

CO-OP RETIREMENT PLAN

Summary of Material Modifications

March 1, 2008

1. **In General.** This document is being provided to you to inform you of certain changes that have been made to the Co-op Retirement Plan (the “Plan”). Because these changes affect the information contained in the summary plan description (“SPD”) and previous Summary of Material Modifications you previously received for the Plan, you should keep this document with your copy of the SPD and that Summary.
2. **Changes.** The Plan has been amended to make the following changes:
 - a. **Disability Retirement: Initial Eligibility.** The Plan’s Disability Retirement eligibility criteria previously depended upon the date on which the Social Security Administration (the “SSA”) deemed an individual’s disability to have commenced. The SSA recently informed United Benefits Group that it would no longer consistently provide such a date. As a result, the Plan was amended to provide eligibility criteria that reference the date an individual receives his or her first disability payment from the SSA. Effective with respect to applications for a Disability Retirement Annuity received by United Benefits Group on or after November 1, 2007, a participant is eligible to receive a Disability Retirement Annuity only if he or she:
 1. Completed at least 36 months of benefit accrual service (“Creditable Service”) as of the last day of the month immediately preceding the month in which he or she receives the first disability payment from the SSA;
 2. Received Creditable Service in at least 12 of the 24 months immediately preceding the month in which he or she receives the first disability payment from the SSA;
 3. Has not received a disability payment from the SSA in or for the month prior to or concurrent with the month in which he or she most recently became employed by a Plan Participating Employer;
 4. Became disabled, in the judgment of the SSA;
 5. Provides to the Plan’s Retirement Committee written evidence of a SSA determination that disability benefits are payable and a written application for benefits;
 6. Terminates employment before the first day of the month in which he or she receives his first disability payment from the SSA; and
 7. Does not claim a disability resulting from armed forces service or an act of war, or that occurred after terminating employment, while self-employed, during a leave of absence, or, typically, during a period in which he or she is not making contributions.

A participant who satisfies each of the above criteria will begin to receive a Disability Retirement Annuity for the month in which the first SSA disability payment is made.

- b. **Disability Retirement: Continuing Eligibility.** As noted above, the Plan relies upon the SSA's initial determination of whether a participant is disabled. Previously, a participant was then considered to recover from disability if the SSA decided a recovery had occurred (and, thus, stopped payments) or the Retirement Committee learned that the participant had returned to work in any capacity for any employer for any portion of any day.

The Retirement Committee has learned that the SSA has various programs that encourage disabled individuals to return to work – sometimes in a limited capacity – while still receiving disability benefits. In response, the Plan has been amended to provide that a participant will continue to receive Plan disability benefits so long as he or she continues to receive SSA payments (and without regard to whether the participant returns to work). The Retirement Committee may request proof of continued receipt of SSA disability payments and may stop benefit payments if sufficient proof is not provided upon request. These changes apply to participants who apply for a Disability Retirement Annuity on or after November 1, 2007.

- c. **Annual Benefit Limitations.** As the SPD explains, the Internal Revenue Code of 1986 limits the amount of annual benefits a participant may receive from the Plan. In addition, effective January 1, 2008, your benefit accruals will cease if your accrued benefit reaches the applicable limit – even if you have not yet begun to receive payments.

- d. **Distribution of Contributions and Interest.** When the total of a participant's contributions and interest thereon exceeds the total of all monthly payments made to a participant and his or her Beneficiaries, and no monthly payments remain, the Plan requires a lump sum distribution of the excess amount of contributions and interest. When a participant or his or her Beneficiaries are receiving a portion of the participant's benefit from the Plan's trust and a portion under the Prudential group annuity contract, benefit payments may have ceased from the trust but remain payable under the annuity contract if the participant elected different distribution forms. The first sentence of this paragraph did not apply in that situation, but the Plan has been amended to apply a special rule that does.

Under the special rule, the participant's beneficiary may receive a lump sum distribution of the excess of (1) the contributions made, and interest accrued on all contributions, after the Prudential annuity contract was purchased, over (2) all benefit payments made from the trust. This change is effective for written applications for the lump sum distribution received by the Retirement Committee on or after December 6, 2007.

Questions? If you have questions regarding these changes to the Plan, please contact United Benefits Group by telephone at (800) 816-5535 or by writing to P.O. Box 169005, Kansas City, Missouri 64116.