

LETTER OF AGREEMENT
by and between
MINER'S INCORPORATED D/B/A SUPER ONE FOODS
and
UNITED FOOD & COMMERCIAL WORKERS LOCAL UNION NO. 1189
(Understanding regarding Health & Welfare transfers)

WHEREAS, the undersigned are parties to collective bargaining agreements (the "Contracts") between Miner's Incorporated ("Employer") and UFCW Local 1189 (the "Union"); and

WHEREAS, the Contracts include provisions relating to the Northern Minnesota Wisconsin Retail Foods Health & Welfare Fund (the "Union Plan") as the incumbent health insurance program for employees covered under the Contracts; and

WHEREAS, Employer has a separate health insurance program (the "Employer Plan") for other employees not covered by the Union Plan, which may be referred to hereafter collectively with the Union Plan as a "Health Plan"; and

WHEREAS, the Health Plans both use the calendar year accounting method; and

WHEREAS, on occasion some of Employer's employees, because of a change in employment status (hereafter "Transferred Employee"), transfer participation eligibility from one Health Plan to the other;

WHEREAS, Employees moving to and from the Health Plans may be subject to the Transferred Employee's paid deductibles and co-pays ("Accrued Out of Pocket Costs") being reduced to zero dollars (\$0);

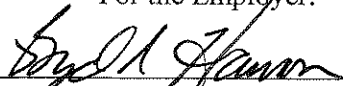
WHEREAS, the Employer and the Union desire to clarify and modify the participation eligibility for a Transferred Employee to grant the opportunity for a Transferred Employee to avoid the Transferred Employee's Accrued Out of Pocket Costs being reset to zero.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein the parties agree as follows:


1. All terms and conditions of the Contracts between the parties shall continue during the term of the Contracts subject to the following modification.
2. The parties agree that a Transferred Employee eligible for either the Union Health Plan or the Employer Health Plan due to a change in employment status with the Employer may remain eligible for the pre-transfer Plan until not later than December 31 of any given plan year.

IN WITNESS WHEREOF the parties have set their hands this 26th day of April, 2017.

For the Employer:


Boyd R. Hanson, HR Director

For the Union:


Tom Cvar, Business Agent