

**BCTGM LOCAL 6 AND PARTICIPATING EMPLOYERS
PROFIT SHARING PLAN**

SUMMARY PLAN DESCRIPTION

Revised June 1, 2015

TABLE OF CONTENTS

INTRODUCTION

- Q&A 1. **WHAT IS THE BCTGM LOCAL 6 AND PARTICIPATING EMPLOYERS PROFIT SHARING PLAN?**
- Q&A 2. **AM I ELIGIBLE TO PARTICIPATE IN THE PLAN?**
- Q&A 3. **WHO CONTRIBUTES TO MY ACCOUNT, AND HOW?**
- Q&A 4. **HOW IS MONEY CREDITED TO MY ACCOUNT INVESTED?**
- Q&A 5. **WHEN WILL I BE VESTED IN THE 401(k) DEFERRALS AND ROLLOVER CONTRIBUTIONS CREDITED TO MY ACCOUNT?**
- Q&A 6. **WHEN WILL I BE VESTED IN THE EMPLOYER CONTRIBUTIONS CREDITED TO MY ACCOUNT?**
- Q&A 7. **WHEN CAN I GET MONEY CREDITED TO MY ACCOUNT?**
- Q&A 8. **HOW WILL MONEY CREDITED TO MY ACCOUNT BE PAID TO ME?**
- Q&A 9. **CAN I GET MONEY CREDITED TO MY ACCOUNT IF I HAVE A FINANCIAL HARDSHIP?**
- Q&A 10. **CAN I GET A LOAN AGAINST MY ACCOUNT BALANCE?**
- Q&A 11. **CAN I “ROLL OVER” MONEY FROM MY ACCOUNT TO ANOTHER RETIREMENT PLAN WHEN I RETIRE, RATHER THAN HAVE THE MONEY DISTRIBUTED TO ME?**
- Q&A 12. **CAN I “ROLL OVER” MONEY FROM ANOTHER RETIREMENT PLAN TO THIS PLAN?**
- Q&A 13. **I AM READY TO RETIRE. WHAT SHOULD I DO?**
- Q&A 14. **WHAT HAPPENS IF I DIE BEFORE I RECEIVE MY VESTED ACCOUNT BALANCE?**
- Q&A 15. **WHAT HAPPENS IF THE PLAN TERMINATES?**
- Q&A 16. **WHAT HAPPENS IF I AM NO LONGER ELIGIBLE TO PARTICIPATE IN THE PLAN?**
- Q&A 17. **WHAT HAPPENS IF I DIVORCE MY SPOUSE?**

Q&A 18. WHO ADMINISTERS THE PLAN AND HOW ARE CONTRIBUTIONS, NET EARNINGS AND EXPENSES ALLOCATED?

Q&A 19. WHAT IF I MAKE A CLAIM FOR BENEFITS, AND MY CLAIM IS DENIED?

Q&A 20. WHAT DOES THE U.S. DEPARTMENT OF LABOR SAY ARE MY RIGHTS UNDER THE LAW?

Q&A 21. WHAT ELSE SHOULD I KNOW ABOUT THE PLAN?

CONCLUSION

LOAN PROCEDURES

attached

IMPORTANT INFORMATION FOR FORMER STROEHMANN BAKERIES, L.C. SAVINGS PLAN AND WESTON SAVINGS PLAN PARTICIPANTS, AS WELL AS PARTICIPANTS EMPLOYED WITH STROEHMANN HAZLETON AND STROEHMANN WILLIAMSPORT

attached

INTRODUCTION

The Board of Trustees of the BCTGM Local 6 and Participating Employers Profit Sharing Fund ("Board of Trustees," "Trustees," or "Fund") is pleased to provide eligible employees ("Participants") of the Fund's Profit Sharing Plan ("Plan") with this Summary Plan Description ("SPD"). This SPD summarizes the important provisions of the Plan in an easy-to-read Question and Answer format.

It is the Trustees' hope that this SPD will answer any questions you, as a Participant, may have about the Plan. This SPD is, however, a summary of the Plan. The precise terms of the Plan are contained in the Plan Document. Accordingly, to the extent anything in this S P D conflicts with the terms of the Plan Document, the Plan Document will control.

To perform the day-to-day administration of the Plan, the Fund uses a third-party administrator, Madison Consulting Group (sometimes referred to in this SPD as the "Fund Office"). Please call the Fund Office toll-free at

(877) 762-4768

if you would like to inspect a copy of the Plan Document, or receive a copy of your own at a reasonable copying charge.

This SPD supersedes all SPDs issued prior to April 1, 2015.

Please keep this SPD with your other important papers so that you can refer to it when you have questions. You also should feel free to contact the Fund Office in writing or by telephone at the following address if you have other questions about the Plan:

BCTGM Local 6 and Participating Employers
Profit Sharing Fund
c/o Madison Consulting Group, LLC

2800 E. Silver Springs Blvd.

Suite 201

Ocala FL 34470

352-369-4MCG (4624)

352-369-4628 fax

The Board of Trustees of the BCTGM Local 6 and Participating Employers Profit Sharing Plan reserves the right to amend, modify, or terminate the Plan at any time and for any reason, in accordance with governing law.

QUESTION 1: WHAT IS THE BCTGM LOCAL 6 AND PARTICIPATING EMPLOYERS PROFIT SHARING PLAN?

ANSWER 1: The BCTGM Local 6 and Participating Employers Profit Sharing Plan is a multiemployer retirement savings plan for eligible employees of employers that have agreed to participate in the Plan. The Plan is the product of collective bargaining between BCTGM Local 6 and participating employers.

The Plan is designed to supplement the retirement income that you may enjoy from other sources (for example, Social Security or a Bakery Workers International Union pension). As with other qualified retirement

plans, this Plan will provide a means to accumulate retirement income without paying certain federal taxes until the time you retire or otherwise receive benefits from the Plan.

The Plan is a type of retirement plan called a “defined contribution plan.” Under this type of plan, each Participant will have his or her own bookkeeping account, which will keep track of contributions, investment experience (income, gains and losses) and plan expenses attributable to that account. Upon retirement, each Participant will receive the balance credited to his or her account.

Participants are not guaranteed a certain monthly benefit upon retirement. Moreover, Participants’ benefits are not insured by the Pension Benefit Guaranty Corporation (“PBGC”) or any other entity.

(The other type of retirement plan with which you may be familiar is called a “defined benefit plan.” In a defined benefit plan, you do not have your own account which is credited with contributions. Instead, a defined benefit plan fixes the monthly benefit you will receive upon retirement. The PBGC provides some insurance for defined benefit plan benefits.)

Two types of contributions can be made to the Plan: “Employer Contributions” and “401(k) Deferrals.” Employer Contributions are made by a Participant’s employer in the amount required by a collective bargaining agreement between the employer and BCTGM Local 6, or a participation agreement between the employer and the Fund. 401(k) Deferrals are made by a Participant through deductions from his or her paycheck. Regardless of the type of contribution, a Participant will be solely responsible for choosing among the investment funds offered by the Plan for the investment of money credited to his or her account.

Under certain circumstances, you also can “roll” money into this Plan from another tax-qualified retirement plan.

You will be vested at all times in your 401(k) Deferrals and your Rollover Contributions to the Plan. This means that this money can never be forfeited by you, even if you terminate your employment with a participating employer (or otherwise become ineligible to participate in the Plan). Employer Contributions, however, vest based on your years of service with participating employers, as explained below in Q&A 6.

Generally, a Participant will be able to receive his vested account balance only when he retires or otherwise terminates employment with all participating employers. Under certain other circumstances, however, a Participant may be able to withdraw or borrow money credited to his account before retirement. These circumstances will be described later in this SPD at Q&A 7-10.

Trustees appointed by BCTGM Local 6 and Bimbo Bakeries USA jointly administer the Plan in accordance with the requirements of the Labor Management Relations Act of 1947, the Internal Revenue Code of 1986

(the “Code”), and the Employee Retirement Income Security Act of 1974 (“ERISA”), all as amended. The Trustees’ functions, and the U.S. Department of Labor’s views on your rights under the law, will be described later in this SPD at Q&A 18-20.

QUESTION 2: AM I ELIGIBLE TO PARTICIPATE IN THE PLAN?

ANSWER 2: You are eligible to participate in the Plan if:

- (a) You are employed by a participating employer; and
- (b) You work in a job classification for which the collective bargaining agreement between BCTGM Local 6 and your employer (or the participation agreement between your employer and the Fund) (1) requires your employer to make contributions to the Plan on your behalf; or (2) requires that you be permitted to make 401(k) Deferrals to the Plan (including, if applicable, 401(k) Deferrals made pursuant to an automatic enrollment arrangement); or (3) provides for both types of contributions. Such a job classification is known as “Covered Service.”

If you leave Covered Service, and you have not yet retired, then you will become a “Former Participant” in the Plan. The rights and responsibilities of Former Participants are described in Q&A 16.

QUESTION 3: WHO CONTRIBUTES TO MY ACCOUNT, AND HOW?

ANSWER 3: Money credited to your account comes from the following: (1) Employer Contributions in the amount established by the collective bargaining agreement between BCTGM Local 6 and your employer (or the participation agreement between your employer and the Fund); (2) 401(k) Deferrals deducted from your paycheck with your authorization; or (3) both Employer Contributions and 401(k) Deferrals. In certain circumstances described in Q&A 12, you also can roll over money from other tax-qualified plans to this Plan.

You should review your collective bargaining agreement to see if you are entitled to Employer Contributions, and if so, in what amount. If you are a Participant in the Plan but are not part of a collective bargaining unit, you should review the participation agreement between your employer and the Fund to see if you are entitled to Employer Contributions, and if so, in what amount.

If so provided in your collective bargaining agreement (or participation agreement), you can elect to make 401(k) Deferrals to your account in any flat dollar amount or in any whole percentage of your paycheck.

If you want to make 401(k) Deferrals to your account, you should fill out a deferral election form, which will be available at your worksite or from the Fund Office, and give it to your employer. Such an election will be effective as soon as possible.

Your collective bargaining agreement (or participation agreement) may state that you will be automatically enrolled in the Plan. If you are subject to automatic enrollment, you will be notified by the Fund Office. For further information regarding automatic enrollment, please contact the Fund Office, or review your collective bargaining agreement (or participation agreement).

You should note that if you elect to make 401(k) Deferrals in a flat dollar amount per paycheck, and you do not work many hours in that pay period, then that flat dollar amount (but no more than the amount of the paycheck) still will be deducted from your paycheck. Because of this deduction, the amount actually paid to you for that pay period may be very small. If your hours of work fluctuate from week to week, and you want to avoid this situation, you may want to consider making 401(k) Deferrals based on a percentage of each paycheck.

You will be able to change the dollar amount or percentage of your 401(k) Deferrals at any time. To make such a change, simply fill out a new deferral election form and give it to your employer. Such a change will be effective as soon as possible.

If you receive an annual bonus from your employer, and you wish to defer a different amount from this annual bonus, then simply fill out a special form available through the Fund Office and give it to your employer in sufficient time to honor your special deferral election for the bonus.

You can cancel your 401(k) Deferrals at any time by submitting a new deferral election form to your employer. Payroll deductions will stop as soon as possible.

Importantly, your 401(k) Deferrals are not subject to federal income tax until you receive a distribution from the Plan. Consequently, by making 401(k) Deferrals to the Plan, your reported wages for purposes of determining your federal income taxes for that year will be lower. 401(k) Deferrals are, however, subject to payroll taxes for Social Security and Medicare (known as FICA), and also may be subject to state and local taxes. (For example, Pennsylvania income tax must be withheld on the amount of 401(k) Deferrals to the Plan; however, you will not have to pay Pennsylvania income tax when you receive a distribution from the Plan.)

The example below explains the federal income tax benefits of making 401(k) Deferrals.

John Smith, an eligible employee, makes \$50,000 per year. John would like to contribute 10% of his pay, or \$5,000, to the Plan for Plan Year 2015. On a deferral election form, John indicates that 10% of each paycheck should be contributed to the Plan.

John's Form W-2 for 2015 (which reports to the government his annual income earned from his employer for tax purposes) will

identify his annual income for 2015 for federal income tax purposes as \$45,000. Consequently, he will pay federal income tax for 2015 on only \$45,000. For purposes of FICA (and possibly state and local income taxes) however, John's 2010 income will be considered to be \$50,000, and these taxes will be calculated based on that amount.

You should note that there are three (3) legal limits on the amount of contributions that can go into your account.

First, a Participant who is not age 50 (and will not be age 50 by the end of the year) cannot elect to make 401(k) Deferrals to this or any other plan which in total exceed \$18,000 for 2015 (this limitation is indexed for inflation, and may change in future years).

Second, each year, a Participant who is not age 50 (and will not be age 50 by the end of the year) cannot receive contributions to this Plan and certain other retirement plans which in total exceed 100% of a Participant's compensation or \$53,000 in 2015 (this limitation is indexed for inflation, and may change in future years).

Third, certain employees who are considered "highly compensated employees" may have further limits on their 401(k) Deferrals.

Participants who will be age 50 by the end of the Plan Year can make additional deferrals to the Plan from their paychecks for that year. These additional deferrals are called "catch-up contributions." For 2015, the maximum catch-up contribution is \$6,000. This means that if no other limitation on 401(k) Deferrals described in this Q&A applies to you, and you are or will turn age 50 in the given Plan Year, then in 2015 you can contribute \$24,000 to the Plan from your paycheck on a pre-tax basis.

QUESTION 4: HOW IS MONEY CREDITED TO MY ACCOUNT INVESTED?

ANSWER 4: This Plan is intended to be what is known as an "ERISA Section 404(c) Plan." This means that you will invest your own account balance as you see fit from the range of investment choices offered by the Plan. You will make all final decisions regarding the funds in which to invest the money in your account. Upon retirement, you will receive a distribution of the amount credited to your account. Consequently, you will bear the risk of loss should these investments lose money. Thus, you should select your investments carefully.

The investment choices to be offered under the Plan will be selected by the Trustees, in consultation with the professional advisors to the Plan, from an array of mutual funds and/or other investments. The investment choices will provide you with a variety of options ranging from historically high-risk, high-return investments to historically low-risk, low-return investments. That way, you can better choose the level of risk and return that you want for your own retirement savings.

You will make your initial investment selections on an Enrollment Form which is available at your worksite or from the Fund Office. A “prospectus,” or information report on each investment choice, is also available from the Fund Office upon request, or on-line at www.my.trsretire.com. After you have studied the prospectus for each investment alternative that interests you, simply check the boxes next to those investments that you want, indicate the percentage of your account that you would like invested in each choice, and submit the Enrollment Form to the Fund Office.

In addition, you will be able to change your investment choices, or the percentage of your account you want invested in each choice, by submitting a new form, by calling a toll-free telephone number, or by visiting the Plan’s website pages. The Fund will communicate the 1-800 number and the website address to you separately. This toll-free telephone service and web-site access will be available to you 24 hours a day, 7 days a week, 52 weeks a year (except for periodic updates). By calling this number or visiting the website pages, you also will be able to learn the current status of your account.

If you do not make an investment election, then any money in your account will be invested in a default balanced lifestyle fund available through the Plan, or in such other investment which the Trustees deem prudent.

QUESTION 5: WHEN WILL I BE VESTED IN THE 401(k) DEFERRALS AND ROLLOVER CONTRIBUTIONS CREDITED TO MY ACCOUNT?

ANSWER 5: You are automatically 100% vested at all times in your 401(k) Deferrals (including catch-up contributions) and Rollover Contributions (see Q&A 12) to the Plan, and any earnings on that money.

Additionally, if you had an account balance under the Stroehmann Bakeries, L.C. Savings Plan or the Weston Savings Plan, and your account balance under that plan was transferred to this Plan, you are 100% vested in your entire account balance in the Plan at all times.

QUESTION 6: WHEN WILL I BE VESTED IN THE EMPLOYER CONTRIBUTIONS CREDITED TO MY ACCOUNT?

ANSWER 6: You generally are vested in Employer Contributions to your account, and any earnings on this money, only after you have completed three (3) years of service.

You will earn vesting credit for the time you are working in Covered Service (see Q&A 2) for any and all participating employers. You also will earn vesting credit for “contiguous noncovered service.” This is noncovered service for a participating employer that immediately precedes or follows Covered Service, with no intervening retirement, quit or discharge.

For example, if you move from a position in a participating bargaining unit to a supervisory position for the same participating employer at the same or a different location, you will continue to earn vesting credit for that noncovered service. However, in the case of a controlled group of corporations, or a commonly controlled group of trades or businesses, any transfer of a Participant from one group member to another shall result in the period of noncovered service which precedes or follows the transfer being considered noncontiguous noncovered service. That means that you will not earn vesting credit for that noncovered service, even if there was no intervening retirement, quit or discharge.

In calculating your years of service, the Plan uses a method called "elapsed time." Under this method, your years of service counted toward vesting equal the number of years between your employment commencement date and the date you had a severance from service with all participating employers.

You will have a severance from service when you retire, quit or are discharged. You also will have a severance from service on the one-year anniversary of the day you last worked for any participating employer because of a reason other than a retirement, quit or discharge (for example, a layoff or leave of absence). If the reason you stopped working was to take maternity leave, paternity leave, or leave under the Family and Medical Leave Act, then you will have a severance from service on the two-year anniversary of your last day of work (but in this special case, the second year of absence will not count for vesting purposes).

Example: ABC Bakery hired Susan Johnson and Mary Jones on January 1, 2005 to perform Covered Service. They worked for ABC Bakery until December 31, 2006. At the end of that day, Susan Johnson got laid off and Mary Jones quit.

Susan Johnson is vested in her Employer Contributions because she has three (3) years of service from her employment commencement date (January 1, 2005) to her severance from service date (December 31, 2007, one year after her layoff).

Mary Jones, however, is not vested in her Employer Contributions because she has only two (2) years of service from her employment commencement date (January 1, 2005) to her severance from service date (December 31, 2006, the day she quit).

If you already have three (3) years of service as computed above with one or more participating employers when your current employer commences participation in the Plan, then you will be vested immediately in any Employer Contributions.

You also will become 100% automatically vested in any Employer Contributions if you become disabled as a result of an injury or illness

whose onset occurred while you were still working in Covered Service (see Q&A 7). Similarly, if you die (see Q&A 14) or reach “normal retirement age” (see Q&A 7) while you are still earning vesting credit as described above, you also will become 100% vested in any Employer Contributions. Finally, you will become 100% vested in any Employer Contributions if the Plan “terminates” (see Q&A 15).

In certain limited circumstances, you may forfeit, or lose, your Employer Contributions. If you have a severance from service from all participating employers because of a retirement, quit, discharge, or the one-year anniversary of a lay-off, and you request a distribution of the vested part of your account balance, then you will forfeit any non-vested Employer Contributions upon the distribution. The Plan will restore these forfeited Employer Contributions if: (1) you become disabled under the terms of the Plan (see Q&A 7); (2) you return to work for a participating employer within five (5) years from the date you had a severance from service, and you pay back your distribution from the Plan; or (3) the Plan has a partial or full termination and you are affected.

If you do not elect to take a distribution of the vested part of your account balance (if any) when you have a severance from service from all participating employers, then you will forfeit permanently any non-vested Employer Contributions only when five (5) years pass after your severance from service.

Finally, you will be automatically 100% vested in your Employer Contributions if the terms of your collective bargaining agreement (or participation agreement) provide for “safe harbor” Employer Contributions.

Note: This Q&A describes the Plan's vesting rules effective January 1, 2015. In previous Plan Years, different vesting rules may have applied to your account balance. Please contact the Fund Office if you have any questions about the Plan's vesting rules.

QUESTION 7: WHEN CAN I GET MONEY CREDITED TO MY ACCOUNT?

ANSWER 7: Generally, you may request to receive the vested amount credited to your account only if one of the following situations occurs:

- (a) You retire from employment with all participating employers at or after the date you reach Normal Retirement Age (age 65).
- (b) You retire from employment with all participating employers after you reach Early Retirement Age and you are 100% vested in any Employer Contributions in your account. Early Retirement Age is the earlier of age 55 or, if applicable, the age at which you are entitled to an unreduced early retirement pension from the BCTGM International Union Pension Plan.

- (c) You have a severance from service with all participating employers because of a quit, discharge or layoff.

You have severance from service with all participating employers because of a quit, discharge or layoff on the earliest of the following: the day you quit, the day you are discharged, or the one-year anniversary of your layoff. Accordingly, if you were laid off and there is no intervening retirement, quit or discharge, you will not be eligible for a distribution of your vested account balance until one year after your last day of work.

- (d) You become disabled under the terms of the Plan. Disability means that you are eligible for Social Security disability benefits arising from an injury or illness which occurred while you were still working in Covered Service (see Q&A 2).
- (e) You reach age 70½.

If you are under age 55 and receive a distribution from the Plan upon your termination of employment for any reason other than disability, then, in addition to paying income tax on that distribution, you also may have to pay a 10% federal excise tax. Taxes will not immediately apply, however, if you roll over any such distribution. See Q&A 12.

In order to receive benefits from the Plan in any of the above situations, you will need to submit a Distribution Form to the Fund. These forms are available from the Fund Office. Following the occurrence of one of the above events, your vested account balance will be paid to you after submission of a Distribution Form and approval of the request by the Trustees. Such distributions shall occur following the receipt of any outstanding contributions to your account, but in no event later than 90 days after approval of the distribution by the Trustees.

You also may be eligible to receive money credited to your account in the form of a "hardship distribution" or a loan. These two items are discussed in Q&A 9 and 10, below.

If you previously participated in the Stroehmann Bakeries, L.C. Savings Plan or the Weston Savings Plan, and your account balance under such plan was transferred to this Plan, then you should review the document entitled "Important Information for Former Stroehmann Bakeries, L.C. Savings Plan and Weston Savings Plan Participants" at the end of this SPD for additional information about when you may receive a distribution from the Plan.

QUESTION 8: HOW WILL MONEY CREDITED TO MY ACCOUNT BE PAID TO ME?

ANSWER 8: Except in the case of a hardship distribution (see Q&A 9) or a loan (see Q&A 10), your vested account balance can be distributed to you monthly, quarterly, semi-annually or in a single lump sum payment.. At the time of each distribution, federal income taxes (and, depending on where you

live, state and local taxes) will apply. You may be able to defer payment of federal income tax by “rolling over” your distribution as described in Q&A 11.

Additionally, however, if your vested account balance is greater than \$5,000, you may elect to receive a distribution of your vested account balance in the form of installment payments. These installment payments may last no longer than the lesser of ten (10) years, or the joint and last life expectancy of you and your beneficiary. You may elect to receive installment payments on an annual or quarterly basis.

Please contact the Fund Office for more information on receiving your benefit in the form of installment payments.

If you previously participated in the Stroehmann Bakeries, L.C. Savings Plan or the Weston Savings Plan, and your account balance under such plan was transferred to this Plan, or you are a current participant employed with Stroehmann Hazelton or Stroehmann Williamsport, then you should review the document entitled “Important Information for Former Stroehmann Bakeries, L.C. Savings Plan and Weston Savings Plan Participants, as Well as Current Stroehmann Hazleton and Stroehmann Williamsport Participants” at the end of this SPD for additional information about how you may receive a distribution from the Plan.

QUESTION 9: CAN I GET MONEY FROM MY ACCOUNT IF I HAVE A FINANCIAL HARDSHIP?

ANSWER 9: Yes, under the following circumstances: (1) you have an “immediate and heavy financial need”; (2) the hardship distribution is “necessary” to meet this need; and (3) the hardship distribution is not more than the amount necessary to cover the need. You can only receive a “hardship distribution” from your 401(k) Deferrals to your account, excluding any earnings on those contributions. You cannot receive a “hardship distribution” from any Employer Contributions or Rollover Contributions (see Q&A 12) to your account or earnings on those contributions.

“Immediate and heavy financial need” includes the following: (a) medical expenses for you, your spouse or any of your dependents; (b) costs of purchasing a principal residence for you and your family (not including mortgage payments); (c) payment of tuition and related expenses for post-high school education for you, your spouse or your dependents in the next twelve (12) months; (d) payments to avoid eviction from, or foreclosure on, your principal residence; or (e) under certain conditions, payment of expense for the repair of damage to your principal residence.

The hardship distribution cannot be in excess of what is necessary to meet your immediate and heavy financial need. In addition, in order to receive a hardship distribution, you must have exhausted all other sources of income, including loans from this Plan or other plans

maintained by your employer, unless taking such a loan would only increase the amount of the financial need.

In addition, if you receive a hardship distribution, you cannot make 401(k) Deferrals to the Plan for a period of six (6) consecutive months following the hardship distribution.

If you would like to request a hardship distribution, you need to submit to the Fund a Hardship Distribution Form, which is available from the Fund Office. Please note that you will have to pay federal income taxes and possibly a 10% federal excise tax on a hardship distribution, as well as special charges to your account. Thus, a hardship distribution should be considered a “last resort.”

QUESTION 10: CAN I GET A LOAN AGAINST MY ACCOUNT BALANCE?

ANSWER 10: Yes, in accordance with the Loan Procedures attached to this SPD.

Under the terms of the Plan, the minimum loan amount is \$1,000. In addition, the maximum loan amount (when added to the current outstanding amount of any other loans) is limited to the lesser of: (a) 50% of the Participant’s vested account balance; or (b) \$50,000, reduced by the excess (if any) of (i) the highest outstanding balance of loans during the one-year period immediately preceding the date a loan is to be made, over (ii) the outstanding balance of loans on the date the loan is to be made.

You must repay the loan with interest set by the Trustees in the Plan’s Loan Procedures. The loan, including interest, must be repaid over the period set by the Trustees in the Plan’s Loan Procedures, but not longer than five (5) years, except in the case of a loan to purchase a principal residence. The loan will be secured by your vested account balance. You may have no more loans outstanding at any one time than the number set by the Trustees in the Plan’s Loan Procedures.

If you are a Participant, or a Former Participant who is still employed by a participating employer, then you will repay any Plan loan by payroll deduction.

You will default on a loan if you either do not repay it in accordance with the due dates and maximum repayment period set forth in the loan’s governing documents, or if you have a severance from service with all participating employers because of a retirement, quit, discharge or the one-year anniversary of a layoff.

If you default on a loan, you will be deemed to have received a distribution from the Plan, and income taxes (including, possibly, the 10% excise tax) will apply immediately. Please note also that once you are entitled to a regular distribution from your account, the balance of your account will be reduced by the amount of your loan repayment obligation.

In order to apply for a loan, please contact the Fund Office. Once your application is received and processed, you will receive further communication from the Plan regarding your request.

Last, you should note that although generally you will not be taxed on a loan from your account, there will be special charges to your account for a loan.

QUESTION 11: CAN I “ROLL OVER” MONEY FROM MY ACCOUNT TO ANOTHER RETIREMENT PLAN WHEN I RETIRE, RATHER THAN HAVE THE MONEY DISTRIBUTED TO ME?

ANSWER 11: Yes, if certain conditions are met.

Upon a distribution for retirement, disability or severance from Covered Service, this Plan will make a “direct rollover” of part or all of your account balance to an “eligible retirement plan” at your election (or, upon your death, at your spouse’s election). A “direct rollover” means that the Plan will distribute your account balance to another “eligible retirement plan” rather than pay this amount to you.

An “eligible retirement plan” for a Participant or his or her surviving spouse means that person’s traditional Individual Retirement Account (“IRA”); a Roth IRA; a traditional IRA annuity; an annuity plan described in section 403(a) or 403(b) of the Code that accepts direct rollovers; certain types of plans under section 457(b) of the Code that accept rollovers; or another qualified plan like this Plan that accepts direct rollovers.

You cannot roll over any amount that you are required to receive as “minimum required distributions” under the Code (see Q&A 16). You also cannot roll over a hardship distribution, nor can you roll over any portion of your account balance which, when distributed, would be excludable from your gross income.

If you do not roll over your account balance, then your distribution will be immediately subject to federal income tax (and state and local taxes, if applicable). Moreover, you also may have to pay an additional 10% excise tax on your distribution.

If you would like to roll over your account balance directly to an eligible retirement plan, you must indicate this on your Distribution Form. If you do not request a direct rollover, then the Plan is required by law to withhold automatically 20% of the distribution and remit this amount to the Internal Revenue Service. If this is done, you still can qualify for favorable tax treatment on the 80% net distribution you receive if you roll over this amount to an eligible retirement plan within sixty (60) days of that distribution. In addition, if you want to avoid being taxed on the 20% withheld by the Plan, you will have to include in your rollover an amount of cash equal to the 20% withheld by the Plan, and request a refund of the 20% withheld on your next tax return.

If you receive a payment from the Plan because of the death of a Participant and you are a designated beneficiary other than a surviving spouse, you have the option to roll all or a portion of your distribution to an “inherited IRA.” This is the only rollover option available to you. Payments you receive from the inherited IRA will not be subject to the 10% excise tax. You will be required to receive minimum required distributions from the inherited IRA.

Special tax rules apply to direct rollovers to Roth IRAs; contact the Fund Office or consult your tax advisor for more information.

QUESTION 12: CAN I “ROLL OVER” MONEY FROM ANOTHER RETIREMENT PLAN TO THIS PLAN?

ANSWER 12: Yes, if certain conditions are met.

With the written consent of the Plan, you may direct another tax-qualified retirement plan, or an IRA created solely for the purpose of serving as a place to put Rollover Contributions received from qualified plans (a “conduit IRA”), to transfer to this Plan that portion of your account in such other plan or conduit IRA which is an eligible rollover distribution under applicable law. (Amounts held in a Roth IRA may not be rolled over into the Plan.) The Plan reserves the right to refuse to accept rollovers. For example, the Plan will refuse to accept a rollover contribution if the Trustees determine that such acceptance would jeopardize the Plan’s tax-qualified status.

The Plan will place your Rollover Contributions in a separate Rollover Account. As soon as possible, the Plan will invest your Rollover Account in accordance with your investment instructions. You are 100% vested in your Rollover Account at all times. Generally, you will receive the amounts credited to your Rollover Account in the same manner and at the same time as the rest of your vested account balance.

Please contact the Fund Office if you would like to make Rollover Contributions to this Plan.

QUESTION 13: I AM READY TO RETIRE. WHAT SHOULD I DO?

ANSWER 13: You should complete and submit to the Fund a Distribution Form, which is available from the Fund Office. Once your Distribution Form is processed, you will receive a response from the Fund on what action it will take. If you disagree with the Fund’s action, then you can appeal that decision to the Trustees (see Q&A 19).

QUESTION 14: WHAT HAPPENS IF I DIE BEFORE I RECEIVE MY VESTED ACCOUNT BALANCE?

ANSWER 14: First, if you die while you were still earning vesting credit under the Plan (see Q&A 6), you will become 100% vested in all amounts credited to your account.

Second, your surviving spouse will receive your vested account balance in a single, lump sum payment as soon as practicable after your surviving spouse submits a Distribution Form to the Fund. If, however, there is no surviving spouse, or if your spouse waived the right to receive your vested account balance upon your death on a Beneficiary Designation Form which is properly completed and filed with the Fund, then the designated beneficiary on that form will receive your account balance in a single, lump sum payment (after submission to, and approval by, the Trustees of a Distribution Form).

Beneficiary Designation Forms are available from the Fund Office. If you do not properly complete and file a Beneficiary Designation Form, or if your designated beneficiary dies before you do and you also die before receiving your vested account balance, then the Fund will distribute your vested account balance in the following order of priority: first, to your surviving spouse, if any; then, to your estate or to your heirs as defined under the intestacy laws of the state where you last lived; then, to any person (or people) chosen by the Trustees, in their sole and absolute discretion, and considering all the facts and circumstances they deem relevant.

An individual (or trust) that receives a payment from the Plan because of the death of a Participant and that is a designated beneficiary other than a surviving spouse will have the option to roll all or a portion of the distribution to an "inherited IRA" (see Q&A 11).

QUESTION 15: WHAT HAPPENS IF THE PLAN TERMINATES?

ANSWER 15: The Board of Trustees reserves to itself the power to amend, modify, or terminate the Plan. If the Board terminates the Plan, it will liquidate its assets and, after payment of all outstanding expenses, distribute those assets to Participants and their Beneficiaries in accordance with the terms of the Plan and in proportion to their respective account balances.

If the Plan terminates in its entirety, then you will become 100% vested in all of the money credited to your account. As soon as practicable, you will receive your final account balance in a single, lump sum distribution.

If the Plan terminates in part and you are affected, or if all contributions to the Plan cease, then the vesting rules above will apply, although you will not be entitled to a distribution of your account until you otherwise would be eligible for such a distribution.

QUESTION 16: WHAT HAPPENS IF I AM NO LONGER ELIGIBLE TO PARTICIPATE IN THE PLAN?

ANSWER 16: If you are no longer eligible to participate in the Plan, then, as a Former Participant, you will not be eligible to receive further Employer Contributions, or to make further 401(k) Deferrals or Rollover Contributions, to your account. You also will not be entitled to have

additional amounts credited to your account because of the forfeiture of accounts by other Participants. However, you may still manage the investments in your account, and you will continue to be eligible for regular distributions (see Q&A 7); hardship distributions (see Q&A 9); and – if you remain working for a participating employer – loans (see Q&A 10).

If you become a Former Participant, you also may forfeit any non-vested Employer Contributions, but only in the limited circumstances described at the end of Q&A 6.

In addition, you cannot keep your vested account balance in the Plan indefinitely. The Internal Revenue Code requires that certain “minimum required distributions” be paid from the Plan no later than April 1 of the calendar year following the calendar year in which you turn age 70½, unless you have not yet retired from all participating employers. Such distributions cannot be rolled over to another retirement plan (see Q&A 11).

Finally, if you terminate employment with all participating employers and work (other than in self-employment) 40 or more hours in a calendar month (1) in the same industry, (2) in the same trade or craft, and (3) in the same geographic area as your former job with a participating employer, then you will not be entitled to receive a distribution of any vested Employer Contributions from the Plan until you stop such work, or turn age 70½.

QUESTION 17: WHAT HAPPENS IF I DIVORCE MY SPOUSE?

ANSWER 17: If a domestic relations order is entered by a state court, which order requires that your spouse, former spouse, child, or other dependent be given an interest in your account balance, and that order is found to be “qualified” by the Fund (referred to as a “QDRO”), then that person will have rights to some or all of your account balance in accordance with that QDRO. In this regard, the Fund has developed Qualified Domestic Relations Order Procedures which are available from the Fund Office, or which will be sent to you upon request and at no charge.

QUESTION 18: WHO ADMINISTERS THE PLAN, AND HOW ARE CONTRIBUTIONS, NET EARNINGS AND EXPENSES ALLOCATED?

ANSWER 18: The Board of Trustees is composed of an equal number of representatives chosen by BCTGM Local 6 and representatives chosen by participating employers. These Trustees jointly administer this Plan. It is their responsibility, in consultation with any professional advisors hired by them (administrators, attorneys, investment consultants, recordkeepers, etc.), to ensure that this Plan is operated in the best interests of Plan Participants and Beneficiaries.

Contributions on your behalf, net earnings, and administrative expenses are allocated to your account as of “valuation dates.” The Plan defines

“valuation date” as December 31 of each year, or such more frequent dates as the Trustees, in their discretion, select. Currently, the Plan values accounts on a daily basis. As of each valuation date, your account will be adjusted to reflect the following since the last valuation date: any contributions made on your behalf, any distributions from your account, net earnings on the investment of your account, and administrative expenses.

Allocation of administrative expenses depends on the type of expense. For example, special expenses attributable only to your account will be charged to your account. These special expenses include investment management fees specific to your investment choices (see Q&A 4); distribution processing fees (see Q&A 7); hardship distribution processing fees (see Q&A 9); loan processing fees (see Q&A 10); and QDRO processing fees (see Q&A 17). In addition, each Participant’s account will be charged a uniform flat-dollar amount per quarter or year for all other administrative expenses.

Any distributions from your account will be based on the valuation date immediately preceding your distribution.

QUESTION 19: WHAT IF I MAKE A CLAIM FOR BENEFITS FROM THE PLAN, AND MY CLAIM IS DENIED?

ANSWER 19: If your claim for benefits from the Plan is denied in whole or in part, you will receive written notification of the denial within 90 days (180 days if the Fund notifies you of a need for an extension). This denial will explain the reason for the denial; it will cite the relevant Plan provisions on which the denial is based; it will tell you what you need to do to correct your claim (for example, what further information you could provide which might change the decision) and why such information is needed; and it will tell you how to file a claim denial appeal with the Board of Trustees, and of your right to bring an action under section 502(a) of ERISA following such an appeal.

A claim denial appeal must be filed in writing, with the Fund Office, within 60 days of the date you receive the claim denial. You are entitled to and should submit with your claim denial appeal whatever arguments, documents or other information in support of your claim that you would like the Trustees to consider. If you would like, you also can review the materials relevant to your claim denial by appointment or by request for copies (these copies will be provided free of charge.)

You will receive a written decision from the Board of Trustees on your claim denial appeal within 60 days of the Fund Office’s receipt of your claim denial appeal. If your claim denial appeal requires further consideration, then you will be notified before the close of the initial 60 day period that the Trustees will decide your appeal no later than 120 days after the Fund Office received your claim denial appeal.

The claim denial appeal decision of the Board of Trustees shall contain the reasons for the decision, the specific Plan provisions on which the decision is based, a statement that you are entitled to receive, upon request and free of charge, reasonable access to and copies of all documents, records and other information relevant to your claim for benefits, and a statement of the your right to bring an action under section 502(a) of ERISA.

The Trustees have the power and discretion to construe Plan provisions and interpret ambiguous terms to resolve questions of eligibility; questions of the amount, manner, and time of payment of any benefits under the Plan; or any other questions which may arise. They also have the discretionary authority to determine the relevant facts; to apply the law and the terms of the Plan to the facts; and to determine the documents, materials, records, and other information that are relevant to your claim. All decisions by the Trustees shall be final, conclusive, and entitled to the maximum deference permitted under law.

QUESTION 20: WHAT DOES THE U.S. DEPARTMENT OF LABOR SAY ARE MY RIGHTS UNDER THE LAW?

ANSWER 20: The U.S. Department of Labor requires that the Plan provide you with this statement, which sets forth its views of your rights under this Plan:

As a Participant in the BCTGM Local 6 and Participating Employers Profit Sharing Plan, you are entitled to certain rights and protections under ERISA. ERISA provides that all Plan Participants shall be entitled to:

Receive Information About Your Plan and Benefits

(1) Examine, without charge, at the Fund Office and at other specified locations, such as worksites and union halls, all Plan documents, including insurance contracts, collective bargaining agreements and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

(2) Obtain, upon written request to the Board of Trustees, copies of all Plan documents, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) . The Plan may make a reasonable charge for the copies.

(3) Receive a summary of the Plan's annual financial report. The Board of Trustees is required by law to furnish each Participant with a copy of this summary annual report.

(4) Obtain a statement telling you whether you have a right to receive a pension at normal retirement age (age 65) and if so, what your benefits would be at normal retirement age if you stop working under the Plan now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once every twelve (12) months. The Plan must provide the statement free of charge.

Prudent Action by Plan Fiduciaries

In addition to creating rights for Plan Participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and the other Plan Participants and Beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a pension benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time periods.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Board of Trustees to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Trustees. If you have a claim for benefits which is denied or ignored in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in a Federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance with Your Questions

If you have any questions about your Plan, you should contact the Fund Office. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Board of Trustees, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory, or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration, or by visiting www.dol.gov.

QUESTION 21: WHAT ELSE SHOULD I KNOW ABOUT THE PLAN?

ANSWER 21: The following list contains other important information about this Plan:

The Plan's Full Name, Address and Telephone Number:

BCTGM Local 6 and Participating Employers Profit Sharing Plan
c/o Madison Consulting Group, LLC
2800 E. Silver Spring Blvd., Ste. 201
Ocala, FL 34470
352-369-4MCG (4624)
352-369-4628 fax

The Plan's Employer Identification Number (EIN): 23-2972313

Plan Number: 001

Type of Plan: Profit Sharing Plan intended to comply with section 404(c) of ERISA.

Last Day of the Plan Year: December 31

The Plan Trustees' Names and Addresses

Union Trustees: Henry (Hank) McKay, President/Business Manager
BCTGM Local 6
601 Dresher Rd., Suite 103
Horsham, PA 19044

Kevin Looney, Vice-President/
Financial Secretary/Treasurer
BCTGM Local 6
601 Dresher Rd., Suite 103
Horsham, PA 19044

Employer Trustees: John Bowden, Regional Vice President
Bimbo Bakeries USA
255 Business Center Drive
Horsham, PA 19044

Philip Paturzo, Director
Human Resources & Labor Relations
Bimbo Bakeries USA
255 Business Center Drive
Horsham, PA 19044

The Board of Trustees administers the Plan in accordance with Plan Documents.

Service of Legal Process:

Service of legal process may be made upon the Board of Trustees at the Fund Office.

List of Employers; Collective Bargaining Agreements:

A complete list of participating employers is available for examination by appointment at the Fund Office or by written request. You may request in writing whether a particular employer participates in the Plan, and if so, that employer's address. Copies of collective bargaining agreements of participating employers are available for examination by appointment at the Fund Office or by written request.

CONCLUSION

The Trustees of the BCTGM Local 6 and Participating Employers Profit Sharing Plan hope that this SPD has answered your questions about the Plan and how it can help you save additional money for your retirement. Again, please keep this SPD with your other important documents so that you can refer to it when you have questions about the Plan.

Very truly yours,

UNION TRUSTEES

Hank McKay
Kevin Looney

EMPLOYER TRUSTEES

John Bowden
Philip Paturzo

BCTGM LOCAL 6 AND PARTICIPATING EMPLOYERS PROFIT SHARING PLAN PARTICIPANT LOAN PROCEDURES

1. Eligibility. A Participant or Beneficiary of who is a “party in interest” as that term is defined in section 3(14) of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”), is eligible to apply for a loan from the BCTGM Local 6 and Participating Employers Profit Sharing Plan (the “Plan”). Except in rare cases, this means a current employee of a participating employer (whether or not he or she works in Covered or Non-Covered Service under the Plan) who has a vested account balance in the Plan. For purposes of these procedures, the term “Participant” shall be used to describe a person eligible to apply for a loan from the Plan.
2. Maximum Number of Loans. A Participant may not have more than two (2) outstanding loans from this Plan at any time.
3. Minimum Loan Amount. The minimum loan amount is \$1,000.00.
4. Maximum Loan Amount. The maximum amount available for a loan (when added to the current outstanding amount of any loans from this Plan or other qualified retirement plans sponsored by the Participant’s employer or employer affiliates) is the lesser of (a) 50% of the total vested account balance, or (b) \$50,000 reduced by the excess (if any) of the highest outstanding balance on any loans to the Participant during the one-year period immediately preceding the date the loan is to be made over the outstanding balance of loans on the date the loan is to be made.

Failure to adhere to these limits may result in undesirable tax consequences.

5. Interest. The interest rate on Participant loans will be equal to the prime rate, as shown in the Wall Street Journal on the first business day of the month in which the loan is made, plus 1%. The rate will not change during the loan repayment period.

The Board of Trustees reserves the right to change the loan interest rate. Any such change only will apply to a loan issued after any change takes effect, not to an existing loan.

Interest on Plan loans is not deductible for federal income tax purposes. Participants should consult the Internal Revenue Service or a qualified tax advisor for further information on this issue.

6. Loan Duration. No loan shall extend for more than five (5) years, except loans taken to purchase a Participant’s principal residence, which shall not extend for more than twenty (20) years.
7. Proration of Loan Over Contribution Types and Investments. The Plan will spread the loan over all available contribution types (401(k) deferrals, employer contributions, and rollovers) of the Participant’s vested account balance, and over all investments selected by the Participant, on a pro rata basis.
8. Loan Documents; Security. Each loan shall be evidenced by Loan Documents signed by the Participant and shall be secured by the Participant’s vested account balance.

9. Repayments. Loan repayments will include both interest and a portion of the outstanding principal.

Loan repayments will be invested according to the Participant's current investment account allocation.

Loan repayments will be made using a regular, periodic payroll deduction method. If payroll deduction is not available through no fault of the Participant, the Plan shall attempt to make reasonable alternative arrangements for loan repayments at the request of the Participant.

A former employee may continue to have an outstanding loan that was initiated prior to the date he or she ceased to be employed by all participating employers, but only for so long as the former employee maintains an account balance under the Plan and continues to make loan payments on a monthly basis by making the appropriate arrangements with the recordkeeper servicing the loan.

10. Default. A loan will be in default on the earliest of the following: (a) if payment is not received by the last day of the calendar quarter following the calendar quarter during which a payment was missed; (b) if the loan is not repaid in the maximum time period specified in the Loan Documents (i.e., usually five (5) years); or (c) if the Participant has a severance from service with all participating employers because of a retirement, quit, discharge or the one-year anniversary of a layoff, and fails to repay the entire outstanding principal plus interest on the loan by the last day of the calendar quarter following the calendar quarter during which such severance from service occurred. Alternatively, Participant may elect to continue making installment payments to repay a loan after termination of employment with all participating employers. In this case, the Participant must make regular monthly payments on a revised schedule of amount and payments dates as calculated by the recordkeeper servicing the loan to repay the loan with interest in full in substantially equal payments over the remaining period of the original period of the loan. The Participant will make these installment payments directly to the recordkeeper. If the Participant fails to make these payments in accordance with the revised schedule, the loan will be in default.

Upon default, the amount of the loan outstanding shall immediately become due and payable in full. Moreover, the outstanding loan amount shall be a deemed distribution, and federal income taxes (including possibly penalties) will apply. Finally, the amount of the outstanding loan shall be deducted from the Participant's account when there otherwise would be a distributable event under the terms of the Plan and applicable law.

Last, Participants who have a loan in default cannot apply for or receive another loan from the Plan during any period when the defaulted loan remains in default.

11. Suspensions. If a Participant is on a leave of absence (such as workers compensation leave, a disability leave, a Family and Medical Leave, etc.), either without pay from the employer or at a rate of pay (after income and employment tax withholding) that is less than the amount of the installment payments required under the terms of the loan, then monthly loan installment payments will be suspended upon the request of the Participant. After the leave of absence ends or one (1) year after it begins, whichever is earlier, any suspended loan will be reamortized to increase installment payments to ensure that the loan and all applicable interest will be repaid by the end of the loan's

original term. In addition, if the leave of absence is due to military service, the loan shall be suspended and repayments shall be resumed in accordance with applicable law. Participants who have outstanding loans should notify the Fund Office when they are on a leave of absence.

12. Early Repayment. Loans may be paid in full at any time without penalty.
13. Effect of Loan on Distributions. A Participant who has requested a loan and who receives a distribution will be treated as having agreed to a reduction of his/her account balance by an amount equal to the outstanding loan balance.
14. Fees. There is a non-refundable loan set-up fee of \$75, or such other amount as the Trustees may determine from time to time, which shall be deducted from the Participant's account.

Important Information for Former Participants in the Stroehmann Bakeries, L.C. Savings Plan or the Weston Savings Plan, as Well as Current Stroehmann Hazleton and Stroehmann Williamsport Participants

If you used to participate in the Stroehmann Bakeries, L.C. Savings Plan or the Weston Savings Plan, and your account balance in that plan was transferred to the BCTGM Local 6 and Participating Employers Profit Sharing Plan, or you participate in the Plan based on your current employment with Stroehmann Hazleton or Stroehmann Williamsport, then you may elect the following additional distribution options under the Plan:

In-Service Distributions at Age 59½

If you are age 59½, you can elect to receive an in-service distribution of all or a part of your vested account balance which is attributable to the following (and any earnings on these amounts):

- 401(k) Deferrals (including catch-up contributions)
- Rollover Contributions
- Employer Matching Contributions

You may not receive an in-service distribution of amounts attributable to Employer Contributions that are not matching contributions.

From time-to-time, the Trustees may impose some administrative restrictions on in-service distributions (for example, the maximum number of distributions that an eligible Participant may receive in a Plan Year, the minimum amount of a distribution, etc.). Please contact the Fund Office for more information on in-service distributions.

If you would like to request an in-service distribution, you need to submit to the Fund a Distribution Form, which is available at the Fund Office. You should know that you will have to pay federal income taxes (and, depending on where you live, state and local taxes) on an in-service distribution, as well as special charges to your account. You may be able to defer payment of federal income tax by “rolling over” your in-service distribution. More information on rollovers is provided in Q&A 12 of this SPD.