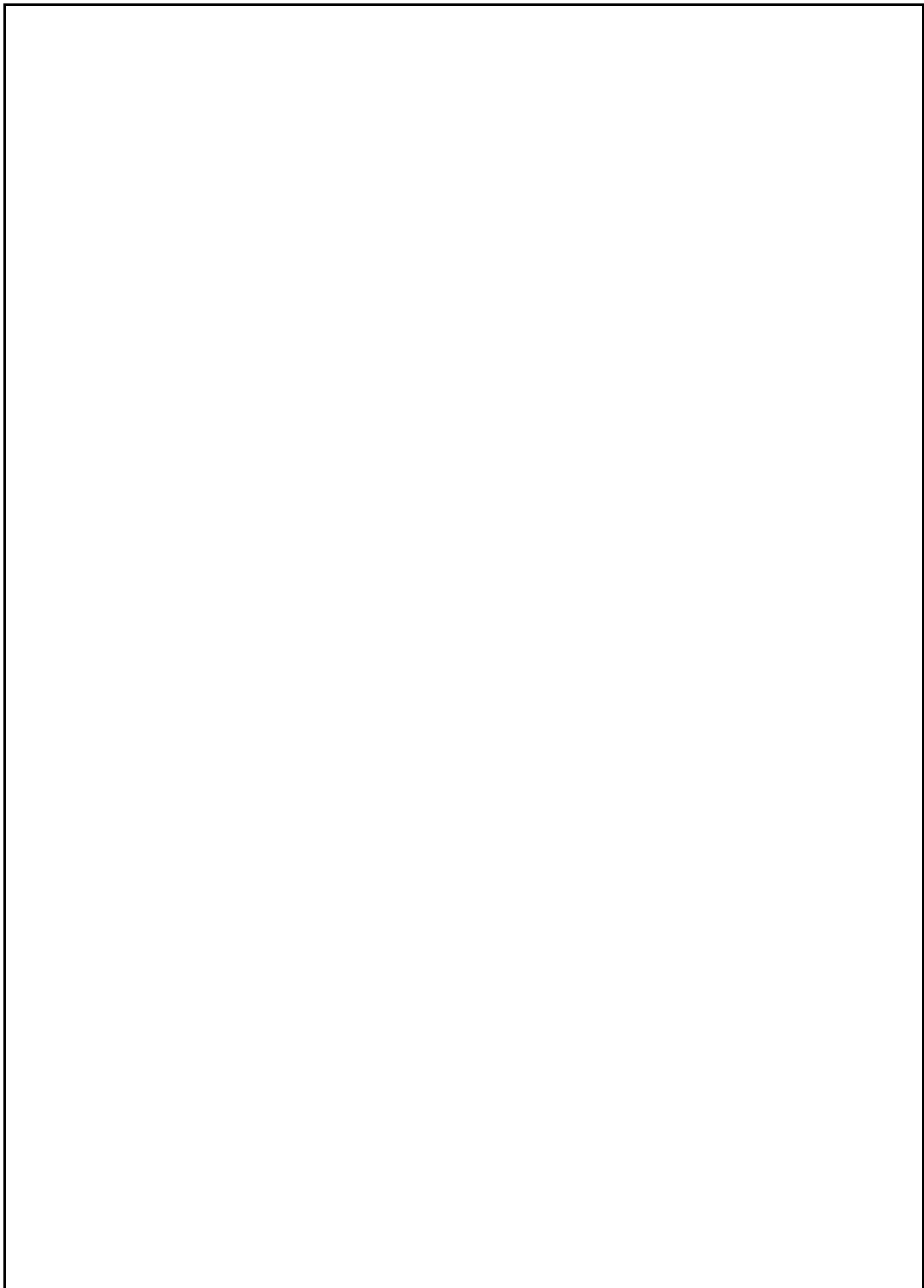


**SUMMARY PLAN DESCRIPTION**  
**OF THE**  
**TO-JO MUSHROOMS, INC.**  
**401(K) PROFIT SHARING PLAN**

## TABLE OF CONTENTS

<b>INTRODUCTION .....</b>	<b>Page 1</b>
Type Of Plan .....	Page 1
Administration Of The Plan .....	Page 1
<b>PLAN PARTICIPATION .....</b>	<b>Page 1</b>
Eligibility Requirements .....	Page 1
Eligibility Year Of Service .....	Page 1
Break In Service Rules .....	Page 2
Entry Date .....	Page 2
<b>CONTRIBUTIONS AND ALLOCATIONS .....</b>	<b>Page 2</b>
Elective Deferrals .....	Page 2
Salary Deferral Election Forms .....	Page 2
Matching Contributions .....	Page 2
Non-Elective Contributions .....	Page 2
Definition Of Compensation .....	Page 3
Participants Eligible For Allocations .....	Page 3
Top Heavy Contributions .....	Page 3
Rollover Contributions .....	Page 3
<b>BENEFIT UPON RETIREMENT .....</b>	<b>Page 3</b>
<b>BENEFIT UPON DISABILITY .....</b>	<b>Page 3</b>
<b>BENEFIT UPON DEATH .....</b>	<b>Page 4</b>
<b>BENEFIT UPON TERMINATION OF EMPLOYMENT .....</b>	<b>Page 4</b>
<b>DETERMINATION OF VESTED INTEREST .....</b>	<b>Page 4</b>
<b>HARDSHIP DISTRIBUTIONS .....</b>	<b>Page 4</b>
<b>PARTICIPANT LOANS .....</b>	<b>Page 5</b>
General Loan Requirements .....	Page 5
Repayment and Default .....	Page 5
<b>INVESTMENT OF CONTRIBUTIONS .....</b>	<b>Page 5</b>
<b>TAX WITHHOLDING ON PLAN BENEFITS .....</b>	<b>Page 5</b>
Distributions Not Subject To Withholding .....	Page 5
Distributions Subject To Withholding .....	Page 6
<b>OTHER INFORMATION .....</b>	<b>Page 6</b>
Claims For Benefits .....	Page 6
Non-Alienation Of Benefits .....	Page 6
Amendment Or Termination .....	Page 6
<b>STATEMENT OF ERISA RIGHTS .....</b>	<b>Page 7</b>



## INTRODUCTION

### **Type Of Plan**

Effective December 1, 1999, To-Jo Mushrooms, Inc. (hereafter referred to as the Employer) amended its 401(k) plan, which is called the To-Jo Mushrooms, Inc. 401(k) Profit Sharing Plan (hereafter referred to as the Plan). This summary, which describes the important features of the Plan in non-technical language, is intended to answer most of your questions about the Plan and replaces all prior announcements by the Employer about the Plan. It nevertheless is only a summary, and if there is any conflict between the description in this summary and the terms of the Plan, the terms of the Plan will control. If you have any questions about the Plan that are not addressed in this summary, you can contact the Administrator.

### **Administration Of The Plan**

The Plan is administered by a written plan and trust agreement, and the trustee of that agreement is responsible for the Plan's investment policy. The name and the address of the Trustee are:

Joseph D'Amico  
974 Penn Green Road  
Avondale, PA 19311

All other matters concerning the operation of the Plan are the responsibility of the Administrator. The name, address, telephone number and employer I.D. number (EIN) of the Administrator are:

To-Jo Mushrooms, Inc.  
974 Penn Green Road  
Avondale, PA 19311  
Telephone (610) 268-8082  
EIN 23-2542450

The Employer has assigned number 001 to the Plan; the accounting year of the Plan, called the Plan Year, begins December 1st and ends the following November 30th; and if it becomes necessary for you to bring legal action against the Plan for any reason, legal process can be served on either the Administrator, the Employer, or the Trustee.

## PLAN PARTICIPATION

### **Eligibility Requirements**

If you are currently a Participant in the Plan, you will continue to participate. If you are not a Participant, you will be eligible to enter the Plan as a Participant when you reach Age 21 and complete 1 Year of Service. However, you will not be eligible to participate in the Plan if you are a non-resident alien who does not receive any United States income from the Employer.

### **Eligibility Year Of Service**

To be credited with a Year of Service for eligibility purposes, you must be credited with at least 1,000 Hours of Service during an eligibility computation period. An eligibility computation period is a 12-consecutive month measuring period. An Hour of Service is any hour for which you have a right to be paid, including vacations, holidays, illness, back pay and maternity or paternity leave.

The first eligibility computation period begins on your employment commencement date and ends the day before the first anniversary of your employment commencement date. If you are not credited with at least 1,000 Hours of Service during the first eligibility computation period, the second eligibility computation period will switch to the Plan Year and will overlap the first eligibility computation period by beginning on the December 1st which occurs prior to the first anniversary of your employment commencement date. If you are not credited with at least 1,000 Hours of Service during the second eligibility computation period, each succeeding eligibility computation period begins on December 1st and ends on November 30th.

#### **Break In Service Rules**

In any Plan Year in which you do not receive credit for at least 501 Hours of Service, you will incur a Break in Service and your participation in the Plan will cease; but you will not incur a Break in Service if you are on an authorized leave of absence, you are ill, or you are on maternity leave.

#### **Entry Date**

You will actually enter the Plan as a Participant on the December 1st or the June 1st which coincides with or next follows the date on which you satisfy the eligibility requirements. Upon becoming a Participant, the Administrator will establish an Account to receive your share of any Employer contributions and investment earnings and losses. The total value of your Account will consist of the sum of the following sub-accounts: the Elective Deferral Account, the Matching Contribution Account and the Non-Elective Contribution Account.

## **CONTRIBUTIONS AND ALLOCATIONS**

#### **Elective Deferrals**

You can sign a salary deferral election form authorizing the Employer to withhold up to 15% of your Compensation each calendar year, but in no event can the amount withheld exceed the maximum annual dollar limit permitted by law (which is currently \$10,500 per year). The amount you elect to defer is called an Elective Deferral. The Employer will allocate your Elective Deferrals to your Elective Deferral Account.

#### **Salary Deferral Election Forms**

You can change your salary deferral election form annually on the Plan's Anniversary Date. You can also suspend or cancel your election form effective 30 days after giving written notice to the Administrator, in which case you cannot make a new election until the next annual election date. In any Plan Year in which you have not deferred at the maximum rate permitted by the Plan, you can authorize that up to 100% of your Compensation be withheld for one or more pay periods in order to raise your deferral to the maximum rate. If necessary to insure that the Plan satisfies certain non-discrimination tests required by the Internal Revenue Code, the Employer also has the right to reduce or suspend your deferral election at any time.

#### **Matching Contributions**

The Employer may make a discretionary Matching Contribution each Plan Year equal to 3% of the total Compensation of all Eligible Participants. Such Matching Contributions will be 100% vested and will be allocated to your Matching Contribution Account.

**Non-Elective Contributions**

The Employer may also make other discretionary contributions to the Plan. These contributions are called Non-Elective Contributions. In any Plan Year in which Non-Elective Contributions are made and in which you are an eligible Participant, an allocation will be made to your Non-Elective Contribution Account based on the ratio that your Compensation bears to the total Compensation of all eligible Participants for that Plan Year. This means that the amount allocated to your Account will, as a percentage of Compensation, be the same that is allocated to all other eligible Participants. For example, if the Employer makes a contribution equal to 10% of the total Compensation of all Participants, and your Compensation for the year is \$25,000, the amount allocated to your Account would be \$2,500 (\$25,000 times 10%).

**Definition Of Compensation**

The amount of your Compensation used to determine Plan benefits is the amount reported on your Form W-2 during the period covered by the Plan Year, up to the maximum annual dollar limit permitted by law (which is currently \$160,000 per year).

**Participants Eligible For Allocations**

All Participants who are employed on November 30th will receive an allocation of all Employer contributions made for that Plan Year. Participants who terminate employment before November 30th will also receive a contribution allocation for that Plan Year.

**Top Heavy Contributions**

A top heavy plan is a plan in which more than 60% of the assets of the Plan are allocated to Key Employees (certain owners and officers). For each year in which this Plan is top heavy, the Account of each Participant who is a Non-Key Employee and who is employed on November 30th will receive a minimum top heavy allocation equal to the lesser of 3% of Compensation or the percentage of Compensation allocated to the Accounts of Participants who are Key Employees.

**Rollover Contributions**

If you participated in another retirement plan before you were employed by the Employer, you can transfer (or rollover) to this Plan any distribution you received from that plan provided all legal requirements (and any requirements imposed by the Administrator) with respect to such a transfer are satisfied. Do not withdraw funds from any other plan or account until you have received written approval from the Administrator to roll those funds into this Plan.

If you do decide to make a rollover contribution and it is accepted by the Administrator, it will be kept in a separate Rollover Account established on your behalf. You will at all times have a 100% Vested Interest in your Rollover Account. Your Rollovers can be withdrawn at any time.

**BENEFIT UPON RETIREMENT**

You are entitled to 100% of your Account if you reach Normal Retirement Age before termination of employment. Normal Retirement Age is the date you reach age 65. If you continue working after retirement age, distribution of your Account will be postponed until you actually retire. Your Account will be distributed as soon as administratively feasible after you retire. If your Account does not exceed \$5,000, it will be distributed in a lump sum. If it exceeds \$5,000, you can elect either a lump sum distribution or installment payments.

## **BENEFIT UPON DISABILITY**

If you become disabled while you are still employed by the Employer, you can retire and receive the Vested Interest in your Account. To be considered disabled, you must suffer a physical or mental condition that qualifies you for disability benefits under the Social Security Act; but even if you qualify for Social Security disability benefits, you will not be considered disabled if the condition is caused (1) by the use of intoxicants or other substances; (2) by an intentionally self-inflicted injury or sickness; (3) by an unlawful act on your part; or (4) by military service which qualifies you for a military disability pension.

Your Vested Interest will normally be distributed within a reasonable time after you become disabled. If your Vested Interest does not exceed \$5,000, it will be distributed in a lump sum. If your Vested Interest exceeds \$5,000, you can choose to have it distributed in a lump sum or in monthly, quarterly, semi-annual or annual installments over a fixed period of time; and you can also choose to defer distribution (but not beyond your Normal Retirement Age).

## **BENEFIT UPON DEATH**

If you die before your Account is distributed, your beneficiary will receive the Vested Interest in your Account as a death benefit. If you are married, your spouse is designated by law to be your beneficiary unless he or she waives the death benefit in writing. Unless you indicate otherwise in a beneficiary designation form, your beneficiary can choose to have your death benefit distributed either in a lump sum or as installment payments. Distribution will be made as soon as administratively feasible after your death.

## **BENEFIT UPON TERMINATION OF EMPLOYMENT**

If you terminate employment before Normal Retirement Age, or before death or disability, you are entitled to the Vested Interest in your Account. Your Vested Interest will be distributed as soon as administratively feasible after you request payment. If your Vested Interest does not exceed \$5,000, it will be distributed in a lump sum. If it exceeds \$5,000, you can elect to have it distributed either in a lump sum or as installment payments; or you can defer distribution to a later date (but not beyond Normal Retirement Age).

## **DETERMINATION OF VESTED INTEREST**

Your Vested Interest is the percentage of your Account to which you are entitled at any point in time. Your Vested Interest in your Account will be 100% at all times.

## **HARDSHIP DISTRIBUTIONS**

You can withdraw up to 100% of your Elective Deferrals to help pay for a financial hardship caused by (1) eligible medical expenses incurred by you or your family; (2) the purchase (excluding mortgage payments) of your principal residence; (3) tuition for the next 12 months of college for you or your family; (4) payments needed to prevent your eviction from, or foreclosure on the mortgage of, your principal residence; (5) funeral expenses for a member of your family; or (6) any other immediate

and heavy financial need as determined by the Administrator. A hardship distribution cannot exceed the amount required to relieve the financial need, and you must give the Administrator a written statement that you cannot satisfy the hardship from other resources available to you, such as ceasing your Elective Deferrals to the Plan or borrowing from the Plan or from a commercial source on reasonable terms. In the alternative, no written representation will be required if the distribution is made for one of the reasons described in (1), (2), (3) or (4) above, provided you agree to suspend your Elective Deferrals for 12 months after you receive the hardship distribution, and you agree to limit the maximum amount you can defer for the calendar year after the hardship distribution is made to your maximum permitted deferral minus the amount you actually deferred during the calendar year in which the hardship distribution was made. Distribution will be made in a lump sum.

## **PARTICIPANT LOANS**

### **General Loan Requirements**

You are permitted to borrow from the Plan with the consent of the Administrator. The maximum amount you can borrow is 50% of your Vested Interest or \$50,000, whichever is less. If a loan is approved, your Account must be pledged as security. Each loan will bear a rate of interest to be determined when the loan is made, and must be repaid within 5 years by equal payments at least quarterly, except that a loan used to buy your principal residence can be repaid over more than 5 years. The interest you pay will be credited directly to your own Account.

### **Repayment and Default**

If you fail to make payments for two successive quarters, your loan will be considered in default and your Account will be reduced by the outstanding loan balance. If you terminate employment before the loan is repaid, you will have a reasonable time after termination to repay the loan (generally 60 days) and if you fail to repay the loan, it will be considered in default. You will be liable in the year of default for federal and state income taxes on the outstanding loan balance, and, if you have not reached age 59½, a 10% penalty tax. If there is an outstanding loan balance at the time your Account is to be distributed, the loan balance will be subtracted from your Account before distribution.

## **INVESTMENT OF CONTRIBUTIONS**

You can direct the investment of all or a portion of your Account. Any amount that is not self directed will be invested in the trust maintained by the Trustee. With regard to these funds, you will share in the investment performance of the trust. The Trustee will invest the funds in a diversified set of investment vehicles, which may include stocks, bonds, and mutual funds. You can invest in a range of mutual funds and related investments designated by the Trustee. You can switch between investment alternatives offered under this option at any time by contacting the Trustee or the Trustee's designee either in writing or through an 800 number which will be made available to you. The change will go into effect as soon as practicable after it is received by the Trustee or the Trustee's designee.

## **TAX WITHHOLDING ON PLAN BENEFITS**

### **Distributions Not Subject To Withholding**

Any distribution from this Plan that is eligible to be rolled over and that is directly transferred from this Plan to another qualified retirement plan or to an individual retirement account (IRA) is not



subject to income tax withholding. Generally, any part of a distribution from this Plan can be rolled over to another qualified plan or to an (IRA) unless the distribution (1) is part of a series of equal periodic payments made over your lifetime, over the lifetime of you and your beneficiary, or over a period of 10 years or more; (2) is a minimum benefit payment which must be paid to you because you have reached age 70½; or (3) is attributable to your elective deferrals that are distributed because of hardship. There are other distributions that cannot be rolled over, and you should contact the Administrator if you have questions about whether a distribution can be rolled over.

#### **Distributions Subject To Withholding**

If you choose to have your Plan benefit paid to you and the benefit is eligible to be rolled over, you only receive 80% of the benefit payment. The Administrator is required by law to withhold 20% of the benefit payment and remit it to the Internal Revenue Service as income tax withholding to be credited against your taxes. If you receive the distribution before you reach age 59½, you may also have to pay an additional 10% tax. You cannot elect out of the 20% withholding.

The only way to avoid the 20% withholding is to leave your benefit in this Plan or have it transferred directly to an IRA or to another qualified retirement plan that accepts rollovers. You can still rollover any eligible distribution that is paid to you by putting the eligible distribution into an IRA or into another qualified retirement plan within 60 days of receiving it. If you want to rollover 100% of the eligible distribution to an IRA or to another qualified retirement plan, you must find other money to replace the 20% that was withheld. Due to the complexities and frequency of changes in the federal tax law that governs withdrawal penalties and taxes, you should consult your tax advisor to determine your personal tax situation before taking any distribution from the Plan.

## **OTHER INFORMATION**

#### **Claims For Benefits**

If you are not satisfied with a decision made about your benefits, you should submit a written claim to the Administrator. If your claim is denied, the Administrator will notify you within 90 days after you filed your claim. If your claim is denied, you can have the denial reviewed by making a written request to the Administrator, which along with a written statement explaining your position must be filed within 60 days of the date you were notified in writing that the claim was denied. The Administrator may (but is not required to) provide you with a hearing, but the Administrator must decide your appeal within 60 days and give written notice of the decision. If your claim for benefits is denied or ignored, in whole or part, you can file suit in a state or federal court.

#### **Non-Alienation Of Benefits**

In general, your creditors cannot garnish or levy upon your Account, and you cannot sell, transfer, assign, or pledge your Account. There are two exceptions: (1) your Account must be pledged as collateral for a loan from the Plan; and (2) if you and your spouse separate or divorce, a court can direct through a qualified domestic relations order that up to 100% of your Account be transferred to another person (usually your ex-spouse or your children). The Plan has a procedure for processing domestic relations orders, which you can obtain from the Administrator.

#### **Amendment Or Termination**

Although the Plan is intended to be permanent, the Employer can amend or terminate it at any time. Upon termination, all Participants will have a 100% Vested Interest in their Accounts as of the date

of termination, and all Accounts will be distributed in a lump sum. Should the Plan ever be amended or terminated, each Participant and each beneficiary receiving benefits will be notified in writing.

Your Account is not insured by the Pension Benefit Guaranty Corporation (PBGC) because the insurance provisions of the Employee Retirement Income Security Act do not apply to 401(k) plans. For more information on PBGC coverage, ask the Administrator or the PBGC. Written inquiries to the PBGC should be addressed to the Technical Assistance Division, PBGC, 1200 K Street NW, Suite 930, Washington, D.C. 20005-4026, or you can call (202) 326-4000.

## **STATEMENT OF ERISA RIGHTS**

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 Participants are entitled: (a) to examine without charge at the Administrator's office and at other specified locations (such as work-sites and union halls) all Plan documents, including insurance contracts, collective bargaining agreements and copies of all Plan documents filed with the U.S. Department of Labor, such as detailed annual reports and Plan objectives; (b) to obtain copies of all Plan documents and other information upon written request to the Administrator (who may make a reasonable charge); (c) to receive a summary of the Plan's annual financial report and a copy of the Administrator's summary annual report; and (d) to obtain a statement telling if you have a right to receive a pension at normal retirement age and if so, what your benefits would be if you stopped working 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 pension. This statement must be requested in writing, is not required to be given more than once a year, and must be provided by the Administrator free of charge.

ERISA also imposes duties upon the people responsible for the operation of the plan. These people, who are called fiduciaries, have a duty to do so prudently and in the interest of all Participants. No one, including the Employer, a union, or any other person, may fire you or discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your ERISA rights.

If your claim for benefits 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 Administrator review and reconsider your claim. Under ERISA, there are steps you can take to enforce these rights. For instance, if you request materials about the Plan and do not receive them within 30 days, you may file suit in a federal court. If you do so, the court may require the 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 Administrator's control.

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 a 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 this Plan, contact the Administrator. If you have any questions about this statement or your rights under ERISA, contact the nearest Area Office of the Pension and Welfare Benefits Administration, U.S. Department of Labor, listed in your telephone directory, or the Division of Technical Assistance and Inquiries, Pension and Welfare Benefits Administration, U.S. Department of Labor, 200 Constitution Avenue, NW, Washington, D.C. 20210.