

**LOCAL 463-ENTENMANN'S
SALESPERSONS TRUST FUND
(As amended through October 1, 2014)**

INTRODUCTION

The Plan is being restated to include amendments adopted since the last submission of the Plan to the Internal Revenue Service including amendments required by the Economic Growth and Tax Relief Reconciliation Act of 2001 (EGTRRA) (with technical corrections made by the Job Creation and Worker Assistance Act of 2002 (JCWAA), the Pension Funding Equity Act of 2004 (PFEA), the American Jobs Creation Act of 2004 (AJCA), the Katrina Emergency Tax Relief Act of 2005 (KETRA), the Gulf Opportunity Zone Act of 2005 (GOZA), the Pension Protection Act of 2006 (PPA), and the US Troop Readiness, Veterans' Care, Katrina Recovery, and Iraq Accountability Appropriations Act, the Heroes Earnings Assistance and Relief Tax Act of 2008 (HEART ACT), the Worker, Retiree, and Employer Recovery Act of 2008 (WRERA), and certain subsequent legislation and related pronouncements of the Internal Revenue Service ("IRS").

ARTICLE 1 ESTABLISHMENT

1.01 Establishment of Trust and Name.

. Plan and Plan Sponsor. This Plan, the Local 463 Entenmann's Salespersons Trust Fund was established through collective bargaining between the Plan Sponsor and Teamsters Local 463 and Teamsters Local 570. The original Plan Sponsor was Entenmann's Inc. The Plan Sponsor as reflected in the current collective bargaining agreements under which the Plan is maintained and operated is Orograin Bakeries Sales, Inc. The term Plan Sponsor as used in this Plan shall refer to such entity and to its successor or successors as may exist from time to time.

1.02 Purpose. The Trust and Plan have been established for the exclusive purpose of providing benefits to participants and their beneficiaries at or after separation from service and defraying the reasonable expenses of operation and administration. This is a single employer collectively bargained plan.

1.03 Trustees. The operation and administration of the Trust and Plan shall be the responsibility of a board of Employer and Union representatives. The Board of Trustees shall consist of three persons, one appointed by Orograin Bakeries Sales, Inc., one appointed by Teamsters Local 463 and one appointed by Teamsters Local 570. Orograin Bakeries Sales, Inc. may appoint and remove the Employer representative at will. Each Local Union may appoint and remove its Union representative at will. Any person or group of persons may serve in more than one fiduciary capacity with respect to the Trust and Plan, including combined control over the operation and administration of the Trust, the Plan and their assets.

1.04 Powers of Trustees. The Trustees are the plan administrator and named fiduciary of the Plan under ERISA. They shall administer the Plan and have all authority and discretion of a legal or equitable owner of the assets of the Trust to manage and control the Plan and Plan assets which are not reserved to the Employer or Union or delegated to others through the Trust Agreement or other action, including contracts.

The Board shall have exclusive authority and discretion to manage and control the assets of the Fund, except to the extent that such authority to manage, acquire, or dispose of the assets of the Fund is delegated to one or more investment managers within the meaning of Section 3(38) of ERISA.

The Board is hereby empowered to appoint an investment manager or managers to manage, acquire, or dispose of any assets of the Fund. If an investment manager or managers shall be appointed in accordance with the terms of the Trust, no Trustee shall be liable for the acts or omissions of such investment manager or managers or be under an obligation to invest or otherwise manage any asset of the Plan which is subject to the management of such investment manager, except to the extent required by law.

The Trustees may from time to time transfer to a common, collective, or pooled trust fund maintained by a trustee in accordance with Revenue Ruling 81-100, as amended from time to time, all or such part of the Fund as the Trustees may deem advisable. Such part or all of the Fund so transferred shall be subject to all terms and provisions of the common, collective, or pooled trust fund which contemplate the commingling for investment purposes of such trust assets with trust assets of other pension trusts.

The Trustees also may invest in all types of securities, cash or cash equivalents, and other property, and in various types of investment vehicles, of whatsoever nature, including, but not limited to, insurance company separate accounts and contracts, mutual funds, and other vehicles, to the extent they deem prudent. The Trustees may retain an independent investment consultant to review and recommend such investments.

1.05 Term of Trustee. A Trustee may resign or be replaced at any time. No resignation or removal shall be effective until a successor has been appointed and accepted the duties of a Trustee.

1.06 Action of Trustees. The Trustees may take any action relating to the Trust or Plan at a duly called meeting or by signature of the necessary number of Trustees on a written document authorizing action. The Manager or a Trustee may call a meeting. Meetings may be conducted by telephone or other electronic means.

1.07 Voting. The Employer Trustee shall have two votes and each Union Trustee shall have one vote. Decisions shall be made by majority vote.

1.08 Deadlock. A deadlock may only be resolved by arbitration. The Employer Trustee or the Union Trustees may initiate arbitration after a deadlock by a demand filed with an office of the American Arbitration Association in Philadelphia, Pennsylvania or in New York City under its Impartial Umpire Rules for Arbitration of Impasses Between Trustees of Joint Employee Benefit Trust Funds. The expenses of the arbitration (including the filing fee and

reasonable legal fees and costs of both sides) shall be paid as administrative expenses of the Trust unless otherwise provided by the arbitrator or Trustees.

1.09 Notices. Any notice shall be in writing and be sufficient if properly deposited for first class mail delivery to the Plan office with copies to the Employer and Union. Any notice from the Plan shall be in writing and be sufficient if deposited for first class mail delivery to the most recent address of the person or organization in the records of the Trust or Plan. With the advance consent of the Trustees, notice to the Trustees will be proper if in writing and properly addressed and sent via e-mail.

1.10 Construction. The Trust Agreement and Plan shall be construed to maintain qualified status under the IRC and relative simplicity of language. The following rules illustrate this principle.

(a) The use of any word or phrase includes all related terms or synonyms fairly required by context.

(b) A masculine, feminine or neuter pronoun includes the other genders.

(c) The singular includes the plural and the plural the singular.

(d) "Or" includes "and" and "the" includes "a" or "an." The verb "include" and variants are not limiting.

(e) The Trust Agreement, Plan and related documents shall be construed as a consistent set of documents with differences of language considered matters of style rather than an indication of different legal obligations absent a change in governing law or other clear indication of an intended substantive difference. In the case of ambiguity, the Plan shall be interpreted in a manner so as to comply with the Internal Revenue Code of 1986, as amended and the Employee Retirement Income Security Act of 1974, as amended (ERISA).

1.11 Choice of Law. The Trust Agreement and Plan shall be administered and construed under the internal laws of Pennsylvania when reference to state law is necessary or appropriate, except to the extent preempted by the Employee Retirement Income Security Act of 1974, as amended.

1.12 Severability. If any part of the Trust Agreement or Plan is or becomes illegal, unenforceable or impracticable, it shall be modified or removed in the manner most consistent with the purpose of the Trust Agreement or Plan. The remainder of the Trust Agreement or Plan shall continue in full force and effect.

ARTICLE 2 ADMINISTRATION

2.01 Duties and Powers of Manager. The Trustees may appoint a Manager to exercise all or part of the powers of the Trustees under the Plan and Trust Agreement on a day-to-day basis and execute the policies of the Trustees. A Manager shall have the authority and discretion necessary or appropriate to the performance of his duties.

2.02 Discretion. The Trustees may interpret the Trust Agreement and Plan. Their exercise of discretion or determination of questions arising in the administration, interpretation and application of the Trust Agreement or Plan shall be final and binding except to the extent otherwise provided by law. The Trustees may correct any defect, reconcile any inconsistency, supply any omission and modify impracticable provisions of a Plan in a manner consistent with the purpose of the Trust and Plan.

2.03 Consultants. The Trustees may engage accountants, actuaries, lawyers, medical and clerical consultants or other advisers, agents and employees. The costs of such advisers, agents or employees shall be paid from Plan assets.

2.04 Delegation and Allocation of Responsibility. The Trustees may delegate any duty or power with respect to the Plan or Plan assets or allocate duties among themselves by written or other direction, including contracts.

2.05 Reliance. The Trustees and their delegees and agents may rely upon written information from others. They may also rely on the advice, report or other work product of an actuary, accountant, lawyer, investment adviser or other professional or expert engaged by the Plan or Trust in the performance of their duties.

2.06 Limitation of Liability. The Trustees shall not be liable to anyone for acts or omissions in any aspect of the establishment, operation, administration or termination of the Plan or Trust except as required by law. The appointment of an Investment Manager shall relieve the Trustees of responsibility and liability for investment management delegated to the Investment Manager.

2.07 Indemnity. The Plan shall indemnify the Trustees against any loss or liability by reason of acts or omissions in the establishment, operation, administration or termination of the Plan or Trust to the maximum extent allowed by law. The Trustees may purchase insurance with Plan assets to cover potential liability of the Trustees and others or liability or loss of the Plan, subject to law. The Trustees may use Plan assets to provide indemnity to other parties, subject to law.

2.08 Termination of the Plan. The Employer and Union may terminate the Plan at any time by written agreement. On termination, the Trustees shall distribute Plan assets to Participants and take any other action which is necessary, appropriate or incidental to termination of the Plan.

2.09 Amendment. The Trust Agreement or Plan may be amended by the Trustees or by written agreement of the Employer and Union. An amendment by the Employer and Union shall override any inconsistent action of the Trustees. No amendment shall cause Plan assets to be used for, or diverted to, any purpose other than the exclusive benefit of Participants, Spouses and beneficiaries and payment of reasonable expenses of the Plan. Notwithstanding the foregoing, the Trustees may make any amendment they determine to be necessary or desirable, with or without retroactive effect, to comply with ERISA or the Internal Revenue Code. No amendment shall decrease a Participant's account balance or eliminate any protected benefit within the meaning of IRC 411(d)(6).

2.10 Amendment of Vesting Schedule. If the vesting schedule is amended, the nonforfeitable interest of a Participant under the Plan, determined as of the later of the date the amendment is adopted or the date it becomes effective, shall not be less than the Participant's nonforfeitable interest under the Plan without regard to such amendment. If the Plan's vesting schedule is amended, each Participant with 3 or more "years of service" (as this term is defined by IRC 410(a)(3)) may elect to have his nonforfeitable interest determined under the Plan without regard to such amendment. The Participant's election shall be made within 60 days after the latest of (a) the date the amendment is adopted, (b) the date the amendment becomes effective, or (c) the date the Participant is given written notice of the amendment.

2.11 Merger, Consolidation or Transfer of Assets or Liabilities. The Trustees or Employer and Union may merge or consolidate the Plan with or transfer Plan assets to any other defined contribution plan qualified under IRC Section 401 in accordance with law. Each Account or benefit payable from an Account under the Plan immediately after a merger, consolidation or transfer shall not be less than the Account or benefits under the Plan immediately before the merger, consolidation or transfer.

ARTICLE 3 ELIGIBILITY AND ACCOUNTS

3.01 Eligible Employees. An Eligible Employee is an Employee of the Employer who is represented by the Union, and is in a bargaining unit for which the Union has negotiated with the Employer to make contributions to this Plan. In addition, an Employee of the Employer shall remain an Eligible Employee if he ceases to be represented by the Union for collective bargaining purposes and becomes represented by another Teamsters Local Union for collective bargaining purposes but only for the period during which the applicable collective bargaining agreement requires contributions to be made to the Plan. No Key Employee (as defined in IRC 416) may be a participant in the Plan under any circumstances.

3.02 Entry Date. An Eligible Employee shall participate in the Plan on the first day for which his Employer is required to make a contribution to the Fund on his behalf under the terms of the applicable Collective Bargaining Agreement. No Collective Bargaining Agreement may require an Eligible Employee to be credited with more than 1,000 Hours of Service in order for the Employer to be required to make contributions to the Plan on his behalf, except to the extent otherwise permitted by law.

3.03 Termination of Participation. Participation in the Plan shall terminate when the Account of a Participant has been reduced to zero through a cash payment, transfer to another qualified plan or Individual Retirement Account, irrevocable commitment of an insurer or other events.

3.04 Reemployment. The rights of an Employee on a return to Covered Service after separation depends on his Account balance and the cause of the absence.

(a) In the absence of a Termination of Participation, the Employee shall remain a Participant. Contributions for his Hours of Service may be delayed for not more than 1,000 Hours of Service after return to Covered Service as an Eligible Employee in accordance with the Collective Bargaining Agreement with Employer.

(b) An Employee who is in military service covered by the Uniformed Services Employment and Reemployment Rights Act of 1994 shall not be considered to have terminated employment.

3.05 Immediate Vesting. A Participant has a nonforfeitable right to his full Account as it accrues.

3.06 Notices. Each Participant, Spouse and Beneficiary shall provide the Plan with a current mailing address and such other information as the Trustees may request. Any notice from the Plan shall be sufficient if mailed to the last address provided to the Plan.

3.07 Account. The interest of a Participant in the Plan and all benefits payable under the Plan with respect to a Participant are based on the balance in his individual account with the Plan. The balance in the account of a Participant is the sum of the contributions, earnings, losses and expenses allocated to the account. Any payment required to satisfy a Qualified Domestic Relations Order or other payment to or on behalf of a Participant shall reduce the account.

3.08 Allocation of Employer Contributions. Employer contributions are allocated to Participants as received for work by each Participant or as otherwise provided in a Collective Bargaining Agreement. No contributions are required or permitted to be made by Participants. The current contribution rates and contribution rules are reflected in the applicable collective bargaining agreements and also set forth in Appendix A of the Plan, as such may be amended from time to time.

3.09 Allocation of Investment Gain or Loss. Plan assets shall be valued at fair market value on each Valuation Date. The total shall be reduced by contributions for the current Plan Year and other appropriate adjustments. The resultant gain or loss in Plan Assets and any forfeitures are allocated annually to all Participants remaining in the Plan on the Valuation Date for the Plan Year. The gain or loss is allocated to each Account in the proportion which the Account (adjusted for any distribution during the year) bore at the last Valuation Date to the sum of all Accounts on the same date.

3.10 Allocation of Expenses. General overhead expenses of the Plan are allocated to each Account as part of the overall gain or loss in Plan assets. The Trustees may charge the Account payable to a Participant, Spouse or Beneficiary for individual services to the extent permitted by law.

3.11 Maximum Contribution. Notwithstanding any other provision of the Plan to the contrary, the total Annual Additions made to the Account of a Participant for any Limitation Year shall not exceed the maximum Annual Additions permitted under Section 415 of the Code. The final regulations issued under Code Section 415 are herein incorporated by reference .

For limitation years commencing January 1, 1995 through December 31, 2001, no Participant shall have Annual Additions credited to his Account for any Limitation Year in excess of the lesser of \$30,000 (as adjusted for increases in the cost-of-living under section 415(d) of the Code) or 25% of Compensation paid to the Participant by all Participating Employers for such Limitation Year. For Limitation Years beginning on or after January 1, 2002, The Annual Addition that may be contributed or allocated to a Participant's Account under the Plan for any Limitation Year shall not exceed the lesser of:

(i) \$40,000, as adjusted for increases in the cost-of-living under Section 415(d) of the Code, or

(ii) 100 percent of the Participant's Compensation. The Compensation Limit referred to in this clause (ii) shall not apply to any contribution for medical benefits after separation from service (within the meaning of Section 401(h) or Section 419A(f)(2) of the Code) which is otherwise treated as an Annual Addition.

For limitation years beginning on or after January 1, 1998, Compensation shall include elective amounts that are not included in the gross income of the employee by reason of IRC Section 132(f)(4). See Definition of Compensation.

3.12 Non-Discrimination. Notwithstanding any other provision of the Plan to the contrary, to the extent, if in the future, non-collectively bargained participants shall be permitted to participate in this Plan, then the contributions for any highly compensated employee (as defined in IRC 414(q), as amended from time to time) and benefits, rights and features under the Plan of any such employee shall at all times be limited to an amount that is non-discriminatory under IRC 401(a)(4).

ARTICLE 4 PAYMENT OF BENEFITS

4.01 Distribution of Benefits in General. Any benefit due a Participant, Spouse, or Beneficiary shall be paid only after death, Termination of Employment or termination of the Plan unless otherwise required by law. Payment shall be made in the manner and at the time provided by the Plan.

4.02 Mandatory Payment. Payment shall begin no later than April 1 following the close of the Plan Year in which a Participant attains age 70 ½. The annual payment will not be less than the amount required by Code Section 401(a)(9) and applicable regulations without recalculation of life expectancy. The Plan incorporates by reference herein the final Treasury regulations issued under IRC 401(a)(9), Treas. Reg. Sec. 1.401(a)(9)-1 through -(9) issued on April 17, 2002 and June 15, 2004 including the incidental death benefit rule.

Notwithstanding any provision in this Article 4 to the contrary, a Participant or Beneficiary who would have qualified to receive a required minimum distribution for 2009 but for the enactment of Code Section 401(a)(9)(H) ("2009 RMDs"), and who would have satisfied the requirements by receiving distributions that are (1) equal to the 2009 RMDs or (2) one or more payments in a series of substantially equal distributions (that include the 2009 RMDs) made at least annually and expected to last for the life (or life expectancy) of the participant, the joint lives (or joint life expectancy) of the participant and the participant's designated beneficiary, or for a period of at least 10 years ("Extended 2009 RMDs"), will not receive those distributions for 2009 unless the participant or beneficiary chooses to receive such distributions. Participants and beneficiaries described in the preceding sentence will be given the opportunity to elect to receive the distributions described in the preceding sentence. A direct rollover will be available for distributions that would be "Eligible Rollover Distributions" without regard to Code Section 401(a)(9)(H).

4.03 Small Benefits. Except as provided in Section 4.02 above, there is no "force out" or mandatory distribution of Plan benefits.

4.04 Normal Retirement. Absent the consent of the Participant, payment of benefits shall commence in the Normal Form not later than the sixtieth (60th) day after the latest of:

- (a) the close of the Plan Year in which a Participant attains age 65,
- (b) the close of the Plan year including the fifth (5th) anniversary of the Participant's Entry Date; or
- (c) Termination of Employment.

The failure of the Participant (and if applicable, his Spouse) to consent to a distribution shall be treated as an election to defer the distribution.

4.05 Early Retirement. A Participant may request payment of his Account in the Normal Form or, with the consent of his Spouse, a lump sum after Termination of Employment.

4.06 Termination of Employment. A Termination of Employment is a total separation from service with and cessation of the performance of services for Orograin Bakeries Sales Inc. and all entities that are affiliated with such Company within the meaning of Section 414(b), (c), (m), or (o) of the Code, which separation from service is intended to be permanent.

4.07 Termination of Employment or Plan. With the consent of any Spouse, a Participant may request payment of his Account in the Normal Form or a lump sum on Termination of Employment or termination of the Plan.

4.08 Payment Settlement Options. The Plan will provide benefits payable in one or more of the following forms at the election of the Participant (and his Spouse, if he is married). Rules relating to married participants are set forth in Article V.

(a) The balance in the Account may be applied to the purchase of an annuity for the Participant's life, or for the joint lives of the Participant and his Spouse.

(b) The benefit may be paid directly from the Plan in the form of a lump sum distribution. A Participant or Beneficiary who elects to receive benefits in the form of a lump sum may choose to receive the payment after the audit for the Plan Year has been completed. Alternatively, such Participant or Beneficiary may elect to receive a portion of his Account balance not to exceed (a) plus (b), where (a) equals Sixty Six and Two-Thirds Percent of the balance in his Account as of the Valuation Date for the last Plan Year for which an audit has been completed, and (b) equals the amount of contributions made to the Plan on his behalf after the Valuation Date for the last Plan Year for which an audit has been completed. Such Participant shall then receive the balance of his Account after the audit for the Plan Year in which he requests the distribution is completed. A Participant or Beneficiary may elect a direct rollover of all or part of his distribution in accordance with the rules set forth in Section 4.12 and 4.13 hereof.

4.09 Domestic Relations Order. The Plan shall satisfy the requirements of IRC 414(p) with respect to domestic relations orders as defined therein ("Domestic Relations Orders"). The Plan shall satisfy the following requirements upon receipt of a Domestic Relations Order and treat the Domestic Relations Order as a claim for benefits under the Plan.

(a) The Participant and any earlier alternate payee shall be notified of receipt of the Domestic Relations Order and the procedures of the Plan for determining the qualified status of the Domestic Relations Order.

(b) Within a reasonable period after receipt of the Domestic Relations Order, the Trustees or Plan staff shall determine whether the Domestic Relations Order is a Qualified Domestic Relations Order and notify the Participant and each alternate payee of the determination.

(c) The Plan shall separately account for the amount payable to the alternate payee under the Domestic Relations Order pending determination of the qualified status of the Domestic Relations Order.

(d) The Plan shall pay the segregated amount and any interest to the alternate payee under the Domestic Relations Order upon a final determination that the Domestic Relations Order is a Qualified Domestic Relations Order on or before eighteen months after the date on which the first payment would be required under the Domestic Relations Order. The

segregated amount shall be paid to the Participant or alternate payee otherwise entitled to all or a portion of the segregated amount in the absence of a final determination of the qualified status of the Domestic Relations Order by that date.

(e) Upon a final determination that a Domestic Relations Order is a Qualified Domestic Relations Order, the Plan shall pay all benefits becoming due after the final determination in accordance with the Qualified Domestic Relations Order at any time after the Participant's earliest retirement age within the meaning of Section 414(p) of the Code.

4.10 No Assignment of Benefits. An Account or benefit under the Plan may not be assigned or alienated other than through a Qualified Domestic Relations Order or by reason of a judgment (including criminal convictions) and settlements relating to the Plan as provided in Code Sections 401(a)(13)(C) and (D). Unless prohibited by law, this remedy shall not preclude any other or greater right of offset or recovery by the Plan allowed by ERISA.

4.11 Facility of Payment. The Trustees may redirect payments for a Participant, Spouse or Beneficiary who becomes incompetent by reason of age, illness, infirmity or incapacity of any kind. The Plan may make payment directly to persons providing services for the incompetent or to a person selected by the Trustees to disburse the money for the benefit of the incompetent. Any payments made pursuant to this section shall be charged against the Account or benefit payable to the incompetent.

4.12 Rollovers. This section applies to distributions made on or after January 1, 1993. Notwithstanding any provision of the Plan to the contrary that would otherwise limit a distributee's election under this part, a distributee may elect, at the time and in the manner prescribed by the plan administrator, to have any portion of an eligible rollover distribution that is equal to at least \$500 paid directly to an eligible retirement plan specified by the distributee in a direct rollover as those terms are defined below.

(a) Eligible rollover distribution: An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated beneficiary, or for a specified period of ten years or more; any distribution to the extent such distribution is required under Code Section 401(a)(9); any hardship distribution described in Code Section 401(k)(2)(B)(i)(IV) received after December 31, 1998, the portion of any distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities); and any other distribution(s) that is reasonably expected to total less than \$ 200 during a year.

(b) Eligible retirement plan: An eligible retirement plan is an individual retirement account described in Code Section 408(a), an individual retirement annuity described in Code Section 408(b), an annuity plan described in Code Section 403(a), or a qualified plan described in Code Section 401(a), that accepts the distributee's eligible rollover

distribution. However, for Plan Years before January 1, 2002, in the case of an eligible rollover distribution to the surviving spouse, an eligible retirement plan is an individual retirement account or individual retirement annuity.

Effective for Plan Years after December 31, 2001, an eligible retirement plan shall also include an annuity contract described in Section 403(b) of the Code and an eligible plan under section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this plan. In addition, the definition of eligible retirement plan applicable for a Participant shall also apply in the case of a distribution to a surviving spouse, or to a spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in section 414(p) of the Code.

Effective for distributions made after December 31, 2007, for purposes of the direct rollover provisions of this Section 4.12 of the Plan, an “eligible retirement plan” shall also mean a Roth IRA as described in Code Section 408A.

(c) **Distributee:** A distributee includes an employee or former employee. In addition, the employee’s or former employee’s surviving spouse and the employee’s or former employee’s spouse or former spouse who is the alternate payee under a Qualified Domestic Relations Order are distributees with regard to the interest of the spouse or former spouse.

(d) **Direct rollover:** A direct rollover is a payment by the plan to the eligible retirement plan specified by the distributee.

4.13 Direct Rollovers by Nonspouse Beneficiaries.

(a) Application. Effective January 1, 2008, notwithstanding any provision of the Plan to the contrary that would otherwise limit a Nonspouse Beneficiary’s election under this Section, a Nonspouse Beneficiary may elect, at the date and in the manner prescribed by the plan administrator, to have any portion of an Eligible Rollover Distribution paid directly in a trustee-to-trustee transfer to an eligible IRA specified by the Nonspouse Beneficiary in a Direct Rollover.

(b) Definitions.

(i) **Direct Rollover.** For purposes of the Section 4.13, a Direct Rollover is a payment by the Plan to an Eligible IRA specified by the Nonspouse Beneficiary.

(ii) **Eligible IRA.** An Eligible IRA is an Individual Retirement Account described in Code Section 408(a) and an Individual Retirement Annuity described in Code Section 408(b) (collectively, “IRA”). In accordance with the provisions of Code 402(c)(11), the Eligible IRA must be established for the purpose of receiving the plan distribution on behalf of the Nonspouse Beneficiary and must be treated as an inherited IRA within the meaning of Code Section 408(d)(3). Title of the Eligible IRA must identify

thed

deceased participant and the Nonspouse Beneficiary.

(iii) **Eligible Rollover Distribution.** For the purposes of this Section 4.13, an Eligible Rollover Distribution is any distribution within the meaning of Code Section 402(c)(4), without regard to the requirement that the distribution be made to the Participant or the Participant's spouse.

(iv) **Nonspouse Beneficiary.** A Nonspouse Beneficiary includes any person who is a designated beneficiary within the meaning of Code Section 401(a)(9)(E) (other than a spouse or alternate payee) and any trust, provided the beneficiaries of the trust are designated beneficiaries within the meaning of Code Section 401(a)(9)(E).

(c) **Effect of Minimum Required Distributions on Direct Rollovers by Nonspouse Beneficiaries.**

(i) If the Participant dies before his Required Beginning Date, as determined in accordance with Code Section 401(a)(9), the amount eligible for rollover by a Nonspouse Beneficiary is determined under the 5-year rule described in Code Section 401(a)(9)(B)(ii) or the life expectancy rule described in Code Section 401(a)(9)(B)(iii). If the 5-year rule applies, and the distribution is made prior to the end of the year following the year of death, the Nonspouse Beneficiary may determine the required minimum distribution amount using the life expectancy rule, provided the determination is made using the same designated beneficiary.

(ii) If the Participant dies on or after his Required Beginning Date, determined in accordance with Code Section 401(a)(9), for the year of the Participant's death, the required minimum distribution not eligible for rollover by a Nonspouse Beneficiary is the same as the amount that would have applied if the Participant were still alive and elected a direct rollover. For the years after the Participant's death, the required minimum distribution is determined in accordance with Code Section 401(a)(9).

(iii) The amount not eligible for Direct Rollover by a Nonspouse Beneficiary includes all undistributed required minimum distributions for the year in which the Direct Rollover occurs and any prior year, including years before the Participant's death.

4.14 Non-Spouse Beneficiaries

Effective for distributions payable to a Non-Spouse Beneficiary after December 31, 2009, if a distribution would be an Eligible Rollover Distribution (as defined in Section 4.13(b)(iii)), it shall be treated as an Eligible Rollover Distribution for all purposes of the Plan and an Eligible IRA (as defined in Section 4.13(b)(ii)) shall be treated as an Eligible Retirement Plan.

ARTICLE 5 SURVIVOR AND DEATH BENEFITS

5.01 Qualified Joint and Survivor Annuity and Qualified Optional Survivor Annuity. The normal form of payment of the Account of a Participant with a Spouse is a monthly annuity payable to the Participant for the life of a Participant and, after the death of the Participant, to the Participant's surviving Spouse for the life of the surviving Spouse equal to fifty percent (50%) of the monthly payments paid to the Participant during his or her lifetime

Effective January 1, 2008, in lieu of the normal form, a Participant with a Spouse may elect to receive his benefits in the form of a Qualified Optional Survivor Annuity. A Qualified Optional Survivor Annuity is a monthly annuity payable to the Participant for the life of a Participant and, after the death of the Participant, to the Participant's surviving Spouse for the life of the surviving Spouse equal to seventy five percent (75%) of the periodic payments paid to the Participant during his or her lifetime.

5.02 Participants with No Spouse. The normal form of payment of the Account of a Participant who has no Spouse or cannot locate his Spouse is a monthly annuity for life beginning on the first day of the first month after Termination of Employment. A Participant who has no Spouse may also elect to receive benefits in the form of a lump sum in accordance with the rules in Section 4.08(b) hereof.

5.03 Qualified Pre-Retirement Survivor Annuity. The normal form of payment to the Spouse of a Participant who dies before his Annuity Starting Date is an annuity beginning on the first day of the first month after application until her death. Such annuity shall be purchased from an insurance company using the Participant's Account balance. However, a surviving Spouse may instead elect to receive her benefits in the form of a lump sum payment under the rules applicable to Participants.

5.04 Joint and Survivor Annuity Notice. The Plan shall supply a Participant with a written explanation of the joint and survivor annuity including the circumstances in which it will be provided unless the Participant and his Spouse have elected not to have the benefit payable in this form, the availability of the election, a general explanation of the relative financial effect of such election and of the financial effect of deferring or failing to defer the receipt of the Participant's benefits. The explanation shall also contain such other information as may be required from time to time under Code Section 417 and the regulations thereunder.

(a) The explanation shall advise the Participant that his benefits will be paid in the Normal Form unless he files a written election and consent of his Spouse, if any, to receive a different form of benefit within 30 to 90 (180 for Plan Years beginning after December 31, 2006) days prior to his Annuity Starting Date.

(b) For distributions after December 31, 1996, the Participant and Spouse may waive the thirty (30) day period subject to a minimum of seven (7) days' notice. The waiver must be in writing and be witnessed by a notary public or a Plan representative. The Annuity

Starting Date for a distribution in a form other than a Qualified Joint and Survivor Annuity may be less than 30 days after receipt of the written explanation provided:

(i) the Participant has been provided with information that clearly indicates that the Participant has at least thirty (30) days to consider whether to waive the Qualified Joint and Survivor Annuity and elect (with Spousal Consent) a form of distribution other than a Qualified Joint and Survivor Annuity;

(ii) the Participant is permitted to revoke any affirmative distribution election at least until the Annuity Starting Date of, if later, at any time prior to the expiration of the seven (7) day period that begins the day after the explanation of the Qualified Joint and Survivor Annuity is provided to the Participant; and

(iii) the Annuity Starting Date is a date after the date that the written explanation of the Qualified Joint and Survivor Annuity is provided to the Participant.

5.05 Waiver. A Participant may waive payment in the Normal Form in favor of a single life annuity or lump sum distribution and select an alternate Beneficiary with Spousal Consent in the period ending on the Annuity Starting Date. If a participant asks the Plan to provide additional information relating to the effect of the Qualified Joint and Survivor Annuity before the Annuity Starting Date, the election period shall be extended to a date not less than 60 days after the additional information is provided.

5.06 Spousal Consent. The Consent of a Spouse to a waiver of the Normal Form (which must be acknowledged by a notary public) may be either:

(a) limited consent to a specific form of payment or specific alternate beneficiary,
or

(b) a general consent which acknowledges that the Spouse has the right to limit consent to a specific form of payment or alternate beneficiary and voluntarily elects to relinquish both rights.

5.07 Revocation of Election. A Participant may revoke a waiver or election of the Qualified Joint and Survivor Annuity (or Qualified Optional Survivor Annuity) with respect to the remaining Account as long as the Plan has not made an irrevocable commitment for payment in the existing form with Spousal Consent.

5.08 Beneficiary Designation. A Participant may select a Beneficiary to receive any benefits payable under the Plan in the event of death prior to his receipt of all of his benefits on the form and in the manner prescribed by the Trustees. If the Participant is married on the date of his death prior to his Annuity Starting Date, his Beneficiary shall be his Spouse, absent a valid waiver by the Spouse. If the Participant fails to name a Beneficiary, benefits shall be payable in equal shares to his living children, or if none, to such of his parents who survive him, or if none, to his living brothers and sisters in equal shares, or, if none, to his estate or in accordance with the intestate laws of the Commonwealth of Pennsylvania.

ARTICLE 6 FUNDING

6.01 Funding Policy. The Plan is a money purchase plan and shall be funded solely through contributions by the Employer. The contributions shall be fixed and determined without regard to profits or the discretion of the Employer. Contributions to the Plan, gains, losses and expenses are allocated to the Accounts of Participants.

6.02 Employer Contributions. The Employer shall make contributions as required by its Collective Bargaining Agreement. Payment of more than the amount provided in a Collective Bargaining Agreement will not entitle a Participant to benefits based on the excess nor will the payment of contributions for work by a person who is not an Eligible Employee entitle him to any benefits.

6.03 No Employee Contributions. No contributions shall be required or permitted from any Employee or Participant.

6.04 Irrevocability. The Employer shall have no right, title or interest in contributions paid to the Plan and no Plan assets will revert to the Employer. The Trustees may return amounts paid by the Employer due to a mistake of fact, payments conditioned on initial qualification of the Plan or deductibility of a payment and correct any excess contributions (as defined in Code Section 4972) to the extent permitted by law.

6.05 Trust for Participants. All Plan assets shall be held in trust for the exclusive purpose of providing benefits to Participants, Spouses and Beneficiaries and defraying reasonable expenses of the Plan. Plan assets shall not be used for the benefit of Employer.

6.06 Source of Benefit Payments. Plan assets shall be the sole source for the payment of benefits under the Plan. The Trustees, Employer and Union shall not have any liability except as required by law.

6.07 Expenses. All reasonable expenses of the Plan and Trust shall be paid from Plan assets.

ARTICLE 7 CLAIMS PROCEDURE

7.01 Benefit Claim. All applications for any benefits shall be in writing and in a form and manner prescribed by the Trustees. A claim shall not be considered filed until the claimant has answered all questions, signed the application and provided the information or data requested on the application form.

7.02 Approval or Denial of Claims. A claimant for benefits shall be notified of approval or disapproval of the claim.

(a) Notice of approval may be made by payment or otherwise.

(b) The Plan shall notify the claimant of the complete or partial denial of an application in writing within 90 days of the date the claim was filed. The notice shall be written in a manner which a reasonable person without training or experience in pension law or administration should be able to understand.

(c) If special circumstances require additional time for processing the claim, the Plan may extend the time for response by notice to the claimant mailed within the original 90-day period. The notice will state the reason for the extension and the date by which the Plan expects to decide the claim. The extension shall not exceed 180 days from the date the claim was filed.

(d) A denial notice shall explain the reason the claim was denied, make specific reference to the pertinent Plan provision upon which the denial is based, describe any additional material or information necessary for the claim to be honored, explain the need for additional material or information and include a statement that the claimant has a right to file a written request for review of the claim denial within 60 days of written notification of denial of the claim, and the right to bring a civil action under section 502(a) of ERISA if the claim is denied on review.

7.03 Request for Review. If a claim is denied, in whole or in part, the claimant or his duly authorized representative may submit comments in writing in connection with a request for review.

(a) A request for review concerning the interpretation of a Collective Bargaining Agreement or actions of the Employer or Union shall be submitted and processed in accordance with any available grievance procedures. The Plan may forward a request for review of this nature to the Employer or Union.

(b) Any other request for review relating to the Plan (including matters under a Collective Bargaining Agreement for which no alternate means of review is available) shall be submitted to the Trustees at the address on the denial notice or the Plan address in the summary plan description within sixty (60) days of the denial notice or a longer period allowed by the Plan.

7.04 Request for Documents and Other Information. A participant or other claimant who files a request for review under Section 7.03 above shall have access to and copies of, upon written request and without charge, all documents, records and other information “relevant” (within the meaning of US Department of Labor Regulations §2560.503-1(m)(8)) to the claim. The claimant will also have the opportunity to submit written comments, documents, records, and other information relating to the claim for benefits.

7.05 Decision on Review. A decision on a request for review shall be made by the Trustees. In making the decision on review, the Trustees will take into account all

comments, documents, records, and other information submitted by the Participant or other claimant without regard to whether such information was submitted or considered in the initial claim determination. The decision on review will be final and binding on all parties.

The Plan will notify the Participant or other Claimant of the decision on review.

(a) If the decision results in a complete or partial denial of the benefits requested on review, the Plan will notify the claimant in writing within 60 days after receipt of the claimant's request for review. The notice shall be written in a manner which a reasonable person without experience or training in pension law or administration would be able to understand.

(b) If special circumstances require additional time for making the decision on review, the Plan may extend the time for response by notice to the claimant mailed within the original 60-day period. The notice will state the reason for the extension and the date by which the Plan expects to make a decision on review. The extension shall not exceed 120 days from the date the request for review was received.

(c) A denial notice shall explain the specific reasons for the denial, make specific reference to the pertinent Plan provisions upon which the denial is based, inform the participant that he is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to his or her claim for benefits; and include a statement of the Participant's or Claimant's right to bring a civil action under section 502(a) of ERISA following an adverse determination on review.

7.06 Delayed Response. The lack of a timely response by the Plan may be treated as a denial of the claim by the claimant for purposes of exhaustion of remedies. It shall not entitle the claimant to payment of denied benefits.

7.07 Information. A claimant shall furnish any information or proof requested by the Plan which is reasonably required to administer the Plan. Failure on the part of a claimant to comply with a request for information or proof within a reasonable period of time and in good faith shall be sufficient ground to deny payment.

7.08 Mistaken Facts. The Trustees may take any action they consider necessary or appropriate to correct any inequity resulting from incorrect information received by or communicated to the Plan in good faith or as the consequence of administrative error. The Trustees may adjust any Account or benefit and recover any prior payments, by reduction of future benefits or otherwise, to correct any misstatement of material fact by a claimant.

7.09 Finality. An unappealed denial or decision or exercise of discretion by the Trustees on a claim shall be final and binding on all parties.

ARTICLE 8 USERRA PROVISIONS

8.01 In General. Effective December 12, 1994, a Participant shall be entitled to vesting and benefit service for any period of Qualified Military Service in accordance with the provisions of the Uniformed Services Employment and Reemployment Rights Act (USERRA) and Section 414 (u) of the Internal Revenue Code. For purposes of this Article, the term Qualified Military Service means service in the uniformed services of the United States (as defined in chapter 43 of title 38 of the United States Code) with respect to which the Participant has reemployment rights. For periods prior to such date, the law as in effect prior to the enactment of USERRA shall apply.

8.02 Death Benefits. In the case of a death occurring on or after January 1, 2007, if a Participant dies while performing qualified military service (as defined in Code Section 414(u)), the survivors of the Participant are entitled to any additional benefits (other than benefit accruals related to the period of military service) provided under the Plan as if the Participant had resumed and then terminated employment on account of death.

8.03. Differential Wage Payments. For years beginning after December 31, 2008, (i) an individual receiving a differential wage payment, as defined by Code Section 3401(h)(2), is treated as an employee of the employer making the payment, (ii) the differential wage payment is treated as compensation, and (iii) the Plan is not treated as failing to meet the requirements of any provision described in Code Section 414(u)(1) (c) by reason of any contribution or benefit which is based on the differential wage payment.

ARTICLE 9 COUNTERPARTS

9.01 In General. This Amendment and Restatement and future Amendments of the Plan may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one of the same Amendment.

DEFINITIONS

The capitalized words and phrases in this document have the meaning given them in this section unless a different meaning is plainly required by context. Some terms are defined by cross-reference to the use of the same or a similar term in a section of the Trust Agreement ("Trust"), the Internal Revenue Code ("IRC") or the Employee Retirement Income Security Act ("ERISA"). A reference to the IRC includes any ERISA counterpart.

Account. . . A Participant's Account is the bookkeeping account that reflects the sum of contributions made to the Plan on his behalf plus allocable earnings, losses, gains, expenses, and prior distributions.

Annual Additions. . . the sum of the following amounts credited to a Participant's Account for the Limitation Year:

- (1) Employer contributions;
- (2) Employee contributions;
- (3) forfeitures;
- (4) amounts allocated after March 31, 1984 to an individual medical account as defined in Section 415(l)(2) of the Code, which is part of a pension or annuity plan maintained by a Participating Employer, that are treated as annual additions to a defined contribution plan; and
- (5) amounts derived from contributions paid or accrued after December 31, 1985, in taxable years ending after such date, which are attributable to post-retirement medical benefits allocated to the separate account of a "key employee (as defined in Section 415(i) of the Code) under a welfare fund maintained by a Participating Employer. The percentage of compensation limitation shall not apply with respect to the two immediately preceding clauses.

Beneficiary. . . the person or persons (natural or otherwise) designated by a Participant in accordance with the provisions of this Plan to receive any benefit which shall be payable under this Plan in the event of the Participant's death.

Annuity Starting Date. . . the day a Participant, surviving Spouse or Beneficiary is entitled to receive a benefit payment from an Account as an annuity or a lump sum distribution except that, for distributions after December 31, 1996 and specifically for purposes of Plan 5.04, the Annuity Starting Date cannot be earlier than a day after the date that the written explanation described in Plan 5.04 is provided to the Participant.

Arbitration Act. . . Title 9 of the United States Code.

Collective Bargaining Agreement. . . a collective bargaining (or related) agreement between Union and Employer or applicable labor-management relations law which obligates Employer to make contributions to the Plan.

Compensation.... wages as defined in Section 3401 (a) of the Code and all other remuneration to an Employee by the Employer (in the course of the Employer's trade or business) for which the Employer is required to furnish the Employee with a written statement under Sections 6041(d) and 6051(a)(3) of the Code (Form W-2). Compensation also shall include any elective deferral as defined in Section 402(g)(3) of the Code, and any amount which is contributed or deferred by the employer at the election of the employee by reason of Section 125, 132(f) or 457 of the Code. In the case of an annuity contract, the Employee's includible compensation determined under Section 403(b)(3) is included in Compensation.

For purposes of determining benefits under the Plan, for Plan Years beginning on or after January 1, 1994 and prior to January 1, 2002, Compensation in excess of \$150,000, as adjusted pursuant to Section 401(a)(17) of the Code (the "OBRA '93 Limitation"), shall not be taken into account. If a determination period consists of fewer than twelve (12) months, the annual compensation limit is an amount equal to the otherwise applicable annual compensation limit, multiplied by a fraction, the numerator of which is the number of months in the short determination period, and the denominator of which is twelve (12). Effective as of the Plan Year beginning on January 1, 1997, the "family aggregation rule," which formerly appeared at Section 401(a)(17)(A) of the Code prior to its amendment by SBJPA, shall not be taken into account in determining Compensation under the Plan. Prior to the Plan Year beginning on January 1, 1997, the Compensation of family members of Five-Percent Owners and certain Highly Compensated Employees was aggregated with that of such Five-Percent Owners or Highly Compensated Employees and taken into account in applying the compensation limit set forth in Section 401(a)(17) of the Code under the family aggregation rule. In determining the Compensation of a Participant for purposes of the family aggregation rule, the rules of Section 414(q)(6) of the Code, as it read prior to its amendment under SBJPA, apply, except that the term "family" includes only the spouse of the Participant and any lineal descendants of the Participant who have not attained age 19 before the close of the Plan Year.

Effective for Plan Years beginning after December 31, 2001, the annual Compensation for each Participant taken into account in determining allocations for any Plan Year shall not exceed \$200,000, as adjusted for cost-of-living increases in accordance with Section 401(a)(17)(B) of the Code. Annual Compensation means Compensation during the Plan Year or such other consecutive 12-month period over which Compensation is otherwise determined under the Plan (the determination period). The cost-of-living adjustment in effect for a calendar year applies to annual Compensation for the determination period that begins with or within such calendar year.

Effective for Plan Years commencing on or after January 1, 2008, Compensation also shall be adjusted, as set forth below, for the following types of compensation paid after a Participant's severance from employment with all Employers maintaining the Plan (and, to the extent required by law, with any person (including an entity) treated as the Employer pursuant to Code Section 415, including those treated as an Employer pursuant to Sections 414(b), (c), (m), or (o) as modified by Code Section 415). However, the amounts set forth below shall not be treated as Compensation unless they are paid by the later of 2½ months after the severance from employment or the end of the Limitation Year (which is the Plan year) that includes the date of such severance from employment. The amounts that are included as Compensation under this

paragraph are payments consisting of compensation for services during the participant's regular working hours, or for services outside the Participant's regular working hours (such as overtime or shift differential), commissions, bonuses and similar payments as well as accrued but unused bona fide sick or vacation pay, but only if the foregoing types of post-severance compensation would have been paid (or such sick or vacation leave would have been available) to the Participant prior to a severance from employment if the Participant had continued in employment with the Employers(s). The term severance from employment shall be interpreted with respect to this multiemployer plan in accordance with the regulations issued under Code Section 415. Compensation in excess of the limit under Code Section 401(a)(17) (as adjusted from time to time for increases in the cost of living) shall not be taken into account.

Employee. . . a person employed by the Employer for purposes of IRC Section 414. The term Employee specifically includes a "leased employee." The term "leased employee" means any person (other than an employee of the recipient) who pursuant to an agreement between the recipient and any other person ("leasing organization") has performed services for the recipient (or for the recipient and related persons determined in accordance with IRC 414(n)(6) on a substantially full-time basis for a period of at least one year, and such services are performed under the primary direction or control by the recipient. Contributions or benefits provided a leased employee by the leasing organization which are attributable to services performed by the recipient employer shall be treated as provided by the recipient employer.

A leased employee shall not be considered an employee of the recipient if: (a) such employee is covered by a money purchase pension plan providing: (1) a nonintegrated employer contribution rate of at least 10 percent of compensation, as defined in IRC Section 415(c)(3), but including amounts contributed pursuant to a salary reduction agreement which are excludable from the employee's gross income under IRC section 125, section 402(e)(3), section 402(h)(1)(B) or 403(b), (2) immediate participation, and (3) full and immediate vesting; and (b) leased employees do not constitute more than 20% of the recipients' nonhighly compensated workforce.

Employer. . . Orograin Bakeries Sales, Inc. and any trade or business under common control or other affiliated entity for purposes of IRC Section 414 and their successors.

Hour of Service. . . an hour for which:

- (a) an Employee is paid, or entitled to payment for the performance of duties for Employer;
- (b) an Employee is paid, or entitled to payment by Employer (directly or indirectly through a multiemployer plan or insurance) on account of a period of time during which no duties are performed (irrespective of whether the employment relationship has terminated) due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty or leave of absence, or
- (c) back pay, irrespective of mitigation of damages, is either awarded or agreed to by an Employer.
- (d) No hours shall be credited for a payment made or due under a plan maintained solely for the purpose of complying with applicable worker compensation, unemployment

compensation or disability insurance laws, or a payment which solely reimburses an Employee for medical or related expenses incurred by the Employee, unless contributions to the Plan are required in connection with the payment.

(e) Hours of service shall be credited to the Employee for the Plan Year in which service is performed, for which payment is made, or to which the award or agreement pertains but no more than 501 hours shall be credited under (b) or (c) for any single, continuous period in which an Employee performs no duties. Service or contributions paid on a basis other than hours shall be converted to hours using 10 hours for a day, 45 hours for a week, 95 hours for a semi-monthly period and 190 hours for a month in which an hour of service would be required to be credited under 29 C.F.R. 2530.200b-2.

(f) Notwithstanding any provision of the Plan to the contrary, contributions, benefits and service credit with respect to qualified military service will be provided in accordance with §414(u) of the Internal Revenue Code or prior federal law.

Individual Retirement Account. . . IRC 408(a), (b), (h).

Investment Manager. . . a registered investment adviser under the Investment Advisers Act of 1940, a bank (as defined in the Investment Advisers Act of 1940) or insurance company as defined in Section 3(38) of ERISA.

Limitation Year...the Plan Year.

Participant. . . a person who has satisfied the requirements for Plan participation and retains an Account with the Plan.

Plan. . . the provisions of the Trust Agreement and any separate plan document or Collective Bargaining Agreement relating to a plan or the plan and Trust as a legal entity, as required in context.

Plan Year. . . a calendar year.

Qualified Domestic Relations Order. . . IRC 414(p)(1)(A), (2), (3).

Spouse

.. . the individual to whom the Participant is married, as determined under federal law, on the Annuity Starting Date or on the Participant's death, or on any other date on which the Participant's marital status may be relevant.

Termination of Employment. . . a separation from service with Orograin Bakeries Sales, Inc. and its affiliates which is expected to be permanent. An employee in military service governed by the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA") shall not be considered to have separated from service until the time that his reemployment rights under USERRA have expired.

Trust. . . the trust created by this Trust Agreement.

Trust Agreement. . . this document, now and as amended in the future and, where required by context, prior versions of an agreement or declaration of trust for the Plan.

Trustees. . . the Employer and Union representatives appointed to administer the Trust and Plan.

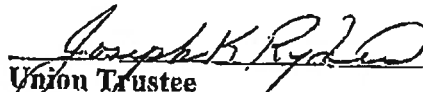
Union. . . Teamsters Local 463 and Teamsters Local 570, both affiliated with the International Brotherhood of Teamsters or a successor

Valuation Date. . . the last business day in a Plan Year.

IN WITNESS WHEREOF, the Trustees have executed this Amendment and Restatement of the Plan on the 21 day of October, 2014

LOCAL 463 ENTENMANN'S SALESPERSONS TRUST FUND

Employer Trustee



Union Trustee

Union Trustee

Trust. . . the trust created by this Trust Agreement.

Trust Agreement. . . this document, now and as amended in the future and, where required by context, prior versions of an agreement or declaration of trust for the Plan.

Trustees. . . the Employer and Union representatives appointed to administer the Trust and Plan.

Union. . . Teamsters Local 463 and Teamsters Local 570, both affiliated with the International Brotherhood of Teamsters or a successor

Valuation Date. . . the last business day in a Plan Year.

IN WITNESS WHEREOF, the Trustees have executed this Amendment and Restatement of the Plan on the 22 day of October, 2014

LOCAL 463 ENTENMANN'S SALESPERSONS TRUST FUND

Employer Trustee

Union Trustee


Union Trustee

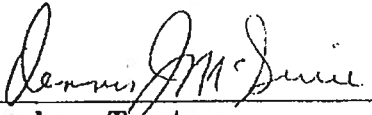
Trustees. . . the Employer and Union representatives appointed to administer the Trust and Plan.

Union. . . Teamsters Local 463 and Teamsters Local 570, both affiliated with the International Brotherhood of Teamsters or a successor

Valuation Date. . . the last business day in a Plan Year.

IN WITNESS WHEREOF, the Trustees have executed this Amendment and Restatement of the Plan on the 17 day of October, 2014

LOCAL 463 ENTENMANN'S SALESPERSONS TRUST FUND



Employer Trustee
10/17/14

Union Trustee

Union Trustee

APPENDIX

**TEAMSTERS LOCAL 570 – LOCAL 463 ENTENMANN'S SALESPERSONS
TRUST FUND**

**CURRENT CONTRIBUTION RATES -- SUBJECT TO MAXIMUM WEEKLY RATE
SET FORTH BELOW WHEN EFFECTIVE**

Year 1 - \$10.00 per week	Year 5 - \$100.00 per week
Year 2 - \$20.00 per week	Year 6 - \$150.00 per week
Year 3 - \$30.00 per week	Year 7 - \$220.00 per week
Year 4 - \$50.00 per week	

Exception: For employees hired on or after March 3, 2012, but before August 3, 2014, there are no contributions for the first two years. They then are entitled to the contribution rates set forth above for year 3 noted above and thereafter starting with year 3, subject to the maximum weekly rate set below on and after August 3, 2014.

Maximum Weekly Rate Effective August 3, 2014 the weekly rate will not exceed the following rates for the year set forth next to the rate.

Effective August 3, 2014	\$170
January 1, 2015	\$160
January 1, 2016	\$150
January 1, 2017	\$135
January 1, 2018	\$120

**NEW CONTRIBUTION RATES FOR EMPLOYEES HIRED ON OR AFTER AUGUST
3, 2014.**

No contributions for First Two Years after Date of Hire. Thereafter, the following Contribution Rates Apply:

Year 3	\$30	per week
Year 4	\$50	per week
Year 5	\$70	per week
Year 6	\$85	per week
Year 7	\$120	per week

**TEAMSTERS LOCAL 463 – LOCAL 463 ENTENMANN’S SALESPERSONS
TRUST FUND**

The Company will pay to the Fund for each route sales Employee the following amounts, after the Employee completes a 90-day probation period and subject to the requirement that the Employee works or is entitled to payment for at least 3 days in the week:

Year 1 - \$10.00 per week
Year 2 - \$20.00 per week
Starting the first week of the twenty-fifth month of employment and through and including the 34 th month of employment- \$30.00 per week
Starting the 35 th month of employment and for all years thereafter - \$205.00 per week