UFCW LOCAL ONE 401(k) SAVINGS FUND

SUMMARY OF MATERIAL MODIFICATIONS

The Board of Trustees of the UFCW Local One 401(k) Savings Fund has adopted the following changes to the UFCW Local One 401(k) Savings Plan. Please keep this document with your Summary Plan Description ("SPD").

1. Effective March 26, 2007, subsection (4) under Q&A 4 of Section 3(C) is deleted and replaced with the following:

> Expenses that can be charged to your Account under the Plan include, but are not limited to, expenses incurred for the processing and administration of QDROs, hardship withdrawals, loans and distributions, and the general administration of the Fund, as determined by the Trustees.

2. Effective January 25, 2008, the first sentence under Q&A 2 of Section 3(D) is deleted and replaced with the following:

> You may elect to take a distribution of your Accounts upon the earlier of the date you terminate all employment with an Employer, or the date the Social Security Administration determines that you are eligible for disability benefits under the Social Security Act.

3. Effective January 25, 2008, the following sentence is added to the end of Q&A 4 under Section 3(D):

> Finally, you may make a withdrawal from your Rollover Contributions Account at any time, without penalty, up to once every three months.

4. Effective June 26, 2007, the following sentence is added to the end of Q&A 5 under Section 3(D):

> In order to receive a Hardship Withdrawal, you must be a Plan Participant. Solely for the purpose of determining your eligibility to receive a hardship distribution, you still will be treated as a Participant if you transfer directly from Covered Employment with an Employer to a position with the Employer that is not covered by the Plan, provided you are not a highly compensated employee as defined by law.

5. Effective July 29, 2008, Q&A 6 under Section 3(D) is amended by deleting the phrase "Your retirement or separation from service" from the bullet points at the end of that Q&A.

6. Effective June 26, 2007, the following sentence is added to the end of Q&A 6 under Section 3(D):

In order to receive a loan, you must be a Plan Participant. Solely for the purpose of determining your eligibility to receive a loan, you still will be treated as a Participant if you transfer directly from Covered Employment with an Employer to a position with the Employer that is not covered by the Plan, provided you are not a highly compensated employee as defined by law.

7. Effective July 29, 2008, the first paragraph of Q&A 7 under Section 3(D) is deleted and replaced with the following:

If you are married when you die, your surviving Spouse will automatically receive payment of your vested Account Balances. You may designate a Beneficiary other than your Spouse to receive your vested Account Balances if your Spouse consents to the designation. If you are not married, your designated Beneficiary will receive your vested Account Balances. If you are not married, and you did not name a Beneficiary, or your Beneficiary did not survive you, the Plan will pay your vested Account Balances to the first surviving class of persons, in equal shares, as follows:

- to your children, including those legally adopted;
- to your parents;
- to your siblings, including half-siblings and those legally adopted;
- to your grandchildren, including those legally adopted;
- to your nieces and nephews, including those legally adopted;
- to your aunts and uncles;
- to the executor of your estate.

In the absence of the appointment of a legal guardian, payment of a benefit under the Plan to a minor Beneficiary may be paid at a rate not exceeding $250 a month to such adult or adults as have, in the opinion of the Trustees, assumed the custody and principal support of such minor.

8. Effective July 29, 2008, the following new Q&A 8 is to the end of Section 3(D):

8. What happens to my Account Balances after I retire or separate from service if my Roth Account balance is under $1,000 and/or my other combined Account Balances are under $1,000?

If you do not apply to receive the balance of your Roth Account within 12 months after your termination of Covered Employment, and your Roth Account Balance is less than or equal to $1,000, your Roth Account Balance will be distributed to you in a lump sum as soon as administratively feasible after the one-year anniversary of your termination of Covered Employment.

Further, if you do not apply to receive the balance of all your other Accounts within 12 months after your termination of Covered Employment, and the balance of all such Accounts, excluding your Roth Account, is less than or equal to $1,000, your Account

Balances, excluding your Roth Account Balance, will be distributed to you in a lump sum as soon as administratively feasible after the one-year anniversary of your termination of Covered Employment.

9. Effective July 29, 2008, the text of Q&A 1 under Section 3(E) is deleted and replaced with the following:

You may stop or suspend your Employee Contributions to the Fund by giving written notice to your Employer and the Fund Office no later than the beginning of the pay period before the pay period for which the suspension is to be effective. Once your Employee Contributions have been suspended, you may restart your Employee Contributions only by completing a new enrollment form and sending it to the Fund Office. Once the Fund Office has received your completed enrollment form, your Employee Contributions will resume as of the following pay period. Any Employer Matching Contributions being made to the Fund on your behalf will be suspended during any period of suspension of your Employee Contributions.

This is only a summary of the Plan rules. In the event of a conflict between this notice and the Plan, the Plan will control.

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