

SECURITIES AND EXCHANGE COMMISSION

FORM POS AM

Post-Effective amendments for registration statement

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ROUNDYS INC

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Business Address
23000 ROUNDY DR
PEWAUKEE WI 53072
4145477999

SECURITIES AND EXCHANGE COMMISSION
Washington, D. C. 20549

POST-EFFECTIVE AMENDMENT NO. 18

on Form S-1
to
Form S-13
REGISTRATION STATEMENT
Under
The Securities Act of 1933

For registration of Voting Trust Certificates representing:

CLASS A COMMON STOCK, \$1.25 PAR VALUE

(Title of securities to be deposited under voting trust agreement)

Issued by:

ROUNDY'S, INC.
(Exact name of Issuer as specified in its charter)

WISCONSIN
(State or other jurisdiction
in which issuer was incorporated
or organized)

39-0854535
(Issuer's I.R.S. Employer
Identification No.)

23000 Roundy Drive
Pewaukee, Wisconsin 53072
(414)547-7999
(Address of Issuer's principal executive offices)

Robert G. Turcott
c/o Roundy's, Inc.
23000 Roundy Drive
Pewaukee, Wisconsin 53072
(414)547-7999
(Name and address of voting trustees' agent for service)

Copies to:

Whyte Hirschboeck Dudek S.C.
Attn: Eric R. Christiansen
111 East Wisconsin Avenue, Suite 2100
Milwaukee, Wisconsin 53202

CROSS REFERENCE SHEET

Item Number and Caption -----	Prospectus Caption -----
1.	Forepart of the Registration Statement and Outside Front Cover Page of Prospectus.....(Cover Page)
2.	Inside Front and Outside Back Cover Pages of Prospectus.....(Second Page)
3.	Summary Information and Ratio of Earnings to Fixed Risk Factors.....Not Applicable
4.	Use of Proceeds.....Not Applicable
5.	Determination of Offering

	Price.....	Not Applicable	
6.	Dilution.....	Not Applicable	
7.	Selling Security Holders.....	Not Applicable	
8.	Plan of Distribution.....	Plan of Distribution	
9.	Description of Securities to be Registered.....	Summary Trust Agreement	
10.	Interests of Named Experts and Counsel.....	Not Applicable	
11.	Information With Respect to the Registrant.....	The Company; Establishment of	the Trust; Summary of the Trust Agreement; Owner- ship of Securities; The Trustees
12.	Disclosure of Commission Position on Indemnification for Securities Act Liabilities.....	Indemnification	

PROSPECTUS

ROUNDY'S, INC.
 23000 Roundy Drive
 Pewaukee, Wisconsin 53072
 (414) 547-7999

Voting Trust Certificates representing
 11,800 Shares Class A (Voting) Common Stock

The voting trust certificates ("Certificates") offered hereby are offered to every person who shall become the owner of record of shares of Class A Common Stock ("Class A Common") issued by Roundy's, Inc. ("Company"), as evidence of deposit of such shares with the Trustees of the Roundy's, Inc. Voting Trust. Shares of Class A Common are offered by the Company only to certain persons purchasing for investment who are engaged in the operation of retail food stores and who are customers of the Company; no person may purchase or own more than 100 shares of Class A Common for every retail food store operated by such person and shares may be owned only so long as the Company is the primary supplier for the store.

This offering is not underwritten. There can be no assurance that all or any part of the Class A Common issued after the date of this Prospectus will be deposited in exchange for the Certificates offered hereby. The transfer of shares of Class A Common is restricted by the Articles of Incorporation of the Company, and the Certificates may not be transferred except in compliance with such restrictions. There is and will be no market for the Company's stock, nor for the Certificates.

HOLDERS OF VOTING STOCK OF THE COMPANY WHO DEPOSIT SUCH SHARES TO THE VOTING TRUST MAY NOT WITHDRAW THEIR SHARES, AND THEREFORE MAY NOT DIRECTLY VOTE SUCH SHARES, FOR A PERIOD OF AT LEAST FIVE YEARS THEREAFTER. See "DEPOSIT AND WITHDRAWAL OF SECURITIES."

THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION NOR HAS THE COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF THIS PROSPECTUS. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

The date of this prospectus is , 1994.

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No person has been authorized to give any information or make any representations other than as contained in this Prospectus in connection with the offering described herein. This Prospectus does not constitute an offer to sell, or a solicitation of an offer to buy, to any person in any state in which it is unlawful to make such offer or solicitation. The delivery of this Prospectus at any time does not imply that there has been no change in the affairs of the Company subsequent to its date of issue.

THE COMPANY

The Company is a corporation organized under the laws of the State of Wisconsin in 1952. It is engaged in the distribution of food products and related items through retail supermarkets owned by stockholders or by the Company. The address of the Company's principal executive offices is 23000 Roundy Drive, Pewaukee, Wisconsin 53072.

The issued and outstanding shares of capital stock of the Company are divided into two classes: Class A Common Stock ("Class A Common"), having voting rights on all matters submitted to a vote of stockholders, and Class B Common Stock ("Class B Common"), having no voting rights other than those provided by law. Shares of Class A Common may be issued only to persons who are engaged in the operation of retail food stores and who are customers of the Company. Only shares of Class A Common may be deposited in the Roundy's, Inc. Voting Trust (the "Trust").

ESTABLISHMENT OF THE TRUST

The Trust was created pursuant to the terms of a Voting Trust Agreement executed under the laws of the State of Wisconsin in August, 1971, amended and restated as of September 16, 1983, amended on April 8, 1986 and as amended by Amendment No. 1987-1 (the "Trust Agreement"). The Trust was established as the successor to an initial voting trust created at the time of the incorporation of the Company. Both the Trust and the initial voting trust were established for the purpose of holding record title to and voting shares of Class A Common, which is the only class of the Company's securities having voting rights beyond those provided by the Wisconsin Statutes.

There are several limitations upon the ownership of Class A Common. Such shares may be purchased and owned only by persons who are engaged in the operation of retail food stores and who are regular customers of the Company. Each such person is required to purchase 100 shares of Class A Common, but no person may own more than 100 shares for each retail food store operated by such purchaser.

The primary reason for such restrictions upon stock ownership is that the Company was organized and is operated and taxed, and the stockholders of the Company wish for it to continue to operate and to be taxed, on a cooperative basis. The prerequisites of taxation of this type of a corporation as a cooperative are not fixed by statute, but the United States Internal Revenue Service requires in general that organizations which are taxed as cooperatives meet two standards. The first such standard is that a substantial majority of the voting securities of the organization must be owned by its operating members or customers. The second standard is that each such customer's voting power must be equal, or nearly equal, to that of every other customer. The capital structure of the Company was created to conform to these two requirements.

The above restrictions on ownership of voting stock necessarily limit the Company's ability to raise needed capital by means of the issuance of equity securities. For this reason, the Company has relied mainly upon borrowing to finance the operation and expansion of its business. The main purpose for creating the original voting trust, and its current successor, was to insure the stability of management necessary to facilitate long-term financing on advantageous terms. As of the date of this prospectus, all outstanding shares of Class A Common were held of record by the Trustees.

PLAN OF DISTRIBUTION

Participation in the Trust is being offered to every person who has or shall become the owner of record of shares of Class A Common. Each such person will be requested by the Trustees to deposit such shares in the Trust, in exchange for a Certificate evidencing beneficial ownership of the shares so deposited. There are no repercussions to a stockholder for failing to deposit shares of Class A Common.

This offering is being made only by the Trustees. No salesmen or securities dealers are employed for the distribution of the securities offered hereunder, and no person receives any commission, bonus, or other compensation for soliciting the deposit of securities in connection with the Trust.

SUMMARY OF TRUST AGREEMENT

Certain provisions of the Trust Agreement which are deemed by the Trustees to be of special interest to prospective Security Holders are summarized below. Such summary is necessarily selective and does not purport to deal with all significant aspects of the Trust, nor to include all provisions relating to those aspects which are summarized. The summary below is qualified by reference to the Trust Agreement, a copy of which is appended hereto and incorporated herein by this reference.

Deposit and Withdrawal of Securities

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All shares of Class A Common deposited in the Trust will be transferred upon the books of the Company into the names of the Trustees. Such certificates are held for the Trustees by the Secretary of the Company. Each certificate of stock issued to the Trustees under the Trust Agreement bears the following legend:

"This certificate is held subject to an Amended and Restated Voting Trust Agreement dated September 16, 1983, a copy of which is on file with the Secretary of Roundy's, Inc."

Paragraph 8 of the Trust Agreement provides a right of withdrawal of all shares held by the Trustees. Persons who were holders of Certificates (hereinafter "Security Holders", as they are designated by the Trust Agreement) at September 16, 1983, the date of the amendment and restatement of the Trust Agreement, and who executed the Trust Agreement in its amended and restated form within three months thereafter, are entitled to the withdrawal rights described below in 1984 and all subsequent years. All other Security Holders must wait until their shares of Class A Common have been on deposit for five full years before becoming entitled to withdrawal rights.

Shares may be withdrawn from the Trust only during the months of February or March in each year. On or before January 31 of each year, the Trustees are required to give written notice of their withdrawal rights to all Security Holders who are entitled to such rights as described in the previous paragraph. The right of withdrawal is exercised by the Security Holder tendering his Voting Trust

Certificate(s) to the Secretary of the Company, together with a written statement that he wishes to withdraw his shares of Class A Common from the Trust. The Secretary is then required to issue to the Security Holder a certificate for Class A Common shares.

The Trust Agreement provides that no more than one-third of the total number of shares of Class A Common then outstanding (whether or not owned of record by the Trustees) may be withdrawn in any single calendar year. If Security Holders who own Certificates representing a greater number of shares wish to withdraw in a single year, withdrawals are to be accepted in the order in which notices of withdrawal were received until this limit has been reached, and the balance of the withdrawals will be effected in the following year (without the necessity of a second notice of withdrawal), subject to the same limitation.

The above limitations upon withdrawal of shares of Class A Common from the Trust do not limit or affect the right of every stockholder of the Company to withdraw from the Company and to thereupon require the Company to repurchase his shares of stock in the Company. For the purposes of the Company's repurchase obligation, each Security Holder is deemed to be the owner of all shares of Class A Common deposited by him. When a Security Holder terminates his active customer status, his Class A Common is exchanged for, or will be treated as, an equal number of shares of Class B Common, and the Security Holder may exercise his right to require such repurchase, in accordance with the terms of the Company's Articles of Incorporation, By-Laws, and repurchase policy then in effect, as amended from time to time.

Paragraph 6 of the Trust Agreement provides that any shares of voting stock issued as stock dividends upon shares owned of record by the Trustees shall be retained in the Trust and deemed to have been deposited in the Trust. Cash or non-voting securities distributed as dividends or rebates upon shares held in the Trust are to be passed on directly to the Security Holders.

Voting of Shares Held by the Trustees

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MEETINGS OF SECURITY HOLDERS. Prior to each meeting of stockholders of the Company, the Trustees must convene a meeting of Security Holders to consider the matters to be voted upon at such stockholder meeting. The conduct of the meeting of Security Holders is to be in all respects similar to the conduct of a meeting of stockholders of a Wisconsin corporation. A majority of the shares of Class A Common on deposit to the Trust must be represented by their respective Security Holders (in person or by proxy) in order to constitute a quorum to do business, and each such share is entitled to one vote. On all matters to be considered at the impending meeting of stockholders of the Company (except the election or removal of Directors or a proposal to merge or liquidate the Company or dispose of its assets), the Trustees are required to vote all shares deposited to the Trust as directed by a majority of the shares represented at the meeting

of Security Holders. If such a vote of Security Holders cannot be obtained, all shares deposited to the Trust are to be voted in accordance with the will of a majority of the Trustees.

ELECTION OF DIRECTORS. One "Retailer Director" is elected to the Board of Directors of the Company each year. Because Directors of the Company serve three-year terms, the number of Retailer Directors currently serving at any time will be three. A Retailer Director will be chosen by the Security Holders at their meeting prior to the annual meeting of stockholders of the Company each year, from a slate of nominees presented by the Company's Advisory Committee (which consists of representatives of, and is elected by, the Company's retailer customers). In voting to fill the Retailer Director seat falling vacant each year, the Trustees are required to cast the votes of all shares deposited to the Trust in favor of the candidate receiving the highest total of votes at the meeting of Security Holders. There can be no assurance that the candidate for Retailer Director chosen by the Security Holders will actually be elected to the Board of Directors, except at such times as the Trustees are record holders of a majority of the outstanding Class A Common stock of the Company.

OTHER MATTERS. The Trustees are required by the Trust Agreement to abstain from voting the shares of stock on deposit to the Trust in any meeting of stockholders of the Company called to consider a proposal to liquidate the Company, sell all or substantially all of its assets, or approve a merger in which the Company would not be the surviving corporation, unless (i) the Trustees are so directed by a vote of two-thirds of the shares represented at a meeting of Security Holders at which a quorum is present, or (ii) the Trustees are so directed by a vote of a majority of such shares, and adoption of the proposal has been

recommended by vote of the Board of Directors of the Company.

The Trust Agreement does not specify whether a unanimous vote of the Trustees is required in order to exercise the discretionary powers of the Trustees. Subsection 701.19(9) of the Wisconsin Statutes provides that in the absence of contrary provisions in the governing instrument, any power vested in three or more Trustees may be exercised by a majority.

Transfer of Voting Trust Certificates

Voting Trust Certificates may not be transferred or assigned in any manner except under the circumstances in which the underlying shares may be transferred. Shares of Class A Common are subject to substantial transfer restrictions contained in the Articles of Incorporation and By-Laws of the Company. In particular, the written consent of the Company must be obtained before any transfer may be made for any purpose.

Amendment and Termination of Voting Trust Agreement

The Trust Agreement may be amended, or the Trust terminated, by vote of two-thirds of the shares represented at a properly noticed and constituted special meeting of Security Holders, or by a majority of such shares if the proposal has been approved by a majority vote of the Trustees. In addition, the resignation of all Trustees without the appointment of any successor Trustees will effect a termination of the Trust. Failing any such action, the Trust will expire by its own terms on December 31, 1997.

Expenses and Indemnification

The Company has agreed under the terms of the Trust Agreement to pay all expenses of operating the Trust, and to indemnify the Trustees against expenses, judgments and settlements in connection with the discharge of their duties to the same extent as if the Trustees were officers and directors of Roundy's. See "INDEMNIFICATION."

Trustees: Appointment, Terms, Resignation and Removal

The Trust Agreement provides for seven Trustees in the following categories:

Three Trustees who shall be stockholder-customers of Roundy's or principal officers of such a stockholder-customer which is not a natural person (herein "Retailer Trustee");

Two Trustees who shall be officers of Roundy's (herein "Officer Trustee"); and

Two Trustees who shall be persons having executive business management experience who are independent from the management and stockholders of Roundy's (herein "Independent Trustee").

No Retailer Trustee or Independent Trustee may simultaneously hold office as a Director of Roundy's or be a person who is related by blood or marriage to any other then-serving Trustee or Director. No Retailer Trustee or Independent Trustee may serve more than two consecutive terms.

Retailer Trustees and Independent Trustees serve five-year terms, and may serve a maximum of two successive terms. The term of each Officer Trustee is determined by the Board of Directors of Roundy's, and an Officer Trustee automatically ceases to be a Trustee upon ceasing to be an officer of Roundy's. Successor Trustees are appointed by majority vote of the remaining Trustees.

THE TRUSTEES

Business and Business Experience

The following table sets forth the names of the current Trustees, their business addresses, and their business experience during the past five years:

Name and	Business Profession	Name and Principal Business	Term
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Business Address	or Position	of Company or Firm	Expires
Gerald F. Lestina 23000 Roundy Drive Pewaukee, WI 53072 (Officer Trustee)	President and Chief Operating Officer since 1993; Vice	Roundy's, Inc. (the Company)	1997
		President of Wisconsin Region 1992-1993; Presi- dent of Milwaukee Division 1986-1993; Director since 1991 (term expires 1996)	
Robert G. Turcott 23000 Roundy Drive Pewaukee, WI 53072 (Officer Trustee)	Vice President, Secretary and General Counsel since 1987	Roundy's, Inc. (the Company)	1998
John A. McAdams 318 S. Rochester Mukwonago, WI 53149 (Retailer Trustee)	President and Stockholder	McAdams, Inc.	1996
Duane G. Tate 729 S. Layton Blvd. Milwaukee, WI 53215 (Retailer Trustee)	Stockholder	Tate Foods, Inc.	1995
David A. Ulrich 6400 S. 27th Street Oak Creek, WI 53154 (Retailer Trustee)	Principal Stock- holder	Mega Marts, Inc.	1999
Robert R. Spitzer 1134 North Road Emeritus Burlington, WI 53105 (Independent Trustee)	President	Milwaukee School of Engineering	1996
Charles E. Stenicka 235 N. Executive Drive Brookfield, WI 53005 (Independent Trustee)	President since 1980	MRA-The Management Association, Inc.	1995

Compensation of Trustees

The following table sets forth the aggregate direct compensation of each Trustee for services to the Trust during the fiscal year ended January 1, 1994:

Name	Position	Principal Year	Compensation	Annual
Gerald F. Lestina	Trustee(1)	1993 1992	\$ - -	1991 -
Robert G. Turcott	Trustee(1)	1993 1992	- -	1991 -
Charles E. Stenicka	Trustee	1993 1992	6,000 6,500	1991 5,500
Robert R. Spitzer	Trustee	1993 1992	- -	1991 -
John A. McAdams	Trustee	1993 1992	1,000 1,500	1991 500
Duane G. Tate	Trustee	1993 1992	1,000 1,500	1991 500
David A.	Trustee	1993	-	

- (1) Gerald F. Lestina also serves as President, Chief Operating Officer and Director of the Company. Robert G. Turcott also serves as Vice President, Secretary and General Counsel of the Company. Annual compensation for such individuals, in such capacities, is paid by the Company for services to the Company and is therefore not included in the foregoing table.

Officer Trustees receive no fees for serving as trustees. Retailer Trustees each receive \$500 per meeting. Independent Trustees each receive \$1,250 per quarter plus \$500 per meeting.

The Trust Agreement contains no provision limiting the power of the Trustees to deal or trade in Voting Trust Certificates or securities of the Company, or to enter into contracts with the Company.

OWNERSHIP OF SECURITIES

The Trustees of the Trust, as a group, were owners of record of all of the 15,600 shares of Class A Common issued and outstanding at April 2, 1994. John A. McAdams is principal stockholder of McAdams, Inc. which corporation is a Security Holder with respect to 600 shares of Class A Common. Duane G. Tate is President and principal stockholder of Tate Foods, Inc., which corporation is a Security Holder with respect to 300 shares of Class A Common. David A. Ulrich is principal stockholder of Mega Marts, Inc., which corporation is a Security Holder with respect to 1,200 shares of Class A Common.

No person other than the Trustees owns of record, or is known by the Trustees to own beneficially, more than 10% of the Class A Common (or of the Certificates issued by the Trustees upon deposit of the Class A Common to the Trust).

The following table sets forth the beneficial ownership of the Company's Class B Common Stock by each of the Trustees, as of January 1, 1994:

Name and Address	Beneficial Ownership	Percent of Class Owned
-----	-----	-----
Gerald F. Lestina 23000 Roundy Drive Pewaukee, WI 53072	11,105 shares (1)	0.97%
Robert G. Turcott 23000 Roundy Drive Pewaukee, WI 53072	1,833 shares (2)	.16%
John A. McAdams 318 S. Rochester Mukwonago, WI 53149	61,038 shares	5.35%
Duane G. Tate 729 S. Layton Blvd. Milwaukee, WI 53215	9,547 shares	.84%
David A. Ulrich 6400 S. 27th Street Oak Creek, WI 53154	68,339 shares	5.99%

(1) Includes options for 7,899 shares that are currently exercisable but does not include options for an additional 3,501 shares that have been granted.

(2) Includes options for 550 shares that are currently exercisable but does not include options for an additional 950 shares that have been granted.

Shares of Class B Common have no voting rights except as provided by Wisconsin Statutes. (See "The Company.") Section 3.5 of the Amended and Restated Articles of Incorporation of the Company provides that such

shares may not be transferred in any manner without the prior written consent of the Company, unless the Company has agreed in writing to repurchase such shares and has failed to do so.

The Trust may be deemed to be an "affiliate" of the Company, and the Trustees, as a group, may be considered to be "parents" of, and in "control" of, both the Trust and the Company, as those terms are defined in the Securities Act of 1933, as amended, and the Regulations thereunder.

REPORTS TO SECURITY HOLDERS

The Company furnishes annual reports to its stockholders within 120 days after the end of each fiscal year, which include financial statements examined and reported on by independent certified public accountants. With respect to shares of Class A Common, the Company furnishes such reports directly to all persons listed upon the books of the Trust as Security Holders.

The Trust Agreement makes no provisions with respect to the rights of Security Holders to inspect the transfer books and list of Security Holders. However, Section 180.0730(1) of the Wisconsin Statutes provides as follows:

"One or more shareholders may create a voting trust, conferring on a trustee the right to vote or otherwise act for them, by signing an agreement setting out the provisions of the trust and transferring their shares to the trustee. The voting trust agreement may include any provision consistent with the voting trust's purpose. When a voting trust agreement is signed, the trustee shall prepare a list of the names and addresses of all owners of beneficial interests in the trust, together with the number and class of shares each transferred to the trust, and deliver copies of the list and agreement to the corporation's principal office."

Furthermore, the Wisconsin Statutes provide holders of voting trust certificates the same rights to inspect the records of the issuer of deposited securities as a shareholder of the issuer.

All shares of Class A Common issued after December 31, 1979, will be registered under the Securities Act of 1933. Financial and other material information regarding the Company is contained in the Prospectus describing the offering of such shares. Requests for information, or other communications to Trustees, should be addressed to: Mr. Robert G. Turcott, Vice President, Secretary and General Counsel, Roundy's, Inc., 23000 Roundy Drive, Pewaukee, Wisconsin 53072.

INDEMNIFICATION

Section 12(c) of the Amended and Restated Voting Trust Agreement provides as follows:

"In addition to the payment of expenses as set forth in subparagraph (a) hereof, Roundy's shall indemnify the Trustees against any and all liabilities, suits, actions, claims, damages, expenses, costs, losses, demands and settlements to the fullest extent allowed under Wisconsin law, as if the Trustees were officers or Directors of Roundy's."

Roundy's has, in its By-Laws, established a policy indemnifying officers and directors for liabilities and expenses arising out of their actions in their capacities as officers and directors. This indemnification policy also applies to Trustees of the Voting Trust. This would include indemnification for certain liabilities on the part of officers and directors under the Securities Act of 1933 (the "Securities Act"). It is the public policy of the State of Wisconsin, as expressed in Section 180.0859 of the Wisconsin Business Corporation Law, to require or permit indemnification against claims arising under federal law and state securities laws. However, insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers or persons controlling Roundy's pursuant to the foregoing provisions, Roundy's has been informed that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act and is therefore unenforceable.

AMENDED AND RESTATED
VOTING TRUST AGREEMENT**

This Amendment and Restatement of the Voting Trust Agreement dated August 16, 1971, entered into as of this 16th day of September, 1983, by and among Roundy's, Inc., a Wisconsin corporation ("Roundy's"); the undersigned shareholders of Class A Common Stock ("Voting Stock") of Roundy's, hereinafter collectively referred to as "Security Holders" and Vincent R. Little, John W. Andorfer, Edward M. Dexter, Robert E. Hackett, Jr., and James H. DeWees, hereinafter collectively referred to as "Trustees",

WITNESSETH:

WHEREAS, the Security Holders are the beneficial owners of Voting Stock of Roundy's in the amounts set forth herein; and

WHEREAS, the Security Holders acknowledge that a substantial majority of the shares of Voting Stock have been owned of record by the Trustees of a voting trust (the "existing Voting Trust") since the incorporation of Roundy's, and are now so owned; and

WHEREAS, the existing Voting Trust by its terms will expire in 1987; and

WHEREAS, the parties have been advised that institutions providing financing to Roundy's desire the extension of the voting trust arrangement in order to provide such stability of management from year to year as may reasonably be expected; and

WHEREAS, all the parties desire the continued success of Roundy's, and for that reason deem it necessary and advisable in their best interests that financing continue to be provided on favorable terms and that the operation and management of Roundy's business continue in its present manner; and

WHEREAS, the Security Holders and the Trustees mutually agree that certain changes and clarifications of the terms of the existing Voting Trust would be in the best interests of Roundy's and its shareholders; and

WHEREAS, the Trustees have been acting as Trustees of the existing Voting Trust, and the Security Holders have agreed that they should be named as Trustees of the Amended and Restated Voting Trust hereunder, and the Trustees have agreed to continue to act as such.

** As amended by Amendments No. 1 and No. 2 dated April 8, 1986 and as amended by Amendment 1987-1.

NOW, THEREFORE, in consideration of the deposit by each of the Security Holders of their Voting Stock with the Trustees and the Trustees' agreement to serve, and the performance of all the covenants and conditions contained in this Agreement, and other valuable consideration, the parties hereby agree as follows:

1. EXTENSION OF EXISTING TRUST. The existing Voting Trust shall be continued and extended for a term ending on December 31, 1997, as amended by the terms and conditions of this Agreement, with respect to all shares of Voting Stock deposited by the Security Holders hereunder.

2. TRANSFER OF VOTING STOCK. Each Security Holder whose Voting Stock is owned of record by the Trustees under the terms of the existing Voting Trust shall, within ten days after executing this Agreement, deliver his Stock Receipt or Receipts evidencing beneficial ownership thereof to the Trustees, in care of the Secretary of Roundy's, and agrees hereby that such share shall continue to be held by the Trustees, and that the Trustees may make such changes in the form of registration thereof as paragraph 3 of this Agreement requires. Every other holder of Voting Stock who wishes at any time to become a Security Holder shall, within ten days after executing this Agreement, deliver his certificate or certificates for shares of Voting Stock to the Trustees, in care of the Secretary of Roundy's, to be held subject to the terms of this Agreement.

3. Record Ownership of Voting Stock. The Trustees shall cause all Voting Stock deposited in accordance with paragraph 2 to be transferred on the books of Roundy's to themselves as Trustees hereunder, and the

Secretary of Roundy's shall endorse across the face of each certificate for shares deposited to the Voting Trust the following legend:

"This certificate is held subject to an Amended and Restated Voting Trust Agreement dated September 16, 1983, a copy of which is on file with the Secretary of Roundy's, Inc."

Any and all such certificates shall be maintained in the custody of the Secretary of Roundy's.

4. VOTING TRUST CERTIFICATES. Each Security Holder shall receive a Voting Trust Certificate signed by one of the Trustees on behalf of all, evidencing receipt and deposit of the Security Holder's Voting Stock. Voting Trust Certificates shall not be negotiable, and beneficial interests in Voting Stock deposited with the Trust may only be transferred in compliance with paragraph 7 hereof.

5. VOTING OF SHARES.

(a) Except as otherwise provided in this paragraph 5, the Trustees shall vote all shares deposited with the Voting Trust hereunder as a block as directed by vote of the Security Holders.

(b) (i) Not less than ten days before each regular or special meeting of Roundy's shareholders (or such greater period as may be required by applicable law), each Security Holder shall be given notice by first class mail of the date, time, place and purpose of such meeting, and of a date (not less than five days after such notice has been given) and a time and place at which a meeting of Security Holders shall be held to consider such matters as shall be submitted to a vote of Security Holders. Any person, including one or more of the Trustees and

also including the management of Roundy's, may solicit proxies to vote at such meeting of Security Holders, and the form and validity of proxies shall be governed by the pertinent provisions of the Wisconsin Business Corporation Law (as it may exist from time to time) in the same manner as if the Security Holders were shareholders. A Trustee selected by vote of the Trustees shall preside at each meeting of Security Holders, and the conduct of meetings shall be in all respects similar to the conduct of a meeting of shareholders of a Wisconsin corporation. A majority of the shares deposited to the Voting Trust (as of a record date chosen by the Trustees within thirty days prior to the date of notice) must be present in person or represented by proxy in order to constitute a quorum, and each share of Voting Stock deposited to the Voting Trust shall be entitled to one vote on each matter, to be cast by the Security Holder who deposited such share or his proxy. Every matter to be submitted to a vote of shareholders of Roundy's at the subsequent meeting of shareholders (except such matters as are specified in subparagraph (c)) shall be submitted to a vote of Security Holders at such meeting, and (except as otherwise provided in subparagraph (d)) the Trustees shall be bound to vote all shares deposited to the Voting Trust in accordance with the direction of a majority of a quorum at the meeting of Security Holders. In the event no quorum of Security Holders is present at such meeting, or if for any other reason the vote of a majority of such quorum on any issue cannot be obtained, each Trustee may vote on such issue or issues in his discretion and all shares deposited to the Voting Trust shall be voted in accordance with the vote of a majority of then acting Trustees.

(b) (ii) Except as otherwise provided in Paragraph 11, a special meeting of Security Holders may be called by Security Holders representing fifteen percent (15%) of the shares of voting stock deposited to the Voting Trust (as of the date notice is given) for any purpose for which Security Holders are entitled to vote under this Agreement, as if such purpose were contained in a notice of shareholders meeting. Such notice shall be given stating the reason for such meeting and proxies may be solicited for it and the meeting held, all in accordance with the applicable provisions of Paragraph 5(b) (i). A majority of the shares deposited to the Voting Trust as of the Notice Date must be present in person or represented by proxy in order to constitute a quorum and each share of Voting Stock deposited to the Voting Trust shall be entitled to one vote on each matter to be cast by the Security Holder who deposited such share or his proxy. A majority of the Security Holder votes present in person or by proxy at such meeting shall be required to adopt any action and the Trustees shall be bound to vote all shares deposited to the Voting Trust in accordance with the direction of a majority of a quorum at the meeting of Security Holders, excepting as provided in Paragraph 5(c), and if necessary, to call a meeting of the stockholders to do so.

(c) The Security Holders shall have no vote with respect to the election or removal of Directors of Roundy's, except as provided in this subparagraph (c). Three members of the Board of Directors

(hereinafter the "Retailer Directors"), one of whose terms shall expire at the annual meeting of shareholders each year, shall be elected by vote of the Security Holders. At the meeting of Security Holders held immediately prior to the annual meeting of shareholders each year, the Advisory Committee of retailers shall present to the Security Holders a roster of three nominees chosen by the Advisory Committee in its discretion who either are themselves customer-shareholders of Roundy's, or are principal officers of customer-shareholders which are not natural

persons. The Security Holders whose shares are represented at such meeting shall vote in the manner provided in subparagraph (b), and the single candidate receiving the highest total of votes cast by Security Holders shall receive the votes of all the Trustees to fill the vacancy created by the expiration of the term of the retiring Retailer Director. No Retailer Director shall be allowed to serve more than 10 years in succession as a Director. In the event of the vacancy of any Retailer Director position prior to the normal expiration of such Retailer Director's term, such vacancy may be filled by vote of the remaining Directors as provided in the By-Laws of Roundy's. In the event a proposal to remove any Retailer Director is brought before the shareholders of Roundy's at any regular or special meeting, the Security Holders shall vote on such proposal in the manner provided in subparagraph (b), and the Trustees shall vote all shares deposited to the Voting Trust as directed.

With respect to the election of Directors who are not Retailer Directors ("Non-Retailer Directors"), a meeting of Trustees shall be held prior to each meeting of shareholders at which such Directors are to be elected, at which meeting of Trustees each Trustee may vote for one individual for each Non-Retailer seat on the Board of Directors to be filled at the ensuing meeting of shareholders. The individuals receiving the highest vote totals at the vote of Trustees shall receive the votes of all shares held by the Voting Trust at the shareholder meeting. In the event of a proposal to remove a Non-Retailer Director or Directors, each Trustee may vote on such proposal in his discretion and all shares deposited to the Voting Trust shall be voted in accordance with the vote of a majority of then acting Trustees.

(d) In the event the shareholders of Roundy's shall be called upon to consider a proposal to dissolve or liquidate Roundy's, or sell all or substantially all of its assets, or approve a merger in which Roundy's would not be the surviving corporate entity, the Trustees shall refrain to vote the shares held by the Voting Trust upon such proposal unless either (i) the Trustees are so directed by vote of two-thirds of the shares present or represented by proxy at a properly constituted meeting of Security Holders called for such purpose, or (ii) the Trustees are so directed by a majority of such shares, and adoption of the proposal has been recommended by vote of the Board of Directors of Roundy's.

(e) Any action to be taken upon a vote of Trustees acting in their discretion shall require the affirmative vote of a majority of all then acting Trustees. However, a majority of the Trustees may execute a proxy or proxies naming one or more persons to represent all the Trustees at any meeting of shareholders, provided that such written proxy shall specify the issues on which votes are to be cast pursuant thereto and shall further specify, with respect to each such issue, whether such vote is being cast in accordance with the direction of the Security Holders or of a majority of the Trustees. No person appointed as proxy by the Trustees shall be granted the authority to vote in his discretion on any issue in a meeting of shareholders; if a vote of a majority of Trustees may not be obtained on any issue as to which the Trustees are empowered to vote in their discretion, the shares held by the Trust shall not be voted.

(f) The Trustees shall not execute a written consent to any resolution or action of shareholders taken without a meeting, nor shall any Trustee propose any action or make any motion at any meeting of shareholders which was not part of the agenda as contained in the notice to shareholders; but if any other shareholder shall make any such motion or proposal from the floor, the Trustees may vote in their respective discretion and all shares held by the Voting Trust shall be voted in accordance with the vote of a majority of then acting Trustees, if a majority is then present.

6. DIVIDENDS AND DISTRIBUTIONS.

(a) CASH DISTRIBUTIONS. Each Security Holder shall be entitled to receive all cash distributions paid upon Voting Stock deposited by him to the Trust, whether such distributions be dividends, distributions upon partial or complete liquidation, or in any other form. The Trustees shall disburse such corporate distributions within

ten days after receipt thereof, or they may direct Roundy's to make such payments directly to the Security Holders, and Roundy's shall comply with such direction.

(b) STOCK DISTRIBUTIONS. If any dividend payable in shares of Voting Stock is declared upon Voting Stock held by the Trustees, the Trustees shall retain the shares so issued which shall be deemed to have been deposited under the terms of this Agreement, and shall issue Voting Trust Certificates accordingly. If any dividend payable in securities other than Voting Stock is declared upon Voting Stock held by the Trustees, Roundy's shall issue such securities directly to the Security Holders according to their respective interests.

7. TRANSFER OF SECURITY HOLDERS' INTERESTS. The Security Holders' beneficial interests in shares deposited to the Trust may not be transferred, assigned, pledged or alienated in any way except in compliance with all applicable provisions of the Articles of Incorporation and By-Laws of Roundy's, as if the Security Holder were the record owner of such shares. The Trustees shall issue a Voting Trust Certificate to the assignee of any Security Holder upon receipt of all of the following:

(a) The assignor's Voting Trust Certificate;

(b) An instrument of assignment executed by the assignor in form satisfactory to the Trustees;

(c) A certificate of the Secretary of Roundy's stating that all the conditions precedent to the transfer of the shares have been satisfied, as if the assignor had requested transfer of record ownership of the shares; and

(d) An instrument in form satisfactory to the Trustees signed by the assignee, by which the assignee agrees to be bound by all the terms and conditions of this Agreement to the same extent as the assignor.

8. WITHDRAWAL.

(a) Each Security Holder shall have the right in accordance with the procedure and subject to the limitations set forth in this paragraph 8 to withdraw shares of Voting Stock deposited by him, after such shares have been on deposit for a period of at least five years; provided that every person who is a Security Holder under the existing Voting Trust, and who executes this Agreement within three months after the date hereof, shall immediately have the withdrawal rights specified herein.

(b) The Trustees shall give written notice to each Security Holder having withdrawal rights on or before January 31st of each year. Such Security Holder may exercise his withdrawal rights by giving written notice to the Trustees, in care of the Secretary of Roundy's, at any time during the months of February or March. Such written notice shall be accompanied by the Security Holder's Voting Trust Certificate. Within thirty days after receiving such notice, the Secretary of Roundy's shall issue to such Security Holder a certificate evidencing ownership of such person's Voting Stock, and shall make the necessary adjustment to the number of shares evidenced by certificates held in the name of the Trustees.

(c) The maximum number of shares of Voting Stock which may be withdrawn from the Voting Trust in any calendar year shall be that number which represents one-third of the number of shares of Voting Stock outstanding at the beginning of such calendar year. In the event Security Holders representing a greater number of shares wish to withdraw in any year, withdrawals shall be accepted from Security Holders whose notices of withdrawal have been received first by the Secretary of Roundy's, and the balance shall be accepted in the following year (without the necessity of further notice from the Security Holders), subject to the above limitation.

9. TRUSTEES: APPOINTMENT, TERMS, RESIGNATION AND REMOVAL.

There shall be seven (7) Trustees representing the following interests:

Three (3) Trustees shall be customer/shareholders of Roundy's or a principal officer of such a customer/shareholder which is not a natural person (herein "Retailer Trustee");

Two (2) Trustees shall be officers of Roundy's (herein "Officer Trustee");

Two (2) Trustees shall be persons having executive business management experience who are independent from the management and

stockholders of Roundy's (herein "Independent Trustee").

No Retailer Trustee or Independent Trustee may simultaneously hold office as a Director of Roundy's nor shall be a person who shall be related by blood or marriage to any other then-serving Trustee or Director. No Retailer Trustee or Independent Trustee may serve more than two consecutive terms.

Each Retailer Trustee and Independent Trustee shall serve for a term of five (5) years, except that one Retailer Trustee and one Independent Trustee shall serve for an initial term of four (4) years, and the third Retailer Trustee shall serve for an initial term of three (3) years. "Officer Trustees" shall serve from their appointment until their death, resignation, or removal.

The initial Retailer Trustees and Independent Trustees, and their initial terms of office (each effective and commencing April 8, 1986 immediately following the adoption of this amendment) are as follows:

5 Year Term:	Robert R. Spitzer	(Independent Trustee)
		David Ulrich (Retailer Trustee)
4 Year Term:	Charles E. Stenicka	(Independent Trustee)
		Vic Burnstad (Retailer Trustee)
3 Year Term:	Paul Spiegelhoff	(Retailer Trustee)

The initial Officer Trustees are John W. Andorfer and David H. Maass.

Upon expiration of any Retailer and Independent Trustee's term, successors shall be appointed for five (5) year terms by the remaining Trustees from persons who have the necessary qualifications to be a "Retailer Trustee" or an "Independent Trustee" as the case may be. Successor "Officer Trustee" shall be appointed to serve for such terms as the Board of Directors of Roundy's may determine.

Any trustee may resign at any time by filing his written resignation with the Secretary of Roundy's. A Trustee may be removed from such office, with or without cause, at any time by affirmative vote of all of the other then-serving Trustees. In the event that any Officer Trustee ceases to be an officer of Roundy's, Inc., such Officer Trustee shall thereupon cease to be a Trustee hereunder.

10. SUCCESSOR TRUSTEES.

In the event of the death, resignation, incapacity or removal of any Trustee, of any class, a successor Trustee who has the necessary qualifications to fill that vacancy shall be appointed by a majority vote of the remaining Trustees. In the event of the death, resignation, incapacity or removal of a Retailer Trustee or Independent Trustee, if such remaining Trustees shall fail to name a Successor Trustee within six (6) months of the date of the vacancy, then the appointment shall be made by a majority vote of the Security Holders at a meeting called for that purpose and such Successor Trustee, after consenting to act as such, shall have all the rights, duties and power hereunder given to any other Trustee hereunder.

11. AMENDMENT OF TRUST AGREEMENT; TERMINIATION OF VOTING TRUST.

The Trust Agreement may be amended, or the Voting Trust terminated, in accordance with the following procedure;

A special meeting of Security Holders may be called for such purposes by a majority of the Trustees, or by Security Holders representing twenty-five percent of the shares of Voting Stock deposited to the Voting Trust as of the date notice is given. Such notice shall be given in accordance with all the applicable provisions of paragraph 5(b), stating the reason for such meeting, and a meeting shall be held in accordance with the procedures set forth in such paragraph (including, without limitation, the provisions relating to a quorum). The Agreement shall be amended, or the Voting Trust terminated, in accordance with the proposal if either (i) two-thirds of the shares present or represented by proxy at such meeting affirmatively so vote, or (ii) a majority of such shares so vote, and the proposal has been

approved by a majority of the Trustees voting independently. In addition, the resignation of all Trustees without the appointment of any successor Trustee or Trustees shall terminate the Voting Trust automatically.

Upon termination of the Voting Trust, all Security Holders shall deliver to the Secretary of Roundy's their Voting Trust Certificates. Within thirty days after receipt of each such Certificate, the Secretary of Roundy's shall issue to the Certificate Holder a certificate evidencing ownership of such person's Voting Stock, and cancel the same number of shares standing on the books of Roundy's in the name of the Trustees.

12. EXPENSES; COMPENSATION; INDEMNIFICATION.

(a) Expenses. Roundy's shall pay all expenses of the Trustees reasonable and necessary for the operation of the Voting Trust, including, without limitation, the cost of communicating with Security Holders and of soliciting the proxies thereof, in the event the Trustees determine such solicitation is advisable; the cost of conducting meetings; and the cost of legal counsel on matters relating to the Agreement.

(b) Compensation. Trustees who are also employees, officers or Directors of Roundy's shall receive no compensation for acting as Trustees. Any other Trustees may receive from Roundy's such fees as the Board of Directors, in its sole discretion, shall determine from time to time.

(c) Indemnification. In addition to the payment of expenses as set forth in subparagraph (a) hereof, Roundy's shall indemnify the Trustees against any and all liabilities, suits, actions, claims, damages, expenses, costs, losses, demands and settlements to the fullest extent allowed under Wisconsin law, as if the Trustees were officers of Directors of Roundy's.

13. ULTIMATE TERM OF VOTING TRUST. This Agreement shall remain in effect until the latest to occur of (i) termination by act of the Security Holders and/or the Trustees in accordance with paragraph 11; (ii) dissolution of Roundy's or (iii) expiration of the term of this Agreement in accordance with paragraph 1.

14. BINDING EFFECT. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, executors, administrators, personal representatives, successors and assigns.

APPENDIX B

ACCEPTANCE OF VOTING TRUST AGREEMENT
AND
STOCK POWER

I, the undersigned, being the beneficial owner of the number of shares of Class A Common Stock of Roundy's, Inc. set forth below, hereby acknowledge receipt of the Prospectus relating to Voting Trust Certificates of the Roundy's, Inc. Voting Trust together with a copy of the Amended and Restated Voting Trust Agreement, and agree that I will be bound as a Security Holder by all the provisions of such Agreement. I authorize the Secretary of Roundy's to attach this page to the executed original Agreement and to deem it for all purposes to constitute a portion thereof.

I hereby assign and transfer unto the Trustees of the Roundy's, Inc. Voting Trust the shares described below, and irrevocably constitute and appoint the Secretary of Roundy's as my agent and attorney to transfer such stock on the books of such corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal
this _____ day of _____, 19 ____ .

SECURITY HOLDER:

Signature (SEAL)

(If a corporation):

Name of corporation

a _____ corporation

[CORPORATE SEAL]

By: _____

Attest: _____

Number of shares: _____

State of residence or incorporation: _____

Certificate

Number(s): _____

Address for Notices and Reports: _____

PART II

INFORMATION NOT REQUIRED IN THE PROSPECTUS

Item 14. Indemnification of Directors and Officers.

See Paragraph 12(c) of Amended and Restated Voting Trust Agreement dated September 16, 1983 which contains provisions relating to indemnification of Trustees to the same extent as if such Trustees were officers and directors of Roundy's.

Article VIII of Roundy's By-Laws provides for indemnification by Roundy's of its Directors and Officers against liabilities incurred in their capacities as such. This indemnification policy also applies to Trustees of the Voting Trust. The following summary is subject to the specific provisions of said Article VIII and the capitalized terms used therein are specifically defined in said Article VIII:

Generally, Article VIII of Roundy's By-Laws requires Roundy's to indemnify a Director, Officer or Trustee for all Liability and Expenses arising out of any claim made against such person or in a Proceeding in which such person was a Party, unless such Liability results from the person's Breach of Duty (which generally includes a willful failure to deal fairly with Roundy's or its stockholders while subject to a conflict of interest; a transaction from which the Director, Officer or Trustee derived improper personal profit; a knowing violation of criminal law; willful misconduct; or intentional or reckless statements or omissions regarding matters under Board consideration). Indemnification includes the reimbursement or advancement or expenses. Article VIII sets forth specific procedures for requesting indemnification and for determining whether indemnification is proper. Article VIII provides that it is not the exclusive source for rights of an Officer, Director or Trustee to indemnification.

Management believes that Roundy's policy with respect to indemnification as expressed in Article VIII of the By-Laws is consistent with application provisions of the Wisconsin Business Corporation Law respecting indemnification of Directors and Officers.

Item 16. Exhibits and Financial Statement Schedules.

(a.) Exhibits

- 9 Amended and Restated Voting Trust Agreement dated September 16, 1983, incorporated herein by reference to Exhibit 9 of Registrant's Annual Report on Form 10-K for the year ended December 31, 1983.
- 9(a) Amendments No. 1 and 2, dated April 8, 1986 incorporated herein by reference to Exhibit 9(a) of Post-Effective Amendment No. 9 on Form S-2 to Registrant's Registration Statement on Form S-1 (File No. 2-66296), dated April 29, 1987.
- 9(b) Amendment 1987-1 incorporated herein by reference to Exhibit 9(b) of Registrant's Registration Statement on Form S-2 (File No. 2-66296), dated April 29, 1987.

Item 17. Undertakings.

Insofar as indemnification for liabilities arising under the

Securities Act of 1933 may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act, and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

SIGNATURES

Trustees Power of Attorney

The undersigned trustee hereby constitutes and appoints Robert G. Turcott as his attorney, with full power of substitution and resubstitution, for and in his name, place and stead, to sign and file with the Securities and Exchange Commission further Post-Effective Amendments to the Registration Statement for registration of Voting Trust Certificates representing Class A Common Stock, together with any and all exhibits and subsequent amendments thereto, with full power and authority to do and perform any and all acts and things whatsoever requisite and necessary to be done in the premises, hereby ratifying and approving the acts of such attorney or any such substitute.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand this 12th day of April, 1994.

Pursuant to the requirements of the Securities Act of 1933, this Post-Effective Amendment No. 18 to the Registration Statement has been signed by the following persons as voting Trustees, on this 12th day of April, 1994.

GERALD F. LESTINA

Gerald F. Lestina

CHARLES R. BONSON

Charles R. Bonson

ROBERT G. TURCOTT

Robert G. Turcott

JOHN A. MCADAMS

John A. McAdams

CHARLES E. STENICKA

Charles E. Stenicka

DUANE G. TATE

Duane G. Tate

ROBERT R. SPITZER

Robert R. Spitzer

DAVID A. ULRICH

David A. Ulrich