration costs, or (2) any arrangement whereby a Pensioner or Beneficiary directs the Plan to pay all, or any portion, of a Plan benefit payment to a third

party if such arrangement is revocable at any time by the Pensioner or Beneficiary and the third party files a written acknowledgment with the Trustees wherein the third party states that such third party has no enforceable right in, or to, any Plan benefit payment or portion thereof (except to the extent of payments actually received pursuant to the terms of the arrangement). Such written acknowledgment must be filed with the Trustees no later than 90 days after the arrangement is entered into. Further, if the terms of Section 10.3(a) are contrary to the law governing in a particular circumstance, then, as to that circumstance any such payment shall be allowed to the maximum extent permitted by such law.

10.4. Qualified Domestic Relations Orders.

(a) The provisions of Section 10.3 shall not apply to a qualified domestic relations order. The Trustees shall abide by the terms of any qualified domestic relations order. A "qualified domestic relations order" means any judgment, decree, or order (including approval of a property settlement agreement) which creates or recognizes the existence of an alternate payee's right to receive all or a portion of the benefits payable to a Participant hereunder pursuant to a state's domestic relations law relating to the provision of child support, alimony payments, or marital property rights to a Spouse, former Spouse, child, or other dependent of the Participant provided that the order specifically states:

(1) The name and last known mailing address of the Participant and of each alternate payee covered by the order; and

(2) The amount or percentage of the Participant's benefits to be paid by the Plan to each alternate payee or the manner in which the amount or percentage is to be determined; and

(3) The number of payments or the period to which the order applies; and

(4) The name of each plan to which the order applies.

(b) A qualified domestic relations order may not:

(1) Permit payments in a form other than a form provided under the Plan;

(2) Require the Plan to provide benefits greater than the actuarial value of the Participant's benefits provided under the Plan;

(3) Require payments of benefits to an alternate payee if payments are being made to another payee under a prior qualified domestic relations order.

(c) The Plan shall establish reasonable written procedures to determine the qualified status of domestic relations orders and to administer distributions made under a qualified domestic relations order.

(d) The Trustees shall promptly notify the Participant and any named alternate payee of the receipt of a domestic relations order and the Plan procedures used for determining whether the order is a qualified domestic relations order.

(e) The Trustees shall, within a reasonable period following receipt of a domestic relations order, determine whether the order is qualified and notify the Participant and each alternate payee of its determination.

(f) During the period beginning when the domestic relations order is received and ending with the earlier of the date of determination of its qualified status or the expiration of 18 months, the Trustees shall segregate in a separate account or escrow account the amounts which would be payable during such period to the alternate payee if the domestic relations order is determined to be qualified.

(g) If, within 18 months of receipt of the domestic relations order by the Trustees, the order is determined to be qualified, the Trustees shall pay the segregated amounts, with any interest earned thereon, to the alternate payee pursuant to the terms of such order. If, within 18 months of receipt, the order is determined not to be qualified, or the order's status is unresolved, the Trustees shall pay the segregated amounts, with any interest earned thereon, to the person or persons who would be entitled to such amounts if no order had been received.

(h) A determination that a domestic relations order is qualified which is made later than 18 months after the receipt of the order shall operate prospectively only.

(i) Distributions made pursuant to this Section 10.4 shall completely discharge the Plan and the Trustees of all obligations with respect to the Participant and each alternate payee to the extent of any distributions made.

(j) Effective September 1, 2007, a domestic relations order that otherwise satisfies the requirements for a qualified domestic relations order (QDRO) will not fail to be a QDRO:

(i) solely because the order is issued after, or revises, another domestic relations order or QDRO; or (ii) solely because of the time at which the order is issued, including issuance after the annuity starting date or after the Participant's death.

A domestic relations order described above is subject to the same requirements and protections that apply to QDROs.

10.5. Facility of Payment. In the event that the Trustees shall determine, on the basis of medical reports or other evidence satisfactory to them, that a Participant entitled to receive retirement benefits under the Plan is unable to care for his affairs because of illness, accident or disability, the Trustees, in their sole discretion and as they deem advisable, may pay any amount to which the Participant is entitled to:

(a) The Participant's Spouse;

(b) One or both of his parents;

(c) One or more of his brothers or sisters; or

(d) Any other person or persons who have incurred expenses for the Participant.

It is provided, however, that if prior claim for any amount owing to the Participant is made by his duly qualified guardian or legal representative, the Trustees shall pay the amount to which the Participant is entitled to such guardian or legal representative. Any payment made pursuant to this section in good faith shall be a payment for the account of the Participant and shall be a complete discharge from any liability of the Plan and the Trustees.

10.6. Information Furnished by Employee. The Trustees shall have the right to require, as a condition precedent to the payment of any benefit hereunder, all information which they reasonably deem necessary, including records of employment, proof of date of birth, evidence of existence, etc., and no benefit requiring any such information shall be payable until receipt of such information. The Union, Employers, Employees, retired Employees and beneficiaries, as applicable, shall furnish such required information.

10.7. No Employer Right to Fund. Neither the Employers nor the Union shall have any right, title or interest in the contributions made by them or any of them to the Trust and no part of the Trust shall revert to the Employers or the Union.

10.8. Disclaimer of Liability. Neither the Employers nor the Trustees guarantee the Trust in any manner against loss or depreciation. The Employers and the Union shall not be responsible for any act or failure to act of the Trustees. The Trustees shall not be responsible for any act or failure to act of any Employer. Anything in the Plan to the contrary notwithstanding, no benefits shall be payable except those which can be provided under the Plan, and no person shall have any claim for benefits against the Union, any Employer or the Trustees.

10.9. Savings Clause. In case any provision of this Plan shall be illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining parts of this Plan, but this Plan shall be construed and enforced as if it has never contained said illegal and invalid provisions.

10.10. Administered Solely by Trustees. The Plan shall be administered solely by the Trustees and employees or agents of the Trustees, acting for them as authorized, and the decisions of the Trustees in all matters pertaining to the administration of the Plan shall be final. The Trustees shall make such rules and prescribe such procedures for the administration of the Plan as they shall deem necessary and reasonable.

The Trustees are expressly granted the complete and exclusive discretionary authority to (1) establish this Plan of benefits and any other instruments, forms, policies or other matters, (2) determine eligibility for benefits, (3) construe and interpret the terms of this Plan, including ambiguous or disputed terms and meanings, and (4) correct defects, supply omissions or reconcile inconsistencies to the extent necessary to effectuate the Plan and any such action shall be conclusive to the extent permitted by law. The Trustees may delegate or allocate any of their discretionary authority in accordance with the Agreement and Declaration of Trust.

10.11. Merger, Consolidation or Transfer of Assets and Liabilities to Other Plans. There shall be no merger or consolidation of the Plan nor a transfer of the Plan's assets or liabilities to another Plan unless each Participant would be entitled to receive a pension benefit immediately after such event (if such other plan then terminated) which is equal to or greater than the pension benefit he would have been entitled to receive if the Plan had terminated immediately prior to such event.

10.12. Service in More Than One Fiduciary Capacity. Any individual, entity or group of persons may serve in more than one fiduciary capacity with respect to the Plan, the Trust or both.

10.13. Employer Cooperation. Each Employer shall provide the Trustees or their designee with personnel data as is necessary to carry out the provisions of the Plan and Trust and to comply with applicable law.

10.14. Withdrawal Liability.

(a) As soon as practical following an Employer's withdrawal, the Trustees will notify the Employer of the amount of the Employer's withdrawal liability and the Employer's obligation to make withdrawal payments. An Employer's total withdrawal liability shall be computed as provided in subsection (b). That total withdrawal liability shall be paid in monthly withdrawal payments in an amount equal to 1/12th of the amount determined by multiplying the highest contribution rate at which the Employer was obligated to contribute to the Plan during the ten Plan Years ending with the Plan Year in which the withdrawal occurs by the average annual number of Hours of Benefit Service earned by Employees of that Employer for the three consecutive Plan Years, during the ten Plan Years preceding the Plan Year of the withdrawal, in which the total of such Hours of Benefit Service was highest.

Such payments shall begin the first of the month following notice by the Trustees to the Employer. Payments shall continue for that number of months which equals 12 times the number of years necessary to amortize the withdrawal liability in level annual payments commencing the first day of the Plan Year following the Plan Year of withdrawal and the first day of each subsequent Plan Year. The amortization period will be determined using assumptions utilized in the Plan's most recent actuarial valuation preceding the date of withdrawal. In no event will more than 240 payments be required.

The Trustees may, in their discretion, instead require quarterly, semiannual or annual payments if they deem it appropriate.

(b) An Employer's total withdrawal liability shall be determined using the direct attribution method of allocating withdrawal liability described in Section 4211(c)(4) of the Employee Retirement Income Security Act of 1974 ("ERISA"). The share of Plan assets allocated to an Employer under the direct attribution rule shall be based on contributions as prescribed in Section 4211(c)(4)(D)(ii) of ERISA.

(c) Any of the following shall constitute a default in payment of the withdrawal liability and shall cause the entire unpaid balance of the withdrawal liability to become immediately due and payable:

(1) The Employer fails to pay an installment when due and does not cure the failure within 60 days of written notice thereof,

(2) The Employer files a petition in bankruptcy;

(3) Insolvency or bankruptcy proceedings are commenced against the Employer under state or federal law;

(4) The negotiation by the Employer for sale of all or substantially all of its assets;

(5) Any other circumstances which the Trustees deem likely to adversely affect the Employer's ability to pay its entire withdrawal liability, combined with the Employer's failure to provide adequate security satisfactory to the Trustees after written request from the Trustees.

The Trustees may waive default in the event the Employer cures the default to the satisfaction of the Trustees. Any amount not paid when due shall carry interest at the prime interest rate charged by the Plan's depository bank.

10.15. Partial Withdrawals. A determination as to whether an Employer has partially withdrawn from the Plan shall be made in accordance with Section 4205 of the Employee Retirement Income Security Act of 1974.

10.16. Multiemployer Plans in Critical Status. Effective for Plan Years beginning after 2007, in the event that the Plan is considered to be in critical status as defined in Code Section 432(e), the Trustees will adopt a rehabilitation plan not later than the 330th day of the Plan Year for which the Plan is first certified as critical. A rehabilitation plan is a plan consisting of the actions, including options or a range of options to be presented to the Union and which, under reasonable actuarial assumptions, will allow the Plan to emerge from critical status by the end of the rehabilitation period. Those actions may include reductions in Plan expenditures, reductions in future benefit accruals, and increases in contributions, if agreed to by the Union. The Trustees will provide copies of the schedules and other relevant information to the Union within 30 days after the adoption of the rehabilitation plan.

ARTICLE XI Eligible Rollover Distributions

11.1. Purpose. This Article XI applies to distributions made on or after September 1, 1993. Notwithstanding any provision in 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 set forth below, to have any portion of an Eligible Rollover Distribution paid directly to an Eligible Retirement Plan specified by the Distributee in a Direct Rollover.

11.2. Definitions.

(a) "Direct Rollover" shall mean a payment by the Plan to the Eligible Retirement Plan specified by the Distributee.

(b) "Distributee" shall mean the following persons:

(1) the Participant or former Participant;

(2) the surviving spouse of the Participant or former Participant who is eligible to receive a distribution on account of the death of the Participant;

(3) the spouse or former spouse of the Participant or former Participant who is eligible to receive a distribution by reason of being an alternate payee under a Qualified Domestic Relations Order; or

(4) Effective for distributions made after September 1, 2010, a Distributee also includes a non-spouse Beneficiary, except that with respect to such non-spouse Beneficiary an Eligible Retirement Plan is an individual retirement account or individual retirement annuity described in Section 408(a) of the Code or 408(b) of the Code, respectively, or a Roth individual retirement account or annuity described in Section 408A of the Code that is established on behalf of the Beneficiary and that will be treated as an inherited IRA pursuant to the provisions of Section 402(c)(11) of the Code.

(c) "Eligible Retirement Plan" shall mean:

(1) an individual retirement account described in Section 408(a) of the Code;

(2) an individual retirement annuity described in Section 408(b) of the Code (other than an endowment contract);

(3) an annuity plan described in Section 403(a) of the Code; or

(4) a qualified trust under Section 401(a) of the Code, the terms of which permit acceptance of an Eligible Rollover Distribution.

In the case of an Eligible Rollover Distribution to the surviving spouse, an Eligible Retirement Plan shall mean a plan described in subsection (a) or (b) above.

(d) Effective January 1, 2002, "Eligible Retirement Plan" shall mean:

(1) an individual retirement account described in Code §408(a);

(2) an individual retirement annuity described in Code §408(b)(other than an endowment contract);

(3) an annuity plan described in Code §403(a);

(4) an annuity contract described in Code §403(b);

(5) an eligible deferred compensation plan described in Code §457(b) which is maintained by an eligible employer described in Code §457(e)(1)(A), provided the plan agrees to separately account for amounts rolled into such plan; or

(6) a qualified trust under Code §401(a) which is exempt from tax under Section 501(a) of the Code, which permits acceptance of an Eligible Rollover Distribution.

In the case of an Eligible Rollover Distribution to the surviving spouse, an Eligible Retirement Plan means a plan described in subsections (1) through (6) above.

Effective September 1, 2008, "Eligible Retirement Plan" shall mean:

(1) an individual retirement account described in Code Section 408(a);

(2) an individual retirement annuity described in Code Section 408(b) (other than an endowment contract);

(3) an annuity plan described in Code Section 403(a);

(4) an annuity contract described in Code Section 403(b);

(5) an eligible deferred compensation plan described in Code Section 457(b) which is maintained by an eligible employer described in Code Section 457(e)(1)(A). provided the plan agrees to separately account for amounts rolled into such plan;

(6) a qualified trust under Code Section 401(a) which is exempt from tax under Code Section 501(a) of the Code, which permits acceptance of an Eligible Rollover Distribution; or

(7) a Roth individual retirement account or Roth individual retirement annuity described in Code Section 408A.

(e) "Eligible Rollover Distribution" shall mean any distribution occurring on or after September 1, 1993 to a Distributee of all or any portion of the balance to the credit of the Distributee, except that such terms shall not include:

(1) any distribution which is one of a series of substantially equal periodic payments (not less frequently than annually) made over any one of the following periods:

(A) the life of the Distributee (or joint lives of the Distributee and Distributee's designated beneficiary); or

(B) the life expectancy of the Distributee (or joint life of the Distributee and Distributee's designated beneficiary); or

(C) a specified period of ten years or more.

(2) any distribution to the extent such distribution is required under Section 401(a)(9) of the Code.

(3) the portion of any distribution which would not be includible in the gross income of the Distributee if not transferred as provided herein.

11.3. Eligible Rollover Distribution.

(a) For any distribution made on or after September 1, 1993 which is an Eligible Rollover Distribution, the Distributee may elect during the Election Period to have all or any portion of the Eligible Rollover Distribution transferred directly by this Plan to an Eligible Retirement Plan in a Direct Rollover subject to the procedures and rules set forth in this Section 11.3.

(b) The Distributee shall make an election within the Election Period on such forms as the Trustees may reasonably require, which shall include therein the explanation required by Section 402(f) of the Code. If the Distributee elects the Direct Rollover, the Distributee shall be required to specify the Eligible Retirement Plan to which the Eligible Rollover Distribution is to be paid. The Distributee's election to make or not to make a Direct Rollover shall not become a valid election until thirty (30) days have elapsed after the explanation required by Section 402(f) of the Code was provided to the Distributee unless the Distributee, after receiving such explanation, affirmatively elects to waive this thirty day requirement.

(c) If the Distributee fails to make an affirmative election within the Election Period or fails to specify such information as required to accomplish the Direct Rollover, the Distributee shall be deemed to have elected not to directly rollover the distribution, provided that the Distributee has received an explanation of the direct rollover option required under Section 402(f) of the Code within the Election Period.

(d) The Distributee may elect only one Eligible Retirement Plan for any one Eligible Rollover Distribution.

(e) The Distributee may revoke his prior election in writing at any time before the transfer of such Eligible Rollover Distribution to the Eligible Retirement Plan or distribution to the Distributee. No revocation shall be deemed effective until actually received by the Plan Administrator. The number of revocations shall not be limited.

(f) The Distributee may elect to directly rollover only a portion of an Eligible Rollover Distribution, provided however that the amount directly rolled over shall not be less than $500.

(g) A Distributee shall not be eligible to elect a Direct Rollover with respect to any Eligible Rollover Distributions from the Fund during any calendar year if such distribution(s) are reasonably expected to total less than $200 for such calendar year.

ARTICLE XII Qualified Military Service

12.1. Qualified Military Service

(a) Effective December 12, 1994 and notwithstanding any provisions of this Plan to the contrary, contributions, benefits and service credit with respect to qualified military service will be provided in accordance with Code Section 414(u).

(b) In the case of a death occurring on or after January 1, 2007, if a Participant dies while performing qualified military service (as defined in Code Section 414(u)), the survivors of the Participant are entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) provided under the Plan as if the Participant had resumed and then terminated employment on account of death. In addition, such Participant is entitled to vesting credit under the Plan for the period of such qualified military service.

(c) For years beginning after December 31, 2008, (a) an individual receiving a differential wage payment, as defined by Code Section 3401(h)(2), shall be treated as an employee of the employer making the payment and the (b) the differential wage payment shall be treated as "Code Section 415 compensation" where used for purposes of the Plan.

[redacted]

IN WITNESS WHEREOF, the undersigned Trustees have adopted this Plan this 6th day of November, 2014.

Mark A. Espinosa

Maureen Mas

8081728v6/03367.001

FIRST AMENDMENT

UNITED FOOD AND COMMERCIAL WORKERS' UNION LOCAL 919 AND CONTRIBUTING EMPLOYERS' NON-FOOD PENSION PLAN (AS AMENDED AND RESTATED EFFECTIVE SEPTEMBER 1, 2014)

WHEREAS, the Board of Trustees of the United Food and Commercial Workers' Union Local 919 and Contributing Employers' Non-Food Pension Plan adopted an amended and restated plan effective September 1, 2014: and

WHEREAS, the Plan notified the Pension Benefit Guarantee Corporation that the Plan was terminated (due to a mass withdrawal) on August 31, 2001; and

WHEREAS, in accordance with Article IX, Section 9.1 of the United Food and Commercial Workers' Union Local 919 and Contributing Employers' Non-Food Pension Plan (the "Plan"), the Trustees shall have the right to amend the Plan; and

WHEREAS, the Board of Trustees wish to provide for a period in which to bring any court challenge to the decision of the Administrator upon a claim appeal; and

WHEREAS, the Trustees desire to amend the Plan to implement the foregoing, to the extent permitted by Title IV of ERISA for a terminated plan.

NOW, THEREFORE, BE IT RESOLVED, that subject to Title IV of ERISA the Trustees hereby adopt, the following amendment effective May 1, 2026.

1. Section 6.8 is amended by adding at the end thereof:

> No legal action may be commenced against the Plan or the Plan Administrator more than one (1) year after the date of the final written determination of your appeal under the Plan's claim procedures. Failure to file a court action within this timeframe shall result in the permanent waiver of the claimant's right to challenge the denial.

IN WITNESS WHEREOF, the undersigned Trustee has executed this First Amendment this 1st day of May, 2026.

Larry Magarik, Trustee

UNITED FOOD AND COMMERCIAL WORKERS' UNION LOCAL 919 AND CONTRIBUTING EMPLOYERS' NON-FOOD PENSION TRUST AGREEMENT

As Amended and Restated Effective July 1, 1993

UNITED FOOD AND COMMERCIAL WORKERS' UNION LOCAL 919 AND CONTRIBUTING EMPLOYERS' NON-FOOD PENSION TRUST AGREEMENT

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UNITED FOOD AND COMMERCIAL WORKERS' UNION LOCAL 919 AND CONTRIBUTING EMPLOYERS' NON-FOOD PENSION TRUST AGREEMENT

AMENDMENT and RESTATEMENT of the Agreement and Declaration of Trust of the United Food and Commercial Workers' Union Local 919 and Contributing Employers' Non-Food Pension Fund, adopted by the signatory Trustees hereto on June 24, 1993, effective July 1, 1993.

W I T N E S S E T H:

WHEREAS, effective as of January 1, 1971, certain Employers and the Retail Employees' Union Local 919 entered into a Trust Agreement to provide for pension benefits for employees employed under certain collective bargaining agreements; and

WHEREAS, said Trust Agreement provides for amendment thereof by the Trustees; and

WHEREAS, the Trustees desire to amend and restate said Trust Agreement in its entirety;

NOW, THEREFORE, for and in consideration of the promises and mutual covenants herein contained, the Trustees hereby agree to amend and restate said Trust Agreement in its entirety as follows:

ARTICLE I

Definitions

1.1 Agreement. The Trust Agreement, the agreement set forth herein, as amended from time to time.

1.2 Employee. Any employee on whose behalf payments are required to be made to the Plan by an Employer pursuant to a collective bargaining or other written agreement with the Union or with the Trustees but not including any person who is prohibited by law from being covered under the Plan or whose inclusion would cause the Plan to lose its tax exempt status.

1.3 Employer. Any employer which:

(a) on or after the effective date of this Plan has a collective bargaining or other written agreement with the Union or the Trustees requiring periodic contributions to be made to the Plan:

(b) signs a copy of this Agreement, any predecessor agreement or a Participation Agreement;

(c) is accepted for participation in the Plan by the Trustees or was a party to the Trust Agreement dated January 1, 1971; and

(d) makes contributions to the Plan as required by the agreement providing for such contributions.

If the Trustees by resolution so provide, the term "Employer" may also include the Plan, or any other jointly administered pension, health and welfare, vacation or similar benefit Plan to which any Union or Employer presently participating in the Plan is a party and the Union if such organization becomes obligated pursuant to a Participation Agreement with the Trustees to contribute to the Plan on behalf of its employees on substantially the same basis upon which other participating Employers are contributing to the Plan, is accepted for participation in the Plan by the Trustees and makes contributions to the Plan as required by the Participation Agreement. The Plan or the Union becoming an Employer pursuant to the provisions of this paragraph shall not in any event participate in the selection or replacement of Employer Trustees or have any vote as an Employer on any matter and the Employees of the Plan or the Union shall not be considered in connection with any determination required to be made by Employers of a stated percentage or majority of Employees.

If an Employer has more than one place of business, the term "Employer" shall only apply to the place or places of business covered by a collective bargaining agreement requiring

contributions to the Plan. In the event a company is party to collective bargaining agreements with more than one Union, the term "Employer" shall apply to each separate group of places of business of the Company covered by the collective bargaining agreements with each Union.

1.4 Participant. Any Employee who is eligible for benefits provided hereunder.

1.5 Participation Agreement. An agreement in form and content acceptable to the Trustees which evidences the commitment of the signatory thereto to be bound by the Agreement and the adoption of the Plan.

1.6 Plan. United Food and Commercial Workers' Union Local 919 and Contributing Employers' Non-Food Pension Plan.

1.7 Trust. The assets of the Plan, held in trust by the Trustees.

1.8 Trustees. Those persons who are named according to the provisions of Article IV hereof and who have authority to control and manage the operation and administration of the Plan and who also have authority to control and manage the Trust.

1.9 Union. United Food and Commercial Workers' Union Local 919 or its successor by consolidation or merger to Local No. 919 and any other local union affiliated with the Retail Clerks International Association, AFL-CIO which:

(a) on or after the effective date of this Plan has a collective bargaining or other written agreement with an Employer requiring periodic contributions to be made to the Plan by the Employer;

(b) signs a copy of this Agreement, any predecessor agreement or a Participation Agreement; and

(c) is accepted for participation in the Plan by the Trustees or was a party to the Trust Agreement dated January 1, 1971 or any predecessor agreement.

ARTICLE II

Creation and Acceptance of Trust

All payments previously and hereafter made by Employers to the Plan pursuant to collective bargaining or other written agreements and such other payments as shall from time to time be made to the Plan by or on behalf of Employers and Employees, and all other money or property as shall lawfully become a part of the Trust, together with the income, gains and all other increments of any

nature whatsoever, if any, therefrom, shall be held, managed and administered in trust pursuant to the terms of this Agreement. The Trustees hereby accept the trust created hereunder and agree to perform the duties, responsibilities and obligations under this Agreement on their part to be performed. This Trust shall be known as the "United Food and Commercial Workers' Union Local 919 and Contributing Employers' Non-Food Pension Fund".

ARTICLE III

Purpose of and Payments To and From Plan

3.1 Purpose of Plan. The purpose of the Plan is to provide such pensions on retirement or death of Participants as the Trustees, in their discretion, may, at any time and from time to time, provide. Such Plan may also include a provision permitting retired Employees who are receiving pension benefits thereunder and, who so elect, to assign a portion of such retirement income benefits for the payment of costs of a separate insurance contract or other agreement (procured by the Trustees on behalf of such retired Employees) covering only hospital and medical expenses for such retired Employees; provided, however, such provision shall not be contrary to any law or statute which applies to the Plan or to any applicable rules or regulations of any governmental body.

3.2 Payments To and From Plan. Payments to the Plan shall be made by Employers in accordance with their collective bargaining or other written agreements and rules established by the Trustees. Payments from the Plan shall be made, without limitation by reason of enumeration, for the following purposes:

(a) to provide for:

(i) the payment of all reasonable and necessary expenses of establishing the Trust and Plan, collecting the contributions and administering the affairs of this Plan, including payment of membership dues in educational and other organizations operated for purposes related to this Plan and the payment of expenses incurred by the Trustees in connection with attending and participating in conferences, seminars and similar educational meetings sponsored by such organizations;

(ii) the employment of such administrative, legal, actuarial, accounting, expert and clerical assistance as may be reasonably necessary;

(iii) the purchase or leasing of such premises as may be necessary for the operation of the affairs of the Plan; and

(iv) the purchase or leasing of such materials, supplies and equipment as the Trustees, in their discretion, find necessary or appropriate to the performance of their duties;

(b) To pay or provide for pension benefits to Participants or their beneficiaries in accordance with the terms, provisions and conditions of the Plan.

ARTICLE IV

Designation of Trustees

4.1 Number of Trustees. There shall be four Trustees, two of whom shall be representatives of the Employers (the "Employer Trustees") and two of whom shall be representatives of the Union (the "Union Trustees"). The Trustees may expand the number of Trustees by unanimous vote of the Trustees to amend this Section, provided any increase results in an equal number of Employer Trustees and Union Trustees.

Any Trustee who is unable to attend any regularly scheduled meeting of the Board of Trustees may designate an alternate Trustee to attend such meeting in his place, provided that the Employer or Union which appointed the absent Trustee has authorized the designation of an alternate for this purpose, and provided further that the Employer or Union has authorized the person designated to be the alternate to assume that responsibility. Any such designated alternate Trustee shall, as the first order of business of any meeting in which the alternate will act in place of a Trustee, provide the Trustees present with written evidence of his authorization to act as a Trustee which complies with the requirements of this Section. The provisions of Section 4.2 and 4.4 of this Article 4, shall apply both to Trustees and alternate Trustees.

An alternate Trustee shall have no duty or responsibility to act unless so authorized to act in accordance with the terms of this Section by the Union or the Employers as the case may be. A Trustee shall not be responsible for any acts taken by or omitted to be taken by an alternate Trustee acting in his place. Such a Trustee shall be treated as if he had resigned in connection with any action taken or omitted to be taken by an alternate Trustee.

4.2 Qualification of Trustees. No person shall be appointed or permitted to serve as a Trustee in contradiction of the terms of section 411 of the Employee Retirement Income Security Act of 1974, as amended. Any person appointed or serving hereunder who is convicted of or imprisoned as a result of a conviction of a crime set forth in section 411 of the Employee Retirement Income Security Act of 1974, as amended, shall cease to be a Trustee upon the earlier of the date of such conviction or imprisonment. No person shall be disqualified from being a Trustee hereunder by reason of the fact that he is or hereafter becomes a Participant hereunder.

4.3 Selection of Trustees. Employer Trustees shall be selected by Employers collectively employing a majority of the

Employees. One Union Trustee shall be the person elected to the office of chief executive officer of United Food and Commercial Workers' Union Local 919. The remaining Union Trustee or Trustees shall be selected by majority vote of the chief executive officers of the Unions. In voting on matters relating to a Union Trustee, the chief executive officer of each Union shall have that number of votes equal to the number of its members who are Employees and then actively employed by one of the Employers.

2. As of the date of execution of this Amended and Restated Agreement, the following have been designated, are duly qualified and are serving as Trustees:

Union Trustees	Employer Trustees
Arnaldo F. Espinosa	James V. Morgan
Mark A. Espinosa	Stanley Schwartz

4.4 Acceptance of Appointment. Each Trustee shall consent to and accept his appointment as a Trustee in writing.

4.5 Tenure. Each Trustee shall continue to serve during the existence of the Plan and Trust until his death, incapacity, resignation or removal in accordance with Section 4.7.

4.6 Resignation of a Trustee. A Trustee may resign and subsequent thereto shall be discharged from any further duty or responsibility hereunder by giving at least 30 days' prior notice in writing sent by registered mail to the remaining Trustees, which notice shall state the date such resignation shall take effect and such resignation shall take effect on said date unless a successor Trustee shall have been appointed at an earlier date in accordance with the provisions of section 4.8 hereof, in which event such resignation shall take effect immediately upon the appointment of such successor Trustee.

Any Trustee, upon leaving office, shall forthwith turn over and deliver to the Chairman or Secretary of the Trustees any and all property in his possession or under his control which belongs to the Plan.

4.7 Removal of Trustee. Any Union Trustee may be removed from office only upon (i) a final determination by a court of competent Jurisdiction that the Trustee has breached a fiduciary duty to the Trust or Plan, (ii) with respect to a Trustee or Trustees other than the chief executive officer of United Food and Commercial Workers' Union Local 919, receipt by the Trustees of a written statement from the chief executive officer of the local Union which employed such Trustee at the time of his election as a Trustee requesting that the Trustee be removed. Upon receipt by the Trustees of a properly certified copy of the court decision or

a statement from the local Union, as the case may be, the Trustees shall cause copies thereof to be sent to each local Union. If, following the voting procedure set forth in Section 4.3 of this Agreement for the selection of a Trustee or Trustees other than the chief executive officer of the United Food and Commercial Workers' Union Local 919, the Trustee is removed, an instrument to that effect shall be signed by the chief executive officer of the local Unions causing such removal and shall be delivered to the remaining Trustees. To be effective, the instrument shall appoint a successor to fill the vacancy caused by such removal. If the chief executive officer of the United Food and Commercial Workers' Union Local 919 shall be removed from office as in (i) above, or, if for any reason there is a vacancy in the office of chief executive officer of the United Food and Commercial Workers' Union Local 919, then until such time as a new individual becomes chief executive officer of the United Food and Commercial Workers' Union Local 919, a replacement Union Trustee shall be selected in the same manner as provided for the selection of Union Trustees other than the chief executive officer of the United Food and Commercial Workers' Union Local 919. When a new individual becomes chief executive officer of the United Food and Commercial Workers' Union Local 919, that individual shall automatically replace the Union Trustee selected in accordance with the previous sentence. Any Employer Trustee may be removed from office at any time in accordance with the same procedure pursuant to which he was appointed under Section 4.3 of this Agreement as evidenced by an instrument in writing signed by representatives of the Employer or Employees authorized to appoint his successor. Any such instrument of removal, in order to be effective, shall be delivered to the remaining Trustees and shall name the Trustee removed and shall appoint a successor to fill the vacancy caused by the removal.

4.8 Vacancies. If any Trustee shall die, resign, become incapacitated or refuse to act, a successor Trustee, shall be appointed forthwith by written instrument signed by representatives of the Employers or Unions authorized under Section 4.3 of this Agreement to select the Trustee being replaced. In the event the Employers or Unions fail to appoint such a successor Trustee within 45 days after notification of the vacancy, the then remaining Employer or Union Trustees, as the case may be, shall by majority agreement by an instrument in writing signed by said majority, appoint such a successor Trustee. Any written instrument of appointment shall state the date appointment shall take effect and shall be delivered to the Chairman and of the Trustees.

If a successor Trustee shall fail to be appointed within 180 days after the position becomes vacant, then any remaining Trustee may petition the United States District Court for the district in which the principal office of the Plan is located, to appoint a successor Trustee, which appointment shall be as fully effective as if made by the party originally entitled to appoint such Trustee and shall be considered to have been made on behalf of such party.

ARTICLE V

Organization and Operation of Trustees

5.1 Office. The Trustees shall establish an office at such location as the Trustees may approve for the transaction of the business of the Plan, the exact location of which is to be made known to the parties interested in said Plan. At such office there shall be maintained the books, reports and records pertaining to the Plan and its administration.

5.2 Meetings. The Trustees shall meet whenever required to provide for the orderly and timely administration of the business of the Plan at such location as may be acceptable to the Trustees. The Chairman, Secretary or any two Trustees may call meetings or any two Trustees may call meetings of the Trustees. Any meeting shall be called upon at least five days' written notice to all Trustees, which notice shall specify the date, time and place of such meeting and may specify the purpose thereof and any action proposed to be taken thereat.

Whenever any notice is required to be given to any Trustee hereunder, a waiver thereof in writing, signed at any time, whether before or after the time of meeting by the Trustees entitled to such notice, shall be deemed equivalent to the giving of such notice. The attendance of a Trustee at a meeting shall constitute a waiver of notice of such meeting, except where a Trustee attends a meeting and objects thereat to the transaction of any business because the meeting is not lawfully called or convened.

5.3 Informal Action by Trustees. Any action which may be taken at a meeting of the Trustees may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all of the Trustees. Such consent shall have the same force and effect as a unanimous vote.

5.4 Quorum. A quorum for the transaction of business at a duly called meeting shall consist of a majority of the Employer Trustees and Union Trustees then authorized to serve and who are present in person. Once a quorum has been established, said quorum shall continue to exist until the meeting has been adjourned.

5.5 Voting. Except as otherwise specifically provided for herein, all actions by and decisions of the Trustees shall be by the vote of majority of the number of the Trustees who are in attendance at a duly called meeting of the Trustees at which there is a quorum present; provided, however, that such majority must consist of at least one Employer Trustee and one Union Trustee. Each Trustee shall have one vote. The foregoing to the contrary notwithstanding the unanimous written consent of the Trustees shall be required for any action pursuant to section 5.3.

5.6 Officers of Trustees. At the commencement of each fiscal year of the Plan, the Trustees shall select from among them a Chairman and a Secretary. One officer shall be a Union Trustee and one officer shall be an Employer Trustee.

The Secretary shall be responsible to determine that accurate records of all actions of the Trustees, including minutes from all Trustees' meetings, are maintained. A copy of such minutes shall be retained as a record of the Plan and one copy thereof shall be distributed to each Trustee.

5.7 Arbitration. In the event the Trustees attending and voting at a duly called meeting at which there is a quorum present are unable to agree by a majority vote as required by section 5.5 hereof upon any matter in connection with the administration or operation of this Agreement, or in the event the Trustees fail to obtain a quorum for a meeting after three consecutive notices thereof, then the Trustees may select a neutral person as an impartial arbitrator who is willing to act in the determination of such dispute. In the event the Trustees are unable to agree by majority vote upon the selection of an impartial arbitrator within 15 days after such disagreement or after the third meeting at which a quorum was not present, then any one or more of said Trustees may petition the United States District Court for the district in which the principal office of the Plan is located to have the appointment of an impartial arbitrator to decide such dispute. Any expenses, costs and attorneys' fees in connection with the foregoing shall be paid out of the Plan, including any reasonable compensation to the arbitrator. The impartial arbitrator shall have no power to alter, delete, amend, add to, take away from or disregard any of the provisions of this Agreement and shall have no power to cause the Trustees to alter, delete, amend, add to, take away from or disregard any provision of this Agreement. The decision of the impartial arbitrator shall be final and binding upon the Trustees, all parties hereto, the Employees and their beneficiaries. The Trustees shall take or omit taking any action or actions that may be indicated in order to give effect to the decision of the impartial arbitrator.

Differences arising as to the interpretation or application of the provisions of this Agreement, or relating to the benefits provided for Participants hereunder shall not be subject to the grievance or arbitration procedures established in any collective bargaining agreement.

5.8 Immunity of the Trustees.

(a) Exculpation of Trustees and Plan Employees From Liability. No Trustee or Plan employee shall incur any liability individually or on behalf of other individuals for any act or failure to act unless such act or failure to act is due to his own gross negligence or willful misconduct or lack of good faith. A

Trustee or Plan employee may act or rely upon any of the following:

(i) Any instrument, application, notice, request, signed letter, telegram or other paper or document believed by him to be genuine and to contain a true statement of facts and to be signed or sent by the proper person; or

(ii) The advice, opinion, records, reports or recommendations of any accountant, actuary, administrator, attorney, consultant, co-trustee, investment agent or investment manager or any other advisor selected by the Trustees with reasonable care.

(b) Indemnification of Trustees and Plan Employees. The Trustees shall cause any person who is or has served as a Trustee or employee of the Plan to be indemnified out of the Trust against all damages, liabilities and expenses incurred by or imposed on him in connection with any claim, suit, action or proceeding concerning the Plan or his acts or omissions as a trustee or employee thereof, including, without limitation, legal fees and amounts paid in any compromise or settlement unless such acts or omissions constitute gross negligence, willful misconduct or lack of good faith. To the extent the Trust is insufficient or by law may not be so applied, the Unions and the Employers shall equally indemnify each Trustee against all costs, expenses and accounts or liability therefor, including counsel fees reasonably incurred by or imposed on him in connection with or resulting from any action at law or in equity or statutory to which he may be made a party or which may be asserted against him or in which he may become involved as a Trustee hereunder, whether or not at the time he is an acting Trustee hereunder, if in any such action he is proved to be guiltless of gross negligence, willful misconduct and lack of good faith or if any such action is settled under such terms of settlement as to leave in doubt such guilt of the Trustee. A Trustee's right to indemnification shall be in addition to and not exclusive of any and all other claims or demands whatsoever to which the Trustee may be entitled because of the occurrence. As among the Employers, each Employer shall stand the costs of this indemnification in the ratio and proportion of the number of his employees participating in the Plan as against the total number of Participants at the time of the institution of any such action. As among the Unions, each union shall stand the costs of the indemnification in the ratio and proportion of the number of its members who are participating in the Plan as against the total number of Union members participating in the Plan at the time of the institution of any such action.

The Trustees, in their discretion, may also cause the Plan to indemnify any person who is rendering services to the Plan against all damages, liabilities and expenses incurred by or imposed upon such a person in connection with any claim, suit, action or proceeding concerning the Plan or the acts or omissions of such a person, including without limitation, legal fees and amounts paid

in any compromise or settlement unless such act or omission constitutes gross negligence, willful misconduct or lack of good faith.

(c) Compliance With Employee Retirement Income Security Act of 1974. Anything herein to the contrary notwithstanding, nothing in subparagraphs (a) and (b) above or any other provision contained elsewhere in this Agreement shall relieve a Trustee or Plan employee of any responsibility or liability for any responsibility, obligation or duty under Part IV of Title I of the Employee Retirement Income Security Act of 1974. Further, notwithstanding anything in this Agreement to the contrary, if any provision of this Agreement is voided by section 410 of the Employee Retirement Income Security Act of 1974, such provision shall be of no force and effect only to the extent that it is voided by such section.

5.9 Compensation of Individual Trustees. An individual Trustee shall not be paid any compensation from the Trust for his services hereunder, but the Trustees may authorize reimbursement to a Trustee from the Trust for reasonable expenses incurred on behalf of the Plan or Trust or in connection with their duties hereunder.

5.10 Service in More Than One Fiduciary Capacity. Any individual, entity or group of persons may serve in more than one fiduciary capacity with respect to the Plan, the Trust or both.

ARTICLE VI

Control and Management of Trust

6.1 Control of Trust. The Trustees shall be the named fiduciaries of the Trust and shall have the power to control the Trust and to perform all such acts, to take all such proceedings, and to exercise all such rights and privileges, although not specifically mentioned herein, as the Trustees may deem necessary or advisable to administer the Trust or to carry out the purposes of this Agreement.

6.2 Management of Trust.

(a) General Authority. The Trustees shall have exclusive authority and responsibility with respect to the custody and management of the Trust, including the acquisition and disposition of property comprising the Trust, except to the extent any such authority has been delegated pursuant to the provisions of subparagraphs (b), (c) and (d) below.

(b) Delegation of Custody. The Trustees are authorized to delegate custody of all or any portion of the Trust. Such custodian shall hold the Trust as directed in writing by the Trustees.

(c) Delegation of Investment Control. The Trustees may appoint one or more investment managers to supervise and direct the investment and reinvestment of a portion or all of the Trust in the same manner and with the same powers, duties, obligations, responsibilities and limitations as apply to the Trustees as set forth herein. Any investment manager so appointed shall be an investment advisor registered under the Investment Advisers Act of 1940, a bank as defined in such Act or an insurance company which is qualified to manage the assets of employee benefit plans under the laws of more than one state. As a condition to its appointment, an investment manager shall acknowledge in writing that it is a fiduciary with respect to the Plan. The Trustees may furnish an investment manager with written investment guidelines for investment, which guidelines may include directions with respect to the diversification of the investments. Any investment manager shall receive such reasonable compensation chargeable against the Trust as shall be agreed upon with the Trustees.

(d) Co-Trustee Agreement. The Trustees may enter into one or more agreements with corporations or national banking associations authorized by law to act in a trust or fiduciary capacity, whereby any such corporation or national banking association shall become a co-trustee ("Corporate Trustee"). The Trustees may provide in such agreement for delegation to the Corporate Trustee all or part of the authority and responsibility with respect to the control and management of the Trust, provided the Corporate Trustee shall not be a representative of either the Employers or the Unions and shall have no right to vote as a Trustee. Any such Corporate Trustee shall receive such reasonable compensation chargeable against the assets delivered to it as shall be agreed upon with the Trustees.

6.3 Trust Responsibilities. In connection with their management and control of the Trust unless the following responsibilities are allocated or delegated in accordance with the procedures set forth in sections 7.3(c) and (d), the Trustees shall:

(a) cause the assets of the Plan to be held and administered in trust;

(b) cause accurate and detailed accounts of all investment, receipts, disbursements and all other transactions affecting all or any portion of the Trust to be maintained; and

(c) pay from the Trust all taxes of any and all kinds whatsoever that may be levied or assessed under existing or future laws upon, or in respect of, the Trust or its income.

6.4 Trust Powers. The Trustees shall have such powers as may be necessary to discharge their responsibilities in managing and controlling the Trust. The Trustees shall have full and complete

authority and control over the Trust unless such authority or control is allocated or delegated by the Trustees in accordance with the procedures set forth in sections 7.3(c) or (d) below. Any determination made by the Trustees in the exercise of these powers shall be binding on all persons. In addition to such powers as are conferred by law or as set forth elsewhere in this Agreement, the powers of the Trustees in connection with their managing and controlling the Trust shall include, but shall not be limited to, the following:

(a) To invest and reinvest all or part of the principal and income of the Trust, without distinction between principal and income as the Trustees determine, in such securities or in such property, real or personal, or share or part thereof, or part interest therein, wherever situated, as the Trustees shall deem advisable, including, but not limited to, governmental, corporate or personal obligations, shares of stock, common or preferred, whether or not listed on any exchange, participation in mutual investment funds, bonds and mortgages, and other evidences of indebtedness or ownership, including stocks, bonds or other obligations secured by personal property and participation in any common trust fund qualified under section 401(a) and exempt under section 501(a) of the Internal Revenue Code established or maintained for the collective investment of fiduciary funds as set forth herein.

Prior to investing in a common trust fund, the Trustees and the bank maintaining the common trust fund shall execute an agreement hereto designating the common trust fund and providing that during the time that any part or all of the Trust is held in such common trust fund the declarations of trust creating the common trust fund shall be part of this Agreement; provided that said declarations of trust comply with the Rules and Regulations of the Comptroller of the Currency, if necessary, and the laws of any state having jurisdiction thereover and have, where appropriate, been approved by the Internal Revenue Service.

(b) To apply for and procure from responsible insurance companies retirement annuity, retirement income contracts or other contracts to provide all or part of the benefits hereunder as the Trustees shall deem proper. Such contracts may be either for the general benefit of the Trust or for the particular benefit of a particular Employee; provided, however, no Employee shall derive any greater right than any other Employee by reason of the fact that an insurance company contract has been purchased on his life as a general investment of the Trust nor shall any such rights of any Employee be diminished by such purchase. The Trustees may exercise at any time, and from time to time, whatever rights and privileges may be granted under such contracts and may collect, receive and settle for the proceeds of all such contracts as and when entitled to do so under the provisions thereof.

(c) To sell or otherwise dispose of any property or to grant options with respect to any property held by the Trustees by private contract or at public auction or to surrender for cash value any contracts issued by an insurance company and held by the Trustees. Any sale, option or other disposition of property may be at such time and on such terms as the Trustees see fit. Any sale or option may be made for cash or upon credit, or partly in cash and partly on credit. No person dealing with the Trustees shall be bound to see to the application of the purchase money or to inquire into the validity, expedience or propriety of any such sale, option or other disposition.

(d) To receive, hold, manage, invest, reinvest, improve, repair and control all monies and property, real or personal, at any time forming part of the Trust.

(e) To purchase and sell contracts or other properties through such broker or brokers as the Trustees may choose.

(f) To vote or refrain from voting upon any stocks, bonds or other securities; to give general or special proxies or powers of attorney with or without power of substitution; to appoint one or more individuals or corporations as voting trustees under voting trust agreements and pursuant to such voting agreements to delegate to such voting trustees' discretion to vote; to exercise any conversion privileges, subscription rights, or other options, and to make any payments incidental thereto; to oppose, or to consent to, or otherwise participate in, corporate reorganizations or other changes affecting corporate securities, and to pay any assessments or charges in connection therewith; and generally to exercise any of the powers of an owner with respect to property held as part of the Trust.

(g) To cause any securities or other property to be registered in the name of the Plan, the Trustees, a Corporate Trustee, a custodian or in the name of a nominee without designating the same as trust property, and to hold any investments in bearer form or otherwise in such form that title passes by delivery, but the books and records of the Trustees shall at all times show that all such investments are part of the Trust. Any such registration or holding by the Trustees shall not relieve them of their responsibility for the safe custody and disposition of the Trust in accordance with the terms and provisions of this Agreement.

(h) To exercise or dispose of any right they may have as the holders of any security to convert the same into another or other securities, or to acquire an additional security or securities, to make any payments, exchange any security or do any act with reference thereto which they may deem advisable.

(i) To consent to take any action in connection with

(including the deposit of any property with and participation with respect to any protective or similar committee) and receive and retain any securities or other property resulting from any reorganization, consolidation, merger, readjustment of the financial structure, sale, lease or other disposition of assets of any corporation or other organization, the securities of which may constitute a portion of the Trust, and the Trustees may delegate to any such protective or similar committee such power and authority as they may deem proper in the premises and may pay such portion of the expenses and compensation of such committee as they deem proper.

(j) To borrow or raise money for the purposes of the Plan in such amount, and upon such terms and conditions as the Trustees shall deem advisable; and for any sum so borrowed to issue the promissory note of the Plan, and to secure the repayment thereof by creating a security interest in all or any part, of the Trust; and no person lending of the money lent or to inquire into the validity, expedience or propriety of any such borrowing.

(k) To hold cash, uninvested, for such length of time as the Trustees may determine without liability for interest thereon.

(l) To make, execute, acknowledge and deliver any and all documents of transfer and conveyance, including but not limited to, deeds, leases, mortgages, conveyances, contracts, waivers and releases, and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted.

(m) To renew or extend or participate in the renewal or extension of any mortgage, upon such terms as may be deemed advisable, and to agree to a reduction in the rate of interest on any mortgage or to any other modification or change in the terms of any mortgage, or of any guarantee pertaining thereto, in any manner and to any extent that may be deemed advisable for the protection of the Trust or the preservation of the value of the investment; to waive any default whether in the performance of any covenant or conditions of any mortgage or in the performance of any guarantee or to enforce any such default in such manner and to such extent as may be deemed advisable; to exercise and enforce any and all rights of foreclosure, to bid in property on foreclosure, to take a deed in lieu of foreclosure with or without paying a consideration therefor, and in connection therewith to release the obligation on the bond secured by such mortgage and to exercise and enforce in any action, suit or proceeding at law or in equity any rights or remedies in respect of any such mortgage or guarantee.

(n) To employ suitable agents and counsel as they may deem necessary and advisable for the efficient operation and administration of the Trust and to charge the expense thereof to the Plan to the extent permitted by applicable law.

(o) To form a corporation or corporations under the laws of any jurisdiction, to participate in the forming of any such corporation or corporations or acquire an interest in or otherwise make use of any corporation or corporations already formed, for the purpose of investing in and holding title to any property.

(p) To continue to have and to exercise after the termination of the Plan and until final distribution, all of the title, powers, discretions, rights and duties conferred or imposed upon the Trustees hereunder, or by law.

Notwithstanding any provision set forth in this paragraph 6.4 to the contrary, the Trustees shall exercise any power in a manner which is consistent with the applicable provisions of Title I of the Employee Retirement Income Security Act of 1974.

ARTICLE VII

Operation and Administration of Plan

7.1 Authority of Trustees. The Trustees shall be the named fiduciary for the Plan and shall have authority to and shall be responsible for the operation and administration of the Plan and shall conduct the business and activities of the Plan in accordance with the provisions of this Agreement.

7.2 Discretionary Authority.

The Trustees shall have complete and exclusive discretionary authority to:

1. establish a Plan and any other instruments, forms, policies or other matters;

2. determine eligibility for benefits and any and all other rules and regulations of such Plan and any other instruments, forms, policies or other matters; and

3. construe and interpret the terms of the Plan (including ambiguous or disputed terms) and any other instruments, forms, policies or other matters of the Trust or relating to such Trust including but not limited to the terms of this Trust Agreement.

Such decision, construction or interpretation by the Trustees shall be binding upon each Participant, Employee or any other person.

7.3 Plan Responsibilities. The Trustees shall have full and complete authority and control over the Plan. In connection with their operation and administration of the Plan, unless the following responsibilities are allocated or delegated in accordance

with the procedures set forth in sections 7.3(c) and (d), the Trustees shall:

(a) Determine the right of any person to a benefit. In the exercise of this responsibility, the Trustees shall provide every applicant whose application for a benefit is denied wholly or partially with a written notice setting forth the specific reason or reasons for the denial, references to pertinent Plan provisions on which the denial was based, a description of any additional information necessary for the claimant to perfect his claim if such is the case and an explanation of the Plan's appeal procedure. Further, the Trustees shall adopt a written appeal procedure which shall provide a claimant with a reasonable opportunity to appeal a full or partial denial of a benefit application.

(b) Meet with the Plan's actuary to establish and review a funding policy and method consistent with the Plan's objectives and in accordance with any law applicable to the Plan. All actions taken at any such meeting with respect to the funding policy and method and the reasons therefor shall be recorded in writing.

(c) Apply consistently and uniformly the provisions of the Plan and any rules or regulations of the Trustees to all Participants and designated beneficiaries in similar circumstances.

(d) Maintain true and accurate books of account, records and other data as may be necessary for the proper administration and operation of the Plan, and a record of all their transactions, meetings and the actions taken at meetings or by informal action of the Trustees. All of said books, records and data shall be available at the office of the Plan during business hours for inspection by authorized representatives of any Employer or Union and by any Trustee.

(e) Prepare, execute, file and retain a copy for the Plan records of all reports required by law or deemed by them to be necessary or appropriate for the proper administration and operation of the Plan.

(f) Procure an audit of the books of the Plan by a certified public accountant not less frequently than once each year. A copy of each such audit shall be made available upon request, to each Employer, the Union and the Trustees as soon as is reasonably possible after it has been prepared, and a copy of such audit shall be kept available for inspection by authorized persons during business hours at the office of the Plan.

(g) Make available or furnish to Participants or their beneficiaries any reports and information with respect to the Plan as required by Part I, Title I of the Employee Retirement Income Security Act of 1974, as amended. To the extent permitted by law the Trustees may make a reasonable charge to such person to cover

the cost of furnishing copies of such reports and information.

(h) Procure and maintain at the expense of the Plan such bonds as are required by law, together with such additional bonding coverage as they may determine for the Trustees, employees of the Plan, any agents acting on behalf of or retained by the Trustees and persons to whom fiduciary responsibilities have been delegated.

(i) Procure an actuarial valuation of the Plan at least every third fiscal year of the Plan.

7.4 Plan Powers. The Trustees shall have such powers as may be necessary to discharge their responsibilities in managing and controlling the general operations and administration of the Plan. The Trustees shall have full and complete authority and control with respect to the operations and administration of the Plan unless such authority or control is allocated or delegated by the Trustees in accordance with the procedures set forth in subparagraphs (c) and (d) below. Any determination by the Trustees in the exercise of these powers shall be binding on all persons. In addition to such other powers as are conferred by law or are set forth elsewhere in this Agreement, the powers of the Trustees in connection with their operation and administration of the Plan shall include, but shall not be limited to, the following:

(a) To determine, from time to time, who shall be Participants, the nature, type, character and amount of benefits to be provided, and the medium by which such benefits shall be provided.

(b) To employ such actuaries, consultants, accountants, counsel or other persons as they deem necessary or desirable in connection with the administration of the Plan and to employ one or more persons to render advice with regard to any responsibility the Trustees have under the Plan. The costs of such services and other administrative expenses shall be paid by the Plan.

(c) To designate in writing persons who are not Trustees to carry out fiduciary responsibilities or duties under the Plan, and in the event of such a designation the Trustees shall not be liable for any act or omission of such a person.

(d) To allocate in writing fiduciary responsibilities among Trustees and those persons to whom such responsibilities have not been allocated shall not be liable for any act or omission of those persons to whom such responsibilities have been allocated.

(e) To construe and interpret the Agreement.

(f) To receive from the Employers and from Participants such information as shall be necessary for the proper administration of the Plan.

(g) To furnish the Employers, upon request, such annual reports with respect to the administration of the Plan as are reasonable and appropriate.

(h) To maintain such bank accounts as they deem appropriate for the administration of the Plan; provided, however, all checks, drafts, vouchers or other withdrawals of funds from the Plan shall be signed by at least one Union Trustee and one Employer Trustee, or if the Trustees unanimously so provide by contract or resolution, by a person to whom such responsibility has been delegated.

(i) To receive and review reports of the financial condition and of the receipts and disbursements of the Trust.

(j) To prescribe procedures to be followed by any persons in applying for any benefits under the Plan; and to designate the forms or documents, evidence and such other information as the Trustees may reasonably deem necessary, desirable or convenient to support an application for benefits under the Plan.

(k) To adopt such by-laws, rules, regulations, actuarial tables, forms and procedures from time to time as they deem advisable and appropriate in the proper administration of the Plan.

(l) To have a judicial settlement of their accounts and judicial determination of any questions in connection with their duties and obligations hereunder, or in connection with the administration or distribution thereof. The costs and expenses, including accounting and legal fees, for such judicial settlement of accounts or other judicial determination shall be paid by the Plan as a general administration expense to the extent permitted by applicable law.

(m) To file, from time to time, with the Unions and the Employers a statement of their accounts and such other reports as the Trustees deem necessary or appropriate and the Union and Employers may enter into an agreement approving and allowing such statement, account or report and any such agreement shall be binding and conclusive upon all persons whomsoever, and shall constitute a full discharge and acquittance of the Trustees with respect to the matters set forth in such statement, account or report, except to the extent such discharge or relief from liability is precluded by Part 4 of Title I of the Employee Retirement Income Security Act of 1974.

(n) To the extent such is consistent with the provisions of section 410(b) of the Employee Retirement Income Security Act of 1974, to purchase out of the assets of the Plan, insurance for the benefit of the Plan and/or the protection of the Trustees, Plan employees or other fiduciaries of the Plan against any losses by

reason of errors or omissions.

(o) To enter into any and all contracts and agreements for carrying out the terms of this Plan and for the administration and operation of the Plan and to do all acts as they, in their discretion, may deem necessary or advisable, and such contracts and agreements and acts shall be binding and conclusive on the parties hereto and on the Participants involved.

(p) To borrow money, with or without security, for the Plan.

(q) To extend the time of payment of any obligation and to accept either total or partial satisfaction of any indebtedness or other obligation and to continue to hold the same for any period of time as the Trustees may deem appropriate, provided such action is consistent with applicable law.

(r) To have the Plan's auditor inspect and audit, at the expense of the Plan, the payroll records of any Employer (at the Employer's place of business) to the extent necessary to determine whether the proper contributions required to be made to the Plan have been made; provided, however, if so requested by an Employer, instead of having such an audit conducted by the Plan's auditor, the Employer, at its expense may cause the firm of independent certified public accountants who regularly audit its books to furnish the Trustees with a certified statement addressed to the Trustees to the effect that they have adequately reviewed such Employer's records and the collective bargaining agreement requiring contributions and that all contributions have been made as required by the collective bargaining agreement or clearly identifying the nature and extent of any underpayments to the Plan and the periods involved. If an underpayment for any period is disclosed by an audit of any Employer's payroll records, the Trustees may, based upon all relevant circumstances including the recommendation of the Plan's auditor, by resolution require that the cost of the audit of the payroll records of any such Employer shall be paid by such Employer.

(s) To extend the coverage of the Plan to other employers and their employees upon such terms and conditions as the Trustees consider necessary to preserve the actuarial soundness of the Plan and to preserve an equitable relationship between the contributions made by the other Employers then participating in the Plan and the benefits payable to their Participants.

(t) To make reciprocal arrangements for the recognition of credits to or from other similar retirement plans which are or may be established by employers and local unions affiliated with the Retail Clerks International Association, AFL-CIO, now or hereinafter in existence, provided that such arrangements do not alter or detract from the benefits provided hereunder for the

Participants of the Plan, and further provided, that such arrangements are equitable and consistent with sound actuarial and accounting principles and practices.

(u) To formulate and adopt a written plan of providing benefits consistent with the purpose of the Plan as described in section 3.1 hereof and to amend any of the foregoing at any time and from time to time as therein or herein provided. The Trustees shall have full authority to determine all questions of nature, amount, condition and duration of all benefits to be provided based on what in their opinion the Plan can reasonably provide after adequate provision for reserves and costs of administration. Benefits may be provided, in accordance with this section for any Employee, former Employee and their beneficiaries and dependents. The Trustees shall at all times have the right and authority to determine eligibility requirements for benefits, to change, alter or modify benefits from time to time and to adopt rules and regulations setting forth benefits which shall be binding on the Employees, former Employees, their beneficiaries and dependents and all participating parties hereunder. The benefits shall be provided and maintained by such means as the Trustees shall in their sole discretion from time to time determine.

(v) To receive contributions or payments from any source whatsoever to the extent permitted by law.

(w) To attend and participate in conferences, seminars and similar educational meetings, which the Trustees deem helpful to them in administering the Plan or Trust and be paid for all reasonable expenses therefor by the Plan.

(x) To do all acts, whether or not expressly authorized herein, which the Trustees may deem necessary or proper in connection with the Plan, although the power to do such acts is not specifically set forth herein.

Notwithstanding any provision set forth in this section 7.3 to the contrary, the Trustees shall exercise any power in a manner which is consistent with Title I of the Employee Retirement Income Security Act of 1974.

ARTICLE VIII

Contributions and Collections

8.1 Contributions to Plan. Each Employer shall make continuing and proper payments to the Plan as required by the collective bargaining or other written agreement to which each such Employer is a party. In no event shall any Union or Employer, directly or indirectly, receive any refund on contributions made to the Plan, except in case of a bona fide mistake (and if a refund in such circumstances is permitted by applicable law). Upon transfer to the Employer for each of Trustees, all responsibilities of each Employer for each of its contributions shall cease.

8.2 Transmission of Reports and Contributions. The Trustees shall establish a uniform system among the Employers for the timely transmission of such reports and contributions, as the Trustees deem necessary, and shall also establish a periodic date on which such reports and contributions shall be due; provided, any such reporting and contribution dates so established shall be consistent with the Employers' collective bargaining agreements.

8.3 Delinquent Contributions. The Trustees shall immediately notify any Employer of a delinquency, mistake or discrepancy in its report or contribution. With respect to Employers which refuse or fail to make contributions or a correct report, unless such refusal is due to a bona fide dispute as to that Employer's obligations hereunder, the Trustees shall have authority to take any one or more of the following actions:

(a) Establish rules and regulations providing for liquidated damages to be added to any delinquent contributions and to take such legal action as in their discretion may be necessary to collect contributions and liquidated damages assessed by them and to recover from any delinquent contributor on behalf of the Plan all costs and reasonable attorney's fee incurred in connection therewith.

(b) Require an Employer who has been delinquent in its contributions to the Plan to deposit with the Trustees in advance as a guarantee of the payment of monthly contributions, an amount equal to three times the estimated monthly contribution of such Employer as a condition of such Employer's continuing to participate in the Plan, and may require that said guarantee be continuously maintained by such Employer as a condition of continuing to participate in the Plan. In the event any such Employer ceases to participate in this Plan, any excess in such guarantee over the contributions required of such Employer shall be returned to him.

(c) Terminate the Employer from further participation in

the Plan by giving notice of termination to the Employer and the Employees of such Employer. Such notice shall state the cause for termination and shall state the date on which the benefits provided by the Plan for the Employer's Employees shall cease. With regard to an Employer so terminated, the Trustees may in their discretion and to the extent they deem it necessary to maintain the actuarial soundness of the Plan, cancel retroactively years of pension credit accumulated under the Plan or terminate or reduce any pensions payable to retired or active Employees of such Employer by sending a notice to the Employer's address as it appears in the records of the Plan.

ARTICLE IX

Controversies and Disputes

9.1 Reliance Upon Records. In any controversy, claim, demand, suit at law, or other proceeding between any Participant or any other person and the Trustees, the Trustees shall be entitled to rely upon any facts appearing in the records of the Trustees, certified to the Trustees by the Union or the Employers, any facts which are of public record and any other evidence pertinent to the issue involved.

9.2 Determination by Trustees Binding. All questions or controversies, of whatsoever character, arising in any manner or between any parties or persons in connection with the Plan or the operation thereof, whether as to any claim for any benefits preferred by any Participant or any other person, or whether as to the construction of language or meaning of the rules and regulations adopted by the Trustees or this Agreement, or as to any writing, decision, instrument or accounts in connection with the operation of the Plan or otherwise, shall be submitted to the Trustees for decision, and the decision of the Trustees, if made in good faith, shall be binding upon all persons dealing with the Plan or claiming any benefit thereunder.

9.3 Compromise. The Trustees may, in their sole discretion, compromise or settle any claim or controversy in such manner as they think best, and any decision made by the Trustees in compromise or settlement of a claim or controversy or any compromise or settlement agreement entered into by the Trustees, shall be conclusive and binding on all parties.

9.4 Right to Obtain Adjudication of Disputes. In the event any question or dispute shall arise as to the proper person or persons to whom any payments shall be made hereunder, the Trustees may withhold such payment until an adjudication of such question or dispute, satisfactory to the Trustees, in their sole discretion, shall have been made, or the Trustees shall have been adequately indemnified against loss to their

satisfaction.

ARTICLE X

Amendments

10.1 Method of Amendment. This Agreement may be amended in writing at any time as follows: The Trustees, in accordance with the voting provisions of section 5.4, shall first concur in the amendment and thereafter submit same in writing to the Unions and the Employers. Within 30 days after date of mailing of said amendment any Employer or Union may present in writing to the Trustees his objection thereto. If Unions representing a majority of Participants or if Employers employing a majority of the Participants present such objection, then the amendment shall not become effective. If, however, within the aforesaid time neither the Unions representing a majority of Participants nor the Employers employing a majority of the Participants present such objection, then the amendment shall become effective as of the effective date set forth in the amendment.

10.2 Limitation on Amendments. No amendment shall be adopted which alters the basic purpose of the Plan; conflicts with any applicable law or government regulation; causes the use or diversion of any part of the Trust for purposes other than those authorized herein; adversely affects the tax exempt status of the Trust or the deductibility of the contributions hereunder; retroactively deprives anyone of a vested right or interest or increases the obligations of any Employer except to the extent provided herein or permitted in its collective bargaining agreement.

ARTICLE XI

Termination

11.1 Term of Trust. The Trust shall terminate when all the collective bargaining agreements providing for contributions to the Plan have expired, and negotiations for extension thereof have ceased. The Trust may be terminated at an earlier date by Employers employing a majority of the Employees hereunder and a majority of the Unions by serving written notice of termination by registered mail upon each of the Trustees, provided that the termination shall not be effective until 60 days after mailing of such notice; further provided, that no termination shall be effective with respect to any Employer who continues to be obligated pursuant to a collective bargaining agreement to contribute to the Plan.

11.2 Procedure on Termination. In the event of the termination of the Trust, the Trustees shall apply the Trust to pay or to provide for the payment of any and all obligations of

the Plan and shall distribute and allocate all assets of the Plan in accordance with the then provisions of the Plan; provided, however, that any Plan provision to the contrary, notwithstanding, the assets of the Plan shall be allocated and distributed in the priorities and according to the categories required by applicable law, and no part of the corpus or income of the Plan shall be used for or diverted to purposes other than for the exclusive benefit of the Participants, former Participants or their beneficiaries or dependents, or the administrative expenses of the Plan or for other payments in accordance with the provisions of this Agreement. Under no circumstances shall any portion of the corpus or income of the Plan, directly or indirectly, revert or accrue to the benefit of any contributing Employer prior to all obligations having been satisfied or provided for. The Trustees may, after all the obligations of the Plan have been satisfied as provided in the Plan upon termination of the Plan, transfer any surplus moneys and property in the Trust to any other fund that may exist or be created by and between the Union and the Employers for the same uses and purposes herein set forth; provided, however, that such surplus moneys and property shall be for the purpose of providing benefits to Employees or former Employees on whose behalf contributions were made by the Employers and, further provided, that any fund to which the Trustees transfer any surplus moneys and property shall constitute a plan qualified under section 401(a) of the Internal Revenue Code of 1954, and similar subsequent statutes, and that the trust forming a part thereof shall be exempt under section 501(a) of the Internal Revenue Code of 1954, and similar subsequent statutes.

11.3 Notification of Termination. Upon termination of the Plan in accordance with this Article, the Trustees shall forthwith notify the Union and each Employer and also all other necessary parties, and the Trustees shall continue as Trustees for the purpose of liquidating the affairs of the Plan.

11.4 Distribution Upon Termination. Any total or partial distribution after termination of the Plan may be made at any time, and from time to time, in whole or in part, to the extent that no discrimination in value results, in cash, in securities or other assets of kind, or in annuity contracts, as the Trustees, in their discretion, shall determine. In making such distribution, any and all determination, divisions, appraisals, apportionments and allotments so made, shall be final and conclusive and not subject to question by any person.

ARTICLE XII

General Provisions

12.1 Title to the Trust. Title to the Trust shall be vested in and remain exclusively in the Trustees and no Employer, Union, Employee or any beneficiary shall have any right, title or interest in the Trust nor any right to contributions to be made thereto, nor any claim against any Employer on account thereof, except only as provided from time to time by this Agreement or under the Plan, and then only to the extent of the benefits payable to such person out of the Trust.

12.2 Liability of Unions and Employers. In no event shall the Union or any Employer, directly or indirectly receive any refund of contributions made to the Plan, except in case of bona fide mistake. Upon transfer to the Trustees, all responsibilities of each Employer for each of its contributions shall cease. Neither the Union nor any Employer shall be responsible for the acts of the Trustees or for any debts, liabilities, obligations or insufficiency of the Trust except as to their obligations to indemnify the Trustees and Plan employees as provided in this Agreement.

12.3 Nonalienation of Benefits. The Trust shall not be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or charge by any person other than the Trustees and their duly authorized representatives, and by such Trustees or representatives, only to the extent and for the purposes as herein specifically provided, except that any Participant may assign any benefits to which he or his dependents may become entitled to an institution in which he or his dependents are hospitalized or to a physician, as the case may be, in consideration of hospital or medical services rendered or to be rendered.

12.4 Prohibition of Diversion of Trust. It shall be impossible by operation of the Trust or by its natural termination, by power of revocation or amendment, by the happening of any contingency, by collateral arrangement or by any other means, for any part of the corpus or income of the Trust or any funds contributed thereto to be used for, or diverted to purposes other than the exclusive benefit of Participants, former Participants, their beneficiaries or dependents prior to all obligations having been satisfied or provided for. No part of net earnings of the Trust shall inure (other than benefit payments as outlined above) to the benefit of any Employer, Union or individual.

12.5 Incompetency. In the event it is determined that

any person entitled to receive benefits is unable to care for his affairs because of mental or physical incapacity, the benefits due such person may be paid to his legal guardian or conservator, or to any relative by blood or by marriage to be used and applied for the benefit of such person. Payment to such legal representative or relative of the persons on whose account benefits are payable shall operate to discharge the payor from any liability to such person.

12.6 Merger of the Plan. The Trustees are hereby authorized to merge the Plan and the Trust, including the monies on deposit, or any portion thereof, with another pension plan (in which either this Plan or the other plan may be the surviving plan), provided that said merger and transfer of assets in connection therewith shall be contingent upon receipt of a favorable determination letter from the United States Treasury Department with respect to the continued qualification of the surviving pension plan after effecting such merger and that the termination of the other plan party to the merger will not cause it to lose its qualification retroactively to a time prior to its termination.

Any provision herein to the contrary notwithstanding, and only to the extent applicable law requires, there shall be no merger or consolidation of the Plan nor a transfer of the Plan's assets or liabilities to another pension fund unless each Participant is entitled to receive a pension benefit immediately after such event (if such other pension fund then terminated) which is equal to or greater than pension benefits he would have been entitled to receive if the Plan and Trust had terminated immediately prior to such event.

12.7 Execution of Documents. The Trustees, by resolution, may authorize any Employer Trustee and any Union Trustee or any joint group, comprised equally of Employer and Union Trustees, to jointly execute any notice, certificate or other written instrument relating to the Plan and all persons, partnerships, corporations or associations may rely upon any such notice or instrument so executed as having been duly authorized and as binding on the Plan and the Trustees.

12.8 Notice and Delivery of Documents. Any notice required to be given hereunder by mail shall be deemed to have been given as of the date of posting to the last known address of the addressee.

12.9 Gender, Number and Headings. Wherever any words are used herein in the masculine gender they shall be construed as though they were also used in the feminine gender in all cases where they would so apply, and wherever any words are used herein in the singular form they shall be construed as though they were also used in the plural form in all cases where they

would so apply. Titles of articles and headings of sections and subsections are inserted for convenience of reference. They constitute no part of this Agreement and are not to be considered in the construction hereof.

12.10 Information to be Furnished by Employers. Each Employer shall furnish the Trustees such records with respect to each of his Employees sufficient to determine the benefits due or which may become due hereunder as the Trustees may require in connection with the administration of the Plan. In the event of an alleged discrepancy in Employer contributions to the Plan or in any other data required for the Employer by this Agreement or by the Plan, the Trustees shall, in writing, notify the Employer of such alleged discrepancy and the period of time that the discrepancy is claimed to cover. An Employer so notified must respond to the Trustees concerning the alleged discrepancy within 30 days and explain the alleged discrepancy to the reasonable satisfaction of the Trustees.

12.11 Construction. This Agreement is created and accepted in the State of Connecticut. All questions pertaining to its validity or construction not otherwise preempted shall be determined in accordance with the laws of the State of Connecticut. If any provision contained in this Agreement or in any collective bargaining agreement pursuant to which this Agreement is created should be held unlawful, such provision shall be of no force and effect and this Agreement or any such collective bargaining agreement shall be treated as if such provision had not been contained therein.

12.12 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, this Amended and Restated Agreement has been executed by the Trustees as of this 24th day of June, 1993, effective July 1, 1993.

Union Trustees

Arnaldo F. Espinosa

Mark A. Espinosa

Employer Trustees

James V. Morgan

Stanley Schwartz

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UNITED FOOD AND COMMERCIAL WORKERS UNION LOCAL 919 AND CONTRIBUTING EMPLOYERS' NON-FOOD PENSION FUND

CONSENT RESOLUTION

Whereas, the Fund incurred a termination event as defined in, on or about 29 U.S.C. § 1341a(a)(2), on or about August 31, 2001, as a result of the mass withdrawal of all contributing employers;

Whereas, on or about September 28, 2001, the Fund filed a notice of termination with the Pension Benefit Guaranty Corporation ("PBGC") that was received on or about October 1, 2001, and a termination case (number: 19638400) administrative process was commenced;

Whereas, the Fund became insolvent during the first calendar quarter of 2014, and as of February, 2014, has begun to receive loans from the PBGC to provide funds for the payment of benefits and reasonable administrative expenses;

Whereas, the PBGC has shared its interest in consolidating the oversight and management of terminated multiemployer pension funds in order to reduce the costs to the PBGC of funding administrative services;

Whereas, the PBGC has suggested that the Trustees consider the appointment of an independent fiduciary to serve as trustee;

Whereas, the Trustees are concerned about the additional administrative burdens imposed upon the administrative office to comply with the additional administrative processes applicable to a plan while receiving funding from the PBGC;

Whereas, in contemplation of providing for the administrative services of an independent fiduciary, the Trustees have reviewed the provisions of the Trust and identified provisions which in light of present circumstances, particularly the absence of any contributing employer, are no longer legally necessary, and should be changed to enable an independent fiduciary;

Whereas, Article X of the Trust Agreement provides that the Trustees may amend the Trust subject to review and by the Union(s) representing a majority of Participants and the reserved power on the part of such Union(s) to disapprove of the amendment;

Now therefore, after deliberation with counsel, the Trustees hereby amend the Trust Agreement as follows, effective as of November 1, 2014, subject to the rules of the Trust:

Section 11.5 is added to the Trust Agreement as follows:

Upon the termination of the Plan pursuant to an event described in 29 U.S.C. § 1341a(a)(2), the following shall apply:

(a) Trust Agreement section 4.1 is amended by adding at the end thereof: Notwithstanding the foregoing upon a termination of the Plan as defined by 29 U.S.C. § 1341a(a)(2), there shall be at least one Trustee.

(b) Trust Agreement section 4.6 is amended by designating the existing section as subsection (a) and inserting the following as subsection (b):

In the event of the resignations of all Employer Trustees and Union Trustees following a termination of the Plan as defined by 29 U.S.C. § 1341a(a)(2) and the appointment of an independent Trustee to serve in the place of Employer Trustees and Union Trustees, the provisions of Trust Agreement section 4.6(a) shall cease to apply. In the event of the death or incapacity of the independent Trustee, or his resignation upon 90 days-notice to the PBGC, the plan administrator shall, upon approval of the PBGC, appoint a successor independent Trustee.

(c) Trust Agreement section 4.7 is amended by designating the existing section as subsection (a) and inserting the following as subsection (b):

Following a termination of the Plan as defined by 29 U.S.C. § 1341a(a)(2) and the appointment of an independent Trustee to serve in the place of Employer Trustees and Union Trustees, the provisions of Trust Agreement section 4.7(a) shall cease to apply. Such independent Trustee may be removed from office only upon a PETITION FOR REMOVAL FILED BY THE PBGC or a final determination by a court of competent Jurisdiction that the independent Trustee has breached a fiduciary duty to the Trust or Plan.

(d) Trust Agreement section 4.8 is amended by designating the existing section as subsection (a) and inserting the following as subsection (b):

Following a termination of the Plan as defined by 29 U.S.C. § 1341a(a)(2) and the appointment of an independent Trustee to serve in the place of Employer Trustees and Union Trustees, the provisions of Trust Agreement section 4.8(a) shall cease to apply. If such independent Trustee shall die, become incapacitated or refuse to act, the plan administrator shall forthwith give notice to the PBGC and with the advice and consent of the PBGC designate a successor trustee to act as independent Trustee.

(e) Trust Agreement section 5.4 is amended by designating the existing section as subsection (a) and inserting the following as subsection (b):

Following a termination of the Plan as defined by 29 U.S.C. § 1341a(a)(2) and the appointment of an independent Trustee, a quorum for the transaction of business shall be one Trustee unless more than one person shall be serving as Trustee in which case a quorum shall be a majority of the Trustees then serving.

(f) Trust Agreement section 5.5 is amended by designating the existing section as subsection (a) and adding at the end thereof the following:

Following a termination of the Plan as defined by 29 U.S.C. § 1341a(a)(2), in the event that there are only Union Trustees continuing to serve as Trustees, all actions and decisions of the Trustees shall be the vote of the majority of Trustees then serving.

(g) Trust Agreement section 5.5 is amended by inserting the following as subsection (b):

Following a termination of the Plan as defined by 29 U.S.C. § 1341a(a)(2) and the appointment of an independent Trustee, a quorum for the transaction of business shall be one Trustee unless more than one person shall be serving as Trustee in which case a quorum shall be a majority of the Trustees then serving.

(h) Trust Agreement section 5.8 is amended by adding the following as subsection (b):

Fiduciary Insurance. Following a termination of the Plan as defined by 29 U.S.C. § 1341a(a)(2) the Plan shall maintain a fiduciary insurance policy providing coverage for the independent Trustee and all prior trustees and shall offer each insured the opportunity to purchase the non-recourse rider offered with respect to such coverage. Such policy shall provide coverage in the amount of at least one million (US) dollars.

(i) Trust Agreement section 5.9 is amended by designating the existing section as subsection (a) and inserting the following as subsection (b):

Following a termination of the Plan as defined by 29 U.S.C. § 1341a(a)(2) and the appointment of an independent Trustee, the Trust shall compensate the independent Fiduciary by payment of a reasonable fee and reasonable expenses incurred on behalf of the Plan or Trust, or in connection with his duties thereunder. The determination of a reasonable fee shall be such amount as approved by the PBGC for payment as an administrative expense.

Executed this 27th day of October, 2014.

Mark A. Espinosa, Trustee

Maureen Mas, Trustee

Approved:

For UFCW Local Union 919

[Title] Recorder

EIN 51-6129060/ PN 001

May 23, 2018
CERTIFICATE OF ACTUARIAL VALUATION

This is to certify that Segal Consulting, a Member of The Segal Group, Inc. ("Segal") has prepared an actuarial valuation of the present value of accumulated plan benefits of the UFCW Union Local 919 and Contributing Employers' Non-Food Pension Plan as of September 1, 2017 in accordance with generally accepted actuarial principles and practices. It has been prepared at the request of the Plan Administrator to assist in administering the Fund. This valuation report may not otherwise be copied or reproduced in any form without the consent of the Plan Administrator and may only be provided to other parties in its entirety.

The measurements shown in this actuarial valuation may not be applicable for other purposes. Future actuarial measurements may differ significantly from the current measurements presented in this report due to such factors as the following: plan experience differing from that anticipated by the economic or demographic assumptions; changes in economic or demographic assumptions; and changes in plan provisions or applicable law.

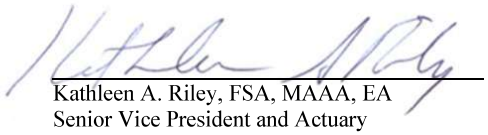
Certificate Contents

EXHIBIT I	Summary of Participant Data
EXHIBIT II	Actuarial Present Value of Accumulated Plan Benefits
EXHIBIT III	Statement of Actuarial Assumptions/Methods
EXHIBIT IV	Summary of Plan Provisions

The valuation was based on draft information supplied by the Auditor with respect to assets and reliance on the Plan Administrator with respect to the participant data as of September 1, 2017, with adjustments to the benefits for non-retirees to the amounts guaranteed by the PBGC for an insolvent plan. Segal Consulting does not audit the data provided. The accuracy and comprehensiveness of the data is the responsibility of those supplying the data. To the extent we can, however, Segal, does review the data for reasonableness and consistency. Based on our review of the data, we have no reason to doubt the substantial accuracy of the information on which we have based this report and we have no reason to believe there are facts or circumstances that would affect the validity of these results. Adjustments for incomplete or apparently inconsistent data were made as described in the attached Exhibit III.

EIN 51-6129060/ PN 001

I am a member of the American Academy of Actuaries and I meet the Qualification Standards of the American Academy of Actuaries to render the actuarial opinion herein. To the best of my knowledge, the information supplied in this actuarial valuation is complete and accurate. In my opinion, each other assumption is reasonable (taking into account the experience of the plan and reasonable expectations) and such other assumptions, in combination, offer my best estimate of anticipated experience under the plan.



Kathleen A. Riley, FSA, MAAA, EA
Senior Vice President and Actuary
Enrolled Actuary No. 17-4134

8710049v1/03367.013

EIN 51-6129060/ PN 001

EXHIBIT I
Summary of Participant Data

The valuation was made with respect to the following data supplied to us by the Plan Administrator:

1	687 Pensioners as of August 31, 2017 with an average age of 74.90 and an average monthly benefit of $227.26 and 55 beneficiaries with an average age of 81.86 and an average monthly benefit of $128.58	742
2	395 Participants inactive during year ended August 31, 2017 with vested rights and an average age of 56.21 and an average monthly benefit of $148.08 after PBGC reductions and 14 beneficiaries with rights to deferred pensions with an average age of 66.56 and an average monthly benefit of $119.64 after PBGC reductions	409

EIN 51-6129060/ PN 001

EXHIBIT II
Actuarial Present Value of Accumulated Plan Benefits

The actuarial present value of accumulated plan benefits is shown below as of September 1, 2017 and as of September 1, 2016.

	Benefit Information Date	
	September 1, 2016	**September 1, 2017**
Actuarial present value of vested accumulated plan benefits:		
Participants currently receiving payments	$23,032,344	$23,250,697
Other vested benefits	14,110,934	13,153,343
Total vested benefits	$37,143,278	$36,404,040
Actuarial present value of non-vested accumulated plan benefits	0	0
Total actuarial present value of accumulated plan benefits	$37,143,278	$36,404,040

Notes: The September 1, 2016 liabilities were based on liabilities as of September 1, 2015, adjusted forward using standard actuarial techniques.
The amounts shown above have been calculated in accordance with Actuarial Standards of Practice No. 4 promulgated by the Actuarial Standards Board for calculating such values. The actuarial assumptions used are shown in Exhibit III.

EIN 51-6129060/ PN 001

EXHIBIT II (continued)
Actuarial Present Value of Accumulated Plan Benefits

The factors that affected the change in the actuarial present value of accumulated plan benefits from the preceding to the current benefit information date are as follows:

Factors	Change in Actuarial Present Value of Accumulated Plan Benefits
Net experience gain or loss, changes in data	-$138,329
Benefits paid	-1,988,344
Change in actuarial assumptions	483,707
Interest	903,728
Total	-$739,238

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EXHIBIT III
Statement of Actuarial Assumptions/Methods

The assumptions below regarding mortality, retirement, benefit elections and interest rates are those mandated by ERISA Section 4044 to determine the value of "non-forfeitable" benefits for a multiemployer plan that has terminated by mass withdrawal and are reasonable to determine the present value of accumulated plan benefits for purposes of FASB ASC 960. The other assumptions are based on the experience of the Plan and our experience with other multiemployer pension plans.

Mortality Rates:	
Healthy:	1994 Group Annuity Mortality Table Basic projected to 2017 plus ten years using Scale AA
Disabled:	ERISA Section 4044 Mortality Table for Disabled Participants Not Receiving Social Security Disability Benefits for 2017 Valuation Dates
Retirement Age for Inactive Vested Participants and Deferred Beneficiaries:	The later of age 55 with 10 years of vesting service or age 65.
Future Benefit Accruals:	No future benefit accruals.
Unknown Data for Participants:	Same as those exhibited by participants with similar known characteristics. A Spouse's Pre-Retirement Death Benefit (adjusted by the percent married assumption), is included for 11 deferred beneficiaries of vested participants who have died and would not have reached age 70 and for whom information about a surviving spouse is unknown.
Definition of Active Participant:	All participants have been valued as inactive due to the February 2001 mass withdrawal.
Percent Married:	80%
Age of Spouse:	Males are assumed to be 3 years older than their female spouses.
Benefit Election:	Married participants are assumed to elect the Surviving Spouse Benefit and non-married participants are assumed to elect the Life Annuity.
Net Investment Return:	2.44% for 20 years and 2.74% thereafter (previously, 2.50% for 20 years and 2.85% thereafter).
Annual Administrative Expenses:	None assumed

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Benefits Valued:	Includes all benefits summarized in Exhibit IV. In addition: ➢ All projected benefit amounts were adjusted to reflect the insolvency of the Plan effective February 1, 2014 and subsequent reductions to amounts guaranteed by the PBGC. ➢ Based on the Multiemployer Pension Reform Act of 2014 (MPRA), preretirement survivor annuities became payable for insolvent plans. We have included liabilities for two beneficiaries previously removed from pay status. ➢ Based on MPRA, we have included liabilities for 14 deferred beneficiaries. We are valuing 80% of the benefit for these deferred beneficiaries. ➢ The inactive vested participants over age 65 are assumed to retire with a retroactive lump sum for all the months between their Normal Retirement Date (age 65) and September 1, 2017. However, the retroactive lump sum does not include months before the insolvency date of February 1, 2014.
Justification for Change in Actuarial Assumptions:	The mortality and investment return assumptions were updated in accordance with ERISA Section 4044.

EIN 51-6129060/ PN 001

EXHIBIT IV
Summary of Plan Provisions

This exhibit summarizes the major provisions of the Plan included in the valuation. It is not intended to be, nor should it be interpreted as, a complete statement of all plan provisions.

Plan Year:	September 1 through August 31
Pension Credit Year:	September 1 through August 31
Plan Status:	Terminated through mass withdrawal, insolvent.
Normal Pension:	
Age Requirement	65
Service Requirement	5 years of vesting service
Amount	$23 per year of benefit service to a maximum of 30 years. There is a 40-year maximum for individuals with at least 30 years on January 1, 1999. All current and future benefits reflect reductions to amounts guaranteed by the PBGC for an insolvent Plan.
Early Retirement:	
Age Requirement	55
Service Requirement	10 years of vesting service
Amount	Normal pension accrued reduced by ¼% for each month of age less than 65 and ½% for each month of age less than 65 for accruals after January 1, 1999. All current and future benefits reflect reductions to amounts guaranteed by the PBGC for an insolvent Plan.

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Disability:	
Age Requirement	None
Service Requirement	10 years of vesting service
Amount	Normal pension accrued
	No applications for disability benefits accepted after August 1, 2001, regardless of the date of disability.
	All current and future benefits reflect reductions to amounts guaranteed by the PBGC for an insolvent Plan.
Vesting:	
Age Requirement	None
Service Requirement	5 years of vesting service
Amount	Normal pension accrued
Normal Retirement Age	65 or fifth anniversary of participation, if later
	All current and future benefits reflect reductions to amounts guaranteed by the PBGC for an insolvent Plan.
Spouse's Pre-Retirement Death Benefit:	
Age Requirement	None
Service Requirement	5 years of vesting service
Amount	50% of the participant's vested benefit. If the employee has 10 years of vesting service, the benefit is reduced for early commencement of benefit and is payable at the participant's Early Retirement Date. Otherwise the benefit is payable at the participant's Normal Retirement Date. Accruals after January 1, 1999 are adjusted to reflect the value of the Surviving Spouse Benefit form.
	All current and future benefits reflect reductions to amounts guaranteed by the PBGC for an insolvent Plan.

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Post-Retirement Death Benefits:	
Surviving Spouse Benefit	If married, pension benefits are paid in the form of a Surviving Spouse Benefit unless this form is rejected by employee and spouse. Accruals after January 1, 1999 are adjusted to reflect the value of the Surviving Spouse Benefit form. All current and future benefits reflect reductions to amounts guaranteed by the PBGC for an insolvent Plan.
Automatic Benefit Forms:	
Not Married	Unless an optional election is made, the accrued pension is paid as a lifetime monthly annuity.
Married	Lifetime monthly annuity to the retiree with 50% of such annuity continuing to the retiree's spouse following the retiree's death. The benefit accrued prior to January 1, 1999 is not reduced for the 50% continuation. The benefit accrued after January 1, 1999 is adjusted based on simplified factors such that the value is approximately equal to the Life Annuity. Married participants may, with written consent of their spouse, elect an optional form of payment.
Optional Benefit Forms:	
Life Annuity	A married participant may elect to receive the 50% surviving spouse option on the benefit accrued prior to January 1, 1999 and the Life Annuity option on the benefit accrued after January 1, 1999.
Ten-Year Certain and Life	The retiree may elect the Ten-Year Certain and Life Annuity. The accrued pension is adjusted such that the value is the actuarial equivalent of the Life Annuity.
Participation:	September 1 or March 1 following the date the employee attained age twenty-one (21) and completed twelve (12) months of service during which 870 hours were worked.
Benefit Credit:	Past service is granted based on one year for each full calendar year, quarter units for fractional years based on earnings.

	Future service is granted based on hours in a plan year for which contributions were made as follows: One (1) year for 1,700 or more hours ¾ year for 1,275 hours but less than 1,700 hours ½ year for 850 hours but less than 1,275 hours ¼ year for 425 hours but less than 850 hours None if less than 425 hours
Vesting Credit:	One year of vesting service for each credit year in which the employee worked 425 hours or more.
Contribution Rate:	Contributions ceased in February, 2001 with the bankruptcy of Bradlees, Inc.
Changes in Plan Provisions:	None.

UFCW Union Local 919 and Contributing Employers' Non-Food Pension Plan

Actuarial Valuation and Review
as of September 1, 2022



This report has been prepared at the request of the Board of Trustees to assist in administering the Fund and meeting filing requirements of federal government agencies. This valuation report may not otherwise be copied or reproduced in any form without the consent of the Board of Trustees and may only be provided to other parties in its entirety. The measurements shown in this actuarial valuation may not be applicable for other purposes.

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Segal

February 28, 2023
Certificate of Actuarial Valuation

This is to certify that Segal has prepared an actuarial valuation of the present value of accumulated plan benefits of the UFCW Union Local 919 and Contributing Employers' Non-Food Pension Plan as of September 1, 2022 in accordance with generally accepted actuarial principles and practices. It has been prepared at the request of the Plan Administrator to assist in administering the Fund. This valuation report may not otherwise be copied or reproduced in any form without the consent of the Plan Administrator and may only be provided to other parties in its entirety.

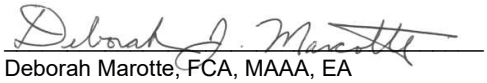
The measurements shown in this actuarial valuation may not be applicable for other purposes. Future actuarial measurements may differ significantly from the current measurements presented in this report due to such factors as the following: plan experience differing from that anticipated by the economic or demographic assumptions; changes in economic or demographic assumptions; and changes in plan provisions or applicable law.

Certificate Contents

Exhibit I	Summary of Participant Data
Exhibit II	Actuarial Present Value of Accumulated Plan Benefits
Exhibit III	Statement of Actuarial Assumptions/Methods
Exhibit IV	Summary of Plan Provisions

The valuation was based on draft information supplied by the Auditor with respect to assets and reliance on the Plan Administrator with respect to the participant data as of September 1, 2022, with adjustments to the benefits for non-retirees to the amounts guaranteed by the PBGC for an insolvent plan. Segal does not audit the data provided. The accuracy and comprehensiveness of the data is the responsibility of those supplying the data. To the extent we can, however, Segal, does review the data for reasonableness and consistency. Based on our review of the data, we have no reason to doubt the substantial accuracy of the information on which we have based this report and we have no reason to believe there are facts or circumstances that would affect the validity of these results. Adjustments for incomplete or apparently inconsistent data were made as described in the attached Exhibit III.

I am a member of the American Academy of Actuaries and I meet the Qualification Standards of the American Academy of Actuaries to render the actuarial opinion herein. To the best of my knowledge, the information supplied in this actuarial valuation is complete and accurate. Each prescribed assumption for the determination of the value of guaranteed benefits was applied in accordance with applicable law and regulations. In my opinion, each other assumption is reasonable (taking into account the experience of the plan and reasonable expectations) and such other assumptions offer my best estimate of anticipated experience under the plan.



Deborah Marotte, FCA, MAAA, EA
Senior Vice President and Actuary
Enrolled Actuary No. 20-05560

Exhibit I
Summary of Participant Data

The valuation was made with respect to the following data supplied to us by the Plan Administrator as of August 31, 2022:

	Number	Average Age	Average Monthly Benefit
Pensioners	615	75.71	$220.27
Beneficiaries	59	80.20	$141.89
Deferred beneficiaries	310	59.84	$138.45
Participants with vested rights	10	70.86	$176.15

Notes:
The average monthly benefit shown for participants with vested rights and deferred beneficiaries reflects PBGC reductions

Exhibit II
Actuarial Present Value of Accumulated Plan Benefits

The actuarial present value of accumulated plan benefits is shown below as of September 1, 2021 and as of September 1, 2022.

	Benefit Information Date	
	September 1, 2021	**September 1, 2022**
Actuarial present value of vested accumulated plan benefits:		
Participants currently receiving payments	$21,298,903	$19,167,170
Other vested benefits	12,230,375	9,080,451
Total vested benefits	$33,529,278	$28,247,621
Actuarial present value of non-vested accumulated plan benefits	0	0
Total actuarial present value of accumulated plan benefits	$33,529,278	$28,247,621

Notes:
The September 1, 2021 liabilities were based on liabilities as of September 1, 2017, adjusted forward using standard actuarial techniques.
The amounts shown above have been calculated in accordance with Actuarial Standards of Practice No. 4 promulgated by the Actuarial Standards Board for calculating such values. The actuarial assumptions used are shown in Exhibit III.

Exhibit II (continued)
Actuarial Present Value of Accumulated Plan Benefits

The factors that affected the change in the actuarial present value of accumulated plan benefits from the preceding to the current benefit information date are as follows:

Factors	Change in Actuarial Present Value of Accumulated Plan Benefits
Experience Loss	-$3,884,375
Benefits paid	-1,756,173
Change in actuarial assumptions	-336,579
Interest	695,470
Total	-$5,281,657

Exhibit II (continued)
Projected Benefit Payments

Year Ended August 31,	Benefit Payments
2023	$2,072,638
2024	2,028,564
2025	1,984,173
2026	1,932,817
2027	1,891,311
2028	1,823,806
2029	1,758,683
2030	1,689,245
2031	1,621,334
2032	1,551,410
2033	1,479,541
2034	1,411,202
2035	1,344,324
2036	1,275,027
2037	1,207,384
2038	1,141,350
2039	1,074,291
2040	$1,006,932
2041	946,221
2042	884,616
2043	822,946
2044	762,002
2045	701,739
2046	643,064
2047	586,730
2048	532,925
2049	481,843
2050	433,622
2051	388,385
2052	346,243
2053	307,258
2054	271,413
2055	238,681
2056	208,989
2057	$182,185
2058	158,119
2059	136,626
2060	117,533
2061	100,652
2062	85,793
2063	72,789
2064	61,471
2065	51,667
2066	43,238
2067	36,050
2068	29,966
2069	24,861
2070	20,620
2071	17,132
2072	14,292

Exhibit III
Statement of Actuarial Assumptions/Methods

The assumptions below regarding mortality, retirement, benefit elections and interest rates are those mandated by ERISA Section 4044 to determine the value of "non-forfeitable" benefits for a multiemployer plan that has terminated by mass withdrawal and are reasonable to determine the present value of accumulated plan benefits for purposes of FASB ASC 960. The other assumptions are based on the experience of the Plan and our experience with other multiemployer pension plans.

Mortality Rates:	Healthy: ERISA Section 4044 Mortality Table for Healthy Participants for 2022 Valuation Dates Disabled: ERISA Section 4044 Mortality Table for Disabled Participants Not Receiving Social Security Disability Benefits for 2022 Valuation Dates
Retirement Age for Inactive Vested Participants and Deferred Beneficiaries:	The later of age 55 with 10 years of vesting service or age 65.
Future Benefit Accruals:	No future benefit accruals.
Unknown Data for Participants:	Same as those exhibited by participants with similar known characteristics. A Spouse's Pre-Retirement Death Benefit (adjusted by the percent married assumption) is included for 10 deferred beneficiaries of vested participants who have died and would not have reached age 70 and for whom information about a surviving spouse is unknown.
Definition of Active Participant:	All participants have been valued as inactive due to the February 2001 mass withdrawal.
Percent Married:	80%
Age of Spouse:	Males are assumed to be 3 years older than their female spouses.
Benefit Election:	Married participants are assumed to elect the Surviving Spouse Benefit and non-married participants are assumed to elect the Life Annuity.
Net Investment Return:	2.81% for 20 years and 2.94% thereafter (previously, 2.13% for 25 years and 2.23% thereafter).
Annual Administrative Expenses:	None assumed.

Benefits Valued:	Includes all benefits summarized in Exhibit IV. In addition: • All projected benefit amounts were adjusted to reflect the insolvency of the Plan effective February 1, 2014 and subsequent reductions to amounts guaranteed by the PBGC. • Based on MPRA, we have included liabilities for 10 deferred beneficiaries. We are valuing 80% of the benefit for these deferred beneficiaries. • The inactive vested participants over age 65 on September 1, 2022 are assumed to retire with a retroactive lump sum for all the months between their Normal Retirement Date (age 65) and September 1, 2022. However, the retroactive lump sum does not include months before the insolvency date of February 1, 2014.
Roll-Forward Techniques:	The results as of September 1, 2021 were based on the data as of September 1, 2017, adjusted forward using standard actuarial techniques and also adjusted for the changes in assumptions described below.
Actuarial Models:	Segal valuation results are based on proprietary actuarial modeling software. The actuarial valuation models generate a comprehensive set of liability and cost calculations that are prepared to meet regulatory, legislative and client requirements. Deterministic cost projections are based on a proprietary forecasting model. Our Actuarial Technology and Systems unit, comprised of both actuaries and programmers, is responsible for the initial development and maintenance of these models. The models have a modular structure that allows for a high degree of accuracy, flexibility and user control. The client team programs the assumptions and the plan provisions, validates the models, and reviews test lives and results, under the supervision of the responsible Enrolled Actuary.
Justification for Change in Actuarial Assumptions:	The mortality and investment return assumptions were updated in accordance with ERISA Section 4044.

Exhibit IV
Summary of Plan Provisions

This exhibit summarizes the major provisions of the Plan included in the valuation. It is not intended to be, nor should it be interpreted as, a complete statement of all plan provisions.

Plan Year:	September 1 through August 31
Pension Credit Year:	September 1 through August 31
Plan Status:	Terminated through mass withdrawal, insolvent.
Normal Pension:	• *Age Requirement:* 65 • *Service Requirement:* 5 years of vesting service • *Amount:* $23 per year of benefit service to a maximum of 30 years. There is a 40-year maximum for individuals with at least 30 years on January 1, 1999. All current and future benefits reflect reductions to amounts guaranteed by the PBGC for an insolvent plan.
Early Retirement:	• *Age Requirement:* 55 • *Service Requirement:* 10 years of vesting service • *Amount:* Normal pension accrued reduced by ¼% for each month of age less than 65 for accruals before January 1, 1999 and ½% for each month of age less than 65 for accruals after January 1, 1999. All current and future benefits reflect reductions to amounts guaranteed by the PBGC for an insolvent plan.
Disability:	• *Age Requirement:* None • *Service Requirement:* 10 years of vesting service • *Amount:* Normal pension accrued No applications for disability benefits accepted after August 1, 2001, regardless of the date of disability. All current and future benefits reflect reductions to amounts guaranteed by the PBGC for an insolvent plan.
Vesting:	• *Age Requirement:* None • *Service Requirement:* 5 years of vesting service • *Amount:* Normal pension accrued • *Normal Retirement Age:* 65 or fifth anniversary of participation, if later All current and future benefits reflect reductions to amounts guaranteed by the PBGC for an insolvent plan.

Spouse's Pre-Retirement Death Benefit:	• *Age Requirement:* None • *Service Requirement:* 5 years of vesting service • *Amount:* 50% of the participant's vested benefit. If the employee has 10 years of vesting service, the benefit is reduced for early commencement of benefit and is payable at the participant's Early Retirement Date. Otherwise the benefit is payable at the participant's Normal Retirement Date. Accruals after January 1, 1999 are adjusted to reflect the value of the Surviving Spouse Benefit form. All current and future benefits reflect reductions to amounts guaranteed by the PBGC for an insolvent plan.
Post-Retirement Death Benefits:	Surviving Spouse Benefit: If married, pension benefits are paid in the form of a Surviving Spouse Benefit unless this form is rejected by employee and spouse. Accruals after January 1, 1999 are adjusted to reflect the value of the Surviving Spouse Benefit form. All current and future benefits reflect reductions to amounts guaranteed by the PBGC for an insolvent plan.
Automatic Benefit Forms:	Not Married: Unless an optional election is made, the accrued pension is paid as a lifetime monthly annuity. Married: Lifetime monthly annuity to the retiree with 50% of such annuity continuing to the retiree's spouse following the retiree's death. The benefit accrued prior to January 1, 1999 is not reduced for the 50% continuation. The benefit accrued after January 1, 1999 is adjusted based on simplified factors such that the value is approximately equal to the Life Annuity. Married participants may, with written consent of their spouse, elect an optional form of payment.
Optional Benefit Forms:	Life Annuity: A married participant may elect to receive the 50% surviving spouse option on the benefit accrued prior to January 1, 1999 and the Life Annuity option on the benefit accrued after January 1, 1999. Ten-Year Certain and Life: The retiree may elect the Ten-Year Certain and Life Annuity. The accrued pension is adjusted such that the value is the actuarial equivalent of the Life Annuity.
Participation:	September 1 or March 1 following the date the employee attained age twenty-one (21) and completed twelve (12) months of service during which 870 hours were worked.
Benefit Credit:	Past service is granted based on one year for each full calendar year, quarter units for fractional years based on earnings. Future service is granted based on hours in a plan year for which contributions were made as follows: One (1) year for 1,700 or more hours ¾ year for 1,275 hours but less than 1,700 hours ½ year for 850 hours but less than 1,275 hours ¼ year for 425 hours but less than 850 hours None if less than 425 hours
Vesting Credit:	One year of vesting service for each credit year in which the employee worked 425 hours or more.
Contribution Rate:	Contributions ceased in February 2001 with the bankruptcy of Bradlees, Inc.
Changes in Plan Provisions:	None.

United Food and Commercial Workers' Union Local 919 and Contributing Employers' Non-Food Pension Fund

Financial Statements

and

Supplementary Information

For the Years Ended

August 31, 2025 and 2024

United Food and Commercial Workers' Union Local 919
and Contributing Employers' Non-Food Pension Fund
For the Years Ended August 31, 2025 and 2024

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Baratz & Associates, P.A.
accountants and consultants

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Independent Auditors' Report

To the Trustees of the
United Food and Commercial Workers' Union Local 919
and Contributing Employers' Non-Food Pension Fund

Opinion

We have audited the accompanying financial statements of United Food and Commercial Workers' Union Local 919 and Contributing Employers' Non-Food Pension Fund, an employee benefit plan subject to the Employee Retirement Income Security Act of 1974 (ERISA), which comprise the statements of net assets (in liquidation) available for plan benefits as of August 31, 2025 and 2024, the related statements of changes in net assets (in liquidation) available for plan benefits for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the net assets (in liquidation) available for plan benefits of United Food and Commercial Workers' Union Local 919 and Contributing Employers' Non-Food Pension Fund as of August 31, 2025 and 2024, and the changes in its net assets (in liquidation) available for plan benefits 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. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of United Food and Commercial Workers' Union Local 919 and Contributing Employers' Non-Food 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.

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 United Food and Commercial Workers' Union Local 919 and Contributing Employers' Non-Food Pension Fund'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.

Auditors' 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 auditors' report that includes our opinion.

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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 generally accepted auditing standards 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 generally accepted auditing standards, 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 United Food and Commercial Workers' Union Local 919 and Contributing Employers' Non-Food Pension Fund'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 United Food and Commercial Workers' Union Local 919 and Contributing Employers' Non-Food Pension Fund'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.

Other Matters

As discussed in Note F to the financial statements, the largest contributing employer filed for bankruptcy protection in December 2000 and has since ceased its operations and has been liquidated. A Notice of Termination by reason of mass withdrawal was filed with the Pension Benefit Guaranty Corporation (PBGC), resulting in the Fund termination effective August 1, 2001. As a result, the Plan has changed its basis of accounting for periods subsequent to August 1, 2001 from a going concern to a liquidation basis.

Supplemental Schedules Required by ERISA

Our audits were conducted for the purpose of forming an opinion on the financial statements as a whole. The supplemental schedules of administrative expenses (in liquidation) are presented for purposes of additional analysis and are not a required part of the financial statements but are supplementary information required by the Department of Labor's Rules and Regulations for Reporting and Disclosure under ERISA. Such information is the responsibility of 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 generally accepted auditing standards.

In forming our opinion on the supplemental schedules, we evaluated whether the supplemental schedules, 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.

Baratz & Associates, P.A.

Baratz & Associates, P.A.
Marlton, NJ

March 10, 2026

United Food and Commercial Workers' Union Local 919
and Contributing Employers' Non-Food Pension Fund
Statements of Net Assets (In Liquidation) Available for Plan Benefits
August 31, 2025 and 2024

	2025	2024
Assets		
Cash	$ 406,340	$ 573,091
Total Assets	406,340	573,091
Liabilities		
Deferred funding from Pension Benefit Guaranty Corporation	259,763	274,292
Accounts payable and accrued expenses	20,025	12,500
Total Liabilities	279,788	286,792
Net Assets (In Liquidation) Available for Benefits	$ 126,552	$ 286,299

The accompanying notes are an integral part of these financial statements.

United Food and Commercial Workers' Union Local 919
and Contributing Employers' Non-Food Pension Fund
Statements of Changes in Net Assets (In Liquidation) Available For Plan Benefits
For the Years Ended August 31, 2025 and 2024

	2025	2024
Additions to Net Assets Attributed To:		
Funding from Pension Benefit Guaranty Corporation	$ 1,621,929	$ 1,779,775
Total Additions to Net Assets	1,621,929	1,779,775
Deductions From Net Assets Attributed To:		
Benefit payments	1,665,319	1,620,346
Administrative expenses	116,357	112,876
Total Deductions from Net Assets	1,781,676	1,733,222
Net (Decrease) Increase in Net Assets	(159,747)	46,553
Net Assets (In Liquidation) Available for Benefits, Beginning of Year	286,299	239,746
Net Assets (In Liquidation) Available for Benefits, End of Year	$ 126,552	$ 286,299

The accompanying notes are an integral part of these financial statements.

A. Description of the Fund

The following brief description of the United Food and Commercial Workers' Union Local 919 (the Union) and Contributing Employers' Non-Food Pension Fund (the Fund or Plan) is provided for general information only. Participants should refer to the Fund Trust Agreement for more complete information.

General

The Fund was and remains a multiemployer, jointly administered, collectively bargained, non-contributory defined benefit pension fund for eligible employees. It is subject to the provisions of the Employee Retirement Income Security Act of 1974 (ERISA).

Fund Trustees

The Fund Trust Agreement had provided for two Union and two management Trustees. However, because there are no longer any contributing employers, there are no longer any management trustees. The Fund has permanently appointed the Union Trustees as the sole Trustees of the Fund. Effective January 1, 2015, the Fund Trust Agreement has been amended, and an independent Trustee has been appointed by the Union Trustees, at which time the Union Trustees have resigned.

Pension Benefits

Participants with five years of vested service (prior to 1998, ten years of participation) are entitled to monthly pension benefits beginning at normal retirement age (65). Benefits under the Fund are based on $23 per month per year of credited service up to a maximum of 30 years. The Fund permits early retirement for vested employees (10 years of service) between the ages of 55 to 64. Early retirement benefits are paid at an amount less than those paid to participants who reach normal retirement age. Participants may elect to receive their pension benefits in the form of a joint and survivor annuity (if married), life-only benefit (if unmarried), or a ten-year certain and life annuity.

Survivor Benefits

If a vested participant dies, a survivor benefit equal to one-half of the value of the participant's accumulated pension benefits is paid to the participant's surviving spouse beginning at the participant's early retirement date.

Effective February 1, 2014, benefit payments were based on amounts guaranteed by the PGBC, which were generally 100% of the first $11 plus 75% of the remaining balance of the Plan's monthly benefit accrual rate ($12), times each year of credited service. Generally, the PBGC guarantees most vested, normal retirement age benefits, early retirement benefits, and certain disability and survivor's pensions. However, the PBGC does not guarantee all types of benefits under the Fund, and the amount of the benefit protection is subject to certain limitations. Vested benefits under the Fund are guaranteed at the level in effect at the date of the Fund's termination, subject to a statutory ceiling on the amount of an individual's monthly benefit.

Basis of Reporting

The accompanying financial statements of the Fund have been prepared using the liquidation basis of accounting due to the Fund's termination and the withdrawal of the employer during the fiscal year ended August 31, 2001.

B. Summary of Significant Accounting Policies

Use of Estimates

The preparation of financial statements in conformity with the liquidation basis of accounting requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities, and changes therein, disclosure of contingent assets and liabilities, and the actuarial present value of accumulated plan benefits at the date of the financial statements. Actual results could differ from those estimates.

Concentrations

The Organization maintains cash in demand deposit accounts with federally insured banks. At times, the balances in these accounts may be in excess of federally insured limits.

Benefit Payments

Benefit payments to participants are recorded when payments are made and/or initiated by the third-party payors.

Actuarial Present Value of Accumulated Fund Benefits

Accumulated fund benefits are those future periodic payments, including lump-sum distributions, which are attributable under the Fund's provisions to the service employees have rendered. Accumulated fund benefits include benefits expected to be paid to (a) retired or terminated (including disabled) employees or their beneficiaries, (b) beneficiaries of employees who have died, and (c) past employees or their beneficiaries. The actuarial present value of accumulated fund benefits is determined by an independent actuary and is that amount that results from applying actuarial assumptions to adjust the accumulated plan benefits to reflect the time value of money (through discounts for interest) and the probability of payment (by means of decrements such as death, disability, withdrawal or retirement) between the valuation date and the expected date of payment.

Uncertain Tax Positions

The Fund accounts for uncertain tax positions in accordance with certain provisions of FASB ASC 740, "Income Taxes," which provides a framework for how companies should recognize, measure, present, and disclose uncertain tax positions in their financial statements. Under FASB ASC 740, the Fund may recognize the tax benefit from an uncertain tax position only if it is more likely than not that the tax position will be sustained on examination by the taxing authorities, based on the technical merits of the position. The tax benefits recognized in the financial statements from such position are measured based on the largest benefit that has a greater than 50% likelihood of being realized upon ultimate settlement.

The Fund did not record any unrecognized tax benefits for the years ended August 31, 2025 and 2024. The Fund anticipates that it will not have a change in unrecognized tax benefits during the next twelve months that would have a material impact on the Fund's financial statements.

The Fund's policy is to recognize interest and penalties related to income taxes as a component of interest and penalty expense. As of and for the years ended August 31, 2025 and 2024, the Fund did not record any penalties or interest associated with unrecognized tax benefits. The Fund's prior three tax years are open and subject to examination by the Internal Revenue Service.

Deferred PBGC Funding

The Organization receives PBGC funding quarterly. Due to the August 31 fiscal year-end, amounts attributable to August are recognized as revenue in the current fiscal year, while amounts attributable to September and October are deferred at year-end. Deferred PBGC funding represents amounts received for periods subsequent to August 31 and is recognized as revenue in the applicable fiscal year. Deferred PBGC funding is presented as a liability in the statement of net assets.

C. Actuarial Present Value of Accumulated Plan Benefits

Accumulated plan benefits are those future periodic payments, including lump sum distributions that are attributable under the Plan's provisions to the service employees have rendered. Accumulated plan benefits include benefits expected to be paid to (a) retired or terminated employees or their beneficiaries, (b) beneficiaries of employees who have died, and (c) present employees or their beneficiaries.

The last actuarial valuation, dated February 10, 2026, was performed by RAE Consulting. The following results were extracted from the RAE Consulting report, which were developed using a roll forward approach. For more complete information, refer to the complete actuarial valuation.

Statement of Accumulated Plan Benefits	**9/1/2025 Actuarial Present Value**	**9/1/2024 Actuarial Present Value**
Vested Benefits:		
Participants currently receiving benefits	$12,611,757	$13,844,393
Other vested benefits	8,202,256	8,103,114
Total Actuarial Present Value of Accumulated Plan Benefits	$20,814,013	$21,947,507
Plan Assets	133,727	286,299
Unfunded Vested Benefits	$20,680,286	$21,661,208

Statement of Changes in Accumulated Plan Benefits	**9/1/2025**	**9/1/2024**
Actuarial Present Value of Accumulated Plan Benefits, Beginning of Period	$21,947,507	$22,341,363
Increase (Decrease) during the period		
Attributable to:		
Interest	1,070,523	1,128,235
Net experience gain or loss, changes in data	-	-
Change in actuarial assumptions	(538,698)	98,255
Benefits paid during the Plan year	(1,665,319)	(1,620,346)
Net (Decrease)	(1,133,494)	(393,856)
Actuarial Present Value of Accumulated Plan Benefits, End of Period	$20,814,013	$21,947,507
Present Value of Administrative Expenses	$414,940	$426,275

For the 2025 valuation, all current and projected benefit amounts were adjusted to reflect the insolvency of the Fund effective February 1, 2014 and subsequent reductions to amounts guaranteed by the PBGC and based on the Multiemployer Pension Reform Act of 2014.

The significant actuarial factors and assumptions used in determining the value of the Fund's future benefits and costs were:

Mortality

Healthy: ERISA Section 4044 mortality table for healthy participants for 2025 and 2024 valuation dates, respectively.

Disabled: ERISA Section 4044 mortality table for disabled participants not receiving social security disability benefits for 2025 and 2024 valuation dates, respectively.

Net investment return

For 2025, the net investment return varies (yield curve) for 20 years and thereafter. For 2024, the net investment return is 5.07% for all years.

Retirement age

Assumed to be the earlier of age 55 with 10 years of vesting service or age 65 for 2025.

The foregoing actuarial assumptions for 2025 is based on the facts disclosed in Note A regarding the Fund's plans with regard to termination.

Change in Actuarial Assumptions

For 2025 and 2024, the actuarial assumptions for net investment return and mortality were updated in accordance with ERISA Section 4044, see above for assumptions used.

Change in administrative expenses

Present values of administrative expenses were assumed to be $0 by the prior actuary, as of August 31, 2023. Starting August 31, 2024, the present value of expenses is shown and calculated per ERISA 4044 methodology, but with an interest rate of no less than 1.00%.

D. Tax Status

The Fund obtained it latest determination letter on September 10, 2015, in which the Internal Revenue Service stated that the Fund, as designed, was in compliance with the applicable requirements of the Internal Revenue Code. The Fund has been amended since receiving the determination letter and has filed with the Internal Revenue Service to receive a determination letter based on the amended and restated plan document. The Fund administrator and the Fund's tax counsel believe the Fund is currently designed and being operated in compliance with the applicable requirements of the Internal Revenue Code and is tax-exempt as of August 31, 2025 and 2024. Accordingly, no provision for income taxes has been included in the Fund's financial statements.

E. Risks and Uncertainties

The Trustees are authorized to invest the Fund's assets in any combination of stocks, bonds, fixed income securities, mutual funds, and other investment securities. Investment securities are exposed to various risks, such as interest rate, market, and credit risks. The value, liquidity, and related income of these securities are sensitive to changes in economic conditions and may be adversely affected by shifts in the market's perception of the issuers and changes in interest rates. Due to the inherent volatility of prices for 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 (in liquidation).

The actuarial present value of accumulated fund benefits is reported based on certain assumptions pertaining to interest rates, inflation rates, and employee demographics, all of which are subject to change. Due to uncertainties inherent in the estimations and assumptions process, it is at least reasonably possible that changes in these estimates and assumptions in the near term would be material to the financial statements.

F. Cessation of Contributions and Fund Termination

In December 2000, the largest contributing employer filed a petition under Chapter 11 of the United States Bankruptcy Code in the United States Bankruptcy Court, Southern District of New York, liquidated and terminated its operations. The only other contributing employer to the Fund was acquired by an outside buyer, and contributions to the Fund ceased on February 28, 2001. A Notice of Termination by reason of mass withdrawal was filed with the Pension Benefit Guaranty Corporation (PBGC), resulting in the Fund terminating effective August 1, 2001. The Fund has been in the process of terminating in accordance with the terms of the Plan and applicable law.

The Trustees intended for the Fund to continue as a terminated plan, to be administered in accordance with guidelines established by the Trustees, and if applicable, PBGC. The Fund does not meet ERISA's minimum funding requirements and has an underfunded benefit obligation as of August 31, 2025 and 2024.

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

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

The PBGC guarantee generally covers: (1) normal and early retirement benefits: (2) disability benefits if you become disabled before the Plan becomes insolvent; and (3) certain benefits for your survivors. The PBGC guarantee generally does not cover: (1) benefits greater than the maximum guaranteed amount set by law; (2) benefit increases and new benefits based on plan provisions that have been in place for fewer than 5 years at the earlier of: (i) the date the Plan terminates or (ii) the time the Plan becomes insolvent: (3) benefits that are not vested because you have not worked long enough; (4) benefits for which you have not met all of the requirements at the time the Plan becomes insolvent; and (5) non-pension benefits, such as health insurance, life insurance, certain death benefits, vacation pay and severance pay.

The maximum benefit that the PBGC guarantees is adjusted periodically, on the amount of an individual's monthly benefit that PBGC guarantees.

For more information about the PBGC and the benefits it guarantees, ask your plan administrator or contact the PBGC's Customer Contact Center at 1-800-400-7242. TTY/TDD users may call the federal relay service toll-free at 1-800-877-8339 and ask to be connected to 1-800-400-7242. Additional information about the PBGC's pension insurance program is available through the PBGC's website on the internet at http://www.pbgc.gov/multiemployer.

G. Subsequent Events

Subsequent events have been evaluated through March 10, 2026, which is the date the financial statements were available to be issued.

H. Contingent Liability – Pension Benefit Guaranty Corporation

As the Fund projected insufficient funds to pay benefits as of February 2014, on January 24, 2014, the Board of Trustees entered into a promissory note and security agreement with the PBGC to cover the benefit payments and administrative expenses, as provided for under Title IV of the Employee Retirement Income Security Act. Repayment of the note and interest (which accrues at a rate in effect under Section 6621(a)(2) of the Internal Revenue Code, compounded daily) is required should the Fund's financial condition improve to the extent that it has assets beyond those necessary to pay guaranteed benefits. The Fund anticipates continual borrowings until all guaranteed benefits are paid.

Quarterly, the Plan must provide the PBGC with (a) an estimate of funds needed to pay benefits and administrative expenses for the following quarter plus a one-month reserve for the payment of benefits, and (b) a reconciliation of financial assistance received from the PBGC and payments of benefits and administrative expenses of the previous quarter. As of August 31, 2025 and 2024, total financial assistance from the PBGC amounted to $23,268,572 and $21,653,843, respectively.

The Fund has no resources nor does it expect to have resources in the future to repay these notes. Accordingly, such amounts have been included as an addition to the Fund's assets in the statements of changes in net assets available for benefits (in liquidation) as the funds are received.

Supplementary Information

United Food and Commercial Workers' Union Local 919
and Contributing Employers' Non-Food Pension Fund
Schedules of Administrative Expenses (In Liquidation)
For the Years Ended August 31, 2025 and 2024

	2025	2024
Actuary fees	$ 9,870	$ 14,880
Administrative fees	67,376	64,500
Trustees' expense	18,045	14,180
Insurance	4,916	5,555
Legal fees	9,150	6,361
Accounting fees	7,000	7,400
Total Administrative Expenses	$ 116,357	$ 112,876

TEMPLATE 4A - Sheet 4A-1

v20220802p

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:	UFCW Union Local 919 & Contributing ERs Non-Food Pension Plan
EIN:	51-6129060
PN:	001
Initial Application Date:	6/30/2025
SFA Measurement Date:	3/31/2025
Last day of first plan year ending after the measurement date:	8/31/2025

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:	7.48%	Rate used in projection of non-SFA assets.
SFA Interest Rate Used:	5.93%	Rate used in projection of SFA assets.

Development of non-SFA interest rate and SFA interest rate:

Plan Interest Rate:	7.48%	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):	June 2025	4.94%	5.35%	5.58%
1 month preceding month in which plan's initial application is filed, and corresponding segment rates:	May 2025	4.95%	5.33%	5.55%
2 months preceding month in which plan's initial application is filed, and corresponding segment rates:	April 2025	4.97%	5.31%	5.51%
3 months preceding month in which plan's initial application is filed, and corresponding segment rates:	March 2025	4.99%	5.30%	5.48%

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)* :	7.48%	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):*	7.48%	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*):	5.93%	This amount is calculated based on the other information entered.
SFA Interest Rate Calculation (*lesser of Plan Interest Rate and SFA Interest Rate Limit*):	5.93%	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

v20220802p

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:	UFCW Union Local 919 & Contributing ERs Non-Food Pension Plan
EIN:	51-6129060
PN:	001
SFA Measurement Date:	3/31/2025

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
3/31/2025	8/31/2025	$655,925	$267,553	$0	$0	$923,479
9/1/2025	8/31/2026	$1,507,364	$660,786	$0	$0	$2,168,150
9/1/2026	8/31/2027	$1,439,118	$679,063	$0	$0	$2,118,181
9/1/2027	8/31/2028	$1,369,816	$683,667	$0	$0	$2,053,482
9/1/2028	8/31/2029	$1,300,237	$686,291	$0	$0	$1,986,528
9/1/2029	8/31/2030	$1,229,874	$543,417	$0	$0	$1,773,291
9/1/2030	8/31/2031	$1,160,574	$543,733	$0	$0	$1,704,307
9/1/2031	8/31/2032	$1,092,870	$540,451	$0	$0	$1,633,321
9/1/2032	8/31/2033	$1,025,334	$535,713	$0	$0	$1,561,047
9/1/2033	8/31/2034	$958,849	$529,496	$0	$0	$1,488,345
9/1/2034	8/31/2035	$893,566	$520,885	$0	$0	$1,414,452
9/1/2035	8/31/2036	$829,694	$510,948	$0	$0	$1,340,641
9/1/2036	8/31/2037	$767,440	$500,399	$0	$0	$1,267,838
9/1/2037	8/31/2038	$707,008	$490,037	$0	$0	$1,197,045
9/1/2038	8/31/2039	$648,584	$479,877	$0	$0	$1,128,461
9/1/2039	8/31/2040	$592,319	$467,175	$0	$0	$1,059,494
9/1/2040	8/31/2041	$538,344	$453,765	$0	$0	$992,109
9/1/2041	8/31/2042	$486,776	$439,608	$0	$0	$926,384
9/1/2042	8/31/2043	$437,717	$424,736	$0	$0	$862,452
9/1/2043	8/31/2044	$391,262	$409,162	$0	$0	$800,424
9/1/2044	8/31/2045	$347,503	$392,907	$0	$0	$740,410
9/1/2045	8/31/2046	$306,524	$376,015	$0	$0	$682,539
9/1/2046	8/31/2047	$268,404	$358,534	$0	$0	$626,939
9/1/2047	8/31/2048	$233,209	$340,519	$0	$0	$573,728
9/1/2048	8/31/2049	$200,979	$322,056	$0	$0	$523,035
9/1/2049	8/31/2050	$171,730	$303,197	$0	$0	$474,927
9/1/2050	8/31/2051	$145,442	$284,061	$0	$0	$429,503

TEMPLATE 4A - Sheet 4A-3

SFA Determination - Participant Count and Administrative Expenses for the "basic method" for all plans, and for the "

See Template 4A Instructions for Additional Instructions for Sheet 4A-3.

PLAN INFORMATION

Abbreviated Plan Name:	UFCW Union Local 919 & Contributing ERs Non-Food Pension Plan
EIN:	51-6129060
PN:	001
SFA Measurement Date:	3/31/2025

Sheet, show all administrative expense amounts as positive a

SFA Measurement Date / Plan Year Start Date	Plan Year End Date	Total Participant Count at Beginning of Plan Year	**PROJECTED ADMINISTRATIVE EXPENSES** for: PBGC Premiums	Other	Total
3/31/2025	8/31/2025	890	$32,930	$ 48,482	$81,412
9/1/2025	8/31/2026	865	$33,735	$121,319	$155,054
9/1/2026	8/31/2027	842	$33,680	$183,600	$217,280
9/1/2027	8/31/2028	818	$33,538	$182,900	$216,438
9/1/2028	8/31/2029	793	$33,326	$149,264	$182,590
9/1/2029	8/31/2030	766	$32,996	$152,996	$185,992
9/1/2030	8/31/2031	739	$32,629	$156,820	$189,449
9/1/2031	8/31/2032	712	$37,024	$160,741	$197,765
9/1/2032	8/31/2033	685	$36,511	$164,760	$201,271
9/1/2033	8/31/2034	658	$35,948	$168,879	$204,827
9/1/2034	8/31/2035	631	$35,335	$173,100	$208,435
9/1/2035	8/31/2036	603	$34,611	$177,428	$212,039
9/1/2036	8/31/2037	575	$33,829	$181,864	$215,693
9/1/2037	8/31/2038	548	$33,047	$186,410	$219,457
9/1/2038	8/31/2039	520	$32,142	$191,071	$223,213
9/1/2039	8/31/2040	493	$31,235	$195,847	$227,082
9/1/2040	8/31/2041	466	$30,262	$200,743	$231,005
9/1/2041	8/31/2042	440	$29,288	$205,762	$235,050
9/1/2042	8/31/2043	414	$28,247	$210,906	$239,153
9/1/2043	8/31/2044	388	$27,134	$212,993	$240,127
9/1/2044	8/31/2045	363	$26,021	$196,102	$222,123
9/1/2045	8/31/2046	339	$24,908	$179,854	$204,762
9/1/2046	8/31/2047	315	$23,723	$164,359	$188,082
9/1/2047	8/31/2048	293	$22,618	$149,500	$172,118
9/1/2048	8/31/2049	271	$21,443	$135,467	$156,910
9/1/2049	8/31/2050	250	$20,276	$122,202	$142,478
9/1/2050	8/31/2051	230	$19,120	$109,731	$128,851

TEMPLATE 4A - Sheet 4A-4 v20220802p

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:	UFCW Union Local 919 & Contributing ERs Non-Food Pension Plan	
EIN:	51-6129060	
PN:	001	
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:	3/31/2025	
Fair Market Value of Assets as of the SFA Measurement Date:	$411,608	
SFA Amount as of the SFA Measurement Date under the method calculated in this Sheet:	$23,101,901	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:	9/1/2047	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:	7.48%	
SFA Interest Rate:	5.93%	

$2.5

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))
3/31/2025	8/31/2025	$0	$0	$0	-$923,479	-$1,141,943	-$81,412	-$2,146,834	$521,359	$21,476,426	$0	$12,559	$424,167
9/1/2025	8/31/2026	$0	$0	$0	-$2,168,150	$0	-$155,054	-$2,323,204	$1,205,661	$20,358,883	$0	$31,728	$455,895
9/1/2026	8/31/2027	$0	$0	$0	-$2,118,181	$0	-$217,280	-$2,335,461	$1,139,033	$19,162,455	$0	$34,101	$489,996
9/1/2027	8/31/2028	$0	$0	$0	-$2,053,482	$0	-$216,438	-$2,269,920	$1,070,000	$17,962,535	$0	$36,652	$526,648
9/1/2028	8/31/2029	$0	$0	$0	-$1,986,528	$0	-$182,590	-$2,169,118	$1,001,790	$16,795,207	$0	$39,393	$566,041
9/1/2029	8/31/2030	$0	$0	$0	-$1,773,291	$0	-$185,992	-$1,959,282	$938,700	$15,774,625	$0	$42,340	$608,381
9/1/2030	8/31/2031	$0	$0	$0	-$1,704,307	$0	-$189,449	-$1,893,756	$880,094	$14,760,963	$0	$45,507	$653,888
9/1/2031	8/31/2032	$0	$0	$0	-$1,633,321	$0	-$197,765	-$1,831,086	$821,815	$13,751,692	$0	$48,911	$702,799
9/1/2032	8/31/2033	$0	$0	$0	-$1,561,047	$0	-$201,271	-$1,762,318	$763,975	$12,753,350	$0	$52,569	$755,368
9/1/2033	8/31/2034	$0	$0	$0	-$1,488,345	$0	-$204,827	-$1,693,172	$706,794	$11,766,972	$0	$56,502	$811,870
9/1/2034	8/31/2035	$0	$0	$0	-$1,414,452	$0	-$208,435	-$1,622,887	$650,356	$10,794,441	$0	$60,728	$872,598
9/1/2035	8/31/2036	$0	$0	$0	-$1,340,641	$0	-$212,039	-$1,552,680	$594,736	$9,836,497	$0	$65,270	$937,868
9/1/2036	8/31/2037	$0	$0	$0	-$1,267,838	$0	-$215,693	-$1,483,531	$539,951	$8,892,916	$0	$70,153	$1,008,021
9/1/2037	8/31/2038	$0	$0	$0	-$1,197,045	$0	-$219,457	-$1,416,502	$485,955	$7,962,369	$0	$75,400	$1,083,421
9/1/2038	8/31/2039	$0	$0	$0	-$1,128,461	$0	-$223,213	-$1,351,673	$432,669	$7,043,365	$0	$81,040	$1,164,461
9/1/2039	8/31/2040	$0	$0	$0	-$1,059,494	$0	-$227,082	-$1,286,577	$380,074	$6,136,862	$0	$87,102	$1,251,563
9/1/2040	8/31/2041	$0	$0	$0	-$992,109	$0	-$231,005	-$1,223,115	$328,173	$5,241,920	$0	$93,617	$1,345,180
9/1/2041	8/31/2042	$0	$0	$0	-$926,384	$0	-$235,050	-$1,161,434	$276,905	$4,357,391	$0	$100,619	$1,445,799
9/1/2042	8/31/2043	$0	$0	$0	-$862,452	$0	-$239,153	-$1,101,606	$226,201	$3,481,986	$0	$108,146	$1,553,945
9/1/2043	8/31/2044	$0	$0	$0	-$800,424	$0	-$240,127	-$1,040,551	$176,074	$2,617,510	$0	$116,235	$1,670,180
9/1/2044	8/31/2045	$0	$0	$0	-$740,410	$0	-$222,123	-$962,533	$127,090	$1,782,067	$0	$124,929	$1,795,109
9/1/2045	8/31/2046	$0	$0	$0	-$682,539	$0	-$204,762	-$887,301	$79,747	$974,513	$0	$134,274	$1,929,383
9/1/2046	8/31/2047	$0	$0	$0	-$626,939	$0	-$188,082	-$815,021	$33,971	$193,464	$0	$144,318	$2,073,701
9/1/2047	8/31/2048	$0	$0	$0	-$573,728	$0	-$172,118	-$193,464	$0	$0	-$552,383	$141,147	$1,662,465
9/1/2048	8/31/2049	$0	$0	$0	-$523,035	$0	-$156,910	$0	$0	$0	-$679,945	$105,144	$1,087,664
9/1/2049	8/31/2050	$0	$0	$0	-$474,927	$0	-$142,478	$0	$0	$0	-$617,405	$63,915	$534,175
9/1/2050	8/31/2051	$0	$0	$0	-$429,503	$0	-$128,851	$0	$0	$0	-$558,354	$24,182	$3

TEMPLATE 4A

v20220802p

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. 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.

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	
v20220802p	08/02/2022	Cosmetic changes to increase the size of some rows
v20220701p	07/01/2022	

TEMPLATE 4A - Sheet 4A-1 v20220802p

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:	UFCW Union Local 919 & Contributing ERs Non-Food Pension Plan
EIN:	51-6129060
PN:	001
Initial Application Date:	06/30/2025
SFA Measurement Date:	03/31/2025
Last day of first plan year ending after the measurement date:	08/31/2025

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:	7.48%	Rate used in projection of non-SFA assets.
SFA Interest Rate Used:	5.93%	Rate used in projection of SFA assets.

Development of non-SFA interest rate and SFA interest rate:

Plan Interest Rate:	7.48%	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):	June 2025	4.94%	5.35%	5.58%
1 month preceding month in which plan's initial application is filed, and corresponding segment rates:	May 2025	4.95%	5.33%	5.55%
2 months preceding month in which plan's initial application is filed, and corresponding segment rates:	April 2025	4.97%	5.31%	5.51%
3 months preceding month in which plan's initial application is filed, and corresponding segment rates:	March 2025	4.99%	5.30%	5.48%

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)* :	7.48%	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)*:	7.48%	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*):	5.93%	This amount is calculated based on the other information entered.
SFA Interest Rate Calculation (*lesser of Plan Interest Rate and SFA Interest Rate Limit*):	5.93%	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

v20220802p

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:	UFCW Union Local 919 & Contributing ERs Non-Food Pension Plan
EIN:	51-6129060
PN:	001
SFA Measurement Date:	03/31/2025

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
03/31/2025	08/31/2025	$655,925	$267,553	$0	$0	$923,479
09/01/2025	08/31/2026	$1,507,364	$660,786	$0	$0	$2,168,150
09/01/2026	08/31/2027	$1,439,118	$679,063	$0	$0	$2,118,181
09/01/2027	08/31/2028	$1,369,816	$683,667	$0	$0	$2,053,482
09/01/2028	08/31/2029	$1,300,237	$686,291	$0	$0	$1,986,528
09/01/2029	08/31/2030	$1,229,874	$543,417	$0	$0	$1,773,291
09/01/2030	08/31/2031	$1,160,574	$543,733	$0	$0	$1,704,307
09/01/2031	08/31/2032	$1,092,870	$540,451	$0	$0	$1,633,321
09/01/2032	08/31/2033	$1,025,334	$535,713	$0	$0	$1,561,047
09/01/2033	08/31/2034	$958,849	$529,496	$0	$0	$1,488,345
09/01/2034	08/31/2035	$893,566	$520,885	$0	$0	$1,414,452
09/01/2035	08/31/2036	$829,694	$510,948	$0	$0	$1,340,641
09/01/2036	08/31/2037	$767,440	$500,399	$0	$0	$1,267,838
09/01/2037	08/31/2038	$707,008	$490,037	$0	$0	$1,197,045
09/01/2038	08/31/2039	$648,584	$479,877	$0	$0	$1,128,461
09/01/2039	08/31/2040	$592,319	$467,175	$0	$0	$1,059,494
09/01/2040	08/31/2041	$538,344	$453,765	$0	$0	$992,109
09/01/2041	08/31/2042	$486,776	$439,608	$0	$0	$926,384
09/01/2042	08/31/2043	$437,717	$424,736	$0	$0	$862,452
09/01/2043	08/31/2044	$391,262	$409,162	$0	$0	$800,424
09/01/2044	08/31/2045	$347,503	$392,907	$0	$0	$740,410
09/01/2045	08/31/2046	$306,524	$376,015	$0	$0	$682,539
09/01/2046	08/31/2047	$268,404	$358,534	$0	$0	$626,939
09/01/2047	08/31/2048	$233,209	$340,519	$0	$0	$573,728
09/01/2048	08/31/2049	$200,979	$322,056	$0	$0	$523,035
09/01/2049	08/31/2050	$171,730	$303,197	$0	$0	$474,927
09/01/2050	08/31/2051	$145,442	$284,061	$0	$0	$429,503

TEMPLATE 4A - Sheet 4A-3

SFA Determination - Participant Count and Administrative Expenses for the "basic method" for all plans, and for the

See Template 4A Instructions for Additional Instructions for Sheet 4A-3.

PLAN INFORMATION

Abbreviated Plan Name:	UFCW Union Local 919 & Contributing ERs Non-Food Pension Plan
EIN:	51-6129060
PN:	001
SFA Measurement Date:	03/31/2025

Sheet, show all administrative expense amounts as positive

			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
03/31/2025	08/31/2025	890	$32,930	$ 48,482	$81,412
09/01/2025	08/31/2026	865	$33,735	$121,319	$155,054
09/01/2026	08/31/2027	842	$33,680	$183,600	$217,280
09/01/2027	08/31/2028	818	$33,538	$182,900	$216,438
09/01/2028	08/31/2029	793	$33,326	$149,264	$182,590
09/01/2029	08/31/2030	766	$32,996	$152,996	$185,992
09/01/2030	08/31/2031	739	$32,629	$156,820	$189,449
09/01/2031	08/31/2032	712	$37,024	$160,741	$197,765
09/01/2032	08/31/2033	685	$36,511	$164,760	$201,271
09/01/2033	08/31/2034	658	$35,948	$168,879	$204,827
09/01/2034	08/31/2035	631	$35,335	$173,100	$208,435
09/01/2035	08/31/2036	603	$34,611	$177,428	$212,039
09/01/2036	08/31/2037	575	$33,829	$181,864	$215,693
09/01/2037	08/31/2038	548	$33,047	$186,410	$219,457
09/01/2038	08/31/2039	520	$32,142	$191,071	$223,213
09/01/2039	08/31/2040	493	$31,235	$195,847	$227,082
09/01/2040	08/31/2041	466	$30,262	$200,743	$231,005
09/01/2041	08/31/2042	440	$29,288	$205,762	$235,050
09/01/2042	08/31/2043	414	$28,247	$210,906	$239,153
09/01/2043	08/31/2044	388	$27,134	$212,993	$240,127
09/01/2044	08/31/2045	363	$26,021	$196,102	$222,123
09/01/2045	08/31/2046	339	$24,908	$179,854	$204,762
09/01/2046	08/31/2047	315	$23,723	$164,359	$188,082
09/01/2047	08/31/2048	293	$22,618	$149,500	$172,118
09/01/2048	08/31/2049	271	$21,443	$135,467	$156,910
09/01/2049	08/31/2050	250	$20,276	$122,202	$142,478
09/01/2050	08/31/2051	230	$19,120	$109,731	$128,851

TEMPLATE 4A - Sheet 4A-4 v20220802p

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:	UFCW Union Local 919 & Contributing ERs Non-Food Pension Plan	
EIN:	51-6129060	
PN:	001	
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:	03/31/2025	
Fair Market Value of Assets as of the SFA Measurement Date:	$411,608	
SFA Amount as of the SFA Measurement Date under the method calculated in this Sheet:	$23,101,901	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:	09/01/2047	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:	7.48%	
SFA Interest Rate:	5.93%	

$2.5

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))
03/31/2025	08/31/2025	$0	$0	$0	-$923,479	-$1,141,943	-$81,412	-$2,146,834	$521,359	$21,476,426	$0	$12,559	$424,167
09/01/2025	08/31/2026	$0	$0	$0	-$2,168,150	$0	-$155,054	-$2,323,204	$1,205,661	$20,358,883	$0	$31,728	$455,895
09/01/2026	08/31/2027	$0	$0	$0	-$2,118,181	$0	-$217,280	-$2,335,461	$1,139,033	$19,162,455	$0	$34,101	$489,996
09/01/2027	08/31/2028	$0	$0	$0	-$2,053,482	$0	-$216,438	-$2,269,920	$1,070,000	$17,962,535	$0	$36,652	$526,648
09/01/2028	08/31/2029	$0	$0	$0	-$1,986,528	$0	-$182,590	-$2,169,118	$1,001,790	$16,795,207	$0	$39,393	$566,041
09/01/2029	08/31/2030	$0	$0	$0	-$1,773,291	$0	-$185,992	-$1,959,282	$938,700	$15,774,625	$0	$42,340	$608,381
09/01/2030	08/31/2031	$0	$0	$0	-$1,704,307	$0	-$189,449	-$1,893,756	$880,094	$14,760,963	$0	$45,507	$653,888
09/01/2031	08/31/2032	$0	$0	$0	-$1,633,321	$0	-$197,765	-$1,831,086	$821,815	$13,751,692	$0	$48,911	$702,799
09/01/2032	08/31/2033	$0	$0	$0	-$1,561,047	$0	-$201,271	-$1,762,318	$763,975	$12,753,350	$0	$52,569	$755,368
09/01/2033	08/31/2034	$0	$0	$0	-$1,488,345	$0	-$204,827	-$1,693,172	$706,794	$11,766,972	$0	$56,502	$811,870
09/01/2034	08/31/2035	$0	$0	$0	-$1,414,452	$0	-$208,435	-$1,622,887	$650,356	$10,794,441	$0	$60,728	$872,598
09/01/2035	08/31/2036	$0	$0	$0	-$1,340,641	$0	-$212,039	-$1,552,680	$594,736	$9,836,497	$0	$65,270	$937,868
09/01/2036	08/31/2037	$0	$0	$0	-$1,267,838	$0	-$215,693	-$1,483,531	$539,951	$8,892,916	$0	$70,153	$1,008,021
09/01/2037	08/31/2038	$0	$0	$0	-$1,197,045	$0	-$219,457	-$1,416,502	$485,955	$7,962,369	$0	$75,400	$1,083,421
09/01/2038	08/31/2039	$0	$0	$0	-$1,128,461	$0	-$223,213	-$1,351,673	$432,669	$7,043,365	$0	$81,040	$1,164,461
09/01/2039	08/31/2040	$0	$0	$0	-$1,059,494	$0	-$227,082	-$1,286,577	$380,074	$6,136,862	$0	$87,102	$1,251,563
09/01/2040	08/31/2041	$0	$0	$0	-$992,109	$0	-$231,005	-$1,223,115	$328,173	$5,241,920	$0	$93,617	$1,345,180
09/01/2041	08/31/2042	$0	$0	$0	-$926,384	$0	-$235,050	-$1,161,434	$276,905	$4,357,391	$0	$100,619	$1,445,799
09/01/2042	08/31/2043	$0	$0	$0	-$862,452	$0	-$239,153	-$1,101,606	$226,201	$3,481,986	$0	$108,146	$1,553,945
09/01/2043	08/31/2044	$0	$0	$0	-$800,424	$0	-$240,127	-$1,040,551	$176,074	$2,617,510	$0	$116,235	$1,670,180
09/01/2044	08/31/2045	$0	$0	$0	-$740,410	$0	-$222,123	-$962,533	$127,090	$1,782,067	$0	$124,929	$1,795,109
09/01/2045	08/31/2046	$0	$0	$0	-$682,539	$0	-$204,762	-$887,301	$79,747	$974,513	$0	$134,274	$1,929,383
09/01/2046	08/31/2047	$0	$0	$0	-$626,939	$0	-$188,082	-$815,021	$33,971	$193,464	$0	$144,318	$2,073,701
09/01/2047	08/31/2048	$0	$0	$0	-$573,728	$0	-$172,118	-$193,464	$0	$0	-$552,383	$141,147	$1,662,465
09/01/2048	08/31/2049	$0	$0	$0	-$523,035	$0	-$156,910	$0	$0	$0	-$679,945	$105,144	$1,087,664
09/01/2049	08/31/2050	$0	$0	$0	-$474,927	$0	-$142,478	$0	$0	$0	-$617,405	$63,915	$534,175
09/01/2050	08/31/2051	$0	$0	$0	-$429,503	$0	-$128,851	$0	$0	$0	-$558,354	$24,182	$3

TEMPLATE 4A - Sheet 4A-5

v20220802p

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 - 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:	UFCW Union Local 919 & Contributing ERs Non-Food Pension Plan
EIN:	51-6129060
PN:	001
SFA Measurement Date:	3/31/2025

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
3/31/2025	8/31/2025	$654,448	$465,361	$0	$0	$1,119,809
9/1/2025	8/31/2026	$1,503,583	$506,950	$0	$0	$2,010,533
9/1/2026	8/31/2027	$1,435,087	$526,035	$0	$0	$1,961,122
9/1/2027	8/31/2028	$1,365,528	$530,891	$0	$0	$1,896,419
9/1/2028	8/31/2029	$1,295,696	$535,252	$0	$0	$1,830,947
9/1/2029	8/31/2030	$1,225,093	$531,932	$0	$0	$1,757,025
9/1/2030	8/31/2031	$1,155,301	$532,047	$0	$0	$1,687,348
9/1/2031	8/31/2032	$1,086,588	$528,533	$0	$0	$1,615,121
9/1/2032	8/31/2033	$1,018,925	$523,632	$0	$0	$1,542,557
9/1/2033	8/31/2034	$952,357	$517,346	$0	$0	$1,469,703
9/1/2034	8/31/2035	$887,038	$508,743	$0	$0	$1,395,781
9/1/2035	8/31/2036	$823,173	$498,938	$0	$0	$1,322,110
9/1/2036	8/31/2037	$760,970	$488,641	$0	$0	$1,249,612
9/1/2037	8/31/2038	$700,632	$478,657	$0	$0	$1,179,289
9/1/2038	8/31/2039	$642,338	$469,010	$0	$0	$1,111,348
9/1/2039	8/31/2040	$586,239	$456,912	$0	$0	$1,043,152
9/1/2040	8/31/2041	$532,459	$444,200	$0	$0	$976,659
9/1/2041	8/31/2042	$481,113	$430,812	$0	$0	$911,925
9/1/2042	8/31/2043	$432,297	$416,756	$0	$0	$849,052
9/1/2043	8/31/2044	$386,102	$402,021	$0	$0	$788,123
9/1/2044	8/31/2045	$342,615	$386,603	$0	$0	$729,219
9/1/2045	8/31/2046	$301,917	$370,525	$0	$0	$672,442
9/1/2046	8/31/2047	$264,082	$353,818	$0	$0	$617,901
9/1/2047	8/31/2048	$229,173	$336,523	$0	$0	$565,695
9/1/2048	8/31/2049	$197,226	$318,714	$0	$0	$515,940
9/1/2049	8/31/2050	$168,257	$300,439	$0	$0	$468,695
9/1/2050	8/31/2051	$142,243	$281,811	$0	$0	$424,054

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:	UFCW Union Local 919 & Contributing ERs Non-Food Pension Plan
EIN:	51-6129060
PN:	001
SFA Measurement Date:	3/31/2025

On this Sheet, show all administrative expense amounts as positive amounts.

SFA Measurement Date / Plan Year Start Date	Plan Year End Date	Total Participant Count at Beginning of Plan Year	**PROJECTED ADMINISTRATIVE EXPENSES** for: PBGC Premiums	Other	Total
3/31/2025	8/31/2025	890	$32,930	$48,482	$81,412
9/1/2025	8/31/2026	865	$33,735	$121,319	$155,054
9/1/2026	8/31/2027	842	$33,680	$183,600	$217,280
9/1/2027	8/31/2028	818	$33,538	$182,900	$216,438
9/1/2028	8/31/2029	793	$33,326	$149,264	$182,590
9/1/2029	8/31/2030	766	$32,996	$152,996	$185,992
9/1/2030	8/31/2031	739	$32,629	$156,820	$189,449
9/1/2031	8/31/2032	712	$37,024	$160,741	$197,765
9/1/2032	8/31/2033	685	$36,511	$164,760	$201,271
9/1/2033	8/31/2034	658	$35,948	$168,879	$204,827
9/1/2034	8/31/2035	631	$35,335	$173,100	$208,435
9/1/2035	8/31/2036	603	$34,611	$177,428	$212,039
9/1/2036	8/31/2037	575	$33,829	$181,864	$215,693
9/1/2037	8/31/2038	548	$33,047	$186,410	$219,457
9/1/2038	8/31/2039	520	$32,142	$191,071	$223,213
9/1/2039	8/31/2040	493	$31,235	$195,847	$227,082
9/1/2040	8/31/2041	466	$30,262	$200,743	$231,005
9/1/2041	8/31/2042	440	$29,288	$205,762	$235,050
9/1/2042	8/31/2043	414	$28,247	$210,906	$239,153
9/1/2043	8/31/2044	388	$27,134	$212,993	$240,127
9/1/2044	8/31/2045	363	$26,021	$196,102	$222,123
9/1/2045	8/31/2046	339	$24,908	$179,854	$204,762
9/1/2046	8/31/2047	315	$23,723	$164,359	$188,082
9/1/2047	8/31/2048	293	$22,618	$149,500	$172,118
9/1/2048	8/31/2049	271	$21,443	$135,467	$156,910
9/1/2049	8/31/2050	250	$20,276	$122,202	$142,478
9/1/2050	8/31/2051	230	$19,120	$109,731	$128,851

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:	UFCW Union Local 919 & Contributing ERs Non-Food Pension Plan
EIN:	51-6129060
PN:	001
MPRA Plan?	No
If a MPRA Plan, which method yields the greatest amount of SFA?	N/A
SFA Measurement Date:	3/31/2025
Fair Market Value of Assets as of the SFA Measurement Date:	$411,608
SFA Amount as of the SFA Measurement Date under the method calculated in this Sheet:	$21,543,285
Non-SFA Interest Rate:	7.48%
SFA Interest Rate:	5.93%

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))
3/31/2025	8/31/2025	$0	$0	$0	-$1,119,809	$0	-$81,412	-$1,201,221	$507,871	$20,849,935	$0	$12,559	$424,167
9/1/2025	8/31/2026	$0	$0	$0	-$2,010,533	$0	-$155,054	-$2,165,587	$1,168,453	$19,852,801	$0	$31,728	$455,895
9/1/2026	8/31/2027	$0	$0	$0	-$1,961,122	$0	-$217,280	-$2,178,402	$1,107,076	$18,781,475	$0	$34,101	$489,996
9/1/2027	8/31/2028	$0	$0	$0	-$1,896,419	$0	-$216,438	-$2,112,857	$1,045,488	$17,714,105	$0	$36,652	$526,648
9/1/2028	8/31/2029	$0	$0	$0	-$1,830,947	$0	-$182,590	-$2,013,537	$986,113	$16,686,681	$0	$39,393	$566,041
9/1/2029	8/31/2030	$0	$0	$0	-$1,757,025	$0	-$185,992	-$1,943,017	$927,145	$15,670,809	$0	$42,340	$608,381
9/1/2030	8/31/2031	$0	$0	$0	-$1,687,348	$0	-$189,449	-$1,876,797	$868,735	$14,662,747	$0	$45,507	$653,888
9/1/2031	8/31/2032	$0	$0	$0	-$1,615,121	$0	-$197,765	-$1,812,886	$810,575	$13,660,436	$0	$48,911	$702,799
9/1/2032	8/31/2033	$0	$0	$0	-$1,542,557	$0	-$201,271	-$1,743,827	$753,050	$12,669,658	$0	$52,569	$755,368
9/1/2033	8/31/2034	$0	$0	$0	-$1,469,703	$0	-$204,827	-$1,674,529	$696,215	$11,691,344	$0	$56,502	$811,870
9/1/2034	8/31/2035	$0	$0	$0	-$1,395,781	$0	-$208,435	-$1,604,217	$640,148	$10,727,276	$0	$60,728	$872,598
9/1/2035	8/31/2036	$0	$0	$0	-$1,322,110	$0	-$212,039	-$1,534,149	$584,918	$9,778,045	$0	$65,270	$937,868
9/1/2036	8/31/2037	$0	$0	$0	-$1,249,612	$0	-$215,693	-$1,465,304	$530,530	$8,843,270	$0	$70,153	$1,008,021
9/1/2037	8/31/2038	$0	$0	$0	-$1,179,289	$0	-$219,457	-$1,398,746	$476,930	$7,921,454	$0	$75,400	$1,083,421
9/1/2038	8/31/2039	$0	$0	$0	-$1,111,348	$0	-$223,213	-$1,334,561	$424,029	$7,010,922	$0	$81,040	$1,164,461
9/1/2039	8/31/2040	$0	$0	$0	-$1,043,152	$0	-$227,082	-$1,270,234	$371,798	$6,112,486	$0	$87,102	$1,251,563
9/1/2040	8/31/2041	$0	$0	$0	-$976,659	$0	-$231,005	-$1,207,665	$320,231	$5,225,053	$0	$93,617	$1,345,180
9/1/2041	8/31/2042	$0	$0	$0	-$911,925	$0	-$235,050	-$1,146,975	$269,258	$4,347,336	$0	$100,619	$1,445,799
9/1/2042	8/31/2043	$0	$0	$0	-$849,052	$0	-$239,153	-$1,088,206	$218,803	$3,477,933	$0	$108,146	$1,553,945
9/1/2043	8/31/2044	$0	$0	$0	-$788,123	$0	-$240,127	-$1,028,250	$168,971	$2,618,655	$0	$116,235	$1,670,180
9/1/2044	8/31/2045	$0	$0	$0	-$729,219	$0	-$222,123	-$951,342	$120,804	$1,788,117	$0	$124,929	$1,795,109
9/1/2045	8/31/2046	$0	$0	$0	-$672,442	$0	-$204,762	-$877,204	$74,242	$985,156	$0	$134,274	$1,929,383
9/1/2046	8/31/2047	$0	$0	$0	-$617,901	$0	-$188,082	-$805,982	$29,210	$208,383	$0	$144,318	$2,073,701
9/1/2047	8/31/2048	$0	$0	$0	-$565,695	$0	-$172,118	-$208,383	$0	$0	-$529,430	$129,116	$1,673,387
9/1/2048	8/31/2049	$0	$0	$0	-$515,940	$0	-$156,910	$0	$0	$0	-$672,851	$94,484	$1,095,020
9/1/2049	8/31/2050	$0	$0	$0	-$468,695	$0	-$142,478	$0	$0	$0	-$611,173	$54,037	$537,883
9/1/2050	8/31/2051	$0	$0	$0	-$424,054	$0	-$128,851	$0	$0	$0	-$552,905	$15,022	$1

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:	UFCW Union Local 919 & Contributing ERs Non-Food Pension Plan
EIN:	51-6129060
PN:	001
SFA Measurement Date:	03/31/2025

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
03/31/2025	08/31/2025	$654,448	$465,361	$0	$0	$1,119,809
09/01/2025	08/31/2026	$1,503,583	$506,950	$0	$0	$2,010,533
09/01/2026	08/31/2027	$1,435,087	$526,035	$0	$0	$1,961,122
09/01/2027	08/31/2028	$1,365,528	$530,891	$0	$0	$1,896,419
09/01/2028	08/31/2029	$1,295,696	$535,252	$0	$0	$1,830,947
09/01/2029	08/31/2030	$1,225,093	$531,932	$0	$0	$1,757,025
09/01/2030	08/31/2031	$1,155,301	$532,047	$0	$0	$1,687,348
09/01/2031	08/31/2032	$1,086,588	$528,533	$0	$0	$1,615,121
09/01/2032	08/31/2033	$1,018,925	$523,632	$0	$0	$1,542,557
09/01/2033	08/31/2034	$952,357	$517,346	$0	$0	$1,469,703
09/01/2034	08/31/2035	$887,038	$508,743	$0	$0	$1,395,781
09/01/2035	08/31/2036	$823,173	$498,938	$0	$0	$1,322,110
09/01/2036	08/31/2037	$760,970	$488,641	$0	$0	$1,249,612
09/01/2037	08/31/2038	$700,632	$478,657	$0	$0	$1,179,289
09/01/2038	08/31/2039	$642,338	$469,010	$0	$0	$1,111,348
09/01/2039	08/31/2040	$586,239	$456,912	$0	$0	$1,043,152
09/01/2040	08/31/2041	$532,459	$444,200	$0	$0	$976,659
09/01/2041	08/31/2042	$481,113	$430,812	$0	$0	$911,925
09/01/2042	08/31/2043	$432,297	$416,756	$0	$0	$849,052
09/01/2043	08/31/2044	$386,102	$402,021	$0	$0	$788,123
09/01/2044	08/31/2045	$342,615	$386,603	$0	$0	$729,219
09/01/2045	08/31/2046	$301,917	$370,525	$0	$0	$672,442
09/01/2046	08/31/2047	$264,082	$353,818	$0	$0	$617,901
09/01/2047	08/31/2048	$229,173	$336,523	$0	$0	$565,695
09/01/2048	08/31/2049	$197,226	$318,714	$0	$0	$515,940
09/01/2049	08/31/2050	$168,257	$300,439	$0	$0	$468,695
09/01/2050	08/31/2051	$142,243	$281,811	$0	$0	$424,054

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:	UFCW Union Local 919 & Contributing ERs Non-Food Pension Plan
EIN:	51-6129060
PN:	001
SFA Measurement Date:	03/31/2025

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
03/31/2025	08/31/2025	890	$32,930	$48,482	$81,412
09/01/2025	08/31/2026	865	$33,735	$121,319	$155,054
09/01/2026	08/31/2027	842	$33,680	$183,600	$217,280
09/01/2027	08/31/2028	818	$33,538	$182,900	$216,438
09/01/2028	08/31/2029	793	$33,326	$149,264	$182,590
09/01/2029	08/31/2030	766	$32,996	$152,996	$185,992
09/01/2030	08/31/2031	739	$32,629	$156,820	$189,449
09/01/2031	08/31/2032	712	$37,024	$160,741	$197,765
09/01/2032	08/31/2033	685	$36,511	$164,760	$201,271
09/01/2033	08/31/2034	658	$35,948	$168,879	$204,827
09/01/2034	08/31/2035	631	$35,335	$173,100	$208,435
09/01/2035	08/31/2036	603	$34,611	$177,428	$212,039
09/01/2036	08/31/2037	575	$33,829	$181,864	$215,693
09/01/2037	08/31/2038	548	$33,047	$186,410	$219,457
09/01/2038	08/31/2039	520	$32,142	$191,071	$223,213
09/01/2039	08/31/2040	493	$31,235	$195,847	$227,082
09/01/2040	08/31/2041	466	$30,262	$200,743	$231,005
09/01/2041	08/31/2042	440	$29,288	$205,762	$235,050
09/01/2042	08/31/2043	414	$28,247	$210,906	$239,153
09/01/2043	08/31/2044	388	$27,134	$212,993	$240,127
09/01/2044	08/31/2045	363	$26,021	$196,102	$222,123
09/01/2045	08/31/2046	339	$24,908	$179,854	$204,762
09/01/2046	08/31/2047	315	$23,723	$164,359	$188,082
09/01/2047	08/31/2048	293	$22,618	$149,500	$172,118
09/01/2048	08/31/2049	271	$21,443	$135,467	$156,910
09/01/2049	08/31/2050	250	$20,276	$122,202	$142,478
09/01/2050	08/31/2051	230	$19,120	$109,731	$128,851

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:	UFCW Union Local 919 & Contributing ERs Non-Food Pension Plan
EIN:	51-6129060
PN:	001
MPRA Plan?	No
If a MPRA Plan, which method yields the greatest amount of SFA?	N/A
SFA Measurement Date:	03/31/2025
Fair Market Value of Assets as of the SFA Measurement Date:	$411,608
SFA Amount as of the SFA Measurement Date under the method calculated in this Sheet:	$21,543,285
Non-SFA Interest Rate:	7.48%
SFA Interest Rate:	5.93%

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))
03/31/2025	08/31/2025	$0	$0	$0	-$1,119,809	$0	-$81,412	-$1,201,221	$507,871	$20,849,935	$0	$12,559	$424,167
09/01/2025	08/31/2026	$0	$0	$0	-$2,010,533	$0	-$155,054	-$2,165,587	$1,168,453	$19,852,801	$0	$31,728	$455,895
09/01/2026	08/31/2027	$0	$0	$0	-$1,961,122	$0	-$217,280	-$2,178,402	$1,107,076	$18,781,475	$0	$34,101	$489,996
09/01/2027	08/31/2028	$0	$0	$0	-$1,896,419	$0	-$216,438	-$2,112,857	$1,045,488	$17,714,105	$0	$36,652	$526,648
09/01/2028	08/31/2029	$0	$0	$0	-$1,830,947	$0	-$182,590	-$2,013,537	$986,113	$16,686,681	$0	$39,393	$566,041
09/01/2029	08/31/2030	$0	$0	$0	-$1,757,025	$0	-$185,992	-$1,943,017	$927,145	$15,670,809	$0	$42,340	$608,381
09/01/2030	08/31/2031	$0	$0	$0	-$1,687,348	$0	-$189,449	-$1,876,797	$868,735	$14,662,747	$0	$45,507	$653,888
09/01/2031	08/31/2032	$0	$0	$0	-$1,615,121	$0	-$197,765	-$1,812,886	$810,575	$13,660,436	$0	$48,911	$702,799
09/01/2032	08/31/2033	$0	$0	$0	-$1,542,557	$0	-$201,271	-$1,743,827	$753,050	$12,669,658	$0	$52,569	$755,368
09/01/2033	08/31/2034	$0	$0	$0	-$1,469,703	$0	-$204,827	-$1,674,529	$696,215	$11,691,344	$0	$56,502	$811,870
09/01/2034	08/31/2035	$0	$0	$0	-$1,395,781	$0	-$208,435	-$1,604,217	$640,148	$10,727,276	$0	$60,728	$872,598
09/01/2035	08/31/2036	$0	$0	$0	-$1,322,110	$0	-$212,039	-$1,534,149	$584,918	$9,778,045	$0	$65,270	$937,868
09/01/2036	08/31/2037	$0	$0	$0	-$1,249,612	$0	-$215,693	-$1,465,304	$530,530	$8,843,270	$0	$70,153	$1,008,021
09/01/2037	08/31/2038	$0	$0	$0	-$1,179,289	$0	-$219,457	-$1,398,746	$476,930	$7,921,454	$0	$75,400	$1,083,421
09/01/2038	08/31/2039	$0	$0	$0	-$1,111,348	$0	-$223,213	-$1,334,561	$424,029	$7,010,922	$0	$81,040	$1,164,461
09/01/2039	08/31/2040	$0	$0	$0	-$1,043,152	$0	-$227,082	-$1,270,234	$371,798	$6,112,486	$0	$87,102	$1,251,563
09/01/2040	08/31/2041	$0	$0	$0	-$976,659	$0	-$231,005	-$1,207,665	$320,231	$5,225,053	$0	$93,617	$1,345,180
09/01/2041	08/31/2042	$0	$0	$0	-$911,925	$0	-$235,050	-$1,146,975	$269,258	$4,347,336	$0	$100,619	$1,445,799
09/01/2042	08/31/2043	$0	$0	$0	-$849,052	$0	-$239,153	-$1,088,206	$218,803	$3,477,933	$0	$108,146	$1,553,945
09/01/2043	08/31/2044	$0	$0	$0	-$788,123	$0	-$240,127	-$1,028,250	$168,971	$2,618,655	$0	$116,235	$1,670,180
09/01/2044	08/31/2045	$0	$0	$0	-$729,219	$0	-$222,123	-$951,342	$120,804	$1,788,117	$0	$124,929	$1,795,109
09/01/2045	08/31/2046	$0	$0	$0	-$672,442	$0	-$204,762	-$877,204	$74,242	$985,156	$0	$134,274	$1,929,383
09/01/2046	08/31/2047	$0	$0	$0	-$617,901	$0	-$188,082	-$805,982	$29,210	$208,383	$0	$144,318	$2,073,701
09/01/2047	08/31/2048	$0	$0	$0	-$565,695	$0	-$172,118	-$208,383	$0	$0	-$529,430	$129,116	$1,673,387
09/01/2048	08/31/2049	$0	$0	$0	-$515,940	$0	-$156,910	$0	$0	$0	-$672,851	$94,484	$1,095,020
09/01/2049	08/31/2050	$0	$0	$0	-$468,695	$0	-$142,478	$0	$0	$0	-$611,173	$54,037	$537,883
09/01/2050	08/31/2051	$0	$0	$0	-$424,054	$0	-$128,851	$0	$0	$0	-$552,905	$15,022	$1

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 Union Local 919 & Contributing ERs Non-Food Pension Plan
EIN:	51-6129060
PN:	001
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	
				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.
1	Baseline	N/A	$21,543,285	From Template 5A.
2	Reflect PBGC death audit results	($382,256)	$21,161,029	Show details supporting the SFA amount on Sheet 6A-2.
3	Item #2 and payment forms for terminated vested participants	($16,397)	$21,144,632	Show details supporting the SFA amount on Sheet 6A-3.
4	Item #3 and missing terminated vested participants assumption	($20,003)	$21,124,629	Show details supporting the SFA amount on Sheet 6A-4.
5	Item #4 and late retirement increases and RASD LS	$920,171	$22,044,800	Show details supporting the SFA amount on Sheet 6A-5.
6	Item #5 and retroactive lump sums to reinstate suspended benefits	$1,057,101	$23,101,901	Show details supporting the SFA amount on 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):	Reflect PBGC death audit results

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 Union Local 919 & Contributing ERs Non-Food Pension Plan
EIN:	51-6129060
PN:	001
MPRA Plan?	No
If a MPRA Plan, which method yields the greatest amount of SFA?	N/A
SFA Measurement Date:	3/31/2025
Fair Market Value of Assets as of the SFA Measurement Date:	$411,608
SFA Amount as of the SFA Measurement Date under the method calculated in this Sheet:	$21,161,029
Non-SFA Interest Rate:	7.48%
SFA Interest Rate:	5.93%

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))
3/31/2025	8/31/2025	$0	$0	$0	-$1,044,248	$0	-$81,412	-$1,125,660	$499,497	$20,534,866	$0	$12,559	$424,167
9/1/2025	8/31/2026	$0	$0	$0	-$1,980,141	$0	-$155,054	-$2,135,195	$1,150,657	$19,550,328	$0	$31,728	$455,895
9/1/2026	8/31/2027	$0	$0	$0	-$1,930,442	$0	-$217,280	-$2,147,722	$1,090,036	$18,492,643	$0	$34,101	$489,996
9/1/2027	8/31/2028	$0	$0	$0	-$1,866,032	$0	-$216,438	-$2,082,470	$1,029,248	$17,439,421	$0	$36,652	$526,648
9/1/2028	8/31/2029	$0	$0	$0	-$1,799,401	$0	-$182,590	-$1,981,991	$970,746	$16,428,176	$0	$39,393	$566,041
9/1/2029	8/31/2030	$0	$0	$0	-$1,726,603	$0	-$185,992	-$1,912,594	$912,705	$15,428,287	$0	$42,340	$608,381
9/1/2030	8/31/2031	$0	$0	$0	-$1,658,342	$0	-$189,449	-$1,847,792	$855,201	$14,435,696	$0	$45,507	$653,888
9/1/2031	8/31/2032	$0	$0	$0	-$1,588,088	$0	-$197,765	-$1,785,853	$797,901	$13,447,745	$0	$48,911	$702,799
9/1/2032	8/31/2033	$0	$0	$0	-$1,516,650	$0	-$201,271	-$1,717,920	$741,195	$12,471,020	$0	$52,569	$755,368
9/1/2033	8/31/2034	$0	$0	$0	-$1,444,910	$0	-$204,827	-$1,649,737	$685,161	$11,506,444	$0	$56,502	$811,870
9/1/2034	8/31/2035	$0	$0	$0	-$1,372,088	$0	-$208,435	-$1,580,524	$629,875	$10,555,795	$0	$60,728	$872,598
9/1/2035	8/31/2036	$0	$0	$0	-$1,299,495	$0	-$212,039	-$1,511,534	$575,410	$9,619,671	$0	$65,270	$937,868
9/1/2036	8/31/2037	$0	$0	$0	-$1,228,055	$0	-$215,693	-$1,443,747	$521,768	$8,697,692	$0	$70,153	$1,008,021
9/1/2037	8/31/2038	$0	$0	$0	-$1,158,767	$0	-$219,457	-$1,378,225	$468,897	$7,788,364	$0	$75,400	$1,083,421
9/1/2038	8/31/2039	$0	$0	$0	-$1,091,826	$0	-$223,213	-$1,315,038	$416,707	$6,890,033	$0	$81,040	$1,164,461
9/1/2039	8/31/2040	$0	$0	$0	-$1,024,628	$0	-$227,082	-$1,251,710	$365,170	$6,003,493	$0	$87,102	$1,251,563
9/1/2040	8/31/2041	$0	$0	$0	-$959,120	$0	-$231,005	-$1,190,126	$314,280	$5,127,647	$0	$93,617	$1,345,180
9/1/2041	8/31/2042	$0	$0	$0	-$895,361	$0	-$235,050	-$1,130,411	$263,966	$4,261,202	$0	$100,619	$1,445,799
9/1/2042	8/31/2043	$0	$0	$0	-$833,455	$0	-$239,153	-$1,072,608	$214,151	$3,402,745	$0	$108,146	$1,553,945
9/1/2043	8/31/2044	$0	$0	$0	-$773,484	$0	-$240,127	-$1,013,611	$164,940	$2,554,074	$0	$116,235	$1,670,180
9/1/2044	8/31/2045	$0	$0	$0	-$715,532	$0	-$222,123	-$937,655	$117,375	$1,733,795	$0	$124,929	$1,795,109
9/1/2045	8/31/2046	$0	$0	$0	-$659,697	$0	-$204,762	-$864,458	$71,393	$940,729	$0	$134,274	$1,929,383
9/1/2046	8/31/2047	$0	$0	$0	-$606,083	$0	-$188,082	-$794,164	$26,920	$173,485	$0	$144,318	$2,073,701
9/1/2047	8/31/2048	$0	$0	$0	-$554,786	$0	-$172,118	-$173,485	$0	$0	-$553,419	$128,235	$1,648,517
9/1/2048	8/31/2049	$0	$0	$0	-$505,916	$0	-$156,910	$0	$0	$0	-$662,826	$92,992	$1,078,682
9/1/2049	8/31/2050	$0	$0	$0	-$459,526	$0	-$142,478	$0	$0	$0	-$602,004	$53,152	$529,830
9/1/2050	8/31/2051	$0	$0	$0	-$415,705	$0	-$128,851	$0	$0	$0	-$544,556	$14,726	$0

TEMPLATE 6A - Sheet 6A-3

Item Description (from 6A-1):	Item #2 and payment forms for terminated vested participants

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 Union Local 919 & Contributing ERs Non-Food Pension Plan
EIN:	51-6129060
PN:	001
MPRA Plan?	No
If a MPRA Plan, which method yields the greatest amount of SFA?	N/A
SFA Measurement Date:	3/31/2025
Fair Market Value of Assets as of the SFA Measurement Date:	$411,608
SFA Amount as of the SFA Measurement Date under the method calculated in this Sheet:	$21,144,632
Non-SFA Interest Rate:	7.48%
SFA Interest Rate:	5.93%

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))
3/31/2025	8/31/2025	$0	$0	$0	-$1,041,339	$0	-$81,412	-$1,122,751	$499,134	$20,521,015	$0	$12,559	$424,167
9/1/2025	8/31/2026	$0	$0	$0	-$1,973,534	$0	-$155,054	-$2,128,588	$1,150,029	$19,542,456	$0	$31,728	$455,895
9/1/2026	8/31/2027	$0	$0	$0	-$1,924,378	$0	-$217,280	-$2,141,658	$1,089,747	$18,490,545	$0	$34,101	$489,996
9/1/2027	8/31/2028	$0	$0	$0	-$1,860,581	$0	-$216,438	-$2,077,019	$1,029,283	$17,442,808	$0	$36,652	$526,648
9/1/2028	8/31/2029	$0	$0	$0	-$1,794,629	$0	-$182,590	-$1,977,219	$971,086	$16,436,675	$0	$39,393	$566,041
9/1/2029	8/31/2030	$0	$0	$0	-$1,722,493	$0	-$185,992	-$1,908,485	$913,329	$15,441,519	$0	$42,340	$608,381
9/1/2030	8/31/2031	$0	$0	$0	-$1,654,741	$0	-$189,449	-$1,844,190	$856,091	$14,453,420	$0	$45,507	$653,888
9/1/2031	8/31/2032	$0	$0	$0	-$1,585,113	$0	-$197,765	-$1,782,878	$799,039	$13,469,581	$0	$48,911	$702,799
9/1/2032	8/31/2033	$0	$0	$0	-$1,514,328	$0	-$201,271	-$1,715,599	$742,558	$12,496,540	$0	$52,569	$755,368
9/1/2033	8/31/2034	$0	$0	$0	-$1,443,249	$0	-$204,827	-$1,648,076	$686,723	$11,535,187	$0	$56,502	$811,870
9/1/2034	8/31/2035	$0	$0	$0	-$1,371,113	$0	-$208,435	-$1,579,548	$631,608	$10,587,247	$0	$60,728	$872,598
9/1/2035	8/31/2036	$0	$0	$0	-$1,299,191	$0	-$212,039	-$1,511,230	$577,284	$9,653,301	$0	$65,270	$937,868
9/1/2036	8/31/2037	$0	$0	$0	-$1,228,405	$0	-$215,693	-$1,444,098	$523,752	$8,732,955	$0	$70,153	$1,008,021
9/1/2037	8/31/2038	$0	$0	$0	-$1,159,751	$0	-$219,457	-$1,379,208	$470,959	$7,824,706	$0	$75,400	$1,083,421
9/1/2038	8/31/2039	$0	$0	$0	-$1,093,418	$0	-$223,213	-$1,316,631	$418,816	$6,926,891	$0	$81,040	$1,164,461
9/1/2039	8/31/2040	$0	$0	$0	-$1,026,805	$0	-$227,082	-$1,253,887	$367,292	$6,040,296	$0	$87,102	$1,251,563
9/1/2040	8/31/2041	$0	$0	$0	-$961,854	$0	-$231,005	-$1,192,859	$316,383	$5,163,820	$0	$93,617	$1,345,180
9/1/2041	8/31/2042	$0	$0	$0	-$898,617	$0	-$235,050	-$1,133,667	$266,016	$4,296,168	$0	$100,619	$1,445,799
9/1/2042	8/31/2043	$0	$0	$0	-$837,199	$0	-$239,153	-$1,076,352	$216,116	$3,435,932	$0	$108,146	$1,553,945
9/1/2043	8/31/2044	$0	$0	$0	-$777,677	$0	-$240,127	-$1,017,804	$166,785	$2,584,913	$0	$116,235	$1,670,180
9/1/2044	8/31/2045	$0	$0	$0	-$720,129	$0	-$222,123	-$942,252	$119,069	$1,761,730	$0	$124,929	$1,795,109
9/1/2045	8/31/2046	$0	$0	$0	-$664,651	$0	-$204,762	-$869,412	$72,905	$965,222	$0	$134,274	$1,929,383
9/1/2046	8/31/2047	$0	$0	$0	-$611,340	$0	-$188,082	-$799,422	$28,219	$194,020	$0	$144,318	$2,073,701
9/1/2047	8/31/2048	$0	$0	$0	-$560,288	$0	-$172,118	-$194,020	$0	$0	-$538,387	$128,787	$1,664,101
9/1/2048	8/31/2049	$0	$0	$0	-$511,601	$0	-$156,910	$0	$0	$0	-$668,511	$93,949	$1,089,538
9/1/2049	8/31/2050	$0	$0	$0	-$465,329	$0	-$142,478	$0	$0	$0	-$607,807	$53,751	$535,482
9/1/2050	8/31/2051	$0	$0	$0	-$421,557	$0	-$128,851	$0	$0	$0	-$550,408	$14,934	$8

TEMPLATE 6A - Sheet 6A-4

Item Description (from 6A-1):	Item #3 and missing terminated vested participants assumption

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 Union Local 919 & Contributing ERs Non-Food Pension Plan
EIN:	51-6129060
PN:	001
MPRA Plan?	No
If a MPRA Plan, which method yields the greatest amount of SFA?	N/A
SFA Measurement Date:	3/31/2025
Fair Market Value of Assets as of the SFA Measurement Date:	$411,608
SFA Amount as of the SFA Measurement Date under the method calculated in this Sheet:	$21,124,629
Non-SFA Interest Rate:	7.48%
SFA Interest Rate:	5.93%

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))
3/31/2025	8/31/2025	$0	$0	$0	-$1,030,338	$0	-$81,412	-$1,111,750	$498,781	$20,511,660	$0	$12,559	$424,167
9/1/2025	8/31/2026	$0	$0	$0	-$1,971,578	$0	-$155,054	-$2,126,632	$1,149,531	$19,534,559	$0	$31,728	$455,895
9/1/2026	8/31/2027	$0	$0	$0	-$1,922,646	$0	-$217,280	-$2,139,926	$1,089,329	$18,483,961	$0	$34,101	$489,996
9/1/2027	8/31/2028	$0	$0	$0	-$1,859,070	$0	-$216,438	-$2,075,508	$1,028,937	$17,437,390	$0	$36,652	$526,648
9/1/2028	8/31/2029	$0	$0	$0	-$1,793,329	$0	-$182,590	-$1,975,919	$970,803	$16,432,275	$0	$39,393	$566,041
9/1/2029	8/31/2030	$0	$0	$0	-$1,721,390	$0	-$185,992	-$1,907,381	$913,100	$15,437,993	$0	$42,340	$608,381
9/1/2030	8/31/2031	$0	$0	$0	-$1,653,819	$0	-$189,449	-$1,843,268	$855,909	$14,450,634	$0	$45,507	$653,888
9/1/2031	8/31/2032	$0	$0	$0	-$1,584,354	$0	-$197,765	-$1,782,119	$798,896	$13,467,411	$0	$48,911	$702,799
9/1/2032	8/31/2033	$0	$0	$0	-$1,513,713	$0	-$201,271	-$1,714,983	$742,447	$12,494,875	$0	$52,569	$755,368
9/1/2033	8/31/2034	$0	$0	$0	-$1,442,757	$0	-$204,827	-$1,647,584	$686,638	$11,533,929	$0	$56,502	$811,870
9/1/2034	8/31/2035	$0	$0	$0	-$1,370,726	$0	-$208,435	-$1,579,161	$631,545	$10,586,313	$0	$60,728	$872,598
9/1/2035	8/31/2036	$0	$0	$0	-$1,298,892	$0	-$212,039	-$1,510,931	$577,237	$9,652,618	$0	$65,270	$937,868
9/1/2036	8/31/2037	$0	$0	$0	-$1,228,178	$0	-$215,693	-$1,443,871	$523,719	$8,732,467	$0	$70,153	$1,008,021
9/1/2037	8/31/2038	$0	$0	$0	-$1,159,581	$0	-$219,457	-$1,379,038	$470,935	$7,824,363	$0	$75,400	$1,083,421
9/1/2038	8/31/2039	$0	$0	$0	-$1,093,295	$0	-$223,213	-$1,316,507	$418,799	$6,926,655	$0	$81,040	$1,164,461
9/1/2039	8/31/2040	$0	$0	$0	-$1,026,717	$0	-$227,082	-$1,253,799	$367,281	$6,040,137	$0	$87,102	$1,251,563
9/1/2040	8/31/2041	$0	$0	$0	-$961,792	$0	-$231,005	-$1,192,797	$316,375	$5,163,715	$0	$93,617	$1,345,180
9/1/2041	8/31/2042	$0	$0	$0	-$898,575	$0	-$235,050	-$1,133,625	$266,011	$4,296,100	$0	$100,619	$1,445,799
9/1/2042	8/31/2043	$0	$0	$0	-$837,171	$0	-$239,153	-$1,076,325	$216,112	$3,435,888	$0	$108,146	$1,553,945
9/1/2043	8/31/2044	$0	$0	$0	-$777,659	$0	-$240,127	-$1,017,786	$166,783	$2,584,885	$0	$116,235	$1,670,180
9/1/2044	8/31/2045	$0	$0	$0	-$720,118	$0	-$222,123	-$942,241	$119,068	$1,761,712	$0	$124,929	$1,795,109
9/1/2045	8/31/2046	$0	$0	$0	-$664,644	$0	-$204,762	-$869,406	$72,904	$965,210	$0	$134,274	$1,929,383
9/1/2046	8/31/2047	$0	$0	$0	-$611,336	$0	-$188,082	-$799,418	$28,219	$194,012	$0	$144,318	$2,073,701
9/1/2047	8/31/2048	$0	$0	$0	-$560,286	$0	-$172,118	-$194,012	$0	$0	-$538,393	$128,787	$1,664,095
9/1/2048	8/31/2049	$0	$0	$0	-$511,600	$0	-$156,910	$0	$0	$0	-$668,510	$93,949	$1,089,534
9/1/2049	8/31/2050	$0	$0	$0	-$465,328	$0	-$142,478	$0	$0	$0	-$607,806	$53,750	$535,478
9/1/2050	8/31/2051	$0	$0	$0	-$421,557	$0	-$128,851	$0	$0	$0	-$550,408	$14,934	$4

TEMPLATE 6A - Sheet 6A-5

Item Description (from 6A-1):	Item #4 and late retirement increases and RASD LS

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 Union Local 919 & Contributing ERs Non-Food Pension Plan
EIN:	51-6129060
PN:	001
MPRA Plan?	No
If a MPRA Plan, which method yields the greatest amount of SFA?	N/A
SFA Measurement Date:	3/31/2025
Fair Market Value of Assets as of the SFA Measurement Date:	$411,608
SFA Amount as of the SFA Measurement Date under the method calculated in this Sheet:	$22,044,800
Non-SFA Interest Rate:	7.48%
SFA Interest Rate:	5.93%

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))
3/31/2025	8/31/2025	$0	$0	$0	-$923,478	$0	-$81,412	-$1,004,890	$522,425	$21,562,335	$0	$12,559	$424,167
9/1/2025	8/31/2026	$0	$0	$0	-$2,168,150	$0	-$155,054	-$2,323,204	$1,206,092	$20,445,223	$0	$31,728	$455,895
9/1/2026	8/31/2027	$0	$0	$0	-$2,118,181	$0	-$217,280	-$2,335,461	$1,137,617	$19,247,379	$0	$34,101	$489,996
9/1/2027	8/31/2028	$0	$0	$0	-$2,053,482	$0	-$216,438	-$2,269,920	$1,068,526	$18,045,985	$0	$36,652	$526,648
9/1/2028	8/31/2029	$0	$0	$0	-$1,986,527	$0	-$182,590	-$2,169,117	$1,001,247	$16,878,114	$0	$39,393	$566,041
9/1/2029	8/31/2030	$0	$0	$0	-$1,773,291	$0	-$185,992	-$1,959,282	$938,022	$15,856,854	$0	$42,340	$608,381
9/1/2030	8/31/2031	$0	$0	$0	-$1,704,306	$0	-$189,449	-$1,893,756	$879,272	$14,842,370	$0	$45,507	$653,888
9/1/2031	8/31/2032	$0	$0	$0	-$1,633,321	$0	-$197,765	-$1,831,086	$820,695	$13,831,979	$0	$48,911	$702,799
9/1/2032	8/31/2033	$0	$0	$0	-$1,561,047	$0	-$201,271	-$1,762,318	$762,683	$12,832,345	$0	$52,569	$755,368
9/1/2033	8/31/2034	$0	$0	$0	-$1,488,345	$0	-$204,827	-$1,693,172	$705,318	$11,844,491	$0	$56,502	$811,870
9/1/2034	8/31/2035	$0	$0	$0	-$1,414,452	$0	-$208,435	-$1,622,887	$648,684	$10,870,288	$0	$60,728	$872,598
9/1/2035	8/31/2036	$0	$0	$0	-$1,340,641	$0	-$212,039	-$1,552,680	$592,857	$9,910,465	$0	$65,270	$937,868
9/1/2036	8/31/2037	$0	$0	$0	-$1,267,838	$0	-$215,693	-$1,483,531	$537,850	$8,964,784	$0	$70,153	$1,008,021
9/1/2037	8/31/2038	$0	$0	$0	-$1,197,045	$0	-$219,457	-$1,416,502	$483,617	$8,031,898	$0	$75,400	$1,083,421
9/1/2038	8/31/2039	$0	$0	$0	-$1,128,461	$0	-$223,213	-$1,351,673	$430,078	$7,110,303	$0	$81,040	$1,164,461
9/1/2039	8/31/2040	$0	$0	$0	-$1,059,494	$0	-$227,082	-$1,286,577	$377,213	$6,200,940	$0	$87,102	$1,251,563
9/1/2040	8/31/2041	$0	$0	$0	-$992,109	$0	-$231,005	-$1,223,115	$325,025	$5,302,850	$0	$93,617	$1,345,180
9/1/2041	8/31/2042	$0	$0	$0	-$926,384	$0	-$235,050	-$1,161,434	$273,449	$4,414,864	$0	$100,619	$1,445,799
9/1/2042	8/31/2043	$0	$0	$0	-$862,452	$0	-$239,153	-$1,101,605	$222,416	$3,535,675	$0	$108,146	$1,553,945
9/1/2043	8/31/2044	$0	$0	$0	-$800,424	$0	-$240,127	-$1,040,551	$172,035	$2,667,159	$0	$116,235	$1,670,180
9/1/2044	8/31/2045	$0	$0	$0	-$740,410	$0	-$222,123	-$962,533	$123,354	$1,827,980	$0	$124,929	$1,795,109
9/1/2045	8/31/2046	$0	$0	$0	-$682,539	$0	-$204,762	-$887,301	$76,311	$1,016,991	$0	$134,274	$1,929,383
9/1/2046	8/31/2047	$0	$0	$0	-$626,939	$0	-$188,082	-$815,020	$30,833	$232,803	$0	$144,318	$2,073,701
9/1/2047	8/31/2048	$0	$0	$0	-$573,728	$0	-$172,118	-$232,803	$0	$0	-$513,043	$129,718	$1,690,376
9/1/2048	8/31/2049	$0	$0	$0	-$523,034	$0	-$156,910	$0	$0	$0	-$679,945	$95,494	$1,105,925
9/1/2049	8/31/2050	$0	$0	$0	-$474,927	$0	-$142,478	$0	$0	$0	-$617,404	$54,624	$543,144
9/1/2050	8/31/2051	$0	$0	$0	-$429,503	$0	-$128,851	$0	$0	$0	-$558,354	$15,215	$5

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 Union Local 919 & Contributing ERs Non-Food Pension Plan
EIN:	51-6129060
PN:	001
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	
				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.
1	Baseline	N/A	$21,543,285	From Template 5A.
2	Reflect PBGC death audit results	($382,256)	$21,161,029	Show details supporting the SFA amount on Sheet 6A-2.
3	Item #2 and payment forms for terminated vested participants	($16,397)	$21,144,632	Show details supporting the SFA amount on Sheet 6A-3.
4	Item #3 and missing terminated vested participants assumption	($20,003)	$21,124,629	Show details supporting the SFA amount on Sheet 6A-4.
5	Item #4 and late retirement increases and RASD LS	$920,171	$22,044,800	Show details supporting the SFA amount on Sheet 6A-5.
6	Item #5 and retroactive lump sums to reinstate suspended benefits	$1,057,101	$23,101,901	Show details supporting the SFA amount on 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):	Reflect PBGC death audit results

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 Union Local 919 & Contributing ERs Non-Food Pension Plan
EIN:	51-6129060
PN:	001
MPRA Plan?	No
If a MPRA Plan, which method yields the greatest amount of SFA?	N/A
SFA Measurement Date:	03/31/2025
Fair Market Value of Assets as of the SFA Measurement Date:	$411,608
SFA Amount as of the SFA Measurement Date under the method calculated in this Sheet:	$21,161,029
Non-SFA Interest Rate:	7.48%
SFA Interest Rate:	5.93%

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))
03/31/2025	08/31/2025	$0	$0	$0	-$1,044,248	$0	-$81,412	-$1,125,660	$499,497	$20,534,866	$0	$12,559	$424,167
09/01/2025	08/31/2026	$0	$0	$0	-$1,980,141	$0	-$155,054	-$2,135,195	$1,150,657	$19,550,328	$0	$31,728	$455,895
09/01/2026	08/31/2027	$0	$0	$0	-$1,930,442	$0	-$217,280	-$2,147,722	$1,090,036	$18,492,643	$0	$34,101	$489,996
09/01/2027	08/31/2028	$0	$0	$0	-$1,866,032	$0	-$216,438	-$2,082,470	$1,029,248	$17,439,421	$0	$36,652	$526,648
09/01/2028	08/31/2029	$0	$0	$0	-$1,799,401	$0	-$182,590	-$1,981,991	$970,746	$16,428,176	$0	$39,393	$566,041
09/01/2029	08/31/2030	$0	$0	$0	-$1,726,603	$0	-$185,992	-$1,912,594	$912,705	$15,428,287	$0	$42,340	$608,381
09/01/2030	08/31/2031	$0	$0	$0	-$1,658,342	$0	-$189,449	-$1,847,792	$855,201	$14,435,696	$0	$45,507	$653,888
09/01/2031	08/31/2032	$0	$0	$0	-$1,588,088	$0	-$197,765	-$1,785,853	$797,901	$13,447,745	$0	$48,911	$702,799
09/01/2032	08/31/2033	$0	$0	$0	-$1,516,650	$0	-$201,271	-$1,717,920	$741,195	$12,471,020	$0	$52,569	$755,368
09/01/2033	08/31/2034	$0	$0	$0	-$1,444,910	$0	-$204,827	-$1,649,737	$685,161	$11,506,444	$0	$56,502	$811,870
09/01/2034	08/31/2035	$0	$0	$0	-$1,372,088	$0	-$208,435	-$1,580,524	$629,875	$10,555,795	$0	$60,728	$872,598
09/01/2035	08/31/2036	$0	$0	$0	-$1,299,495	$0	-$212,039	-$1,511,534	$575,410	$9,619,671	$0	$65,270	$937,868
09/01/2036	08/31/2037	$0	$0	$0	-$1,228,055	$0	-$215,693	-$1,443,747	$521,768	$8,697,692	$0	$70,153	$1,008,021
09/01/2037	08/31/2038	$0	$0	$0	-$1,158,767	$0	-$219,457	-$1,378,225	$468,897	$7,788,364	$0	$75,400	$1,083,421
09/01/2038	08/31/2039	$0	$0	$0	-$1,091,826	$0	-$223,213	-$1,315,038	$416,707	$6,890,033	$0	$81,040	$1,164,461
09/01/2039	08/31/2040	$0	$0	$0	-$1,024,628	$0	-$227,082	-$1,251,710	$365,170	$6,003,493	$0	$87,102	$1,251,563
09/01/2040	08/31/2041	$0	$0	$0	-$959,120	$0	-$231,005	-$1,190,126	$314,280	$5,127,647	$0	$93,617	$1,345,180
09/01/2041	08/31/2042	$0	$0	$0	-$895,361	$0	-$235,050	-$1,130,411	$263,966	$4,261,202	$0	$100,619	$1,445,799
09/01/2042	08/31/2043	$0	$0	$0	-$833,455	$0	-$239,153	-$1,072,608	$214,151	$3,402,745	$0	$108,146	$1,553,945
09/01/2043	08/31/2044	$0	$0	$0	-$773,484	$0	-$240,127	-$1,013,611	$164,940	$2,554,074	$0	$116,235	$1,670,180
09/01/2044	08/31/2045	$0	$0	$0	-$715,532	$0	-$222,123	-$937,655	$117,375	$1,733,795	$0	$124,929	$1,795,109
09/01/2045	08/31/2046	$0	$0	$0	-$659,697	$0	-$204,762	-$864,458	$71,393	$940,729	$0	$134,274	$1,929,383
09/01/2046	08/31/2047	$0	$0	$0	-$606,083	$0	-$188,082	-$794,164	$26,920	$173,485	$0	$144,318	$2,073,701
09/01/2047	08/31/2048	$0	$0	$0	-$554,786	$0	-$172,118	-$173,485	$0	$0	-$553,419	$128,235	$1,648,517
09/01/2048	08/31/2049	$0	$0	$0	-$505,916	$0	-$156,910	$0	$0	$0	-$662,826	$92,992	$1,078,682
09/01/2049	08/31/2050	$0	$0	$0	-$459,526	$0	-$142,478	$0	$0	$0	-$602,004	$53,152	$529,830
09/01/2050	08/31/2051	$0	$0	$0	-$415,705	$0	-$128,851	$0	$0	$0	-$544,556	$14,726	$0

TEMPLATE 6A - Sheet 6A-3

Item Description (from 6A-1):	Item #2 and payment forms for terminated vested participants

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 Union Local 919 & Contributing ERs Non-Food Pension Plan
EIN:	51-6129060
PN:	001
MPRA Plan?	No
If a MPRA Plan, which method yields the greatest amount of SFA?	N/A
SFA Measurement Date:	03/31/2025
Fair Market Value of Assets as of the SFA Measurement Date:	$411,608
SFA Amount as of the SFA Measurement Date under the method calculated in this Sheet:	$21,144,632
Non-SFA Interest Rate:	7.48%
SFA Interest Rate:	5.93%

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))
03/31/2025	08/31/2025	$0	$0	$0	-$1,041,339	$0	-$81,412	-$1,122,751	$499,134	$20,521,015	$0	$12,559	$424,167
09/01/2025	08/31/2026	$0	$0	$0	-$1,973,534	$0	-$155,054	-$2,128,588	$1,150,029	$19,542,456	$0	$31,728	$455,895
09/01/2026	08/31/2027	$0	$0	$0	-$1,924,378	$0	-$217,280	-$2,141,658	$1,089,747	$18,490,545	$0	$34,101	$489,996
09/01/2027	08/31/2028	$0	$0	$0	-$1,860,581	$0	-$216,438	-$2,077,019	$1,029,283	$17,442,808	$0	$36,652	$526,648
09/01/2028	08/31/2029	$0	$0	$0	-$1,794,629	$0	-$182,590	-$1,977,219	$971,086	$16,436,675	$0	$39,393	$566,041
09/01/2029	08/31/2030	$0	$0	$0	-$1,722,493	$0	-$185,992	-$1,908,485	$913,329	$15,441,519	$0	$42,340	$608,381
09/01/2030	08/31/2031	$0	$0	$0	-$1,654,741	$0	-$189,449	-$1,844,190	$856,091	$14,453,420	$0	$45,507	$653,888
09/01/2031	08/31/2032	$0	$0	$0	-$1,585,113	$0	-$197,765	-$1,782,878	$799,039	$13,469,581	$0	$48,911	$702,799
09/01/2032	08/31/2033	$0	$0	$0	-$1,514,328	$0	-$201,271	-$1,715,599	$742,558	$12,496,540	$0	$52,569	$755,368
09/01/2033	08/31/2034	$0	$0	$0	-$1,443,249	$0	-$204,827	-$1,648,076	$686,723	$11,535,187	$0	$56,502	$811,870
09/01/2034	08/31/2035	$0	$0	$0	-$1,371,113	$0	-$208,435	-$1,579,548	$631,608	$10,587,247	$0	$60,728	$872,598
09/01/2035	08/31/2036	$0	$0	$0	-$1,299,191	$0	-$212,039	-$1,511,230	$577,284	$9,653,301	$0	$65,270	$937,868
09/01/2036	08/31/2037	$0	$0	$0	-$1,228,405	$0	-$215,693	-$1,444,098	$523,752	$8,732,955	$0	$70,153	$1,008,021
09/01/2037	08/31/2038	$0	$0	$0	-$1,159,751	$0	-$219,457	-$1,379,208	$470,959	$7,824,706	$0	$75,400	$1,083,421
09/01/2038	08/31/2039	$0	$0	$0	-$1,093,418	$0	-$223,213	-$1,316,631	$418,816	$6,926,891	$0	$81,040	$1,164,461
09/01/2039	08/31/2040	$0	$0	$0	-$1,026,805	$0	-$227,082	-$1,253,887	$367,292	$6,040,296	$0	$87,102	$1,251,563
09/01/2040	08/31/2041	$0	$0	$0	-$961,854	$0	-$231,005	-$1,192,859	$316,383	$5,163,820	$0	$93,617	$1,345,180
09/01/2041	08/31/2042	$0	$0	$0	-$898,617	$0	-$235,050	-$1,133,667	$266,016	$4,296,168	$0	$100,619	$1,445,799
09/01/2042	08/31/2043	$0	$0	$0	-$837,199	$0	-$239,153	-$1,076,352	$216,116	$3,435,932	$0	$108,146	$1,553,945
09/01/2043	08/31/2044	$0	$0	$0	-$777,677	$0	-$240,127	-$1,017,804	$166,785	$2,584,913	$0	$116,235	$1,670,180
09/01/2044	08/31/2045	$0	$0	$0	-$720,129	$0	-$222,123	-$942,252	$119,069	$1,761,730	$0	$124,929	$1,795,109
09/01/2045	08/31/2046	$0	$0	$0	-$664,651	$0	-$204,762	-$869,412	$72,905	$965,222	$0	$134,274	$1,929,383
09/01/2046	08/31/2047	$0	$0	$0	-$611,340	$0	-$188,082	-$799,422	$28,219	$194,020	$0	$144,318	$2,073,701
09/01/2047	08/31/2048	$0	$0	$0	-$560,288	$0	-$172,118	-$194,020	$0	$0	-$538,387	$128,787	$1,664,101
09/01/2048	08/31/2049	$0	$0	$0	-$511,601	$0	-$156,910	$0	$0	$0	-$668,511	$93,949	$1,089,538
09/01/2049	08/31/2050	$0	$0	$0	-$465,329	$0	-$142,478	$0	$0	$0	-$607,807	$53,751	$535,482
09/01/2050	08/31/2051	$0	$0	$0	-$421,557	$0	-$128,851	$0	$0	$0	-$550,408	$14,934	$8

TEMPLATE 6A - Sheet 6A-4

Item Description (from 6A-1):	Item #3 and missing terminated vested participants assumption

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 Union Local 919 & Contributing ERs Non-Food Pension Plan
EIN:	51-6129060
PN:	001
MPRA Plan?	No
If a MPRA Plan, which method yields the greatest amount of SFA?	N/A
SFA Measurement Date:	03/31/2025
Fair Market Value of Assets as of the SFA Measurement Date:	$411,608
SFA Amount as of the SFA Measurement Date under the method calculated in this Sheet:	$21,124,629
Non-SFA Interest Rate:	7.48%
SFA Interest Rate:	5.93%

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))
03/31/2025	08/31/2025	$0	$0	$0	-$1,030,338	$0	-$81,412	-$1,111,750	$498,781	$20,511,660	$0	$12,559	$424,167
09/01/2025	08/31/2026	$0	$0	$0	-$1,971,578	$0	-$155,054	-$2,126,632	$1,149,531	$19,534,559	$0	$31,728	$455,895
09/01/2026	08/31/2027	$0	$0	$0	-$1,922,646	$0	-$217,280	-$2,139,926	$1,089,329	$18,483,961	$0	$34,101	$489,996
09/01/2027	08/31/2028	$0	$0	$0	-$1,859,070	$0	-$216,438	-$2,075,508	$1,028,937	$17,437,390	$0	$36,652	$526,648
09/01/2028	08/31/2029	$0	$0	$0	-$1,793,329	$0	-$182,590	-$1,975,919	$970,803	$16,432,275	$0	$39,393	$566,041
09/01/2029	08/31/2030	$0	$0	$0	-$1,721,390	$0	-$185,992	-$1,907,381	$913,100	$15,437,993	$0	$42,340	$608,381
09/01/2030	08/31/2031	$0	$0	$0	-$1,653,819	$0	-$189,449	-$1,843,268	$855,909	$14,450,634	$0	$45,507	$653,888
09/01/2031	08/31/2032	$0	$0	$0	-$1,584,354	$0	-$197,765	-$1,782,119	$798,896	$13,467,411	$0	$48,911	$702,799
09/01/2032	08/31/2033	$0	$0	$0	-$1,513,713	$0	-$201,271	-$1,714,983	$742,447	$12,494,875	$0	$52,569	$755,368
09/01/2033	08/31/2034	$0	$0	$0	-$1,442,757	$0	-$204,827	-$1,647,584	$686,638	$11,533,929	$0	$56,502	$811,870
09/01/2034	08/31/2035	$0	$0	$0	-$1,370,726	$0	-$208,435	-$1,579,161	$631,545	$10,586,313	$0	$60,728	$872,598
09/01/2035	08/31/2036	$0	$0	$0	-$1,298,892	$0	-$212,039	-$1,510,931	$577,237	$9,652,618	$0	$65,270	$937,868
09/01/2036	08/31/2037	$0	$0	$0	-$1,228,178	$0	-$215,693	-$1,443,871	$523,719	$8,732,467	$0	$70,153	$1,008,021
09/01/2037	08/31/2038	$0	$0	$0	-$1,159,581	$0	-$219,457	-$1,379,038	$470,935	$7,824,363	$0	$75,400	$1,083,421
09/01/2038	08/31/2039	$0	$0	$0	-$1,093,295	$0	-$223,213	-$1,316,507	$418,799	$6,926,655	$0	$81,040	$1,164,461
09/01/2039	08/31/2040	$0	$0	$0	-$1,026,717	$0	-$227,082	-$1,253,799	$367,281	$6,040,137	$0	$87,102	$1,251,563
09/01/2040	08/31/2041	$0	$0	$0	-$961,792	$0	-$231,005	-$1,192,797	$316,375	$5,163,715	$0	$93,617	$1,345,180
09/01/2041	08/31/2042	$0	$0	$0	-$898,575	$0	-$235,050	-$1,133,625	$266,011	$4,296,100	$0	$100,619	$1,445,799
09/01/2042	08/31/2043	$0	$0	$0	-$837,171	$0	-$239,153	-$1,076,325	$216,112	$3,435,888	$0	$108,146	$1,553,945
09/01/2043	08/31/2044	$0	$0	$0	-$777,659	$0	-$240,127	-$1,017,786	$166,783	$2,584,885	$0	$116,235	$1,670,180
09/01/2044	08/31/2045	$0	$0	$0	-$720,118	$0	-$222,123	-$942,241	$119,068	$1,761,712	$0	$124,929	$1,795,109
09/01/2045	08/31/2046	$0	$0	$0	-$664,644	$0	-$204,762	-$869,406	$72,904	$965,210	$0	$134,274	$1,929,383
09/01/2046	08/31/2047	$0	$0	$0	-$611,336	$0	-$188,082	-$799,418	$28,219	$194,012	$0	$144,318	$2,073,701
09/01/2047	08/31/2048	$0	$0	$0	-$560,286	$0	-$172,118	-$194,012	$0	$0	-$538,393	$128,787	$1,664,095
09/01/2048	08/31/2049	$0	$0	$0	-$511,600	$0	-$156,910	$0	$0	$0	-$668,510	$93,949	$1,089,534
09/01/2049	08/31/2050	$0	$0	$0	-$465,328	$0	-$142,478	$0	$0	$0	-$607,806	$53,750	$535,478
09/01/2050	08/31/2051	$0	$0	$0	-$421,557	$0	-$128,851	$0	$0	$0	-$550,408	$14,934	$4

TEMPLATE 6A - Sheet 6A-5

Item Description (from 6A-1):	Item #4 and late retirement increases and RASD LS

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 Union Local 919 & Contributing ERs Non-Food Pension Plan
EIN:	51-6129060
PN:	001
MPRA Plan?	No
If a MPRA Plan, which method yields the greatest amount of SFA?	N/A
SFA Measurement Date:	03/31/2025
Fair Market Value of Assets as of the SFA Measurement Date:	$411,608
SFA Amount as of the SFA Measurement Date under the method calculated in this Sheet:	$22,044,800
Non-SFA Interest Rate:	7.48%
SFA Interest Rate:	5.93%

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))
03/31/2025	08/31/2025	$0	$0	$0	-$923,478	$0	-$81,412	-$1,004,890	$522,425	$21,562,335	$0	$12,559	$424,167
09/01/2025	08/31/2026	$0	$0	$0	-$2,168,150	$0	-$155,054	-$2,323,204	$1,206,092	$20,445,223	$0	$31,728	$455,895
09/01/2026	08/31/2027	$0	$0	$0	-$2,118,181	$0	-$217,280	-$2,335,461	$1,137,617	$19,247,379	$0	$34,101	$489,996
09/01/2027	08/31/2028	$0	$0	$0	-$2,053,482	$0	-$216,438	-$2,269,920	$1,068,526	$18,045,985	$0	$36,652	$526,648
09/01/2028	08/31/2029	$0	$0	$0	-$1,986,527	$0	-$182,590	-$2,169,117	$1,001,247	$16,878,114	$0	$39,393	$566,041
09/01/2029	08/31/2030	$0	$0	$0	-$1,773,291	$0	-$185,992	-$1,959,282	$938,022	$15,856,854	$0	$42,340	$608,381
09/01/2030	08/31/2031	$0	$0	$0	-$1,704,306	$0	-$189,449	-$1,893,756	$879,272	$14,842,370	$0	$45,507	$653,888
09/01/2031	08/31/2032	$0	$0	$0	-$1,633,321	$0	-$197,765	-$1,831,086	$820,695	$13,831,979	$0	$48,911	$702,799
09/01/2032	08/31/2033	$0	$0	$0	-$1,561,047	$0	-$201,271	-$1,762,318	$762,683	$12,832,345	$0	$52,569	$755,368
09/01/2033	08/31/2034	$0	$0	$0	-$1,488,345	$0	-$204,827	-$1,693,172	$705,318	$11,844,491	$0	$56,502	$811,870
09/01/2034	08/31/2035	$0	$0	$0	-$1,414,452	$0	-$208,435	-$1,622,887	$648,684	$10,870,288	$0	$60,728	$872,598
09/01/2035	08/31/2036	$0	$0	$0	-$1,340,641	$0	-$212,039	-$1,552,680	$592,857	$9,910,465	$0	$65,270	$937,868
09/01/2036	08/31/2037	$0	$0	$0	-$1,267,838	$0	-$215,693	-$1,483,531	$537,850	$8,964,784	$0	$70,153	$1,008,021
09/01/2037	08/31/2038	$0	$0	$0	-$1,197,045	$0	-$219,457	-$1,416,502	$483,617	$8,031,898	$0	$75,400	$1,083,421
09/01/2038	08/31/2039	$0	$0	$0	-$1,128,461	$0	-$223,213	-$1,351,673	$430,078	$7,110,303	$0	$81,040	$1,164,461
09/01/2039	08/31/2040	$0	$0	$0	-$1,059,494	$0	-$227,082	-$1,286,577	$377,213	$6,200,940	$0	$87,102	$1,251,563
09/01/2040	08/31/2041	$0	$0	$0	-$992,109	$0	-$231,005	-$1,223,115	$325,025	$5,302,850	$0	$93,617	$1,345,180
09/01/2041	08/31/2042	$0	$0	$0	-$926,384	$0	-$235,050	-$1,161,434	$273,449	$4,414,864	$0	$100,619	$1,445,799
09/01/2042	08/31/2043	$0	$0	$0	-$862,452	$0	-$239,153	-$1,101,605	$222,416	$3,535,675	$0	$108,146	$1,553,945
09/01/2043	08/31/2044	$0	$0	$0	-$800,424	$0	-$240,127	-$1,040,551	$172,035	$2,667,159	$0	$116,235	$1,670,180
09/01/2044	08/31/2045	$0	$0	$0	-$740,410	$0	-$222,123	-$962,533	$123,354	$1,827,980	$0	$124,929	$1,795,109
09/01/2045	08/31/2046	$0	$0	$0	-$682,539	$0	-$204,762	-$887,301	$76,311	$1,016,991	$0	$134,274	$1,929,383
09/01/2046	08/31/2047	$0	$0	$0	-$626,939	$0	-$188,082	-$815,020	$30,833	$232,803	$0	$144,318	$2,073,701
09/01/2047	08/31/2048	$0	$0	$0	-$573,728	$0	-$172,118	-$232,803	$0	$0	-$513,043	$129,718	$1,690,376
09/01/2048	08/31/2049	$0	$0	$0	-$523,034	$0	-$156,910	$0	$0	$0	-$679,945	$95,494	$1,105,925
09/01/2049	08/31/2050	$0	$0	$0	-$474,927	$0	-$142,478	$0	$0	$0	-$617,404	$54,624	$543,144
09/01/2050	08/31/2051	$0	$0	$0	-$429,503	$0	-$128,851	$0	$0	$0	-$558,354	$15,215	$5

Template 7 - Sheet 7b

v20220701p

Assumption/Method Changes - SFA Amount

PLAN INFORMATION

Abbreviated Plan Name:	UFCW Union Local 919 & Contributing ERs Non-Food Pension Plan
EIN:	51-6129060
PN:	001

	(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
Mortality	ERISA 4044 (UP-94 Healthy Mortality Table)	Pri-2012 amount-weighted Blue Collar table for employees, survivors, and non-disabled retirees. Pri-2012 amount-weighted Disabled Annuitants Mortality for participants who retired under the plan's Disability Retirement Benefit.	Mortality updated to most recent industry standard mortality tables. Plan is not large enough to have credible mortality experience.
Future Mortality Improvement	Projected improvements to 2027 with scale AA	MP-2021 Generational	Mortality improvement updated to a more recent mortality improvement scale, with generational projections.
Administrative Expenses	None	Sum of (i) PBGC premiums based on projected counts & future rate increases of 2.5% per year, other than known PBGC rate increases, plus (ii) other expenses increased by 2.5% per year, plus (iii) SFA-related expenses increased by 2.5% per year, with total expenses limited to 30% of expected benefit payments.	Most recent valuation prior to 1/1/2021 did not require an administrative expense assumption. An administration expense assumption is reasonable to include for SFA calculation purposes.
Late Ret Actuarial Increases for TVs over NRD	None	For TVs, late retirement actuarial increases from NRD to earlier of assumed retirement date and RBD	Once SFA money is received, Plan will be required to provide late retirement increases.
RASD for TVs over RBD	None	For TVs, LS for retroactive payments from RBD to assumed retirement date	Final assumption reasonable as it aligns with plan operations once SFA money is received.
Form of Payment - Terminated Vested Ppts	Single Life Annuity	70% SLA, 30% 50JS; based on actual experience during five years preceding SFA Measurement Date.	Final assumption is reasonable as it aligns with recent plan experience.
Missing Terminated Vested Participants	None	Terminated vested participants older than age 85 are excluded	It is reasonable to exclude the oldest terminated vested participants who are highly unlikely to ever claim benefits, making the census data more representative of expected future plan liabilities.
PBGC Independent Death Audit	Not reflected	Deaths occuring prior to SFA measurement date were reflected in accordance with PBGC procedures	SFA instructions require that census data be adjusted for PBGC independent death audit results.

Version Updates

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:	UFCW Union Local 919 & Contributing ERs Non-Food Pension Plan
EIN:	51-6129060
PN:	001

Brief description of basis for qualifying for SFA (e.g., critical and declining status in 2020, insolvent plan, critical status and meet other criteria)	Insolvent Plan met criteria for critical and declining status in 2020

	(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
Interest Rate	2.39% for first 20 years and 2.60% thereafter, for 1/1/2018 measurement	2.53% (ERISA 4044 first segment rate as of 12/31/2019)	Interest rate updated for a later measurement date.
Benefit Payments 2020-2024	Based on actuarial expected decrements	Actual benefit payments were reflected	Actual values were reflected, since they were known as of the date of the SFA application
Administrative Expenses 2020-2024	N/A	Actual expenses were reflected	Actual values were reflected, since they were known as of the date of the SFA application

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:	UFCW Union Local 919 & Contributing ERs Non-Food Pension Plan
EIN:	51-6129060
PN:	001

	(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
Mortality	ERISA 4044 (UP-94 Healthy Mortality Table)	Pri-2012 amount-weighted Blue Collar table for employees, survivors, and non-disabled retirees. Pri-2012 amount-weighted Disabled Annuitants Mortality for participants who retired under the plan's Disability Retirement Benefit.	Mortality updated to most recent industry standard mortality tables. Plan is not large enough to have credible mortality experience.
Future Mortality Improvement	Projected improvements to 2027 with scale AA	MP-2021 Generational	Mortality improvement updated to a more recent mortality improvement scale, with generational projections.
Administrative Expenses	None	Sum of (i) PBGC premiums based on projected counts & future rate increases of 2.5% per year, other than known PBGC rate increases, plus (ii) other expenses increased by 2.5% per year, plus (iii) SFA-related expenses increased by 2.5% per year, with total expenses limited to 30% of expected benefit payments.	Most recent valuation prior to 1/1/2021 did not require an administrative expense assumption. An administration expense assumption is reasonable to include for SFA calculation purposes.
Late Ret Actuarial Increases for TVs over NRD	None	For TVs, late retirement actuarial increases from NRD to earlier of assumed retirement date and RBD	Once SFA money is received, Plan will be required to provide late retirement increases.
RASD for TVs over RBD	None	For TVs, LS for retroactive payments from RBD to assumed retirement date	Final assumption reasonable as it aligns with plan operations once SFA money is received.
Form of Payment - Terminated Vested Ppts	Single Life Annuity	70% SLA, 30% 50JS; based on actual experience during five years preceding SFA Measurement Date.	Final assumption is reasonable as it aligns with recent plan experience.
Missing Terminated Vested Participants	None	Terminated vested participants older than age 85 are excluded	It is reasonable to exclude the oldest terminated vested participants who are highly unlikely to ever claim benefits, making the census data more representative of expected future plan liabilities.
PBGC Independent Death Audit	Not reflected	Deaths occuring prior to SFA measurement date were reflected in accordance with PBGC procedures	SFA instructions require that census data be adjusted for PBGC independent death audit results.

Template 10 v20230727

Pre-2021 Zone Certification, Baseline Details, and Final SFA Assumption Summaries

PLAN INFORMATION

Abbreviated Plan Name:	UFCW Local 919 & Contributing ERs Non-Food Pension Plan
EIN:	51-6129060
PN:	001

	(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	Comments
SFA Measurement Date	N/A	N/A	3/31/2025	Same as baseline	N/A	
Census Data as of	*2017 AVR, p1*	9/1/2027	8/31/2024	Same as baseline	N/A	
DEMOGRAPHIC ASSUMPTIONS						
Base Mortality - Healthy	*2017 AVR p6*	ERISA 4044 Mortality - Healthy Participants for 2017 Valuation Dates	Pri-2012 Amt-Wtd BC EE/Retiree/Survivor non-disabled	Same as baseline	Acceptable Change	
Mortality Improvement - Healthy	*2017 AVR p6*	Projected improvements to 2027 with scale AA	MP-2021 Generational	Same as baseline	Acceptable Change	
Base Mortality - Disabled	*2017 AVR p6*	ERISA 4044 Mortality - Disabled Participants not receiving Soc Sec Dis Benefits (2017 Val Dates)	Pri-2012 Amt-Wtd Disabled Annuitants	Same as baseline	Acceptable Change	
Mortality Improvement - Disabled	*2017 AVR p6*	None	MP-2021 Generational	Same as baseline	Acceptable Change	
Retirement - Actives	n/a	n/a	n/a	n/a	No Change	
Retirement - TVs	*2022 AVR p6*	Later of age 55 with 10 yrs vesting service or age 65	Same as Pre-2021 Zone Cert	Same as baseline	No Change	
Turnover	n/a	n/a	n/a	n/a	No Change	
Disability	n/a	n/a	n/a	n/a	No Change	
Optional Form Elections - Actives	n/a	n/a	n/a	n/a	No Change	
Optional Form Elections - TVs	*2017 AVR p6*	Married ptps elect 50% J&S; Non-married ptps elect SLA	Same as Pre-2021 Zone Cert	70% SLA, 30% 50JS, 0% 10 CC	Other Change	
Marital Status	*2017 AVR p6*	80% of ptps are married	Same as Pre-2021 Zone Cert	Same as baseline	No Change	
Spouse Age Difference	*2017 AVR p6*	Females assumed 3 years younger than males	Same as Pre-2021 Zone Cert	Same as baseline	No Change	
Active Participant Count	n/a	n/a	n/a	n/a	No Change	
New Entrant Profile	n/a	n/a	n/a	n/a	No Change	
Missing or Incomplete Data	*n/a*	None	None	None	No Change	
"Missing" Terminated Vested Participant Assumption	*n/a*	None	None	Participants older than age 85 are excluded	Acceptable Change	

Template 10 v20230727

Pre-2021 Zone Certification, Baseline Details, and Final SFA Assumption Summaries

PLAN INFORMATION

Abbreviated Plan Name:	UFCW Local 919 & Contributing ERs Non-Food Pension Plan
EIN:	51-6129060
PN:	001

	(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
Treatment of Participants Working Past Retirement Date	n/a	n/a	n/a	n/a	No Change	
Assumptions Related to Reciprocity	n/a	n/a	n/a	n/a	No Change	
Other Demographic Assumption 1	*2017 AVR p7*	TVs over age 65 receive a retroactive LS for period between later of their NRD and insolvency date to the Val Date	Same as Pre-2021 Zone Cert	Actuarially increased benefit from NRD to RBD or retirement date, if earlier. If retire after RBD, then retroactive lump sum (interest only) of actuarially increased benefit from RBD to retirement date.	Other Change	
Other Demographic Assumption 2	*2017 AVR p7*	20% of deferred beneficiaries assumed deceased	Same as Pre-2021 Zone Cert	None	Other Change	
Other Demographic Assumption 3	*n/a*	None	None	None	No Change	
NON-DEMOGRAPHIC ASSUMPTIONS						
Contribution Base Units	n/a	n/a	n/a	n/a	No Change	
Contribution Rate	n/a	n/a	n/a	n/a	No Change	
Administrative Expenses	*n/a*	n/a	Sum of (i) PBGC premiums based on projected counts & future rate increases of 2.5% per year, other than known PBGC rate increases, plus (ii) other expenses increased by 2.5% per year, plus (iii) SFA-related expenses increased by 2.5% per year, with total expenses limited to 30% of expected benefit payments.	Same as baseline	Other Change	
Assumed Withdrawal Payments - Currently Withdrawn Employers	n/a	n/a	n/a	n/a	No Change	
Assumed Withdrawal Payments -Future Withdrawals	n/a	n/a	n/a	n/a	No Change	
Other Assumption 1	*Plan & PBGC Death Audit (checklist #11a,11c)*	None	None	Deaths occuring prior to August 31, 2024 were reflected in accordance with PBGC procedures	Other Change	Results of Plan death audit and PBGC death audit reflected for deaths occuring prior to August 31, 2024.
Other Assumption 2						
Other Assumption 3						
CASH FLOW TIMING ASSUMPTIONS						
Benefit Payment Timing	*2017 Valuation*	Mid-Year	Same as Pre-2021 Zone Cert	Same as baseline	No Change	assumption not disclosed in 2017 AVR

Template 10

v20230727

Pre-2021 Zone Certification, Baseline Details, and Final SFA Assumption Summaries

PLAN INFORMATION

Abbreviated Plan Name:	UFCW Local 919 & Contributing ERs Non-Food Pension Plan
EIN:	51-6129060
PN:	001

	(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	Comments
Contribution Timing	n/a	n/a	n/a	n/a	No Change	
Withdrawal Payment Timing	n/a	n/a	n/a	n/a	No Change	
Administrative Expense Timing	*n/a*	n/a	n/a	Mid-Year	Other Change	
Other Payment Timing						

Create additional rows as needed.

Per ASOP 4, effective for measurement dates after February 15, 2023, when measuring pension obligations, the combined effect of assumptions is expected to have no significant bias (i.e., it is not significantly optimistic or pessimistic) for non-prescribed assumptions except when provisions for adverse deviation are included. If the SFA measurement date is after February 15, 2023, provide a statement indicating that in the signing Actuary's professional opinion, the combined effect of non-prescribed assumptions used for measuring the pension obligations used to determine SFA does not have significant bias. Please note that this attestation only applies to the final SFA assumptions (see (D) above).	In my, Boris Vaynblat's, professional opinion as the signing actuary, the combined effect of non-prescribed assumptions used for measuring the pension obligations used to determine SFA amount does not have significant bias.

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:	UFCW Local 919 & Contributing ERs Non-Food Pension Plan
EIN:	51-6129060
PN:	001

	(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	Comments
SFA Measurement Date	N/A	N/A	03/31/2025	Same as baseline	N/A	
Census Data as of	*2017 AVR, p1*	09/01/2027	08/31/2024	Same as baseline	N/A	
DEMOGRAPHIC ASSUMPTIONS						
Base Mortality - Healthy	*2017 AVR p6*	ERISA 4044 Mortality - Healthy Participants for 2017 Valuation Dates	Pri-2012 Amt-Wtd BC EE/Retiree/Survivor non-disabled	Same as baseline	Acceptable Change	
Mortality Improvement - Healthy	*2017 AVR p6*	Projected improvements to 2027 with scale AA	MP-2021 Generational	Same as baseline	Acceptable Change	
Base Mortality - Disabled	*2017 AVR p6*	ERISA 4044 Mortality - Disabled Participants not receiving Soc Sec Dis Benefits (2017 Val Dates)	Pri-2012 Amt-Wtd Disabled Annuitants	Same as baseline	Acceptable Change	
Mortality Improvement - Disabled	*2017 AVR p6*	None	MP-2021 Generational	Same as baseline	Acceptable Change	
Retirement - Actives	n/a	n/a	n/a	n/a	No Change	
Retirement - TVs	*2022 AVR p6*	Later of age 55 with 10 yrs vesting service or age 65	Same as Pre-2021 Zone Cert	Same as baseline	No Change	
Turnover	n/a	n/a	n/a	n/a	No Change	
Disability	n/a	n/a	n/a	n/a	No Change	
Optional Form Elections - Actives	n/a	n/a	n/a	n/a	No Change	
Optional Form Elections - TVs	*2017 AVR p6*	Married ptps elect 50% J&S; Non-married ptps elect SLA	Same as Pre-2021 Zone Cert	70% SLA, 30% 50JS, 0% 10 CC	Other Change	
Marital Status	*2017 AVR p6*	80% of ptps are married	Same as Pre-2021 Zone Cert	Same as baseline	No Change	
Spouse Age Difference	*2017 AVR p6*	Females assumed 3 years younger than males	Same as Pre-2021 Zone Cert	Same as baseline	No Change	
Active Participant Count	n/a	n/a	n/a	n/a	No Change	
New Entrant Profile	n/a	n/a	n/a	n/a	No Change	
Missing or Incomplete Data	*n/a*	None	None	None	No Change	
"Missing" Terminated Vested Participant Assumption	*n/a*	None	None	Participants older than age 85 are excluded	Acceptable Change	
Treatment of Participants Working Past Retirement Date	n/a	n/a	n/a	n/a	No Change	

Template 10 v20230727

Pre-2021 Zone Certification, Baseline Details, and Final SFA Assumption Summaries

PLAN INFORMATION

Abbreviated Plan Name:	UFCW Local 919 & Contributing ERs Non-Food Pension Plan
EIN:	51-6129060
PN:	001

	(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
Assumptions Related to Reciprocity	n/a	n/a	n/a	n/a	No Change	
Other Demographic Assumption 1	*2017 AVR p7*	TVs over age 65 receive a retroactive LS for period between later of their NRD and insolvency date to the Val Date	Same as Pre-2021 Zone Cert	Actuarially increased benefit from NRD to RBD or retirement date, if earlier. If retire after RBD, then retroactive lump sum (interest only) of actuarially increased benefit from RBD to retirement date.	Other Change	
Other Demographic Assumption 2	*2017 AVR p7*	20% of deferred beneficiaries assumed deceased	Same as Pre-2021 Zone Cert	None	Other Change	
Other Demographic Assumption 3	*n/a*	None	None	None	No Change	
NON-DEMOGRAPHIC ASSUMPTIONS						
Contribution Base Units	n/a	n/a	n/a	n/a	No Change	
Contribution Rate	n/a	n/a	n/a	n/a	No Change	
Administrative Expenses	*n/a*	n/a	Sum of (i) PBGC premiums based on projected counts & future rate increases of 2.5% per year, other than known PBGC rate increases, plus (ii) other expenses increased by 2.5% per year, plus (iii) SFA-related expenses increased by 2.5% per year, with total expenses limited to 30% of expected benefit payments.	Same as baseline	Other Change	
Assumed Withdrawal Payments - Currently Withdrawn Employers	n/a	n/a	n/a	n/a	No Change	
Assumed Withdrawal Payments -Future Withdrawals	n/a	n/a	n/a	n/a	No Change	
Other Assumption 1	*Plan & PBGC Death Audit (checklist #11a,11c)*	None	None	Deaths occuring prior to August 31, 2024 were reflected in accordance with PBGC procedures	Other Change	Results of Plan death audit and PBGC death audit reflected for deaths occuring prior to August 31, 2024.
Other Assumption 2						
Other Assumption 3						
CASH FLOW TIMING ASSUMPTIONS						
Benefit Payment Timing	*2017 Valuation*	Mid-Year	Same as Pre-2021 Zone Cert	Same as baseline	No Change	assumption not disclosed in 2017 AVR
Contribution Timing	n/a	n/a	n/a	n/a	No Change	

Template 10 v20230727

Pre-2021 Zone Certification, Baseline Details, and Final SFA Assumption Summaries

PLAN INFORMATION

Abbreviated Plan Name:	UFCW Local 919 & Contributing ERs Non-Food Pension Plan
EIN:	51-6129060
PN:	001

	(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	Comments
Withdrawal Payment Timing	n/a	n/a	n/a	n/a	No Change	
Administrative Expense Timing	*n/a*	n/a	n/a	Mid-Year	Other Change	
Other Payment Timing						

Create additional rows as needed.

Per ASOP 4, effective for measurement dates after February 15, 2023, when measuring pension obligations, the combined effect of assumptions is expected to have no significant bias (i.e., it is not significantly optimistic or pessimistic) for non-prescribed assumptions except when provisions for adverse deviation are included. If the SFA measurement date is after February 15, 2023, provide a statement indicating that in the signing Actuary's professional opinion, the combined effect of non-prescribed assumptions used for measuring the pension obligations used to determine SFA does not have significant bias. Please note that this attestation only applies to the final SFA assumptions (see (D) above).	In my, Boris Vaynblat's, professional opinion as the signing actuary, the combined effect of non-prescribed assumptions used for measuring the pension obligations used to determine SFA amount does not have significant bias.

POLICY ON MISSING PARTICIPANTS
for the
United Food and Commercial Workers Union Local 919 and Contributing Employers
Non-Food Pension Fund

Adopted October 4, 2018

The Plan and its Third Party Administrator will use all reasonable means including, where applicable, those methods identified and available under the Department of Labor's Field Assistance Bulletin 2014-01 and the Pension Benefit Guaranty Corporation ("PBGC")'s Regulations and procedures, as well as other pronouncements under law, regulation or government policy, to locate and find missing participants, to the extent there are any under the Plan.

These methods include but are not limited to:

a) Checking all Plan records including beneficiary designations.

b) Contacting former Contributing Employers and Union, if possible, to determine if they have records to locate an individual.

c) Free electronic search tools.

d) Commercial or private location services.

e) Regular, certified or registered mail.

f) Internal Revenue Service or Social Security filings or records, to the extent available.

g) PBGC programs, to the extent available.

h) Requiring participants and beneficiaries to keep the Plan and its Administrator updated as to changes of address.

The Third Party Administrator will report to the Trustee/Independent Fiduciary and seek advice and assistance of Counsel to the Plan, or of the PBGC, to the extent and where necessary.

Larry Magarik

Larry Magarik, Trustee/Independent Fiduciary

Glenn D. Shaffer, President
I.E. Shaffer & Co., Inc.
Third Party Administrator

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

OCT 2 2012

Date: SEP 24 2012

BOT UFCW UNION LOCAL 919 &
CONTRIBUTING EMPLOYERS NON-FOOD
6 HYDE RD SECOND FLR
FARMINGTON, CT 06032

Employer Identification Number:
51-6129060
DLN:
17007357059010
Person to Contact:
BRIAN R FRAZIER, SR ID# [redacted]
Contact Telephone Number:
(513) 263-4693
Plan Name:
UFCW UNION LOCAL 919 & CONTRIBUTING
EMPLOYERS NON-FOOD PENSION
Plan Number: 001

Dear Applicant:

We have made a favorable determination on the plan identified above based on the information you have supplied. Please keep this letter, the application forms submitted to request this letter and all correspondence with the Internal Revenue Service regarding your application for a determination letter in your permanent records. You must retain this information to preserve your reliance on this letter.

Continued qualification of the plan under its present form will depend on its effect in operation. See section 1.401-1(b)(3) of the Income Tax Regulations. We will review the status of the plan in operation periodically.

The enclosed Publication 794 explains the significance and the scope of this favorable determination letter based on the determination requests selected on your application forms. Publication 794 describes the information that must be retained to have reliance on this favorable determination letter. The publication also provides examples of the effect of a plan's operation on its qualified status and discusses the reporting requirements for qualified plans. Please read Publication 794.

This letter relates only to the status of your plan under the Internal Revenue Code. It is not a determination regarding the effect of other federal or local statutes.

This determination letter gives no reliance for any qualification change that becomes effective, any guidance published, or any statutes enacted, after the issuance of the Cumulative List (unless the item has been identified in the Cumulative List) for the cycle under which this application was submitted.

This letter may not be relied on after the end of the plan's first five-year remedial amendment cycle that ends more than 12 months after the application was received. This letter expires on January 31, 2015. This letter considered the 2008 Cumulative List of Changes in Plan Qualification Requirements.

This determination letter is applicable for the amendment(s) executed

BOT UFCW UNION LOCAL 919 &

on 12/17/10 & 8/8/10.

This determination letter is also applicable for the amendment(s) dated on 6/24/09 & 6/15/05.

This determination letter is also applicable for the amendment(s) dated on 10/22/04.

We have sent a copy of this letter to your representative as indicated in the Form 2848 Power of Attorney or appointee as indicated by the Form 8821 Tax Information Authorization.

If you have questions concerning this matter, please contact the person whose name and telephone number are shown above.

Sincerely,

Andrew E. Zuckerman
Director, EP Rulings & Agreements

Enclosures:
Publication 794

BOT UFCW UNION LOCAL 919 &

This determination letter does not provide reliance for any portion(s) of the document that incorporates the terms of an auxiliary agreement (collective bargaining, reciprocity and/or participation agreement), unless the exact language of the section(s) that is being incorporated by reference to the auxiliary agreement has been appended to the document.

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 09/01/2024 and ending 08/31/2025

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 UNION LOCAL 919 & CONTRIBUTING EMPLOYERS NON-FOOD PENSION FUND

1b Three-digit plan number (PN) ▶ 001

1c Effective date of plan 01/01/1971

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)
UFCW UNION LOCAL 919 & CONTRIB EMPL NON-FOOD PENSION FUND

C/O IE SHAFFER & CO.

830 BEAR TAVERN ROAD
WEST TRENTON, NJ 08628

2b Employer Identification Number (EIN) 51-6129060

2c Plan Sponsor's telephone number 800-792-3666

2d Business code (see instructions) 445110

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.	03/11/2026	MONICA DERYDER
	Signature of plan administrator	Date	Enter name of individual signing as plan administrator
SIGN HERE	Filed with authorized/valid electronic signature.	03/11/2026	LARRY MAGARIK
	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 ☐ Same as Plan Sponsor

IE SHAFFER & CO

830 BEAR TAVERN ROAD P.O. BOX 1028
WEST TRENTON, NJ 08628

3b Administrator's EIN
22-1750854

3c Administrator's telephone number
800-792-3666

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**	900
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)**	0
b	Retired or separated participants receiving benefits	**6b**	241
c	Other retired or separated participants entitled to future benefits	**6c**	539
d	Subtotal. Add lines **6a(2)**, **6b**, and **6c**.	**6d**	780
e	Deceased participants whose beneficiaries are receiving or are entitled to receive benefits.	**6e**	41
f	Total. Add lines **6d** and **6e**.	**6f**	821
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 1H 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) ☒ 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) ☒ 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) ☒ **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) ☒ **H** (Financial Information)
- (2) ☐ **I** (Financial Information – Small Plan)
- (3) ☐ **A** (Insurance Information) – Number Attached _____
- (4) ☒ **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 09/01/2024 and ending 08/31/2025

A Name of plan	**B** Three-digit plan number (PN) ▶	
UFCW UNION LOCAL 919 & CONTRIBUTING EMPLOYERS NON-FOOD PENSION FUND		001
C Plan sponsor's name as shown on line 2a of Form 5500	**D** Employer Identification Number (EIN)	
UFCW UNION LOCAL 919 & CONTRIB EMPL NON-FOOD PENSION FUND	51-6129060	

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). . . . . ☐ 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

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(b) Enter name and EIN or address of person who provided you disclosures on eligible indirect compensation

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)

THE SEGAL COMPANY

13-1835864

(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?
		0	Yes ☐ No ☒	Yes ☐ No ☐		Yes ☐ No ☐

(a) Enter name and EIN or address (see instructions)

IE SHAFFER & CO.

22-1750854

(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?
50 14	NONE	67376	Yes ☐ No ☒	Yes ☐ No ☐		Yes ☐ No ☐

(a) Enter name and EIN or address (see instructions)

LARRY MAGARIK, ESQ

[redacted]
212-358-1500
[redacted]

(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?
20 50	NONE	18045	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)

BARATZ & ASSOCIATES

22-2212404

(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	7000	Yes ☐ No ☒	Yes ☐ No ☐		Yes ☐ No ☐

(a) Enter name and EIN or address (see instructions)

SEMO LAW GROUP

1710 CONNECTICUT AVE N.W.
WASHINGTON, DC 20009

(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?
50 29	NONE	9150	Yes ☐ No ☒	Yes ☐ No ☐		Yes ☐ No ☐

(a) Enter name and EIN or address (see instructions)

RAE GROUP LLC

601 DRESHER ROAD, 201
HORSHAM, PA 19044

83-4646394

(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?
11 50	NONE	9870	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

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(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 09/01/2024 and ending 08/31/2025

A Name of plan
UFCW UNION LOCAL 919 & CONTRIBUTING EMPLOYERS NON-FOOD PENSION FUND

B Three-digit plan number (PN) ▶ 001

C Plan sponsor's name as shown on line 2a of Form 5500
UFCW UNION LOCAL 919 & CONTRIB EMPL NON-FOOD PENSION FUND

D Employer Identification Number (EIN)
51-6129060

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	573091	406340
b Receivables (less allowance for doubtful accounts):			
(1) Employer contributions	1b(1)		
(2) Participant contributions	1b(2)		
(3) Other	1b(3)		
c General investments:			
(1) Interest-bearing cash (include money market accounts & certificates of deposit)	1c(1)		
(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	573091	406340
Liabilities			
g Benefit claims payable	1g		
h Operating payables	1h	12500	20025
i Acquisition indebtedness	1i		
j Other liabilities	1j	274292	259763
k Total liabilities (add all amounts in lines 1g through1j)	1k	286792	279788
Net Assets			
l Net assets (subtract line 1k from line 1f)	1l	286299	126552

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)		
(2) Noncash contributions	2a(2)		
(3) Total contributions. Add lines **2a(1)(A), (B), (C),** and line **2a(2)**	2a(3)		
b Earnings on investments:			
(1) Interest:			
(A) Interest-bearing cash (including money market accounts and certificates of deposit)	2b(1)(A)		
(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)		
(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		1621929
d Total income. Add all **income** amounts in column (b) and enter total	2d		1621929
Expenses			
e Benefit payment and payments to provide benefits:			
(1) Directly to participants or beneficiaries, including direct rollovers	2e(1)	1665319	
(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)		1665319
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)	67376	
(3) Recordkeeping fees	2i(3)		
(4) IQPA audit fees	2i(4)	7000	
(5) Investment advisory and investment management fees	2i(5)		
(6) Bank or trust company trustee/custodial fees	2i(6)		
(7) Actuarial fees	2i(7)	9870	
(8) Legal fees	2i(8)	9150	
(9) Valuation/appraisal fees	2i(9)		
(10) Other trustee fees and expenses	2i(10)	18045	
(11) Other expenses	2i(11)	4916	
(12) Total administrative expenses. Add lines **2i(1)** through **(11)**	2i(12)		116357
j Total expenses. Add all **expense** amounts in column (b) and enter total	2j		1781676
Net Income and Reconciliation			
k Net income (loss). Subtract line **2j** from line **2d**	2k		-159747
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: BARATZ & ASSOCIATES PA **(2)** EIN: 22-2212404

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		X	
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 574984.

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 09/01/2024 and ending 08/31/2025

A Name of plan
UFCW UNION LOCAL 919 & CONTRIBUTING EMPLOYERS NON-FOOD PENSION FUND

B Three-digit plan number (PN) ▶ 001

C Plan sponsor's name as shown on line 2a of Form 5500
UFCW UNION LOCAL 919 & CONTRIB EMPL NON-FOOD PENSION FUND

D Employer Identification Number (EIN)
51-6129060

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): 51-6129060

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 | 0 |

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

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): _____

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: ☐ last contributing employer ☐ alternative ☐ reasonable approximation (see instructions for required attachment)	**14a**	0
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**	0
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**	0

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_____.

United Food and Commercial Workers' Union Local 919 and Contributing Employers' Non-Food Pension Fund

Financial Statements

and

Supplementary Information

For the Years Ended

August 31, 2025 and 2024

United Food and Commercial Workers' Union Local 919
and Contributing Employers' Non-Food Pension Fund
For the Years Ended August 31, 2025 and 2024

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Baratz &
Associates, P.A.
accountants and consultants

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Independent Auditors' Report

To the Trustees of the
United Food and Commercial Workers' Union Local 919
and Contributing Employers' Non-Food Pension Fund

Opinion

We have audited the accompanying financial statements of United Food and Commercial Workers' Union Local 919 and Contributing Employers' Non-Food Pension Fund, an employee benefit plan subject to the Employee Retirement Income Security Act of 1974 (ERISA), which comprise the statements of net assets (in liquidation) available for plan benefits as of August 31, 2025 and 2024, the related statements of changes in net assets (in liquidation) available for plan benefits for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the net assets (in liquidation) available for plan benefits of United Food and Commercial Workers' Union Local 919 and Contributing Employers' Non-Food Pension Fund as of August 31, 2025 and 2024, and the changes in its net assets (in liquidation) available for plan benefits 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. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of United Food and Commercial Workers' Union Local 919 and Contributing Employers' Non-Food 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.

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 United Food and Commercial Workers' Union Local 919 and Contributing Employers' Non-Food Pension Fund'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.

Auditors' 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 auditors' report that includes our opinion.

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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 generally accepted auditing standards 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 generally accepted auditing standards, 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 United Food and Commercial Workers' Union Local 919 and Contributing Employers' Non-Food Pension Fund'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 United Food and Commercial Workers' Union Local 919 and Contributing Employers' Non-Food Pension Fund'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.

Other Matters

As discussed in Note F to the financial statements, the largest contributing employer filed for bankruptcy protection in December 2000 and has since ceased its operations and has been liquidated. A Notice of Termination by reason of mass withdrawal was filed with the Pension Benefit Guaranty Corporation (PBGC), resulting in the Fund termination effective August 1, 2001. As a result, the Plan has changed its basis of accounting for periods subsequent to August 1, 2001 from a going concern to a liquidation basis.

Supplemental Schedules Required by ERISA

Our audits were conducted for the purpose of forming an opinion on the financial statements as a whole. The supplemental schedules of administrative expenses (in liquidation) are presented for purposes of additional analysis and are not a required part of the financial statements but are supplementary information required by the Department of Labor's Rules and Regulations for Reporting and Disclosure under ERISA. Such information is the responsibility of 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 generally accepted auditing standards.

In forming our opinion on the supplemental schedules, we evaluated whether the supplemental schedules, 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.

Baratz & Associates, P.A.

Baratz & Associates, P.A.
Marlton, NJ

March 10, 2026

United Food and Commercial Workers' Union Local 919
and Contributing Employers' Non-Food Pension Fund
Statements of Net Assets (In Liquidation) Available for Plan Benefits
August 31, 2025 and 2024

	2025	2024
Assets		
Cash	$ 406,340	$ 573,091
Total Assets	406,340	573,091
Liabilities		
Deferred funding from Pension Benefit Guaranty Corporation	259,763	274,292
Accounts payable and accrued expenses	20,025	12,500
Total Liabilities	279,788	286,792
Net Assets (In Liquidation) Available for Benefits	$ 126,552	$ 286,299

The accompanying notes are an integral part of these financial statements.

United Food and Commercial Workers' Union Local 919
and Contributing Employers' Non-Food Pension Fund
Statements of Changes in Net Assets (In Liquidation) Available For Plan Benefits
For the Years Ended August 31, 2025 and 2024

	2025	2024
Additions to Net Assets Attributed To:		
Funding from Pension Benefit Guaranty Corporation	$ 1,621,929	$ 1,779,775
Total Additions to Net Assets	1,621,929	1,779,775
Deductions From Net Assets Attributed To:		
Benefit payments	1,665,319	1,620,346
Administrative expenses	116,357	112,876
Total Deductions from Net Assets	1,781,676	1,733,222
Net (Decrease) Increase in Net Assets	(159,747)	46,553
Net Assets (In Liquidation) Available for Benefits, Beginning of Year	286,299	239,746
Net Assets (In Liquidation) Available for Benefits, End of Year	$ 126,552	$ 286,299

The accompanying notes are an integral part of these financial statements.

A. Description of the Fund

The following brief description of the United Food and Commercial Workers' Union Local 919 (the Union) and Contributing Employers' Non-Food Pension Fund (the Fund or Plan) is provided for general information only. Participants should refer to the Fund Trust Agreement for more complete information.

General

The Fund was and remains a multiemployer, jointly administered, collectively bargained, non-contributory defined benefit pension fund for eligible employees. It is subject to the provisions of the Employee Retirement Income Security Act of 1974 (ERISA).

Fund Trustees

The Fund Trust Agreement had provided for two Union and two management Trustees. However, because there are no longer any contributing employers, there are no longer any management trustees. The Fund has permanently appointed the Union Trustees as the sole Trustees of the Fund. Effective January 1, 2015, the Fund Trust Agreement has been amended, and an independent Trustee has been appointed by the Union Trustees, at which time the Union Trustees have resigned.

Pension Benefits

Participants with five years of vested service (prior to 1998, ten years of participation) are entitled to monthly pension benefits beginning at normal retirement age (65). Benefits under the Fund are based on $23 per month per year of credited service up to a maximum of 30 years. The Fund permits early retirement for vested employees (10 years of service) between the ages of 55 to 64. Early retirement benefits are paid at an amount less than those paid to participants who reach normal retirement age. Participants may elect to receive their pension benefits in the form of a joint and survivor annuity (if married), life-only benefit (if unmarried), or a ten-year certain and life annuity.

Survivor Benefits

If a vested participant dies, a survivor benefit equal to one-half of the value of the participant's accumulated pension benefits is paid to the participant's surviving spouse beginning at the participant's early retirement date.

Effective February 1, 2014, benefit payments were based on amounts guaranteed by the PGBC, which were generally 100% of the first $11 plus 75% of the remaining balance of the Plan's monthly benefit accrual rate ($12), times each year of credited service. Generally, the PBGC guarantees most vested, normal retirement age benefits, early retirement benefits, and certain disability and survivor's pensions. However, the PBGC does not guarantee all types of benefits under the Fund, and the amount of the benefit protection is subject to certain limitations. Vested benefits under the Fund are guaranteed at the level in effect at the date of the Fund's termination, subject to a statutory ceiling on the amount of an individual's monthly benefit.

Basis of Reporting

The accompanying financial statements of the Fund have been prepared using the liquidation basis of accounting due to the Fund's termination and the withdrawal of the employer during the fiscal year ended August 31, 2001.

B. Summary of Significant Accounting Policies

Use of Estimates

The preparation of financial statements in conformity with the liquidation basis of accounting requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities, and changes therein, disclosure of contingent assets and liabilities, and the actuarial present value of accumulated plan benefits at the date of the financial statements. Actual results could differ from those estimates.

Concentrations

The Organization maintains cash in demand deposit accounts with federally insured banks. At times, the balances in these accounts may be in excess of federally insured limits.

Benefit Payments

Benefit payments to participants are recorded when payments are made and/or initiated by the third-party payors.

Actuarial Present Value of Accumulated Fund Benefits

Accumulated fund benefits are those future periodic payments, including lump-sum distributions, which are attributable under the Fund's provisions to the service employees have rendered. Accumulated fund benefits include benefits expected to be paid to (a) retired or terminated (including disabled) employees or their beneficiaries, (b) beneficiaries of employees who have died, and (c) past employees or their beneficiaries. The actuarial present value of accumulated fund benefits is determined by an independent actuary and is that amount that results from applying actuarial assumptions to adjust the accumulated plan benefits to reflect the time value of money (through discounts for interest) and the probability of payment (by means of decrements such as death, disability, withdrawal or retirement) between the valuation date and the expected date of payment.

Uncertain Tax Positions

The Fund accounts for uncertain tax positions in accordance with certain provisions of FASB ASC 740, "Income Taxes," which provides a framework for how companies should recognize, measure, present, and disclose uncertain tax positions in their financial statements. Under FASB ASC 740, the Fund may recognize the tax benefit from an uncertain tax position only if it is more likely than not that the tax position will be sustained on examination by the taxing authorities, based on the technical merits of the position. The tax benefits recognized in the financial statements from such position are measured based on the largest benefit that has a greater than 50% likelihood of being realized upon ultimate settlement.

The Fund did not record any unrecognized tax benefits for the years ended August 31, 2025 and 2024. The Fund anticipates that it will not have a change in unrecognized tax benefits during the next twelve months that would have a material impact on the Fund's financial statements.

The Fund's policy is to recognize interest and penalties related to income taxes as a component of interest and penalty expense. As of and for the years ended August 31, 2025 and 2024, the Fund did not record any penalties or interest associated with unrecognized tax benefits. The Fund's prior three tax years are open and subject to examination by the Internal Revenue Service.

Deferred PBGC Funding

The Organization receives PBGC funding quarterly. Due to the August 31 fiscal year-end, amounts attributable to August are recognized as revenue in the current fiscal year, while amounts attributable to September and October are deferred at year-end. Deferred PBGC funding represents amounts received for periods subsequent to August 31 and is recognized as revenue in the applicable fiscal year. Deferred PBGC funding is presented as a liability in the statement of net assets.

C. Actuarial Present Value of Accumulated Plan Benefits

Accumulated plan benefits are those future periodic payments, including lump sum distributions that are attributable under the Plan's provisions to the service employees have rendered. Accumulated plan benefits include benefits expected to be paid to (a) retired or terminated employees or their beneficiaries, (b) beneficiaries of employees who have died, and (c) present employees or their beneficiaries.

The last actuarial valuation, dated February 10, 2026, was performed by RAE Consulting. The following results were extracted from the RAE Consulting report, which were developed using a roll forward approach. For more complete information, refer to the complete actuarial valuation.

Statement of Accumulated Plan Benefits	**9/1/2025 Actuarial Present Value**	**9/1/2024 Actuarial Present Value**
Vested Benefits:		
Participants currently receiving benefits	$12,611,757	$13,844,393
Other vested benefits	8,202,256	8,103,114
Total Actuarial Present Value of Accumulated Plan Benefits	$20,814,013	$21,947,507
Plan Assets	133,727	286,299
Unfunded Vested Benefits	$20,680,286	$21,661,208

Statement of Changes in Accumulated Plan Benefits	**9/1/2025**	**9/1/2024**
Actuarial Present Value of Accumulated Plan Benefits, Beginning of Period	$21,947,507	$22,341,363
Increase (Decrease) during the period		
Attributable to:		
Interest	1,070,523	1,128,235
Net experience gain or loss, changes in data	-	-
Change in actuarial assumptions	(538,698)	98,255
Benefits paid during the Plan year	(1,665,319)	(1,620,346)
Net (Decrease)	(1,133,494)	(393,856)
Actuarial Present Value of Accumulated Plan Benefits, End of Period	$20,814,013	$21,947,507
Present Value of Administrative Expenses	$414,940	$426,275

For the 2025 valuation, all current and projected benefit amounts were adjusted to reflect the insolvency of the Fund effective February 1, 2014 and subsequent reductions to amounts guaranteed by the PBGC and based on the Multiemployer Pension Reform Act of 2014.

The significant actuarial factors and assumptions used in determining the value of the Fund's future benefits and costs were:

Mortality

Healthy: ERISA Section 4044 mortality table for healthy participants for 2025 and 2024 valuation dates, respectively.

Disabled: ERISA Section 4044 mortality table for disabled participants not receiving social security disability benefits for 2025 and 2024 valuation dates, respectively.

Net investment return

For 2025, the net investment return varies (yield curve) for 20 years and thereafter. For 2024, the net investment return is 5.07% for all years.

Retirement age

Assumed to be the earlier of age 55 with 10 years of vesting service or age 65 for 2025.

The foregoing actuarial assumptions for 2025 is based on the facts disclosed in Note A regarding the Fund's plans with regard to termination.

Change in Actuarial Assumptions

For 2025 and 2024, the actuarial assumptions for net investment return and mortality were updated in accordance with ERISA Section 4044, see above for assumptions used.

Change in administrative expenses

Present values of administrative expenses were assumed to be $0 by the prior actuary, as of August 31, 2023. Starting August 31, 2024, the present value of expenses is shown and calculated per ERISA 4044 methodology, but with an interest rate of no less than 1.00%.

D. Tax Status

The Fund obtained it latest determination letter on September 10, 2015, in which the Internal Revenue Service stated that the Fund, as designed, was in compliance with the applicable requirements of the Internal Revenue Code. The Fund has been amended since receiving the determination letter and has filed with the Internal Revenue Service to receive a determination letter based on the amended and restated plan document. The Fund administrator and the Fund's tax counsel believe the Fund is currently designed and being operated in compliance with the applicable requirements of the Internal Revenue Code and is tax-exempt as of August 31, 2025 and 2024. Accordingly, no provision for income taxes has been included in the Fund's financial statements.

E. Risks and Uncertainties

The Trustees are authorized to invest the Fund's assets in any combination of stocks, bonds, fixed income securities, mutual funds, and other investment securities. Investment securities are exposed to various risks, such as interest rate, market, and credit risks. The value, liquidity, and related income of these securities are sensitive to changes in economic conditions and may be adversely affected by shifts in the market's perception of the issuers and changes in interest rates. Due to the inherent volatility of prices for 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 (in liquidation).

The actuarial present value of accumulated fund benefits is reported based on certain assumptions pertaining to interest rates, inflation rates, and employee demographics, all of which are subject to change. Due to uncertainties inherent in the estimations and assumptions process, it is at least reasonably possible that changes in these estimates and assumptions in the near term would be material to the financial statements.

F. Cessation of Contributions and Fund Termination

In December 2000, the largest contributing employer filed a petition under Chapter 11 of the United States Bankruptcy Code in the United States Bankruptcy Court, Southern District of New York, liquidated and terminated its operations. The only other contributing employer to the Fund was acquired by an outside buyer, and contributions to the Fund ceased on February 28, 2001. A Notice of Termination by reason of mass withdrawal was filed with the Pension Benefit Guaranty Corporation (PBGC), resulting in the Fund terminating effective August 1, 2001. The Fund has been in the process of terminating in accordance with the terms of the Plan and applicable law.

The Trustees intended for the Fund to continue as a terminated plan, to be administered in accordance with guidelines established by the Trustees, and if applicable, PBGC. The Fund does not meet ERISA's minimum funding requirements and has an underfunded benefit obligation as of August 31, 2025 and 2024.

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

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

The PBGC guarantee generally covers: (1) normal and early retirement benefits: (2) disability benefits if you become disabled before the Plan becomes insolvent; and (3) certain benefits for your survivors. The PBGC guarantee generally does not cover: (1) benefits greater than the maximum guaranteed amount set by law; (2) benefit increases and new benefits based on plan provisions that have been in place for fewer than 5 years at the earlier of: (i) the date the Plan terminates or (ii) the time the Plan becomes insolvent: (3) benefits that are not vested because you have not worked long enough; (4) benefits for which you have not met all of the requirements at the time the Plan becomes insolvent; and (5) non-pension benefits, such as health insurance, life insurance, certain death benefits, vacation pay and severance pay.

The maximum benefit that the PBGC guarantees is adjusted periodically, on the amount of an individual's monthly benefit that PBGC guarantees.

For more information about the PBGC and the benefits it guarantees, ask your plan administrator or contact the PBGC's Customer Contact Center at 1-800-400-7242. TTY/TDD users may call the federal relay service toll-free at 1-800-877-8339 and ask to be connected to 1-800-400-7242. Additional information about the PBGC's pension insurance program is available through the PBGC's website on the internet at http://www.pbgc.gov/multiemployer.

G. Subsequent Events

Subsequent events have been evaluated through March 10, 2026, which is the date the financial statements were available to be issued.

H. Contingent Liability – Pension Benefit Guaranty Corporation

As the Fund projected insufficient funds to pay benefits as of February 2014, on January 24, 2014, the Board of Trustees entered into a promissory note and security agreement with the PBGC to cover the benefit payments and administrative expenses, as provided for under Title IV of the Employee Retirement Income Security Act. Repayment of the note and interest (which accrues at a rate in effect under Section 6621(a)(2) of the Internal Revenue Code, compounded daily) is required should the Fund's financial condition improve to the extent that it has assets beyond those necessary to pay guaranteed benefits. The Fund anticipates continual borrowings until all guaranteed benefits are paid.

Quarterly, the Plan must provide the PBGC with (a) an estimate of funds needed to pay benefits and administrative expenses for the following quarter plus a one-month reserve for the payment of benefits, and (b) a reconciliation of financial assistance received from the PBGC and payments of benefits and administrative expenses of the previous quarter. As of August 31, 2025 and 2024, total financial assistance from the PBGC amounted to $23,268,572 and $21,653,843, respectively.

The Fund has no resources nor does it expect to have resources in the future to repay these notes. Accordingly, such amounts have been included as an addition to the Fund's assets in the statements of changes in net assets available for benefits (in liquidation) as the funds are received.

Supplementary Information

United Food and Commercial Workers' Union Local 919
and Contributing Employers' Non-Food Pension Fund
Schedules of Administrative Expenses (In Liquidation)
For the Years Ended August 31, 2025 and 2024

	2025	2024
Actuary fees	$ 9,870	$ 14,880
Administrative fees	67,376	64,500
Trustees' expense	18,045	14,180
Insurance	4,916	5,555
Legal fees	9,150	6,361
Accounting fees	7,000	7,400
Total Administrative Expenses	$ 116,357	$ 112,876

Corporate Business Account Statement

PNC BANK

Account Number: XX-XXXX[redacted]

For the period 08/01/2026 to 08/31/2026

UFCW UNION LOCAL 919 & CONTRIBUTING
EMPLOYERS NON-FOOD PENSION FUND
830 BEAR TAVERN RD
WEST TRENTON NJ 08628-1020

Number of enclosures: 0
Tax ID Number: XX-XXX9060
For Client Services:
Call 1-800-669-1518

Visit us at PNC.com/treasury

Write to: Treas Mgmt Client Care
500 1St Ave
Locator [redacted]
Pittsburgh PA 15219-3128

Account Summary Information

Balance Summary

Beginning balance	Deposits and other credits	Checks and other debits	Ending balance
469,602.17	.00	146,152.36	323,449.81

Deposits and Other Credits

Description	Items	Amount
Deposits	0	.00
National Lockbox	0	.00
ACH Credits	0	.00
Funds Transfers In	0	.00
Trade Services	0	.00
Investments	0	.00
Zero Balance Transfers	0	.00
Adjustments	0	.00
Other Credits	0	.00
Total	0	.00

Checks and Other Debits

Description	Items	Amount
Checks	98	30,250.46
Returned Items	0	.00
ACH Debits	4	115,643.89
Funds Transfers Out	0	.00
Trade Services	0	.00
Investments	0	.00
Zero Balance Transfers	0	.00
Adjustments	0	.00
Other Debits	1	258.01
Total	103	146,152.36

Ledger Balance

Date	Ledger balance	Date	Ledger balance	Date	Ledger balance
08/01	469,602.17	08/10	436,017.37	08/19	430,864.33
08/03	463,634.79	08/11	435,742.33	08/24	429,466.62
08/04	450,255.32	08/13	433,071.96	08/25	429,294.61
08/05	448,431.03	08/14	432,154.24	08/27	327,017.41
08/06	447,155.15	08/17	431,409.70	08/31	323,449.81
08/07	442,744.65	08/18	431,196.70		

Checks and Other Debits

Checks and Substitute Checks

98 transactions for a total of $30,250.46

Date posted	Check number	Amount	Reference number	Date posted	Check number	Amount	Reference number	Date posted	Check number	Amount	Reference number
08/03	19491	64.81	[redacted]	08/03	19489	248.05	[redacted]	08/03	19520	300.98	[redacted]
08/03	19512	36.53		08/03	19500	42.19		08/03	19533	212.10	
08/03	19522	90.26		08/03	19527	131.89		08/03	19488	136.51	
08/03	19546	180.00		08/03	19551	358.49		08/03	19509	63.50	
08/03	19480	214.85		08/03	19473	199.76		08/03	19504	148.00	

Checks and Substitute Checks continued on next page

Corporate Business Account Statement

UFCW UNION LOCAL 919 & CONTRIBUTING
EMPLOYERS NON-FOOD PENSION FUND

For the period 08/01/2026 to 08/31/2026
Account number: XX-XXXX[redacted]

Checks and Other Debits - *continued*

Checks and Substitute Checks - *continued* 98 transactions for a total of $30,250.46

Date posted	Check number	Amount	Reference number
08/03	19398	187.93	[redacted]
08/03	19494	247.25	
08/03	19521	166.95	
08/03	19524	189.02	
08/03	19531	49.55	
08/03	19541	117.42	
08/04	19518	222.00	
08/04	19525	129.85	
08/04	19496	94.04	
08/04	19526	113.74	
08/04	19544	475.69	
08/04	19492	21.12	
08/04	19474	35.38	
08/04	19493	220.00	
08/04	19507	349.97	
08/04	19511	182.82	
08/04	19534	285.00	
08/04	19538	72.58	
08/04	19540	166.03	
08/04	19545	150.00	
08/05	19460	196.00	
08/05	19517	172.01	
08/05	19547	196.00	
08/05	19501	133.18	
08/05	19515	295.00	
08/05	19471	102.96	
08/05	19508	98.40	
08/05	19516	304.38	
08/05	19542	326.36	
08/06	19475	450.00	
08/06	19476	303.78	
08/06	19481	375.37	
08/06	19497	73.25	
08/06	19535	73.48	
08/07	26	3,920.05	
08/07	19505	41.21	
08/07	19523	173.47	
08/07	19543	92.33	
08/07	19514	93.93	
08/07	19537	89.51	
08/10	19487	281.31	
08/10	19552	395.31	
08/10	1003	5,700.00	
08/10	19485	56.65	
08/10	19499	294.01	
08/11	19484	275.04	
08/13	27	2,250.00	
08/13	19503	47.65	
08/13	19530	372.72	
08/14	5011	346.27	
08/14	19490	162.75	
08/14	19549	408.70	
08/17	19469	249.57	
08/17	19498	186.05	
08/17	19502	308.92	
08/18	19472	158.00	
08/18	19539	55.00	
08/19	19519	140.00	
08/19	19468	124.78	
08/19	19513	67.59	
08/24	19327	395.86	
08/24	19418	395.86	
08/24	19506	395.86	
08/24	19532	210.13	
08/25	5012	172.01	
08/27	19478	75.90	
08/31	19561	303.78	
08/31	19577	21.12	
08/31	19558	199.76	
08/31	19614	271.62	
08/31	19566	375.37	
08/31	19597	36.53	
08/31	19605	300.98	
08/31	19629	475.69	
08/31	5013	65.83	
08/31	19391	93.15	
08/31	19477	65.83	
08/31	19479	93.15	
08/31	19564	93.15	
08/31	19567	183.30	
08/31	19596	182.82	
08/31	19609	189.02	
08/31	19635	358.49	

ACH Debits 4 transactions for a total of $115,643.89

Date posted	Amount	Transaction description	Reference number
08/03	270.19	Corporate ACH Bus Dirpay State Of Ct Drs [redacted]	[redacted]
08/03	2,311.15	Corporate ACH Usataxpymt IRS [redacted]	[redacted]
08/04	10,861.25	ACH Settlement Payment 919 Pen [redacted]	[redacted]
08/27	102,201.30	ACH Settlement Achpayment 919 Pen [redacted]	[redacted]

Other Debits 1 transaction for a total of $258.01

Date posted	Amount	Transaction description	Reference number
08/31	258.01	Corporate Account Analysis Charge	00000000000000[redacted]

UFCW Union Local 919 & Contributing ERs Non-Food Pension Plan
EIN: 51-6129060 PN:001
Application for Special Financial Assistance
Section B, Item (9)a and (9)c – Checklist #11.a. and #11.c.

LifeStatus 360 and PBGC Death Audit of August 31, 2024 Census Data

For SFA application purposes, the PBGC Independent Death Audit results provided on June 9, 2026 were reflected, as disclosed in correspondence between Rae Consulting and PBGC, and summarized below. The death audit results from Lifestatus 360 provided on September 24, 2026 were already reflected in the results from the PBGC death audit (e.g., the Lifestatus 360 Death Audit did not discover any new deaths prior to August 31, 2024, the SFA census date).

There were three (3) retired participants from the PBGC Death Audit included in the August 31, 2024 initial census data who were removed from the SFA calculations since the participants deceased prior to March 31, 2025 and didn't have any living beneficiaries.

There were fifteen (15) terminated vested participants in the PBGC Death Audit who were included in the August 31, 2024 initial census data and were removed from the SFA calculations but fourteen (14) were replaced with a surviving spouse record (1 was over the age of 85 so was excluded). They had an unknown marital status; the surviving spouse record reflects valuation assumptions for age and marriage percentage. The surviving spouse participant is marked with an asterisk (*) in the table below.

There were two (2) retired participants in the PBGC Death Audit who were included in the August 31, 2024 initial census data and were removed from the SFA calculations but replaced with a surviving spouse record. The surviving spouse participant is marked with an asterisk (*) in the table below.

There were two (2) surviving spouse participants who deceased prior to March 31, 2025.

A count reconciliation is shown below:

	Active	Terminated Vested	Retirees	Surviving Spouses	Total
August 31, 2024 census data	0	258	583	55	896
Removed per PBGC Death Audit	0	-1	-3	-2	-6
Recategorized per PBGC Death Audit	0	-14	-2	+16*	0
Census for SFA Application	0	243	578	69	890

These PBGC audit changes to the participant census are mandatory for SFA application purposes to avoid paying benefits to participants who deceased prior to the SFA census date.

LifeStatus360
DATA COMPLIANCE SOLUTIONS

Lifestatus 360 Death Audit Results

Record ID	Group	Q	DOD	Source
[redacted]	B	50	[redacted]	SSA
[redacted]	R	50		[redacted]
[redacted]	V	50		
[redacted]	V	50		SSA
[redacted]	R	50		[redacted]
[redacted]	R	80		
[redacted]	B	50		[redacted]
[redacted]	B	30		SSA
[redacted]	R	50		[redacted]
[redacted]	R	50		LSP
[redacted]	R	30		SSA
[redacted]	V	50		[redacted]
[redacted]	R	50		SSA
[redacted]	V	50		[redacted]
[redacted]	B	50		
[redacted]	R	50		SSA
[redacted]	R	100		[redacted]
[redacted]	R	50		
[redacted]	R	50		
[redacted]	R	50		
[redacted]	R	50		
[redacted]	V	50		
[redacted]	R	50		SSA
[redacted]	V	50		[redacted]
[redacted]	R	50		SSA
[redacted]	R	50		SSA
[redacted]	V	50		[redacted]

Total Count: 27

Data Source	Source	Last Updated
SSA	Death Master File	09/19/2026
CA	California	09/22/2026
FL	Florida	09/23/2026
OH	Ohio	10/23/2018
MN	Minnesota	09/19/2026
MA	Massachusetts	06/12/2026
MT	Montana	09/01/2026
NC	North Carolina	09/01/2026
LSP	LifeStatus360 Proprietary	05/12/2023
Obit	Obituaries	08/14/2026

PNC

July 16, 2026

To Whom It May Concern:

Please accept this letter as confirmation of the current checking account at PNC Bank. We certify the account details listed below are correct per our records.

Account Title:	**UFCW UNION LOCAL 919 & CONTRIBUTING EMPLOYERS NON-FOOD PENSION FUND**
Account Number:	[redacted]
Bank Routing Number:	**031207607 - Wire** **031207607 - ACH & Checks**
Bank Swift Code:	**PNCCUS33 (required for international payments)**
Bank Address:	**PNC Bank, N.A.** **249 Fifth Avenue** **Pittsburgh, PA 15222**

If you have any questions, please contact the PNC Bank client.

Have a great day!

Thank you,

Jessica Viotto
Senior Vice President | Treasury Management
Corporate and Institutional Banking

The PNC Financial Services Group, Inc.
Two Tower Center Blvd., 17th Floor
East Brunswick, NJ 08816

(c) 908.310.8291 | (f) 877.360.4537

jessica.viotto@pnc.com

SWORN TO AND SUBSCRIBED
BEFORE ME THIS DATE

JUL 16 2026

JAMI L. DIFRANCO
Notary Public of New Jersey
My Commission Expires 4/6/2028

#50079764

ACH VENDOR/MISCELLANEOUS PAYMENT ENROLLMENT FORM

OMB No. 1510-0056

This form is used for Automated Clearing House (ACH) payments with an addendum record that contains payment-related information processed through the Vendor Express Program. Recipients of these payments should bring this information to the attention of their financial institution when presenting this form for completion. See reverse for additional instructions.

PRIVACY ACT STATEMENT

The following information is provided to comply with the Privacy Act of 1974 (P.L. 93-579). All information collected on this form is required under the provisions of 31 U.S.C. 3322 and 31 CFR 210. This information will be used by the Treasury Department to transmit payment data, by electronic means to vendor's financial institution. Failure to provide the requested information may delay or prevent the receipt of payments through the Automated Clearing House Payment System.

AGENCY INFORMATION

FEDERAL PROGRAM AGENCY

PBGC

AGENCY IDENTIFIER:	AGENCY LOCATION CODE (ALC):	ACH FORMAT: ☐ CCD+ ☐ CTX

ADDRESS:

CONTACT PERSON NAME: | TELEPHONE NUMBER: ( )

ADDITIONAL INFORMATION:

PAYEE/COMPANY INFORMATION

NAME	SSN NO. OR TAXPAYER ID NO.
UFCW UNION LOCAL 919 & CONTRIBUTING EMPLOYERS NON-FOOD PENS	51-6129060

ADDRESS

C/O IE SHAFFER & CO

830 BEAR TAVERN RD WEST TRENTON, NJ 08628

CONTACT PERSON NAME:	TELEPHONE NUMBER:
LISA JONES	(609) 718-1375

FINANCIAL INSTITUTION INFORMATION

NAME:

PNC BANK

ADDRESS:

249 FIFTH AVE PITTSBURGH, PA 15222

ACH COORDINATOR NAME:	TELEPHONE NUMBER:
LISA JONES	(609) 718-1375

NINE-DIGIT ROUTING TRANSIT NUMBER: 0 3 1 2 0 7 6 0 7

DEPOSITOR ACCOUNT TITLE:

UFCW UNION LOCAL 919 & CONTRIBUTING EMPLOYERS NON-FOOD PENSION FUND

DEPOSITOR ACCOUNT NUMBER:	LOCKBOX NUMBER:
[redacted]	

TYPE OF ACCOUNT: ☒ CHECKING ☐ SAVINGS ☐ LOCKBOX

SIGNATURE AND TITLE OF AUTHORIZED OFFICIAL: (Could be the same as ACH Coordinator)	TELEPHONE NUMBER:
Lisa Jones - administrative assistant	(609) 718-1375

AUTHORIZED FOR LOCAL REPRODUCTION

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31 U S C 3322; 31 CFR 210

COHEN WEISS AND SIMON LLP

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Fax: (212) 695-5436
madler@cwsny.com
www.cwsny.com

909 Third Avenue • New York, NY 10022

July 15, 2026

Via Email

Erika B. Bode, CEBS
Manager, Special Financial Assistance Division
Plan Compliance Department
Pension Benefit Guaranty Corporation
445 12th Street, SW
Washington, DC 20024

Bode.Erika@pbgc.gov

Re: Jurisdiction and Venue for Plans to Which Larry Magarik is the Sole Trustee are Located Within the Second Circuit

Dear Ms. Bode:

This firm is counsel to the UFCW Local 50, 174 Pension, 174 Retail, 174 Commercial, 342 Meat Cutters, JRF Leather, PSSDC and Local 171 Plans.[1]

This statement is submitted in support of the applications by twenty (20) Plans for which Larry Magarik ("Trustee Magarik") serves as sole Trustee for Special Financial Assistance ("SFA") under the American Rescue Plan Act ("ARPA") and to demonstrate the these Plans are all located within the Second Circuit and subject to the decision of the United Stated Court of Appeals for the Second Circuit in *Board of Trustees of Bakery Drivers Local 550 and Industry Fund v. PBGC*, 136 F.4th 26 (2d Cir. 2025), reh. den. 2026 WL 1377108, ___F. 4th___, cert. den. ___U.S. ___ (May 18, 2026) which held that multiemployer, defined benefit pension plans which are terminated may be eligible for SFA. The Pension Benefit Guaranty Corporation (the "PBGC") is accepting applications from such Plans.

[1] We have consulted with Plan Counsel for all the other Plans for which Mr. Magarik is the sole Trustee and who are submitting SFA applications, and they concur and support this letter and this statement, and are copied below, but note that two of the Plans (Carville and Luggage) do not have retained Counsel. Most importantly, Trustee Magarik has authorized this firm to submit this letter and statement on behalf of all these Plans.

Summary

Trustee Magarik, whose office, state citizenship, domicile and residence are within the Second Circuit, is the plan sponsor, named fiduciary, and plan administrator for each of the Plans, and effectively manages and makes all decisions for and in the administration of each of these Plans. Trustee Magarik was appointed by or through the PBGC, and the documents appointing Trustee Magarik make it clear that he occupies these positions, specifically appointing him to these roles. He is the sole Trustee for these Plans. Trustee Magarik effectively runs each Plan, directs all of its administration, manages all its operations, hires, fires, directs and supervises all of its professionals and service providers (including plan counsel, actuary, third-party administrator, and accountant), conducts and chairs all of its Trustee and other meetings, conducts all of its operations and business affairs, and decides any and all appeals or requests for review under its claims review procedures.

These Plans are therefore clearly located within the Second Circuit.

Facts

Trustee Magarik has his office, resides, and is domiciled at [redacted], within the Second Circuit, which includes New York, Connecticut and Vermont. 28 U.S.C. §41.[2] Trustee Magarik is also a longtime citizen of New York State.

Each of these Plans is an employee benefit "trust" and Trustee Magarik is the single neutral "trustee" of each Plan by the terms of its Trust Agreement and Section 302(c)(5) of the Labor Management Relations Act ("LMRA"), 29 USC §186(c)(5).

Trustee Magarik is the "Plan Sponsor" of each of these Plans under Sections 3(16)(B)(iii) and 4001((a)(10) of the Employee Retirement Income Security Act ("ERISA"), 29 USC §§1002(16)(B)(iii) and 1301(a)(10), as he is the sole Trustee and constitutes the entire "Board of Trustees" of each of these Plans.

Trustee Magarik is the "Plan Administrator" of each of these Plans under ERISA Sections 3(16)(A) and 4001(a)(1), 29 USC §§1002(16)(A) and 1301(a)(1) as he is designated as such in all of the documents under which each Plan operates, was explicitly designated as such under the Appointment Agreement with or through the PBGC or, in one case, the Court Order, by which

[2] Note that, for the older appointments, Trustee Magarik's office was at 113 University Place, New York, New York 10003 until 2017, and 80 Eighth Avenue, New York, New York 10011 until 2024. These locations are also within the Second Circuit.

Trustee Magarik was appointed as the plan's sole trustee, and is also the "Plan Sponsor" of each plan, as noted.

Trustee Magarik is the "named fiduciary" of each of these Plans under ERISA Section 402(a), 29 USC §1102(a).

Trustee Magarik is a "fiduciary" with respect to each of these Plans under ERISA Section 21(A), 29 USC §1002(21)(A) because he has and exercises discretionary authority and control respecting management of each plan, disposition of its assets, and administration of the plan.

Trustee Magarik, who is an independent fiduciary and professional trustee, is the sole "trustee" under ERISA Section 405(b) and (c), 29 USC §1105(b) and (c) and no other person is designated as a trustee of any of these Plans.

Each of these Plans is administered by Trustee Magarik in the Second Circuit under ERISA Section 502(e)(2), 29 USC §1132(e)(2).

The twenty (20) Plans to which Trustee Magarik serves as sole Trustee and which are applying to the PBGC for SFA are as follows:

1) Carville National Leather Corp. Pension Plan
2) District 65 Pension Plan
3) Production Service and Sales District Council Pension Fund
4) Schiffli Embroidery Workers Pension Plan
5) Southern Council of Industrial Workers Pension Fund
6) UFCW Local 50 Pension Plan
7) UFCW Local 174 Pension Fund
8) UFCW Local 174 Retail Pension Fund
9) UFCW Local 919 and Contributing Employers' Non-Food Pension Plan
10) Local 174 Commercial Fund
11) Amalgamated Meat Cutters Local 342 Pension Fund
12) Joint Retirement Fund Leather Goods Local 1
13) Retirement Fund of the Fur Manufacturing Industry
14) Bakery & Sales Drivers Local 33 Partitioned Pension Fund
15) Licensed Tugmen's & Pilots Pension Plan
16) United Brewery Workers Local 87 Pension Fund
17) IAMAW 2848 Defined Benefit Pension Plan
18) IATSE Local 640 Pension Plan
19) Luggage Workers Local 61 Retirement Plan
20) Local No. 171 Pension Fund

Trustee Magarik was appointed as trustee for almost all these Plans pursuant to an Agreement sponsored and negotiated by the PBGC and signed either by the PBGC or by the former trustees of the Plan. In one case (Luggage Plan), Trustee Magarik was court-appointed in an action by the PBGC. In another case (Local 171 Plan), Trustee Magarik was appointed pursuant to an agreement modeled directly on the PBGC agreements with Trustee Magarik.

A single Omnibus Fiduciary Insurance Policy with Trustee Magarik, approved by the PBGC, covers all these Plans, except that the Local 171 Plan retains a separate fiduciary insurance policy but also lists Trustee Magarik and his address. Each of these Plans is covered by an identical cyber insurance policy signed by Trustee Magarik. Each of these Plans is covered by an ERISA fidelity bond, which is prepared and approved by Trustee Magarik.

Where the PBGC did not already have a security agreement and promissory note in place and required one, these were signed by Trustee Magarik for each of the Plans.

Each of the Plans is a terminated, multiemployer, defined benefit pension plan. Each of the Plans is an insolvent plan receiving PBGC financial assistance, except that one of the Plans (Local 171 Plan) is now applying for PBGC financial assistance in anticipation of its imminent insolvency. Note that one plan, the Luggage Plan, has also applied to the PBGC for authorization to annuitize its benefits, and that application is pending.

Trustee Magarik signs Form 5500s and any other reporting and disclosure documents requiring signatures by authorized representatives for each of these Plans.

Trustee Magarik signed the SFA Lock-In Application for each of the Plans.

Trustee Magarik authorized the actuary for each of the Plans to place the Plan on the SFA application waiting list.

Trustee Magarik has, in most cases except the Luggage Plan, retained third party administrators to handle claims on a contract basis with PBGC approval, Trustee Magarik hires, fires, directs and supervises these service providers. Trustee Magarik similarly has contracted with accountants, actuaries, counsel or other professionals as required in these Plans, and Trustee Magarik hires, fires, directs and supervises these service providers. In none of these Plans does the third party administrator serve as a trustee or named fiduciary or been asked to do so.

Mail including any mail from the PBGC, such as the security agreements and promissory notes for insolvency assistance under ERISA Section 4261, is sent to Trustee Magarik at his office

address in New York, although today most materials are by email, and Trustee Magarik receives email at his office address, within the Second Circuit.[3]

Additionally, these Plans have had numerous occasions to file suit (such as the collection of withdrawal liability), and numerous suits have been filed on behalf the Plans[4] and Trustee Magarik (as courts generally require the suit to be brought in the name of the Plan Trustee) within the Second Circuit. Not one lawsuit within the Second Circuit has been rejected based on the Second Circuit venue.

Moreover, in one case the court ruled directly that Trustee Magarik's Second Circuit address established the Second Circuit as the proper location and venue for suit and rejected an attempt to transfer the suit elsewhere. *See Local 171 Pension Fund v. Stone*, 2025 WL 936538 (S.D.N.Y. March 27, 2025), copy attached.

Legal Discussion

ERISA Section 502(e)(1) grants federal courts subject matter jurisdiction over most civil actions brought by an employee pension plan's fiduciary. ERISA Section 502(a)(1)(B) provides that state and federal courts have concurrent jurisdiction, applying to claims by plan beneficiaries seeking to recover benefits, enforce rights, or clarify future benefits. *Ambulatory Infusion Therapy Specialist, Inc. v. N. Am. Adm'rs, Inc.,* 262 S.W.3d 107 (Tex. App. 2008).

In determining diversity jurisdiction, courts consider a trustee's citizenship to be determinative since the trustee is the "real party to the controversy[,]" which is determined by a showing of "customary powers to hold, manage, and dispose of assets for the benefit of others." *Navarro Savings Ass'n v. Lee*, 446 U.S. 458, 464 (1980). Since Trustee Magarik is the trustee of each of these Plans under each Plan's Trust Agreement, the LMRA, the Agreement or Court Order appointing Trustee Magarik, and ERISA, and Trustee Magarik's citizenship is within the Second Circuit, it is clear as a matter of black letter law that each Plan within the Second Circuit.

Courts find personal jurisdiction where "the plan is administered, where the breach took place, or where a defendant resides or may be found." 29 U.S.C. § 1132(e)(2); *see e.g., Local 8A-*

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[3] Although less important in terms of the fact that these Plans are within the Second Circuit, it should be noted a number of these Plans were historically located and operated before their termination or insolvency within the Second Circuit – District 65, PSSDC, UFCW 50, 174 Pension, 174 Commercial, 174 Retail, JRF Leather, 342 Meat Cutters, 919, IATSE 640 – where their contributing employers, participating unions and union members had previously worked.

[4] Our firm filed twenty-five (25) plus such lawsuits within the past few years.

28A Welfare & 401(K) Ret. Funds v. Golden Eagles Architectural Metal Cleaning & Refinishing, 277 F. Supp. 2d 291, 294 (S.D.N.Y. 2003) (citations omitted); *Sprinzen v. Supreme Court of New Jersey*, 478 F. Supp. 722, 723-24 (S.D.N.Y. 1979). Further, a plan can be administered in more than one district. *See, e.g., Bostic v. Ohio River Co. (Ohio Div.) Basic Pension Plan*, 517 F. Supp. 627, 632 (S.D.W.Va. 1981); *Wallace v. Am. Petrofina, Inc.*, 659 F. Supp. 829, 831 (E.D. Tex. 1987).

In *Navarro*, the Supreme Court concluded that plaintiff trustees qualified as "active trustees whose control over the assets held in their names [was] real and substantial"—and thus were the real parties in interest to the controversy—because the "declaration of trust . . . authorized the trustees to take legal title to trust assts, to invest those assets for the benefit of the shareholders, and to sue and be sued in their capacity as trustees," the trustees "filed th[e] lawsuit in that capacity." *See also Americold Realty Tr. v. Conagra Foods, Inc.*, 577 U.S. 378, 383, 136 S. Ct. 1012, 194 L. Ed. 2d 71 (2016), *citing Navarro*, 446 U.S. at 462-66 ("[W]hen a trustee files a lawsuit or is sued in her own name, her citizenship is all that matters for diversity purposes."); *Wells Fargo Bank, N.A. v. Konover Dev. Corp.*, 630 F. App'x 46, 49 (2d Cir. 2015), *quoting Navarro*, 446 U.S. at 464) ("When a trustee possesses certain customary powers to hold, manage, and dispose of assets for the benefit of others, the trustee qualifies as a 'real party to the controversy' and may sue based on its own citizenship.").

In *Stone*, a case where Mr. Magarik was also the sole trustee, then with an office in Manhattan, the S.D.N.Y. declined to transfer the case to Illinois (where the defendants resided), citing "the location of the [Fund] and a number of [Fund] witnesses here, the willingness of [Fund's] counsel to take depositions via remote means for the convenience of counsel and witness, and the ease of accessing this District in the event of in-person attendance at court proceedings." *Id*. at *2.

Conclusion

Consequently, because Mr. Magarik is the Plans' sole trustee, plan sponsor, named fiduciary, manager, and decision-maker, and works out of a New York Office, we conclude that the Plans are within the Second Circuit's jurisdiction. Therefore, these Plans are subject to the Second Circuit opinion in *Bd. of Trs. of Bakery Drivers Local 550 & Indus. Pension Fund v. PBGC*.

Please feel free to contact us with any questions.

Sincerely,

Michael S. Adler

Michael S. Adler

Attachment

cc: Larry Magarik (Trustee)
Rossi Marcelin (PBGC)
Olga Hernandez-Cruz (PBGC)
Myriangie Porter (PBGC)
Beth Saindon, Esq. (Bakery 33)
Alex Rosenthal, Esq. (Tugmen and IAMAW)
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Joe Semo, Esq. (919)
David Fusco, Esq. (87)

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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

LOCAL 171 PENSION FUND,

Plaintiff,

-against-

JEFFREY B. STONE and ERIC D. STONE,

Defendants.

24-cv-01769 (MMG)

ORDER

MARGARET M. GARNETT, United States District Judge:

Plaintiff Local 171 Pension Fund ("Plaintiff" or "Fund") filed this action for breach of fiduciary duty and other related claims against Defendants Jeffrey B. Stone and Eric D. Stone on March 7 2024. Dkt. No. 1. An Amended Complaint was filed on March 20, 2024. Dkt. No. 16. All of the claims relate to the withdrawal, in 2019 and 2020, from an ERISA plan by a company (Biehl Cleaners) owned or controlled by the Stones and/or entities that the Stones controlled, and the 2020 sale of real property by the Defendants that had been used by Biehl Cleaners without turning over any of the proceeds to the Fund for the withdrawal liability of Biehl Cleaners. Count One asserts a claim for breach of fiduciary duty against Jeffrey Stone, who was a trustee of the plan. Count Two asserts an aiding and abetting claim for Jeffrey Stone's breach of fiduciary duty against Eric Stone. Count Three seeks a finding of personal liability under ERISA for both Defendants for Biehl Cleaners' withdrawal liability, under a "pierce the veil" theory.

Before the Court is Defendants' motion to dismiss this matter as duplicative of a declaratory judgment action filed by the Defendants against the Plaintiff in the Central District of Illinois; in the alternative, to dismiss under Rule 12(b)(6) of the Federal Rules of Civil Procedure for failure to state a claim; and, if the matter is not dismissed, to transfer the case to the Central District of Illinois under the Court's discretionary transfer authority under 28 U.S.C. § 1404(a).

Dkt. No. 18. Plaintiff has opposed the motions. Dkt. No. 27. For the reasons that follow, the Defendants' motions are DENIED.

I. The Motion to Dismiss as Duplicative is Moot

On December 19, 2024, the district court in the purportedly duplicative case in the Central District of Illinois dismissed that action in favor of this pending case, finding that the Illinois action was arguably abuse of the Declaratory Judgment Act and that in any event maintaining two actions on essentially the same claims would be a waste of judicial resources and risk inconsistent judgments. *See* Dkt. No. 37 (attaching opinion in Illinois action). Because this case is no longer duplicative of any pending case, the Court declines to dismiss on that basis.

II. The Amended Complaint States a Claim

In order to survive a motion to dismiss under Rule 12(b)(6) of the Federal Rules of Civil Procedure, a complaint must plead "enough facts to state a claim to relief that is plausible on its face." *Bell Atl. Corp. v. Twombly*, 550 U.S. 544, 570 (2007). A claim has "facial plausibility when the plaintiff pleads factual content that allows the court to draw the reasonable inference that the defendant is liable for the misconduct alleged." *Ashcroft v. Iqbal*, 556 U.S. 662, 678 (2009). A complaint is properly dismissed where, as a matter of law, "the allegations in a complaint, however true, could not raise a claim of entitlement to relief." *Twombly*, 550 U.S. at 558. The standard for surviving a motion to dismiss is not difficult to meet. *See Walker v. Schult*, 717 F.3d 119, 124 (2d Cir. 2013) (the issue on a motion to dismiss is whether a plaintiff is entitled to offer evidence to support its claims, not whether the plaintiff will ultimately prevail). When ruling on a Rule 12(b)(6) motion, the Court must accept all factual allegations contained in the complaint as true and draw all reasonable inferences in favor of the plaintiff. *See Koch v. Christie's Int'l, PLC*, 699 F.3d 141, 145 (2d Cir. 2012).

The Defendants' arguments on their motion to dismiss for failure to state a claim cannot overcome the mandate to take all well-pleaded allegations in the Amended Complaint as true and to draw all reasonable inferences in favor of the Plaintiff. Defendants' arguments as to Count One essentially amount to arguments about what inference should be drawn from Jeffrey Stone's actions around the 2020 property sale, and an argument that, if the Defendants' inferences are drawn, no breach of fiduciary duty occurred. But the Court cannot, at this stage, draw Defendants' suggested inferences when the inferences posited by Plaintiff are reasonable based on the allegations of the Amended Complaint. Nor can the Court resolve disputed factual issues around what relevant participants knew at the relevant times. Similarly, as to Counts Two and Three, Plaintiff alleges facts egregious enough, and reasonable inferences drawn from those alleged facts, to plausibly allege a claim for relief. The Court acknowledges that Defendants raise certain legal arguments against the viability of Counts Two and Three as well; however, those arguments depend, at least in part, on factual assertions that are at odds with the allegations of the Amended Complaint. That is fatal to the motion to dismiss. Plaintiff may well not prevail, and the Court expresses no opinion as to the likelihood of any particular outcome on the merits. But they have sufficiently pled their claims so as to survive a motion to dismiss.

III. The Court Declines to Transfer

Finally, Defendants request that, if the Amended Complaint survives, the case be transferred to the Central District of Illinois under 28 U.S.C. § 1404(a). The Court declines to transfer the case.

"A district court may exercise its discretion to transfer venue 'for the convenience of parties and witnesses, in the interest of justice.'" *New York Marine & Gen. Ins. Co. v. Lafarge N. Am., Inc.*, 599 F.3d 102, 112 (quoting 28 U.S.C. § 1404(a)). "District courts have broad

discretion in making determinations of convenience under Section 1404(a) and notions of convenience and fairness are considered on a case-by-case basis." *D.H. Blair & Co. v. Gottdiener*, 462 F.3d 95, 106 (2d Cir. 2006). When considering whether to transfer an action, some of the factors a district court may consider include: "(1) the plaintiff's choice of forum, (2) the convenience of witnesses, (3) the location of relevant documents and relative ease of access to sources of proof, (4) the convenience of parties, (5) the locus of operative facts, (6) the availability of process to compel the attendance of unwilling witnesses, and (7) the relative means of the parties." *Id.* at 106-07 (internal references omitted).

Here, the majority of the factors are either neutral or favor the Plaintiff, including the Plaintiff's choice of this District, the location of the Plaintiff and a number of Plaintiff witnesses here, the willingness of Plaintiff's counsel to take depositions via remote means for the convenience of counsel and witness, and the ease of accessing this District in the event of in-person attendance at court proceedings. The arguments of Defendants as to their own location, the location of the real property that was sold, and the location of some of the relevant events do not outweigh the other factors sufficiently to counsel in favor of transferring this case to another district.

CONCLUSION

For the reasons stated herein, Defendants' motions to dismiss or transfer are DENIED. Counsel are directed to confer and to submit a joint letter to the Court by **April 17, 2025**, setting forth the parties' views as to (i) the import of the recent settlement agreement in the Stone Brothers LLC bankruptcy proceeding between the Defendants and the bankruptcy trustee regarding the proceeds from the sale of the real property referenced in the Amended Complaint (*see* Dkt. No. 39); and (ii) proposed next steps in this action, including whether referral to the

Magistrate Judge for a settlement conference would be fruitful or whether the parties prefer to begin discovery.

Dated: March 27, 2025
New York, New York

SO ORDERED.

MARGARET M. GARNETT
United States District Judge