

**TEAMSTERS LOCAL UNION 77
SUPPLEMENTAL PENSION PLAN**

AS AMENDED AND RESTATED

EFFECTIVE JULY 1, 2015

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(ii)

TEAMSTERS LOCAL UNION 77 SUPPLEMENTAL PENSION PLAN

(Amended and Restated effective July 1, 2015)

The Board of Trustees of the Teamsters Local Union 77 Supplemental Pension Plan desire to amend this governmental plan, within the meaning of Code Section 414(d), by including the applicable provisions to comply with the Pension Protection Act of 2006, the Worker, Retiree and Employer Recovery Act of 2008, the Heroes Earnings Assistance and Relief Tax Act of 2008, and other applicable laws and regulations.

By resolution dated __, __, the Trustees of the Plan herewith adopt this amended and restated Teamsters Local Union 77 Supplemental Pension Plan (hereinafter referred to as "Pension Plan" or "Plan) effective July 1, 2015, unless otherwise stated herein.

ARTICLE I

DEFINITIONS

Section 1.1 "Administrator" shall mean the Board of Trustees or any Trustee acting as such under the terms of this Plan. The Board of Trustees shall have authority and responsibility to manage the Plan's operations and administration.

Section 1.2 "Beneficiary" shall mean such designated person or organization entitled to receive benefits under the Plan as a result of the death of a Participant.

Section 1.3 "Board of Trustees" or "Trustees" shall mean the individuals acting as such under the terms of this Plan and/or Trust Agreement. The Board of Trustees who serve in such capacity shall have the authority and responsibility to manage the Plan's operations and administration.

Section 1.4 "Code" shall mean the Internal Revenue Code of 1986, as now in effect or as hereafter amended. All citations to sections of the Code are to such sections as they may from time to time be amended or renumbered.

Section 1.5 "Collective Bargaining Agreement" shall mean the Collective Bargaining Agreement, including any amendments thereto, modifications thereof and renewals thereof, and such other Agreements entered into between the Union and Employers requiring payments by the Employers to this Pension Plan.

Section 1.6 "Covered Employment" or "Credited Service" shall mean service for which an Employer is obligated by a collective bargaining agreement with the Union to contribute to the Plan.

Section 1.7 "Death Benefit" shall mean the death benefit provided for under this Plan to a Participant's Beneficiary.

Section 1.8 “Employee” shall mean a person employed by an Employer for whom the Employer is obligated by a Collective Bargaining Agreement with the Union to contribute to the Plan. The term “Employee” shall also include any person employed by the Union or any benefit plan of which it is a sponsor, provided that the Union or such benefit plan adopts this Plan.

Section 1.9 “Employer” shall mean any person, company or business organization which is obligated by a Collective Bargaining Agreement with the Union to make contributions to the Plan, and shall also mean the Union and any benefit plan of which it is a sponsor, provided the Union or any such benefit plan adopts this plan.

Section 1.10 “Employer Contribution” shall mean the payments by Employers to this Plan as such payments may be required from time to time by the Collective Bargaining Agreement.

Section 1.11 “Fiduciary” shall mean the Board of Trustees or any Trustee.

Section 1.12 “Fiscal Year” shall mean the twelve-month period ending June 30th of each year.

Section 1.13 “415 Compensation” shall mean the Participant’s wages for Federal income tax withholding under Section 3401(a) of the Code (determined without regard to any rules that limit the remuneration included in wages based on the nature or location of the employment or the services performed) and actually paid to the Participant during the Limitation Year, including any elective deferral (as defined in Code Section 402(g)(3)), and any amount which is contributed by the Employer at the election of the Participant pursuant to a salary reduction agreement and which is not includible in the gross income of the Participant by reason of Code Sections 125, 132(f)(4), 402(e)(3), 402(h)(1)(B), 403(b) or 457(b), but excluding any employee contributions described in Code Section 414(h)(2) that are treated as employer contributions.

The “415 Compensation” for each Limitation Year shall be limited in accordance with Code Section 401(a)(17), as adjusted for cost-of-living increases in accordance with Section 401(a)(17)(B) of the Code. 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 Limitation Years beginning on or after July 1, 2007, “415 Compensation” within the meaning of Section 415(c)(3) of the Code shall include the following types of compensation paid after a Participant’s Severance from Employment with the Employer provided such amounts are paid by the later of 2-1/2 months after Severance from Employment or by the end of the Limitation Year that includes the date of such Severance from Employment, if:

- (A) the payment is regular compensation for services during the Participant’s regular working hours, or compensation for services outside the Participant’s regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar payments, and the payment would have been paid to the Participant prior to a Severance from Employment if the Participant had continued in employment with the Employer;

- (B) the payment is for unused accrued bona fide sick, vacation, or other leave that the Participant would have been able to use if employment had continued; or
- (C) Deferred compensation that would have been included in the definition of “415 Compensation” if it had been paid prior to the Participant’s Severance from Employment and the compensation is received pursuant to a nonqualified unfunded deferred compensation plan, but only if the payment would have been paid at the same time if the Participant had continued employment with the Employer and only to the extent that the payment is includible in the Participant’s gross income.

Any payments not described above shall not be considered “415 Compensation” if paid after Severance from Employment, even if they are paid by the later of 2-1/2 months after the date of Severance from Employment or the end of the Limitation Year that includes the date of Severance from Employment. Back pay, within the meaning of Treasury Regulation Section 1.415(c)-2(g)(8), shall be treated as compensation for the Limitation Year to which the back pay relates to the extent the back pay represents wages and compensation that would otherwise be included under this definition. The following items are specifically excluded from “415 Compensation”:

- (i) payments to an individual who does not currently perform services for the Employer by reason of qualified military service (within the meaning of Section 414(u)(1) of the Code), but on and after January 1, 2009, the exclusion applies only to the extent these payments exceed the amounts the individual would have received if the individual had continued to perform services for the Employer rather than entering qualified military service; and
- (ii) Compensation paid to a participant who is permanently and totally disabled, as defined in Section 22(e)(3) of the Code.

Section 1.14 “General Account” shall mean a record maintained by the Trustees to which is credited or charged income, gains and losses from investments, non-vested amounts in terminated Employees’ Share Accounts, and all other monies not allocated to a particular account by action of the Trustees.

Section 1.15 “Hour of Service” shall mean each hour in which an Employee is under the control of an Employer, whether compensated or not. Nothing in this Section shall be constructed as denying an Employee credit for an “Hour of Service” if credit is required by applicable law. Any ambiguities shall be resolved in favor of the Employee.

Section 1.16 “Limitation Year” shall mean the Plan Year for purposes of applying the limitations of Section 415 of the Code.

Section 1.17 “Normal Retirement Date” shall mean the date the Participant attains age 65.

Section 1.18 “Participant” shall mean any Employee on whose behalf contributions are made to this Pension Plan.

Section 1.19 “Plan” or “Pension Plan” shall mean the Teamsters Local Union 77 Supplemental Pension Plan, which is considered a governmental plan within the meaning of Code Section 414(d); the type of plan is a money purchase pension plan.

Section 1.20 “Plan Year” shall mean the twelve-month period ending June 30th of each year.

Section 1.21 “Retires” shall mean Termination of Employment by a Participant on or after his Normal Retirement Date.

Section 1.22 “Severance Benefit” shall mean the termination or severance benefit provided for under this Plan.

Section 1.23 “Severance from Employment” shall mean the date that the Employee dies, retires, or otherwise has a cessation from being an Employee of the Employer, as determined by the Administrator (and taking into account guidance issued under the Code). An Employee does not have a Severance from Employment if in connection with a change of employment, the Employee’s new employer is obligated by a Collective Bargaining Agreement to make contributions on behalf of the Employee, or such new employer adopts this Plan.

Section 1.24 “Share Account” shall mean the bookkeeping account maintained with respect to each Participant which reflects the amount the Employer has contributed for an Employee, plus increments or decrements credited to or debited to such account in accordance with this Plan. There shall be a Share Account established for each Employee.

Section 1.25 “Termination of Employment” shall mean the termination of service of an Employee with his Employer and the expiration or waiver of all seniority rights in the applicable Collective Bargaining Agreement.

Section 1.26 “Trust Agreement” shall mean the written Agreement and Declaration of Trust adopted June 21, 1987, as may be amended from time to time, establishing the Teamsters Local Union 77 Supplemental Pension Fund.

Section 1.27 “Trust Fund” or “Fund” shall mean Teamsters Local Union 77 Supplemental Pension Fund established under the Agreement and Declaration of Trust, the assets of which shall be valued at fair market value.

Section 1.28 “Union” shall mean Turnpike and Public Employees, Teamsters Local Union 77, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America.

Section 1.29 “Valuation Date” shall mean such date at the end of the fiscal year as of which the Share Accounts of the Participants are valued by the Trustees. Such valuation shall be made at fair market value as of the Valuation Date.

ARTICLE II

PARTICIPATION

Section 2.1 Eligibility. Any Employee who is employed by an Employer shall immediately become a Participant in this Pension Plan.

Section 2.2 Participation. Participation in this Pension Plan shall terminate when the Participant shall receive all of the benefits to which he/she may be entitled, pursuant to the terms of this Pension Plan. A Participant who has received, or is receiving, payment of a benefit under this Pension Plan shall not be entitled to receive any additional benefits arising from any amendment to or modification of the Pension Plan which may occur on or subsequent to the date that benefit payments were made or commenced to the Participant, unless such amendment or modification shall otherwise specifically so provide.

Section 2.3 Military Service. Effective on or after December 12, 1994, notwithstanding any provision of this Plan to the contrary, contributions, benefits and service credit with respect to qualified military service will be provided in accordance with Section 414(u) of the Internal Revenue Code.

ARTICLE III

ACCOUNTS

Section 3.1 Contributions. The Employers shall pay to the Plan on behalf of each of its Employees a contribution equal to the applicable hourly rate, as specified in its Collective Bargaining Agreement or written agreement with the Union, for each hour worked by the Employee. Payments, accompanied by a report, shall be made promptly each month covering the payroll through the preceding month. The report shall be complete in all details. The Trustees may at any time audit, or cause to be audited, the pertinent information of any Employer in connection with this Section.

Section 3.2 Establish Account. The Administrator shall establish and maintain a Share Account for each Participant.

Section 3.3 Valuation of Accounts. The Participant's Share Account in the Plan as of the last Valuation Date shall consist of an aggregate of the following:

- (a) The total Employer contributions to the Plan on his/her behalf;
- (b) Less, the allocated share of charges against the Plan on account of necessary costs, fees and other expenses of the administration of the Plan;
- (c) Less, benefit payments made to the Participant;
- (d) Plus, the increment credited to, and the decrement charged to, his/her Share Account as of the last Valuation Date. Increment shall be credited or decrement shall be charged annually to each account in the same proportion as the money in each individual account is to the total sum of all accounts. The increments and decrements include the net amount in the General Account.

Section 3.4 Account Statements. The Administrator shall notify each Participant on an annual basis of his/her balance in his/her Share Account as of the last Valuation Date prior to the notice.

Section 3.5 Maximum Allocation.

- (a) Limitation on Allocations.
 - (1) The limitations and other requirements prescribed in Section 3.5 shall at all times comply with the provisions of Code Section 415 and the final Regulations promulgated thereunder, the terms of which are specifically incorporated herein by reference for Limitation Years beginning on or after

July 1, 2007, except where an earlier effective date is otherwise provided in the final Regulations or in this Section 3.5.

- (2) In no event shall a Participant's Share Account be credited with Annual Additions in any Limitation Year greater than the Annual Additions Limit.
- (3) All defined contribution plans maintained by the Employer under which the Participant receives Annual Additions are treated as one defined contribution plan in applying the limitations of Code Section 415.

(b) Definitions.

- (1) "Annual Additions." Annual Additions means the sum of:
 - (i) Employer Contributions;
 - (ii) Employee Contributions;
 - (iii) Forfeitures;
 - (iv) Amounts allocated to an individual medical account, as defined in Code Section 415(l)(2), which is part of a pension or annuity plan maintained by the Employer; and
 - (v) Allocations under a simplified employee pension plan.

Annual additions for purposes of Code Section 415 shall not include:

- (A) Catch up contributions described in Code Sections 414(v) or 457(e)(18);
- (B) Restorative Payments;
- (C) The direct transfer of a benefit or employee contributions from a qualified plan to this Plan;
- (D) Rollover contributions (as described in Code Sections 401(a)(31), 402(c)(1), 403(a)(4), 403(b)(8), 408(d)(3), and 457(e)(16));
- (E) Repayments of loans made to a participant from the Plan; and
- (F) Repayment of contributions to a governmental plan (as defined in Code Section 414(d)) as described in Code Section 415(k)(3), as

well as Employer restorations of benefits that are required pursuant to such repayments.

- (2) “Annual Additions Limit.” For Limitation Years beginning on or after January 1, 2002, the Annual Additions Limit means the lesser of:
- (i) \$40,000.00 or such greater amount specified in Code Section 415(c)(1)(A), as adjusted under Code Section 415(d); or
 - (ii) 100% of the Participant’s “415 Compensation” from Employers for such Limitation Year.
- (3) “Excess Amount.” The Excess Amount shall mean the excess of the Participant’s Annual Additions for the Limitation Year over the Annual Additions Limit. Notwithstanding any provision of the Plan to the contrary, if a Participant should have an Excess Amount under Code Section 415, then the Plan may only correct such excess in accordance with the Employee Plans Compliance Resolution System (EPCRS) as set forth in Revenue Procedure 2013-12 or any superseding guidance.

ARTICLE IV

VESTED BENEFITS

Section 4.1 Vested Benefit. In the event a Participant terminates employment for a reason other than death, the Participant shall receive the vested portion of the Participant's Share Account as of the Valuation Date immediately preceding distribution, plus the Employer's contributions accrued for his/her benefit since such Valuation Date, less monthly administration charges.

Section 4.2 Vesting. Effective January 1, 1993, the vested portion of a Participant's Share Account is determined as follows:

- (a) In the event that a Participant terminates employment for a reason other than death, and Employer contributions on his/her behalf have been made to the Plan for a period of at least 36 months covering a total of at least 3,600 hours, the Participant shall be fully vested in his/her Share Account.
- (b) In the event that a Participant terminates employment for a reason other than death, and Employer contributions on his/her behalf have been made to the Plan for a period of less than 36 months and/or less than a total of 3,600 hours, the Participant shall not be vested in any portion of his/her Share Account.

Notwithstanding the vesting schedule above, a Participant shall become fully vested in his/her Share Account upon attaining his/her Normal Retirement Date, as defined in Section 1.17, if the Participant is still employed by the Employer on or after such date.

Section 4.3 Leave of Absence. If a Participant returns to Covered Employment after an approved leave of absence, the months of service and Hours of Service credited before and after the approved leave of absence will be considered in determining the Participant's vested Share Account, pursuant to Section 4.2. To the extent provided by Federal law, an approved leave of absence under the Family and Medical Leave Act of 1993 or qualified military service, as defined in Code Section 414(u), will not cause an Employee's employment to be deemed terminated.

Section 4.4 Reemployment. If a former Participant returns to Covered Employment after Termination of Employment, the months of service and Hours of Service credited before Termination of Employment will not be considered in determining a Participant's vested Share Account, pursuant to Section 4.2, unless Employer reinstates such Employee with seniority rights in accordance with the applicable Collective Bargaining Agreement.

Section 4.5 Distribution upon Transfer from Bargaining Unit. A Participant who leaves the bargaining unit represented by the Union but does not leave employment with the Employer, and who has become vested in his/her account pursuant to Section 4.2 above, is not entitled to take distribution of his/her Share Account until retirement, termination of employment with the Employer or death.

Section 4.6 Forfeitures. A Participant who has not yet become vested in his/her Share Account pursuant to Section 4.2 above, shall immediately forfeit his/her Share Account upon the Termination of Employment. The non-vested amounts in a terminated Employee's Share Account will be added to the General Account to be reallocated among the other Participants' Share Accounts in accordance with Section 3.3(d).

Section 4.7 Forfeiture upon Leaving Bargaining Unit. A Participant who leaves the bargaining unit represented by the Union but does not terminate employment with the Employer, and who has not yet become vested in his/her Share Account pursuant to Section 4.2 above, shall forfeit his/her Share Account unless he/she returns to a job with the Employer in the bargaining unit represented by the Union within a period of 30 days.

ARTICLE V

PAYMENT OF SEVERANCE BENEFITS

Section 5.1 Timing of Distribution. The payment of severance benefits under this Pension Plan shall commence on the ninetieth day following the end of the month following the Participant's application after retirement or Severance from Employment. The Trustees may extend this time period when they deem it necessary. However, in no event may distribution of benefits commence later than the date described in Article VII.

Section 5.2 Distribution Amount. The severance benefit to be provided for by this Pension Plan shall be paid in accordance with the applicable option as determined under Section 5.3 purchased with the amount standing in the Participant's Share Account as of the last Valuation Date, plus all contributions since that date, less monthly administration charges.

Section 5.3 Forms of Distribution. Benefits shall be distributed in the following manner:

- (a) An annuity contract shall be purchased from an insurance company, provided that said annuity, meets the minimum requirements established by the insurer, or
- (b) A lump sum payment.

Either method of distribution shall be the actuarially equivalent of the other.

ARTICLE VI

DEATH BENEFITS

Section 6.1 Death Benefit Amount. In the event of the death of a Participant prior to termination of employment, there shall be payable the proceeds of any death benefit provided by the Plan, plus the amount credited to such deceased Participant's account as of last Valuation Date, plus all contributions since that date, less monthly administration charges. In no event may distribution of benefits commence later than the date described in Article VII.

Section 6.2 Death Benefit Forms of Distribution. Payment of the Participant's account as a death benefit shall be subject to the following provisions:

- (a) All or part of the Share Account may be paid in a lump sum on or before the ninetieth day following the end of the month following the Plan's receipt of an application for payment. The Trustees may extend this time period when they deem it necessary.
- (b) All or part of the Participant's account may be paid in equal monthly, quarterly, semi-annual installments over a period not exceeding twenty years after the death of a Participant,

provided that the amount of each such payment is at least twenty-five dollars. If the Participant's account or any part thereof is payable in installments, the amount so payable shall be withdrawn from the Plan and deposited by the Trustees in an individual bank account to be maintained by the Trustees for the benefit of the Beneficiary. All periodic payments are payable to the Beneficiary no less frequently than annually.

(c) All or part of the Participant's account may be applied to the purchase of an annuity, provided that such annuity meets the minimum requirements established by the insurer.

Section 6.3 Death Benefit while in Military Service. In the case of a Participant who dies on or after January 1, 2007 while performing qualified military service under IRC Section 414(u), the Beneficiary of the Participant will be entitled to any additional benefits (other than contributions relating to the period of qualified military service) that would have been provided under this Plan had the Participant resumed employment on the day preceding the Participant's death and then terminated employment on account of death. Moreover, the Plan will credit the Participant's qualified military service as service for vesting purposes, as though the Participant was reemployed in accordance with Code Section 414(u) immediately prior to his death.

ARTICLE VII

MINIMUM DISTRIBUTION REQUIREMENTS

Section 7.1 General Rules.

- (a) The provisions of this Article VII shall apply for purposes of determining required minimum distributions on and after January 1, 2003.
- (b) The requirements of this Article VII shall apply to any distribution of a Participant's interest and shall take precedence over any inconsistent provisions of the Plan.
- (c) Statutory and Regulatory Requirements. All distributions required under this Article VII shall be determined and made in accordance with Section 401(a)(9) of the Code, including the minimum distribution incidental benefit requirement of Code Section 401(a)(9)(G), and the Treasury regulations thereunder.
- (d) Limits on Distribution Periods. As of the first distribution calendar year, distributions to a Participant, if not made in a single-sum, may only be made over one of the following periods:
 - (i) the life of the Participant,
 - (ii) the joint lives of the Participant and a designated Beneficiary,
 - (iii) a period certain not extending beyond the life expectancy of the

Participant, or

- (iv) a period certain not extending beyond the joint life and last survivor expectancy of the Participant and a designated Beneficiary.

Section 7.2 Time and Manner of Distribution.

- (a) Required Beginning Date. The Participant's entire interest will be distributed, or begin to be distributed, to the Participant no later than the Participant's Required Beginning Date, as defined in Section 7.5(e).
- (b) Death of Participant Before Distributions Begin. If the Participant dies before distributions begin, the Participant's entire interest will be distributed, or begin to be distributed, no later than as follows:
 - (i) If the Participant's surviving spouse is the Participant's sole designated Beneficiary, then distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age 70-1/2, if later.
 - (ii) If the Participant's surviving spouse is not the Participant's sole designated Beneficiary, then distributions to the designated Beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.
 - (iii) If there is no designated Beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.
 - (iv) If the Participant's surviving spouse is the Participant's sole designated Beneficiary and the surviving spouse dies after the Participant but before distributions to the surviving spouse begins, this Section 7.2, other than Section 7.2(b)(i), will apply as if the surviving spouse were the Participant.

For purposes of this Section 7.2(b) and Section 7.4, unless Section 7.2(b)(iv) applies, distributions are considered to begin on the Participant's Required Beginning Date. If Section 7.2(b)(iv) applies, distributions are considered to begin on the date distributions are required to begin to the surviving spouse under Section 7.2(b)(i). If distributions under an annuity purchased from an insurance company irrevocably commence to the Participant before the Participant's Required Beginning Date (or to the Participant's surviving spouse before the date distributions are required to begin to the surviving spouse under Section 7.2(b)(i)), the date distributions are considered to begin is the date distributions actually commence.

- (c) Forms of Distribution. Unless the Participant's interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the Required Beginning Date, as of the first distribution calendar year distributions will be made in accordance with Sections 7.3 and 7.4 of this Article VII. If the Participant's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of Section 401(a)(9) of the Code and the Treasury regulations thereunder.

Section 7.3 Required Minimum Distributions during Participant's Lifetime.

- (a) Amount of Required Minimum Distribution for Each Distribution Calendar Year. During the Participant's lifetime, the minimum amount that will be distributed for each distribution calendar year is the lesser of:
- (i) the quotient obtained by dividing the Participant's account balance by the distribution period in the Uniform Lifetime Table set forth in Section 1.401(a)(9)-9 of the Treasury regulations, using the Participant's age as of the Participant's birthday in the distribution calendar year; or
 - (ii) if the Participant's sole designated Beneficiary for the distribution calendar year is the Participant's spouse, the quotient obtained by dividing the Participant's account balance by the number in the Joint and Last Survivor Table set forth in Section 1.401(a)(9)-9 of the Treasury regulations, using the Participant's and spouse's attained ages as of the Participant's and spouse's birthdays in the distribution calendar year.
- (b) Lifetime Required Minimum Distributions Continue Through Year of Participant's Death. Required minimum distributions will be determined under this Section 7.3 beginning with the first distribution calendar year and up to and including the distribution calendar year that includes the Participant's date of death.

Section 7.4 Required Minimum Distributions after Participant's Death.

- (a) Death On or After Date Distributions Begin.
- (i) Participant Survived by Designated Beneficiary. If the Participant dies on or after the date distributions begin and there is a designated Beneficiary, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's account balance by the longer of the remaining life expectancy of the Participant or the remaining life expectancy of the Participant's designated Beneficiary, determined as follows:

- (A) The Participant's remaining life expectancy is calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.
 - (B) If the Participant's surviving spouse is the Participant's sole designated Beneficiary, the remaining life expectancy of the surviving spouse is calculated for each distribution calendar year after the year of the Participant's death using the surviving spouse's age as of the spouse's birthday in that year. For distribution calendar years after the year of the surviving spouse's death, the remaining life expectancy of the surviving spouse is calculated using the age of the surviving spouse as of the spouse's birthday in the calendar year of the spouse's death, reduced by one for each subsequent calendar year.
 - (C) If the Participant's surviving spouse is not the Participant's sole designated Beneficiary, the designated Beneficiary's remaining life expectancy is calculated using the age of the Beneficiary in the year following the year of the Participant's death, reduced by one for each subsequent year.
- (ii) No Designated Beneficiary. If the Participant dies on or after the date distributions begin and there is no designated Beneficiary as of September 30 of the year after the year of the Participant's death, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's account balance by the Participant's remaining life expectancy calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.
- (b) Death Before Date Distributions Begin.
- (i) Participant Survived by Designated Beneficiary. If the Participant dies before the date distributions begin and there is a designated Beneficiary, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's account balance by the remaining life expectancy of the Participant's designated Beneficiary, determined as provided in Section 7.4(a).

- (ii) No Designated Beneficiary. If the Participant dies before the date distributions begin and there is no designated Beneficiary as of September 30 of the year following the year of the Participant's death, distribution of the Participant's entire interest will be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.
- (iii) Death of Surviving Spouse Before Distributions to Surviving Spouse Are Required to Begin. If the Participant dies before the date distributions begin, the Participant's surviving spouse is the Participant's sole designated Beneficiary, and the surviving spouse dies before distributions are required to begin to the surviving spouse under Section 7.2(b)(i), this Section 7.4(b) will apply as if the surviving spouse were the Participant.

Section 7.5 Definitions. The following definitions shall apply regarding this Article VII.

- (a) "Designated Beneficiary." The individual who is designated as the Beneficiary under Section 1.2 of the Plan and is the designated Beneficiary under Code Section 401(a)(9) and Section 1.401(a)(9)-4 of the Treasury regulations.
- (b) "Distribution calendar year." A calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first distribution calendar year is the calendar year immediately preceding the calendar year which contains the Participant's required beginning date. For distributions beginning after the Participant's death, the first distribution calendar year is the calendar year in which distributions are required to begin under Section 7.2(b). The required minimum distribution for the Participant's first distribution calendar year will be made on or before the Participant's required beginning date. The required minimum distribution for other distribution calendar years, including the required minimum distribution for the distribution calendar year in which the Participant's required beginning date occurs, will be made on or before December 31 of that distribution calendar year.
- (c) "Life expectancy." Life expectancy as computed by use of the Single Life Table in Section 1.401(a)(9)-9, Q&A-1 of the Treasury regulations.
- (d) "Participant's account balance." The Participant's Share Account balance as of the last valuation date in the calendar year immediately preceding the distribution calendar year (valuation calendar year) increased by the amount of any contributions made and allocated or forfeitures allocated to the account balance as of dates in the valuation calendar year after the valuation date and decreased by distributions made in the valuation calendar year after the valuation date. The account balance for the valuation calendar year includes any amounts rolled over or transferred to the Plan either in the valuation calendar year or in the distribution calendar year if distributed or transferred in the valuation calendar year.

- (e) “Required Beginning Date.” Effective July 1, 2009, “Required Beginning Date” means the April 1st of the calendar year following the calendar year in which the Participant attains age 70-1/2 or retires, whichever is later. Prior to July 1, 2009, “Required Beginning Date” means the April 1st of the calendar year following the calendar year in which the Participant attains age 70-1/2.

Section 7.6 Required Minimum Distributions for 2009. Notwithstanding any other provision in Article VII of the Plan, a Participant or Beneficiary who would have been required to receive Required Minimum Distributions for 2009 but for the enactment of Section 401(a)(9)(H) of the Code (“2009 RMDs”), and who would have satisfied that requirement 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 receive those distributions for 2009 unless the Participant or Beneficiary chooses not to receive such distributions. Participants and Beneficiaries described in the preceding sentence will be given the opportunity to elect to stop receiving the distributions described in the preceding sentence. In addition, notwithstanding any other provision of the Plan, and solely for purposes of applying the direct rollover provisions of the Plan, as described in Article VIII, a Participant’s 2009 RMD will be treated as an Eligible Rollover Distribution in 2009, but only if paid with an additional amount that is an Eligible Rollover Distribution without regard to Code Section 401(a)(9)(H).

ARTICLE VIII

DIRECT ROLLOVERS

Section 8.1 Direct Rollover Election. Notwithstanding any provisions of the Plan to the contrary that would otherwise limit a Distributee’s election under this Article VIII, a Distributee may elect, at the time and in the manner prescribed by the Administrator, to have all or any portion of an Eligible Rollover Distribution paid directly to an Eligible Retirement Plan specified by the Distributee in a Direct Rollover. However, if an Eligible Rollover Distribution is less than \$500, a Distributee may not make an election to roll over only a portion of the Eligible Rollover Distribution.

Section 8.2 Definitions. For the purpose of this Article VIII, the following definitions shall apply.

- (a) Eligible Rollover Distribution: An Eligible Rollover Distribution, as defined in Code Section 402(c)(4), 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:
- (1) 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;

- (2) any distribution to the extent such distribution is required under Section 401(a)(9) of the Internal Revenue Code;
- (3) unless rolled over to an IRA or defined contribution plan as specified in Section 401(c)(2)(B) of the Internal Revenue Code after 2001, 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
- (4) any other distribution(s) that is reasonably expected to total less than \$200 during the year.

Any portion of a distribution that consists of after-tax employee contributions which are not includible in gross income may be transferred only to (1) a traditional individual retirement account or annuity described in Section 408(a) or (b) of the Code or a Roth individual retirement account or annuity described in Section 408A of the Code; or (2) to a qualified plan or an annuity contract described in Sections 401(a) and 403(b) of the Code, respectively, that agrees to separate accounting for amounts so transferred (and earnings thereon), including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible.

(b) Eligible Retirement Plan: An Eligible Retirement Plan shall mean:

- (A) an eligible plan under Code Section 457(b) 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;
- (B) a traditional individual retirement account or annuity described in Code Section 408(a) or (b);
- (C) for distributions after December 31, 2007, a Roth individual retirement account or annuity described in Code Section 408A;
- (D) an annuity plan described in Code Section 403(a);
- (E) an annuity contract described in Code Section 403(b); or
- (F) a qualified defined benefit or defined contribution plan described in Code Section 401(a),

that accepts the Distributee's Eligible Rollover Distribution.

- (c) Distributee: A Distributee includes a Participant or former Participant. In addition, the Participant's or former Participant's spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in section 414(p) of the Internal Revenue Code, are Distributees with regard to the interest of the spouse or former spouse. For distributions occurring after December 31, 2009, a Distributee includes a Participant's nonspouse designated Beneficiary, in which case, a Direct Rollover will be made in accordance with the provisions of Section 8.3.
- (d) Direct Rollover: A Direct Rollover is a payment by the plan to the eligible retirement plan specified by the Distributee.

Section 8.3 Direct Rollover for Non-spouse Beneficiary. Effective for distributions after December 31, 2009, a Participant's nonspouse Beneficiary may elect to make a Direct Rollover of all or a portion of an Eligible Rollover Distribution to a traditional IRA or a Roth IRA that is established on behalf of the designated Beneficiary and that will be treated as an inherited IRA pursuant to the provisions of Code Section 402(c)(11). If a nonspouse Beneficiary receives a distribution from the Plan, the distribution is not eligible for a 60-day (non-direct) rollover. If the Participant's named Beneficiary is a trust, the Plan may make a Direct Rollover to an IRA on behalf of the trust, provided the trust satisfies the requirements to be a Designated Beneficiary within the meaning of Code Section 401(a)(9)(E). A nonspouse Beneficiary may not roll over an amount that is a Required Minimum Distribution, as determined under applicable Treasury regulations and other Internal Revenue Service guidance. If the Participant dies before his or her Required Beginning Date and the nonspouse Beneficiary rolls over to an IRA the maximum amount eligible for rollover, the Beneficiary may elect to use either the 5-year rule or the life expectancy rule, pursuant to Treasury Regulation §1.401(a)(9)-3, A-4(c), in determining the Required Minimum Distributions from the IRA that receives the nonspouse Beneficiary's distribution.

Section 8.4 Rollovers from Other Plans. The Plan will not accept Participant Rollover Contributions and/or direct rollovers of Eligible Rollover Distributions.

ARTICLE IX

BENEFICIARIES

Section 9.1 Beneficiary Designation. The right to name and change the Beneficiary or Beneficiaries of the proceeds of the Participant's account or death benefit or both, shall be exercised by the Trustees, subject to the written directions of the Participant. The Trustees may require the Participant to sign appropriate documents to direct the Trustees to make such provisions effective. Such Participant may thereafter designate different Beneficiaries at any time by filing a new written designation with the Administrator. The consent of the Beneficiary is not required for any revocation or change of Beneficiary.

Section 9.2 No Named Beneficiary. If a Participant omits or fails to designate a beneficiary or if no designated beneficiary survives the Participant, the death benefits shall be paid to the Participant's estate.

ARTICLE X

APPLICATION FOR BENEFITS AND CLAIMS PROCEDURE

Section 10.1 Application for Benefits and Notice.

- (a) All applications for any benefits under this Plan shall be in writing and in a form and manner prescribed by the Trustees. The applicant shall answer all questions on the application and shall sign such application. He/she shall also provide such supplementary proof and/or data as the Trustees shall require. The Trustees shall be the judge of the proof required in any case and its sufficiencies.
- (b) When requested in writing by the Trustees to do so, an applicant shall appear in person before the Trustees. In the discretion of the Trustees, willful failure to appear may void the application. A new application, however, shall not be prejudiced thereby.
- (c) An application containing a false statement of any material fact may be disapproved. If such false statement is discovered after the payment of benefits has commenced, further payments may be discontinued for the stated number of years or entirely, as the Trustees in their sole discretion shall decide. Participants may also be required, at the Trustees' discretion, to return to the Plan prior payments made. Any amount so returned to the Trust Fund shall be paid into the General Account.

Section 10.2 Claims Procedure.

- (a) If a person files a claim for benefits under the Plan and payment of the benefits is wholly or partially denied, the Plan shall, within 90 days of the date the claim for benefits was filed, provide notice in writing to such claimant, setting forth the specific reason or reasons for denying payment of the benefits, stated in language calculated to be understood by that individual.
- (b) If specific circumstances require additional time for processing the claim, written notice of an extension of time shall be sent to the claimant within the 90-day period. Such extension shall not exceed 180 days from the date the claim was filed.
- (c) A notice of partial or total denial of benefits shall make reference to the pertinent Plan provisions upon which the denial is based and shall describe any additional material or information necessary for the claim to be honored along with an explanation of why such material or information is necessary.
- (d) A denial notice shall also include a statement that the claimant has a right within 60 days of written notification of claim denial to make a written request to the Board

of Trustees for a full and fair review by the Board of Trustees of the claim denial. The claimant or his/her duly authorized representative may review pertinent documents and submit issues and comments in writing.

- (e) If a review is requested in writing by the claimant, a decision on the review shall be made no later than the next regularly scheduled meeting of the Board of Trustees unless the request for review is received within 30 days preceding the date of such meeting. In such a case, a decision may be made no later than the date of the second meeting following receipt of the request for review.
- (f) If special circumstances require an extension of time for processing, a decision shall be reached no later than the third meeting following receipt of the request for review. Written notice of the extension shall be furnished to the claimant prior to the extension.
- (g) After the review, the Board will decide the issue on the basis of the merits of the case, and the decision of the Board of Trustees shall be final and binding on all parties. The decision of the Board of Trustees shall be in writing and shall be rendered no later than 30 days following the meeting of the Board of Trustees in which the claim was reviewed. This decision shall also include specific reasons for denial and specific references to the Plan.

ARTICLE XI

TERMINATION OR AMENDMENT

Section 11.1 Plan Amendment or Termination. The Trustees may amend or terminate the Plan at any time, provided, however, that such amendment complies with the applicable sections of the Internal Revenue Code, any pertinent articles of the Collective Bargaining Agreement, and the purposes set forth in this Plan. The effective date of any amendment shall be as of the date specified therein. No amendment shall be made which will, in any manner, divert any part of the Trust Fund to any purpose other than the exclusive benefit of a Participant and/or his/her Beneficiary; except that provisions may be made for the payment of necessary expenses resulting from the termination of the Plan. Participants and other interested parties shall receive timely notification of any substantial revision or of the termination of the Plan.

Section 11.2 Merger or Consolidation. Should this Plan be merged or consolidated with any other Plan, each Participant's benefit immediately after such merger or consolidation must be equal to or greater than said Participant's benefit immediately prior to the merger or consolidation.

Section 11.3 Vested Interest upon Plan Termination. In the event that the Plan shall, for any reason, terminate or partially terminate or be terminated or partially terminated, or upon complete discontinuance of contributions under the Plan from all or any contributing Employer, each affected Participant shall have the nonforfeitable right to all monies in his/her Share Account at the time of such termination or discontinuance.

ARTICLE XII

RIGHTS OF PARTICIPANTS

Section 12.1 Nonalienation of Benefits.

- (a) Except as otherwise provided in this Plan, no person having an interest in any payments pursuant to this Plan shall be entitled to commute, withdraw, surrender, encumber, alienate, or assign any of the benefits provided for in this Plan or to be due thereunder, unto any person or persons upon any terms whatsoever, and
- (b) Any and all benefits under this Plan shall be free and clear and discharged of and from, and are not to be in any way liable for, debts, contracts or agreements, contracted or which may hereafter be contracted, and from all claims, liabilities, bankruptcy proceedings or other legal proceedings now or hereafter incurred; and
- (c) In case any person shall attempt to anticipate, assign, pledge or otherwise encumber any payment to which he/she is or may be entitled under this Plan, the Trustees in their sole discretion, may terminate or postpone the interest of such person, his/her

spouse, children, or other dependents, or any of them, in such manner and in such proportions as the Trustee may consider proper.

- (d) No Employer or association of Employers shall have any right, title or interest or claim, legal or equitable, in or to any sum paid by it or by any other employer or by any member of such association to the Plan, or in and to the Plan itself or any portion thereof.

Section 12.2 Domestic Relations Order. Notwithstanding Section 12.1, if a judgment, decree or order (including approval of a property settlement agreement) that relates to the provision of child support, alimony payments, or the marital property rights of a spouse or former spouse, child or other dependent of a Participant is made pursuant to the domestic relations law of any State (“domestic relations order”), then the amount of the Participant’s Share Account shall be paid in the manner and to the person or persons so directed in the domestic relations order. The Administrator shall establish reasonable procedures for determining the status of any such decree or order and for effectuating distribution pursuant to the domestic relations order.

Section 12.3 Approved Application. No individual Employee, or any Beneficiary, shall have any rights to any benefits hereunder unless and until such person’s application has been approved, in which case the rights shall be limited to those specifically awarded by the Trustees, pursuant to the provisions of this Plan.

Section 12.4 Incompetence of Participant or Beneficiary. In the event that any Participant or Beneficiary entitled to receive benefits hereunder is unable, as determined by the Trustees in their sole discretion, to care for his affairs because of illness, accident or other incapacity, either physical or mental, the Trustees, in their sole discretion, may authorize the payment of such benefit to be made to any individual or institution, providing for the care and maintenance of such Participant or Beneficiary, unless and until a court of competent jurisdiction shall approve the payment of such benefits to a legally appointed guardian, committee or other legal representative of such Participant or Beneficiary.

Section 12.5 Finality of Payment. Any payment made by the Plan shall, regardless of the order of priority hereinbefore set forth, release and discharge the Plan and/or the Trustees, jointly and severally, from any claim by any other person for the same benefits.

Section 12.6 Check Endorsement. All benefit checks must be endorsed personally by the payee. The signature of the Participant must be filed with the Plan Office for issuance of any check to such Participant. If a mark is used in place of a signature for endorsement by the Participant, such Participant shall have his/her mark witnessed by a person whose signature is filed with the Plan Office for such purpose. In the case of any discrepancy in any signature or mark, or in any case in which the Trustees shall desire certain information or proof, the Trustees may withhold further payments until they ascertain all the facts and make arrangements for the proper identification of the Participant’s signature or mark or receive the information requested.

Section 12.7 No Advance Payment. The Trustees shall not have the power to anticipate or advance the payment of any benefit to any person whose application for any benefit hereunder has been approved.

Section 12.8 Exclusive Benefit Rule. No person, other than the Trustees of the Plan, shall have any right, title or interest in any of the income property of any character received or held by or for the account of the Plan, and no person shall have any vested right to benefits provided by the Plan, nor shall any Employee be entitled to any payment or other equity in the assets of the Plan except as is specifically provided in this Plan. All contributions made to the Plan shall be held in trust for the exclusive benefit of the persons who qualify for benefits under this Plan. No Employee, nor any group of Employees, who cease their status as Employees hereunder, shall have any right to any of the assets of the Plan except as otherwise specifically stated herein.

ARTICLE XIII

CONSTRUCTION

Section 13.1 Law Applicable. The provisions of the Plan shall be construed, regulated and administered under the laws of the Commonwealth of Pennsylvania.

Section 13.2 Savings Clause. If any part or parts of this Plan shall finally, for any reason whatsoever, be declared invalid or ineffective by any Court of competent jurisdiction, the other parts hereof shall nonetheless remain valid and effective and continue in full force and effect.

Section 13.3 Gender. Except as the context otherwise specifically indicates, the masculine pronoun wherever used herein shall include the feminine, the feminine shall include the masculine, the singular shall include the plural, and the plural shall include the singular.

Section 13.4 Trustees Authority. The Trustees have the discretionary power and authority to construe all of the terms of this Plan, and of other Plan Documents, including any terms that may be ambiguous or uncertain, and to make all determinations.

IN WITNESS WHEREOF, the Board of Trustees has caused this amendment and restatement of the Teamsters Local Union 77 Supplemental Pension Plan effective July 1, 2015 to be executed this _ day of __, 2016.

Jock P. Rowe, Trustee

Timothy Middleton, Trustee

Ron George, Trustee

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