UNITED FOOD AND COMMERCIAL WORKERS LOCAL 1776
HOUSING TRUST FUND
SUMMARY PLAN DESCRIPTION

This brochure describes the United Food and Commercial Workers Local 1776 Housing Trust Fund ("Fund"). The United Food and Commercial Workers Local 1776 Housing Trust Fund was established pursuant to collective bargaining agreements between the United Food and Commercial Workers Local 1776 ("Union") and various food industry employers. The purpose of the Fund is to provide housing assistance to participants. These programs may include rental assistance through providing security deposits and rental guarantees and home buying assistance through both loan guarantees and mortgage buy-down programs. All covered participants will be eligible to participate in the programs, provided that they meet the objective financial and other uniform and nondiscriminatory criteria that the Fund will establish after consultation with financial and real estate professionals.

The Fund was established and is maintained as a result of collective bargaining between your Union and various employers. It is maintained by employer contributions and any earnings thereon. Accordingly, employers pay the full cost of the benefits provided. This summary of the Fund is effective as of January 1, 1996.

This document is the official Fund explanatory document. Because it is written in nontechnical language and summarizes your rights under the Fund, it also serves as the Summary Plan Description. You should read this Summary Plan Description carefully; it provides you with a description of the Fund’s eligibility rules, the benefits to which you may be entitled, and the Fund’s operations. It also describes your rights under the Fund and the law if you believe you have been improperly denied benefits under the Fund or if you have a complaint about the services you received.

This Summary Plan Description contains the current rules on eligibility, benefits and any other matters. However, these rules may change and, if so, you will be notified of those changes. Other rules that apply are contained in the United Food and Commercial Workers Local 1776 Housing Trust Fund Trust Agreement.

SECTION I

PURPOSE AND ELIGIBILITY

The UFCW Housing Trust Fund was established for the purpose of providing housing assistance benefits for participants. The Fund is in the process of accumulating sufficient monies to initiate these housing assistance programs. The employers’ contributions are strictly held in trust and are being invested to generate additional income. Because the Fund has not to date accumulated sufficient monies to launch broad-based housing assistance programs, its activities have necessarily been limited. At the present time, the Trustees plan to sponsor a workshop to assist participants regarding financial assistance for the acquisition of housing. Once sufficient monies have
been accumulated, the Trustees intend to begin to initiate the housing assistance programs, including rental assistance through providing security deposits and rental guarantees and home-buying assistance through both loan guarantees and mortgage buy-down programs.

All participants will be entitled to attend any workshops. The Trustees will make every effort to ensure that the programs are offered at a low cost to participants.

When the Fund initiates the housing assistance programs, all participants will be permitted to apply for any program. The Fund’s Trustees will develop objective criteria for providing assistance based on recommendation from financial and real estate professionals. The Fund will provide written notice of all programs and the necessary criteria for acceptance to all participants as the programs are developed.

The housing assistance programs will be funded through a trust under which participating employers with collective bargaining agreements with the Union are required to make contributions to the Fund. Participants are not required (or permitted) to make contributions.

SECTION 2

GENERAL PROVISIONS

Fund Interpretation: The Board of Trustees (“Board”) under the Fund has the exclusive right, power and authority, in its sole and absolute discretion, to administer, apply and interpret the Fund, the Trust Agreement and any other Fund documents and to decide all matters arising in connection with the operation or administration of the Fund. Without limiting the generality of the foregoing, the Board shall have the sole and absolute discretionary authority to: (1) take all actions and make all decisions with respect to the eligibility for, and the amount of, benefits payable under the Fund; (2) formulate, interpret and apply rules, regulations and policies necessary to administer the Fund in accordance with its terms; (3) decide questions, including legal or factual questions, relating to the calculation and payment of benefits under the Fund; and (4) resolve and/or clarify any ambiguities, inconsistencies and omissions arising under the Fund, Trust Agreement or other Fund documents. All determinations made by the Board with respect to any matter arising under the Fund, Trust Agreement any other Fund documents shall be final and binding on all affected participants.

Amendment and Termination: The Trustees of the Fund reserve the right, in their sole and absolute discretion, to amend, modify or terminate this Fund, at any time and for any reason, without notice, by a written instrument duly executed pursuant to the terms of the Fund’s Agreement and Declaration of Trust.
SECTION 3

CLAIM REVIEW PROCEDURE

Application. A participant who desires to apply for benefits must do so by completing and filing an application. Each such application must be supported by such information and data as the Board deems relevant and appropriate in accordance with rules and regulations promulgated by the Board. Written notice of the disposition of an application will be furnished to an applicant within 90 days after the application is filed, unless special circumstances require an extension of time for processing the claim. If such an extension of time for processing is required, written notice of the extension will be furnished to the applicant prior to the termination of the initial 90-day period. In no event will such extension exceed a period of 90 days from the end of such initial period. The extension notice will indicate the special circumstances requiring an extension of time and the date by which the Board expects to render the final decision.

Denial. (a) In the event that any application for benefits is denied, the participant whose application has been so denied will be notified of such denial (or adverse benefit determination) in writing by the Board. The notice advising of the denial will specify the reason or reasons for denial, make specific reference to pertinent Fund provisions, describe any additional material or information necessary for him or her to perfect the claim (explaining why such material or information is needed), and advise of the procedure for the appeal of such denial.

(b) The participant whose claim has been denied (the “Claimant”) can file with the Board a notice of desire to appeal the denial. Such notice must be filed within sixty (60) days of notification of the denial, must be made in writing, and must set forth all of the facts upon which the appeal is based. All appeals will be made by the following procedure:

(1) The Board will, within thirty (30) days of receipt of the notice of appeal, establish a hearing date on which the participant may make an oral presentation to the Named Appeals Fiduciary in support of his/her appeal. The Claimant (or representative) will have the right to submit written or oral evidence and argument in support of his/her claim at such hearing. The Claimant will be given not less than ten (10) days’ notice of the date set for the hearing. At the hearing (or prior thereto upon five (5) business days’ written notice to the Board), the Claimant (or representative) will have an opportunity to review all documents which are pertinent to the claim at issue.

(2) The Named Appeals Fiduciary will consider the merits of the Claimant’s written and oral presentation, the merits of any facts or evidence in support of the denial and such other facts and circumstances as the Named Appeals Fiduciary deems relevant. If the Claimant elects not to make an oral presentation, such election will
not be deemed or adverse to his/her interest, and the Named Appeals Fiduciary will proceed as set forth below as though an oral presentation of the contents of the Claimant’s written presentation had been made.

(3) The Named Appeals Fiduciary will render a determination within 60 days of the receipt of the appeal (unless there has been an extension of no more than 60 days due to special circumstances, provided that the delay and the special circumstances occasioning it are communicated to the claimant in writing within the first 60-day period). That determination will be accompanied by a written statement presented in a manner calculated to be understood by the Claimant and will include specific reasons for the determination is based. The determination so rendered will be binding upon all parties.

**Named Appeals Fiduciary.** The Named Appeals Fiduciary will be the person or persons named as such by the Board. The Named Fiduciary may at any time be removed by the Board. Any such removal may be with or without cause and will be effective on the date stated in the notice of removal. The Named Appeals Fiduciary will be a “Named Fiduciary” within the meaning of ERISA, and, unless appointed to other fiduciary responsibilities, will have no authority, responsibility, or liability with respect to any matter other that the proper discharge of the functions of the Named Appeals Fiduciary as set forth herein.

**Additional Rules.** The following additional rules will apply to the claims procedures set above.

(a) The Fund will maintain administrative safeguards and processes to ensure that any determination is made in accordance with the provisions of the Fund, on a consistent basis concerning prior determinations, with respect to similarly situated participants and Claimants.

(b) Any Claimant may designate an authorized representative to act on his/her behalf with respect to the claims procedures set forth herein, subject to verification that he or she is appropriately authorized by the Claimant.

(c) Any notification as to an initial adverse benefit determination will include a statement as to the time limits applicable to appeals procedures and a statement as to the Claimant’s right to bring a civil action under Section 502(a) of ERISA following an adverse appeals determination.

(d) The Claimant will be provided upon request, and free of charge, reasonable access to, and copies of, all “relevant” (within the meaning of U.S. Department of Labor Regulations §2560.503-1(m)(8)) documents and information pertaining to his or her claim.

(e) Any Claimant may proceed to court immediately and file a lawsuit under ERISA and will be deemed as having exhausted all administrative remedies under
the Fund, if the Fund fails to comply with the claims procedure rules as set forth in the Fund and U.S. Department of Labor Regulations § 2560.503-1, without any deference to the Board’s or Named Appeals Fiduciary’s determination on the claim.

(f) If the Board of Trustees specifies a regularly scheduled time at least quarterly to review claims appeals, a Claimant’s request for review will be acted upon at the specified meeting time immediately following the receipt of the Claimant’s request, unless such request is filed within thirty (30) days preceding such date. In such instance, the decision will be made no later than the date of the second specified meeting time following the Trustees’ receipt of such request. If special circumstances (such as a need to hold a hearing) require a further extension of time for processing a request, a decision will be rendered not later than the third specified meeting time following the Trustee’s receipt of such request, and written notice of the extension shall be furnished to the Claimant prior to the commencement of the extension.

STATEMENT OF ERISA RIGHTS

Regulations of the federal government require that the following statement appear in this document. Not all of the statement is necessarily accurate or specifically applicable to this Fund.

As a participant in the Fund, you are entitled to certain rights and protection under the ERISA, as described below.

ERISA provides that all Fund participants will be entitled to:

(i) Examine, without charge, at the Administrator’s office and at other locations such as work sites, all Fund documents, including copies of all documents filed by the Fund with the U.S. Department of Labor;

(ii) Obtain copies of all Fund documents and other Fund information upon written request to the Administrator. The Administrator may make a reasonable charge for the copies.

In addition to creating rights for Fund participants, ERISA imposes duties upon persons who are responsible for the operation of the Fund. The people who operate the Fund called “fiduciaries” of the Fund, have a duty to do so prudently and in the interest of you and other participants and beneficiaries. No one, including your employer, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit or exercising your rights 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 Fund 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 Administrator to provide the materials and pay you up to $110 a day until you receive the material, unless the materials were not sent because of reasons beyond the control of the Administrator. 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. If it should happen that Fund fiduciaries misuse the Fund’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 your claim frivolous.

If you have questions about the Fund, you should contact the Administrator. If you have any questions about this statement or about your rights under ERISA or need assistance in obtaining documents from the Administrator, you should contact the nearest office of the Pension and Welfare Benefits Administration, U.S. Department of Labor listed in your telephone directory or the Division of Technical Assistance and Inquiries, Pension and Welfare Benefits Administration, U.S. Department of Labor, 200 Constitution Ave., N.W. Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publication hotline of the Pension and Welfare Benefits Administration.

**PLAN INFORMATION**

The following additional information concerning the Fund is being provided to you in accordance with government regulations.

- **Sponsor:** The Board of Trustees of the United Food and Commercial Workers Local 1776 Housing Trust Fund
- **Fund Name:** United Food and Commercial Workers Local 1776 Housing Trust Fund
- **Name of Fund Administrator:** UFCW Housing Trust Fund
  - 3031A Walton Road
  - Plymouth Meeting, PA 19462
  - (610) 940-1805
Fund Trustee: Union Trustee:
Wendell W. Young, IV
Vice President
United Food and Commercial Workers Local 1776

Employer Trustee: Anne Clyburn
Chief Executive Officer
UFCW Local 1776 Federal Credit Union
3031A Walton Road, Suite 301
Plymouth Meeting, PA 19462
(resignation of Employer Trustee.)

Employer I.D. #: 23-2757284

Plan Year: January 1 - December 31

Type of Fund: Employee welfare benefit fund providing employee assistance benefits.

Type of Administration: Self- administered.

Plan Number: 501

Benefits are provided from the Fund assets which are accumulated under the provisions of the applicable collective bargaining agreements and the Trust Agreement and are held in a trust fund for the purpose of providing benefits to covered participants and defraying reasonable administrative expenses. Assets of the Fund are managed under the authority of the Board of Trustees.

In discharge of their duties, the Trustees are aided and advised by Fund legal counsel, an accountant and an investment consultant. Service of Legal Process may be made upon the Board of Trustees at the address set forth above.

SECTION 4
DEFINITIONS
Employee: An individual employed under a collective bargaining agreement with United Food and Commercial Workers Local 1776 under which the Employer is required to make contributions to the Trust Fund.

Employer: An Employer is an employer that currently has in force or hereafter executes a collective bargaining agreement with United Food and Commercial Workers Local 1776 under which the Employer is required to make contributions to the Trust Fund.

Fund: The United Food and Commercial Workers Local 1776 Housing Trust Fund.

Participant: An Employee employed under a collective bargaining agreement with United Food and Commercial Workers Local 1776 under which the Employer is required to make contributions to the Trust Fund.

Administrator: The Board of Trustees of the United Food and Commercial Workers Local 1776 Housing Trust Fund who are charged with the responsibility of carrying out the provisions of the Fund.

Trustees: The joint Board of Trustees of the United Food and Commercial Workers Local 1776 Housing Trust Fund consisting of an equal number of Union and participating employer representatives, appointed pursuant to the terms of the Trust Agreement.

Trust Agreement: The Agreement and Declaration of Trust of the United Food and Commercial Workers Local 1776 Housing Trust Fund.