P-Plan

SUMMARY PLAN DESCRIPTION AND RULES AND REGULATIONS

Bakery and Confectionery
Union and Industry International
Health Benefits Fund

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EXECUTIVE DIRECTOR:	JOHN BECK
CONSULTANT AND ACTUARY:	SEGAL CONSULTING
LEGAL COUNSEL:	BREDHOFF & KAISER, P.L.L.C. LITTLER MENDELSON, P.C.
ACCOUNTANTS:	BOND BEEBE, P.C.

SUMMARY PLAN DESCRIPTION
OF THE
BAKERY AND CONFECTIONERY
UNION AND INDUSTRY INTERNATIONAL
HEALTH BENEFITS FUND

P-PLANS
FOR RETIREES

TABLE OF CONTENTS

This booklet describes the P-Plan for retiree benefits that is sponsored by the Trustees of the Bakery & Confectionery Union & Industry International Health Benefits Fund. The first document in the booklet is the Summary Plan Description, which is written to summarize the most important rules of the P-Plan. The official Rules and Regulations of the P-Plan are printed at the back. Unless a different effective date is stated for a particular rule, both the Summary Plan Description and the Rules and Regulations in this booklet are effective beginning January 1, 2017.

Although the Summary Plan Description is as accurate as we can make it, if there is any difference between the Summary and the official Rules and Regulations, it is the Rules and Regulations that govern.

GENERAL DESCRIPTION OF THE P-PLAN

What is the P-Plan?

For retirements on and after January 1, 2017: For employees eligible for P-Plan benefits who Retire on and after January 1, 2017, the P-Plan will provide a death benefit after retirement under the Death Benefit Account Plan or "DBA Plan".

For retirements before January 1, 2017: For employees eligible for P-Plan benefits who Retired before January 1, 2017, the P-Plan provided a choice between health and death benefits after retirement. During that time period the P-Plan provided a specific benefit amount to an employee who retired while eligible for P-Plan benefits. At retirement, the employee was permitted to make an irrevocable election to divide his or her benefit between the DBA Plan and a plan to pay medical benefits (the Health Reimbursement Account Plan or "HRA Plan"). A retiree who chose to put part of his benefit in the HRA Plan before January 1, 2017, may continue to use that benefit amount after January 1, 2017, to reimburse eligible covered medical expenses of the retiree and his or her eligible family members that are not paid by Medicare, another group health plan, or health insurance; to pay Medicare premiums, premiums under the W-Plans of the Health Benefit Fund, and most other health insurance premiums. Any amount that is left in the HRA Plan account when the retiree dies will be used to reimburse the retiree's eligible family members for covered medical expenses. If any amount is left in the HRA Plan account when

there are no more eligible family members, that amount is forfeited. The amount credited to the DBA Plan account will be paid to the retiree's beneficiaries as a death benefit when the retiree dies. The choice that was made by an employee Retiring before January 1, 2017, is irrevocable. It cannot be changed later for any reason.

How Are P-Plan Benefits Funded?

Employers participate in the P-Plan pursuant to collective bargaining agreements or the standard collective bargaining clause required by the Trustees. Participating employers contribute a certain amount for each hour that a covered employee works or is paid. That contribution rate determines the P-Plan benefit level for employees retiring from that employer. For example, P-40 in P-Plan 600 requires a contribution of 40¢ per hour, and provides a P-Plan benefit of $24,000 to covered employees who satisfy the P-Plan eligibility rules. A complete description of contribution rates and benefit amounts is on page 3 of this booklet.

The money that employers contribute to the P-Plan is held in trust by the Board of Trustees of the Bakery & Confectionery Union & Industry International Health Benefits Fund ("the Health Benefits Fund"). P-Plan assets are kept in a separate account and are not mixed with the assets for any of the Health Benefits Fund's other plans of benefits. P-Plan assets are invested in order to generate additional income. All P-Plan benefits are paid from those assets and income. The assets and income in the P-Plan account may be used only for P-Plan benefits and P-Plan administrative expenses. (Similarly, the assets and income held by the Trustees for other plans of benefits under the Health Benefits Fund may not be used to provide benefits under the P-Plan.)

PARTICIPATING EMPLOYERS

What Employers Can Become Participating Employers in the P-Plan?

In order to become a *Participating Employer* in the P-Plan, an employer must participate in either the Bakery & Confectionery Union and Industry International Pension Fund *("the Pension Fund")* or the Health Benefits Fund, providing its employees with benefits other than P-Plan. It must also be either:

- a party to a collective bargaining agreement with a local union of the Bakery, Confectionery, Tobacco Workers & Grain Millers International Union ("the International Union");
- the International Union or an affiliated local union; or
- the Pension Fund or the Health Benefits Fund.

To become a Participating Employer, the employer must sign the standard collective bargaining clause that the Trustees prescribe, and it must make contributions for its employees at one of the rates described below.

All of the rules regarding an employer's status as a Participating Employer and whether it is still making contributions to the P-Plan are determined separately for each collective bargaining agreement under which P-Plan contributions are or were required at a particular facility or location.

What are the Contribution Rates for P-Plan Benefits?

Before January 1, 2009, the P-Plan contribution rates were one-half of one cent for each $600 of benefit level. In order to improve the funding of the P-Plans, the Trustees were required to increase those rates to one cent per hour for each $600 of benefit level effective January 1, 2009.

A group that was covered by a collective bargaining agreement or a standard collective bargaining clause that was in effect on December 31, 2008, was required to choose between either agreeing to the new contribution rates or continuing to contribute at the old rates but receiving half the benefit level that those rates previously purchased. For example, if a group had P-20 on December 31, 2008, the employer's contribution rate for that benefit was 10 cents per hour and the benefit level was $12,000. When that contract expired, the group could keep the $12,000 benefit level by agreeing to a contribution rate of 20 cents per hour. We call the benefits that are provided by contributions at the rate of one cent per hour for each $600 of benefits **P-Plan 600**, because the benefit increments are still $600 per P-Plan level. Alternatively, the group was permitted to keep the 10 cents per hour contribution rate and have the benefit level reduced to $6,000. We call this **P-Plan 300**, because the benefit increments are $300 per P-Plan level. Benefit levels for those who Retired before the rate change and for employees who Retire while P-Plan 300 is in effect are discussed on pages 9-10.

P-Plan 300 is a temporary option – available only to those groups that had a collective bargaining agreement or standard collective bargaining clause in effect on December 31, 2008, and available only until that group has negotiated a contribution rate that is sufficient under P-Plan 600 to bring it back up to the highest benefit level of the Collective Bargaining Agreement that was in effect on December 31, 2008. For example, if the group described above drops down to P-20 under P-Plan 300 (a $6,000 benefit level) in the first contract negotiations after January 1, 2009, the employer's contribution rate remained 10 cents per hour. If the following collective bargaining agreement increased the employer's contribution rate to 20 cents per hour, the group was put back in P-20 under P-Plan 600 with a benefit level of $12,000.

Can an Employer's Participation in the P-Plan Be Terminated?

If a Participating Employer fails to pay the required P-Plan contributions when they are due, or otherwise fails to comply with the rules that apply to Participating Employers, the Trustees may terminate that employer's participation in the P-Plan. The termination may be effective retroactively, as of the last date for which the employer actually paid its contributions.

An employer may also terminate its participation in other ways, such as by amending its collective bargaining agreement with the local union or closing the facility where it is making contributions. When a Participating Employer is terminated for any reason, and it stops making contributions to the P-Plan, its employees' eligibility for P-Plan benefits may be terminated, and the amounts of its retirees' benefits may be reduced. Those special rules are described on pages 40-43.

ELIGIBILITY FOR P-PLAN BENEFITS

How Can I Become Eligible for P-Plan Benefits?

P-Plan benefits are paid only after you Retire. In order to be eligible for P-Plan benefits after you Retire, you must qualify under three rules: the **contribution rule**, the **pension entitlement rule**, and the **end-of-service rule**. In addition, **your last Participating Employer must still be making contributions to the P-Plan when you retire**. Here are the details on each of those rules:

The Contribution Rule: The last Participating Employer that you work for must make contributions to the P-Plan on your behalf for at least 504 hours.

The Pension Entitlement Rule: You must become entitled to one of the following pensions from either the Pension Fund or from another pension plan that your last Participating Employer maintains:

- A vested pension payable at age 65;
- A pension payable at age 55 with at least 15 years of pension credits under the Pension Fund, or equivalent credit from another pension plan maintained by your last Participating Employer;
- A Plan C, Plan CC, or Plan G pension from the Pension Fund; or
- A disability pension from the Pension Fund or from another pension plan maintained by your last Participating Employer.

If you qualify for a pension under a plan other than the Pension Fund, the Trustees will determine what constitutes pension credit equivalent to 15 years of credit from the Pension Fund, based on their knowledge of the Pension Fund's rules and on information that your last Participating Employer provides to them about its pension plan.

The End-of-Service Rule: The third rule requires that you satisfy all of the requirements for one of the pensions described in the Pension Entitlement Rule — including age if it is mentioned in that Rule — either **while you are working** at least 20 hours a week and for at least 6 months in a job for which P-Plan contributions are made, or **within a certain period of time after** the end of that employment.

- You will always satisfy the End-of-Service Rule if you satisfy the requirements for one of the pensions described in the Pension Entitlement Rule **while you are working** at least 20 hours a week in a job for which P-Plan contributions are made, if that employment has lasted for at least 6 months.
- If you have **less than 15 years of Pension Credit** in the Pension Fund (or its equivalent in a pension plan sponsored by your last Participating Employer), you must reach age 65 and be entitled to a vested pension no later than **4 months** after the end of your last 6-month period of working at least 20 hours a week in a job for which P-Plan contributions are made.

- If you have **15 or more years of Pension Credit** in the Pension Fund (or its equivalent in a pension plan sponsored by your last Participating Employer), you have more time in which to satisfy the Pension Entitlement Rule after your last 6-month period of working at least 20 hours a week in a job for which P-Plan contributions are made:
  - If your last P-Plan employment ended because of a **plant closing or other permanent reduction in force**, you have five years to satisfy the Pension Entitlement Rule.
  - If your last P-Plan employment ended for **any other reason**, you have **three years** to satisfy the Pension Entitlement Rule.

The Continuing Contributions Rule: Your last Participating Employer must still be making contributions to the P-Plan when you actually begin to receive pension benefits. If your last Participating Employer stops making contributions for any reason before you have actually begun to receive a pension, you will lose your eligibility for P-Plan benefits. (If your last Participating Employer has more than one collective bargaining agreement or more than one facility or location, it is the bargaining agreement for your particular facility or location that applies.)

There is only one exception to the Continuing Contributions Rule. If your last P-Plan employment ended because of a plant closing or other permanent reduction in force, and if your last P-Plan Participating Employer paid at least 48 months of contributions to the P-Plans, you will not lose your eligibility for P-Plan benefits if you have 15 or more years of Pension Credit and become entitled to a pension within five years after your last P-Plan employment ended.

What If I Die Before I Retire?

If you die before retirement, your P-Plan benefit (but in no event more than $50,000) will be paid to your beneficiary in accordance with the terms of the DBA Plan **if** all of the following conditions are satisfied at the time of your death:

- You have already satisfied the Contributions Rule.
- You have already satisfied the Pension Entitlement Rule.
- You satisfied the Pension Entitlement Rule during the period of time specified by the End-of-Service Rule. This condition will

always be satisfied if you die while working at least 20 hours a week in a job for which P-Plan contributions are being made, and if you have been in that job for at least 6 months.

- Your employer is still making contributions to the P-Plan at the time of your death.

If you are entitled to P-Plan benefits greater than $50,000, the amount over $50,000 will be put into a Secondary Death Benefit Account, which is described on pages 16-17.

Are There Any Circumstances that Will Cause Me to Lose Eligibility for P-Plan Benefits?

Even if you have satisfied the Contributions Rule, the Pension Entitlement Rule, and the End-of-Service Rule, there are still four ways that you can lose eligibility for P-Plan benefits:

1. If your last Participating Employer stops making contributions to the P-Plan before you Retire or die, you will lose your eligibility for P-Plan benefits unless you qualify for the sole exception to the Continuing Contributions Rule, which is described on page 6.
2. 2.If you satisfied the Pension Entitlement Rule by receiving a disability pension, you will lose your P-Plan benefits if you recover from the disability unless you satisfy the Pension Entitlement Rule with eligibility for some other pension. (If you lose P-Plan benefits at that time, you can re-qualify for P-Plan benefits if you return to work for an employer that contributes to the P-Plan. When you Retire again, if you satisfy the Contributions Rule, the Pension Entitlement Rule, and the End-of-Service Rule, you will again become entitled to P-Plan benefits. Any P-Plan benefits that you received during the earlier disability retirement will be subtracted from the P-Plan benefit that will be paid to you after your subsequent retirement. If you Retire on or after January 1, 2017, any additional P-Plan benefits that you earn after your return to work will be credited to the DBA Plan. If you Retired before January 1, 2017, any amounts remaining from your original period of participation (as adjusted) will be allocated in accordance with your original election.
3. You will also lose your eligibility for P-Plan benefits if you are receiving a pension from the Pension Fund, your employer

stops making contributions to the Pension Fund, and as a result of the Limitation of Liability provisions in Sections 8.14 and 8.15 of the Pension Fund's Rules and Regulations, you are no longer entitled to any pension. (Those Limitation of Liability provisions apply in certain circumstances when your employer stops making contributions to the Pension Fund and the amount it has contributed is not sufficient to support all of the pension benefits that the Pension Fund would otherwise pay to your employer's retirees.)

4. If your last Participating Employer stops making contributions to the P-Plan after making those contributions for less than 48 months, the amount of P-Plan benefits will be redetermined for everyone who Retired from that employer. The redetermined amount will depend on the amount of money the employer has contributed, the amount of P-Plan benefits that already has been paid to that employer's retirees and their beneficiaries, and the number of employees who have Retired from that employer with P-Plan benefits (or have died and their beneficiaries have not yet been paid). Depending on the circumstances, the redetermined amount could be zero.

BENEFITS FOR P-PLAN PARTICIPANTS

Who Is a P-Plan "Participant"?

A P-Plan "Participant" is a person who has satisfied the Contribution Rule, the Pension Entitlement Rule, and the End-of-Service Rule, and who has begun to receive a pension without losing eligibility under any of the four rules listed on pages 5 and 6.

What Will the Amount of My P-Plan Benefit Be?

General Rule. If you satisfy all of the conditions for entitlement to a P-Plan benefit, and your last Participating Employer is still contributing to the P-Plan when you begin to receive a pension, the general rule is that your P-Plan benefit will be the amount that corresponds to the rate at which your last Participating Employer made contributions on your behalf for at least 504 hours of work. The contribution rates, and the corresponding benefit amounts, are described on page 3. For example, if your last Participating Employer is making a contribution

of 40¢ per hour in P-Plan 600 and contributed at that rate for at least 504 hours for you, your P-Plan benefit will be $24,000.

Special Rules Related to 2009 Change in Contribution Rates. There are several special rules that may affect your benefit level if contributions to the P-Plan were made on your behalf under a collective bargaining agreement or standard collective bargaining clause that was in effect December 31, 2008.

- If the successor agreement to that collective bargaining agreement or standard clause requires your Employer to contribute at the higher contribution rate under P-Plan 600 that corresponds to the benefit level you had in the old agreement, your benefit amount will be determined under the General Rule described on page 8.
- If your group's benefit level was reduced to P-Plan 300 because the first agreement after December 31, 2008 did not require the Employer to contribute at the higher contribution rate, but you Retired and became a P-Plan Participant before your old agreement expired, your benefit amount will be determined under the General Rule described on page 8.
- If your group's benefit level was reduced to P-Plan 300 because the first agreement after December 31, 2008 did not require the Employer to contribute at the higher contribution rate, and you Retire after your old agreement expired, your benefit amount will be the lower amount under P-Plan 300. (This will be true even if you were no longer working on December 31, 2008, or on the date when the new agreement was negotiated or ratified.)
- If your group's benefit level was reduced to a benefit level under P-Plan 300, you can qualify for future increases under one of the following rules:
    - If subsequent agreements require the Employer to increase its contribution rate under P-Plan 300, you will receive P-Plan benefits at the highest P-Plan 300 level at which the Employer has made contributions on your behalf for at least 2000 hours.
    - If subsequent agreements require the Employer to increase its contribution rate to a level that brings your group back into P-Plan 600 (as described on page 34), you will receive P-Plan benefits at the P-Plan 600 level if the Employer has

made contributions on your behalf for at least 2000 hours after the group returned to P-Plan 600.

Can I Earn a Higher P-Plan Benefit After I Retire?

If you continue to work or return to work with a Participating Employer after you Retire, you may qualify for an additional P-Plan benefit if the Employer makes contributions on your behalf at a rate that corresponds to a higher benefit level. The number of hours required to qualify for a higher benefit level will be:

- If you have qualified for benefits under P-Plan 600 but you are working under an agreement providing benefits under P-Plan 300, you will not qualify for an increase in your benefit level until an Employer has made contributions on your behalf for at least 2000 hours at a rate that provides a benefit level higher than the P-Plan benefits you have already received;
- Otherwise, if you have received a full additional year of pension credit in each calendar year following retirement, you can qualify for an increase in P-Plan benefits when an employer makes contributions on your behalf for at least 1906 hours immediately following the effective date of a negotiated P-Plan benefit level increase;
- If you are not covered by either of the two rules described above, you can qualify for an increase in P-Plan benefits when an employer makes contributions on your behalf for at least 2000 hours at a higher benefit level.

Can My P-Plan Benefit Be Reduced After I Retire?

There are two ways that your benefit amount could be reduced after you Retire:

1. If your employer stops making contributions to the P-Plan after you Retire, the amount of your P-Plan benefit will be reduced if the employer has made P-Plan contributions for less than 48 months and if its total P-Plan contributions are less than the sum of (a) P-Plan benefits that have already been paid to its former employees and their beneficiaries, plus (b) P-Plan benefit amounts that otherwise would be paid in the future for those who have already Retired or died. The formula for calculating the reduced benefit amount, and for allocating it between HRA Plan and DBA Plan accounts, is in

Section 5.3 of the Rules and Regulations, which you will find at pages 42-43.

2. In addition, if your last Participating Employer increased its P-Plan benefit level while you were still working, but stopped making contributions to the P-Plans less than 24 months after that benefit level increase, the P-Plan benefit level for all of its retirees will be rolled back to the benefit level that was in effect 24 months before the employer stopped making contributions or, in the case of an Employer providing benefits under P-Plan 300, the lowest P-Plan 300 benefit level that was in effect during that 24-month period, and the reductions required by that rollback will be allocated between HRA Plan and DBA Plan accounts in accordance with Section 5.1 of the Rules and Regulations, which you will find at pages 40-41.

Neither of these reductions would require you or your beneficiary to pay back any amount that was properly paid in benefits before the employer stopped making contributions.

How Can I Use My P-Plan Benefit?

Employees who Retire on or after January 1, 2017. Your P-Plan benefit will automatically be credited to an account in the DBA Plan, up to a maximum of $50,000. It will be paid to your Beneficiary or Beneficiaries after your death. If you are entitled to a P-Plan benefit that is larger than $50,000, the amount over $50,000 will be credited to a Secondary Death Benefit Account, described on page 16-17, to be paid upon the death of a family member that you designate.

Employees who Retired before January 1, 2017. You were permitted to elect whether to use your P-Plan benefit as a death benefit for your Beneficiaries when you die or to use it to reimburse covered medical expenses for you and your eligible family members. You made this election when you became a P-Plan participant, as described on page 1, by allocating your benefit between the DBA Plan and the HRA Plan. Your election is irrevocable. If you should become eligible for additional P-Plan benefits by returning to covered employment, as described in Section 4.9(b) of the Rules and Regulations (page 39-40 of this booklet), the additional benefit amount will be credited automatically to the DBA Plan. No new benefit amounts can be credited to the HRA Plan after December 31, 2016.

Any benefit amount you allocated to the HRA Plan was credited to an HRA Plan account. You may continue to use it after January 1, 2017, to reimburse covered medical expenses incurred by you and your eligible family members.

What Happens if I Do Not Make an Election?

Employees who Retire on or after January 1, 2017. Your P-Plan benefit will automatically be credited to an account in the DBA Plan, up to a maximum of $50,000.

Employees who Retired before January 1, 2017. If you did not make an election, all of your P-Plan benefit (up to the $50,000 limit) was irrevocably allocated to the DBA Plan and will be used to pay death benefits to your Beneficiary or Beneficiaries.

What is the $50,000 Employer-Provided Death Benefit Limit?

Your employer-provided death benefits cannot be more than $50,000 total (from all employers). If you have death benefits from any other employer, you cannot allocate any amount to the DBA Plan that would result in your total death benefit being more than $50,000 unless the cost of the other coverage is treated as taxable to you. There is a disability exception to this $50,000 limit. See Sections 6.1 and 11.4(b) of the Rules and Regulations (pages 43-44 and 58 of this booklet) for further information.

HEALTH REIMBURSEMENT ACCOUNT PLAN

If I Allocated a Benefit Amount to the HRA Plan Before January 1, 2017, What Benefits Can Be Paid From My HRA Plan Account?

Your HRA Plan Account can reimburse you for the following expenses that you or your eligible family members incur after January 1, 2006 or the date you become a participant in the HRA Plan, if later:

- Your own *Covered Medical Expenses* (as defined below).
- *Covered Medical Expenses* for any of your *Dependents* (as defined on page 13).
- Premiums that you or your *Dependents* pay for Medicare Part B or Part D , any of the W-plans provided by the Health Benefits Fund, and for other medical plan coverage or health insurance

except coverage or insurance that is paid for with pre-tax dollars under a flexible spending account (or "cafeteria plan").

Covered Medical Expenses means any amounts that you or a Dependent is obligated to pay, and that are not paid by Medicare or another plan or policy of medical coverage or medical insurance, for diagnosis and treatment of an injury or of an illness of the mind or body, including inpatient or outpatient charges by a hospital or other treatment facility, services provided by a physician or other licensed health-care practitioner, nursing care, dental care, eye examinations and corrective lenses, hearing aids, prescriptions and certain other medicines, physical examinations and preventive vaccinations, and rental (or purchase, if it is likely to be less expensive) of durable medical equipment, such as wheelchairs and hospital beds. Section 10.2 of the Rules and Regulations (pages 50-51 of this booklet) describes Covered Medical Expenses in more detail.

Covered Medical Expenses include your deductible or co-pay amounts under Medicare and other health care plans, as well as amounts that are not paid by Medicare or other health care plans because of a benefit cap or maximum allowable charge, as long as you or your Dependent is obligated to pay the balance of the charge.

Exceptions: *Covered Medical Expenses* do **not** include charges for purely custodial care, which is care that does not require the education, training, or skills of a Registered Nurse or Licensed Practical Nurse. They also do not include expenses for beautification, comfort, or convenience, even if a doctor orders them. Nor do they include any charges incurred outside the United States of America, except in the event of an emergency that occurs while the patient is on vacation and has not been outside the United States for more than 90 days.

Your eligible family members are your Dependents. *Dependents* means any of the following:

- Your spouse;
- Your unmarried child or stepchild under the age of 19;
- Your unmarried child or stepchild between ages 19 and 23 if living at home and registered as a full-time student of an accredited educational institution;
- Your unmarried child or stepchild of any age who is wholly dependent on you for support and who is incapable of self-support because of a mental or physical incapacity that began before

age 19 and that can be expected to result in death or has lasted or is expected to last at least a year;

- A minor for whom you are the legal guardian; and
- Anyone else who is named as an Alternate Recipient in a Qualified Domestic Relations Order or a Qualified Medical Child Support Order, to the extent required by that Order. If you need more information about Qualified Domestic Relations Order or Qualified Medical Child Support Orders, you may obtain from the Fund Office without charge a copy of the Health Benefit Fund's procedures relating to such Orders.

Important Note: See Section 1.7 of the Rules and Regulations (on page 28) for the requirements a spouse must meet, and the financial support requirements that children must meet at different ages, to be considered your Dependents.

COBRA CONTINUATION COVERAGE

Are HRA Plan Benefits Subject to COBRA Continuation Rights?

Your Dependents are entitled to a temporary extension of health coverage (called "COBRA continuation coverage") at group rates, but at their expense, in certain circumstances where their coverage under the HRA Plan would otherwise end. The following events will entitle the Dependents ("eligible individuals") to elect COBRA continuation coverage:

(i) Your spouse has the right to choose COBRA continuation coverage for himself or herself if he or she would otherwise lose coverage under the Plan because of divorce.

(ii) Each of your non-spouse Dependents has the right to choose COBRA continuation coverage if he or she would otherwise lose coverage under the Plan because he or she ceases to qualify as a Dependent.

Required Notices to the HRA Plan. You or your Dependent has the responsibility to inform the HRA Plan of a divorce or a child losing Dependent status. When the HRA Plan is notified that one of these events has happened, the HRA Plan will in turn notify the Dependents of the right to choose COBRA continuation coverage.

Choosing COBRA Continuation Coverage. Eligible individuals have 60 days to inform the HRA Plan that they want COBRA continuation coverage, starting from the date they would otherwise lose coverage because of one of the events described above. If an eligible individual does not choose COBRA continuation coverage, his or her coverage under the Plan will end. If an eligible individual chooses COBRA continuation coverage and pays the required premium, the HRA Plan will give that individual the same coverage that, as of the time coverage is being provided, it provides to similarly situated individuals. All amounts that are paid as benefits to that individual will be subtracted from the Participant's HRA Plan balance.

Duration of COBRA Continuation Coverage. Eligible individuals generally may maintain COBRA continuation coverage for up to 3 years. However, COBRA continuation coverage may be cut short for any of the following reasons: the Participant's former Employer no longer provides group health coverage to any of its employees or ceases to contribute to the P-Plan; the eligible individual does not pay the premium for COBRA continuation coverage on time; the eligible individual becomes covered, following the individual's election of COBRA under this HRA Plan, under any other group health plan that does not limit coverage for the individual's pre-existing conditions; or the eligible individual becomes, following the individual's election of COBRA under this HRA Plan, entitled to benefits under and enrolled in Medicare; or all the benefits in your HRA account have been spent.

DEATH BENEFIT ACCOUNT PLAN

What Benefits Can Be Paid From My DBA Plan Account?

Any part of your P-Plan benefit that is credited to the DBA Plan (up to the $50,000 maximum) will be paid to your Beneficiary or Beneficiaries in a lump sum when you die. See pages 16-17 for the rules that apply to benefits greater than $50,000.

What Do I Need to Do to Designate a Beneficiary?

When you Retire, you will be asked to designate a beneficiary for the P-Plan death benefit. Signed beneficiary designations should be sent to:

Bakery & Confectionery Union & Industry
International Health Benefits Fund P-Plans
10401 Connecticut Avenue
Kensington, MD 20895-3960

You may tear out the form at the back of this booklet or call (301) 468-3731 between 8:00 a.m. and 4:00 p.m. Eastern Time, Monday through Friday to request more forms. Alternatively, the form is available on the Fund's website, www.bctrustfunds.org.

May I Name More Than One Beneficiary?

You may name more than one Beneficiary to share in your death benefit, and you can name contingent Beneficiaries who will receive benefits if your primary Beneficiary dies before you do.

How Can I Change My Beneficiary Designation?

You may change your Beneficiary designation at any time. Just fill out another form with the new Beneficiary's name, sign it, and send it to the address given above. The change will be effective when the Fund Office receives your signed form.

Who Will Receive a Death Benefit if I Haven't Named a Beneficiary?

If you die without naming a Beneficiary, or if your Beneficiary is no longer alive, your death benefit under the DBA Plan will be paid to your spouse, or if you have no spouse to your estate. If you have no surviving spouse or estate, the Trustees will pay the benefit to your survivors in the following order of priority: (i) surviving children, (ii) surviving parents, or (iii) surviving brothers or sisters.

What Will Happen to any Benefit Amounts over $50,000, if the Maximum Applies?

If you are entitled to a P-Plan benefit amount that is larger than $50,000, and you are not a Disability Retiree, the amount of your benefit above $50,000 will be credited to a Secondary Death Benefit Account ("Secondary DBA"). You will be asked to designate one family member, which can be your Spouse or any of the following who resides with you and is financially dependent on you: your child, stepchild, grandchild, brother, sister, stepbrother, stepsister, niece, nephew, step-niece, step-nephew, parent, grandparent, aunt or uncle, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother in-

law, sister-in-law, or any other person who is financially dependent on you or on whom you are financially dependent. You must make this designation in writing at Retirement, and you will not be able to change your designation at a later date. The person whom you designate for this benefit shall have no vested right to amounts credited to the Secondary DBA.

The Secondary DBA will be paid to a named Beneficiary when the person that you designate dies. You may name the Beneficiary who will receive the amount in the Secondary DBA–including yourself, in case the person that you designate dies while you are still alive. You may name multiple or contingent Beneficiaries, and you can change the Beneficiary at any time by sending a signed Beneficiary form to the Fund.

For example, if you are entitled to a $53,400 P-Plan benefit, and you Retire on a regular pension, your own DBA will be $50,000. You will name the Beneficiary or Beneficiaries who will receive that benefit upon your death. If you designate your Spouse for the $3,400 Secondary DBA, you will not be able to change that designation later. You can name yourself as the Beneficiary who will receive the $3,400 Secondary DBA when your Spouse dies. You can also name one or more contingent Beneficiaries to receive that benefit in case you die first. You can change the Beneficiary designation at any time by sending a signed Beneficiary form to the Fund.

If you die before Retirement, any benefit amount in excess of $50,000 will be used to establish a Secondary DBA for your Spouse, if you are married at the time of your death. If you are not married at the time of your death, a Secondary DBA will be established for the first person on the following list: your oldest surviving child, your oldest surviving parent, or your oldest surviving sibling. The person for whom that Secondary DBA is established will be permitted to name the Beneficiary or Beneficiaries who will receive the benefit upon his or her death.

PROCEDURE FOR RECEIVING P-PLAN BENEFITS

How Do I or My Beneficiaries Make a Claim for P-Plan Benefits?

You must use the Fund's claim forms. You can obtain them from the Fund Office, at the address and telephone number on page 16, or from the Fund's website www.bctrustfunds.org. In order to be complete:

- It must include your Pension identification number.
- If it is a medical claim, it must include the patient's date of birth.
- For medical expense benefits, you must include evidence that you have incurred the expense.
- For death benefits following your death, your Beneficiary must include a copy of the death certificate.
- For death benefits under a Secondary DBA, the Beneficiary must include a copy of the death certificate of the person who was designated for the Secondary DBA.
- You may assign benefits to be paid directly to a health care provider or to a funeral home. To do that, you, a Dependent, or your Beneficiary must sign a written assignment of benefits and send that to the Fund Office.

If a Claim for P-Plan Benefits Is Denied, What Rights Do I Have to Appeal?

If your claim for benefits is denied, you are entitled to a fair review of that decision.

You must state your appeal in writing, and it must be sent to the Fund Office no later than 180 days after you were notified that your claim was denied.

If you make an appeal, you may designate a representative to act in your behalf in the appeal process, but neither you nor your representative will be permitted to make a personal appearance. You will also be provided, upon your request, with reasonable access to or copies of any documents, records or other information that may be relevant to your claim for benefits, even if those materials were not considered or relied upon in denying your claim.

Your appeal will be considered and decided by the Appeals Committee of the Health Benefits Fund Board of Trustees. That Committee meets at least four times a year, and your appeal will be considered by the Committee at its next meeting after the appeal is received by the Fund Office, unless fewer than 30 days remain before that meeting. If your appeal was received fewer than 30 days before the next Committee meeting, the appeal will be considered at the following meeting and you will be notified. In special circumstances, the decision may be made at the third regularly scheduled meeting following receipt of the request, and in this event you will be notified of the delay and will be given a date by which a decision is expected.

The decision of the Appeals Committee, or of the Board of Trustees, on all appeals is final. You will be notified of that decision in writing, with a statement of specific reasons for the decision. If you are dissatisfied with the decision after you have completed the entire appeals process, you may file a lawsuit in state or federal court to obtain a review of that decision.

AMENDMENT OR TERMINATION

Can the P-Plan be Amended or Terminated?

The Board of Trustees of the Health Benefits Fund retains the right to amend the P-Plan at any time. Although the Board of Trustees intends to maintain the P-Plan indefinitely, the Board also retains the right to terminate the P-Plan. No amendment or termination will cause the assets of the P-Plan to be used for any purpose other than providing post-retirement medical and death benefits to employees and former employees of the employers that have made contributions to the P-Plan, or to their beneficiaries. None of the P-Plan assets will ever revert to a Participating Employer or Union.

If the P-Plan is amended or terminated, those changes could result in a reduction or loss of P-Plan benefits to which you otherwise would be entitled.

Are Rights in the P-Plan Vested?

The P-Plan is what is known as an "employee welfare benefit plan" in the Employee Retirement Income Security Act ("ERISA"). Such plans are not required to provide vested benefits. Accordingly, the P-Plan does not provide vested benefits.

YOUR RIGHTS UNDER ERISA

What Protection Does ERISA Provide for P-Plan Participants and Beneficiaries?

Participants in the P-Plan 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 work sites and union halls, all documents governing the plan, including insurance contracts and collective bargaining agreements, a complete list of all employers and employee organizations that participate in the P-Plan, and a copy of the latest annual report (Form 5500 Series) filed by the Health Benefits Fund 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, a complete list of all employers and employee organizations that participate in the P-Plan, and copies of the Health Benefits Fund's latest annual report (Form 5500 Series) and the P-Plan's updated summary plan description. The administrator may make a reasonable charge for the copies.

Obtain, upon written request to the plan administrator, information as to whether a particular employer or employee organization participates in the P-Plan and, if so, the employer or employee organization's address.

Receive a summary of the Health Benefits Fund's annual financial report. The plan administrator is required by law to furnish each participant with a copy of this summary annual report.

Continue group health coverage for your eligible dependents if there is a loss of coverage under the Plan as a result of a qualifying event. You or your eligible dependents would have to pay for such coverage. Review this summary plan description and the documents governing the Plan on the rules governing your COBRA continuation coverage rights.

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 "fi-

duciaries" 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 P-Plan benefit or exercising your rights under ERISA. If your claim for a P-Plan 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 after you have completed the appeal procedures described on pages 46-47. In addition, if you disagree with the plan's decision or lack thereof concerning the qualified status of a medical child support 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, DC 20210.

Here is some additional information you may need about the P-Plan:

Plan Administrator:	Board of Trustees of the Bakery and Confectionery Union and Industry International Health Benefits Fund

Plan Administrator's Address:	10401 Connecticut Avenue Kensington, MD 20895-3960
Plan Administrator's Telephone:	(301) 468-3700
Employer ID Number:	53-0227042
Plan Number Assigned to The Health Benefits Fund by the Plan Sponsor:	501
Plan Year:	January 1 – December 31

The other plans of benefits sponsored by the Board of Trustees of the Health Benefits Fund are a plan of health benefits, disability and death benefits for active employees in the baking and confectionery industries, plans of dental and optical benefits for active employees in those industries, and the "W-Plans" of health benefits for retirees.

The Board of Trustees, at the address above, is the designated agent for service of legal process. You may also serve legal process on any trustee or on the Executive Director of the Health Benefits Fund, John Beck, at the Plan Administrator's address.

If you have any difficulty understanding any part of this booklet, contact Mr. John Beck, the Executive Director of the Fund, at 10401 Connecticut Avenue, Kensington, MD 20895-3960. You may also call the Fund Office at (301) 468-3731 for assistance. Office hours are from 8:00 a.m. to 4:00 p.m., Monday through Friday.

Este folleto contiene un resumen en Ingles del Plan "P" de beneficios y derechos bajo el Bakery and Confectionery Union and Industry International Health Benefits Fund. Si tiene dificultad en entender alguna de las partes de este folleto, escriba al Sr. John Beck, Director del Fondo, a 10401 Connecticut Avenue, Kensington, MD 20895-3960. Tambien puede llamar a la oficina al telefono (301) 468-3731. Las horas de la oficina son de 8:00 a.m. a 4:00 p.m., de lunes a viernes.

P-PLAN
RULES AND REGULATIONS
OF THE
BAKERY AND CONFECTIONERY
UNION AND INDUSTRY
INTERNATIONAL
HEALTH BENEFITS FUND

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ARTICLE 1
DEFINITIONS

Section 1.1 – Beneficiary

"Beneficiary" means the person (or persons) named or determined in accordance with Section 11.5 of the Death Benefit Account Plan, to receive the amount, if any, credited to the Death Benefit Account of a Participant (including a secondary Death Benefit Account described in Section 11.4(d) or (e)), or to receive benefits under Section 4.7 that may be payable after a Participant's death

Section 1.2 – Collective Bargaining Agreement

"Collective Bargaining Agreement" means an agreement between an employer and a labor organization representing its employees, that covers a unit of employees certified or recognized for purposes of bargaining over wages, hours, and working conditions.

Section 1.3 – Component Plan

"Component Plan" means either or both of the Health Reimbursement Account Plan or the Death Benefit Account Plan.

Section 1.4 – Continuous Full-Time Service

"Continuous Full-Time Service" means Working for 20 or more hours per week, without interruptions other than

(a) periods that are included as Hours under Section 1.13, or

(b) periods of total disability, for 12 months or less, that are established by medical evidence satisfactory to the Trustees.

Section 1.5 – Death Benefit Account

"Death Benefit Account" means the bookkeeping account established for a Participant who Retires on or after January 1, 2017; or who Retires before January 1, 2017, and either elects to have any portion of his or her P-Plan benefit amount paid as death benefit in accordance with the provisions of Article 6 and the Death Benefit Account Plan, or makes no election with respect to his or her P-Plan benefit. "Death Benefit Account" also includes a secondary Death Benefit Account described in Section 11.4(d) or (e).

Section 1.6 – Death Benefit Account Plan

"Death Benefit Account Plan" means the Death Benefit Account Plan that is described in Article 11 and that is a Component Plan of the P-Plan.

Section 1.7 – Dependent

"Dependent" means any of the following for purposes of the Health Reimbursement Account Plan:

(a) a Participant's lawful spouse;

(b) the Participant's unmarried child or stepchild;

(i) from birth until January 1st of the year in which his or her 19th birthday occurs, provided that the child may not be covered in any calendar year in which he or she provides over one-half of his or her own support;

(ii) from January 1st of the year in which the child's 19th birthday occurs until the 19th birthday, provided that the Participant provides over one-half of the child's support for that calendar year;

(iii) if the child is living at home and registered as a full-time student of an accredited educational institution, from January 1st of the year in which the child's 19th birthday occurs until January 1st of the year in which the child's 23rd birthday occurs, provided that the child may not be covered in any calendar year in which he or she provides over one-half of his or her own support; and

(iv) if the child is living at home and registered as a full-time student of an accredited educational institution, from January 1st of the year in which the child's 23rd birthday occurs until the 23rd birthday, provided that the Participant provides over one-half of the child's support for that calendar year;

(c) the Participant's unmarried child or stepchild who resides in the United States or Canada who is wholly dependent upon the Participant for support and who is incapable of self-support because of mental or physical incapacity that existed prior to reaching the age of 19 and that can be expected to result in death or that has lasted or can be expected to last for a continuous period of not less than 12 months;

(d) a minor for whom the Participant has been appointed legal guardian; and

(e) an Alternate Recipient as identified in any Qualified Domestic Relations Order or Qualified Medical Child Support Order, but only to the extent required by such Order.

Section 1.8 – Employee

"Employee" means every person who performs or performed services for a Participating Employer in a job classification covered by a Collective Bargaining Agreement or standard collective bargaining clause providing for participation in the P-Plan, and who receives or received compensation for those services, regardless of whether a common-law employment relationship exists between the person performing services and the Participating Employer. "Employee," however, does not include any self-employed person, any officer, partner or owner of a company or business organization that is a Participating Employer, or any person who exercises management authority for a Participating Employer. The terms "partner" and "owner" as used in this section include any individual who owns more than a de minimis interest in the Participating Employer, whether through ownership of stock, assets, or any other beneficial or equity interest. For purposes of this definition, an individual shall be deemed to own any interest that is owned by his or her Spouse or child, except that this sentence shall not apply to an individual who (1) was employed as of June 1, 1999, by a business organization that was then owned at least in part by the individual's Spouse or child; (2) was covered as of June 1, 1999, by a collective bargaining agreement that required contributions to the P-Plan and (3) continues to be employed by the same Participating Employer.

Section 1.9 – Fund Office

"Fund Office" means the headquarters of the Health Benefits Fund, at 10401 Connecticut Avenue, Kensington, Maryland 20895-3960.

Section 1.10 – Health Benefits Fund

"Health Benefits Fund" means the Bakery and Confectionery Union and Industry International Health Benefits Fund.

Section 1.11 – Health Reimbursement Account

"Health Reimbursement Account" means the bookkeeping account established for a Participant who retires before January 1, 2017, and elects to have any portion of his or her P-Plan benefit amount paid as a medical benefit in accordance with the provisions of Article 6 and the Health Reimbursement Account Plan.

Section 1.12 – Health Reimbursement Account Plan

"Health Reimbursement Account Plan" means the Health Reimbursement Account Plan that is described in Article 10 and that is a Component Plan of the P-Plan.

Section 1.13 – Hours

"Hours" means:

(a) Periods worked by an Employee, or for which an Employee is entitled to receive pay, in a job classification that is covered by a Collective Bargaining Agreement or standard collective bargaining clause providing for participation in the P-Plan, and for which the Health Benefits Fund actually receives P-Plan contributions. Such hours may include vacations, holidays, periods of illness or incapacity, jury duty, paid leave, periods covered by severance pay, and periods for which the Employee is entitled to receive backpay pursuant to a judicial, administrative, or arbitration award. "Hours" will not include any amount in excess of the maximum weekly hours for which contributions are required under the standard collective bargaining clause.

(b) Periods of service in the Armed Forces of the United States, to the extent that applicable federal law regarding the reemployment rights of veterans requires that they be credited for P-Plan eligibility or amount. Such periods of service will be credited at the number of hours per week that is specified as the maximum weekly hours for which contributions are required under the standard collective bargaining clause.

Section 1.14 – International Union

"International Union" means the Bakery, Confectionery, Tobacco Workers & Grain Millers International Union.

Section 1.15 – Local Union

"Local Union" means any local union affiliated with the International Union.

Section 1.16 – Participant

"Participant" means a person described by Section 4.5.

Section 1.17 – Participating Employer

"Participating Employer" or "Employer" means an employer described by Section 2.1 and whose participation has not been terminated as described by Section 2.2. Each employer's status as a Participating Employer, and all questions relating to its continuation or cessation of contributions to the P-Plan, will be determined separately for each Collective Bargaining Agreement under which it is or was obligated to make P-Plan contributions at a particular facility or location.

Section 1.18 – Pension Credits

"Pension Credits" means pension credits as defined by Article V of the Rules and Regulations of the Pension Fund, or an equivalent amount of credit under another pension plan maintained by the Employee's last Participating Employer. The Trustees will have discretion to determine whether an Employee has an equivalent amount of credit under another pension plan, and in making that determination they will be entitled to rely upon information provided by the Participating Employer that maintains that plan.

Section 1.19 – Pension Fund

"Pension Fund" means the Bakery and Confectionery Union and Industry International Pension Fund.

Section 1.20 – Retire or Retirement

"Retire" or "Retirement" (and other derivatives of the same verb) means to begin actually receiving a pension check from the Pension Fund or from another pension plan maintained by the Employee's last Participating Employer. These terms include receiving a pension check while still working, in those circumstances where such payments are made in accordance with applicable law or the pension plan.

Section 1.21 – Trust Agreement

"Trust Agreement" means the Agreement and Declaration of Trust of the Bakery and Confectionery Union and Industry International Health Benefits Fund, dated May 12, 1953, and as amended.

Section 1.22 – Trustees

"Trustees" means the Board of Trustees of the Bakery and Confectionery Union and Industry International Health Benefits Fund.

Section 1.23 – Working

"Working" means a period for which an Employee will receive credit for Hours, as defined in Section 1.13.

ARTICLE 2
EMPLOYER PARTICIPATION

Section 2.1 – Becoming a Participating Employer

An employer must satisfy all of the following requirements in order to begin participation in the P-Plan:

(a) The employer must be a participating employer in the Pension Fund or in the Health Benefits Fund providing benefits other than the P-Plan for the Employees who will be covered for P-Plan benefits.

(b) The employer must be a party to a Collective Bargaining Agreement with a Local Union, and that Collective Bargaining Agreement must include the standard collective bargaining clause prescribed by the Trustees. A Local Union, the International Union, the Pension Fund, or the Health Benefits Fund may participate in the P-Plan by signing the standard collective bargaining clause, either alone or as part of a Collective Bargaining Agreement, if it also satisfies the requirements of subsections (a) and (c).

(c) The employer must make contributions to a P-Plan in accordance with the applicable rates specified in Section 3.1.

Section 2.2 – Termination of Employer's Participation

(a) An Employer's participation in the P-Plan may be terminated, in the Trustees' discretion, if the Employer fails to remit to the Health Benefits Fund any of the amounts that are required by the standard collective bargaining clause or fails to comply with any other rules regarding employer participation in the P-Plan. Such a termination may be given retroactive effect, as of the last date for which the Trustees received the required contributions.

(b) An Employer's participation may also be terminated by written notice to the Fund Office when the Employer is no longer conducting operations at any facility for which P-Plan contributions were required; or when the Employer and the Local Union no longer have a Collective Bargaining Agreement that requires contributions to a P-Plan; or in the case of a Local Union, the International Union, the Pension Fund, or the Health Benefits Fund, by written notice that the Employer will no longer make contributions to a P-Plan. No such termination under this subsection (b) will be effective before the date on which the Fund actually receives the written notice unless delay of written notice after the effective date of the termination of contributions has the effect of stopping the benefit rollback in Section 5.1.

(c) An Employer's participation in the P-Plan may be terminated, in the Trustees' discretion, if the Employer is no longer obligated to make contributions to the Pension Fund or to the Health Benefits Fund, on behalf of Employees, for benefits other than the P-Plan, or if the Employer fails to remit contributions that are required to provide such other benefits.

(d) Once an Employer has been terminated, it may be readmitted only as the Trustees permit in their discretion and upon such conditions as the Trustees may require.

(e) Article 5 describes the limitations on P-Plan liability for benefits when an Employer's participation is terminated for any reason.

ARTICLE 3
LEVELS OF P-PLAN BENEFITS

Section 3.1 – P-Plan Benefit Levels

(a) (a) Effective for Collective Bargaining Agreements ratified on or after January 1, 2009, and standard collective bargaining clauses signed on or after January 1, 2009, each group of Employees will be covered by either P-Plan 600 or P-Plan 300, as described in this section. A chart of the benefit levels are in Appendix A at the back of this book. All rates stated are contributions per hour of work, based on a 40-hour work week or its equivalent. P-Plan 300 is available only for a limited time and only to certain groups of Employees, as subsection (e) provides.

(b) P-Plan 600 provides P-Plan benefit levels in increments of $600 for an Employer contribution rate of $0.01 per $600. P-Plan 300 provides P-Plan benefit levels in increments of $300 for an Employer contribution rate of $0.005 per $300.

(c) P-Plan 600 will apply to each group of Employees that is covered by a Collective Bargaining Agreement ratified on or after January 1, 2009, or by a standard collective bargaining clause received by the Fund Office on or after January 1, 2009, except as subsection (d) specifically provides for the application of P-Plan 300.

(d) P-Plan 300 will apply only to a group of Employees covered by (i) a successor agreement to a Collective Bargaining Agreement that was ratified on or before December 31, 2008; or (ii) a successor agreement to a standard collective bargaining clause that was received by the Fund Office on or before December 31, 2008; and in either case only if such successor agreement or extended agreement does not require the Employer to make contributions at the rate of $0.01 per $600 for a P-Plan benefit level equal to (or greater than) the dollar amount of the highest P-Plan benefit level that applied to that group of Employees under the Collective Bargaining Agreement or standard collective bargaining clause that was in effect on December 31, 2008.

Section 3.2 – Uniform Coverage

A Participating Employer must contribute at a uniform rate for all of its Employees who work in a single facility and are covered by the same Collective Bargaining Agreement. In the case of a participating Local Union, the International Union, the Pension Fund or the Health Benefits Fund, the Employer must contribute for all of its Employees at a uniform rate, with the sole exception that employees who are included in a unit for which compensation and employee benefits are the subject of collective bargaining with a labor union may be excluded from P-Plan coverage or may be covered by P-Plan benefits at a different level.

Section 3.3 – Initial P-Plan Level

P-17 in P-Plan 600 ($10,200) is the maximum P-Plan benefit level that may be provided for any group of Employees entering the P-Plan for the first time. Benefit levels under P-Plan 300 are not available for groups of Employees entering the P-Plan for the first time on or after January 1, 2009.

Section 3.4 – Limit on P-Plan Level Increases

Nine P-Plan levels ($5,400) is the maximum cumulative increase that is permitted for any participating group in P-Plan 600 in any period of twelve consecutive months. A participating group in P-Plan 300 is permitted at any time to negotiate an increase up to the dollar amount of the highest P-Plan benefit level that applied to that group of Employees under the Collective Bargaining Agreement or standard collective bargaining clause that was in effect on December 31, 2008. After that highest benefit level has been restored, the participating group will be covered by P-Plan 600 and thereafter will be subject to the limit described in the first sentence of this section.

Section 3.5 – No P-Plan Level Reductions

A Participating Employer may not reduce the P-Plan benefit level that applies to any group of Employees covered by the P-Plan.

Section 3.6 – No Waiting Periods

P-Plan contributions must be made for all Hours worked by an Employee beginning with his or her first day of work in a job classification covered by a Collective Bargaining Agreement or standard collective bargaining clause providing for participation in the P-Plan.

ARTICLE 4
ELIGIBILITY AND AMOUNT OF BENEFITS

Section 4.1 – P-Plan Eligibility Requirements

An Employee must satisfy all of the following requirements to become eligible for P-Plan benefits:

(a) The Employee's last Participating Employer must have made contributions to a P-Plan for at least 504 Hours on the Employee's behalf; and

(b) The Employee must become entitled to a pension, as defined in Section 4.2, within the period of time provided in Section 4.3.

Section 4.2 – Becoming Entitled to a Pension

An Employee becomes entitled to a pension within the meaning of Section 4.1(b) if he or she:

(a) Attains age 65 and has a vested right to receive any pension from the Pension Fund or from another pension plan maintained by his or her last Participating Employer;

(b) Attains age 55 and has at least 15 years of Pension Credits;

(c) Regardless of age, satisfies all of the requirements for a Plan C, Plan CC, or Plan G pension under the Pension Fund Rules and Regulations; or

(d) Regardless of age, begins to receive a disability pension from the Pension Fund or another pension plan maintained by his or her last Participating Employer.

Section 4.3 – When Employee Must Become Entitled to a Pension

An Employee must become entitled to a pension, as defined by Section 4.2, either during a period of Continuous Full-Time Service lasting six months or more, or:

(a) If the Employee has less than 15 years of Pension Credits, within four calendar months after the end of his or her last period of six of more months of Continuous Full-Time Service; or

(b) If the Employee has 15 or more years of Pension Credits:

(1) Within five years after the end of the last period of six or more months of Continuous Full-Time Service, if that employment ended because of a plant closing or permanent reduction in force; or

(2) Within three years after the end of the last period of six or more months of Continuous Full-Time Service, if that employment ended for any other reason.

Section 4.4 – Losing P-Plan Eligibility

(a) Loss of Eligibility When an Employer Stops Making Contributions to the P-Plan.

(1) General Rule: An Employee will lose eligibility for P-Plan benefits if the Employee's last Participating Employer stops making contributions to the P-Plan before the Employee Retires or dies.

(2) Exception: The sole exception to this rule is that an Employee whose last period of six or more months of Continuous Full-Time Service ended because of a plant closing or permanent reduction in force, and whose last Participating Employer remitted contributions to the P-Plan for at least 48 months, will continue to be eligible for P-Plan benefits if he or she satisfies the requirements of Section 4.3(b)(1).

(b) The eligibility of an Employee or a Participant for P-Plan benefits will be terminated, before or after Retirement, if he or she is no longer eligible for any pension because of the Limitation of Liability provisions in Section 8.14 or 8.15 of the Rules and Regulations of the Pension Fund.

Section 4.5 – Becoming a P-Plan Participant

When an Employee has become eligible for P-Plan benefits as provided by Section 4.1, and Retires without having lost that eligibility under Section 4.4, he or she becomes a Participant in the P-Plan.

Section 4.6 — Entitlement to P-Plan Benefits Upon Retirement

At Retirement, each Participant will become entitled to a P-Plan benefit. The benefit will be payable from one or both of the Component Plans as Article 6 provides, depending on the date of Retirement.

Section 4.7 – P-Plan Benefits Upon Death Prior to Retirement

In the event of death prior to Retirement of an Employee who has become eligible for a P-Plan benefit under Section 4.1 and has not lost that eligibility under Section 4.4, the Employee's Beneficiary or Beneficiaries will receive a P-Plan death benefit payable in accordance with the provisions of Article 6 and the Death Benefit Account Plan.

Section 4.8 – Amount of P-Plan Benefits

The total amount of the P-Plan benefits payable to or on behalf of a Participant, or to the Beneficiaries of an Employee described in Section 4.7, will correspond to the highest P-Plan level at which the Employee's last Participating Employer contributed for at least 504 hours on his or her behalf, except as otherwise provided in subsections (a) or (b). A Participant who continues or resumes Working after Retirement must satisfy the conditions in Section 4.9(b)(1), (2), or (3) to qualify for an increased P-Plan benefit level after Retirement. In any case, the amount of the P-Plan benefit may be reduced (in some circumstances, to zero) by an event described in Article 5.

(a) An Employee whose last Participating Employer is party to an agreement providing for P-Plan 300, will receive a P-Plan benefit amount corresponding to the P-Plan 300 benefit level or, if applicable, to the highest benefit level described in subsection (b).

(b) For an Employee to qualify for a higher benefit level under P-Plan 300, or to qualify for a benefit level under P-Plan 600 when the group in which the Employee is Working ceases to be covered by P-Plan 300 pursuant to the last sentence of subsection 3.1(d), the Employee's last Participating Employer must contribute for at least 2000 hours on his or her behalf at the contribution rate that corresponds to the higher benefit level.

Section 4.9 – Effect of Recovery from Disability or Return to Employment in the Industry

(a) If a P-Plan Participant who is receiving a disability pension recovers from disability and thereby ceases to receive a disability pension, and does not then begin to receive another pension to which he or she is entitled, as defined by Section 4.2, that Participant's status as a Participant and entitlement to P-Plan

benefits will terminate. After a termination of P-Plan benefits under this subsection, the following rules will apply:

(1) The Employee must satisfy all of the other requirements of Article 4, without regard to his or her prior receipt of a disability pension, in order to receive P-Plan benefits at the time of any subsequent Retirement or death prior to Retirement.

(2) The total amount of any P-Plan benefit to which the Employee is entitled following any subsequent Retirement or death prior to Retirement will be the amount provided by Section 4.8 minus the total dollar amount of benefits that was previously paid to the Participant and to his or her Dependents under the P-Plan or any Component Plan, but such subtraction will not reduce the benefit amount below zero.

(3) The amount of any P-Plan benefit remaining from the Employee's original period of participation (as adjusted above) shall be allocated between the Component Plans in accordance with the Employee's original election under Section 6.1. Any additional benefit for which the Employee has become eligible shall be allocated between the Component Plans in accordance with the additional benefit election provisions of Section 6.1. In no case, however, will additional benefits be allocated to a Health Reimbursement Account on or after January 1, 2017.

(b) If a Participant who is receiving a pension other than a disability pension continues or returns to employment in the Industry, that employment will not affect his or her eligibility for or entitlement to P-Plan benefits, and will not increase, decrease, or suspend payment of the P-Plan benefits that are payable to the Participant or to his or her Beneficiary, except as follows:

(1) A Participant working in a group of employees covered by P-Plan 300 will not qualify for an increase in P-Plan benefits until the Employer has made contributions for the Participant for at least 2000 hours at a rate that provides a benefit level greater than the cumulative dollar amount of P-Plan benefits that were previously credited to the Participant.

(2) A Participant who is not described in subsection (1), whose Participating Employer contributes for at least one Hour on his behalf on or after December 1, 2001 and who is credited with at least a full additional year of pension credit in each calendar year following Retirement, will qualify for an increase in P-Plan benefit level as provided by Section 4.8 if an Employer has made contributions on the Participant's behalf at the rate corresponding to the higher benefit level for at least 1906 Hours during the 12 consecutive months immediately following the effective date of the benefit level increase.

(3) A Participant who is not described in subsection (1), and whose Participating Employer contributes for at least one Hour on his behalf on or after December 1, 2001 but does not meet the requirements of subsection (2), will qualify for an increase in the P-Plan benefit level as provided by Section 4.8 only after an Employer has made contributions on the Participant's behalf for at least 2000 Hours at the higher benefit level.

When a Participant qualifies for a higher P-Plan benefit level after Retirement pursuant to subsection (1), (2), or (3), the total amount of the P-Plan benefits payable thereafter will be the higher benefit level, minus the total dollar amount of benefits that was previously paid to the Participant and to his or her Dependents under the P-Plan and any Component Plan. Any additional benefit for which a Participant qualifies under this Section 4.9 shall be allocated as the Participant elects in accordance with the provisions of Article 6, but no additional benefit will be allocated to a Health Reimbursement Account on or after January 1, 2017.

ARTICLE 5
LIMITATIONS ON PLAN LIABILITY WHEN AN EMPLOYER'S PARTICIPATION IS TERMINATED

Section 5.1 – Benefit Rollback When Final P-Plan Benefit Level Is in Effect for Less than 24 Months

Effective for Employees who Retire or die after July 1, 1999, a P-Plan benefit rollback will occur if an Employer's participation is terminated under Section 2.2 less than 24 months after an increase in the P-Plan benefit level. When such a rollback occurs:

(a) The P-Plan benefits of each Participant for whom that Employer was the last Participating Employer will be rolled back to the P-Plan benefit level that was in effect 24 months before the effective date of the Employer's termination, or, in the case of an Employer providing benefits under P-Plan 300, the lowest P-Plan 300 benefit level that was in effect during that 24-month period. That benefit level is the "rollback level" and shall be adjusted as follows:

(i) Any amount in a secondary Death Benefit Account described in Section 11.4(d) or (e) will be reduced first.

(ii) Any further reduction needed to reach the rollback level shall then be allocated between the Participant's Accounts under the Component Plans in the same proportion as the Participant's original P-Plan benefit was allocated in accordance with the provisions of Article 6.

(iii) The amount, if any, of P-Plan benefits already paid from each Account at the time of the rollback shall then be subtracted from the applicable Account (as adjusted to reflect the rollback level).

(b) If a Participant has already received P-Plan benefits from an Account exceeding the rollback level for that Account, no further benefits will be payable to that Participant or to his or her Beneficiary from that Account.

(c) No rollback will require any Participant or Beneficiary to repay amounts that were properly paid in benefits before the Employer stopped making contributions.

Section 5.2 – Termination of Employer that Made P-Plan Contributions for at Least 48 Months

Except as provided by Section 5.1, if an Employer's participation is terminated under Section 2.2 after having remitted contributions to the P-Plan for at least 48 months, there will be no effect on the benefit entitlement of any Participant who Retired before the effective date of the Employer's termination or of any Employee who had both satisfied the eligibility requirements of Section 4.1 and died before the

effective date of the Employer's termination, or of any Employee to whom Subsection 4.4(a)(2) applies. All other Employees for whom that Employer was the last Participating Employer will lose their eligibility for P-Plan benefits as provided in Section 4.4.

Section 5.3 – Termination of Employer that Made P-Plan Contributions for Less than 48 Months

If an Employer's participation is terminated under Section 2.2 before the Employer has remitted contributions to the P-Plan for at least 48 months, P-Plan benefits shall be payable to Participants for whom that Employer was the last Participating Employer only as follows:

(a) There will be a redetermination of the maximum amount of benefits payable to Participants who Retired before the effective date of the Employer's termination, and to Beneficiaries of Employees who had both satisfied the eligibility requirements of Section 4.1 and died before the effective date of the Employer's termination and whose Beneficiaries have not yet received payment of a P-Plan benefit. That redetermination will be made as follows:

(1) The total amount of P-Plan benefits (without interest) paid to or on behalf of Participants or deceased Employees for whom the Employer was the last Participating Employer (and to or on behalf of Beneficiaries of such Participants) will be subtracted from the total contributions paid by the Employer to the P-Plan (without interest).

(2) If the result of the subtraction in Step (1) is zero or less, the redetermined benefit amount is zero.

(3) If the result of the subtraction in Step (1) is greater than zero, that result will be divided by the total number of (i) Participants who Retired before the effective date of the Employer's termination, plus (ii) Employees who had both satisfied the eligibility requirements of Section 4.1 and died before the effective date of the Employer's termination and whose Beneficiaries have not yet received payment of a P-Plan benefit.

(4) The result of the division described in (3) is the redetermined benefit maximum. The redetermined benefit maximum shall be adjusted as follows:

(i) Any amount in a secondary Death Benefit Account described in Section 11.4(d) or (e) will be reduced first.

(ii) The redetermined benefit maximum shall be allocated between the Participant's Accounts under the Component Plans in the same proportion as the Participant's original P-Plan benefit was allocated in accordance with the provisions of Article 6.

(iii) The amount, if any, of P-Plan benefits already paid from each Account at the time of the redetermination shall then be subtracted from the applicable Account (as adjusted to reflect the redetermination).

(iv) If a Participant has already received P-Plan benefits from an Account exceeding the redetermined level for that Account, no further benefits will be payable to that Participant or

(5) This redetermination will not require any Participant or Beneficiary to repay amounts that were properly paid in benefits before the effective date of the Employer's termination.

(b) All other Employees for whom the Employer was the last Participating Employer will lose their eligibility for P-Plan benefits as provided in Section 4.4.

ARTICLE 6
HOW BENEFITS ARE ALLOCATED TO ACCOUNTS

Section 6.1 – Allocation of Benefits

(a) Benefits under the P-Plan are provided in accordance with the terms of the Component Plans.

(b) At Retirement before January 1, 2017, a P-Plan Participant will make an irrevocable election in the form and manner specified by the Trustees, and no later than 90 days after the date on which the Participant's pension payments begin, to have any portion or all of the P-Plan benefit amount to which he or she is entitled under Section 4.6 allocated to one or both of the Com-

ponent Plans for payment in accordance with the terms of that Plan. If a Participant qualifies for additional benefits under Section 4.8 or 4.9(b) before January 1, 2017, the Participant will make an irrevocable allocation election with respect to the additional benefit amount in the form and manner specified by the Trustees, and no later than 90 days after the date on which the Participant is notified of the additional benefit. In the event a Participant fails to make the applicable election allocating the Participant's P-Plan benefit, all of the Participant's P-Plan benefit shall be irrevocably allocated to the Death Benefit Account Plan.

(c) At Retirement on or after January 1, 2017, a P-Plan Participant's benefits will be allocated entirely to the Death Benefit Account Plan.

(d) Except as provided in subsection (e), a Participant Retiring before January 1, 2017 may not elect to have more than $50,000 credited to his or her Death Benefit Account. In addition, a Participant Retiring before January 1, 2017 with employer-paid group term life insurance coverage outside of the P-Plan may not elect a death benefit amount that, when added to the amount of such other coverage, exceeds $50,000 unless the cost of all such other coverage is taxable to the Participant. In no event may coverage provided under the P-Plan be treated as taxable coverage.

(e) If a Participant has terminated employment and is disabled (as defined in section 72(m)(7) of the Internal Revenue Code of 1986, as amended), the dollar limits described in subsection (d), shall not apply.

ARTICLE 7
CLAIMS PROCEDURE

Section 7.1 – Claims Procedure

All claims for benefits must comply with the following rules:

(a) All claims must be filed on the Fund's claim forms.

(b) All claim forms must be fully completed, signed and dated and must include the Participant's Pension identification number. If any essential information is missing, the claim will be returned for completion, causing a delay in payment.

(c) All claims for payment of benefits from the Health Reimbursement Account during the Participant's lifetime must be accompanied by satisfactory evidence that the Participant or a Dependent has incurred expenses described in Section 10.2 of the Health Reimbursement Account Plan.

(d) Claims for death benefits must be accompanied by a copy of the death certificate for the Participant or Employee. In the case of a secondary Death Benefit Account described in Section 11.4(d) or (e), the claim for death benefits must be accompanied by a copy of the death certificate for the person named by the Participant under Section 11.4(d) or determined by the provisions of Section 11.4(e).

(e) If the claim is submitted by a provider of health care pursuant to an assignment of benefits, a written assignment of benefits signed by the Participant, Dependent, or Beneficiary must be furnished to the Fund Office.

(f) All provision of this Article shall be constructed to conform to applicable regulations under 29 C.F.R. § 2560-503.1.

Section 7.2 – Review Procedures

(a) If a claimant receives a notice that his or her claim for benefits has been denied, the claimant may request review of the denied claim within 180 days of the receipt of the notice of denial. The claimant or an authorized representative may request a review and upon request, the claimant will be provided reasonable access to and copies of documents, records, or other information relevant to the claim, without regard to whether such documents, records, and information were considered or relied upon in making the adverse benefit determination that is the subject of the appeal.

(b) The Appeals Committee of the Health Benefits Fund Board of Trustees will make a decision on the appeal of denial of a claim at its next regularly scheduled meeting or, if the request is received fewer than 30 days before that meeting, at the following regularly scheduled meeting. If special circumstances require additional time for consideration of the appeal, including a decision by the Appeals Committee to refer the appeal for determination by the full Board of Trustees, the claimant will be notified of the delay and will be given an estimated date

by which a decision is expected, which will be no later than 5 (five) days after the date of the third regularly scheduled meeting. The decision of the Appeals Committee will be in writing and will include the reasons for the decision and specific references to plan provisions on which the decision is based. In all cases, the decision on review will be final and binding on all parties, subject to the claimant's rights under ERISA. After the claim is decided on appeal or if for any reason the Fund fails to follow any of the claims procedures outlined above, the claimant may pursue any rights he or she has for judicial review of the claim. If the claimant does not appeal a denied claim within the 180-day time period outlined above, the Fund's decision on the claim will be final and not subject to any further review.

ARTICLE 8
AMENDMENT AND TERMINATION

Section 8.1 – Plan Amendments

The Trustees may amend these Rules and Regulations, and the Rules and Regulations of the Component Plans, at any time, consistent with the provisions of the Trust Agreement.

Section 8.2 – Plan Termination

(a) The Trustees may terminate all or any part of the P-Plan, in their sole discretion, consistent with the provisions of the Trust Agreement.

(b) In the event of a termination of a Component Plan, any assets of the terminated Component Plan will be used first to provide benefits under the terminated Component Plan. If there is any surplus, the remaining assets will be used exclusively to provide post-retirement medical and/or death benefits to P-Plan Participants, Employees and/or their respective Beneficiaries. The manner in which such surplus assets will be used for those purposes will be determined by the Trustees in their sole and exclusive discretion, consistent with the provisions of the Trust Agreement.

(c) Under no circumstances shall any portion of the corpus or income of the P-Plan, directly or indirectly, revert or accrue

to the benefit of any Participating Employer or Local Union, except in the circumstances described in Section 9.1(e).

ARTICLE 9
MISCELLANEOUS PROVISIONS

Section 9.1 – No Right to Assets or Vested Rights

(a) No person shall have any vested right to benefits provided by the P-Plan or a Component Plan.

(b) No person, other than the Trustees, shall have any right, title or interest in any of the income or property received or held by or for the account of the P-Plan.

(c) All contributions made to the P-Plan shall be held in trust by the Trustees in an account separate from the assets that pertain to other plans of benefits provided by the Health Benefits Fund. The assets in this separate account shall be held and used for the exclusive benefit of Participants and Beneficiaries who qualify to receive benefits under these Rules and Regulations.

(d) No Participating Employer, Participant, or Employee nor any group of Participating Employers, Participants, or Employees shall have any right to have assets of the P-Plan transferred to any other benefit plan or fund.

(e) The Trustees may refund contributions that were made to the P-Plan by mistake of fact or law, if they determine in their sole and exclusive discretion that making such a refund is consistent with the actuarial soundness of the Fund and permitted by applicable law.

(f) Any death benefit under the Death Benefit Account Plan that remains unclaimed for more than one year after the death of the Participant or, in the case of a secondary Death Benefit Account, of the person described in Section 11.4(d) or (e), is part of the general assets of the P-Plan and is not subject to escheat or to any state law regarding unclaimed property. Such benefit may be paid to a Beneficiary who subsequently applies for it if the Trustees conclude, in their sole and exclusive discretion, that there was good cause for the Beneficiary's late application.

Section 9.2 – Incompetent or Incapacitated Participants and Beneficiaries

(a) If the Trustees determine that a Participant is unable to attend to his or her affairs because of mental or physical incapacity, any payment due under the Health Reimbursement Account Plan may be applied, in the discretion of the Trustees, to the payment of covered expenses of such Participant or his or her Dependents, as defined in the Health Reimbursement Account Plan, unless prior to such payment the Fund Office has received written notice of the appointment of a guardian, committee, or other legal representative appropriate to claim and receive such payments on behalf of the Participant.

(b) If the Trustees determine that a Beneficiary is unable to attend to his or her affairs because of mental or physical incapacity or because of minority, any death benefit under the Death Benefit Account Plan to which the Beneficiary is entitled may be applied, in the discretion of the Trustees, to the support and maintenance of the Beneficiary, unless prior to such payment the Fund Office has received written notice of the appointment of a guardian, committee, or other legal representative appropriate to claim and receive such benefits on behalf of the Beneficiary.

Section 9.3 – Non-Assignment of Benefits

It is the intention of the Trustees to make it impossible for persons entitled to benefits under these Rules and Regulations to unwisely imperil the provisions made under the P-Plan for their health and death benefits after retirement.

(a) To that end, it is hereby expressly provided that no person shall have the right to assign, alienate, transfer, sell, hypothecate, mortgage, encumber, pledge or anticipate any P-Plan payments or portions thereof, and any such attempted assignment, alienation, transfer, sale, hypothecation, mortgage, encumbrance, pledge or anticipation shall be void and of no effect whatsoever.

(b) In order that such health or death benefits or portions thereof shall not in any way be subject to any legal process, execution, attachment or garnishment or be used for the payment of any claim against any Participant, Employee, or Beneficiary, or be subject to the jurisdiction of any bankruptcy court or

insolvency proceedings by operation of law or otherwise, the Trustees shall have the right to terminate or postpone any benefit payments under the P-Plan.

This section shall not preclude a Participant, Dependent or Beneficiary from making an assignment under which a provider of health care or a funeral home will receive direct payment of benefit amounts that would otherwise be paid to the Participant, Dependent, or Beneficiary.

Section 9.4 – False Statements

If any Participant, Dependent or Beneficiary makes a willfully false or fraudulent statement material to his or her claim or furnishes fraudulent evidence material to his claim, benefits under any Component Plan may be denied, suspended, or discontinued.

Section 9.5 – Right to Recover Overpayments

If for any reason, including circumstances described in Section 9.4, payments are made to any person in excess of the amount to which he or she is entitled under the P-Plan or any Component Plan, the Trustees shall have full authority to recover the amount of the overpayment. That authority shall include, but is not limited to, the right to reduce benefits payable in the future to any person who received an overpayment and the right to reduce benefits payable in the future to any Beneficiary of a Participant who received an overpayment. To the extent permitted by law, and to the extent that such reductions would not jeopardize the intended tax treatment of benefits paid from the P-Plan, the benefits payable from each Component Plan may be reduced for the purpose of recovering overpayments made from the other Component Plan.

ARTICLE 10
HEALTH REIMBURSEMENT ACCOUNT PLAN

Section 10.1 - Establishment and Purpose

(a) The Health Reimbursement Account Plan (the "HRA Plan"), was established effective as of January 1, 2006. The Plan is a Component Plan of the P-Plan sponsored by the Trustees of the Bakery & Confectionery Union & Industry International

Health Benefits Fund. The provisions of the P-Plan are, to the extent applicable, incorporated herein by reference.

(b) The HRA Plan was established and shall be maintained for the purpose of reimbursing certain health care expenses of Participants and their Dependents.

(c) The HRA Plan is intended to qualify as an employer-provided health plan that provides coverage and benefits described by Sections 105(b) and 106 of the Internal Revenue Code ("Code"), and it shall be construed and interpreted, to the greatest extent possible, in a manner consistent with the requirements of those sections of the Code. The HRA Plan also is intended to be a health reimbursement arrangement, as described in Revenue Ruling 2002-41, Notice 2002-45, and subsequent guidance, and shall be construed in a manner consistent with such guidance.

Section 10.2 - Definitions and Construction

(a) The words and phrases used in this document shall have the meanings given to them in the P-Plan unless a different meaning is specified or a new term is defined in the list below, or unless an alternative definition is required by context."Covered Medical Expenses" means amounts that are both defined by section 213 of the Internal Revenue Code and described by subsections (1) through (9) below; that the Participant or Dependent is obligated to pay; and that are not paid by Medicare, by any other plan or policy of medical coverage or medical insurance, or from a Flexible Spending Account under section 125 of the Internal Revenue Code. Covered Medical Expenses include deductible or coinsurance amounts and amounts that exceed applicable benefit caps or allowable charges under any other plan, policy or program. Covered Medical Expenses also include reimbursement of premiums paid on behalf of the Participant or any Dependent of the Participant for medical plan coverage, health insurance, Medicare Part B or D, or the W-Plans of the Health Benefits Fund.

(1) Services and supplies provided by a hospital, outpatient surgical facility, nursing or convalescent home, rehabilitation facility, or alcohol, drug or psychiatric treatment fa-

cility, and that are necessary for the diagnosis or treatment of any illness of or injury to the mind or body.

(2) Services, equipment and supplies provided, prescribed, or ordered by a physician or other licensed health-care practitioner within the scope of the license, and that are necessary for the diagnosis or treatment of any illness of or injury to the mind or body.

(3) Nursing care that can be provided only by a Licensed Practical Nurse (LPN) or Registered Nurse (RN).

(4) Services and supplies provided by a dentist for the diagnosis, treatment, reconstruction, or professional care of the teeth, gums and tissues of the mouth.

(5) Eye examinations, corrective lenses and frames.

(6) Medicines that may legally be dispensed only by prescription, insulin, and prescriptions that must be compounded by a pharmacist.

(7) Hearing aids.

(8) Physicals, other routine examinations, and preventive vaccinations.

(9) Rental charges for durable medical equipment, such as wheelchairs, equipment for the administration of oxygen, or hospital beds. (Benefits may be paid for the purchase of such equipment if the purchase price is lower than the projected cost of rental.)

Exclusions: Covered Medical Expenses do not include, and no benefits will be paid for (a) any services, equipment, or supplies that are prescribed or ordered by a physician or other licensed provider solely for personal hygiene, beautification, comfort or convenience; (b) custodial care that does not require the education, training or technical skills of an RN or LPN; (c) any charges incurred outside the United States of America, except in the event of an emergency that occurs while on a vacation and within the first 90 days of the covered individual's absence from the United States; (d) premiums that you or your Dependents pay for coverage or insurance that is paid for with pre-tax dollars under a flexable spending account (or "cafeteria plan"); or (e) burial expenses for Dependents.

"Health Reimbursement Account" or "Account" shall mean the bookkeeping account established for a Participant who Retires before January 1, 2017, under the HRA Plan for the reimbursement of Covered Medical Expenses.

"Participant" means an Employee who has commenced participation in the HRA Plan in accordance with Section 10.3(a), and whose participation in the HRA Plan has not terminated in accordance with Section 10.3(b).

"Plan Year" means the calendar year.

(b) Except as otherwise clearly indicated by the context, words in the masculine gender shall be deemed to include the feminine gender and vice versa. Words in the singular form shall be deemed to include the plural form and vice versa.

Section 10.3 - Participation

(a) An Employee who has become a participant in the P-Plan in accordance with Section 4.5 before January 1, 2017, shall become a Participant in the HRA Plan upon electing to have all or part of his or her P-Plan benefit allocated to the HRA Plan in accordance with Section 6.1. No Employee who first Retires on or after January 1, 2017, may elect to have any portion of his or her P-Plan benefit allocated to the HRA Plan.

(b) A Participant shall cease to be a Participant as of the earliest of:

(i) the date on which the HRA Plan terminates;

(ii) the date on which the amount credited to his Account has been exhausted;

(iii) the date of his or her death; provided, however, that Covered Medical Expense incurred by a Participant prior to the Participant's death may be reimbursed in accordanced with Section 10.5 and the procedures established under the HRA Plan; or

(iv) the date as of which the Participant's status as a Participant terminates pursuant to Sections 4.4(b), 4.9, 5.3, or 9.4, if applicable.

(c) Notwithstanding anything to the contrary in Section 10.3(b)(iii), in the event that a Participant dies before the amount credited to his Account has been exhausted, the remaining

amount may be used to reimburse Covered Medical Expenses incurred by his or her Dependents who were his or her Dependents while he or she was alive. If the Participant does not have Dependents at the time of his or her death or if all of the Participant's Dependents cease to be Dependents before the Account has been exhausted, the remaining balance in the Account shall be forfeited.

(d) COBRA Continuation Coverage

(1) General. The Dependents of a Participant who has a Health Reimbursement Account are entitled to a temporary extension of health coverage (called "COBRA continuation coverage") at group rates, but at their expense, in certain circumstances where their coverage under the HRA Plan would otherwise end. The following events will entitle covered Dependents ("eligible individuals") to elect COBRA continuation coverage:

(i) The Participant's Spouse has the right to choose COBRA continuation coverage for himself or herself if he or she would otherwise lose coverage under the Plan because of divorce.

(ii) Each of the Participant's non-Spouse Dependents has the right to choose COBRA continuation coverage if he or she would otherwise lose coverage under the Plan because he or she ceases to qualify as a Dependent.

(2) Required Notices to the HRA Plan. The Participant or a Dependent has the responsibility to inform the HRA Plan of a divorce or a child losing Dependent status. When the HRA Plan is notified that one of these events has happened, the HRA Plan will in turn notify the Dependents of the right to choose COBRA continuation coverage.

(3) Choosing COBRA Continuation Coverage. Eligible individuals have 60 days to inform the HRA Plan that they want COBRA continuation coverage, starting from the date they would otherwise lose coverage because of one of the events described above. If an eligible individual does not choose COBRA continuation coverage, his or her coverage under the Plan will end. If an eligible individual chooses COBRA continuation coverage and pays the re-

quired premium, the HRA Plan will give that individual the same coverage that, as of the time coverage is being provided, it provides to similarly situated individuals.

(4) Duration of COBRA Continuation Coverage. Eligible individuals generally may maintain COBRA continuation coverage for up to 3 years. However, COBRA continuation coverage may be cut short for any of the following reasons: the Participant's former Employer no longer provides group health coverage to any of its employees or ceases to contribute to the P-Plan; the eligible individual does not pay the premium for COBRA continuation coverage on time; the eligible individual becomes covered, following the individual's election of COBRA under this HRA Plan, under any other group health plan that does not limit coverage for the individual's pre-existing conditions; or the eligible individual becomes, following the individual's election of COBRA under this HRA Plan, entitled to benefits under and enrolled in Medicare. In no event, however, will benefits be payable under COBRA after the balance in the Participant's Health Reimbursement Account has been exhausted.

Section 10.4 - Health Reimbursement Accounts

(a) There shall be established and maintained on the books of the HRA Plan a Health Reimbursement Account with respect to each Participant, for the purpose of tracking amounts credited and debited to the Participant under the HRA Plan. A Participant shall have no vested right to amounts credited to his Health Reimbursement Account.

(b) Credits and Debits to Health Reimbursement Accounts

(1) At the time an Employee becomes a Participant in the HRA Plan, his or her Health Reimbursement Account shall be credited with the amount elected by the Participant in accordance with Section 6.1. Except as provided in Section 4.9(b), no further amounts, and no interest, shall be credited to Participants' Accounts at any time.

(2) A Participant's Health Reimbursement Account shall be debited in the amount of any Covered Medical Expense reimbursed under the HRA Plan to (or with respect to) the

Participant or his or her Dependents, as soon as administratively practicable after such reimbursement is claimed and approved in accordance with the terms of the HRA Plan. A Health Reimbursement Account may never have a negative balance.

(3) Any amount credited to a Participant's Health Reimbursement Account and not used to reimburse Covered Medical Expenses incurred in a year shall be carried over and shall remain credited to the Participant's Account in the next Plan Year.

(c) Notwithstanding any other provision of the P-Plan or the HRA Plan, if it is determined at any time that the HRA Plan may fail to satisfy any applicable nondiscrimination requirements under the Code, the Trustees may take such action as they deem necessary or appropriate to assure compliance with such requirements. Such action may include, without limitation, a modification of credits to, or balances in the Accounts of, certain Participants, without the consent of such Participants, or the exclusion of certain Participants.

(d) Each Participant shall be provided with access to such information concerning the HRA Plan as the Trustees deem necessary and appropriate, including the amount, if any, credited to the Participant's Health Reimbursement Account, and any debits for the relevant period.

Section 10.5 - Reimbursements of Covered Medical Expenses

(a) A Participant may request and receive reimbursement of Covered Medical Expenses for him or herself and for any Dependent of the Participant, subject to the requirements and limitations set forth in this Article 10.

(b) In order to receive reimbursement of a Covered Medical Expense, a Participant must submit a request for reimbursement in accordance with Section 7.1. The Participant shall be paid the amount claimed in the request as soon as practicable after submitting a reimbursement request, unless the request is denied (in which case the Participant may file a request for review in accordance with the review procedures under the P-Plan). The Participant's Health Reimbursement Account shall

be debited in an amount equal to the amount of each payment to or on behalf of the Participant.

(c) No reimbursement to a Participant may exceed the amount credited to the Participant's Health Reimbursement Account at the time of reimbursement. If a Covered Medical Expense is otherwise reimbursable to the Participant under the HRA Plan but the amount of reimbursement requested exceeds the amount credited to the Participant's Health Reimbursement Account at the time of the request, the Covered Medical Expense shall be reimbursed up to the amount credited to the Account.

(d)

Subject to Sections 10.3(b)(iii) and 10.3(c), only those Covered Medical Expenses incurred while an individual is covered under the HRA Plan as a Participant or Dependent are reimbursable under the Plan. Thus: (1) Covered Medical Expenses incurred before January 1, 2006, or the date an Employee becomes a Participant under the HRA Plan, if later, are not reimbursable under the HRA Plan; and (2) reimbursements shall only be made to a Participant for those Covered Medical Expenses that are incurred on or before the date of the Participant's termination of participation in accordance with Section 10.3(b) and properly submitted for reimbursement in accordance with Section 10.5(b). For this purpose, a Covered Medical Expense is "incurred" when the medical care or service that gives rise to the expense is given or dispensed, or, in the case of insurance premiums, at the time payment is due. The amount credited to a Participant's Account, after payment of all properly submitted claims for reimbursements (including claims submitted under Section 10.3(c), if applicable), shall be forfeited.

(e) For purposes of this Section 10.5, the term "Participant" includes a Dependent of a Participant who is entitled to benefits pursuant to Section 10.3(c) after the Participant's death, a Dependent enrolled in COBRA continuation coverage pursuant to Section 10.3(d), and an Alternate Recipient described in Section 1.7(e).

Section 10.6 - Amendment and Termination

The HRA Plan may be amended and terminated in accordance with the provisions of Article 8.

ARTICLE 11
DEATH BENEFIT ACCOUNT PLAN

Section 11.1 - Establishment and Purpose

(a) The Death Benefit Account Plan (the "DBA Plan") was established effective as of January 1, 2006. The DBA Plan is a Component Plan under the P-Plan sponsored by the Trustees of the Bakery & Confectionery Union & Industry International Health Benefits Fund. The provisions of the P-Plan are, to the extent applicable, incorporated herein by reference.

(b) The DBA Plan was established and shall be maintained for the purpose of providing death benefits to the named Beneficiaries of Participants.

(c) The DBA Plan is intended to qualify as group term life insurance providing excludable death benefits under Sections 79 and 101 of the Internal Revenue Code ("Code"), and it shall be construed and interpreted, to the greatest extent possible, in a manner consistent with the requirements of those sections of the Code.

Section 11.2 - Definitions and Construction

(a) The words and phrases used in this document shall have the meanings given to them in the P-Plan unless a different meaning is specified or a new term is defined in the list below, or unless an alternative definition is required by context.

"Beneficiary" means the person (or persons) named in accordance with Section 11.5(a) or determined in accordance with Section 11.5(b), to receive the amount, if any, credited to a Death Benefit Account or secondary Death Benefit Account under the DBA Plan, or to receive benefits under Section 4.7 that may be payable after a Participant's death.

"Death Benefit Account" or "Account" shall mean the bookkeeping account established for a Participant under the DBA Plan for the payment of death benefits, or a secondary Death Benefit Account as provided by Section 11.4(d) and (e).

"Participant" means an Employee who has commenced participation in the DBA Plan in accordance with Section 11.3(a),

and whose participation in the DBA Plan has not terminated in accordance with Section 11.3(b).

Section 11.3 - Participation

(a) (a) An Employee who has become a participant in the P-Plan in accordance with Section 4.5 and who Retires before January 1, 2017, shall become a Participant in the DBA Plan upon electing to have all or part of his or her P-Plan benefit allocated to the DBA Plan in accordance with Section 6.1, or upon failing to make an election in accordance with Section 6.1. An Employee who has become a participant in the P-Plan in accordance with Section 4.5 and who Retires on or after January 1, 2017, shall become a Participant in the DBA Plan without making any election.

(b) A Participant shall cease to be a Participant as of the earliest of:

(i) the date on which the DBA Plan terminates;

(ii) his or her date of death; or

(iii) the date as of which the Participant's status as a Participant terminates pursuant to Sections 4.4(b), 4.9, 5.3, or 9.4, if applicable.

Section 11.4 - Death Benefit Accounts

(a) There shall be established and maintained on the books of the DBA Plan a Death Benefit Account with respect to each Participant specifying the amount of the death benefit allocated to the Participant. A Participant shall have no vested right to amounts credited to his Death Benefit Account.

(b) If an Employee becomes a Participant in the DBA Plan before January 1, 2017, his or her Death Benefit Account shall be credited with the amount elected by the Participant or allocated to the Participant's Death Benefit Account by default in accordance with Section 6.1. If an Employee becomes a Participant in the DBA Plan on or after January 1, 2017, his or her Death Benefit Account shall be credited with the Participant's entire P-Plan benefit amount, except as provided by subsection (d). Except as provided in Section 4.9, no further amounts, and no interest, shall be credited to Participants' Accounts at any time.

(c) Except as provided in Section 6.1(e), no Participant Retiring before January 1, 2017, may have his or her Account credited by election or default with a death benefit in an amount of more than $50,000, and Participants with employer-paid group term life insurance coverage outside of the Death Benefit Account Plan must elect a death benefit amount that, when added to the amount of such other coverage, is no more than $50,000.

(d) On and after January 1, 2017, if a Participant is entitled to a P-Plan benefit amount that exceeds the maximum amount permitted by subsection (c), the excess amount will be credited to a secondary Death Benefit Account that will be paid upon the death of a person named by the Participant. The Participant may name any of the following for the secondary Death Benefit Account: the Participant's Spouse, a person who bears a relationship to the Participant that is described in section 152(c)(2) or (d)(2) of the Code, or any other person who is financially dependent on the Participant or on whom the Participant is financially dependent. The Participant must make this election at Retirement, and the election cannot be changed after the Fund receives the Participant's written election. The person whom the Participant names shall have no vested right to amounts credited to that Account.

(e) If a Participant dies before Retirement and is entitled to a benefit under Section 4.7 in an amount greater than the maximum amount permitted by subsection (c), a secondary Death Benefit Account will be established as described in subsection (d) to be payable upon the death of the Participant's Spouse. If there is no Spouse, the secondary Death Benefit Account will be payable upon the death of the Participant's oldest surviving child; if there are no children, upon the death of the Participant's oldest surviving parent; and if there are no surviving parents, upon the death of the Participant's oldest surviving sibling. The person for whom the Account is established will be entitled to name a Beneficiary or Beneficiaries pursuant to Section 11.5.

(f) Notwithstanding any other provision of the DBA Plan, if it is determined at any time that the DBA Plan may fail to satisfy any applicable nondiscrimination requirements under the Code, the Trustees may take such action as they deem neces-

sary or appropriate to assure compliance with such requirements. Such action may include, without limitation, a modification of credits to, or balances in the Accounts of, certain Participants, without the consent of such Participants, or the exclusion of certain Participants.

Section 11.5 - Beneficiary Designation

(a) Beneficiary Designation

(1) Participants and Employees may designate a Beneficiary to receive the amount in their Death Benefit Accounts and may change a prior designation at any time, by providing the Fund Office a written, signed beneficiary designation on a form acceptable to the Fund Office.

(2) Participants may designate multiple Beneficiaries to share DBA Plan benefits payable upon the Participant's death, and may designate one or more contingent Beneficiaries in the event that a primary Beneficiary does not survive the Participant.

(3) A designation of Beneficiary or change of Beneficiary will be effective when the signed designation is received by the Fund Office.

(4) With respect to secondary Death Benefit Accounts described in Section 11.4(d), the Participant will have the right to name the Beneficiary who will receive the proceeds of the secondary Death Benefit Account upon the death of the person named pursuant to Section 11.4(d). Multiple and contingent Beneficiaries may be named, as provided in subsection (2). The Participant may name himself or herself as a primary or contingent Beneficiary for this purpose. The Participant may change the Beneficiary designation as provided in subsections (1) and (3).

(b) If a person for whom benefits are payable dies without having designated a Beneficiary, or if no designated Beneficiary is living after the death of a person for whom benefits are payable, any DBA Plan benefit that is payable will be paid to that person's surviving Spouse, or if there is no Spouse, to that person's estate. If the person has no surviving Spouse and no estate, the benefit shall be paid to his or her survivors in the

following order of relationship priority: (i) surviving children, (ii) surviving parents, and (iii) surviving siblings.

(c) Certain Beneficiaries Disregarded. Notwithstanding any other provision of the Plan, in the event that any Beneficiary of a person for whom benefits are payable (including a Spouse) is found guilty of a crime other than an offense based solely on negligent or reckless acts, and that crime caused or contributed to the death of the person, no DBA Plan benefit will be payable to that Beneficiary on account of the person's death. The benefit that would have been payable to that Beneficiary will be paid to the person or persons who would have been entitled to the benefit under the existing Beneficiary designation if the disqualified Beneficiary had predeceased the person, or, if there are no such contingent Beneficiaries, in the order of priority set forth in subsection (b) (but disregarding the disqualified Beneficiary). The Trustees may suspend payment of benefits to a Beneficiary while criminal proceedings are pending.

Section 11.6 - Payment of Death Benefits

(a) A Beneficiary may request and receive payment of death benefits under the DBA Plan, subject to the requirements and limitations set forth in this Section 11.6.

(b) In order to receive payment of the death benefit, a Beneficiary must submit a request for payment in accordance with Section 7.1. The Beneficiary shall be paid the death benefit as soon as practicable after receiving the payment request, unless the request is denied (in which case the Beneficiary may file a request for review in accordance with the review procedures under Article 7). The Participant's Death Benefit Account or the secondary Death Benefit Account, as applicable, shall be reduced to zero to reflect the payment of the benefit to the Beneficiary.

Section 11.7 - Amendment and Termination

The DBA Plan may be amended and terminated in accordance with the provisions of Article 8.

APPENDIX A
P-PLAN 600

P-Plan	Maximum Lifetime Benefit	Hourly Contributions Rate
1	$600.00	$0.010
2	$1,200.00	$0.020
3	$1,800.00	$0.030
4	$2,400.00	$0.040
5	$3,000.00	$0.050
6	$3,600.00	$0.060
7	$4,200.00	$0.070
8	$4,800.00	$0.080
9	$5,400.00	$0.090
10	$6,000.00	$0.100
11	$6,600.00	$0.110
12	$7,200.00	$0.120
13	$7,800.00	$0.130
14	$8,400.00	$0.140
15	$9,000.00	$0.150
16	$9,600.00	$0.160
17	$10,200.00	$0.170
18	$10,800.00	$0.180
19	$11,400.00	$0.190
20	$12,000.00	$0.200
21	$12,600.00	$0.210
22	$13,200.00	$0.220
23	$13,800.00	$0.230
24	$14,400.00	$0.240
25	$15,000.00	$0.250
26	$15,600.00	$0.260
27	$16,200.00	$0.270
28	$16,800.00	$0.280
29	$17,400.00	$0.290
30	$18,000.00	$0.300
31	$18,600.00	$0.310
32	$19,200.00	$0.320
33	$19,800.00	$0.330
34	$20,400.00	$0.340
35	$21,000.00	$0.350
36	$21,600.00	$0.360
37	$22,200.00	$0.370
38	$22,800.00	$0.380
39	$23,400.00	$0.390
40	$24,000.00	$0.400
41	$24,600.00	$0.410
42	$25,200.00	$0.420
43	$25,800.00	$0.430
44	$26,400.00	$0.440
45	$27,000.00	$0.450
46	$27,600.00	$0.460
47	$28,200.00	$0.470
48	$28,800.00	$0.480
49	$29,400.00	$0.490
50	$30,000.00	$0.500
51	$30,600.00	$0.510
52	$31,200.00	$0.520
53	$31,800.00	$0.530
54	$32,400.00	$0.540
55	$33,000.00	$0.550
56	$33,600.00	$0.560
57	$34,200.00	$0.570
58	$34,800.00	$0.580
59	$35,400.00	$0.590
60	$36,000.00	$0.600
61	$36,600.00	$0.610
62	$37,200.00	$0.620
63	$37,800.00	$0.630
64	$38,400.00	$0.640
65	$39,000.00	$0.650
66	$39,600.00	$0.660
67	$40,200.00	$0.670
68	$40,800.00	$0.680
69	$41,400.00	$0.690
70	$42,000.00	$0.700
71	$42,600.00	$0.710
72	$43,200.00	$0.720
73	$43,800.00	$0.730
74	$44,400.00	$0.740
75	$45,000.00	$0.750
76	$45,600.00	$0.760
77	$46,200.00	$0.770
78	$46,800.00	$0.780
79	$47,400.00	$0.790
80	$48,000.00	$0.800
81	$48,600.00	$0.810
82	$49,200.00	$0.820
83	$49,800.00	$0.830
84	$50,400.00	$0.840
85	$51,000.00	$0.850
86	$51,600.00	$0.860
87	$52,200.00	$0.870
88	$52,800.00	$0.880
89	$53,400.00	$0.890

P-Plan	Maximum Lifetime Benefit	Hourly Contributions Rate	P-Plan	Maximum Lifetime Benefit	Hourly Contributions Rate
1	$300.00	$0.005	46	$13,800.00	$0.230
2	$600.00	$0.010	47	$14,100.00	$0.235
3	$900.00	$0.015	48	$14,400.00	$0.240
4	$1,200.00	$0.020	49	$14,700.00	$0.245
5	$1,500.00	$0.025	50	$15,000.00	$0.250
6	$1,800.00	$0.030	51	$15,300.00	$0.255
7	$2,100.00	$0.035	52	$15,600.00	$0.260
8	$2,400.00	$0.040	53	$15,900.00	$0.265
9	$2,700.00	$0.045	54	$16,200.00	$0.270
10	$3,000.00	$0.050	55	$16,500.00	$0.275
11	$3,300.00	$0.055	56	$16,800.00	$0.280
12	$3,600.00	$0.060	57	$17,100.00	$0.285
13	$3,900.00	$0.065	58	$17,400.00	$0.290
14	$4,200.00	$0.070	59	$17,700.00	$0.295
15	$4,500.00	$0.075	60	$18,000.00	$0.300
16	$4,800.00	$0.080	61	$18,300.00	$0.305
17	$5,100.00	$0.085	62	$18,600.00	$0.310
18	$5,400.00	$0.090	63	$18,900.00	$0.315
19	$5,700.00	$0.095	64	$19,200.00	$0.320
20	$6,000.00	$0.100	65	$19,500.00	$0.325
21	$6,300.00	$0.105	66	$19,800.00	$0.330
22	$6,600.00	$0.110	67	$20,100.00	$0.335
23	$6,900.00	$0.115	68	$20,400.00	$0.340
24	$7,200.00	$0.120	69	$20,700.00	$0.345
25	$7,500.00	$0.125	70	$21,000.00	$0.350
26	$7,800.00	$0.130	71	$21,300.00	$0.355
27	$8,100.00	$0.135	72	$21,600.00	$0.360
28	$8,400.00	$0.140	73	$21,900.00	$0.365
29	$8,700.00	$0.145	74	$22,200.00	$0.370
30	$9,000.00	$0.150	75	$22,500.00	$0.375
31	$9,300.00	$0.155	76	$22,800.00	$0.380
32	$9,600.00	$0.160	77	$23,100.00	$0.385
33	$9,900.00	$0.165	78	$23,400.00	$0.390
34	$10,200.00	$0.170	79	$23,700.00	$0.395
35	$10,500.00	$0.175	80	$24,000.00	$0.400
36	$10,800.00	$0.180	81	$24,300.00	$0.405
37	$11,100.00	$0.185	82	$24,600.00	$0.410
38	$11,400.00	$0.190	83	$24,900.00	$0.415
39	$11,700.00	$0.195	84	$25,200.00	$0.420
40	$12,000.00	$0.200	85	$25,500.00	$0.425
41	$12,300.00	$0.205	86	$25,800.00	$0.430
42	$12,600.00	$0.210	87	$26,100.00	$0.435
43	$12,900.00	$0.215	88	$26,400.00	$0.440
44	$13,200.00	$0.220	89	$26,700.00	$0.445
45	$13,500.00	$0.225	90	$27,000.00	$0.450

APPENDIX A
P-PLAN 300

P-Plan	Maximum Lifetime Benefit	Hourly Contributions Rate
91	$27,300.00	$0.455
92	$27,600.00	$0.460
93	$27,900.00	$0.465
94	$28,200.00	$0.470
95	$28,500.00	$0.475
96	$28,800.00	$0.480
97	$29,100.00	$0.485
98	$29,400.00	$0.490
99	$29,700.00	$0.495
100	$30,000.00	$0.500
101	$30,300.00	$0.505
102	$30,600.00	$0.510
103	$30,900.00	$0.515
104	$31,200.00	$0.520
105	$31,500.00	$0.525
106	$31,800.00	$0.530
107	$32,100.00	$0.535
108	$32,400.00	$0.540
109	$32,700.00	$0.545
110	$33,000.00	$0.550
111	$33,300.00	$0.555
112	$33,600.00	$0.560
113	$33,900.00	$0.565
114	$34,200.00	$0.570
115	$34,500.00	$0.575
116	$34,800.00	$0.580
117	$35,100.00	$0.585
118	$35,400.00	$0.590
119	$35,700.00	$0.595
120	$36,000.00	$0.600
121	$36,300.00	$0.605
122	$36,600.00	$0.610
123	$36,900.00	$0.615
124	$37,200.00	$0.620
125	$37,500.00	$0.625
126	$37,800.00	$0.630
127	$38,100.00	$0.635
128	$38,400.00	$0.640
129	$38,700.00	$0.645
130	$39,000.00	$0.650
131	$39,300.00	$0.655
132	$39,600.00	$0.660
133	$39,900.00	$0.665
134	$40,200.00	$0.670
135	$40,500.00	$0.675
136	$40,800.00	$0.680
137	$41,100.00	$0.685
138	$41,400.00	$0.690
139	$41,700.00	$0.695
140	$42,000.00	$0.700
141	$42,300.00	$0.705
142	$42,600.00	$0.710
143	$42,900.00	$0.715
144	$43,200.00	$0.720
145	$43,500.00	$0.725
146	$43,800.00	$0.730
147	$44,100.00	$0.735
148	$44,400.00	$0.740
149	$44,700.00	$0.745
150	$45,000.00	$0.750
151	$45,300.00	$0.755
152	$45,600.00	$0.760
153	$45,900.00	$0.765
154	$46,200.00	$0.770
155	$46,500.00	$0.775
156	$46,800.00	$0.780
157	$47,100.00	$0.785
158	$47,400.00	$0.790
159	$47,700.00	$0.795
160	$48,000.00	$0.800
161	$48,300.00	$0.805
162	$48,600.00	$0.810
163	$48,900.00	$0.815
164	$49,200.00	$0.820
165	$49,500.00	$0.825
166	$49,800.00	$0.830
167	$50,100.00	$0.835
168	$50,400.00	$0.840
169	$50,700.00	$0.845
170	$51,000.00	$0.850
171	$51,300.00	$0.855
172	$51,600.00	$0.860
173	$51,900.00	$0.865
174	$52,200.00	$0.870
175	$52,500.00	$0.875
176	$52,800.00	$0.880
177	$53,100.00	$0.885

BAKERY AND CONFECTIONERY UNION AND INDUSTRY INTERNATIONAL HEALTH BENEFITS FUND

P-PLAN BENEFICIARY FORM

Pensioner's Information (Please Print):

Pensioner's Name (Last, First, Middle Initial)

Pension Number | Social Security Number

Street Address

City | State | Zip Code

To the Board of Trustees:

I hereby designate as my beneficiary to receive any benefits that may be payable after my death under the P-Plan, the following:

Beneficiary Information (*First Choice):

Beneficiary's Name (Last, First, Middle Initial)

Relationship

Street Address

City | State | Zip Code

I hereby designate as my second beneficiary (CHECK ONE):

_____ (A) Jointly with the above beneficiary.

_____ (B) Only if the above beneficiary is not alive at my death.

Beneficiary (*Second Choice):

Beneficiary's Name (Last, First, Middle Initial)

Relationship

Street Address

City | State | Zip Code

***Please use the back of this form to add additional beneficiaries.**

Signature of Pensioner (Required) **Date**

I hereby designate as my third beneficiary (CHECK ONE):
_____ (A) Jointly with the above beneficiaries.
_____ (B) Only if the above beneficiaries are not alive at my death.

Beneficiary (Third Choice):

Beneficiary's Name (Last, First, Middle Initial)

Relationship

Street Address

City State Zip Code

I hereby designate as my fourth beneficiary (CHECK ONE):
_____ (A) Jointly with the above beneficiaries.
_____ (B) Only if the above beneficiaries are not alive at my death.

Beneficiary (Fourth Choice):

Beneficiary's Name (Last, First, Middle Initial)

Relationship

Street Address

City State Zip Code

I hereby designate as my fifth beneficiary (CHECK ONE):
_____ (A) Jointly with the above beneficiaries.
_____ (B) Only if the above beneficiaries are not alive at my death.

Beneficiary (Fifth Choice):

Beneficiary's Name (Last, First, Middle Initial)

Relationship

Street Address

City State Zip Code

Signature of Pensioner (Required) **Date**

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