

**SUMMARY PLAN DESCRIPTION**  
**FOR**  
**SUNKIST RETIREMENT PLAN**

## TABLE OF CONTENTS

Page

# Table of Contents

INTRODUCTION .....	1
I. RETIREMENT PROGRAM .....	1
1. TYPE OF PLAN .....	1
2. PARTICIPATION IN THE PLAN .....	1
3. WHEN YOU MAY RETIRE .....	2
Normal Retirement.....	2
Early and Late Retirement .....	2
4. YEARS OF VESTING SERVICE .....	2
5. YEARS OF BENEFIT SERVICE PRIOR TO JANUARY 1, 2005 .....	3
6. TRANSITION PLAN – EFFECTIVE AFTER DECEMBER 31, 2004 .....	3
7. WHAT DETERMINES YOUR RETIREMENT BENEFIT .....	4
Normal Retirement Benefit.....	4
Early Retirement Benefit .....	5
Special Early Retirement Bridge Benefit.....	5
Late Retirement Benefit.....	6
8. YOUR RIGHT TO PLAN BENEFITS BEFORE RETIREMENT (VESTING) .....	6
9. HOW YOUR BENEFITS ARE PAID .....	7
Automatic Form of Payment.....	7
Optional Form of Payment.....	7
Lump-Sum Cashout .....	8
10. ACCUMULATED CONTRIBUTIONS – PRIOR TO JANUARY 1, 1976.....	8
11. PRE-RETIREMENT SURVIVING SPOUSE ANNUITY DEATH BENEFITS .....	8
Benefit for Active Employees.....	9
Minimum Benefit for Active Employees.....	9
Surviving Spouse Annuity for Terminated Vested Participants.....	9
12. DISABILITY RETIREMENT BENEFITS.....	10
13. REEMPLOYMENT AFTER BENEFITS BEGIN.....	10
14. BENEFITS ACCRUED UNDER THE CITRUS-AVOCADO PENSION TRUST AND THE WESTERN GROWERS PENSION TRUST BEFORE JANUARY 1, 1989.....	10
15. EMPLOYEE CONTRIBUTIONS BEFORE JANUARY 1, 1976.....	10
16. PLAN B SPIN-OFFS .....	11
17. LEGALLY REQUIRED BENEFIT LIMITATIONS .....	11
II. VOLUNTARY INVESTMENT PLAN (VIP).....	11

**TABLE OF CONTENTS**  
(continued)

	Page
1. PARTICIPATION IN THE PROGRAM .....	11
2. YOUR CONTRIBUTIONS .....	11
3. INVESTMENT OF CONTRIBUTIONS .....	11
4. CHANGES OF ELECTION .....	12
5. VESTING IN YOUR ACCOUNT .....	12
7. DISTRIBUTIONS AT RETIREMENT, DEATH, OR EMPLOYMENT TERMINATION .....	12
8. TAXATION OF CONTRIBUTIONS AND DISTRIBUTIONS .....	12
III. SUNKIST INDIVIDUAL TAX REDUCTION ACCOUNT (SITRA) .....	13
1. PARTICIPATION IN THE PROGRAM .....	13
2. INVESTMENT OF YOUR ACCOUNT .....	13
3. VESTING IN YOUR ACCOUNT .....	13
4. WITHDRAWALS FROM YOUR ACCOUNT .....	13
5. DISTRIBUTIONS AT RETIREMENT, DEATH, OR EMPLOYMENT TERMINATION .....	13
IV. ADDITIONAL INFORMATION .....	13
1. HOW THE PLAN IS ADMINISTERED .....	13
2. CLAIM PROCEDURES .....	14
Filing a Claim .....	14
3. FUTURE OF THE PLAN .....	15
4. DESIGNATING A BENEFICIARY .....	16
5. ASSIGNMENT OF BENEFITS .....	16
6. TOP-HEAVY RULES .....	16
7. PENSION BENEFIT INSURANCE .....	16
8. YOUR RIGHTS UNDER ERISA .....	17
9. PLAN DOCUMENT .....	18
10. IMPORTANT REFERENCE INFORMATION .....	18
11. QUALIFIED DOMESTIC RELATIONS ORDERS .....	19
APPENDIX .....	20

## Introduction

---

The Sunkist Retirement Plan (the "Plan") is designed to provide you with a lifetime income after you retire. The amount of retirement benefit you may receive from the Plan depends on several factors, such as your years of service and your final average pay. Your age at retirement and the form of payment you choose will also affect the size of your retirement checks.

The Plan is sponsored and administered by the Plan Board, the members of which are selected by the companies that participate in the Plan. Over 60 companies, including Sunkist Growers, Inc. and many Sunkist packinghouses and affiliated companies, have elected to participate in the Plan. They are all referred to simply as the "Company" throughout this summary plan description ("SPD").

This SPD summarizes the main features of the Plan to help with your long-range financial planning. The closer you are to retirement, the more closely you will want to examine your retirement benefits. If you need more information or assistance with estimating your retirement benefit, contact the Employee Benefits Department at Sunkist Growers, Inc.

This SPD describes the Plan as in effect on January 1, 2013. Certain provisions described in this SPD may not apply to employees and/or retirees who terminated employment before January 1, 2013. Effective January 1, 2005, the Plan was frozen and no further benefits are accrued by any Participant under the Plan with respect to service performed or compensation earned after December 31, 2004, except as described later in this SPD. In addition, no new Participants are admitted to the Plan after December 31, 2004.

Capitalized terms used and not otherwise defined in this SPD have the meanings given to them in the Plan document.

## I. Retirement Program

---

### 1. Type Of Plan

The Plan is a defined benefit plan. The Plan's participating employers currently make all contributions to the Plan and employees do not contribute to the Plan. Contribution amounts are actuarially determined. Employees covered by the Plan before January 1, 1976 contributed to the Plan in order to participate and may still have a balance of their own contributions plus interest in the Plan. With respect to employee-directed investments in the Voluntary Investment Plan (see section II of this SPD), the Plan is intended to be an "ERISA Section 404(c) plan." Accordingly, participants in the Voluntary Investment Plan are responsible for making their own investment decisions.

### 2. Participation In The Plan

Prior to January 1, 2005, if you worked for a company participating in the Plan and your employment classification was an eligible classification for Plan purposes, then you were automatically covered by the Plan, provided you completed at least 500 Hours of Service in your first 12 months of employment, or in any calendar year. No new Participants will be admitted to the Plan at any time on or after January 1, 2005.

### 3. When You May Retire

Under the plan, Normal Retirement Age is age 65, or if later, the completion of five Years of Vesting Service or five years of Plan participation. But you may retire later or

— if you have five Years of Vesting Service — you may retire as early as age 55. However, you may not collect a retirement benefit and still continue to work more than 40 hours a month with an employer that participates in the Plan.

### **Normal Retirement**

Your Normal Retirement Date is the date that is the first day of a month and coincides with or next follows attainment of your Normal Retirement Age. For example, if your 65th birthday is on July 1 (and you already have five or more Years of Vesting Service), July 1 would be your Normal Retirement Date. But, if you become 65 on July 2, your Normal Retirement Date would be August 1.

### **Early and Late Retirement**

You may retire on or after your 55th birthday if you have completed five or more Years of Vesting Service. This is called early retirement. Early retirement from active service after age 60 with at least 25 Years of Service entitles you to special early retirement bridge benefits.

If you retire any time after age 65, it is called late retirement. By law you must begin to receive a pension at the later of age 70½ or termination of employment. Late retirement requires either five Years of Vesting Service or reaching the fifth anniversary of the date your plan participation began.

## **4. Years Of Vesting Service**

“Years of Vesting Service” determine your vested percentage and eligibility for early retirement. You receive a Year of Vesting Service for each calendar year in which you work at least 500 Hours of Service. All employment with an employer participating in the Plan counts for this purpose.

An “Hour of Service” is an hour for which you are paid, or entitled to be paid, for working for any employer participating in the Plan. This includes paid vacation, holiday, illness, incapacity, jury duty, military duty, or leave of absence. However, no more than 500 Hours of Service are credited for any continuous 12 months in which you actually perform no duties. Hours of Service are determined from your time records.

There is a special rule for salaried employees: If no time records are kept for you, (for example, because you are a salaried employee) Hours of Service are computed on the basis of 190 Hours of Service for each calendar month or part of a month that you work.

If you are an hourly-paid employee, employment with an employer participating in the Citrus-Avocado Pension Trust or the Western Growers Association Pension Trust also applies to Years of Vesting Service.

If you are employed by a Company that disaffiliated or discontinued participation in the Plan on or after November 14, 2001 and you had earned at least three (3) Years of Vesting Service as of November 14, 2001, you will be fully vested in your accrued benefit.

## **5. Years Of Benefit Service Prior to January 1, 2005**

---

"Years of Benefit Service" are used to calculate your retirement benefit. You will not earn any Years of Benefit Service after December 31, 2004, except as described in the following section of this SPD. However, prior to the freeze of the Plan effective January 1, 2005, you received credit for a Year of Benefit Service for each calendar year that you participated in the Plan and completed at least 2,000 Hours of Service. If you completed more than 500 Hours of Service but less than 2,000 hours, you received fractional (pro rata) credit for the year. For example, you would receive credit for 1/2 year if you worked 1,000 hours and 3/4 year if you worked 1,500 hours.

You receive no credit for any calendar year that you were not a participant in the Plan or that you worked less than 500 Hours of Service.

## **6. Transition Plan – Effective after December 31, 2004**

---

Certain Participants will be eligible to continue to earn benefits on a reduced basis for a limited time after December 31, 2004. To be entitled to continue to earn these reduced benefits, a Participant must generally satisfy both of the following requirements, subject to the exceptions described below. First, the Participant must be actively employed on January 1, 2005 by either Sunkist Growers, Inc., Fruit Growers Supply Company, or by any other Company which has elected to participate in the "Transition Plan." Second, as of December 31, 2004, the Participant must have reached at least his or her 55<sup>th</sup> birthday and earned at least five Years of Vesting Service.

Participants who satisfy the foregoing two requirements will continue to earn Years of Benefit Service at a reduced rate of 77% until the earliest of the following (1) termination of employment with the company that employed you as of January 1, 2005, (2) completion of thirty Years of Benefit Service, or (3) December 31, 2009.

A special rule applies to certain Participants employed by Sunkist Growers, Inc. who had not reached at least age 55 and/or earned at least five Years of Vesting Service as of December 31, 2004. If you are such a Participant but were at least age 55 and had earned at least six Years of Vesting Service as of January 1, 2006, and you were not classified as a "highly compensated employee" (as defined under IRS regulations), then you earned Years of Benefit Service at a reduced rate of 77% for the plan year(s) beginning January 1, 2006, January 1, 2007, January 1, 2008 and/or January 1, 2009, provided that such additional credit ceased upon the earlier of (1) your termination of employment with Sunkist Growers, Inc., or (2) completion of thirty Years of Benefit Service, if either is applicable to you.

Furthermore, a Participant employed by Sunkist Growers, Inc. who had not reached at least age 55 and/or earned at least five Years of Vesting Service as of December 31, 2004, but who was at least age 54 as of January 1, 2007 and who had at least 7 Years of Vesting Service as of January 1, 2007, continued to earn Years of Benefit Service at the reduced 77% rate for the Plan Year(s) beginning January 1, 2007, January 1, 2008 and/or January 1, 2009, provided that such Participant was classified as a non-highly compensated employee in such Plan Year. In addition, a Participant employed by Sunkist Growers, Inc. who had not reached at least age 55 and/or earned at least five Years of Vesting Service as of December 31, 2004, but who was at least age 54 as of January 1, 2008 and who had at least 8 Years of Vesting Service as of January 1, 2008, continued to earn Years of Benefit Service at the reduced 77% rate for the Plan Year(s) beginning January 1, 2008 and/or January 1, 2009, provided that such Participant was classified as a non-highly compensated

employee in such Plan Year. Finally, a Participant employed by Sunkist Growers, Inc. who had not reached at least age 55 and/or earned at least five Years of Vesting Service as of December 31, 2004, but who was at least age 54 as of January 1, 2009 and who had at least 8 Years of Vesting Service as of January 1, 2009, continued to earn Years of Benefit Service at the reduced 77% rate for the Plan Year beginning January 1, 2009, provided that such Participant was classified as a non-highly compensated employee in such Plan Year. Notwithstanding the foregoing, for a Participant referred to above in this paragraph, such additional credit ceased upon the earlier of (1) your termination of employment with Sunkist Growers, Inc., or (2) completion of thirty Years of Benefit Service, if either is applicable to you.

Another special rule applies to certain Participants employed by Fruit Growers Supply Company who had not reached at least age 55 and/or earned at least five Years of Vesting Service as of December 31, 2004. If you are such a Participant but were hired or rehired by Fruit Growers Supply Company on or after January 1, 2000 and before January 1, 2005, and you were not classified as a "highly compensated employee" (as defined under IRS regulations) for the plan year for which benefits were determined, then you earned Years of Benefit Service at a reduced rate of 50% for the plan year(s) beginning January 1, 2005, January 1, 2006, January 1, 2007, January 1, 2008, and/or January 1, 2009, provided that such additional credit ceased upon the earlier of (1) your termination of employment with Fruit Growers Supply Company, (2) completion of thirty Years of Benefit Service, or (3) March 31, 2009.

## **7. What Determines Your Retirement Benefit**

No matter when you retire, your benefit is calculated using the same formula. But the amount payable depends on your Years of Benefit Service, Years of Vesting Service, your Final Average Compensation, and whether you retire before, at or after Normal Retirement Age. Remember that the Plan was frozen effective January 1, 2005. Thus, unless you fall under one of the exceptions described in section 6 above, your Years of Benefit Service, Final Average Compensation and estimated Social Security benefit as described below are determined as of December 31, 2004.

### **Normal Retirement Benefit**

If you retire at Normal Retirement Age, your monthly benefit is:

- 65% of your Final Average Compensation, reduced by
- 60% of your estimated Social Security benefit.

If you have less than thirty Years of Benefit Service when you retire, your retirement benefit is multiplied by this fraction:

$$\frac{\text{Your Actual Years of Benefit Service}}{30 \text{ Years}}$$

In general, your "Final Average Compensation" is determined by averaging your compensation over the five consecutive calendar years preceding January 1, 2005 that give the highest average. All W-2 earnings are recognized in final average pay, except severance pay, employer-paid moving and education expenses, commissions, car allowances, and imputed income from group term life insurance. Bonuses are included in compensation for some participating employers. Please refer to the appendix for the listing of companies that have elected to include bonuses in compensation. Deferred bonuses are not included in compensation for purposes of calculating Final Average Compensation.

**Example**

Here is an example of how your Normal Retirement Benefit would be calculated, assuming that you had twenty-five Years of Benefit Service and Final Average Compensation of \$30,000 per year:

- Before Social Security Offset  
 $\$30,000 \times 65\% = \$19,500$  per year
- Social Security Offset  
Estimated Primary Social Security Benefit = \$9,960 per year  
 $\$9,960 \times 60\% = \$5,976$  per year
- Net Pension (before reduction for less than 30 Years of Benefit Service)  
 $\$19,500 - \$5,976 = \$13,524$  per year

Your Pension Reduced for Twenty-Five Years of Benefit Service

$$\frac{25 \text{ Years of Benefit Service}}{30 \text{ Years}} = \frac{25}{30}$$

$$\$13,524 \times 25/30 = \$11,270 \text{ per year}$$

**Early Retirement Benefit**

You may take early retirement if you are at least age 55 and have completed at least five Years of Vesting Service. Your early retirement benefit is calculated the same as your Normal Retirement Benefit, except that it is actuarially reduced for early benefit commencement to account for the longer period you'll be receiving payments.

**Special Early Retirement Bridge Benefit**

If you retire between ages 60 and 65 and have completed at least twenty-five Years of Vesting Service, you will be eligible for special early retirement bridge benefits. For eligibility purposes, you may be credited with additional age and/or Years of Vesting Service if you terminate employment with a company then participating in the Plan due to the elimination of your position. With the bridge benefit, your early retirement benefit is calculated the same as for regular early retirement, except that:

- Your benefit is not actuarially reduced for early benefit commencement, and
- The full Social Security benefit offset is not applied until you reach your Social Security Normal Retirement Age.

**Example**

Here is an example of how your early retirement bridge benefit would be calculated, assuming you had a full thirty Years of Benefit Service, Final Average Compensation of \$24,000 per year, are retiring at age 60, and your Social Security Normal Retirement Age is 66:

Retirement Benefit Before Social Security Offset  
(Paid from Age 60 to 66)

$$\$24,000 \times 65\% = \$15,600 \text{ per year}$$

**Full Social Security Offset**

$$\text{Estimated Primary Social Security Benefit} = \$9,600 \text{ per year}$$

$$\$9,600 \times 60\% = \$5,760 \text{ per year}$$



Adjustment to Social Security Offset where Social Security Normal Retirement Age is greater than 65

Full Social Security Offset	X	$\frac{\text{\# of mos. from age 60 to age 65}}{\text{\# of mos. from age 60 to age 66}}$	=	Amount that is subtracted from Full Social Security Offset
\$5,760	X	$\frac{60}{72}$	=	\$4,800

$\$5,760 - \$4,800 = \$960$  (Social Security Offset applied to benefits before Social Security Normal Retirement Age)

Retirement Benefit paid from Age 60 to Age 66

$$\$15,600 - \$960 = \$14,640$$

Net Benefit (paid after Age 66)

$$\$15,600 - \$5,760 = \$9,840 \text{ per year}$$

With the bridge benefit you would receive payments of \$14,640 per year from age 60 to age 66 and \$9,840 per year beginning at age 66.

**Late Retirement Benefit**

If you choose to work for the Company beyond your Normal Retirement Age, your retirement benefit will not begin until you actually retire.

Late retirement benefits are calculated the same way as your Normal Retirement Benefits, except that they are actuarially increased for delayed payments.

**8. Your Right To Plan Benefits Before Retirement (Vesting)**

Because not everyone stays with one company until retirement, the Plan's vesting provision enables you to keep all the benefits you have accumulated even though you might leave your employer before you retire. You become 100% vested in your benefits after five Years of Vesting Service.

If you terminate employment before retirement, your vested termination benefit is calculated the same way as your Normal Retirement Benefit, except it is based on your Final Average Compensation and Years of Benefit Service as of your employment termination date (or December 31, 2004, if earlier).

You may begin receiving actuarially reduced payments on the first day of the month that coincides with or next follows your 55th birthday, or you may choose to have your payments begin as late as age 65. If payments begin before your 65th birthday, they are actuarially reduced the same as for regular early retirement. If you terminate employment with a vested benefit as described above, you should keep the Plan Board informed of your current address.

If your employment terminates for any reason before you have five Years of Vesting Service, you will forfeit your benefits. If you return to work within five years of termination, your benefits may be reinstated, as described later in this SPD.

**9. How Your Benefits Are Paid**

Your benefits can be paid to you in either the automatic form of payment or one of the optional forms described in this section. You can choose the form most suited to your needs. All options are actuarially equivalent in total value, but monthly payment

amounts are different. You will receive a full explanation of these options before your benefit begins.

### **Automatic Form of Payment**

If you are single — and unless you elect otherwise — your retirement benefit will automatically be paid in the form of a life annuity. This is a monthly benefit paid for your lifetime only.

If you are married, your retirement benefit automatically will be paid in the form of a 50% joint and survivor annuity. You will receive monthly benefits for your lifetime. Then, after your death, your surviving spouse will receive monthly benefits for life equal to 50% of the payments you were receiving.

If you are eligible for early, normal, or late retirement benefits, and you retire from active employment, the payments you receive as a married participant under a 50% joint and survivor annuity are the same amount that you would receive if you were single. But if you were not eligible for retirement (or if you elected to defer retirement) when you left your employer and are only receiving deferred vested benefits, you will receive actuarially reduced payments. The reduction takes into account the value of the additional payments that your spouse may receive after your death under the 50% joint and survivor annuity.

You may waive the 50% joint and survivor annuity anytime during the 180 days before your retirement date and elect instead to receive a life annuity or one of the optional forms of payment described below. But you may do this only if you have your spouse's written notarized consent.

### **Optional Form of Payment**

You can choose one of the following benefit payment forms in place of an automatic form.

- 100%, 75%, 50% Joint and Contingent Options

This is the same type of joint and survivor annuity described as the automatic form for married participants except you can choose to have 100%, 75%, or 50% of the monthly benefit continued after your death, and payments after your death may be made to anyone — not just to your spouse.

The person you name to receive payments after your death is called your contingent annuitant. You may not change the contingent annuitant once payments have started. Some legal restrictions apply to this option if the person you name is significantly younger than you.

If you name someone other than your spouse as contingent annuitant, you must have your spouse's written, notarized consent. The value of your retirement benefit payable under the 100%, 75%, and 50% joint and contingent options must be actuarially equivalent to the value of your automatic form of payment benefit.

- 10-Year Certain and Life Option

This option provides a reduced monthly benefit paid for your lifetime, but payments are guaranteed for ten years. You may name any person to receive any remaining payments after your death, if you die before ten years (120 months) of payments have been made.

The value of your retirement benefit payable under the 10-year certain and life option must be actuarially equivalent to the value of the life annuity that you would receive

as a single participant. Since payments under all optional forms may continue to someone else after your death, the payments you receive during your lifetime are reduced. If you are married and are eligible for early, normal, or late retirement, and if you elect a 75% or 100% joint and contingent option with your spouse as contingent annuitant, the pension you receive is reduced, but only to reflect the value of additional joint and contingent benefits that you elect.

- Level Income Option

This option provides a monthly income with payments ceasing upon death, and is designed to provide an approximately level income stream before and after becoming eligible for Social Security retirement benefits.

**Lump-Sum Cashout**

If the total lump-sum actuarial value of your retirement benefit when you retire, or your deferred vested benefit if you leave the Company before retirement, is \$5,000 or less, you will receive a lump-sum payment instead of monthly benefits. The lump sum will be the actuarial value of your retirement benefit taking into account your age and the monthly payments you would receive otherwise. If your lump-sum benefit is greater than \$1,000 but not greater than \$5,000 and your election for a lump-sum payment is not made within a reasonable time following your termination of employment or retirement, the Plan Board will pay your lump-sum in a direct rollover to an individual retirement plan designated by the Plan Board.

**10. Accumulated Contributions – Prior to January 1, 1976**

---

You will have an opportunity to withdraw your Accumulated Contributions (Employee Contributions with interest), if any, at the time of your retirement (or following your termination, if you terminate employment before retirement). If you withdraw your Accumulated Contributions, your monthly benefit payment will be actuarially reduced to reflect the value of your withdrawn funds. Or, you may instead elect not to withdraw your Accumulated Contributions and receive the full amount of your monthly benefit. If you withdraw your Accumulated Contributions you must have your spouse's written notarized consent. Regardless of whether or not you elected to withdraw your Accumulated Contributions, if you die before benefit commencement and you are married, your surviving spouse's benefit described below will not reflect the reduction in your benefit due to a withdrawal of your Accumulated Contributions.

If you die before your retirement benefits commence and you are unmarried, your designated beneficiary will receive a refund of your Accumulated Contributions. If you are unmarried and die after your retirement benefits commence, your beneficiary may receive a partial refund of your Accumulated Contributions if the total monthly benefits you receive prior to death are less than your Accumulated Contributions.

**11. Pre-Retirement Surviving Spouse Annuity Death Benefits**

---

If you die after completing at least five Years of Vesting Service and if you are married at your death, your surviving spouse will be eligible to receive a surviving spouse annuity.

**Benefit for Active Employees**

If you die while actively employed by a participating employer, the surviving spouse annuity is equal to 50% of:

- 65% of your Final Average Compensation multiplied by this fraction:

*Your Years of Benefit Service*  
*If You Had Continued to Work to Age 65*  
**30 Years**

**Reduced By**

- The survivor benefit that your spouse would receive from Social Security assuming you also had a 14-year-old dependent child.

For this purpose only, your Final Average Compensation is the amount you would have earned if you had continued to work for your employer until normal retirement age based on your last rate of pay at your death and the number of Hours of Service you were credited with in your last calendar year of employment.

**Minimum Benefit for Active Employees**

The regular surviving spouse annuity described above cannot be less than the following minimum benefit:

- If you already were eligible for early retirement at your death, the minimum benefit is the amount your spouse would have received if you had:
  - Retired on the date of your death,
  - Elected the automatic 50% joint and survivor annuity form of payment, and
  - Died the day after retirement.
- If you were not already eligible for early retirement at your death, the minimum benefit is the amount your spouse would have received if you had:
  - Terminated employment on the date of your death,
  - Lived to age 55,
  - Elected the automatic 50% joint and survivor annuity form of payment, and
  - Died the day after benefits started.

If you already were eligible to begin receiving a retirement benefit, the minimum payment begins on the first day of the month following your death. Otherwise, the minimum payment begins on your earliest possible retirement date had you lived.

**Surviving Spouse Annuity for Terminated Vested Participants**

If you have terminated employment with a participating employer and are eligible for a deferred vested benefit, but die before retirement, the surviving spouse annuity is calculated as if you had:

- Lived to age 55 (if you die before age 55),
- Elected to begin your retirement benefit under the automatic 50% joint and survivor annuity form of payment on your date of death, and
- Died the day after benefits started.

Your spouse's benefit would begin on the first day of the month following your death, or, if later, when you would have reached age 55 had you lived.

**12. Disability Retirement Benefits**

If you become disabled while you are actively employed by a participating employer, you will be entitled to a disability retirement benefit starting at your normal retirement age. Your benefit will be calculated the same as for normal retirement, except that it is based on:

- The Years of Benefit Service that you would have completed if you had continued to work for the Company until you reached your normal retirement age (or, if earlier, December 31, 2004, or the date you are no longer eligible to earn Years of Benefit Service under the Plan), based on the Hours of Service you were credited with in your last calendar year of employment, and
- Your Final Average Compensation if you had continued to work for your employer until your normal retirement age based on your last rate of pay at the time you become disabled (or, if earlier, until December 31, 2004, or the date you are no longer eligible to earn Years of Benefit Service under the Plan) or, if less, 120% of your Final Average Compensation determined at the time you become disabled.

You will be considered disabled for up to 24 months if you are completely unable to perform each and every duty of your own regular occupation. After 24 months you will only be considered disabled if you are completely unable to perform the duties of any occupation that for which you are reasonably fitted because of your training, education, or experience. You will not be considered disabled if you are working in any occupation or if you are denied Social Security disability benefits or if you fail to apply for such benefits if you are eligible to do so. The Board may require you to verify your continued eligibility for disability retirement benefits.

### **13. Reemployment After Benefits Begin**

---

If you retire and begin receiving benefits, then return to work with an employer participating in the Plan, no benefit payments will be made for any month in which you complete 40 or more Hours of Service. When benefit payments are resumed, your pension will be recalculated based on your Final Average Compensation and total Years of Benefit Service, then actuarially adjusted to reflect the payments that you already received.

### **14. Benefits Accrued Under The Citrus-Avocado Pension Trust And The Western Growers Pension Trust Before January 1, 1989**

---

Many Sunkist packinghouses participated in the Citrus-Avocado Pension Trust (CAPT) or the Western Growers Pension Trust before January 1, 1989. The Plan has assumed responsibility for most benefits accrued by Sunkist packinghouse employees under these plans up to December 31, 1988. The benefits will be paid according to provisions of the CAPT or Western Growers Pension Trust plans in effect on December 31, 1988.

### **15. Employee Contributions Before January 1, 1976**

---

If you were covered by the Plan before January 1, 1976, you contributed to the Plan in order to participate. Your beneficiary is guaranteed a refund of your own contributions, plus interest, in the event of your death. If you die after benefits have started, your beneficiary may receive a partial refund if the total monthly payments you receive prior to death are less than your contributions plus interest.

Interest was credited on your contributions at 5%, compounded annually, through 1987. Beginning in 1988, contributions receive 120% of the Federal Midterm interest rate as in effect under Internal Revenue Code Section 1274 at the beginning of each plan year.

### **16. Plan B Spin-Offs**

---

Effective September 20, 2003, participating employers under Plan B (a subplan under the Plan) were given the opportunity to spin-off from the Plan effective December 31, 2003.

Saticoy Lemon Association elected a spin-off to its own retirement plan effective January 1, 2004. Accordingly, all liability for benefits of Saticoy Lemon Association employees who formerly participated in the Plan has been assumed by Saticoy Lemon's new plan.

#### **17. Legally Required Benefit Limitations**

By law, retirement benefits and compensation used to calculate benefits are limited to certain maximum amounts. Maximum benefit amounts vary depending on your age when payments begin and the form of benefit payment you elect. Generally, maximum compensation and benefit amounts are indexed to inflation.

## **II. Voluntary Investment Plan (VIP)**

### **1. Participation In The Program**

Companies participating in the Plan may also elect to participate in the Sunkist Voluntary Investment Plan (VIP). You may join the VIP Program if:

Your employer has elected to participate, and

You are not a "highly compensated employee."

The term "highly compensated employee" is defined in IRS regulations. It generally includes owners of at least 5% of a company and employees earning over a specified annual dollar amount. You should contact the Employee Benefits Department at Sunkist Growers, Inc. if you are not certain whether the definition applies to you.

If you join the program and then later become a "highly compensated employee," you will not be allowed to make additional contributions, and your contributions to the program in the calendar year that you become a "highly compensated employee" will be refunded to you, along with applicable investment earnings.

### **2. Your Contributions**

You may contribute up to 10% of your total monthly basic pay. Your contributions are placed in an account set up for you by the Plan Board. All contributions are by payroll deduction. Payroll deductions must be in multiples of \$5 per payroll period with a minimum contribution of \$10 per month.

### **3. Investment Of Contributions**

You may elect to have your contributions invested in:

Fixed Fund -A fixed income fund made up of insurance company investment contracts and other interest-bearing vehicles selected by the Plan Board.

Mutual Funds -One or more mutual funds selected by the Plan Board. There is, of course, no guarantee of principal, and any particular fund is valued at market value.

There are no restrictions on the portion of your total contributions that can be invested in each fund.

### **4. Changes Of Election**

You may elect to change the amount of your payroll deduction or the way your new contributions are invested at any time. You may also elect to transfer money from one investment fund to another.

### **5. Vesting In Your Account**

---

You are always 100% vested in your VIP Program account.

## **6. Withdrawals From Your Account**

---

While you are employed by the Company, you may withdraw part or all of your account. However, you may not make more than two withdrawals per year. If you are married, you must have your spouse's written, notarized consent to make a withdrawal.

## **7. Distributions At Retirement, Death, Or Employment Termination**

---

If you are married when payment is made, you will automatically receive an annuity providing for level monthly payments over your lifetime with 50% of the payment amount continuing to your spouse for life following your death. You may elect another form of payment only with your spouse's written, notarized consent. These optional forms of payment are listed below.

- Lump-sum payment.
- Systematic withdrawals in accordance with the terms of any mutual fund in which you are invested (account must be \$5,000 or more).
- Installment payments from the fixed fund of \$50 per month or more spread over a period not longer than your life expectancy (account must be \$5,000 or more).
- Leave accounts balance in trust and defer distribution until a later date – but not beyond age 70½.

## **8. Taxation Of Contributions And Distributions**

---

Your contributions to the VIP Program are all made with after-tax money. That is, your VIP contributions do not reduce your current federal or state income taxes. However, you do not pay any current income taxes on any interest or investment earnings on your account.

When you receive a distribution from the VIP Program, part of the money is considered a refund of your contributions, and part is considered a payment of the investment earnings on your contributions. You receive the part that is a refund of your own contributions tax-free, because you have already paid tax on that money.

The part of any VIP Program distribution that represents payment of interest or investment earnings on your contributions is subject to income taxes in the year you receive it. You may also have to pay an additional 10% excise tax on this part of your distribution if you are under age 59½.

The tax rules that apply to payments from the VIP Program are often very complicated and no one associated with the Plan is allowed to give you tax advice. You should discuss all Plan distributions with your tax advisor.

# **III. Sunkist Individual Tax Reduction Account (SITRA)**

---

## **1. Participation In The Program**

---

All employees covered by the Plan before January 1, 1987 were allowed to establish a Sunkist Individual Tax Reduction Account (SITRA). If you do not already have a SITRA account, you are not eligible for the SITRA program.

---

## **2. Investment Of Your Account**

All SITRA Program accounts are invested in a fixed income fund made up of insurance company investment contracts and other interest-bearing vehicles selected by the Plan Board.

---

## **3. Vesting In Your Account**

You are always 100% vested in your SITRA Program account.

---

## **4. Withdrawals From Your Account**

While you are employed by your employer, you may withdraw any portion of your SITRA Program account. If you are married, you must have your spouse's written, notarized consent to make a withdrawal. You may have to pay an additional 10% excise tax on your distribution if you are under age 59½.

---

## **5. Distributions At Retirement, Death, Or Employment Termination**

If your account is over \$5,000 and you are married when payment is made, you will automatically receive an annuity providing for level monthly payments over your lifetime with 50% of the payment amount continuing to your spouse for life following your death. You may elect another form of payment only with your spouse's written, notarized consent. These optional forms of payment are listed below.

- A lump-sum payment (mandatory if your total account is \$5,000 or less).
- Installment payments of \$50 per month or more spread over a period not longer than your life expectancy (account must be \$5,000 or more).
- Leave account balance in trust and defer distribution until a later date, but not beyond age 70½ (minimum value of account must be \$5,000).

---

# **IV. Additional Information**

---

## **1. How The Plan Is Administered**

The Plan is administered by a Plan Board that consists of nine members selected by the companies that participate in the Plan.

The Plan Board is responsible for:

- Administering the Plan according to the terms of the Plan document
- Filing certain reports with the federal government
- Providing you certain information about the Plan (including this SPD).

The Board does whatever is necessary to administer the Plan properly, including:

- Keeping track of Years of Vesting Service and Years of Benefit Service
- Determining monthly benefits payable under the Plan
- Administering investment of trust fund assets
- Interpreting Plan documents and adopting appropriate rules for administering the plan.

---

## **2. Claim Procedures**

---

### **Filing a Claim**



You don't need to take any special action, other than filing an application form, to receive your Plan benefits. An application form can be obtained by contacting the Employee Benefits Department at Sunkist Growers, Inc., PO Box 7888, Van Nuys, CA 91409. If the Plan Board determines that your claim is valid, you will receive a statement specifying the amount of your benefit, the methods of payment, when benefits will commence, and other information related to the payment of your benefits.

If your claim for benefits is denied in full or in part, the Plan Board will notify you in writing within 60 days (within 45 days if the claim is for disability benefits) after you file your claim. If special circumstances require an extension of time for processing your claim, the deadline may be extended for another 60 days (30 days if the claim is for disability benefits), but you will be notified before the end of the initial 60-day review period (45-day review period if the claim is for disability benefits) of the reasons for the delay and the date by which you may expect a decision. If your claim is denied, the notice of denial will state the reasons for the denial and the Plan provisions on which the denial is based. It will also inform you of any additional information or material required to perfect your claim, why the additional information or material is necessary, and the procedures you must follow to have the Plan Board review the denial of your claim, along with the time limits applicable to such procedures and a statement of your right to file a civil lawsuit under Section 502(a) of ERISA.

In the case of a claim for disability benefits, if for reasons beyond the control of the Plan Board your claim cannot be processed within 75 days after the original claim is filed, the deadline for processing your claim may be extended. You will be notified before the end of the 75-day period of the circumstances that require the extension of time, when the Plan Board expects to make a decision on your claim, any unresolved issues that prevent a decision on the claim, and a description of any additional information that is needed to process your claim. You will have 45 days after receipt of this notice to provide any additional information that is requested. The Plan Board will make a decision on your claim within 30 days after you provide the requested information.

If you do not receive a notice of extension or a notice of denial by the deadlines described above, you can assume that your claim is denied. You then can proceed to the appeal stage.

If your claim is denied (or considered denied because you did not receive a written response from the Plan Board), you or your beneficiary may write to the Plan Board to appeal the denial. You must appeal a claim denial within 60 days (180 days if the claim is for disability benefits).

Your appeal will be given a full and fair review. If you wish, you may have someone act as your representative in the review procedure. Upon request and free of charge, you (or your authorized representative) will have reasonable access to, and copies of, all documents, records and other information relevant to your claim. You (or your authorized representative) will have the opportunity to submit written comments, documents, records, and other information relating to your claim. The Plan Board's review will take into account all comments, documents, records, and other information submitted regardless of whether the information was previously considered in the initial claim denial.

If your appeal is denied, the Plan Board must provide you with written notice of this denial within 60 days (within 45 days if the claim is for disability benefits) after the Plan Board's receipt of your appeal, unless additional time is needed for processing because of special circumstances, in which case the deadline may be extended for another 60 days (45 days if the claim is for disability benefits), but you will be notified before the end of the initial 60-day review period (45-day review period if the claim is for disability benefits) of the reasons for the delay and the date by which a decision will be made. The final decision will be in writing and will state the reasons for the denial and the Plan provisions on which the denial is based. It will also include a statement that, upon request and free of charge, you (or your authorized representative) will have reasonable access to, and copies of, all documents, records and other information relevant to your claim, and a statement of your right to file a civil lawsuit under Section 502(a) of ERISA.

If you fail to appeal in the manner and by the deadlines specified above, you waive your right to request a review and you are barred from again asserting the claim.

If you have a claim for benefits that is denied or ignored, in whole or in part (but **only** if you have followed and exhausted the Plan's claim and appeal procedures described above), then you may sue in a state or federal court. However, no such lawsuit can be filed more than 180 days after the adverse final benefit determination is made. 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.

### **3. Future Of The Plan**

---

Sunkist Growers, Inc. and the other participating employers expect to continue to participate in the Plan indefinitely, but Sunkist Growers, Inc. and the other participating employers reserve the right to discontinue their participation in the Plan any time. In addition, the Plan Board reserves the right to amend or terminate the Plan at any time. However, no such change will deprive you of the amount of your accrued benefit at the date of such change. If the Plan is terminated while you are still working for your participating employer, all pension benefits you have earned to date will become 100% vested — no matter how many Years of Vesting Service you have. If the Plan terminates, plan assets will be allocated in accordance with Section 4044 of the Employee Retirement Income Security Act of 1974 (ERISA) to provide benefits to participants and beneficiaries. Any assets remaining in the Plan after all benefits and liabilities have been paid may be returned to the participating employers.

### **4. Designating A Beneficiary**

---

You may designate anyone as your beneficiary to receive your own contributions and interest, or your VIP and SITRA Program account, in the event of your death. However, if you are married and wish to select someone other than your spouse, you must have your spouse's written, notarized consent. If you make no designation, your beneficiary is your spouse if you are married or, if you are not married, your estate.

### **5. Assignment Of Benefits**

---

Under federal law and the terms of the Plan, you cannot assign any Plan benefits you have earned to anyone else or use any Plan benefits to pay your debts prior to the time that benefits are distributed to you. Your benefits may not be taken by legal process until they are distributed to you, except in the case of divorce, under a qualified domestic relations order.

### **6. Top-Heavy Rules**

According to IRS rules, a retirement plan becomes top-heavy when the present value of key employees' accumulated benefits exceeds 60% of total employees' present value of accumulated benefits. If the Sunkist Retirement Plan becomes top-heavy, you could become partially vested with less than 5 Years of Vesting Service and your retirement benefit could be increased. If this happens, you will be notified and receive additional information.

## **7. Pension Benefit Insurance**

Your pension benefits under the Plan are insured by the Pension Benefit Guaranty Corporation (PBGC), a federal insurance agency. If the Plan terminates without enough money to pay all benefits, the PBGC will step in to pay pension benefits.

The PBGC guarantee generally covers: (1) Normal and early retirement benefits; (2) disability benefits if you become disabled before the Plan terminates; 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 for the year in which the Plan terminates; (2) some or all of benefit increases and new benefits based on Plan provisions that have been in place for fewer than 5 years at the time the Plan terminates; (3) benefits that are not vested because you have not worked long enough for your employer; (4) benefits for which you have not met all of the requirements at the time the Plan terminates; (5) certain early retirement payments (such as supplemental benefits that stop when you become eligible for Social Security) that result in an early retirement monthly benefit greater than your monthly benefit at the Plan's Normal Retirement Age; and (6) non-pension benefits, such as health insurance, life insurance, optional death benefits, vacation pay, and severance pay.

Even if certain of your benefits are not guaranteed, you still may receive some of those benefits from the PBGC depending on how much money the Plan has and on how much the PBGC collects from employers.

For more information about the PBGC and the benefits it guarantees, ask your Plan administrator 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>.

## **8. Your Rights Under ERISA**

As a participant in the Plan 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:

Examine, without charge, at the Plan administrator's office and at other specified locations, such as worksites 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.

Obtain, upon written request to the Plan administrator, 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 SPD. The 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 telling you whether you have a right to receive a pension at Normal Retirement Age, 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.

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 to prevent you from obtaining a pension benefit or exercising your rights under ERISA. If your claim for a pension benefit is denied in whole or in part you must receive a written explanation of the reason for the denial. You have the right to have the Plan review and reconsider your claim.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials 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 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 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'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 that 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.

If you have any questions about your Plan, you should contact the Plan administrator. If you have any questions about this statement or about your rights under ERISA, 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.

## **9. Plan Document**

This SPD describes some of the principal features of the Sunkist Retirement Plan. Under no circumstances should it be regarded as a substitute for the Plan document or a contract with your employer. All rights of employees covered under the Plan are governed strictly by Plan document terms and are not in any way affected by statements in this SPD.

## 10. Important Reference Information

Plan Name:	Sunkist Retirement Plan
Plan Sponsor:	The Plan Board
Employer Identification Number:	95-3007164
Plan Number Assigned by the Plan Sponsor:	333
Plan Year-End:	December 31
Type of Plan:	Defined benefit pension (VIP and SITRA are defined contribution plans under the umbrella of the main Plan)
Plan Board:	Sunkist Retirement Plan Board 14130 Riverside Drive Sherman Oaks, CA 91423
Telephone:	(818) 986-4800
Type of Funding:	Company contributions to the Plan are actuarially determined. Plan assets are held and invested by the Plan Trustee.
Agent for Service of Legal Process:	Service of legal process may be made upon the Plan Board. Legal process may also be served upon the Trustee.
Plan Trustee:	US Bank 221 South Figueroa Street, Suite 210 Los Angeles, CA 90012
Companies Participating:	Employees may ask the Plan Administrator whether their employer participates in the Plan and, if so, may request the employer's address.

## 11. Qualified Domestic Relations Orders

The Plan is required to pay benefits to an "Alternate Payee" according to the terms of a "Qualified Domestic Relations Order."

- An "Alternate Payee" means your spouse, ex-spouse, child or other dependent who is recognized by a "Domestic Relations Order" as having a right to your benefits under the Plan.
- A "Domestic Relations Order" (DRO) means (1) an order, judgment or decree of a state court, made under state domestic relations law (including community property law), which (2) relates to provision of child support, alimony, or marital property rights to your spouse, ex-spouse, child or other dependent.
- A "Qualified Domestic Relations Order" (QDRO) means a DRO that meets certain specific requirements set out in Section 414(p) of the Internal Revenue Code and Section 206(d)(3) of ERISA.

When the Plan Board receives an order intended to be a QDRO, it must first determine whether the order is a DRO.

Even if the Plan Board determines that order is **not** a DRO, it may place a hold on your benefits for up to 90 days, if it determines that a DRO may shortly be issued. The Board may also send a copy of the Plan's written QDRO procedures to you and the intended Alternate Payee.

If the Plan Board determines that the order is a DRO, it will

- promptly send you, the Alternate Payee, (and/or the Alternate Payee's legal representative) a notice that a domestic relations order has been received, and a copy of the Plan's QDRO procedures,
- suspend payment of any portion of your benefit that is being claimed by the Alternate Payee,
- within a reasonable period after receiving the order, determine whether the order is a QDRO, and
- notify you, the Alternate Payee, (and/or the Alternate Payee's legal representative) of the determination.

If, while the Plan Board is determining whether the DRO is a QDRO, amounts become payable to the Alternate Payee, the Plan Board may segregate, and in any event will separately account for such amounts for a period of up to 18 months. The 18-month period begins on the date the first payment would be required to be made to the Alternate Payee under the DRO.

- If, during the 18-month period, the DRO is determined to be a QDRO, the Plan Board will pay the segregated amounts to the Alternate Payee.
- If, during the 18-month period, the DRO is determined not to be a QDRO, or the Plan Board can't determine whether the order is a QDRO, the Plan Board will pay the segregated amounts to the Participant according to the terms of the Plan.
- If, after the end of the 18-month period, the order is determined to be a QDRO, the Plan will comply with the terms of the order on a prospective basis only.

## Appendix

---

### Sunkist Retirement Board

Sunkist Packing Houses/Exchanges that agreed to the definition of compensation to include bonuses:

Agricultural Council of California	
Allied Citrus Exchange	
Baird Neece Packing Co.	
Citrus Research Board	
Exeter Citrus with Ivanhoe	
Fillmore Piru Citrus	
Fruit Growers Carton Plant	
Fruit Growers Lab	
Fruit Growers Supply	
Golden Valley Citrus	
Goodell Packing Corp.	
Harding & Leggett	
Ivanhoe Citrus with Exeter Citrus	
Kawaeh Oxnard Fruit	
Klink Citrus	
Magnolia Citrus	
Marlin Packing	
Mesa Citrus Growers	
Nat. Council of Farmers	
Orange Cove-Sanger Citrus	
Redlands Foothill Groves	
Riverside-Arlington Heights Fruit Exchange	
Saticoy Lemon	
Sierra Citrus	
Somis Pacific AG Management	
Strathmore Packing	
Sunkist Federal Credit Union	
Sunkist Growers	
Tulare Cty. Fruit Exchange	
United Wholesale Lumber	
Vandalia Irrigation Dist.	
Ventura Cty. Citrus Exchange	
Ventura Pacific	
Villa Park Orchards	
Visalia Citrus Packing	
Visalia Fruit Exchange	
Yorba Orange Growers	
Yuma Mesa Fruit Growers	