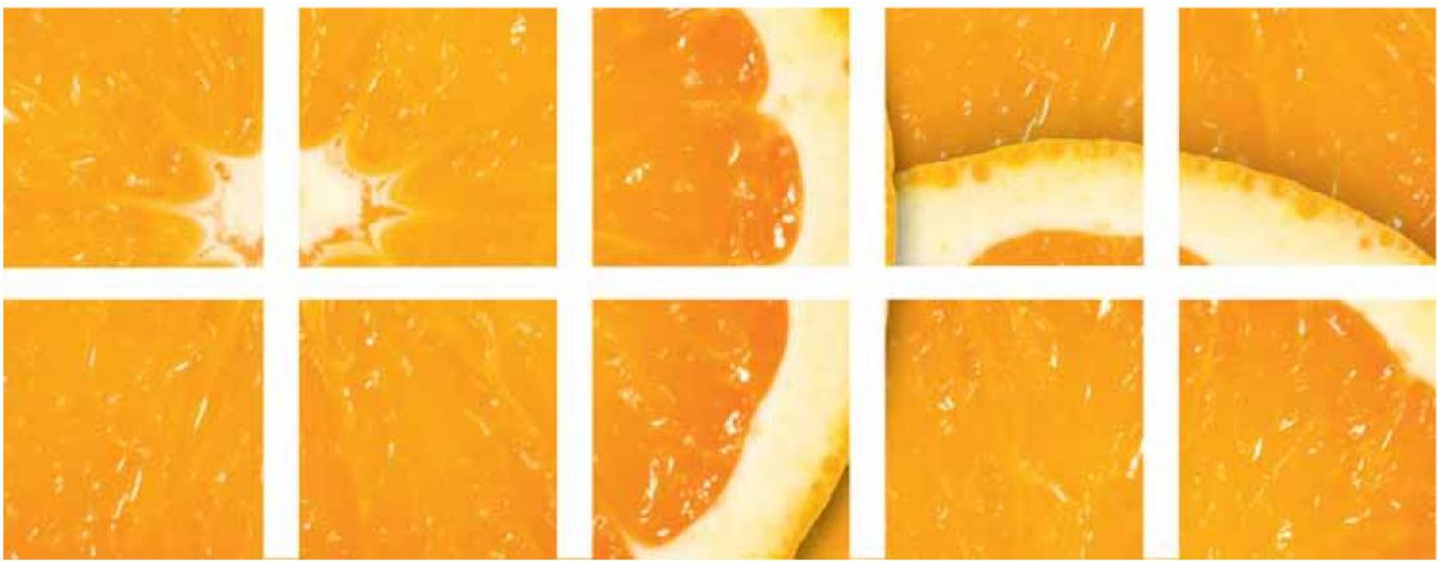
summary plan description

SUPERVALU INC. Retirement Plan
2015



Contents

About This Booklet

This summary of the SUPERVALU INC. Retirement Plan describes the major features of the Plan and is not intended to cover every detail of the Plan. The complete and official terms of the Plan are contained in the document entitled "SUPERVALU INC. Retirement Plan," (the "Plan") as amended from time to time.

The Plan document is the only document that will be used to administer the Plan and resolve any disputes about how the Plan operates. In the event of a conflict between the Plan document and this summary, the terms of the Plan document will control. A copy of the Plan document is available during regular business hours at the business office of your employer or at the business office of SUPERVALU INC. at 11840 Valley View Road, Eden Prairie, MN 55344, Telephone: (800) 969-9688.

Additional information about the Plan may be obtained:

- by writing to:

  SUPERVALU INC.
  Retirement Plan Administrator
  11840 Valley View Road
  Eden Prairie, MN 55344 or;

- by calling 800-969-9688

Overview of Plan

Your financial security at retirement is important to you as well as to SUPERVALU. To fully enjoy your retirement, you need to be comfortable financially. That's where the SUPERVALU INC. Retirement Plan can help.

The plan works with your personal savings, other company retirement/savings plans, such as the SUPERVALU STAR 401(k) Plan, and Social Security to provide you with retirement income.

The Plan is a tax-qualified defined benefit pension plan. Benefits are paid from the assets of a trust. The benefit you receive at retirement is based on your pay and how long you've worked at SUPERVALU or a participating employer.

Over the years, other defined benefit plans have merged into and become part of the SUPERVALU INC. Retirement Plan. Participants in the merged defined benefit plans are considered participants in the SUPERVALU INC. Retirement Plan. The major plans that have been merged into the SUPERVALU INC. Retirement Plan are:

- Albertsons Employees' Corporate Pension Plan
- Shaw's Supermarkets, Inc. Retirement Account Plan
- Fox Grocery Company Employees' Pension Plan for Members of Teamsters Local 538
- Richfood Holdings, Inc. Retirement Plan
- Foodland Distributors Retirement Plan
- Kokomo Pension Plan
- Wetterau Incorporated Pension Plan

Contact the Plan Administrator for a complete list of merged plans.

How to Use This Summary Plan Description

Certain rules and procedures are common to the SUPERVALU INC. Retirement Plan and the merged plans. However, unique rules and procedures have been maintained with respect to some merged plans. Pages 1– 6 of this Summary, which describe the rules and procedures for the SUPERVALU INC. Retirement Plan, apply to all participants including merged participants EXCEPT where unique rules and procedures are specified for the merged plans starting on page 7. Please be sure to refer to the appropriate sections for your situation. The common features that apply to all participants in the Plan without exception begin on page 13.

SUPERVALU INC. Retirement Plan

Eligibility and Participation

This Plan was closed to new participants on December 31, 2007. This means that you are a participant in this Plan only if you satisfied eligibility requirements and entered the Plan on an entry date that was on or before December 31, 2007, or if you were a participant in a merged plan.

Service Crediting

Your Plan benefit is based, in part, on how long you have worked at SUPERVALU and related companies. This period of time is referred to as your service with the company. Service crediting for different purposes in the Plan is described below.

Hours of Service

You earn an hour of service for every hour you work (including overtime for non-exempt employees) for SUPERVALU. If you are an exempt employee, you earn 190 hours of service for each month you work at least one hour. You also earn service hours for paid time away from work, including:

- Vacation
- Holiday
- Illness or disability
- Leave of absence (this includes maternity, paternity and other family medical leaves)

In general, you cannot earn more than 501 hours of service while you are away from work. An exception is military leave. If you return to work from a military leave within the timeframe required by law, you earn hours of service as if you had been working during your leave. You also earn hours of service if you are receiving benefits from a company-sponsored long-term disability plan.

Hours of service are not earned or credited for any period of time during which you received payments for workers' compensation, unemployment, severance or medical expenses.

Credited Service

Credited service is used in the benefit formula to determine your benefit amount. It measures the whole and partial years you work. The maximum credited service amount is 30 years. Credited service was frozen under the Plan on December 31, 2007. This means no service performed after December 31, 2007 will be counted in determining your benefit amount.

You earned one year of credited service for every Plan year in which you had 1,000 or more hours of service. You earned credited service equal to one-twelfth (1/12th) times the number of complete months for any partial Plan year if you worked at a rate of 1,000 hours in that partial Plan year. You did not earn credited service if you worked fewer than 1,000 hours in a completed Plan year.

In some cases, past service with a company acquired by SUPERVALU may be counted as credited service in the Plan. To determine if your service with an acquired employer will be considered part of your total years of credited service in the Plan, please contact the Plan Administrator.

Credited service was not awarded or earned for:

- Personal or unapproved leaves of absence
- Severance or workers' compensation leaves of absence
- Time worked at a nonparticipating employer
- Time after your employment with a participating employer has ended
- Service lost under the break-in-service rules in place before February 24, 1985
- Any period of employment before your receipt of a lump-sum distribution from the Plan (unless you paid back the entire amount of your distribution within the specified time period)
- Union service unless specifically included by a collective bargaining agreement
- Service on or after January 1, 2008

Vesting Service

One year of vesting service is awarded at the end of each calendar year if you have at least 1,000 hours of service.

Vesting service determines when you gain full ownership of your benefit. Generally, you are fully vested in the Plan at the earlier of completion of five years of vesting service or when you reach age 65 during your employment.

Partial years of vesting service are not awarded.

Vesting may also occur for participants actively employed on the date of certain specified changes in control of SUPERVALU INC. You will be notified if this occurs. Active participants on March 21, 2013 were fully vested in their benefit in the Plan.

In some cases, past service with a company acquired by SUPERVALU may be counted as vesting service in the Plan. To determine if your service with an acquired employer will be considered part of your vesting service in the Plan, please contact the Plan Administrator.

Receiving Your Benefit

You are eligible to receive a benefit from the Plan if you are vested. You can choose early, normal or late retirement.

Early Retirement

If you terminate employment after completing 10 years of vesting service and have reached age 55, you are eligible to elect to commence early retirement benefits at any time. If you elect to begin payments at age 62 or later, you are entitled to receive your full normal monthly retirement benefit. If you elect to begin payments before age 62, your normal monthly retirement benefit is reduced as shown on the "early commencement reduction" chart shown on page 3.

Normal Retirement

If you terminate employment after reaching age 65, you are eligible for normal retirement benefits. You are entitled to elect to commence your monthly retirement benefits on the first of the month following the date you retire. Of course, you have the option to continue working after age 65.

Late Retirement

If you work beyond age 65, you won't be entitled to elect to receive payment of the Plan's normal retirement benefit until you terminate employment. If you are still employed after reaching age 70-1/2, your benefit will automatically commence when you terminate employment and it will be actuarially increased to take into account any payments you did not receive between the April 1 following the calendar year in which you attained age 70-1/2 and your termination.

Effective for distributions commenced on or after November 1, 2014, if you defer commencement of your benefit until after age 65, your benefit will be actuarially increased to take into account any payments you did not receive between the later of your attainment of age 65 and the date on which you terminated employment and the date on which your benefit actually commences.

Leaving Before You Are Eligible for Early or Normal Retirement

If you leave the company before you are eligible for early or normal retirement, you still can receive a benefit from the Plan provided you are vested. You are vested if you have five years of vesting service. If you are vested when you terminate employment, you can start receiving payments as early as age 55. In most cases, your benefit will be reduced to reflect that it is paid over a longer period of time. The reduction is based on your age when you start receiving payments and your years of vesting service:

Early Commencement Reductions		
Age at benefit commencement	Benefit if you have 10 or more years	Benefit if you have less than 10 years
65	100%	100%
64	100%	90%
63	100%	82%
62	100%	75%
61	96%	68%
60	92%	63%
59	88%	57%
58	84%	53%
57	80%	49%
56	76%	45%
55	72%	42%

This chart is based on one-year intervals. The actual reduction for participants with 10 or more years of vesting service is one-third of one percent (1/3%) for each month that the first payment precedes the last day of the calendar month in which the participant's 62nd birthday would occur. Interpolation (a mathematical estimate) will be used to determine the actuarial reduction for participants with less than 10 years of vesting service. Other reduction factors may apply for merged plans (see appropriate merged plan section for factors).

Determining Your Benefit

Formula Components

Your benefit is determined by a formula with these components:

- Your final average compensation
- Your credited service
- Your annual covered compensation
- Any benefit to which you are entitled under certain profit sharing or other retirement plans

Final average compensation means your average annual income during your five highest complete consecutive Plan years of recognized compensation. When the Plan year was changed on December 31, 2007, the overlapping periods of February 25, 2007 to February 23, 2008, and January 1, 2008 to December 31, 2008, were both counted as Plan years of recognized compensation.

If you have fewer than five complete consecutive Plan years of recognized compensation, your average annual recognized compensation during completed Plan years is used to determine your final average compensation.

Recognized compensation generally refers to your wages, tips and other pay (including commissions) reported on your W-2, plus your pretax contributions to a 401(k) or flexible benefits plan. Recognized compensation is credited when it is actually paid. Under IRS rules, the maximum annual recognized compensation for 2012 was $250,000.

No compensation after December 31, 2012 is recognized under the Plan.

Recognized compensation does not include:

- Deferred compensation (except for STAR 401(k) Plan deferrals)
- The value of stock options, stock appreciation rights and other long-term incentive plans
- Severance pay and other termination pay

Your years of credited service (up to a maximum of 30) and covered compensation are used to calculate your benefit amount. Covered compensation is based on the average Social Security wage base for your year of birth and your year of termination. Covered compensation changed each year through the 2012 Plan year.

The following table lists the covered compensation amounts for participants who terminate employment in 2012 or later:

Annual Covered Compensation			
Birth Year	Covered Compensation	Birth Year	Covered Compensation
1938	$43,992	1959	$93,600
1939	$46,344	1960	$95,160
1940	$48,816	1961	$96,660
1941	$51,348	1962	$98,064
1942	$53,952	1963	$99,468
1943	$56,628	1964	$100,824
1944	$59,268	1965	$102,096
1945	$61,884	1966	$103,284
1946	$64,560	1967	$104,364
1947	$67,200	1968	$105,324
1948	$69,696	1969	$106,176
1949	$72,096	1970	$106,896
1950	$74,400	1971	$107,556
1951	$76,620	1972	$108,192
1952	$78,744	1973	$108,768
1953	$80,808	1974	$109,224
1954	$82,824	1975	$109,584
1955	$86,664	1976	$109,812
1956	$88,524	1977	$109,908
1957	$90,300	1978	$110,004
1958	$91,980	1979 and later	$110,100

Offset

Under this formula, your benefit from the Plan is reduced (offset) if you have an Adjusted Regular Account in this Plan or a benefit in certain designated plans (such as the Food Giant annuity) adopted by a subsidiary or former subsidiary of SUPERVALU.

You have an Adjusted Regular Account under the Plan if you were a participant in certain profit sharing plans that merged into this Plan.

For a complete listing of merged profit sharing plans, please contact the Plan Administrator.

Your Benefit Amount

The amount of your retirement benefit is determined as follows:

Benefit Formula	
Step 1	Multiply your final average compensation by 1% (.01)
Step 2	Multiply the result of Step 1 by your years of credited service (up to 30 years)
+	*If your final average compensation is greater than your covered compensation:*
Step 3	Multiply your final average compensation in excess of your covered compensation (see previous table) by 0.4% (.004)
Step 4	Multiply the result of Step 3 by your years of credited service (up to 30 years)
=	Your annual (lifetime) benefit

Your minimum monthly benefit is calculated as:

$15 x your years of credited service (up to 30 years)

You will receive this benefit if it is a greater amount than the calculation above.

Example: Normal Retirement

Assume you retire in 2012 at age 65, have 20 years of credited service and final average compensation of $80,000. The Social Security covered compensation for your birth year is $67,200.

Step 1	$80,000 (final average compensation) x 1% (.01)= $800
Step 2	$800 x 20 (credited service) = $16,000
+	
Step 3	$12,800 (final average compensation minus covered compensation) x .4% (.004) = $51.20
Step 4	$51.20 x 20 (credited service years) = $1,024
=	$17,024 (your annual lifetime benefit) or a monthly lifetime benefit of $1,418.67

Example: Early Retirement

Assume you retire in 2012 at age 60 with 20 years of vesting service and credited service and final average compensation of $80,000. Covered compensation for your birth year is $78,744.

Step 1	$80,000 (final average compensation) x 1% (.01) = $800
Step 2	$800 x 20 (credited service) = $16,000
+	
Step 3	$1,256 (final average compensation minus covered compensation) x .4% (.004) = $5.02
Step 4	$5.02 x 20 (credited service) = $100.40
=	$16,100.40 (your unreduced annual lifetime benefit payable at age 62) Since you opt for early payment from the plan and have more than 10 years of vesting service, your early retirement benefit will be 92% of the unreduced amount. $16,100.40 x 92% (.92) = $14,812.37, your reduced annual lifetime benefit. You'd receive a monthly lifetime benefit of $1,234.36.

Becoming Disabled While Employed

If you became disabled while employed and were earning a benefit under the Plan, you continued to earn benefits under the Plan based on the following disability rules:

Disability Prior to January 1, 2003

You are considered disabled under the Plan only if you were considered disabled (or would have met the definition of disability) under the Employer's separate Long Term Disability Plan.

If you became disabled prior to January 1, 2003 and you remained disabled and did not claim or accept early retirement benefits as of December 31, 2007, then for your period of disability you will be treated as though:

- You continued to earn credited service until December 31, 2007
- You continued to receive compensation at the annual rate in effect at the time of your disability until the earlier of your normal retirement date (age 65) or December 31, 2012
- You did not terminate employment

Disability on or After January 1, 2003

You are considered disabled under the Plan only if, within twenty-four (24) months after your last day worked, you provide an official written determination by the Social Security Administration that you are eligible for disability benefits under the federal Social Security Act.

If you became disabled on or after January 1, 2003 and you remained disabled as of December 31, 2007, then for your period of disability you will be treated as though:

- You continued to earn credited service until December 31, 2007
- You continued to receive compensation at the annual rate in effect at the time of your disability until the earlier of your normal retirement date (age 65) or December 31, 2012
- You did not terminate employment

The Plan Administrator may request from time to time that you provide proof of continued Social Security disability benefits. If you fail to provide such proof within a reasonable time, benefits shall cease effective as of the date of the Plan Administrator's request.

Procedural Rules

To receive the benefits described in this section, you must do the following:

- Notify the Plan Administrator
- Furnish proof of disability as requested

If you are not covered by the special rules described in this section, you will be treated as having terminated employment under the Plan on the date of your disability.

Benefits In The Event of Death

If You Die While Employed

If you die while still employed, your benefit is automatically 100% vested. If you are married as of the date of your death (and have been married for at least a year) your spouse will receive a monthly survivor annuity equal to the survivor benefit that he or she would have received if you had elected the 50% Joint and Survivor Annuity and had then immediately died. If you are less than age 65 at death, your spouse can elect to commence this benefit as of the first of any month before the date you would have reached age 65. If you are age 65 at death, this benefit will automatically commence on the first of the month following your death. However, see special rule on the following page for participants with profit sharing accounts in the Plan.

If you are in a domestic partner relationship, as defined in the Plan, on the date of your death (and have been in this relationship for at least a year), your benefit is automatically 100% vested and your domestic partner will receive a monthly survivor annuity equal to the survivor benefit as if you had elected the 50% Joint and Survivor Annuity with your domestic partner as the named beneficiary and then had immediately died. Your domestic partner can elect to commence this benefit as of the first of any month following your death, but no later than the first day of December in the year following the year of your death. In lieu of the survivor annuity, your domestic partner can elect to receive the survivor benefit in the form of a lump sum. If your domestic partner chooses to receive his or her survivor benefit in the form of a lump sum, he or she can elect to receive this benefit at any time, but no later than the last day of December in the fifth year following the year of your death. If you are age 65 at death, this benefit will commence on the first of the month following your death.

If You Die After Terminating Employment

If you die after termination of employment with five or more years of vesting service and before receiving any payments from the Plan and you are married (and have been married for at least a year as of the date of your death), your spouse is entitled to receive a monthly survivor annuity equal to the survivor benefit as if you had elected the 50% Joint and Survivor Annuity (reduced as shown below) and then had immediately died. This benefit will not be provided if you have rejected this survivor benefit after your termination of employment.

Benefits will be commenced at the time elected by your spouse but no earlier than the earliest date you could have commenced benefits under the terms of the Plan and no later than the date you would have reached age 65.

For a same-sex (non-spouse) domestic partner, the death benefit will be made in the form of a single life annuity or lump sum. Benefits must be commenced for a same-sex domestic partner no later than the first of the month of the last month of the calendar year after your death (if annuity), or no later than the December 31st of the fifth year of the calendar year of your death (if lump sum elected).

To cover the cost of the survivor benefit coverage your benefit may be subject to certain reductions. You will receive a written notice outlining your rights to reject the survivor benefit coverage and the reductions that may apply along with a calculation of your vested benefits after your termination of employment.

If you die after terminating employment and before receiving any payments from the Plan and you are unmarried or have been married for less than one year, and you do not have a domestic partner (for at least a year and as defined in the Plan) no benefit is payable from the Plan.

If You Die After You Begin Receiving Benefits

If you die after you have begun receiving payments from the Plan, survivor benefits are determined according to the payment form that you selected. For example, if you are receiving benefits in the form of a 100% Joint and Survivor Annuity, your joint annuitant will receive benefit payments for life of 100% of the amount you were receiving during your life.

Your joint annuitant could be your spouse or someone other than your spouse if you were unmarried when benefits began or you were married and your spouse consented to another joint annuitant.

Or, if you elected to receive benefits in the form of a 5-Year Term Certain and Life Annuity (with spousal consent if you were married) and you die before the end of 5 years, your designated beneficiary will receive the remaining payments during the 5-year term.

If you choose a certain and life annuity and die without the proper designated beneficiary form on file, or the person you named as beneficiary dies before you, the remaining payments within the term of the annuity will be paid in this order to your:

- Surviving Spouse
- Surviving Children per stirpes and not per capita
- Surviving Parents in equal shares
- Surviving Brothers and Sisters in equal shares
- Estate

Death Benefits for Participants With Profit Sharing Accounts

If you are a participant with a profit sharing account and you die before you have begun receiving payments from the Plan, your designated beneficiary will receive your account balance.

If you are married, your designated beneficiary must be your spouse unless your spouse has consented after proper notice to your designation of another beneficiary.

If you are unmarried and have not designated a beneficiary, your beneficiary will also be determined by the order of surviving members listed above.

Special Rules for Domestic Partners

In order to be entitled to a preretirement death benefit as a domestic partner, a same-sex domestic partner must be designated on a written Affidavit of Domestic Partnership form acceptable to the Plan and received by the Plan prior to your death. If you live in a state that permits civil unions or registration of same-sex relationships, you must register your domestic partner in order for your domestic partner to receive the preretirement death benefit. You must have been in the domestic partner relationship for at least one year before your death for your domestic partner to be entitled to a preretirement death benefit. If you wish to designate a domestic partner for this purpose, please contact the Plan Administrator for the forms.

The death benefit payable to your domestic partner will be paid as a single life annuity or, at the option of the domestic partner, a lump sum. The benefit must be commenced no later than the December 1 after your death (if the benefit is to be paid as an annuity) or no later than December 31 of the fifth year after the calendar year of your death (if the benefit is to be paid as a lump sum). Your domestic partner must apply for the benefit and provide documentation as requested by the Plan Administrator. You must notify the Plan Administrator in writing if you have filed an Affidavit of Domestic Partnership and the relationship ends.

Rules for Merged Plans

Albertsons Employees' Corporate Pension Plan (merged on 12/31/2007)

Participation in this merged plan by nonunion employees was frozen on August 1, 1999, and benefit accruals for nonunion employees ceased in this plan effective May 27, 2006. Eligibility and accruals continued for union groups whose collective bargaining agreements so provided through March 21, 2013. Accrued benefits for these merged participants are determined as follows:

1. For service as an hourly employee, the accrued benefit is based on Years of Corporate Credited Service and on compensation. The benefit is equal to the sum of (a), (b), (c) and (d), but subject to adjustments and limitations of (e) and (f):
    a) $7 multiplied by credited service earned prior to 1/1/1971
    b) $14 multiplied by credited service earned from 1/1/1971 to 1/31/1991
    c) One-twelfth (1/12) of one percent (1%) of annual compensation in excess of $12,000 but less than or equal to $30,000 from 2/1/1976 to 1/31/1988 and One-twelfth (1/12) of one percent (1%) of annual compensation in excess of $12,000 but less than or equal to $40,000 from 2/1/1988 to 1/31/1991
    d) One-twelfth (1/12) of one and one-half percent (1.5%) of annual compensation that is not in excess of $45,000 for each Year of Service ending subsequent to 1/31/1991 provided, that in no event shall the benefit be less than $15 multiplied by credited service earned during such Year of Service
    e) Additions for accruals determined as of 1/31/1982 under the merged Albertson's Employees' Pension Plan and the Albertson's Southco Employees' Pension Plan
    f) Reductions (up to certain limits) for the actuarial equivalent of the ASRE II account in the SUPERVALU STAR 401(k) Plan (previously, the Company Contributions on Pay Account in the Albertson's Savings & Retirement Estates II)
2. For service as a salaried employee, the accrued benefit is based on Years of Salaried Credited Service. The benefit is equal to (a) but subject to adjustments and limitations of (b) and (c):
    a) 1.35% of average compensation multiplied by credited service on or after 2/1/1989
    b) Additions for accruals determined as of 1/31/82 under the merged Albertson's Employees' Pension Plan and the Albertson's Southco Employees' Pension Plan
    c) Reductions (up to certain limits) for the actuarial equivalent of the ASRE II account in the SUPERVALU STAR 401(k) Plan (previously, the Company Contributions on Pay Account in the Albertson's Savings & Retirement Estates II)

The following unique rules and procedures apply to benefits payable from the Plan:

- Normal retirement date is age 62
- Early retirement available at age 55 with 10 or more years of vesting service
- Early reduced benefit based on schedule below
- Actuarial increases for delayed commencement after normal retirement age
- No reductions for the Pre-Retirement Survivor Annuity
- Death benefit is the survivor portion of the 100% Joint and Survivor Annuity and payable at the participant's earliest retirement age
- Certain Acme Local #169 retirees have a $2,000 lump sum death benefit

Albertsons Early Commencement Reductions	
Retirement Age	Benefit
62	100%
61	94%
60	88%
59	82%
58	76%
57	70%
56	64%
55	58%

Shaw's Supermarkets, Inc. Retirement Account Plan (merged 12/31/2006)

Participation in this merged plan by non-union employees was frozen on December 31, 2000. Participation by members of Local 1445 was frozen on December 31, 2001, and participation by members of the Wells union was frozen on December 31, 2004.

Annual pay credits to all cash balance accounts ceased on September 30, 2006.

Annual investment credits to accounts continue based on the 1-year T-bill rate as of the last business day of the prior calendar year plus 1.5% with a minimum guaranteed rate of 6% and a maximum of 12%.

The accrued benefits of these merged participants are the actuarial equivalent of their cash balance accounts on the date benefit payments begin.

The following unique rules and procedures apply to benefits payable from the Plan:

- Normal retirement date is age 62
- Early retirement available at age 55 with 10 or more years of vesting service
- Disability retirement available at any age based on eligibility for Social Security disability benefits
- Early benefit based on converting cash balance account by immediate annual annuity factor below. Exceptions for pre-1991 vested plan benefits
- No reductions for the Pre-Retirement Survivor Annuity
- Death benefit is either a Lump sum, Single Life Annuity, or 10-Year Term Certain Annuity payable to surviving spouse or beneficiary on the first of the month following date of death
- Lump sum option is available at retirement

Shaw's RAP Immediate Annual Annuity Factors	
Retirement Age	Factor
62	10.36244
61	10.58539
60	10.80034
59	11.00702
58	11.20537
57	11.39554
56	11.57792
55	11.75303

Fox Grocery Company Employees' Pension Plan for Members of Teamsters Local 538 (merged 12/27/2003)

In addition to members of Teamsters Local 538, participants in this merged plan include participants merged from the collectively bargained plans: (i) Fox Grocery Company Employee's Pension Plan for Members of Teamsters Local 110, and (ii) Wetterau N.E. Inc. Retirement Plan for Portland Warehouse and Trucking Employees in the Bargaining Unit, which were merged into this plan on July 15, 2001. All accrued benefits in this plan and these merged plans were frozen prior to July 15, 2001.

Accrued benefits of these merged participants are determined under the formula in effect in the applicable merged plan at the time of their termination of employment.

The following unique rules and procedures apply to benefits payable to merged participants from the Plan for Local 538 and Local 110:

- Normal retirement date is age 65
- Early retirement benefit available at age 55 with 10 or more years of vesting service
- Early reduced benefit based on schedule below
- No reductions for the Pre-Retirement Survivor Annuity
- Death benefit is the survivor portion of the 50% Joint and Survivor Annuity payable at the participant's earliest commencement age
- Lump sum option and 20-Year Term Certain Annuity are available at retirement. 5-Year Term Certain Annuity is not available

Fox Grocery Early Commencement Reductions	
Retirement Age	Benefit
65	100%
64	94%
63	88%
62	82%
61	76%
60	70%
59	64%
58	58%
57	52%
56	46%
55	40%

The following unique rules and procedures apply to merged participants from the Portland Warehouse and Trucking Employees Plan:

- Normal retirement date is age 62
- Early retirement benefit available at age 52 with 10 or more years of vesting service
- Early benefit based on benefit level at time of termination reduced by $0.30 per year prior to age 62 times credited service
- No reductions for the Pre-Retirement Survivor Annuity
- Death benefit is the survivor portion of the 50% Joint and Survivor Annuity payable at the participant's earliest commencement age
- 15-Year Term Certain Annuity is not available

Retirement Benefit Level Amounts	
Term on or After	Benefit Level
12/01/1989	$18.00
12/01/1990	$19.00
12/01/1991	$20.00
12/01/1992	$21.00
12/01/1993	$22.00

Richfood Holdings, Inc. Pension Plan (merged 02/23/2002)

The merged Richfood Holdings, Inc. Pension Plan consisted of the Richfood Component, the Super Rite Component and the Rotelle Component. The plan benefit formula was amended for participants with service on or after April 1, 2000, to mirror the SUPERVALU INC. Retirement Plan formula, but depending on which component the participant was covered by, the accrued benefit was determined differently. For participants with no service after March 31, 2000, the accrued benefit was the amount determined under the plan as of their termination date.

Richfood Component:

For participants in the Richfood Component with service on or after April 1, 2000, the accrued benefit is the amount determined under the benefit formula in the SUPERVALU INC. Retirement Plan based on combined service before and after April 1, 2000, but not less than the accrued benefit under the Richfood Component as of March 31, 2000. Also preserved is an early retirement temporary supplemental benefit payable until age 65.

The accrued benefit in the Richfood Component is equal to one percent (1%) of credited monthly compensation multiplied by credited service, plus three-fourths percent (.75%) [sixty-five hundredths percent (.65%) for HCE's] of credited monthly compensation in excess of covered compensation multiplied by credited service. The early retirement temporary supplemental benefit is equal to three-fourths of one percent (.75%) of credited monthly compensation (not in excess of covered compensation) multiplied by credited service calculated at the later of early retirement or age 62 and payable until the earlier of the participant's age 65 or death.

The following unique rules and procedures apply to benefits payable to a merged participant from the Richfood Component:

- Normal retirement date is age 65
- Early retirement benefit available when Rule of 70 is met (age + credited service >= 70)
- Early reduced benefit based on schedule below
- No reductions for the Pre-Retirement Survivor Annuity
- Death benefit is the survivor portion of the 50% Joint and Survivor Annuity payable at the participant's earliest commencement age

Richfood Early Commencement Reductions	
Retirement Age	Benefit
65	100%
64	94%
63	88%
62	82%
61	76%
60	70%
59	64%
58	58%
57	52%
56	46%
55	40%

Super Rite Component:

For participants in the Super Rite Component with service on or after April 1, 2000, the accrued benefit is the sum of (i) the amount determined under the benefit formula in the SUPERVALU INC. Retirement Plan based on service on and after April 1, 2000, and (ii) the accrued benefit under the Super Rite Component as of March 31, 2000.

The accrued benefit under the Super Rite Component is:

$30.00 multiplied by benefit service from 02/01/1999 to 03/31/2000; plus

$12.75 multiplied by the previous 15 years of benefit service; plus

$16.00 multiplied by the next 15 years of prior benefit service; plus

$17.00 multiplied by any remaining years of benefit service

The following unique rules and procedures apply to benefits payable to a merged participant from the Super Rite Component:

- Normal retirement date is age 65
- Early retirement benefit available at age 62
- Early reduced benefit based on schedule below
- No reductions for the Pre-Retirement Survivor Annuity
- Death benefit is the survivor portion of the 50% Joint and Survivor Annuity payable at the participant's earliest commencement age

Super Rite Early Commencement Reductions	
Retirement Age	Benefit
65	100%
64	93%
63	86%
62	80%

Rotelle Component:

The Rotelle Inc. Defined Benefit Plan was merged into the Richfood Component on April 30, 1999, and benefit accruals under the Rotelle Component ceased as of April 30, 1999. The accrued benefit of participants in the Rotelle Component is the benefit determined under the formula in effect under the Rotelle plan as of April 30, 1999.

The following unique rules and procedures apply to merged participants from the Rotelle Component:

- Normal retirement date is age 65
- Early retirement benefit is available at age 55 with 5 or more years of vesting service
- Early reduced benefit based on schedule below
- Offset for any Teamsters plan benefit accrued prior to September 1, 1987
- No reductions for the Pre-Retirement Survivor Annuity
- Death benefit is the survivor portion of the 50% Joint and Survivor Annuity payable at the participant's earliest commencement age
- Lump sum option available at retirement

Rotelle Early Commencement Reductions	
Retirement Age	Benefit
65	100%
64	100%
63	100%
62	100%
61	100%
60	100%
59	94%
58	88%
57	82%
56	76%
55	70%

Foodland Distributors Retirement Plan (merged 05/31/1999)

For merged participants with service on or after June 1, 1999, the accrued benefit is the amount determined under the benefit formula in the SUPERVALU INC. Retirement Plan based on combined service before and after June 1, 1999, but not less than the accrued benefit under the merged Foodland plan as of May 31, 1999.

For participants with no service after May, 31, 1999, the accrued benefit is the amount determined under the Foodland plan as of their termination date.

The following unique rules and procedures apply to benefits payable to these merged participants:

- Normal retirement date is age 65
- Early reduced benefit based on schedule below
- Annuity offset for any parent plan benefit
- No reductions for the Pre-Retirement Survivor Annuity
- Death benefit is the survivor portion of the 50% Joint and Survivor Annuity payable at the participant's earliest commencement age
- Additional convertible joint & survivor annuities are available
- 5-, 10- and 15-Year Term Certain annuities are not available

Foodland Early Commencement Reductions	
Retirement Age	Benefit
65	100%
64	94%
63	88%
62	82%
61	76%
60	70%
59	64%
58	58%
57	52%
56	46%
55	40%

Kokomo Pension Plan (merged 12/31/1996)

For merged participants with service on or after January 1, 1997, the accrued benefit is the amount determined under the benefit formula in the SUPERVALU INC. Retirement Plan based on combined service before and after January 1 1997, but not less than the accrued benefit under the merged Kokomo plan as of December 31, 1996.

For participants with no service after December 31, 1996, the accrued benefit is the amount determined under the Kokomo plan as of their termination date.

The following unique rules and procedures apply to benefits payable to these merged participants:

- Normal retirement date is age 65
- Early reduced benefit if 5 years of vesting service and hired after 1/1/1987; and 10 or more years of vesting service if hired prior to 1/1/1987 based on schedule below
- No reductions for the Pre-Retirement Survivor Annuity
- Death benefit is the survivor portion of the 50% Joint and Survivor Annuity payable at the participant's earliest commencement age
- 5- and 15-Year Term Certain annuities are not available

Kokomo Early Commencement Reductions	
Retirement Age	Benefit
65	100%
64	89%
63	80%
62	72%
61	65%
60	59%
59	53%
58	48%
57	44%
56	40%
55	36%

Wetterau Inc. Pension Plan (merged 11/01/1994)

For merged participants with service on or after November 1, 1994, the accrued benefit is the amount determined under the benefit formula in the SUPERVALU INC. Retirement Plan based on combined service before and after November 1, 1994, but not less than the accrued benefit under the merged Wetterau plan as of October 31, 1994.

For participants with no service after October 31, 1994, the accrued benefit is the amount determined under the Wetterau plan as of their termination date.

For merged participants from the Fox Grocery Company Employees' Pension Plan on December 27, 1986, the accrued benefit is determined under the benefit formula in the Fox plan as of October 31, 1994.

For merged participants who were employed in the Belle Vernon division of Wetterau Inc. on July 24, 1992, and subsequently transferred to the employer's Pittsburgh division, service in the Pittsburgh division is excluded from recognized employment under the SUPERVALU INC. Retirement Plan formula and only compensation paid by an entity within the controlled group of the employer is counted in the benefit formula.

The following unique rules and procedures apply to benefits payable to these merged participants:

- Normal retirement date is age 65
- Early reduced benefit based on schedule at right
- No reductions for the Pre-Retirement Survivor Annuity
- Death benefit is the survivor portion of the 50% Joint and Survivor Annuity payable at participant's earliest commencement age
- Lump sum is available at termination for prior Fox Grocery Plan participants

Wetterau Early Commencement Reductions	
Retirement Age	Benefit
65	100%
64	90%
63	82%
62	75%
61	68%
60	63%
59	57%
58	53%
57	49%
56	45%
55	42%

Amendment and Termination Rights

SUPERVALU has reserved the right to amend the Plan either prospectively or retroactively or both (i) in any respect by its Board of Directors, (ii) in any respect that increases or decreases the cost of the Plan by more than $5 million dollars by action of the Benefit Plans Committee with the concurrence of the Executive Benefit Committee, and (iii) in any respect that does not increase or decrease the cost of the Plan by $5 million dollars or less by action of the Benefit Plans Committee. In no event will any amendment be effective to reduce or divest the accrued benefit of any participant unless the amendment is adopted with the consent of the Secretary of the Department of Labor or to comply with provisions of the Internal Revenue Code affecting the tax-qualified status of the Plan. The Board of Directors has the right to terminate this Plan at any time.

Special Exception for Change in Control

The Plan may not be terminated or amended for 1 year after a change in control (as defined in the Plan) in any way that would adversely affect the rights, expectancies or benefits provided by the Plan in effect as of the change in control.

Applying for Your Benefit

Generally, payments will not begin from the Plan until you submit an application. If you meet the criteria specified in the Plan, your payments may begin as early as the first day of the month following your termination from employment. Exceptions:

- If the present value of your benefit is less than $5,000 when you terminate employment, you will be entitled to elect to receive your benefit in the form of a cash distribution or a rollover by submitting an application. However, even if you do not return your application, your benefit will be automatically commenced. The form of this automatic distribution depends on the present value of your benefit at the time of your termination. If the lump sum present value of your benefit is less than or equal to $1,000, you will receive a payment in the form of a lump sum. If the lump sum present value of your benefit is more than $1,000 but less than or equal to $5,000, your payment will be automatically directed to an individual retirement plan designated by the Plan Administrator.
- If you have terminated employment, payments will automatically begin the January 1st following the calendar year in which you turn age 70-1/2.

Returning to Work After Retiring

If you retire, begin receiving payments from the Plan and then return to work for SUPERVALU, you can continue to receive your retirement payments. If you leave the company, but are rehired before you begin receiving payments from the Plan, payments do not begin until you are again eligible for payments after termination of employment.

Benefit Payments

The Plan has a normal form of payment as well as other optional forms of payment. Your marital status determines your normal form of payment. You automatically receive your benefit in the normal form unless you (and, if married, your spouse) waive the normal form and elect an optional form. Monthly payments under the various forms of payment are determined using actuarial factors based on life expectancies and interest rate assumptions.

If you want to waive the normal form of payment, you must do so within 180 days before the start of scheduled payments. If you submit a waiver and then change your mind, you can cancel your waiver at any time during that 180-day period.

If Married

If you are married, the normal form of benefit payment is the 100% Qualified Joint and Survivor Annuity. This means you receive a monthly payment for the rest of your life and, after your death, your spouse continues to receive payments equal to 100 percent of the amount you received. Your benefit under this form is actuarially reduced to cover both your and your spouse's lifetime. The actual reduction depends on your age and your spouse's age when benefits begin.

You may choose an optional form instead of this payment method provided you have your spouse's written, notarized consent. Your spouse's waiver must specify a beneficiary (if applicable) and the form of benefit payment to be made. This cannot be changed without the consent of your spouse. You are not required to provide spousal consent if it is established that you have no spouse, are legally separated or other circumstances specified by law apply.

If Unmarried

If you are single, the normal form of benefit payment is the Single Life Annuity. You are provided monthly income for your life and payments stop when you die.

Optional Forms of Payment

Single or married, you may choose an optional payment method. However, if married, you must get your spouse's consent to choose an optional payment form. You may choose one of the following forms:

- Single Life Annuity
- 100% Qualified Joint and Survivor Annuity
- 5-, 10- or 15-Year Term Certain and Life Annuity
- Survivor annuity (a joint annuity followed by a survivor annuity) in an amount equal to 50 percent or 100 percent of the joint annuity

- Single-sum settlement if you have a Converted Optional or Regular Profit Sharing Account under the Plan, or if your Adjusted Regular Account is used to offset your Plan benefit
- Single-sum settlement if you were previously covered under the Fox Grocery Company Employees' Pension Plan, the Shaw's Supermarkets, Inc. Retirement Account Plan or the Rotelle Inc. Pension Plan

Other optional forms of payment may be permitted or required under the terms of the merged plans described in this Summary. If your benefit has been accrued under one of these merged plans, please review the section of this Summary specific to your benefit for your optional forms of payment.

Beginning January 1, 2008, the Plan is required to limit certain forms of accelerated benefit distributions (such as lump sum or Social Security income leveling options) if the funding level of the Plan is below 80%. You will be notified if the Plan benefit forms are under restriction. If the funding level is below 60%, the Plan will not be able to pay lump sums or accelerated distributions, nor shutdown benefits or unpredictable contingent event distributions. These benefit forms are also not available if the Plan Sponsor files for bankruptcy.

If Your Benefit is Small

If the value of your benefit expressed as a lump sum is $1,000 or less, you are entitled to elect to receive the benefit in cash or roll it over to an eligible retirement plan. If you do not make an election, you will automatically receive your benefit directly in lump sum.

If the lump sum present value of your benefit is more than $1,000 but less than or equal to $5,000 when you leave, you are entitled to receive a lump sum payment that you can elect to receive in cash or roll over to an eligible retirement plan. If you do not make an election, your payment will be automatically directed to an individual retirement plan designated by the Plan Administrator.

Information About Optional Forms

You'll receive a written explanation about the forms of payment available under the Plan after you apply for retirement or terminate and apply for your benefit. This explanation includes details about the terms, conditions and effect of each payment method. It also explains that you can reject the normal form of payment for an optional form; you have cancellation rights once you've submitted a waiver; and you must get spousal consent to choose an optional form of payment.

Federal pension laws limit the amount of qualified plan benefits you can receive from this Plan in combination with other qualified retirement/savings plans. You will be notified if these limits affect you. Additional rules may apply. For example, if you are more than 10 years older than the person you wish to receive your non-spouse survivor annuity, restrictions may apply. Contact the Plan Administrator for more information.

QDRO Procedure

If you are married and you and your spouse obtain a divorce, a court may issue a domestic relations order dividing your retirement benefit. To obtain, without charge, a copy of the QDRO procedures used to determine whether a domestic relations order is a QDRO and a model QDRO, please contact the Plan Administrator.

Veterans Rights

If you leave employment with a participating employer to serve in the uniformed services and then are rehired by the employer within certain time limits the Uniformed Services Employment and Reemployment Rights Act ("USERRA") provides you with certain rights under the Plan. In addition, if you are unable to return to employment after uniformed services on account of disability or death, you have certain rights under the Heroes Earnings Assistance and Relief Tax Act ("HEART"). If your employment is interrupted by uniformed service, please contact the Plan Administrator for additional information regarding your rights under USERRA and HEART.

Claims Procedure

If you believe you may be entitled to benefits, or you are in a disagreement with any decision regarding your benefits, you may file a claim with the Plan Administrator. Subject to the terms in an applicable collective bargaining agreement, if you do not file a claim or follow the claims procedures, you will give up legal rights, including your right to sue over your claim.

Initial Claim and Decision

Your claim for benefits must be in writing, must include the facts and arguments you want considered, and must be filed within one year of the date you knew (or should have known) the facts behind your claim. The Retirement & Savings Plans Administrative Committee (the "Committee") has 90 days after receiving your claim to make a decision and notify you if your claim is denied in whole or in part. Your notice of denial will state the reasons for the denial, the plan provisions on which the denial is based, a description of additional material (if any) needed from you and why, the procedure for requesting a review of the denial, and your right to file a civil action under section 502(a) of ERISA if your claim is denied upon review.

Request for Review and Decision

If you disagree with the denial of your claim, you may file a request for a review of that decision. Your request must be in writing to the Committee for retirement plans, must state the reason you disagree with the denial of your claim, and must be filed within 60 days after you received the denial. You should submit all documents and written arguments you want considered at the review; and you may, upon request and free of charge, receive copies of documents and information relevant to your claim. The Committee has 60 days after receiving your request to make a decision and notify you if the denial is upheld. If the Committee decides that your claim was correctly denied, your notice will state the reasons for the denial, the plan provisions on which the denial is based, your right to receive – upon request and free of charge – reasonable access to and copies of the relevant documents and information used in the claims process, and your right to file a civil action under section 502(a) of ERISA.

Extensions of Time Periods

If you are notified what special circumstances require an extension and what date the claim is expected to be decided, the 90-day period for deciding an initial claim may be extended for up to 90 additional days and the 60-day period for making a decision following a request for a review may be extended for up to 60 additional days. If an extension of the 60-day period is necessary because you need to submit additional information, you will be given 60 days to provide that information. The time it takes you to provide that information will not count against the 60 days the Committee has to make its decision.

In General

The Committee will make all decisions on claims and review of claims. The Committee has the sole discretion, authority, and responsibility to decide all factual and legal questions under the Plan, to interpret and construe the Plan and any ambiguous or unclear terms, and to determine whether a claimant is eligible for benefits and the amount of the benefits, if any, a claimant is entitled to receive. The Committee may hold hearings and has the right to delegate its authority to make decisions. The Committee may rely on any applicable statute of limitations as a basis to deny a claim.

The Committee's decisions are conclusive and binding on all parties. You may, at your own expense, have an attorney or representative act on your behalf, but the Committee has the right to require a written authorization from you.

Exhaustion of Administrative Remedies

Before commencing legal action to recover benefits, or to enforce or clarify rights, you must completely exhaust the Plan's claim and review procedures.

Time Limits for Commencing Legal Action

If you file a claim within the required time, complete the entire claims procedure, and the Committee denies your claim after you request a review, you may sue over your claim (unless you have executed a release on your claim). You must, however, commence that suit within 30 months after you knew or reasonably should have known of the facts behind your claim or, if earlier, within 6 months after the claims procedure is completed.

Choice of Forum

All controversies, disputes, claims, or causes of actions arising under or related to the Plan must be brought in the United States District Court for the District of Minnesota.

Administrative Information

Current Address

You, or your beneficiary, are responsible for providing your most current address to SUPERVALU. All Retirement Plan information will be sent to that address. It is important for you to keep SUPERVALU informed of your current address. If you cannot be reached at the address on file or do not respond to company mailings, you could lose your entire benefit.

Competency

SUPERVALU assumes anyone receiving benefits under this Plan is mentally competent and of age until a written notice stating otherwise is received. If a person receiving benefits is found to be unable to properly care for his or her affairs or is a minor, payments will be made to the legally appointed guardian, conservator or representative. Any payment made under these conditions satisfies the Plan's obligation in full.

Tax Considerations

This Plan is tax qualified as a defined benefit retirement plan under the Internal Revenue Code. As a result, distributions from the Plan may be entitled to special tax treatment. In general, if as monthly income from an annuity, you (or your joint annuitant or beneficiary) pay federal and/or state income taxes on the payments at your regular tax rate. In addition, if you receive a lump-sum payment, SUPERVALU is required to automatically withhold 20 percent of your payment unless you request direct transfer to an Individual Retirement Account or to another qualified plan.

Expenses

Reasonable expenses of administering the Plan shall be paid out of the fund, unless SUPERVALU, at its discretion, pays them directly.

No Assignment of Benefits

Per federal law, your benefit cannot be reached by creditors (by garnishment or any other process) while it is held in trust. Also, you may not pledge or assign your benefit to anyone else while it is being held in trust. For example, you cannot use your benefit as collateral for a loan.

Correction of Errors

Errors may occur during the administration of the Plan which may result in an incorrect statement or payment of benefits. If an administrative error occurs, the amount of the benefits available to you shall be the correct amount determined under the terms of the Plan, and future benefits to you will be adjusted to reflect any prior mistakes under rules adopted by the Committee. If no further benefits are payable under the

Plan, your employer may take reasonable steps to collect such overpayments on behalf of the Plan. In no event will the Plan be liable to pay any greater benefit in respect of any participant or beneficiary than that which would have been payable on the basis of true representations by the participant or beneficiary and the express terms of the Plan.

Pension Benefit Guaranty Corporation (PBGC)

Benefits under this Plan are insured under title IV of ERISA. Benefits under this plan are thus covered by the Pension Benefit Guaranty Corporation (PBGC), a federal insurance agency. If the Plan terminates (ends) without enough money to pay all benefits, the PBGC will step in to pay pension benefits. Most people receive all of the pension benefits they would have received under the Plan, but some people may lose certain benefits.

The PBGC guarantee generally covers (i) normal and early retirement benefits; (ii) disability benefits if you become disabled before the Plan terminates; and (iii) certain benefits for your survivors. The PBGC guarantee does not cover: (i) benefits greater than the maximum guaranteed amount set by law for the year in which the Plan terminates; (ii) some or all of benefit increases and new benefits based on Plan provisions that have been in place for fewer than five years at the time the Plan terminates; (iii) benefits that are not vested because you have not worked long enough for the Employer; (iv) benefits for which you have not met all of the requirements at the time the Plan terminates; (v) certain early retirement payments (such as supplemental benefits that stop when you become eligible for Social Security) that result in an early retirement monthly benefit greater than your monthly benefit at the Plan's normal retirement age; and (vi) non pension benefits, such as health insurance, life insurance, certain death benefits, vacation pay and severance pay.

Even if certain benefits are not guaranteed, you still may receive some of those benefits from the PBGC depending on how much money your Plan has and on how much the PBGC collects from employers. For more information about the PBGC and the benefits it guarantees, ask your Plan Administrator or contact the PBGC's Technical Assistance Division, 1200 K Street N.W., Suite 930, Washington, D.C. 20005-4026 or call 202-326-4000 (not a toll free number). TTY/TDD users may call the federal relay service toll free at 1-800-877-8339 and ask to be connected to 202-326-4000. Additional information about the PBGC's pension insurance program is available through the PBGC's website on the Internet at http://www.pbgc.gov.

Name and Number of Plan

The Plan name is "SUPERVALU INC. Retirement Plan." The Internal Revenue Service and the Department of Labor identify the Plan by its name and by the number: 002.

Type of Plan

The Plan is a tax-qualified defined benefit pension plan.

Principal Plan Sponsor

The principal sponsor of the Plan and its federal taxpayer identification number ("EIN") are:

SUPERVALU INC.
11840 Valley View Road
Eden Prairie, MN 55344
Telephone: (800) 969-9688
EIN: 41-0617000

A list of Participating Employers under this Plan, or information about dates of participation for former Participating Employers or Predecessor Employers, may be obtained upon written request to the Plan Administrator.

Plan Administration

The Plan Administrator is SUPERVALU INC. To assist SUPERVALU in discharging its duties as the Plan Administrator, the Plan provides for the appointment of a Benefit Plans Committee. Communications to SUPERVALU in its capacity as Plan Administrator should be addressed to:

SUPERVALU INC.
Attention: Benefit Plans Committee
11840 Valley View Road
Eden Prairie, MN 55344
Telephone: (800) 969-9688

Named Fiduciaries

SUPERVALU INC.

Executive Benefit Committee

Benefit Plans Committee

Retirement and Savings Plans Administrative Committee

Trustee

State Street Bank and Trust Company
2 Avenue de Lafayette
Boston, MA 02111

Agent for the Service of Legal Process

Corporate Secretary
SUPERVALU INC.
PO Box 990
Minneapolis, MN 55440

Collective Bargaining Agreements

Certain collective bargaining agreements control the benefits under the Plan for participants who are members of the collective bargaining units. A copy of any such collective bargaining agreement may be obtained upon written request to the Plan Administrator.

Plan Year

December 1 through November 30. Prior to December 1, 2014, the Plan Year ran from January 1 through December 31. Prior to February 25, 2007 the Plan Year ran from the first Sunday after the last Saturday in February until the last Saturday in the following February. There were special short Plan Years from February 25, 2007 to December 31, 2007 and from January 1, 2014 to November 30, 2014.

Funding

The Plan is funded solely with employer contributions.

ERISA Rights

As a participant in Plan you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan participants shall be entitled to:

Receive Information About Your Plan and Benefits

You may:

- Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary Plan description. The Plan Administrator may make a reasonable charge for the copies.
- Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.
- Obtain a statement telling you the value of your benefit. This statement must be requested in writing and is not required to be given more than once every twelve (12) months. The Plan Administrator must provide the statement free of charge.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit Plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a pension benefit is denied or ignored, in whole or in part, you have a right to know why this was done, and to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and if they are not sent to you within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to $110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in Federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order you may file suit in Federal court.

If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay the costs and fees if, for example, it finds your claim is frivolous.

Assistance with Your Questions

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefit Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration at 800-998-7542.

If you have any questions about your rights, contact the Plan Administrator at 800-969-9688 or, if necessary, the nearest Area Office of the U.S. Labor-Management Services Administration, Department of Labor.