SUMMARY PLAN DESCRIPTION

DAIRY INDUSTRY – UNION PENSION PLAN

For

PHILADELPHIA & VICINITY

Effective January 1, 2021

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INTRODUCTION

The documents which make up the Dairy Industry – Union Pension Plan for Philadelphia & Vicinity, the Plan and the Trust Agreement, are written in technical language that is not easily understood by those unfamiliar with such documents. This Summary Plan Description ("SPD") is designed to inform you of the more important provisions of the Plan which directly affect you in a manner that is more readily understood. While every attempt has been made to describe accurately the principal features of the Plan, because this document is only a summary, there may be situations in which you will need to consult the Plan or the Trust Agreement.

If you have any questions or comments about the Plan, or if you wish to review the Plan and Trust Agreement, please contact Administrative Services Professionals, Inc. (the "Fund Manager"). A complete copy of the Trust Agreement is available for your review during normal business hours at the Fund Manager's offices at 2500 McClellan Avenue, Suite 140, Pennsauken, NJ 08109.

The Plan originally was adopted as of April 1, 1952, and amended and restated subsequently by the Trustees of the Plan (referred to as "the Trustees"). The Plan was established for the exclusive benefit of participants and their beneficiaries in order to provide a source of income at retirement. This SPD applies to participants who leave Covered Employment in or after December, 2001 and who retire on or after January 1, 2002. If you left Covered Employment before that date, please contact the Fund Manager for additional information.

DEFINITIONS

"Benefit Service" – includes hours worked for a Member Company in a union position (includes a probationary union position).

"Covered Employment" – employment with a Member Company in a job covered by a collective bargaining agreement with a Local Union as to which contributions are required to be made to the Plan.

"Local Union" – includes Union Local No. 463, affiliated with the International Brotherhood of Teamsters and the Service Employees International Union, Local 32BJ.

"Member Company" – an employer who is required to contribute to the Plan pursuant to the terms of a collective bargaining agreement with a Local Union or a participation agreement with the Plan.

"Normal Retirement Age" – the later of your 65th birthday or the fifth anniversary of the date you began participating in the Plan. For Benefit Service prior to February 17, 1993, Normal Retirement Age is the later of your 62nd birthday or completion of ten years of Vesting Service.

"Vesting Service" – includes hours worked for a Member Company in both union and non-union positions. See Questions 3 and 4 for more information.

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ELIGIBILITY

1. When do I become eligible to participate in the Plan?

You are eligible to participate if:

- you are employed in Covered Employment; and
- the terms and conditions of your employment are governed by a collective bargaining agreement between your employer and any one of the Local Unions.

Although you do not become a participant until you complete a six-month probationary period, your service credit will be retroactive to the first day of your employment. If your job is not subject to a collective bargaining agreement between a company and a Local Union participating in the Plan, but subsequently that job becomes subject to such a collective bargaining agreement, the Trustees may approve service credit in the Plan retroactive to the first day of your employment, based upon the recommendation of the Fund's actuary.

RETIREMENT BENEFITS

2. How much will my benefit be upon retirement?

The amount of your benefit is determined based on your "Normal Retirement Benefit," which is the monthly amount payable to you in the form of a single life annuity commencing at your Normal Retirement Age. The amount of your Normal Retirement Benefit will generally depend upon the amount of service you have performed while in Covered Employment and the date of your retirement. If you were credited with Benefit Service on or after December 1, 2001, and retire on or after January 1, 2002, then your Normal Retirement Benefit will be:

- $75.00 multiplied by
- the number of years (and fractions of years) of Benefit Service you have earned.

If you retired on or after January 1, 2001 and you were last credited with Benefit Service at any time between December 1, 2000, and November 30, 2001, your Normal Retirement Benefit would be $70 multiplied by your years of Benefit Service. If you did not earn Benefit Service on or after December 1, 2000, your Normal Retirement Benefit will be based on the year you last earned Vesting Service. If you retired or your Vesting Service ended after December 31, 1999, your Normal Retirement Benefit would be $65.00 multiplied by your years of Benefit Service. If you ceased earning Vesting Service prior to January 1, 2000, your Normal Retirement Benefit will be calculated under the provisions of the plan in effect at that time. The benefit rate was $57.00 per month in 1999, $53.00 per month in 1998, $43.00 per month in 1997 and 1996, $31.00 per month in 1995, and $25.00 per month in 1994 and 1993. For periods before 1993, the benefit was calculated in a different manner. If you last earned Vesting Service prior to 1993, please contact the Fund Manager for further information.

NOTE: The Plan provides for some variations in these rates. You should check the Plan document to see if any variations apply to you.

Benefit Service is measured in years and days, and is defined as your period of Covered Employment.

If you are unable to work due to a non-work related disability and you are receiving weekly income disability benefits from a health and welfare plan which is sponsored by a Member Company or to which a Member Company contributes, you can receive up to one year of Benefit Service for any one absence. You can also receive up to one year of Benefit Service if you are receiving worker's compensation for a work-related disability. In addition, you will also receive Benefit Service credit for any time spent in the uniformed services of the United States (providing that you qualify for reemployment rights under the applicable federal law), and during the first year of any layoff or authorized leave of absence.

If you cease to earn Benefit Service at a time when you are not vested, but return to Covered Employment, any Benefit Service earned prior to your break in service will be restored unless the period in which you do not earn Vesting Service equals or exceeds the greater of (i) five years or (ii) the amount of Vesting Service you had earned prior to your break in service. You must complete one year of Vesting Service after you return in order to have your Benefit Service restored. See Questions 8 and 9 for more information about Vesting Service.

3. When will my benefits be paid?

Normal Retirement Benefit

The amount of your Normal Retirement Benefit described in the preceding section is the benefit payable to you if you retire at your Normal Retirement Age. If you have completed at least ten years of Vesting Service and you earned Benefit Service prior to February 17, 1993, you can receive the portion of your Normal Retirement Benefit attributable to such Benefit Service after the later of age 62 or your retirement.

Early Retirement Benefit

You may retire prior to age 65 if:

- You have at least fifteen years of Vesting Service, five years of Benefit Service, and you have attained age 55, or
- You have at least ten years of Vesting Service and have attained age 62, or
- You qualify for a disability pension.

If your pension begins before age 65, the amount of your Early Retirement Benefit will be your Normal Retirement Benefit reduced by the percentage in the applicable table below to reflect that your benefits will be paid over a longer period of time than they would if you retired at your Normal Retirement Age.

For benefits accrued prior to February 17, 1993:

Participant's Age	**Percentage**
62-65	0.0%
61	10.0%
60	18.9%
59	26.7%
58	33.6%
57	39.8%
56	45.2%
55	50.2%

For benefits accrued on or after February 17, 1993:

Participant's Age	**Percentage**
62-65	0.0%
61	12.0%
60	24.0%
59	36.0%
58	42.0%
57	48.0%
56	54.0%
55	60.0%

The amount of the reduction will be adjusted if you retire between birthdays.

Disability Pension Benefit

You will be entitled to receive a Disability Pension Benefit if your Covered Employment terminates because of your total and permanent disability after completing at least ten years of Vesting Service and at least five years of Benefit Service.

In order to qualify for a Disability Pension Benefit, you must have been determined by the Social Security Administration to be totally and permanently disabled or you must present the Trustees with a satisfactory medical opinion that you are totally and permanently disabled and incapable of performing any type of employment. You are not entitled to a Disability Pension Benefit if your total and permanent disability arose while you were engaged in or as a result of your engaging in a felonious enterprise, was caused by your habitual drunkenness or addiction to narcotics, was caused by an intentionally self-inflicted injury, or you engage in any occupation or employment for substantial compensation.

Your Disability Pension Benefit commences as of the first day of the seventh calendar month following the month in which you became totally and permanently disabled and continues until the earlier of the date you cease to be disabled or the date you attain Normal Retirement Age (at which time your pension converts to a Normal Retirement Benefit). If you attain Normal Retirement Age while you are receiving a Disability Pension Benefit, you may make a new election as to form of benefit, with spousal consent, to the extent required by law. If you are entitled to a Disability Pension Benefit after you attain age 55, your benefits will be reduced based upon the Early Retirement Benefit percentages set forth above. If you are entitled to a Disability Pension Benefit before you attain age 55, your benefits will be reduced based on your age when you receive your disability benefits.

Delayed Retirement Benefit

If you commence benefits after Normal Retirement Age, you will receive a Delayed Retirement Benefit. The amount of your Delayed Retirement Benefit is determined by adjusting your Normal Retirement Benefit using certain actuarial factors to reflect that your benefits commenced after your Normal Retirement Age. If your benefit commencement is delayed beyond your Normal Retirement Age because you are working in “suspendable employment” as described in Question 10, however, then your benefit may be adjusted differently. If you work in suspendable employment past your Normal Retirement Age, the Fund Manager will provide you with a notice that explains how your suspendable employment affects your benefits and how your benefit will be adjusted.

If you continue working for a Member Company past age 70½, you will be required to begin to receive your pension the April 1 of the calendar year following the calendar year when you attain age 70½. In addition, if you do not commence your pension by the later of the date you cease working in Covered Employment or the April 1 of the calendar year following the year you attain age 70½, you will be subject to substantial IRS penalties. If you continue working after age 70 ½, your pension benefit will be recalculated as of the end of each calendar year during which you receive Benefit Service. The recalculation will not result in a reduction of your benefit below that which you would have accrued if you were not required to begin distributions at age 70½.

4. What benefits will I receive if I cease to be employed by a Member Company prior to Normal Retirement Age, disability or death?

If you cease working for a Member Company prior to your Normal Retirement Age for a reason other than disability or death, you will be entitled to receive a “Vested Retirement Benefit” if you have completed at least five years of Vesting Service. When you may begin receiving your Vested Retirement Benefit is based on your years of Vesting Service and Benefit Service according to the following table:

YEARS OF VESTING SERVICE	ELECT TO BEGIN PENSION ON OR AFTER:
15 years or more*	55^{th} birthday
10 years, but less than 15 years*	62^{nd} birthday
5 years, but less than 10 years	65^{th} birthday**

*requires at least 5 years of Benefit Service
**applies to those who attain age 62 on or after July 1, 2011

Vested Retirement Benefit Amount

Commencement at age 65

Your Vested Retirement Benefit will be equal to your Normal Retirement Benefit as described in Question 2. Your Vested Retirement Benefit will be effective as of the later of the date you attain age 65 or the date you file an application for benefits with the Fund Manager. If you do not commence your Vested Retirement Benefit until after Normal Retirement Age, your benefit will be adjusted for delayed retirement as described in the "Delayed Retirement Benefit" section of Question 3.

Commencement at or after age 62

Your Vested Retirement Benefit will be equal to your Normal Retirement Benefit as described in Question 2, without any reduction for commencement prior to Normal Retirement Age. Your Vested Retirement Benefit will be effective as of the later of the date you attain age 62 or the date you file an application for benefits with the Fund Manager.

Commencement between age 55 and age 62

If you complete at least fifteen years of Vesting Service and five years of Benefit Service, you may start receiving a Vested Retirement Benefit at any time after reaching age 55. If you elect to begin receiving your Vested Retirement Benefit before you reach age 62, the amount of your benefit will be reduced based on the percentages in the applicable table in the "Early Retirement" section of Question 3. If you elect to begin receiving your Vested Retirement Benefit at age 62 or later, your benefit will be equal to your normal retirement pension as described in Question 2 without any reduction for commencement prior to Normal Retirement Age. Your Vested Retirement Benefit will be effective as of the later of the date that you attain age 55 or the date you file an application for benefits with the Fund Manager.

Note: The amount of your benefit will not reflect any increases in benefits which go into effect after you leave Covered Employment. However, if you return to Covered Employment within twenty-four months of leaving Covered Employment, the increase in benefits will apply to all your years of Benefit Service. If you return to Covered Employment after such twenty-four month period, the increase in benefits will only apply to previous Benefit Service after you have been credited with an additional year of Benefit Service.

5. How will I receive important information about my benefits?

It is very important to make sure that the Fund Manager has your current address, so that you will receive important information that relates to your benefits.

6. How will my benefits be paid?

If you are not married (and are not treated as married under a "Qualified Domestic Relations Order") at the time you commence benefits, your benefit will be paid in the form of a single life annuity. This means that you will receive a monthly benefit during your lifetime and payments will cease upon your death. The amount of your monthly benefit will be equal to your Normal Retirement Benefit, adjusted as described in Questions 3 and 4, if applicable.

If you are married (or are treated as married under a "Qualified Domestic Relations Order") and your employer was required to make any contributions to the Plan on your behalf on or after December 1, 2000, your benefits will be paid in the form of a 50%, 75%, or 100% joint and survivor annuity, unless you and your spouse jointly elect to have your benefits paid in the form of a single life annuity. If you and your spouse do not want to receive your benefits in the form of a joint and survivor annuity, your spouse must provide written consent to your election of a single life annuity with the Fund Manager.

A joint and survivor annuity provides monthly benefit payments to you during your lifetime and then, if you pre-decease your spouse, monthly benefit payments to your surviving spouse for the remainder of their lifetime in an amount equal to 50%, 75%, or 100% of the monthly benefit payments that were made during your lifetime. If your spouse pre-deceases you, your monthly benefit will increase after your spouse's death to equal the amount that would have been payable to you under a single life annuity (this is referred to as a "pop-up" benefit).

Each of the joint and survivor annuity forms of benefit are "actuarially equivalent" to the single life annuity form of benefit. This means that the value of the benefit payments expected to be paid under a joint and survivor annuity are equal to the benefit payments that would be expected to be made under a single life annuity. The Plan's actuary determines the amount of the joint and survivor annuity benefit by applying certain conversion factors to the monthly benefit payable under a single life annuity based on actuarial interest rates and mortality tables.

In addition to the joint and survivor and single life annuity forms of benefit, you may elect to receive your benefit in a lump sum if the actuarial present value of your benefit is $5,000 or less. If you are married, your spouse must consent to your election of a lump sum form of benefit. You have the right to have your lump sum payment made directly to an IRA or another employer's plan that is willing to accept it. Any portion of the lump sum that is paid directly to you is subject to a 20% federal income tax withholding.

The Fund Manager is required to provide you with additional information about your benefit options at certain times and upon your request. Among other things, the Fund Manager must provide you with the terms, conditions, and financial effect of electing to receive your benefit in the form of a joint and survivor annuity, single life annuity, or lump sum.

The Plan also allows rollover distributions in accordance with applicable law. If you have questions about rollovers, please contact the Fund Manager.

7. What benefits will be paid upon my death?

If you die before commencing benefits, your surviving spouse is eligible for a death benefit. This coverage applies whether or not you are still working for a Member Company. To be eligible for this coverage, you must have been married to your spouse throughout the year preceding your death.

If you are eligible for an Early Retirement Benefit as of the date of your death, your spouse is entitled to receive a death benefit commencing as of the first day of the month coinciding with or next following the date of your death. If you are not yet eligible for an Early Retirement Benefit as of the date of your death, your spouse is entitled to receive a death benefit commencing as of the date you would have become eligible for an Early Retirement Benefit.

The monthly amount payable to your surviving spouse will be the amount of the survivor benefit that would have been payable to them under the 50% joint and survivor annuity. If you are eligible for an Early Retirement Benefit at the time of your death, that amount will be determined as if you retired on the day immediately preceding your death. If you are not yet eligible for an Early Retirement Benefit at the time of your death, that amount will be determined as if you had:

- terminated employment on the date of your death (this does not apply if you are not in Covered Employment at the time of your death),
- lived until the earliest date you would have been eligible for an Early Retirement Benefit,
- retired with a 50% joint and survivor annuity commencing as of the earliest date you would have been eligible for an Early Retirement Benefit, and
- died on the day after the earliest date you would have been eligible for an Early Retirement Benefit.

VESTING

8. How do I vest in my benefits?

Your interest in your benefits under the Plan is considered "vested" when your rights in those benefits are nonforfeitable. Under the Plan, your interest in your benefits is vested after you complete five years of Vesting Service. Vesting Service is a period of time measured in years and days beginning with your first day of employment with a Member Company and ending on the earlier of:

- the day your employment terminates by reason of voluntary quit, discharge, or retirement or death,
- 12 months following the date of termination of active employment for any other reason.

Your Vesting Service includes both union and non-union employment with a Member Company. You may also receive up to one year of Vesting Service if you suffer a non-work related disability and receive weekly income disability benefits from a health and welfare plan sponsored by a Member Company, or from a health and welfare plan to which the Member Company contributes. If you suffer a work related disability, you are entitled to Vesting Service for the entire period during which you are receiving worker's compensation benefits. You are further entitled to Vesting Service for the time you are serving in the uniformed services of the

United States (provided that you return to work within the time period provided under federal law) and for the time you are on a leave of absence from a Member Company to serve as an officer or employee of a participant Local Union.

Additionally, effective on and after February 10, 2015, if you first become a union employee because a Member Company acquires ownership of, or purchases the assets of, a company that employs you, you will be credited with Vesting Service for your period of employment with such company prior to such acquisition or purchase.

Until you have earned five years of Vesting Service, you could lose the benefits you earned if you have five consecutive breaks in Vesting Service. A break in Vesting Service occurs if you fail to earn any Vesting Service for a period of at least twelve months (twenty-four months if your absence is incurred (1) because of your pregnancy, (2) because of the birth of your child, (3) because of the placement of a child with you for adoption, or (4) for purposes of caring for your child immediately following its birth or adoption). If you return to work for a Member Company within such twelve (or, if applicable twenty-four) month period, your period of absence counts as Vesting Service.

9. Is my participation in any other pension plan taken into account?

The Plan has reciprocity agreements with three other plans, the Teamsters Pension Trust Fund of Philadelphia and Vicinity, the Central Pennsylvania Teamsters Pension Fund and The Pension Fund of the Philadelphia Bakery Employers and Food Driver Salesmen's Union Local No. 463 and Teamsters' Union Local No. 676. If you have service credit under either of those plans, you should check with the Fund Manager to determine whether that credit enhances your benefit under this Plan.

SUSPENSION OF BENEFITS

10. What happens if I return to work in the dairy industry after I retire?

In general, you are not permitted to receive a pension from the Plan if you are working in the dairy industry, whether or not for a Member Company. Consequently, if you are receiving a pension, your benefits will stop. However, once you reach Normal Retirement Age, you are entitled to your pension under the Plan unless you

- are employed in the same trade or craft and in the same geographic area covered by the Plan as when your pension commenced (or would have commenced if you had not been working in the dairy industry),
- receive payment for services performed on at least 8 days per month, and
- are given a suspension notice by the Plan in accordance with government regulations.

11. Can my benefits be assigned or attached?

No. Generally, you cannot assign your benefits and your creditors may not attach them. Your pension benefits can be awarded to your spouse or a dependent child, however, pursuant to a qualified domestic relations order issued by a court. The Trustees have approved Procedures for Qualified Domestic Relations Orders. You may request a copy of the Procedures, free of charge, from the Fund Manager. In addition, there are limited situations in which the Internal Revenue Service may attach your benefits.

MILITARY SERVICE

12. How will military service impact my benefits with the Plan?

Beginning December 12, 1994, if you serve in qualified military service, contributions, benefits and service credit will be awarded when you return to employment with a Member Company at the same rate you would have received during the military service period. This calculation and determination will be done in accordance with the Uniform Services Employment and Reemployment Act, as amended by the Heroes Earnings Assistance and Relief Tax Act of 2008.

13. What happens to my benefits if I die while performing military service?

If you die while performing qualified military service on or after January 1, 2007, your beneficiaries will be eligible for any additional benefits you would have received if you had resumed covered service with a Member Company and then terminated your employment due to death. This calculation and determination will be done in accordance with the Uniform Services Employment and Reemployment Act.

CLAIM PROCEDURES AND APPEALS

14. What are the Plan’s benefit claim procedures?

All claims for benefits are to be directed to the Fund Manager, whose decision on such matters will be made pursuant to rules applied in a uniform manner to all employees and participants alike. Within 90 days following receipt of a claim for benefits, unless additional time is required for processing the claim, the Fund Manager will determine whether the claimant is entitled to benefits under the Plan. If additional time is required, the Fund Manager will, within the initial 90-day period, notify the claimant that additional time is needed, explain the reason for the extension, and indicate when a decision on the claim will be made, which must, in any event, be within 180 days of the date on which the claim is filed.

A complete or partial denial of a claim for benefits must be stated in writing and delivered or mailed to the claimant. The notice will set forth the specific reasons for the denial. Reference to the Plan provisions on which the denial is based will be included, as well as a description of any additional material or information necessary to perfect the claim, an explanation of why this material or information is necessary, and the steps to be taken if the claimant wishes to submit the claim for review.

15. How do I appeal a denial of a claim for benefits?

If you are not satisfied with the reasons given for the denial of your claim to a benefit, you may submit a request for review to the Trustees, within 60 days following your receipt of the written notification of the denial of your claim.

You or your representative will be given reasonable opportunity to *review* pertinent documents and to submit your position and any evidence in support thereof in writing. A decision on review will ordinarily be made at the next meeting of the Trustees that is at least 30 days after the receipt of your request for review. If additional time is required for a decision, you will be given notice in writing within 60 days of your request for review, and a decision will be made not later than the third meeting of the Trustees after receipt of your request for review.

16. What special rules apply to disability benefit claims?

If your claim is for a disability benefit, the rules are the same except that the Plan has a shorter time to deny your first claim (45 days instead of 90, subject to extension), you may request additional information regarding the denial, and you have a longer time to apply for a review of the denial (180 days instead of 60).

THE TRUST FUND AND PLAN AMENDMENTS

17. What is the Trust Fund?

All the contributions to the Plan, as well as income earned through their investment, constitute the Trust Fund, from which all benefits are provided. It is the duty of the Trustees to administer the Fund and its investments. No funds in the Trust Fund can ever revert back to any employer prior to satisfaction of all obligations to all persons under the Plan, except for the return of contributions made by mistake, if certain requirements are satisfied.

18. Can the Plan be amended or terminated?

The Plan Trustees may amend the Plan at any time. No amendment may deprive any participant or beneficiary of a vested benefit, or permit assets of the Trust Fund to be used for purposes other than the exclusive benefit of participants and beneficiaries and defraying administrative expenses of the Plan.

The Plan will terminate if:

- the Trustees conclude that Trust Fund is inadequate to carry out the purposes of the Plan,
- the Member Companies and participating Local Unions agree to terminate the Plan, or
- otherwise required by law.

In the event of termination, or withdrawal or exclusion of a group of participants constituting a partial termination of the Plan, each affected Participant's benefit as of the date of termination will become fully vested to the extent the benefit is funded.

PLAN ADMINISTRATION AND FUNDING

19. Who is responsible for administering the Plan?

The Plan is operated and administered on a day-to-day basis by the Fund Manager, which is selected, engaged, and monitored by the Trustees. Subject to final approval by the Trustees, the Fund Manager interprets the Plan and decides on matters concerning the operation of the Plan. All decisions of the Fund Manager on benefit claims are final and binding unless the decisions are appealed to the Trustees to the extent permitted under the terms of the Plan. All decisions of the Fund Manager or the Trustees are made pursuant to rules applied in a uniform manner to all employees and participants similarly situated.

20. How is the Plan funded?

The Plan is funded through contributions made by the Member Companies. Member Companies' contributions are dictated and made in accordance with their collective bargaining agreements with the Local Unions. Participants are neither permitted nor required to make contributions to the Plan.

21. What funding requirements must the Plan satisfy?

The Plan's actuary must certify each year whether the Plan meets certain funding thresholds under the Internal Revenue Code of 1986, as amended, and the Employee Retirement Income Security Act of 1974, as amended. If the Plan fails to meet those funding thresholds, the Plan is considered to be underfunded and the Plan's actuary must certify the Plan as being in "endangered status," "seriously endangered status," "critical status," or "critical and declining status," depending on which thresholds the Plan fails to meet.

22. How is my pension benefit affected if the Plan is certified as being underfunded?

In the event that the Plan's actuary certifies the Plan as being in one of the underfunded categories, the Trustees must adopt a "funding improvement plan" or a "rehabilitation plan" that provides for reductions in future benefit accruals, increases in future employer contribution rates, the reduction or elimination of certain "adjustable benefits," or a combination of the foregoing. Although the amount and timing of your pension benefit and the available optional forms of benefit are generally determined as described earlier in the SPD, your pension benefit may be affected by changes or reductions under an applicable funding improvement or rehabilitation plan adopted by the Trustees. The Trustees are required to notify you of any such changes or reductions before they become effective.

23. Has the Plan been certified as being in endangered, seriously endangered, critical, or critical and declining status?

The Plan was certified as being in critical status for the Plan Year beginning January 1, 2017, and has remained in critical status since that time. The Trustees have adopted a rehabilitation plan that implemented certain changes in accordance with applicable requirements and the Trustees issued to participants all legally-required notices describing those changes.

PENSION BENEFIT GUARANTY CORPORATION MULTIEMPLOYER PENSION PLAN INSURANCE

24. Are my pension benefits guaranteed or insured?

Your pension benefits under this Plan, a multiemployer plan, are insured by the Pension Benefit Guaranty Corporation (PBGC) a federal insurance agency. A multiemployer plan is a collectively bargained pension arrangement involving two or more unrelated employers, usually in a common industry.

Under the multiemployer plan program, the PBGC provides financial assistance through loans to plans that are insolvent. A multiemployer plan is considered insolvent if the plan is unable to pay benefits (at least equal to PBGC's guaranteed benefit limit) when due.

The maximum benefit that the PBGC guarantees is set by law. Under the multiemployer program, the PBGC guarantee equals a participant's years of service multiplied by (1) 100% of the first $11.00 of the monthly benefit accrual rate and (2) 75% of the next $33.00. The PBGC's maximum guarantee limit is $35.75 per month times a participant's years of service. For example, the maximum annual guarantee for a retiree with 30 years of service would be $12,870.00.

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

For more information about the PBGC and the benefits it guarantees, ask the Fund Manager 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.

STATEMENT OF YOUR RIGHTS UNDER ERISA

As a participant in the Dairy Industry Union Pension Plan for Philadelphia & Vicinity, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 ("ERISA"). ERISA provides that all plan participants shall be entitled to:

Receive Information About Your Plan and Benefits

Examine, without charge, at the Fund Manager's office at other specified locations, such as work sites 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 and available at the Public Disclosure Room of the Employee Benefits Security Administration.

Obtain, upon written request to the Fund Manager, copies of 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. The Fund Manager may make a reasonable charge for the copies.

Receive a summary of the Plan's annual financial report. The Fund Manager is required by law to furnish each participant with a copy of this summary annual report.

Obtain a statement telling you whether you have a right to receive a pension at Normal Retirement Age (age 65) and if so, what your benefits would be at Normal Retirement Age if you stop working under the Plan now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a right to a pension. 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.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit 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 your employer, your union, or any other person, may, fire you or otherwise discriminate against you in any way, prevent you from obtaining a pension benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a pension 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 frames.

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 Fund Manager 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 control of the administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suite in a state or federal court, after you have exhausted the Plan's appeals process. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in federal court. If it should happen the 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 lose, the court may order you to pay these costs and fees, for example, if it finds that your claim is frivolous.

Assistance With Your Questions

If you have any questions about your Plan, you should contact the Fund Manager. 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 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.

BASIC PLAN INFORMATION

<table>
<tr><td>Plan Name:</td><td colspan="2">Dairy Industry – Union Pension Plan for Philadelphia & Vicinity</td></tr>
<tr><td>Plan Sponsor and Administrator:</td><td colspan="2">Trustees of the Dairy Industry – Union Pension Plan for Philadelphia & Vicinity
Kevon Office Center
2500 McClellan Ave., Suite 140
Pennsauken, NJ 08109
(856) 382-2492</td></tr>
<tr><td>Employer Identification No.:</td><td colspan="2">23-6283288</td></tr>
<tr><td>Plan No.:</td><td colspan="2">001</td></tr>
<tr><td>Plan Year:</td><td colspan="2">January 1 – December 31</td></tr>
<tr><td rowspan="2">Fund Manager:</td><td colspan="2">Administrative Service Professionals, Inc.
(856) 382-2492
(833) 925-5585 (Toll-Free)</td></tr>
<tr><td>Postal Address:
P.O. Box 99
Collingswood, NJ 08108</td><td>Physical Address:
Kevon Office Center
2500 McClellan Ave., Suite 140
Pennsauken, NJ 08109</td></tr>
</table>

Service of legal process may be made upon a Plan Trustee or the Fund Manager.

Upon written request, participants and beneficiaries may receive from the Fund Manager information as to whether a particular employer is obligated to contribute to the Plan and such contributing employer’s address. Participants and beneficiaries may also, upon written request, obtain from the Fund Manager a complete list of the employers and employee organizations participating in the Plan.

The Dairy Industry Union--Pension Plan for Philadelphia & Vicinity is maintained pursuant to collective bargaining agreements. A copy of the relevant agreements may be obtained by participants and beneficiaries upon written request to a Local Union, as applicable, and are available for examination by participants and beneficiaries.