



Employee Retirement Plan

United
Supermarkets

**MARKET
STREET**
Supermarkets

United
Supermercado

**RETIREMENT PLAN FOR EMPLOYEES OF
UNITED SUPERMARKETS, LTD.**

As Amended and Restated Effective August 1, 1989
(Including Amendments One Through Five)

SUMMARY PLAN DESCRIPTION

Publication Date: September 2004

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Introduction

United Supermarkets is aware of the need for a comprehensive benefits program in order to hire and keep qualified people. Because financial security after retirement is important, United Supermarkets, Ltd. adopted the Retirement Plan for Employees of United Supermarkets, Ltd. (“the Plan”) to provide retirement benefits for its employees.

We recommend that you take the time to read this Summary Plan Description carefully. Your retirement plan includes several options from which you may select in your retirement planning. These options will affect such things as when and how your benefits are paid. In order to make full use of these options, it is important that you fully understand them.

The Plan provides for benefit payments to your spouse or beneficiary under certain conditions. You should understand the conditions and the steps you must take to become eligible for such benefits. Since you can change your beneficiary, you should be sure that the Retirement Committee is kept up to date with your choice.

Your retirement benefits can only be paid to you if you can be located. Therefore, be sure your Human Resources Department always has your current address. Also, you should read your legal rights in Section 17.

This Summary Plan Description has been prepared as accurately as possible. It outlines a complex and technical legal document (the Plan itself). The resolution of any specific question depends upon the precise terms of the Plan document rather than the explanation in this Summary Plan Description. The information in this booklet describes the major aspects of the Plan as amended and restated as of August 1, 1989 and reflects all amendments to the Plan as of December 31, 2003. **In the event of any discrepancy between the terms of the Plan document and this Summary Plan Description, the Plan document, as in effect at the relevant time, will control.**

Copies of the Plan document are available for your inspection and you are encouraged to examine them at the office of United Supermarkets, Ltd.. If you have any questions after reading this Summary Plan Description or if you would like to discuss the details further, your Supervisor or member of the Human Resources Department or the Retirement Committee will be glad to help you.

Section 2
PLAN ADMINISTRATION

Summary Plan Description
Retirement Plan for Employees of
United Supermarkets, Ltd.

Sponsor (“Employer”): This plan is maintained by:

United Supermarkets, Ltd.
7830 Orlando
Lubbock, TX 79423
(806) 791-0220

Plan Administrator: The Retirement Committee is the Plan Administrator. The Retirement Committee is appointed by United Supermarkets, Ltd.

c/o:
7830 Orlando
Lubbock, TX 79423
(806) 791-0220

Plan Name: Retirement Plan for Employees of United Supermarkets, Ltd.

Identification Numbers: Employer Number: 75-0916445
Plan Number: 001

Plan Trustee: Amarillo National Bank
Plaza One, Box 1
Amarillo, TX 79105
(806) 378-8000

Type of Plan: Defined Benefit Pension Plan

Type of Administration: Employer Administered

Agent for Legal Process: Service of legal process should be made on the Retirement Committee at the address shown above. Service of legal process may also be made upon the Plan Trustee at the address shown above.

Section 3

HOW THE PLAN WORKS

Normal Retirement Benefit

The Normal Retirement Benefit is payable to each Participant of the Plan who retires on or after Normal Retirement Age. Your Normal Retirement Age is the date you reach age 65. Your “Normal Retirement Date” is the first day of the month falling on or next following the date you reach age 65. *See Section 6 for details.*

Early Retirement Benefit

Early Retirement Benefits are payable to Participants who retire prior to their Normal Retirement Date and on or after age 50 and completion of 5 years of Vesting Service. *See Section 6 for details.*

Disability Benefit

A Disability Benefit is provided to Participants who become totally disabled, while employed by United Supermarkets, Ltd., prior to their Normal Retirement Date. *See Section 6 for details.*

Termination of Employment

Employees who leave United Supermarkets, Ltd. prior to retirement but after completing at least 5 years of Vesting Service are eligible to receive a Vested Termination Benefit. *See Section 8 for details.*

Death Benefit in Service

A Death Benefit is payable to the beneficiary of a Participant who dies while still in the employ of United Supermarkets, Ltd. *See Section 10 for details.*

Cost

United Supermarkets, Ltd. pays the entire cost of the Plan. United Supermarkets, Ltd. contributes to the trust fund based on information furnished annually by an independent actuary. Employees are not required nor permitted to contribute to this Plan.

Section 4

SPECIAL TERMS - WHAT THEY MEAN

Summary Plan Description
Retirement Plan for Employees of
United Supermarkets, Ltd.

It is important to understand the following terms which are used throughout this booklet.

Accrued Benefit

Your Accrued Benefit is equal to the plan benefit you have earned to date based on the benefit formula in Section 6, using your Final Average Monthly Compensation and Credited Service to date.

Break in Service

A Break in Service occurs in any calendar year during which you complete no Hours of Service. A one-year (or more) Break in Service may adversely affect your vesting percentage or your eligibility to participate upon re-employment. The Plan will credit you with the Hours of Service necessary to prevent a Break in Service during an authorized leave of absence. For certain maternity and paternity leaves, the Plan will credit you with the Hours of Service necessary to prevent a one-year Break in Service, provided you provide proof of such absences.

Compensation

Compensation means your earnings from United Supermarkets, Ltd. during the calendar year, as reported on your Form W-2. Compensation also includes amounts you contribute to the Section 125 Plan or 401(k) Plan as pretax contributions. Compensation in excess of \$200,000 (indexed after 2002 for cost of living) is not included.

Credited Service

Credited Service is used to calculate your benefit. Generally speaking, Credited Service is the number of years and completed months from your last date of hire to your date of termination or retirement. Non-paid leaves of absence are excluded, although absences of less than one month and certain absences due to military service will be included. Service prior to August 1, 1976 while not a regular full-time employee is excluded from your Credited Service.

If you leave United Supermarkets, Ltd. and are later reemployed, you may or may not lose the Credited Service that you had when you left. See Section 13 for your rights upon reemployment.

Eligibility Service

You will receive a year of Eligibility Service for each Eligibility Computation Period in which you complete 1,000 or more Hours of Service. "Eligibility Computation Period" means the 12-month period beginning on your date of hire. If you do not complete 1,000 hours of service in the initial Eligibility Computation Period, the Eligibility Computation Period will become the 12-month period beginning on the first day of each Plan Year (January 1), starting with the Plan Year in which the first anniversary of your date of hire occurs.

Section 4

SPECIAL TERMS - WHAT THEY MEAN

Final Average Monthly Compensation

This will usually be equal to your average monthly compensation from United Supermarkets, Ltd. during the last five consecutive calendar years preceding the calendar year in which you retire or terminate your employment. Your Compensation during the calendar year in which you retire or terminate your employment is used only if your employment is terminated after December 1 of that calendar year. If your Final Average Monthly Compensation from United Supermarkets, Ltd. for any five consecutive calendar years out of the last 15 completed calendar years is larger than your average for the last five calendar years, the larger average will be used.

Your Final Average Monthly Compensation is determined by dividing the sum of your compensation during the applicable 5-year period by the number of months in that period that you received the compensation.

Hour of Service

Hour of Service means each hour for which you are paid or entitled to payment by United Supermarkets, Ltd. .

Participant

You become a Participant of the Plan on the date you become eligible to enter the Plan as explained in Section 5 of this booklet.

Plan Year

The Plan Year is the calendar year beginning on January 1 and ending on December 31.

Retirement Committee

Retirement Committee means the individuals who are appointed by United Supermarkets, Ltd. to administer and interpret the Plan.

Vesting Service

Vesting Service is used to determine if you are eligible or not for a benefit and will not necessarily be the same as your Credited Service. Vesting Service generally means your total period of service in years and days from your last date of hire. Up to the first 12 months of any leave of absence is included as Vesting Service. The portion of any absence that exceeds 12 months is not included in your Vesting Service unless it was included in your Credited Service.

If you leave United Supermarkets, Ltd. and are later reemployed, you may or may not lose the Vesting Service you had when you left. See Section 13 for your rights upon reemployment.

Section 5

BECOMING A PARTICIPANT

Summary Plan Description
Retirement Plan for Employees of
United Supermarkets, Ltd.

Eligible Employees

In most cases, you are eligible to become a Participant of the Plan if you are an employee of United Supermarkets, Ltd. .

Becoming a Participant

Eligible employees become Participants after both reaching age 21 and completing a year of Eligibility Service without incurring a Break in Service. (See Section 4.)

Participation begins automatically once all of the requirements are met. You are not required to take any action in order to participate.

Section 6
RETIREMENT BENEFITS

Normal Retirement

Your “Normal Retirement Date” is the first day of the month falling on or next following the date you reach age 65.

Normal Retirement Benefit:

If you retire on your Normal Retirement Date, you will receive a monthly benefit equal to the following formula:

- (a) 0.50% of your Final Average Monthly Compensation (FAMC) multiplied by your Credited Service (CS)

plus

- (b) 0.50% of your Final Average Monthly Compensation (FAMC) in excess of \$550 multiplied by your Credited Service (CS)

Example of How to Compute Your Normal Retirement Benefit:

- 1. Determine your five-year Final Average Monthly Compensation. In this example, an employee retires in 2004 with the following earnings history:

	Compensation	<i>Example</i> Months Paid	
2003	\$29,120.00	12	<i>Use This Column for Estimating Your Benefit</i>
2002	27,040.00	12	
2001	24,960.00	12	
2000	22,880.00	12	
1999	20,800.00	12	
Total	\$124,800.00	60	

Section 6 RETIREMENT BENEFITS

Summary Plan Description Retirement Plan for Employees of United Supermarkets, Ltd.

	<i>Example</i>	<i>Use This Column for Estimating Your Benefit</i>
Divide the five-year total compensation by the five-year total months paid. Use the five consecutive years that give the highest average.	\$2,080.00	
2. Enter your Final Average Monthly Compensation in Excess of \$550.00 (line 1 minus \$550)	1,530.00	
3. Enter your number of Years of Credited Service	40.0	
4. Income from Formula		
(a) Multiply 0.005 by the amount in line 1	10.40	
(b) Multiply the result from line 4(a) by the number in line 3	416.00	
(c) Multiply 0.005 by the amount in line 2	7.65	
(d) Multiply the result from line 4(c) by the number in line 3	306.00	
(e) Add line 4(b) to line 4(d) to determine your normal retirement income	722.00	
5. Monthly retirement income at Normal Retirement Date	722.00	

Case #1 - *If you are not married when you retire* and do not choose another method of benefit payment, your monthly Normal Retirement Benefit (as calculated under the above example) payable for 10 Years Certain and Life would be \$722.00

Case #2 - *If you are married when you retire* and do not choose another method of benefit payment with your spouse's consent, your monthly Normal Retirement Benefit would be payable under the Qualified Joint and 50% Survivor Annuity. Your 10 Years Certain and Life benefit would be reduced using the Qualified Joint and 50% Survivor Annuity benefit factor. Let us assume a factor of 90% in our example:

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Summary Plan Description
Retirement Plan for Employees of
United Supermarkets, Ltd.

<u>Your Monthly 10 Years Certain and Life Benefit</u>		<u>Qualified Joint and 50% Survivor Annuity Benefit Factor</u>		<u>Your Monthly Age 65 Qualified Joint and 50% Survivor Benefit</u>
\$722.00	X	.90	=	\$649.80

You would receive \$649.80 per month for the rest of your life. After your death, your spouse, if living, would receive 50% of the monthly benefit, or \$324.90.

Postponed Retirement

If you continue working past your Normal Retirement Date, your Normal Retirement Benefit is calculated using your Credited Service and Final Average Monthly Compensation as of your actual retirement date. Your monthly payments will be larger than at normal retirement due to additional Credited Service at your actual retirement date.

Your monthly benefit will not be less than an income provided by the actuarially equivalent value of the monthly benefit you would have received if you had retired on your Normal Retirement Date accumulated with interest to your actual retirement date.

Early Retirement

Your “Early Retirement Date” is the first day of the month falling on or next following the date you retire after you reach both age 50 and complete 5 years of Vesting Service.

Early Retirement Benefit

If you are eligible and elect to retire early, your Early Retirement Benefit will be equal to:

Your Accrued Benefit (See Section 7) calculated as of your Early Retirement Date (i.e., the portion of your Normal Retirement Income that you have earned as of your Early Retirement Date)

multiplied by

the factor taken from the table below based upon the number of years that your Early Retirement Date precedes your Normal Retirement Date (to adjust for the fact that your payments will begin prior to age 65).

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Early Retirement Reduction Factors By Years and Months By Which Early Retirement Date Precedes Normal Retirement Date

Years	Months											
	0	1	2	3	4	5	6	7	8	9	10	11
0	1.000	0.994	0.988	0.983	0.977	0.972	0.966	0.960	0.955	0.949	0.944	0.938
1	0.933	0.927	0.922	0.916	0.911	0.905	0.900	0.894	0.889	0.883	0.878	0.872
2	0.867	0.861	0.855	0.850	0.844	0.839	0.833	0.827	0.822	0.816	0.811	0.805
3	0.800	0.794	0.788	0.783	0.777	0.772	0.766	0.760	0.755	0.749	0.744	0.738
4	0.733	0.727	0.722	0.716	0.711	0.705	0.700	0.694	0.689	0.683	0.678	0.672
5	0.667	0.664	0.661	0.658	0.655	0.652	0.650	0.647	0.644	0.641	0.638	0.635
6	0.633	0.630	0.627	0.624	0.622	0.619	0.616	0.613	0.611	0.608	0.605	0.602
7	0.600	0.597	0.594	0.591	0.589	0.586	0.583	0.580	0.578	0.575	0.572	0.569
8	0.567	0.564	0.561	0.558	0.555	0.552	0.550	0.547	0.544	0.541	0.538	0.535
9	0.533	0.530	0.527	0.524	0.522	0.519	0.516	0.513	0.511	0.508	0.505	0.502
10	0.500	0.496	0.493	0.489	0.486	0.482	0.479	0.476	0.472	0.469	0.465	0.462
11	0.459	0.455	0.452	0.449	0.446	0.443	0.440	0.437	0.434	0.431	0.428	0.425
12	0.422	0.419	0.416	0.413	0.410	0.407	0.405	0.402	0.399	0.396	0.393	0.390
13	0.388	0.385	0.383	0.380	0.378	0.375	0.373	0.370	0.368	0.365	0.363	0.360
14	0.358	0.355	0.353	0.350	0.348	0.345	0.343	0.341	0.338	0.336	0.333	0.331
15	0.329											

Example of How to Compute Your Early Retirement Benefit:

	<i>Example</i>	<i>Use This Column for Estimating Your Benefit</i>
1. Enter your Final Average Monthly Compensation at the time you leave the Company	\$2,080.00	
2. Enter your Final Average Monthly Compensation in Excess of \$550.00 (line 1 minus \$550)	1,530.00	
3. Enter your number of Years of Credited Service at the time you leave the Company	34.5	
4. Income at age 65 from Formula		
(a) Multiply 0.005 by the amount in line 1	10.40	
(b) Multiply the result from line 4(a) by the number in line 3	358.80	
(c) Multiply 0.005 by the amount in line 2	7.65	

Section 6 RETIREMENT BENEFITS

Summary Plan Description Retirement Plan for Employees of United Supermarkets, Ltd.

	<i>Example</i>	<i>Use This Column for Estimating Your Benefit</i>
(d) Multiply the result from line 4(c) by the number in line 3	263.93	
(e) Add line 4(b) to line 4(d) to determine your age 65 retirement income	622.73	
5. Reduce for Early Retirement		
(a) Count years and months that your Early Retirement Date precedes your Normal Retirement Date	5 years, 6 months	
(b) Enter Early Retirement Reduction Factor from table based on line 5(a)	.650	
(c) Multiply line 4(e) by line 5(b)	404.78	
6. Monthly retirement income at Early Retirement Date	404.78	

Case #1 - *If you are not married when you retire* and do not choose another method of payment, your monthly Early Retirement Benefit (as calculated under the above example) payable for 10 Years Certain and Life will be \$404.78.

Case #2 - *If you are married when you retire* and do not choose another method of payment with your spouse's consent, your 10 Years Certain and Life benefit will be reduced by a Joint and 50% Contingent benefit factor based on your age and the age of your spouse. See Section 9 for other payment options.

Disability Retirement

If you become disabled while you are employed by United Supermarkets, Ltd. , you may apply for Disability Retirement. To be considered disabled, you must provide medical proof, satisfactory to the Retirement Committee, that you are wholly prevented, due to sickness or injury, from engaging in any occupation for wage and profit and such disability is likely to be continuous and permanent.

No disability benefit is payable if your disability results from any of the following causes:

- (a) excessive and habitual use of drugs, intoxicants or narcotics;

Section 6

RETIREMENT BENEFITS

- (b) injury or disease sustained while willfully and illegally participating in fights, riots, civil insurrections, or while committing a felony;
- (c) injury or disease sustained while serving in any armed forces;
- (d) injury or disease which was diagnosed or discovered after the date your employment was terminated;
- (e) injury or disease sustained while working for anyone other than United Supermarkets, Ltd. and arising out of that employment; or
- (f) injury or disease sustained as a result of an act of war.

Disability Retirement Benefit:

If your employment ended as a result of Disability, you will be eligible to receive a Disability Retirement Benefit payable as of the earlier of (a) the date as of which you have been disabled for six months or (b) your Normal Retirement Date.

The Disability Benefit is equal to the monthly income which can be provided by the greater of:

- (a) the single-sum value of your Accrued Benefit as of your date of disability,
- or*
- (b) either (i) or (ii) below, whichever applies,
 - (i) 12 times your Final Average Monthly Compensation as of your date of disability if you have not attained the age of 50 and completed 15 years of Vesting Service as of your date of Disability Retirement, or
 - (ii) 30 times your Final Average Monthly Compensation as of your date of disability if you have both attained the age of 50 and completed 15 years of Vesting Service as of your date of Disability Retirement.

Your monthly Disability Retirement Benefit may not exceed the amount of monthly retirement income to which you would have been entitled at your Normal Retirement Date had you not been disabled.

If you are eligible for early retirement at your date of disability, your monthly Disability Retirement Benefit will not be less than your monthly Early Retirement Benefit you are eligible to receive at your date of disability.

Recovery from Disability

If you recover from disability prior to your Normal Retirement Date, your disability payments will stop. If you do not return to the active service of United Supermarkets, Ltd., you will still qualify for a deferred vested termination benefit if you had met the necessary requirements to qualify for a Vested Termination Benefit (as described in Section 8) before your disability retirement. Your Vested Termination Benefit will begin at age 65 (or you may elect a reduced amount beginning as early as age 50 if you had completed 5 years of vesting service).

Section 7
ACCRUED BENEFIT

Your Accrued Benefit is equal to the plan benefit you have earned as of your date of termination of service.

Your Accrued Benefit is payable in the form of a monthly 10 Years Certain and Life annuity subject to certain requirements if you are married (see Section 9). This benefit commences on your Normal Retirement Date.

Example of How to Compute Your Accrued Benefit:

Suppose you terminate at age 40 with 10 years of Credited Service. Also, assume that your Final Average Monthly Compensation is \$2,250. Your Accrued Benefit commencing at age 65 would be determined as follows:

0.005	times	\$2,250	times	10	=	\$112.50
		(FAMC)		(CS)		
			<i>Plus</i>			
0.005	times	(\$2,250 - \$550)	times	10	=	85.00
				(CS)		
					Total	\$197.50

equals

Your Monthly Accrued Benefit to Commence at Age 65
 Payable for 10 Years Certain and Life = \$197.50

Section 8

VESTED TERMINATION BENEFITS

Summary Plan Description
Retirement Plan for Employees of
United Supermarkets, Ltd.

If you leave United Supermarkets, Ltd. for any reason before you are eligible to retire, you may receive a Vested Termination Benefit. The Vested Termination Benefit is the portion of your Accrued Benefit (as described in Section 7) which is vested (owned by you). The percentage of your Accrued Benefit which is vested depends on the number of years of Vesting Service you have completed. Your benefit will vest according to the following schedule:

<u>Years of Vesting Service</u>	<u>Percentage Vested</u>
Less than 5	0%
5 or more	100%

Your monthly Vested Termination Benefit will normally start on your Normal Retirement Date. However, if you have completed at least 5 years of Vesting Service at your termination date, you may elect to start receiving your Vested Termination Benefit beginning as early as age 50. If your payments start early, your benefit will be reduced to take into account the early commencement of payments.

Also, your Vested Termination Benefit is payable for 10 Years Certain and Life, subject to certain requirements if you are married. See Section 9 for other payment options.

The amount of your monthly Vested Termination Benefit will be equal to:

- (a) your monthly Accrued Benefit at the date you leave United Supermarkets, Ltd.
multiplied by
- (b) a factor (less than 100%) to adjust for death benefit coverage during the period from your date of termination until the date when your payments start.

The following table shows the approximate percentage of your Accrued Benefit that you will receive at age 65 if you leave United Supermarkets, Ltd. at the age shown:

Age at Your Termination of Service	Approximate Percentage of Your Accrued Benefit You Will Receive at Age 65 (Unless you decline death benefit coverage)
55	87%
50	84%
45	82%
40	81%
35	80%
30	80%
25	79%

If you leave United Supermarkets, Ltd. and are entitled to a Vested Termination Benefit, shortly after your service is terminated you will be provided with statement of the amount of income to which you will be entitled at age 65.

Section 9

PAYMENT OF BENEFITS & TERMINATION BENEFITS

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United Supermarkets, Ltd.

The amount of your Accrued Benefit is payable under the 10 Years Certain and Life option if you are single and the Joint and 50% Contingent option if you are married, as described below. Other forms of payment are available. The amount of retirement income that is payable under each form of payment is different. This is because payments may be spread out over different periods of time under each of the forms of payment. Naturally, the longer the time period over which the retirement income is expected to be paid, the smaller the monthly amount will be.

In determining the amount of retirement income that is payable under each form of payment, it is assumed that each person who may receive payments is in good health and has a normal remaining life expectancy. Based on this assumption, all of the forms of payment have the same starting value based upon the average time that each person is expected to live.

Available Forms of Payment

You may elect to receive your retirement benefit in one of the following forms of payment. The Plan specifies the assumptions to be used to convert to these alternative forms of payment. You can check with the Retirement Committee for the specific factors that apply to you. You, and your spouse, if you are married, must waive the automatic form of payment in order to choose one of the other options.

Life Only Option:

Under this form of payment, you receive a monthly benefit that will be payable to you for as long as you live. No additional payments will be paid after your death even if you should die after receiving only one payment.

10 Years Certain and Life Option:

(This is the automatic form for single participants.) Under this form of payment, you receive a monthly benefit that will be payable to you for as long as you live, but your retirement income payments will be made for a minimum of 10 years. That is, if you die before you have received payments for 10 years, the same monthly benefit that you were receiving will be continued to a person that you designate as your beneficiary for the remainder of the 10 years. If you die after you have received payments for 10 years, no additional payments will be made after your death.

Joint and 50% Contingent Option:

(This is the automatic form for married participants.)

Under this form of payment, you receive a monthly benefit that will be payable to you for as long as you live. If the person that you have named as your joint pensioner is still living at the time of your death, 50% of the monthly income that you were receiving will be paid to that person for as long as he or she lives. If your joint pensioner is not living at the time of your death, no additional payments will be made after your death. This form is known as the Qualified Joint and 50% Survivor Annuity when the joint pensioner is the participant's spouse.

Joint and 2/3 Survivor Option:

Under this form of payment, you receive a monthly benefit that will be payable to you for as long as you and the person that you have named as your joint pensioner are both alive. If your joint pensioner dies before you do, your monthly payments will be reduced to 2/3 of the amount that was payable while you both were alive. On the other hand, if you should die before your joint pensioner, 2/3 of the monthly benefit that you were receiving will be paid after your death to your joint pensioner for as long as he or she lives.

Lump Sum Cash Payment:

Under this form of payment, you receive the lesser of \$10,000 or the lump-sum value of your retirement income. If the lump-sum value is greater than \$10,000, the remaining amount will be used to pay you a smaller monthly benefit using one of the other available forms of payment above. However, if the total value of your benefit is \$15,000 or less, you may elect to receive your entire benefit as a lump-sum cash payment.

Other Forms of Payment:

The standard forms of payment described above may be modified to suit your circumstances in the following ways:

- Payments for your lifetime may be combined with any certain period you select, but the period you select must be at least 10 years and cannot exceed the maximum period allowed under Internal Revenue Service rules, and

Section 9

PAYMENT OF BENEFITS & TERMINATION BENEFITS

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United Supermarkets, Ltd.

- The percentages in the Joint and Contingent and Joint and Survivor options can be changed to any percentage between 50% and 100%. Either of these options may be combined with a certain period.

The following summary lists some of the advantages and disadvantages of each method of payment:

Method	Advantages	Disadvantages
<p>10 Years Certain and Life</p> <p>You may also elect a period certain of 10, 15, or 20 years and monthly payments are adjusted accordingly.</p>	<p>Provides for payments for at least 10 years.</p>	<p>No additional payments if your death occurs after you have received payments for 10 years.</p> <p>Payments stop at the end of 10 years if your death occurs before you have received payments for 10 years.</p>
<p>Joint and 50% Contingent</p> <p>A percentage of the amount that you were receiving, which is either 50%, 75% or 100% specified by you, is payable to your joint pensioner after your death.</p>	<p>Payments will be made for as long as either you or your designated joint pensioner is living.</p> <p>Your payments are not reduced if your designated joint pensioner dies before you do.</p>	<p>Payments are usually smaller than under 10 Years Certain and Life method.</p> <p>If you elect a percentage less than 100%, only a portion of the amount you were receiving is payable to your joint pensioner after your death.</p>
<p>Joint and 66-2/3% Survivor</p> <p>You may elect any percentage from 50% to 100% and monthly payments are adjusted accordingly.</p>	<p>Payments will be made for as long as either you or your designated joint pensioner is living.</p>	<p>Payments are usually smaller than under 10 Years Certain and Life method.</p> <p>Only 2/3 of the amount that you were receiving is payable to your joint pensioner after your death.</p>
		<p>Your payments are similarly reduced to 2/3 if your joint pensioner dies before you do.</p>
<p>Life Only</p> <p>Lump Sum (of \$10,000 or less)</p>	<p>Usually the largest income.</p> <p>Receive entire value of benefit at once.</p>	<p>No additional payments after death.</p> <p>No additional payments; tax burden in year of receipt of lump sum.</p>

Important Factors in Deciding Upon the Form of Payment

Before choosing the way you want to receive your retirement income, you need to give serious consideration to your own special circumstances. You should consider such things as your own health and, if applicable, the health of your wife or husband, and what will happen to your dependents after your death. You should also consider any additional money that will be available to provide for the security of your family after your death from sources such as, Social Security, and your own savings and insurance.

Electing Form of Payment

Before your payments start, you will be given information to help you decide on the form of payment that you want. If you have questions regarding the forms of payment or want additional information, you may request the Retirement Committee to provide you with additional information. Requests for any specific detailed information should be made in writing.

After you make your decision, your election must be properly completed and filed with the Retirement Committee no earlier than 90 days before the date your retirement income payments actually start and no later than your filing deadline date. Your filing deadline date is the date your retirement income payments are scheduled to start or, if later, the date 90 days after the date you were furnished with a description of the benefits you are entitled to receive. If you should request any specific detailed additional information concerning your benefits, your filing deadline date will be extended, if applicable, to the date that is 90 days after the date you are furnished such information.

If you do not file your election with the Retirement Committee before the date your retirement benefits are scheduled to start, the commencement of your retirement benefit payments will be delayed until your election is completed and filed with the Retirement Committee. If you do not indicate a specific form of payment by the end of your filing deadline date, you will be considered to have elected the Joint and 50% Contingent Option if you are married or the 10 Years Certain and Life Option if you are not married.

If you wish, you may change your election within 30 days after the date you were furnished with the facts concerning your benefit options. An adjustment (which may require you to refund any overpayment) will be made to take into account the differences in the amounts of the original and changed forms of payment.

Section 9

PAYMENT OF BENEFITS & TERMINATION BENEFITS

Summary Plan Description
Retirement Plan for Employees of
United Supermarkets, Ltd.

Protected Rights of Your Spouse

Under federal law, your husband or wife has a protected right to receive a benefit payable for life if you die after your benefit payments have started. He or she may waive this protected right, however. What this means is that, if you are married, you must have the consent of your husband or wife before you can receive payment of your benefit in the form that you want. This consent will not be required if at least 50% of the monthly payments you were receiving will be continued after your death to your surviving husband or wife for as long as he or she lives. If the consent of your husband or wife is required, it must be in writing, must be witnessed by a notary public or a Plan representative, and must be filed with the Retirement Committee at the same time you file your election as described above. If you elect an option and have the proper consent of your husband or wife, but you later want to change the person or persons you had named as your beneficiary or joint pensioner under that option or want to make any other changes in the option, it will be necessary for you to again obtain the consent of your husband or wife.

Changing Election

You may change your option election at any time before payments begin. Once your payments start, you may change your election only once; however, the option to receive a lump-sum payment is not available after retirement income payments have commenced, and no change is permitted if your retirement income payments have commenced under the terms of an annuity contract purchased for you from an insurance company. Also, you must furnish the Retirement Committee with (1) evidence of your good health and, if you have a joint pensioner, evidence of his or her good health and (2) the necessary consent of your husband or wife. If you should be divorced after your payments start, in order to make a change, it may be necessary to have the consent of the person to whom you were married at the time your payments started in order to change your election.

Small Benefits

If the lump-sum value of your vested Accrued Benefit is \$5,000 or less the Plan will automatically pay the value of your vested benefit in a single lump-sum cash payment.

Naming a Beneficiary

Forms are available for you to name the person or persons that you elect to receive any death benefits that may be payable under the Plan in the event of your death. You should name your beneficiary or beneficiaries before you become eligible for the death benefits provided under the Plan. If your circumstances change, you may want to change your beneficiary designation from time to time. It is your responsibility to see that your beneficiary designation is up to date. Forms for naming and changing your beneficiaries can be obtained from the Retirement Committee.

You may name anyone you choose as your beneficiary. However, if you do not name your husband or wife as your beneficiary, he or she still may be entitled to a part of your death benefit. See the description and discussion in the section about the Protected Rights of Your Surviving Spouse.

If for some reason you do not name a beneficiary or if the person you named is not living when you die, the Plan provides that your husband or wife will be your beneficiary if you are married, or if you are not married, the benefit will be paid to your estate.

Benefit If You Die While Employed

If you are an employee of United Supermarkets, Ltd. and should die after Participation in the Plan, a death benefit will be payable on your behalf under the Plan. The Death Benefit is equal to a 10 Years Certain and Life income provided by the greater of:

(a) the single-sum value of your Accrued Benefit as of your date of death,

or

(b) the smaller of:

(1) either (i) or (ii) below, whichever applies,

(i) 12 times your Final Average Monthly Compensation as of your date of death if you have not both completed 15 years of Vesting Service and attained age 50 as of your date of death, or

(ii) 30 times your Final Average Monthly Compensation as of your date of death if you have both completed at least 15 Years of Vesting Service and attained age 50 as of your date of death

and

(2) 100 times your projected Normal Retirement Benefit assuming your rate of monthly compensation had continued without change until your Normal Retirement Date.

Please note that your death benefit is usually paid in a monthly income. Therefore, the above single-sum amounts are normally converted to a monthly income.

Payment of Death Benefits

Your death benefit will normally be paid to your beneficiary in monthly installments starting on the first day of the month that falls on or next follows your date of death. The amount of the monthly payments to your beneficiary will be payable under the 10 years certain and life option. Your beneficiary may elect a different starting date and may choose one of the following forms of payment.

Life Only Income - Under this method, your beneficiary will receive a monthly income payable for his or her lifetime.

Years Certain and Life - Under this method, your beneficiary will receive a monthly income payable for his or her lifetime. However, if the beneficiary dies within a period certain (which is selected by you or your beneficiary), the same monthly benefit will be payable to a designated contingent beneficiary for the remainder of the specified period certain.

Lump-Sum Benefit - A lump sum will automatically be paid if the lump-sum amount is \$5,000 or less. If the value of your death benefit is equal to \$10,000 or more, your beneficiary may elect to receive a lump-sum cash payment of \$10,000 with the remaining benefit being paid as a monthly benefit; however, if the remaining benefit is \$5,000 or less, such benefit will also be payable in a lump-sum cash payment.

Death After Termination and Before Payments Start

If you leave United Supermarkets, Ltd. with a vested right to your Accrued Benefit and payment of your Vested Termination Benefit will not start until some later date, you will be given the opportunity to elect whether or not you want death benefit protection during the period after you left United Supermarkets, Ltd. and before payment of your Vested Termination Benefit starts. If death benefit coverage is elected and you should die during this period, the amount which would have been used to provide your Vested Termination Benefit will be used to provide your beneficiary with a benefit at the date of your death. This death benefit will be payable in the same manner as the death benefit that is payable to the beneficiary of a Participant whose death occurs while actively employed. Of course, if you receive a lump-sum settlement at termination, no death benefit protection will be available.

If death benefit protection is provided, your Accrued Benefit will be reduced to take into account the cost of providing such coverage. You will be informed shortly after you leave United Supermarkets, Ltd. of the difference in the amount of the monthly income that you will be entitled to receive starting at age 65 if death benefit protection is provided and if it is not provided.

The death benefit coverage will automatically be provided on your behalf unless you waive your right to it. If you are married, you must have the consent of your husband or wife in order for the waiver to be effective. The consent of your husband or wife must be in writing and must be witnessed by a notary public or Plan representative. If you waive the death benefit and later marry or remarry, your waiver will automatically be revoked at the time of your marriage unless you make another election to waive the death benefit with the consent of your current spouse. All elections must be in writing and must be filed with Retirement Committee and may be changed (if you have your spouse's consent) at any time (and any number of times) before your retirement income payments are to begin.

Protected Rights of Your Surviving Spouse

Your husband or wife not only has a right under federal law to death benefit protection after you start receiving monthly retirement benefit payments, he or she may also have a similar right to some death benefit protection if you die before you start receiving any payments. To have this right, both of the following conditions must be met:

- You must have been married continuously during the 12 months before your death.
- You must have a vested interest in your Accrued Benefit at the time of your death.

If you should die while this death benefit protection is in force, you would be eligible for the death benefits described in Section 10. Your surviving husband or wife will be entitled to a monthly income payable for life starting at your Early Retirement Eligibility Date (or the date of your death, if later) for at least a portion of the benefits in Section 10. The minimum amount of the monthly income payable to your surviving husband or wife will be equal to 50% of the monthly retirement income that you would have received if you had retired or quit and had started to receive your benefit on that date under the Joint and 50% Contingent Annuity Option. This benefit that may become payable to your surviving husband or wife is called a **Qualified Preretirement Survivor Annuity**.

The Qualified Preretirement Survivor Annuity may be paid under any of the optional forms that are available for other death benefits and may start on a date other than your Early Retirement Eligibility Date (this date must be on or after your Early Retirement Eligibility Date). If your surviving husband or wife elects a different form of payment or different starting date, the amount of the benefit will be adjusted to take this into account.

Your husband or wife may waive his or her right to this Qualified Preretirement Survivor Annuity. This is generally done by having him or her

Section 10

DEATH BENEFITS

consent to your naming someone else as your beneficiary. The waiver will not be valid if you later change the beneficiary designation without your spouse's consent. If the waiver is given before you are age 35, it will be valid only to the beginning of the Plan Year in which you attain age 35, and at that time it will be necessary for you to obtain another waiver and consent.

Your spouse's waiver of the Qualified Preretirement Survivor Annuity and his or her consent to your naming someone else as your primary beneficiary must be in writing and must be witnessed by a notary public or a Plan representative.

The death benefits provided under the Plan have a greater value than the Qualified Preretirement Survivor Annuity that is required by federal law. The Qualified Preretirement Survivor Annuity does not replace the death benefits described earlier that are payable to the beneficiaries of Participants who die while employed or who die after termination and before their payments start. However, the Qualified Preretirement Survivor Annuity will either be used as an offset or included as part of such death benefits.

For example, take an employee who has been continuously married during the last 12 months prior to his death and who has named someone other than his wife as his beneficiary. The employee's wife has not given her consent to this designation. If the employee dies while actively employed then his surviving wife will be entitled to the Qualified Preretirement Survivor Annuity. The value of this benefit will be subtracted from the value of the benefit described above that is payable to an employee who dies while employed and what is left will be used to provide the person that the employee had named as his beneficiary with a death benefit which will be payable in the manner described earlier in the Payment of Death Benefits subsection above.

If you have named your husband or wife as your beneficiary and one of the death benefits described above is payable on your behalf, the Qualified Preretirement Survivor Annuity will automatically be included as part of that benefit, and your husband or wife will be considered to have elected to have it paid in the same manner as that benefit.

Death After Retirement

Whether or not a benefit will be payable to your beneficiary upon your death after retirement depends on the form of retirement income you were receiving. Each form provides different protection for your spouse or other beneficiary. In many cases there will not be any additional payments due after your death. See Section 9 for a description of the different forms of payment that are available.

Section 11

CLAIM PROCEDURES

When you wish to apply for benefits under the Plan, the Retirement Committee will supply you with all the forms necessary for the proper filing of your claim. You should contact your Human Resources Department for these forms.

It is your responsibility to inform the Retirement Committee of any change in address.

If you apply for a benefit, all or part of which is denied, the Retirement Committee will notify you by written or electronic notification within 90 days after the receipt of your claim (45 days in the case of disability claims) of either (1) reasons for such adverse benefit determination, or (2) a notice indicating that special circumstances require an extension of time (up to 90 additional days for a non-disability claim) to process your claim. The extension notice will indicate the special circumstances requiring an extension of time and the date by which the plan expects to render a decision.

In the case of a claim for disability benefits, the Retirement Committee may extend the initial 45-day determination period by written or electronic notification for up to 30 days provided that such an extension is necessary due to matters beyond the control of the plan and may further extend this period for up to an additional 30 days by notifying you prior to the end of the first 30-day extension period. The notice of extension will specifically explain the standards on which entitlement to a benefit is based, the unresolved issues that prevent a decision on the claim, and the additional information needed to resolve those issues, and you will be given 45 days to provide the specified information.

If your claim is wholly or partially denied, when you receive an initial notification of the adverse benefit determination from the Retirement Committee, it will contain:

- the specific reason(s) for the adverse benefit determination;
- a reference to the specific provisions of the Plan upon which the determination is based;
- a description of any additional material or information that is needed to process your claim, if any, and an explanation of why such material or information is necessary;
- a description of the Plan's review procedures and the time limits applicable to such procedures, including a statement of your right to bring a civil action under ERISA following an adverse benefit determination on review; and

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CLAIM PROCEDURES

- in the case of an adverse benefit determination regarding disability benefits, if an internal rule, guideline, protocol, or other similar criterion was relied upon in making such determination, a statement to that effect and a statement that a copy of such criterion will be provided to you free of charge upon your request.

If you decide to appeal the Retirement Committee's decision, you

- must submit a written application within 60 days after the receipt of a notification of an adverse benefit determination (180 days in the case of disability claims);
- may submit written comments, documents, records, and other information relating to the claim for benefits;
- will be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits.

The review of your appeal will take into account all comments, documents, records, and other information submitted by you relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination.

In addition, the review of your appeal of an adverse benefit determination for disability benefits will

- not give deference to the initial adverse benefit determination and will be conducted by a fiduciary of the Plan who is neither the individual who made the initial denial of the claim nor the subordinate of such individual;
- in deciding an appeal of any adverse benefit determination that is based in whole or in part on a medical judgment, include consultation with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment;
- ensure that the health care professional engaged in such consultation will not be an individual who was consulted in connection with the determination that is the subject of the appeal nor the subordinate of such individual; and
- provide for the identification of medical or vocational experts whose advice was obtained in connection with the adverse determination, without regard to whether the advice was relied upon in making the determination.

Section 11

CLAIM PROCEDURES

The Retirement Committee will notify you by written or electronic notification within 60 days (45 days in the case of disability claims) of the receipt of your appeal of either (1) a final decision on the matter, or (2) a statement indicating that an extension of 60 days (45 days in the case of disability claims) is needed to process your claim. In the case where an extension is needed, the extension notice will indicate the special circumstances requiring an extension of time and the date by which the plan expects to render the determination on your appeal.

In the case of an adverse benefit determination of the claim on appeal, the notification will set forth:

- the specific reason(s) for the adverse determination;
- reference to the specific plan provisions on which the benefit determination is based;
- a statement of your rights to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim;
- a statement of your right to bring an action under ERISA; and
- for claims regarding disability benefits –
 - if an internal rule, guideline, protocol, or other similar criterion was relied upon in making such determination, a statement to that effect and a statement that a copy of such criterion will be provided to you free of charge upon your request
 - a statement that you and your plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be available is to contact your local U.S. Department of Labor Office and your State insurance regulatory agency.

The Retirement Committee's decision on an appeal will be final. Once the above appeal process has been followed, there will be no further administrative appeal on any ruling by the Retirement Committee.

Section 12

LEAVES OF ABSENCE/MILITARY SERVICE

Any leave of absence approved by United Supermarkets, Ltd. will not terminate your employment if you return to work on or before the date that your approved leave time ends. If you do not return to work before the end of your leave time, your employment will be considered terminated as of the earlier: (1) date that your leave time ends or (2) the first anniversary of the date your leave began. However, if you should retire, resign, be discharged, or terminate your employment for any other reason before the end of your leave time, your employment will be considered terminated as of the date of your retirement, resignation, discharge, or other termination.

If you have to leave United Supermarkets, Ltd. because of military service, your employment will not be terminated if you return to work with United Supermarkets, Ltd. within the period of time that you have reemployment rights under Federal law. Contributions, benefits and service credit with respect to qualified military service will be provided as required by law.

Section 13

RIGHTS UPON REEMPLOYMENT

If you leave United Supermarkets, Ltd. and are later reemployed, you may be treated under the Plan as a new employee or you may start participating immediately and have your prior years of Credited Service and Vesting Service restored. Your rights depend upon the length of your prior service and the length of your absence. Briefly, the rules which apply to absences are:

- If you return to work within one year after you left, you will be treated as though you had been temporarily absent and your Credited Service and Vesting Service both before and after you left will be counted.
- If it is longer than a year before you return to work, you will become a Participant immediately and your Credited Service and Vesting Service both before and after you left will be counted if either of the following conditions apply:
 - You are a vested participant when you leave (see Section 8),
 - You had not completed 5 years of Vesting Service when you left but you were gone for less than 5 full calendar years.
- If neither of the above conditions apply, you will be treated as a new employee and only your Credited Service and Vesting Service after you return to work will be counted.

Reemployment After Receiving Distribution

If you were vested in your Accrued Benefit when you left and you received the value of your Accrued Benefit in a lump-sum payment, your prior years of Credited and Vesting Service will still be restored but the value of your Accrued Benefit when you later retire or terminate your employment will be reduced by the value of the lump-sum payment that you received.

If you are rehired prior to the Required Beginning Date and are receiving monthly retirement benefit payments at the time of your reemployment, your payments will normally be suspended during your period of full-time reemployment. Your prior years of Credited Service and Vesting Service will be restored, but your Accrued Benefit at your later retirement or termination will be reduced to reflect the payments you have already received.

If you are rehired on or after the Required Beginning Date, you will continue to receive your retirement benefits. You may also accrue more benefits.

Section 13

RIGHTS UPON REEMPLOYMENT

Special Rules for Maternity and Paternity Absences

During a Qualified Maternity or Paternity Leave, you will not incur a Break in Service either in the Plan Year in which the absence began or in the next following Plan Year. A Qualified Maternity or Paternity Leave refers to an approved absence from work because:

- You are pregnant,
- You or your spouse gives birth to a child,
- You adopt a child, or
- You need to care for your child for a period of time following birth or adoption.

For example: You have been with United Supermarkets, Ltd. for four years. During 2003, you work 300 Hours before you go on a Qualified Maternity or Paternity Leave. You do not return during the rest of 2003 and you are absent for all of 2004. Since you worked at least one hour in 2003, you did not incur a Break in Service in the 2003 Plan Year. Therefore, you will be credited with at least one hour of service to keep you from having a Break in Service during the 2004 Plan Year.

In the above example, if you return to work in 2006, even though you had been absent part of 2003, all of 2004 and all of 2005, you will have incurred only a one-year Break in Service for the 2005 Plan Year since the 2003 and 2004 Plan Years did not count as a Break in Service, so you do not lose your prior Credited Service and Vesting Service.

Section 14

LOSS OF BENEFIT

The Plan is a valuable tool in planning for your retirement years. As you work for United Supermarkets, Ltd. , you continue to build years of Credited Service and Vesting Service. Obviously, the longer you work for United Supermarkets, Ltd. , the greater your Accrued Benefit becomes.

Termination

However, if your employment with United Supermarkets, Ltd. ends before your benefit is vested, you will not receive any benefits under the Plan.

Change of Address

If you leave United Supermarkets, Ltd. and have a Vested Termination Benefit under the Plan, you need to keep the Retirement Committee informed of your current mailing address so your checks may be mailed to you. If there is any doubt as to whether or not you are receiving your checks, you will be notified by mail at your last known address in the Retirement Committee's records that your checks will be stopped until you provide evidence you are still alive and your checks are being sent to the proper mailing address. If your checks are stopped but are started again at a later date, you will be entitled to a make-up payment equal to the sum of the checks you did not receive.

Loss of Service

You may lose the Credited Service and Vesting Service you have earned if you leave United Supermarkets, Ltd. after becoming a Participant in the Plan and are later reemployed. Section 13 describes the conditions that may cause you to lose this service.

**Non-Assignability of Benefits,
Qualified Domestic Relations Orders (QDROs)**

The Plan's assets are used exclusively to provide benefits to you and your survivors while the Plan continues. They cannot be used for any other purpose. This applies both to United Supermarkets, Ltd. and to you, because you cannot assign, transfer or encumber your benefits nor use them as collateral for a loan.

However, plans such as ours must obey certain court orders (such as divorce decrees) that require a percentage of your benefits to be paid to your spouse, former spouse, child, or dependent. If such an order is a "**Qualified Domestic Relations Order**" (QDRO) from a court, any such payments will not violate this rule. In order to be "qualified," the court order has to meet certain standards. You should understand that the Plan has no discretion in these matters. The Plan must obey the order of the court.

Section 15
INVESTMENT OF THE TRUST FUND

Summary Plan Description
Retirement Plan for Employees of
United Supermarkets, Ltd.

The contributions to the Plan are deposited and held in the Retirement Trust for Employees of United Supermarkets, Ltd. Current contributions by United Supermarkets, Ltd. to the Plan are being deposited with the Plan Trustee, and are invested under the terms of a trust agreement between United Supermarkets, Ltd. and the Trustee. Benefit payments are currently being paid by the Trustee from the assets held in the trust fund. The Trustee is Amarillo National Bank and their address is Plaza One, Box 1, Amarillo, Texas, 79105.

Section 16

PLAN AMENDMENT AND TERMINATION

No amendment to this Plan can retroactively reduce benefits already accrued by you, except when required to comply with an act of Congress or an Internal Revenue Service rule. Although the United Supermarkets, Ltd. intends the Plan to be permanent, it reserves the right to amend or to terminate the Plan at any time. Upon termination of the Plan, you will become 100% vested in your current Accrued Benefit. However, benefits will be provided only by the assets of the Trust Fund at the time of Plan termination and ordinarily no further contributions will be made. The assets will be distributed in a manner approved by the Internal Revenue Service and in accordance with rules administered by the Pension Benefit Guaranty Corporation (PBGC).

Distributions in Event of Plan Termination

In the event that the Plan should be terminated, annuities may be purchased from an insurance company to provide the benefit to which you are entitled. However, small benefits with a value of \$5,000 or less may be paid in a lump sum.

The Retirement Committee expects the assets of the Plan to be sufficient to fund your retirement benefits. However, if, on termination, there are not sufficient assets to fund the Accrued Benefits of all Participants, the assets will be allocated according to the following priorities:

- First, to that portion of the Accrued Benefits derived from voluntary contributions, if any;
- Next, to that portion of the Accrued Benefits derived from mandatory contributions, if any;
- Next, equally to:
 - (1) Retired or terminated participants who started receiving benefits at least three years prior to Plan termination; and
 - (2) Beneficiaries of any deceased, retired or terminated participants who started commencement of benefits at least three years prior to Plan termination; and
 - (3) Participants who could have retired (i.e., met eligibility requirements for Normal or Early Retirement) but did not receive pay-

Section 16

PLAN AMENDMENT AND TERMINATION

Summary Plan Description
Retirement Plan for Employees of
United Supermarkets, Ltd.

ment of benefits at least three years prior to Plan termination or beneficiaries of such participants who could have retired but did not at least three years prior to Plan termination;

–Next, all benefits guaranteed by the Pension Benefit Guaranty Corporation (PBGC), if any (see next subsection);

–Next, all vested (determined prior to termination) benefits not guaranteed by PBGC.

–Last, all other Accrued Benefits.

If there are assets remaining after all the benefits in the above priorities have been paid in full, the remaining assets will be distributed to United Supermarkets, Ltd.

Benefits Insured by PBGC

Your pension benefits under this plan are insured 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 their plan, but some people may lose certain benefits.

The PBGC guarantee generally covers: (1) Normal and early retirement benefits; (2) disability benefits if you become disabled before the plan terminates; 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 for the year in which the plan terminates; (2) some or all of benefit increases and new benefits based on plan provisions that have been in place for fewer than 5 years at the time the plan terminates; (3) benefits that are not vested because you have not worked long enough for United Supermarkets, Ltd.; (4) benefits for which you have not met all of the requirements at the time the plan terminates; (5) 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 (6) non-pension benefits, such as health insurance, life insurance, certain death benefits, vacation pay, and severance pay.

Section 16

PLAN AMENDMENT AND TERMINATION

Summary Plan Description
Retirement Plan for Employees of
United Supermarkets, Ltd.

Even if certain of your 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>.

Section 17

YOUR LEGAL RIGHTS

If you believe that your rights under the Plan have been violated, you have the right to bring legal action against the Plan in a court of law. The Retirement Committee is the agent named to receive service of legal process. The Trustee may also receive service of legal process.

As a Participant in this Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Participants are entitled to:

- Examine, without charge, at the Retirement Committee'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 available at the Public Disclosure Room of the Pension and Welfare Benefit Administration.
- Obtain copies of all 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 upon written request to the Retirement Committee. The Retirement Committee may make a reasonable charge for the copies.
- Receive a summary of the Plan's annual financial report. The Retirement Committee is required by law to furnish each Participant with a copy of this summary financial report.
- Obtain a statement telling you whether you have a right to receive a benefit on your Normal Retirement Date and if so, what your benefits would be at your Normal Retirement Date if you stop working under the Plan now. If you do not have a right to a benefit, the statement will tell you how many more years you have to work to get a right to a benefit. This statement must be requested in writing and is not required to be given more than once every twelve (12) months. The Plan must provide the statement free of charge.

DOL Regulations also require that you, as a Participant, or any Beneficiary of the Plan can obtain, without charge, a copy of the procedures governing a qualified domestic relations order (QDRO) from the Plan Administrator.

In addition to creating rights for Plan Participants, ERISA imposes duties upon the people who are responsible for the operation of the 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 United

Section 17

YOUR LEGAL RIGHTS

Supermarkets, Ltd., your union, or any other person, may fire you or otherwise discriminate against you in any way just to prevent you from obtaining a benefit or from exercising your powers under ERISA.

If your claim for a benefit is denied or ignored, in whole or in part, you have a right to know why this was done, 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 do not receive them within 30 days, you may file suit in a Federal court. In such a case the court may require the Retirement Committee 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 Retirement Committee. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support 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 these costs and fees, for example, if it finds that your claim is frivolous.

If you have any questions about your Plan, you should contact the Retirement Committee. 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 Area Office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and 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.

Section 18 TOP-HEAVY RULES

The Internal Revenue Code contains a test that must be performed every year on qualified plans such as this one. The test was designed to ensure that all employees benefit from the Plan on a fair and equitable basis. In general, if key employees (owners, shareholders, highly compensated employees, etc.) are entitled to more than 60% of the benefits, the Plan is determined to be “Top Heavy”.

This Plan is not currently top-heavy, and it is unlikely that it will become top-heavy in some future year. However, the Department of Labor requires that these top-heavy rules be included in this booklet in the event it might happen.

Minimum Benefit

If the Plan is top-heavy, your Accrued Benefit can never be less than your Minimum Benefit. Your Minimum Benefit is 2% of your highest 5-year average monthly compensation multiplied by the number of your years of Vesting Service, up to a maximum of 10 years, that you earned during Plan Years that the Plan is top-heavy.

If you are a participant in another plan maintained by United Supermarkets, Ltd. , the Minimum Benefit may be provided in or combined with the benefit under that plan. If the other plan is a defined contribution plan, a contribution equal to 5% of compensation will satisfy the 2% per year Maximum Benefit accrual.

Minimum Vesting

In the first year this Plan becomes top-heavy, the vesting schedule will switch from the one described in Section 8 to the one below:

<u>Years of Vesting Service</u>	<u>Percentage Vested</u>
Less than 2 years	0%
2	20%
3	40%
4	60%
5	80%
6 or more	100%

This vesting schedule will remain in effect until the Plan is no longer top-heavy. However, if you have three or more years of Vesting Service when the Plan ceases to be top-heavy, the above Minimum Vesting schedule will continue to apply to you. If you have two but less than three years of Vesting Service, you will continue to be 20% vested until your vested percentage under Section 8 is greater.



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