

WILLIAMSON STREET GROCERY COOPERATIVE
TRANSPORTATION FRINGE BENEFIT PLAN
SUMMARY PLAN DESCRIPTION

August 2013

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INTRODUCTION

Williamson Street Grocery Cooperative (the “Company”) established the Williamson Street Grocery Cooperative Transportation Fringe Benefit Plan (the “Plan”) effective January 1, 2011.

Although the purpose of this document is to summarize the more significant provisions of the Plan, the Plan document will prevail in the event of any inconsistency.

ELIGIBILITY FOR PARTICIPATION

Eligible Employee

You are an “Eligible Employee” if you are employed by Williamson Street Grocery Cooperative or any affiliate who has adopted the Plan. However, you are not an “Eligible Employee” if you are any of the following: an independent contractor, a self-employed individual (including a partner), or a person who owns (or is deemed to own) more than 2 percent of the outstanding stock of an S corporation.

You will become a Participant eligible to receive benefits from the Plan immediately on the date you first perform an Hour of Service as an Eligible Employee.

You will stop being a participant eligible to receive benefits from the Plan on the date you are no longer an Eligible Employee or the date you terminate employment with the Company.

ELECTIONS

In General

When you become eligible to participate in the Plan, you may begin contributing to the Plan. All contributions will be credited to an account established on your behalf. Your contributions to the Plan are generally not subject to federal income tax or social security taxes. However, you may be subject to federal income tax or social security taxes if you have Transit Passes in effect after your date of termination.

Please note that while you may enjoy certain tax benefits, there may be some drawbacks to participation in the Plan. For instance, participation in the Plan may lower your social security benefits. You should consult with your professional tax/financial advisor to determine the consequences of your participation in this Plan.

Timing of Elections

You may modify/start/stop elections on the first day of each quarter.

COMPANY CONTRIBUTIONS

Amount

The Company may (but is not obligated to) make a contribution to help fund your account. If the Company decides to make a contribution, the amount of the contribution and the method used to allocate the contribution among various participants will be determined by the Company at the time the contribution is made.

BENEFITS OFFERED

Qualified Transportation Expenses

You are entitled to have an account for the following types of Qualified Transportation Expenses: Transportation in a Commuter Highway Vehicle, Transit Passes, Qualified Parking and Qualified Bicycle Commuting Expenses.

“Qualified Bicycle Commuting Expenses” include the purchase, improvement, repair and/or storage of your bicycle. Qualified Bicycle Commuting Expenses are provided solely by your employer and not through your contributions. No other transit expense will be allowed for any month in which a bicycle commuting expense is reimbursed to you.

“Transportation in a Commuter Highway Vehicle” includes transportation provided by the Company to you in connection with travel between your residence and place of employment. Transportation in a Commuter Highway Vehicle includes transportation provided by a van pool. A “Commuter Highway Vehicle” should have a seating capacity of at least six adults (excluding the driver) and at least 80 percent of the vehicle’s mileage for a year is reasonably expected to be: (i) for transporting employees in connection with travel between their residences and their place of employment; and (ii) on trips during which the number of employees transported for commuting is at least one-half of the adult seating capacity of the vehicle (excluding the driver).

“Transit Passes” include any pass, token, farecard, voucher, or similar item (including an item exchangeable for fare media) that entitles you to transportation: (i) on mass transit facilities (whether or not publicly owned); or (ii) provided by any person in the business of transporting persons for compensation or hire in a highway vehicle with a seating capacity of at least six adults (excluding the driver) for commuting to work.

“Qualified Parking” includes parking provided to you by the Company: (i) on or near the employer’s business premises; or (ii) at a location from which you commute to work (including commuting by carpool, commuter highway vehicle, mass transit facilities, or transportation provided by any person in the business of transporting persons for compensation or hire). Parking on or near the employer’s business premises includes parking on or near a work location at which you provide services for the employer.

“Qualified Parking” does not include: (1) the value of parking provided to you if it is excludable from gross income under Code as a working condition fringe, (2) reimbursement paid to you for parking costs that is excludable from gross income as an amount treated as paid under an accountable plan in accordance with Treas. Reg. 1.62-2, or (3) parking on or near property used by you for residential purposes.

CLAIMS

Purchase of Qualified Transportation Expenses

Transit passes will be purchased by the Company for you with funds from your Account. You will be reimbursed for Qualified Transportation Expenses with funds from your Account. You may not be reimbursed for any Qualified Transportation Expenses arising before the Plan becomes effective, before your election to participate becomes effective, or for any expenses incurred or paid after a separation from service.

Maximum Payment

The maximum combined payment for Transit Pass and Commuter Highway Vehicle expenses is \$245 per month in 2013. The maximum payment for Qualified Parking expenses is \$245 per month in 2013. The maximum payment for Qualified Bicycle Commuting Expenses in 2013 is \$20 for each month during which you regularly use your bicycle for a substantial portion of your travel between your residence and the Company’s place of business (for a total of \$240 if you were to use your bicycle for such travel for all 12 months of the year).

Deadlines

You must submit claims for reimbursement within 90 days after you pay for a Qualified Transportation Expense.

Documentation of Claims

Any claim for benefits must include all information and evidence that the Plan Administrator deems necessary to properly evaluate the merits of the claim. The Plan Administrator may request any additional information necessary to evaluate the claim.

Method and Timing of Payment

To the extent that the Plan Administrator approves a claim, the Company may either (i) reimburse you, or (ii) pay the service provider directly. The Plan Administrator will pay claims at least once per year. The Plan Administrator may provide that payments/reimbursements of less than a certain amount will be carried forward and aggregated with future claims until the reimbursable amount is greater than a minimum amount. In any event, the entire amount of payments/reimbursements outstanding at the end of the Plan Year will be reimbursed without regard to the minimum payment amount.

Where to Submit Claims

All claims must be submitted to the Company at 1882 E. Main St., Madison, WI 53704. The Company's telephone number is 608-251-0884.

Refunds/Indemnification

You must immediately repay any excess payments/reimbursements or any payments/reimbursements that are taxable to you. You must reimburse the Company for any liability the Company may incur for making such payments, including but not limited to, failure to withhold or pay payroll or withholding taxes from such payments or reimbursements. If you fail to timely repay an excess amount and/or make adequate indemnification, the Plan Administrator may: (i) to the extent permitted by applicable law, offset your salary or wages, and/or (ii) offset other benefits payable under this Plan.

MISCELLANEOUS

Forfeitures

After you have made an election to receive Qualified Transportation Expenses, you may not subsequently receive the Compensation in cash or any form other than by payment of Qualified Transportation Expenses.

Any balance remaining in your Account on your date of Termination shall be forfeited and shall remain the property of the Company. However, no forfeiture shall occur until all payments and reimbursements hereunder have been made.

Carryforward

You may carry over unused compensation reduction amounts to subsequent periods. However, even if you carry over funds from one month to the next, you still may not exceed the maximum monthly payment from your Account.

In the case of Qualified Bicycle Commuting Expenses, however, you cannot carry over any unused reimbursement maximum amount from one year to the next. For example, if you regularly used your bicycle for a substantial portion of your travel

between your residence and the Company's place of business for 5 months during the year, entitling you to be reimbursed for up to \$100 of Qualified Bicycle Commuting Expenses, but you incurred only \$40 of Qualified Bicycle Commuting Expenses during the year, the unused \$60 of available reimbursement would not carry over to the next year. Any Qualified Bicycle Commuting Expenses you incur in the next year could be reimbursed only up to \$20 times the number of months during which you regularly used your bicycle for a substantial portion of your travel between your residence and the Company's place of business during that next year.

Amendment and Termination

The Company may amend, terminate or merge the Plan at any time.

Administrator Discretion

The Plan Administrator has the authority to make factual determinations, to construe and interpret the provisions of the Plan, to correct defects and resolve ambiguities in the Plan and to supply omissions to the Plan. Any construction, interpretation or application of the Plan by the Plan Administrator is final, conclusive and binding.

ADMINISTRATIVE INFORMATION

1. The Plan Sponsor and Plan Administrator is Williamson Street Grocery Cooperative.

Its address is 1882 E. Main St., Madison, WI 53704.

Its telephone number is 608-251-0884.

Its Employer Identification Number is 39-1191600.

2. The Plan Year ends on December 31.

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