

CO-OP RETIREMENT PLAN

Summary of Material Modifications

September 1, 2007

1. **In General.** This document is to inform you of certain changes that have been made to the Co-op Retirement Plan (the “Plan”). These changes affect the information contained in the summary plan description (“SPD”) effective September 12, 2006 that you previously received for the Plan.
2. **Changes.** The Plan has been amended to make the following changes:
 - a. **Transferring Employment.**
 - Effective October 31, 2006, the Plan was amended to clarify that a participant will not be deemed to have separated from service if he or she transfers employment from one Participating Employer to another in connection with a merger, consolidation, or transfer of substantially all the employer’s employees. As a result, such a transferring participant’s participation in the Plan will be seamless with respect to service accrual and employee contributions.
 - Effective September 1, 2007, the following employee contribution and Creditable Service (benefit accrual service) rules will apply to a participant who terminates employment with a Participating Employer and becomes employed by any Participating Employer in the following month on or before the same numbered day of the month he or she terminated. He or she will not be required to make an employee contribution for the month of the initial termination, but will make a contribution for the subsequent month. He or she will receive a month of Creditable Service, however, for each month. For example, consider a participant who terminates employment with a Participating Employer on October 10, 2007, and becomes employed by any Participating Employer on November 9, 2007. He or she will not make an employee contribution for October, will make a contribution for November, and will receive Creditable Service for both October and November. This is consistent with the Plan’s normal rules that provide Creditable Service for any month in which a participant is employed, but do not require an employee contribution in a month in which employment is terminated.
 - A participant who terminates employment and becomes employed by any Participating Employer in the following month on a date *later* than the same numbered day of the month he or she terminated, however, will not make an employee contribution or receive Creditable Service for the month of reemployment. He or she also will not make an employee contribution for the month of termination, although he or she will receive

Creditable Service for that month. He or she will again begin to make employee contributions and receive Creditable Service as of the first day of the following month. This change is also effective September 1, 2007.

- Finally, effective September 1, 2007, a participant who terminates employment and becomes employed by any Participating Employer during the same calendar month, will make an employee contribution and receive Creditable Service for that month.

b. **Explanation and Application Period.** Effective April 1, 2007, the period for making benefit elections, providing spousal consent (when necessary), and starting benefits is extended. Prior to a participant starting to receive a benefit, United Benefits Group generally is required to provide him or her a written explanation of the Plan's standard benefit form, right to waive that form, spousal consent requirements, and relative value of various benefit forms. Previously, a Normal, Early, or Deferred Retirement Annuity, or the distribution of the employee-purchased portion of an accrued benefit under Option B, could not be elected to begin less than 30 (subject to certain waiver rules) or *more than 90 days* after that explanation is provided. In addition, benefit applications and any necessary spousal consents must have been received by United Benefits Group (or, if mailed or faxed, postmarked or have a confirmation date) no more than *90 days* after the date the explanation was provided. Effective April 1, 2007, those periods were extended from 90 days to *180*.

c. **Reemployed Participants.** The Plan has been amended to address benefit forms available when a former participant who is receiving a retirement or termination annuity becomes reemployed by a Participating Employer and elects to continue to receive that benefit while accruing an additional benefit based only on new wages and service. We sometimes refer to such a participant as opening a "second account" (although it could easily be one of more than two accounts for a participant who has reentered the Plan multiple times). Previously, the Plan was amended to require that a participant reemployed on or after April 1, 2006, receive his or her "second account" benefit in the same form as he or she is already receiving a benefit. The Plan has now been amended to provide benefit options to *some participants* reemployed on or after April 1, 2006, and who had not begun to receive their "second account" benefits as of August 9, 2007. Such a participant *who has experienced a change in marital status since the time he or she began to receive a previous benefit* – whether that be because of death, divorce, remarriage, or an initial marriage – will no longer be bound by previous elections. He or she will, instead, have available the optional forms of benefit otherwise available to a married or unmarried participant, as applicable as of the time "second account" benefits will begin. If the participant is married at such time, he or she must receive spousal consent to a non-joint-and-survivor annuity benefit (such as an Individual Member Benefit, Ten Year Certain and Life, or Level Income Option).

- d. **Post-RBD Accruals.** The Plan requires that a participant begin to receive his or her benefits no later than the April 1 following the calendar year in which he or she attains age 70 1/2 (known as his or her “Required Beginning Date” or “RBD”). The Plan also requires that benefits accrued after a participant’s RBD be reflected in increased monthly payments as of the January payment following the year they are accrued. The Plan has been amended to clarify that such benefits may first be reflected later in the event of an administrative delay, but they must still be reflected as soon as practicable. Thus, for example, where United Benefits Group is unable to determine and verify until February whether a participant received 12 months of Creditable Service for the previous calendar year, benefit payments may not increase until March. The March payment will also include additional amounts, however, equal to the amount by which the January and February payments would have been increased if not for the administrative delay. This change is effective immediately.
- e. **Disclaiming Benefits.** Effective March 15, 2007, a surviving spouse or beneficiary may disclaim his or her rights to the entire benefit payable to him or her by executing a disclaimer that meets the following requirements:
- (1) is in writing, on a form provided by the Plan’s Retirement Committee or its designee, and witnessed by a notary public;
 - (2) is received by the Retirement Committee or its designee not later than the date that is nine months after the later of: (A) the earliest date on which he or she first could have begun to receive the benefit; or (B) the day on which he or she attains age 21;
 - (3) is received by the Retirement Committee or its designee before he or she has received *any* amount from the Plan; and
 - (4) does not direct to whom his or her interest shall be paid.

If a surviving spouse or beneficiary executes a valid disclaimer that satisfies those four requirements, the deceased participant’s benefits will be paid as if the surviving spouse or beneficiary had predeceased the participant. A surviving spouse or beneficiary should consult an individual tax advisor regarding the tax consequences of disclaiming a benefit.

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.