# **Summary Plan Description**

of the

# MEIJER 401(k) RETIREMENT PLAN II

#### TO OUR TEAM MEMBERS

Meijer, Meijer Stores Limited Partnership and Meijer Great Lakes Limited Partnership (together called "Meijer") maintain the Meijer 401(k) Retirement Plan II so that you and other team members may save for retirement on a "tax-favored" basis.

This document is called a "Summary Plan Description." Its purpose is to explain your rights under the Plan. It is based upon the Plan provisions in effect on January 1, 2021. You should carefully read this Summary Plan Description and keep it for future reference.

This Summary Plan Description applies to both "grandfathered" and "nongrandfathered" Bargaining Unit team members. The terms "grandfathered" and "nongrandfathered" are defined on page 2 of this Summary Plan Description.

The primary difference between the two groups of team members is that "grandfathered" team members generally earned their Meijer retirement benefit under a Meijer Pension Plan before the Meijer Pension Plans were "frozen." "Nongrandfathered" team members generally earn their Meijer retirement benefit in a Meijer 401(k) Plan. The Summary Plan Description provides specific information about the different provisions under the Plan that apply to "grandfathered" and "nongrandfathered" team members.

You are responsible for decisions affecting your participation in the Plan. These decisions include the amount of your contributions and the manner in which your accounts will be invested. No one can make these decisions for you. Because these decisions will affect the amount of your retirement benefits, you should carefully review this Summary Plan Description.

This Summary Plan Description has been prepared as accurately as possible. It outlines the Plan, which is a complex and technical legal document. In the event of any difference between the Summary Plan Description and the Plan, the terms of the Plan will control.

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# **OVERVIEW OF THE PLAN**

The Plan is a type of retirement plan known as a "401(k)" plan. The following types of contributions may be made to the Plan:

- You may contribute part of your current compensation instead of receiving it in your paychecks. These contributions are called "salary deferral contributions." Your salary deferral contributions may be made on either a pre-tax or after-tax basis, as explained in the "SALARY DEFERRAL CONTRIBUTIONS" section.
- Meijer may make matching contributions for you based upon the amount of your salary deferral contributions to the Plan.
- Meijer may make a base contribution for each plan year.
- If you are a "grandfathered" team member, Meijer may also make "transition company contributions" for certain plan years.

Your salary deferrals and the Meijer contributions (if any) made for you are credited to accounts in your name. Any amounts you roll over to the Plan from another retirement plan are also credited to an account in your name (see the "ROLLOVERS" section below). Your accounts are invested together with the other participants' accounts in certain investment funds. The amount in your accounts will change in value based upon the increase or decrease in value of the investment funds in which your accounts are invested.

Your benefits from the Plan are the vested amounts in your accounts. When you leave Meijer and become eligible for benefit payments, you will receive payments in the form you choose until you receive the full amount owed to you from your accounts. The vested amount in your accounts will depend on the amount of your salary deferrals, the amount of Meijer contributions (if any) made on your behalf, your investment results, and your years of service with Meijer.

You will not be taxed on the contributions to the Plan (other than your Roth 401(k) contributions), or on the investment earnings credited to your accounts, until these amounts are actually distributed to you from your accounts. You can further delay taxes by rolling over your distribution to a traditional IRA or another employer's eligible retirement plan. Earnings on your Roth 401(k) contributions will not be subject to income taxes if you satisfy certain distribution requirements. See the "TAX RULES ON DISTRIBUTIONS" section for more information, including special rules that apply to distributions from your Roth 401(k) account.

Alight is the recordkeeper for the Plan and provides various administrative services. To change your elections under the Plan, use the Plan website at https://digital.alight.com/meijer or contact the Meijer Rewards Service Center at 1-866-681-6116.

All correspondence regarding the Plan is sent to your address on file at the Meijer Rewards Service Center. So, if you move and change your address, it is very important that you provide the new address:

- If you are employed by Meijer, you should change your address in Workday.
- If you are no longer employed by Meijer, you should change your address on the Plan website or by calling the Meijer Rewards Service Center.

Further, as previously indicated, you have access to your account through the Plan website or by calling the Meijer Rewards Service Center. Your password is used to gain access.

Because the use of your password is your signature for all Plan-related transactions, you should keep your password confidential. If you change or reset your password, you should verify that your address on file at the Meijer Rewards Service Center is current so that any confirmation of the change is mailed to the current address.

# **DEFINITION OF "GRANDFATHERED" TEAM MEMBER**

You are a "grandfathered" team member if you satisfy all of the following requirements:

- You were employed by Meijer on December 31, 2011.
- As of December 31, 2011, you satisfied at least one of the following:
  - You were age 40 or older and had ten or more years of vested service under a Meijer Pension Plan; or
  - You had 20 or more years of vested service under a Meijer Pension Plan, regardless of your age.
- You have not terminated employment with Meijer after December 31, 2011.

You may contact the Meijer Rewards Service Center if you have any questions regarding whether you are a "grandfathered" team member.

# **DEFINITION OF "NONGRANDFATHERED" TEAM MEMBER**

You are a "nongrandfathered" team member if any of the following apply to you:

- You were employed by Meijer on December 31, 2011, but you failed to satisfy the requirements described above to be "grandfathered."
- You were a "grandfathered" team member as of December 31, 2011, but you terminated employment with Meijer after December 31, 2011.
- You were hired or rehired by Meijer after December 31, 2011.

You may contact the Meijer Rewards Service Center if you have any questions regarding whether you are a "nongrandfathered" team member.

# OTHER KEY DEFINITIONS TO ASSIST YOUR UNDERSTANDING OF THE PLAN

The Plan uses a number of terms to describe your rights and benefits. Here are some of the more important terms:

- "Accounts" means the bookkeeping accounts which are used to record your benefits under the Plan. You have separate accounts for various types of contributions. You may have some or all of the following accounts:
  - A salary deferral account, which is used to record your pre-tax salary deferral contributions.
  - A Roth 401(k) account, which is used to record your after-tax salary deferral contributions.
  - A pre-2012 matching contribution account, which is used to record matching contributions made for you before the 2012 plan year.
  - A matching contribution account, which is used to record the matching contributions made for you beginning with the 2012 plan year (or the plan year you became eligible, if later).
  - A pre-2012 discretionary base contribution account, which is used to record discretionary base contributions made for you before the 2012 plan year.
  - A pre-2017 base company contribution account, which is used to record the base contributions made for you beginning with the 2013 plan year (or the plan year you became eligible if later) and ending with the 2016 plan year.
  - A post-2016 base company contribution account, which is used to record the base contributions made for you beginning with the 2017 plan year (or the plan year you became eligible, if later). If you are an eligible "grandfathered" team member, your transition company contributions will also be credited to this account.
  - A rollover account, which is used to record the pre-tax amounts you rolled over from another employer's eligible retirement plan or a traditional IRA.
  - A Roth rollover account, which is used to record the Roth amounts you rolled over from another employer's retirement plan.

Your accounts are adjusted for investment gains and losses.

- "Compensation" means amounts paid to you through Meijer's payroll system that are subject to federal income tax withholding. This includes regular pay, overtime pay, and bonuses. However, the following special rules apply:
  - Your salary deferral contributions under the Plan are counted.
  - Your pay reduction contributions under a flexible benefits plan maintained by Meijer are counted.
  - Any "differential wage payment" made to you while you are in qualified military service is counted.
  - For each type of contribution, amounts paid before you became eligible for that type of contribution are not counted.
  - Amounts earned while working in an ineligible job classification are not counted.
  - Reimbursements, expense allowances and fringe benefits are not counted.
  - Pay for unused supplemental days is not counted.
  - Severance pay is not counted.
- "Highly compensated team member" means, for any plan year, a team member who satisfies one of the following requirements:
  - Is at least a 5% owner of Meijer; or
  - Had at least \$130,000 in compensation during the prior plan year. (The \$130,000 amount is periodically adjusted for inflation.)
- "Plan year" is the fiscal year of the Plan, which is January 1 through December 31. All records of the Plan are based upon payroll weeks for which payment is made during the plan year.
- "Salary deferrals" are contributions to the Plan that you make from your compensation. These contributions are generally made on a pre-tax basis and are sometimes called "401(k) contributions." You may choose to make these contributions on an after-tax basis. The after-tax salary deferrals are called "Roth 401(k) contributions."
- "Vesting schedule accounts" are your accounts under the Plan that are subject to a vesting schedule. See the "VESTED INTEREST IN YOUR ACCOUNTS" section for more information.

# HOW TO BECOME A PARTICIPANT IN THE PLAN

This Plan covers all bargaining unit team members.

The Plan also covers team members who work in a new store in Kentucky, Michigan, or Ohio in a job that is traditionally covered by a collective bargaining agreement between Meijer and a union. However, if you work in a traditional bargaining unit job and do not join a bargaining unit by October 1 of the year following the year in which the store opened, you will become eligible to participate in the Meijer 401(k) Retirement Plan I and will no longer participate in this Plan. If this rule applies to you, your accounts will be transferred to the Meijer 401(k) Retirement Plan I as soon as administratively feasible.

If you are an eligible team member, here is when you will become a participant in the various types of contributions:

# **Salary Deferral Contributions**

You become a participant for salary deferral contributions on your date of employment with Meijer.

To begin making salary deferral contributions, you must enroll and should designate a beneficiary. Meijer Rewards automatically sends enrollment information to newly eligible team members. You may enroll online at the Plan website or you may call the Meijer Rewards Service Center.

# **Matching and Base Contributions**

You become a participant for matching and base contributions on the first Sunday after you complete 12 months of employment with Meijer. If you are a "grandfathered" team member, you became eligible to participate in matching contributions as of January 1, 2018 and you became eligible to participate in base contributions as of March 1, 2020.

# **Transition Company Contributions**

Only "grandfathered" team members are eligible for transition company contributions. "Grandfathered" team members became eligible to participate in transition company contributions on March 1, 2020.

If you leave Meijer after becoming a participant and are later reemployed, you are eligible to participate again as of your date of reemployment to the same extent you were participating before you terminated employment. However, if you are a "grandfathered" team member and your employment terminates, you will lose your "grandfathered" status.

# SALARY DEFERRAL CONTRIBUTIONS

# **How to Make Salary Deferral Contributions**

You elect the amount of your salary deferrals when you enroll. There are limits on how much you may contribute:

- Your salary deferrals may not exceed 75% of your compensation during any pay period.
- Your total salary deferrals during a calendar year under this Plan and any other 401(k) plan or 403(b) plan in which you participate also may not exceed the dollar limit described in the "Dollar Limit on Salary Deferrals" subsection below.
- If you are a highly compensated team member, certain rules in the Internal Revenue Code may limit how much you may contribute.

You may stop salary deferrals, or change your salary deferral percentage, at any time on the Plan website at https://digital.alight.com/meijer or by contacting the Meijer Rewards Service Center at 1-866-681-6116.

# **Pre-Tax or After-Tax Salary Deferrals**

You may choose whether to make your salary deferral contributions on a pre-tax basis, an after-tax basis (called "Roth 401(k) contributions"), or a combination of both. You must make your decision before the salary deferral contributions are made.

Your decision will affect your current income tax liability and the tax status of distributions of your salary deferrals from the Plan. See the "Benefits of Deferring Compensation Under the Plan" subsection below and the "TAX RULES ON DISTRIBUTIONS" section for more information.

You should consult your tax adviser to determine which type of salary deferral contribution is likely to be better for you.

Your salary deferrals do not affect other Meijer-provided benefits that are based upon the amount of your compensation (for example, life insurance or weekly short-term disability benefits). They will continue to be based on your unreduced pay.

# **Crediting of Your Salary Deferrals**

Your pre-tax salary deferrals are credited to your "salary deferral account." Your Roth 401(k) contributions are credited to your "Roth 401(k) account."

# **Benefits of Deferring Compensation Under the Plan**

The benefits of deferring compensation under the Plan are as follows:

- Any amounts contributed to the Plan as a result of your pre-tax salary deferral election are <u>not</u> subject to current income taxes. As a result, your current taxable income will be reduced and you will pay less in income taxes.
- Your Roth 401(k) contributions will not be subject to income taxes at the time of distribution. As a result, your future taxable income will be reduced.
- You may be eligible for a tax credit of between 10% and 50% of your contribution if your adjusted gross income is no more than \$66,000 (if you are married filing jointly) or \$33,000 (if you are unmarried or married filing separately). The maximum contribution eligible for the credit is \$2,000 (\$4,000 if married filing jointly). Here are some resources that may help you determine if you are eligible for the credit and the amount of the credit: the IRS website (www.irs.gov), the IRS tax help line (1-800-829-1040), or a professional tax adviser.
- The amount contributed to the Plan is generally invested on a tax-deferred basis. This means you will not pay income tax on the investment earnings that are added to your accounts. You will pay income taxes only when you receive your benefits from the Plan. As a result, this tax deferral permits a much more rapid accumulation of funds for your retirement.
- A qualified distribution from your Roth 401(k) account is not taxable. See the "TAX RULES ON DISTRIBUTIONS" section for more information.
- Meijer will make a matching contribution based upon the amount of your salary deferrals. See the "MATCHING CONTRIBUTIONS" section for more information.

#### **Dollar Limit on Salary Deferrals**

Federal law limits the amount of your salary deferrals in a calendar year. For 2021, the annual dollar limit is \$19,500. The dollar limit applies to pre-tax salary deferral contributions and Roth 401(k) contributions on a combined basis. This amount is adjusted periodically for inflation.

In addition, if you are at least age 50 by the end of a calendar year, you are also allowed to make "catch-up" salary deferral contributions during the calendar year. For 2021, the dollar limit for the "catch-up" salary deferral contributions is \$6,500. This amount is also adjusted periodically for inflation.

Therefore, if you are at least age 50 by the end of 2021, you may make salary deferral contributions in an amount up to \$26,000 (\$19,500 + \$6,500) during 2021. Again, this amount may be increased after 2021 for increases in the cost of living.

If your salary deferrals exceed the dollar limit for a calendar year, the "excess deferrals" must be included in your taxable income for the year of the deferral. The excess amount will also be taxed again in the year it is distributed to you if it is not withdrawn by April 15 of the following year. To receive a distribution before April 15, your request for distribution must be made by March 1.

Meijer will attempt to prevent your salary deferral contributions to the Plan from exceeding the dollar limit. However, if you also participate in another tax-deferred savings plan sponsored by another employer (such as another 401(k) plan or a 403(b) plan), the dollar limit applies to your total salary deferral contributions to these plans. You will need to monitor the total contributions if you make salary deferral contributions to more than one plan. This could occur, for example, in the first calendar year that you participate in the Plan.

Also, as indicated earlier, if you are a highly compensated team member, certain rules in the Internal Revenue Code may limit how much you may contribute. If your salary deferrals exceed the highly compensated limit for a calendar year, the "excess contributions" will be distributed and included in your taxable income for the year of distribution, which will be the year following the year of the deferral.

#### **MATCHING CONTRIBUTIONS**

Meijer will make matching contributions each pay period based upon the amount of your salary deferrals after you become a participant in the matching contribution portion of the Plan.

# **Amount of Matching Contributions**

After you become eligible for matching contributions, Meijer will contribute 40¢ for each \$1 of your salary deferrals. But no matching contributions will be made with regard to salary deferral contributions that exceed 5% of your compensation for a pay period. Therefore, the maximum matching contribution is 2% of your compensation during any pay period.

# **True-Up Matching Contribution**

Meijer will make a "true-up" matching contribution at the end of the plan year in limited circumstances. This additional contribution will be generally made if your salary deferrals are more than 5% of your compensation in some pay periods, but less than 5% of your compensation in other pay periods. The additional matching contribution will, when added to the matching contributions already made for you, put you in the same situation as if the matching contribution was calculated based upon your total salary deferrals and compensation for the plan year (that is, 40% of your salary deferrals for the plan year to the extent your salary deferrals do not exceed 5% of your compensation during the plan year).

Further, you are only eligible for a "true-up" matching contribution for a plan year if you satisfy one of the following requirements:

- You are employed by Meijer on the Wednesday immediately before the date of the last paycheck issued during the plan year;
- You terminate employment with Meijer during the plan year as a result of your retirement after reaching age 65 and after satisfying one of the following:
  - You have completed five years of participation in the Plan; or
  - You have completed five years of continuous service with Meijer.
- You terminate employment with Meijer during the plan year as a result of your death.

A special calculation rule applies to the true-up matching contribution during the first plan year that you are eligible for matching contributions. The true-up is only based upon your compensation and salary deferral contributions after you become eligible to receive matching contributions. However, if you are a "grandfathered" team member who participated in matching contributions in 2020, your true-up contribution for 2020 will be based on your compensation for the full year.

Matching contributions made for you are credited to your matching contribution account.

#### **BASE CONTRIBUTIONS**

Meijer may make a base contribution on your behalf for a plan year after you become a participant in the base contribution portion of the Plan. You will then receive a base contribution for a plan year if you satisfy one of the following requirements:

- You are employed by Meijer on the Wednesday immediately before the date of the last paycheck issued in the plan year and have at least 1,000 hours of service during the plan year.
- You terminate employment with Meijer during the plan year as a result of your retirement after reaching age 65 and after satisfying one of the following requirements:
  - You have completed five years of participation in the Plan; or
  - You have completed five years of continuous service with Meijer.
- You terminate employment with Meijer during the plan year as a result of your death.

Generally, the amount of the base contribution is an amount equal to 2% of your compensation during each plan year (or any other amount specified by the collective bargaining agreement that applies to you). For the first plan year in which you become eligible for base contributions, only amounts paid after you become eligible are counted in determining your base contribution for that plan year. However, if you are a "grandfathered" team member who first became eligible for a base contribution, your compensation for the full plan year will be used to determine your base contribution for 2020.

Meijer's base contributions on your behalf are credited to your post-2016 base company contribution account.

#### TRANSITION COMPANY CONTRIBUTIONS

Meijer will make a transition company contribution on your behalf for a plan year if you are an eligible "grandfathered" team member. You will receive a transition company contribution for a plan year if you satisfy one of the following requirements:

- You are employed by Meijer on the Wednesday immediately before the date of the last paycheck issued in the plan year and have at least 1,000 hours of service during the plan year.
- You terminate employment with Meijer during the plan year as a result of your retirement after reaching age 65 and after satisfying one of the following requirements:
  - You have completed five years of participation in the Plan; or
  - You have completed five years of continuous service with Meijer.
- You terminate employment with Meijer during the plan year as a result of your death.

Generally, the amount of the transition company contribution is an amount equal to 5% of your compensation during each plan year. Meijer will make a transition company contribution for each plan year during the <u>shorter</u> of the following periods:

- The eight years beginning January 1, 2020 and ending December 31, 2027; or
- Until the sum of your years of vested service under the Meijer Hourly Pension Plan as of December 31, 2019, <u>plus</u> the number of years you have received a transition company contribution, is:
  - At least 35 years, if you were employed in Ohio or Kentucky as of March 1, 2020; or
  - At least 40 years, if you were employed in Michigan as of March 1, 2020.

Meijer's transition company contributions made on your behalf are credited to your post-2016 base company contribution account.

# **ROLLOVERS**

You may roll over to the Plan certain distributions from a former employer's retirement plan. The former employer's plan could be a qualified plan (such as a 401(k) plan), a Section 403(b) plan, or a Section 457(b) deferred compensation plan maintained by a governmental entity. You also may be eligible to roll over amounts received from a traditional IRA. However, no rollovers of after-tax contributions other than Roth 401(k) contributions are permitted.

Rollovers are permitted in three situations:

- If you receive an "eligible rollover distribution" from a former employer's plan, you may elect a "direct rollover" of the distribution to the Plan. (The Plan will only accept Roth 401(k) contributions or Roth 403(b) contributions from a former employer's plan as a "direct rollover.")
- If you receive an "eligible rollover distribution" from a former employer's plan, you may be eligible to roll over that distribution to the Plan. A distribution from another retirement plan may be rolled over only if the Plan's trustee receives the rollover within 60 days after you receive the distribution.
- If you receive a distribution from a traditional IRA, you may be eligible to roll over that distribution to the Plan. A distribution from a traditional IRA may be rolled over only if the Plan's trustee receives the rollover within 60 days after you receive the distribution.

More information regarding rollovers is available on the Plan website or from the Meijer Rewards Service Center. Any amount you roll over is credited to your "rollover account." However, any Roth 401(k) contributions or Roth 403(b) contributions that you roll over are credited to your Roth rollover account.

#### **VESTED INTEREST IN YOUR ACCOUNTS**

### **Vesting Rules**

The term "vested" refers to the amount in your accounts that cannot be taken away from you regardless of the reason or time that you leave Meijer. The following rules are used to determine if you are "vested":

 Amounts in your salary deferral account, Roth 401(k) account, pre-2017 base company contribution account, rollover account and Roth rollover account are always 100% vested.

- Amounts in your matching contribution account, pre-2012 matching contribution account, pre-2012 discretionary base company contribution account and post-2016 base contribution account (together called your "vesting schedule accounts") are 100% vested if you have at least five "years of vested service."
- Except as provided below, if you leave Meijer before completing five "years of vested service," you will receive only a percentage of the amount credited to your vesting schedule accounts. Your vested percentage is determined as follows:

Years of Vested Service	<b>Vested Percentage</b>
Less than 2	0%
2	25%
3	50%
4	75%
5 or more	100%

- You also will be treated as 100% vested in your vesting schedule accounts in the following situations:
  - You are employed by Meijer when you reach age 65 and satisfy one of the following:
    - You have completed five years of participation in the Plan; or
    - You have been employed by Meijer for five continuous years.
  - You are employed by Meijer when you incur a total disability.
  - You are employed by Meijer when you die.

#### Year of Vested Service

You will receive a "year of vested service" for each plan year in which you are credited with at least 1,000 hours of service. This may include the plan year in which you are hired and the plan year in which you terminate employment.

Your "hours of service" include the following:

 Each hour for which you work and are paid. Overtime hours are credited based on the number of hours actually worked, not the number of hours paid.

- Vacations, holidays and other hours that you do not work but for which you receive pay.
- Each hour for which you receive back pay.
- Each hour of work you miss as a result of military service, provided you return to Meijer while your rehire rights are protected by federal law.
- Each hour for which you receive payment while on a work-related disability leave for a period of up to one year, provided you return to Meijer at the end of the leave for a period of at least four consecutive weeks.
- Each hour spent during regular working hours on meetings, grievances and other Union business, as permitted by the collective bargaining agreement, for which you are paid or entitled to payment.
- Each hour you are on an authorized leave of absence for full-time employment with the union, up to a maximum credit of one year of service.

#### **Forfeited Amounts**

The portion of your vesting schedule accounts in which you are not vested is "forfeited" if you terminate employment before you are 100% vested. The forfeiture will occur on the date you receive a distribution of your vested benefits (or the end of the plan year in which you have been absent from work for five years, if earlier).

Any forfeiture from your accounts will be used to reduce the amount of Meijer's future contributions or to pay the Plan's administrative expenses.

#### INVESTMENT OF YOUR ACCOUNTS

You may direct the investment of your accounts in different investment funds selected by the plan administrator. The plan administrator may periodically change these investment funds. You will be informed of the investment funds that are currently available. If you do not make an investment election, your accounts will be invested in the investment fund or funds selected by the plan administrator. To change your elections under the Plan, use the Plan website at https://digital.alight.com/meijer or contact the Meijer Rewards Service Center at 1-866-681-6116.

Before making any investment elections, you should carefully review each investment fund's goals, performance, charges and expenses and other information in the fund's prospectus or other summary. This information is available on the Plan website.

You may also use a brokerage window to invest part of your accounts in other investment funds. The plan administrator may periodically establish rules regarding the use of the brokerage window, including the types of investments made available through the window, minimum investment requirements, and administrative fee practices.

The Plan is intended to constitute a retirement plan under Section 404(c) of the Employee Retirement Income Security Act of 1974 ("ERISA") and Title 29 of the Code of Federal Regulations (Section 2550.404c-1). As a result, the fiduciaries of the Plan (the persons who are responsible for the operation of the Plan) may be relieved from liability for any losses that are the result of your investment election. See Exhibit A for more information regarding Section 404(c) of ERISA.

#### VALUATION AND ADJUSTMENT OF YOUR ACCOUNTS

The value of your accounts is the total of your investments in each of the investment funds. The value of your accounts changes each day the national securities exchanges are open for trading. The following events will change the value of your accounts:

#### **Contributions**

Any contributions or rollovers made on your behalf are added to your accounts.

#### **Distributions**

If a distribution is made to you, the account from which it is made is reduced by the amount of the distribution.

#### **Investment Results**

Because the investment funds change in value every day the national securities exchanges are open for trading, the total value of your accounts also changes that often. *The investment funds may increase or decrease in value*. If your active participation in the Plan ends, your accounts will still be adjusted for investment results until you receive the full vested amount credited to your accounts.

You will receive a quarterly statement that will state both the value of your interest in each investment fund and the total value of your accounts.

#### WHEN BENEFITS ARE DISTRIBUTED

You may generally receive your benefits from the Plan only after you stop working for Meijer. However, you may withdraw funds from your accounts while you are working for Meijer in four limited situations:

• If you have reached age 59½;

- If you have a financial hardship;
- If you have a rollover account; or
- If you become disabled.

The next four sections describe in more detail the rules regarding withdrawals while working for Meijer. Also, see the "QUALIFIED MILITARY SERVICE" section for more information regarding withdrawals during certain military service. You should use the Plan website or contact the Meijer Rewards Service Center to request a withdrawal.

#### WITHDRAWALS AFTER YOU REACH AGE 591/2

After you reach age 59½, you may withdraw funds from your vested accounts even though you are still working for Meijer. The minimum withdrawal is \$500 or the total vested amount in your accounts, whichever is less. Proof of a financial hardship is <u>not</u> required.

Any amount you withdraw is subject to income tax, but is <u>not</u> subject to a 10% excise tax. See the "TAX RULES ON DISTRIBUTIONS" section for more information, including special rules that apply to withdrawals from your Roth 401(k) account.

#### FINANCIAL HARDSHIP WITHDRAWALS

# **Reasons for Hardship Withdrawals**

If you are less than age 59½, you may withdraw amounts from your salary deferral account and Roth 401(k) account while working for Meijer if you have a financial hardship. You will be considered to have a hardship under IRS rules only if you have one or more of the following financial needs:

- Uninsured medical expenses previously incurred by you, your spouse, or your dependents, or expenses necessary for these persons to obtain medical care.
- Costs directly related to the purchase of your principal residence (excluding your mortgage payments).
- Tuition, related educational fees and room-and-board expenses for the next 12 months of post-secondary education for you, your spouse, your children, or your dependents.
- Payments necessary to prevent eviction from your principal residence or foreclosure on the mortgage of your principal residence.

- Burial or funeral expenses that you must pay because of the death of your parent, spouse, child or dependent.
- The cost to repair damage to your personal residence caused by a "casualty" (as defined in the Internal Revenue Code), such as a flood or tornado.

# **Additional Requirements for Hardship Withdrawals**

Even if you have one of these financial needs, you may receive a financial hardship withdrawal only if the following additional requirements are satisfied:

- You have evidence and documents to substantiate the need.
- You have obtained all available distributions and loans from the Plan and any other Meijer retirement plan in which you are a participant.
- You represent that you have insufficient cash or other liquid assets to satisfy the financial need. You must make this representation in writing, in an electronic medium, or in any other form permitted by the IRS and Meijer's administrative rules.

# **Amount of Your Hardship Withdrawal**

Assuming you satisfy all these requirements, you may receive a hardship withdrawal. The amount of your withdrawal may not exceed either of the following limits:

- The amount you need to satisfy your financial need. Your financial need will include amounts necessary to pay any income taxes or excise taxes relating to the withdrawal.
- The amount of your salary deferrals and any related investment earnings.

# Tax on Hardship Withdrawal

Any amount that you withdraw is subject to income tax and may also be subject to a 10% excise tax. See the "TAX RULES ON DISTRIBUTIONS" section for more information, including special rules that apply to withdrawals from your Roth 401(k) account.

#### WITHDRAWAL FROM ROLLOVER ACCOUNT

You may withdraw funds from your rollover account at any time. The minimum withdrawal is \$500 or the amount in your rollover account, whichever is less.

Any amount you withdraw is subject to income tax and may also be subject to a 10% excise tax. See the "TAX RULES ON DISTRIBUTIONS" section for more information, including special rules that apply to withdrawals from your Roth rollover account.

# **DISABILITY WITHDRAWALS**

You may also withdraw funds from your vested accounts if you are disabled. To be considered disabled for purposes of a 401(k) withdrawal, you must have a permanent inability to engage in any substantial gainful activity due to your physical or mental impairment. You <u>and</u> your physician must complete and submit the BEN338 application form posted on the Investing in You (IIY) Documents SharePoint page.

Any amount you withdraw is subject to income tax, but is <u>not</u> subject to a 10% excise tax. See the "TAX RULES ON DISTRIBUTIONS" section for more information, including special rules that apply to distributions from your Roth 401(k) account.

#### DISTRIBUTION OF BENEFITS UPON TERMINATION OF EMPLOYMENT

You are entitled to the total vested amount in your accounts if you leave Meijer for any reason. You should use the Plan website or contact the Meijer Rewards Service Center to request a distribution.

If your vested account balance exceeds \$5,000, you have the option of requesting a distribution or maintaining your accounts in the Plan. Your benefits will be paid as soon as administratively feasible after you request the distribution. However, your benefit payments must be made (or begin) no later than April 1 after the end of the calendar year in which you attain age 72 (or age 70½ if you were born before July 1, 1949).

If your vested account balance is \$5,000 or less, you do <u>not</u> have the option of maintaining your accounts in the Plan. Your benefits will be distributed to you in a single lump sum payment as soon as administratively feasible after your termination of employment with Meijer. See the "OTHER RULES THAT APPLY TO THE CASH-OUT OF SMALL BENEFITS" section for more information.

The amount distributed will be the vested amount realized from selling your interest in the investment funds. The distribution is eligible for rollover in most situations.

The amount distributed is subject to income tax and may also be subject to a 10% excise tax. See the "TAX RULES ON DISTRIBUTIONS" section for more information, including special rules that apply to distributions from your Roth 401(k) account.

#### FORM OF DISTRIBUTION OF BENEFITS

#### **General Rule**

You may elect, from the following, the form of payment you prefer:

• A single lump sum payment.

 Payments at the times and in the amounts that you choose. Meijer may impose limits on the minimum amount and maximum frequency of payments.

# **Exception if Vested Amount is \$5,000 or Less**

If the vested portion of your accounts is \$5,000 or less, the vested amount in your accounts will be paid to you or your beneficiary in a single lump sum payment. You do not have a choice regarding the form of payment. See the "OTHER RULES THAT APPLY TO THE CASH-OUT OF SMALL BENEFITS" section for more information.

#### DISTRIBUTION OF BENEFITS UPON DEATH

Upon your death, the amount in your accounts will be paid to your designated beneficiary in one of the methods described in the preceding section.

# **Designation of Beneficiary**

You may appoint one or more beneficiaries by completing the online beneficiary form on the Plan website at https://digital.alight.com/meijer or by contacting the Meijer Rewards Service Center at 1-866-681-6116. You may change your beneficiary at any time before your death by updating the online beneficiary designation on the Plan website or contacting the Meijer Rewards Service Center. If you have not named a beneficiary or your beneficiary predeceases you, payment will be made to your closest living family members.

# Special Rule if You are Married

If you are married when you die, your spouse will be your sole primary beneficiary regardless of whom you have named in your beneficiary designation form. The only exception to this rule is if your spouse has previously given written consent to your naming a different or additional primary beneficiary. Your spouse's consent must be witnessed by a plan representative or by a notary public and will only apply to the specific beneficiary named in the consent.

# **Death Before Benefit Payments Begin**

If you die before receiving any benefits and your vested account balances are at least \$5,000, your beneficiary has the option of requesting a distribution of benefits or maintaining your accounts in the Plan for the time period permitted by IRS rules. Payment will be made as soon as administratively feasible after your beneficiary requests a distribution and provides the necessary documentation concerning your death.

If you die before receiving any benefits and your vested account balances are less than \$5,000, your beneficiary does <u>not</u> have the option of maintaining your accounts in the Plan. Your beneficiary will receive a distribution as soon as administratively feasible

after your death. See the "OTHER RULES THAT APPLY TO THE CASH-OUT OF SMALL BENEFITS" section for more information.

The amount distributed will be the vested amount realized from selling your interest in the investment funds.

# **Death After Benefit Payments Begin**

If you die while receiving your benefits, payments will continue to your beneficiary based upon the same schedule of payments that you elected until the amount in your accounts has been completely distributed. However, your beneficiary may instead choose to receive the remaining benefits in a more rapid form of distribution.

#### Tax on Distribution

The amount distributed to your beneficiary is subject to income tax, but is not subject to a 10% excise tax. See the "TAX RULES ON DISTRIBUTIONS" section for more information, including special rules that apply to distributions from your Roth 401(k) account.

# OTHER RULES THAT APPLY TO THE CASH-OUT OF SMALL BENEFITS

As previously indicated, if your vested benefits are \$5,000 or less, you are required to receive a lump sum distribution of your vested benefits as soon as administratively feasible after your termination of employment. But you still have two choices with regard to this distribution:

- Receive a cash distribution (less 20% for federal income tax withholding, and less any applicable state income tax withholding); or
- Elect a direct rollover to an IRA or another eligible retirement plan.

You will be provided the opportunity to make this choice by accessing your account on the Plan website at https://digital.alight.com/meijer, or by contacting the Meijer Rewards Service Center at 1-866-681-6116.

A special rule applies if you fail to timely complete a distribution election. If this occurs and the amount of your vested benefit is more than \$1,000, your vested benefits will automatically be rolled over to a traditional IRA selected by the plan administrator. The IRA will be invested in an investment product designed to preserve principal and provide a reasonable rate of return and liquidity. Any fees and expenses relating to the IRA will be deducted from the IRA.

You will receive a cash distribution only if the amount of your vested benefits is less than \$1,000, or you elect a cash distribution on the election form and timely submit the election form to the Meijer Rewards Service Center.

# TAX RULES ON DISTRIBUTIONS

This section contains a general description of the tax rules that apply to distributions from the Plan. However, this description is not intended as tax advice. You should consult your tax adviser for specific information regarding the tax rules that apply to you.

#### Income Tax on All Distributions – General Rules

As a general rule, all distributions from the Plan are taxable income unless you elect to roll over the distribution. Also, most distributions from the Plan are subject to a 20% income tax withholding unless you make a direct rollover of your distribution to an IRA or another employer's eligible retirement plan. After you request a distribution of benefits, Meijer Rewards will provide you with more detailed information concerning your rollover options and the 20% federal income tax withholding requirement.

# **Excise Tax on Certain Early Distributions**

If you receive a distribution from the Plan before age 59½, federal law imposes an excise tax equal to 10% of the amount of the distribution in addition to regular income tax. The 10% excise tax is imposed unless one of the following exceptions applies:

- The distribution is rolled over to a traditional IRA or another employer's eligible retirement plan in a direct rollover, or within 60 days after you receive it:
- The distribution is made as a result of your termination of employment after reaching at least age 55;
- The distribution is made as a result of your death or disability;
- The distribution is used to pay deductible medical expenses (medical expenses which exceed 10% of your adjusted gross income);
- The distribution is made under a qualified domestic relations order;
- The distribution consists of excess salary deferral amounts (see the "SALARY DEFERRAL CONTRIBUTIONS" section); or
- You receive the distribution while in qualified military service for a period of at least 180 days (see the "QUALIFIED MILITARY SERVICE" section).

#### Distributions from Your Roth 401(k) Account – Special Rules

Any distribution you receive of Roth 401(k) contributions is <u>not</u> subject to income tax or the 10% excise tax. The tax status of investment earnings distributed from your Roth 401(k) account depends upon whether the distribution is a "qualified distribution":

- The investment earnings are not taxable if it is a qualified distribution.
- The investment earnings are taxable income if it is not a qualified distribution (unless the investment earnings are rolled over).

A distribution is a "qualified distribution" if both of the following requirements are satisfied:

- The distribution is made after you attain age 59 ½, die or become disabled; and
- The distribution is made after the first day of the year that includes the fifth anniversary of the date you made your first Roth 401(k) contribution to the Plan.

If the investment earnings distributed from your Roth 401(k) account are taxable, the rules described above relating to rollovers and excise taxes generally apply to the taxable amount.

If you want to roll over a distribution from your Roth 401(k) account, the rollover must be made to:

- Another employer's 401(k) plan that permits Roth 401(k) contributions;
- Another employer's 403(b) plan that permits Roth 403(b) contributions; or
- A Roth IRA.

The rules that apply to your Roth 401(k) account generally also apply to your Roth rollover account.

#### **Other Rollover Rules**

Here are some other rollover rules:

- You may elect a rollover to a Roth IRA of any amounts distributed from the Plan. The taxable amounts distributed continue to be taxable. However, these amounts are subject to optional federal income tax withholding (instead of the automatic 20%) and the 10% excise tax does not apply.
- If you are a nonspouse beneficiary and receive payment of a death benefit, you may elect a direct rollover to a traditional IRA. The IRA will be treated as an "inherited" IRA for tax purposes. If you do not elect a direct rollover, 20% of the distribution will be withheld for federal income tax purposes. State income taxes may also be withheld.

# LOANS FROM THE PLAN

You may borrow from your accounts in the Plan. The following conditions apply:

- You may request a loan on the Plan website or by contacting the Meijer Rewards Service Center.
- You must be actively employed by Meijer at the time the loan is made.
- You may have only one loan outstanding at any time.
- The minimum loan is \$1,000.
- The loan may not exceed the smaller of:
  - 50% of your vested account balance; or
  - \$50,000 reduced by your largest loan balance outstanding in the previous 12 months.
- All loans must be secured by 50% of the vested amount credited to your accounts.
- Interest will accrue on the principal balance of the loan at a reasonable rate determined by the plan administrator. The interest rate does not change during the term of the loan. Any interest you pay is added to your accounts. However, under current tax law, the interest is not deductible.
- You may select the repayment period for the loan. However, all loans must be repaid within four years, unless the loan is for the purpose of buying your home. If the loan is used to buy your home, the loan must be repaid within nine years.
- The loan must be repaid by payroll deduction while you are employed by Meijer.
- If you are on an unpaid leave of absence, your loan payments may be suspended during the absence (but not more than one year). The length of the loan can be extended by the time period that loan payments are suspended. However, the total length of the loan cannot exceed five years (ten years for a loan used to buy your home). Special rules apply if your leave of absence is for military service.
- Each loan payment should be paid when it is due. However, there is a "cure period" during which you may pay a delinquent amount. The cure period begins on the day the loan payment is due and ends at the end of the calendar quarter following the calendar quarter in which the payment should have been made. For example, if a loan payment that was due on December 11, 2020 is not made, the cure period for that payment ends on March 31, 2021.

It is your responsibility to make sure that your loan is timely repaid. If you miss any scheduled payments, you should contact the Meijer Rewards Service Center to pay the delinquent payment before the end of the "cure period" for the payment. A failure to make payment by the end of the cure period may result in a taxable event.

The loan will be in default if payment is not made before the end of the cure period. If there is a default, the remaining balance of the loan will be treated as a taxable distribution and IRS Form 1099-R will be issued.

Further, even if you default on the loan, federal law considers the loan to still be in effect. This will prevent you from receiving another loan from the Plan unless you repay the defaulted amount.

- You may prepay all or any part of your outstanding loan balance at any time using the administrative procedures periodically established by Meijer.
- If your employment with Meijer terminates, or you have a leave of absence longer than 12 months, your remaining loan balance will be reamortized to require monthly payments. You will receive repayment coupons that must be submitted with your monthly repayments. However, as noted, you may prepay all or any part of your outstanding loan balance at any time. If the remaining balance is not timely repaid within the "cure period," this amount will be treated as a taxable distribution and IRS Form 1099-R will be issued.
- If you are reemployed by Meijer when you have an outstanding loan, your remaining loan balance will be reamortized and you will again be required to make repayment by weekly payroll deduction under the rules that apply to actively employed participants.
- You will be required to pay a one-time fee of \$100 for loan administration. The fee will automatically be deducted from your accounts when the loan is issued.

# TRANSFERRED TEAM MEMBERS

You are eligible for retirement benefits during a calendar year based upon your job classification on the last business day of the prior calendar year.

If you change jobs with Meijer during a calendar year and this transfer affects the retirement benefits for which you are eligible, the following rules will then apply to your accounts under the Plan:

• If you transfer to a job classification that makes you eligible for the 401(k) Retirement Plan I, your accounts in the Plan will be transferred to the 401(k) Retirement Plan I during the plan year after the plan year of your job transfer.

- If you transfer from a job classification that made you eligible for the 401(k) Retirement Plan I, your accounts in the 401(k) Retirement Plan I will be transferred to the Plan during the plan year after the plan year of your job transfer.
- If you previously worked in a Meijer job classification that made you eligible for a Meijer contribution to this Plan or the 401(k) Retirement Plan I, the vesting rules that applied to the Meijer contribution and any related investment results will continue to apply.

#### APPEAL PROCEDURE

You must file an application with Meijer Rewards to receive your benefits from the Plan. If your application is denied, in whole or in part, you will be given written notice of the denial within 90 days after your claim is received, unless special circumstances require more time for processing the claim. If more processing time is required, you will be given written notice of the extension before the initial 90-day period is completed. The extension will not be longer than 90 days from the end of the initial period.

You may make a written request to Meijer Rewards for a review of your denial. Your written request must be made within 60 days after the mailing date of your notice of denial or the date you receive your first benefit payment, whichever applies. You must refer to the Plan provisions on which your request is based and state the facts you believe justify a reversal or modification of the decision.

You may examine pertinent documents and submit pertinent issues in writing. You may have an authorized representative act for you in requesting a review. The decision denying benefits will be reviewed within 60 days after receiving your written request.

Special rules apply if you apply for a benefit under the Plan due to your total disability and your application is denied. These rules provide a longer period of time to appeal a denial of benefits (180 days instead of 60 days). Also, if you file an appeal, the plan administrator has a shorter period of time to respond (45 days instead of 90 days). More information regarding these special rules is available upon request.

# **LEGAL ACTIONS**

You may not bring legal action to recover benefits under the Plan until:

- You submit an application for benefits to the plan administrator as provided in the Plan;
- The plan administrator provides you with a written notice denying the claim, in whole or in part;
- You exhaust the appeal procedure described above; and

• You exhaust all other appeals and remedies available under the Plan.

No legal action may be brought more than one year after the date you exhaust the Plan's appeal procedure (see the "APPEAL PROCEDURE" section). Any legal action brought against the Plan, the Company or the plan administrator in connection with the Plan must be brought in the Federal District Court for the Western District of Michigan.

# **QUALIFIED MILITARY SERVICE**

You have special rights if you leave Meijer to perform qualified military service and have rehire rights that are protected by federal law.

### Withdrawals While Performing Qualified Military Service

If you are in the military reserves and are called to active duty for a period of at least 31 days, you may withdraw amounts from the vested portion of your accounts during your period of military service. The following rules apply:

- The amount you withdraw is taxable income, but is not subject to the 10% excise tax if your period of military service is at least 180 days. The 10% excise tax applies if your period of military service is less than 180 days.
- If your period of military service is less than 180 days, your salary deferral contributions will be suspended for six months after you receive the withdrawal. No suspension is required if your period of military service is at least 180 days.

# **Differential Wage Payments**

If Meijer makes a "differential wage payment" to you during a period of qualified military service, these payments are counted as "compensation" for purposes of the Plan. This means that you can make salary deferral contributions from these amounts.

# **Rights After Reemployment**

If you failed to make salary deferral contributions while engaged in qualified military service, you have a limited amount of time to make up those contributions. This limited time period extends until the earlier of five years from the date you are reemployed after performing qualified military service or the end of the period after reemployment that equals three times the period of qualified military service.

#### Loans from the Plan

If you enter military service, you may suspend loan payments. Your payments will resume at the end of your period of qualified military service.

Also, the interest rate on any loan you received from the Plan will be reduced to 6% per year during your period of qualified military service. The interest in excess of 6% per year is forgiven. To receive this adjusted interest rate, you must provide a copy of your military orders to the plan administrator within 180 days after leaving military service.

# **Death During Qualified Military Service**

If you die while performing qualified military service and have rehire rights protected by federal law, the following special rules apply to you:

- You will be treated as 100% vested in all your accounts under the Plan, regardless of your years of vested service.
- You will receive base contributions and transition company contributions for your period of qualified military service in the amounts you would have received if you were working for Meijer.
- You will receive matching contributions for your period of qualified military service to the same extent that other participants received matching contributions during that period. The amount is determined assuming that you would have made salary deferral contributions in the same amount as during the 12-month period before you began your qualified military service.

# ASSIGNMENT OF BENEFITS/QUALIFIED DOMESTIC RELATIONS ORDER

#### **General Rule**

Federal law generally does <u>not</u> permit your benefits under the Plan to be transferred or assigned to a third party. Also, except as permitted by federal law, your creditors generally cannot seize your benefits before they are paid to you.

### **Exception for QDROs**

Federal law permits your benefits to be assigned to a family member under a "qualified domestic relations order," otherwise known as a QDRO. Most typically, a QDRO is a court order in which you assign a portion of your benefits to your former spouse as part of a property settlement in a divorce.

The QDRO must satisfy certain legal requirements before it may be honored by Meijer Rewards. You may want to have the QDRO pre-approved before it is entered with the court. Copies of the Plan's QDRO procedures are available at no charge from the Qualified Order Center at www.qocenter.com. You may also call the Meijer Rewards Service Center and ask to be transferred to the QO Specialist Unit.

There is a fee of \$750 for review and administration of the QDRO. The fee will be shared by you and the recipient(s) of the assigned amount and will be automatically deducted from the accounts.

#### BENEFITS ARE NOT INSURED

The benefit provisions under the Plan are not covered by the Pension Benefit Guaranty Corporation insurance provisions because the benefits are determined solely by the amount credited to your accounts.

# **ADMINISTRATION**

Meijer is the plan administrator. The plan administrator is charged with the administration of the Plan. The plan administrator has the authority to decide all questions of eligibility for participation and eligibility for benefit payments and to determine the amount and manner of payment of benefits. The plan administrator will exercise its discretionary authority in a uniform and consistent manner, based upon the objective criteria set forth in the Plan. Further, the plan administrator has the discretionary authority to interpret the terms of the Plan. The plan administrator may delegate its duties to an administrative committee.

#### AMENDMENT OR TERMINATION OF THE PLAN

Although Meijer intends to continue the Plan, it reserves the right to amend or terminate the Plan at any time, subject to the terms of any applicable collective bargaining agreement. However, because the Plan was established for the exclusive benefit of Meijer team members and their beneficiaries, the Plan's amendment or termination cannot reduce the amount credited to your accounts when the amendment or termination occurs.

You will have a 100% vested right to your accounts if you are employed by Meijer when the Plan is terminated. After paying the expenses of terminating the Plan, the remaining amounts in the Plan will be distributed to you and the other participants.

#### YOUR RIGHTS AS A PARTICIPANT

As a participant in the **Meijer 401(k) Retirement Plan II**, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 ("ERISA").

#### **Plan Information and Benefits**

ERISA provides that all plan participants are entitled to:

• Examine, without charge, at the plan administrator's office all Plan documents, including summary plan descriptions 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 plan administrator, copies of all Plan documents, including copies of the latest annual report (Form 5500 Series) and an updated summary plan description. The plan administrator may make a reasonable charge for the copies.
- Receive a summary of the Plan's annual financial report. The plan administrator is required by law to furnish each participant with a copy of this summary annual report.
- Obtain a statement of your total accrued benefits and the vested (nonforfeitable) benefits you will be entitled to (if any) or the earliest date on which your benefits will become vested (nonforfeitable). This statement must be requested in writing and is not required to be given more than once every 12 months. The plan administrator must provide the statement free of charge.

#### **Plan Fiduciaries**

In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate the 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 Meijer or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining your benefits or exercising your rights under ERISA.

#### **Enforcement of Rights**

If your claim for benefits under the Plan 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 limits. See the "APPEAL PROCEDURE" section for further information.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the plan administrator 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 plan administrator 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 the control of the plan 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. In addition, if you disagree with the plan administrator's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in a federal court. If it should happen that 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 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 is frivolous.

### **Assistance with Your Ouestions**

If you have any questions about the Plan, you should contact the plan administrator. If you have any questions about this statement ("YOUR RIGHTS AS A PARTICIPANT") or about your rights under ERISA, or if you need assistance in obtaining documents from the plan administrator, you should contact the nearest area office of the Employee Benefits Security Administration (formerly the Pension and Welfare Benefit 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 at 1-866-444-3272 or viewing its website at www.dol.gov/ebsa.

# OTHER BASIC INFORMATION ABOUT YOUR 401(k) RETIREMENT PLAN

Name of Plan: Meijer 401(k) Retirement Plan II Name, Address and Telephone Number of Meijer, Inc. Plan Sponsor: 2929 Walker, N.W. Grand Rapids, MI 49544 (616) 453-6711 Meijer's Identification Number: 38-1274536 Plan Number: 020 Section 401(k) Plan Type of Plan: Type of Administration: Self-Administered Plan Administrator: Meijer, Inc. is the plan administrator. (The plan administrator should be contacted through the Meijer Rewards Service Center at Dept. 03356, P.O. Box 1590, Lincolnshire, IL 60069-1590 or at 1-866-681-6116.) Plan Website: https://digital.alight.com/meijer Name and Address of Agent for Service of Office of the General Counsel **Legal Process:** Meijer, Inc. 2929 Walker, N.W. Grand Rapids, MI 49544 Service of legal process may also be made on the plan administrator or the trustee. Name and Address of Trustee: Northern Trust Company 333 South Wabash Avenue WB42 Chicago, IL 60604 Fiscal Year of Plan: January 1 through December 31

# **EXHIBIT A**

As stated in the "INVESTMENT OF YOUR ACCOUNTS" section of this Summary Plan Description, the Plan is intended to constitute a retirement plan under Section 404(c) of ERISA and Title 29 of the Code of Federal Regulations (Section 2550.404c-1). As a Section 404(c) Plan, you are entitled to obtain certain information regarding the investment funds under the Plan. Most of this information is contained in each investment fund's prospectus. Specifically, you may submit a written request to the plan administrator to receive one or more of the following items:

- You may request a description of the annual operating expenses (e.g., investment management fees) of an investment fund.
- You will be given a summary copy of each investment fund's prospectus at the time you make your initial investment election. In addition, you may request summary and/or full copies of any subsequently-issued prospectuses, financial statements, financial reports or any other information furnished to the Plan relating to an investment fund.
- You may request a list of the assets comprising the portfolio of an investment fund and the value of the assets.
- You may request information concerning the value of shares or units in an investment fund as well as information concerning the past and current investment performance of the investment fund.
- You will receive a quarterly statement describing the value of your interest in each investment fund and the total value of your accounts. In addition, you may request, up to once per year, this account balance information.

If you have any questions regarding Section 404(c) of ERISA or the information which you may obtain, please contact the plan administrator. The address and telephone number of the plan administrator is contained in the "OTHER BASIC INFORMATION ABOUT YOUR 401(K) RETIREMENT PLAN" on the prior page.