

**CENTRAL PENNSYLVANIA TEAMSTERS PENSION FUND
CONSOLIDATED FUND AGREEMENT
DOMESTIC RELATIONS ORDER PROCEDURE**

In the case of Domestic Relations Order (“DRO”) received by the Central Pennsylvania Teamsters Pension Fund (the “Fund”), a determination as to whether such DRO is a Qualified Domestic Relations Order (“QDRO”) under the Employee Retirement Income Security Act of 1974, as amended (“ERISA”), and the Internal Revenue Code of 1986, as amended (the “Code”), shall be made. The following procedures shall govern disposition of each such determination:

1. **NOTICE TO FUND:** the Plan Administrator, or its delegate, shall receive any DRO delivered to the Fund and shall record the date of receipt of each such DRO.

2. **NOTICE TO PARTICIPANT AND ALTERNATE PAYEES:** Promptly after the receipt of a DRO by the Fund, the Plan Administrator or its delegate shall notify the Participant and any Alternate Payee named in the DRO that such DRO has been received by the Fund. To the extent identified, counsel for the parties also shall receive notice. Alternate Payee shall mean any spouse, former spouse, child or other dependent of a Participant who is recognized by a DRO as having a right to receive all or a portion of the Benefits payable by the Fund with respect to such Participant. No other person or entity shall be deemed an Alternate Payee hereunder.

Parties receiving notice hereunder may be jointly referred to as “Interested Parties.” The notice forwarded to Interested Parties shall include the following:

(a) The fact that a DRO has been received; and

(b) A statement to the effect that the Fund will, within a reasonable period of time following receipt of the DRO, proceed with its determination as to whether the DRO constitutes a QDRO. During this determination period, any Interested Party may submit comments and additional information to the Fund in order to assist the Fund in reaching its determination as to QDRO status. Any comments and additional information shall be made in writing to the Fund with copies to all other Interested Parties. The Plan Administrator shall consider comments and additional information made by Interested Parties in reaching its determination; and

(c) A statement notifying the Participant and each Alternate Payee that such party may designate a representative to receive copies of notices to be sent to that party with respect to the QDRO determination procedure; and

(d) The names and addresses of each Interested Party to the extent such information has been provided to the Fund by the DRO.

(e) A copy of these Procedures.

3. QDRO REQUIREMENTS: A DRO, in order to satisfy the requirements of a QDRO, must:

(a) be a judgment, decree or order (including approval of a property settlement agreement) which relates to the provision of child support, alimony payments, or marital property rights to a spouse, former spouse, child or other dependent of a Participant, and which is made pursuant to a state domestic relations law (including a community property law); and

(b) create or recognize the existence of an Alternate Payee's right to, or assign to an Alternate Payee the right to, receive all or a portion of the Benefits payable with respect to a Participant in the Fund; and

(c) clearly specify

(1) the name and last-known mailing address (if any) of the Participant and the name and mailing address of each Alternate Payee covered by the DRO,

(2) the amount or percentage of the Participant's Benefits to be paid by the Fund to each such Alternate Payee, or the manner in which such amount or percentage is to be determined,

(3) the number of payments or period to which such DRO applies, and

(4) each Fund or Plan to which such DRO applies; and

(d) clearly not require

(1) the Fund to provide any type of form of Benefit, or any option, not otherwise provided under the applicable plan document, or

(2) the Fund to provide increased Benefits (determined on the basis of actuarial value), or

(3) the payment of Benefits to an Alternate Payee which are required to be paid to another Alternate Payee under another DRO previously determined to be a QDRO with respect to the Participant.

The DRO will not be treated as failing to meet the requirements of subparagraph (d)(1) above solely because the DRO requires that payment of Benefits be made to an Alternate Payee:

(i) in the case of any payment before a Participant has separated from service with his or her Employer under the Fund, on or after the date on which the Participant attains (or would have attained) the “Earliest Retirement Age” under the applicable plan document (that is, the earliest date on which, under the document, the Participant could elect to receive Benefits if he separated from service);

(ii) as if the Participant had retired on the date on which such payment is to begin under such DRO (but taking into account only the present value of the Participant’s Benefits actually accrued under the Fund and not taking into account the present value of any subsidy for Early Retirement); and

(iii) in a form in which such Benefits may be paid under the Fund to the Participant (other than in the form of a joint and survivor annuity with respect to the Alternate Payee and his or her subsequent spouse).

4. DETERMINATION OF QDRO STATUS AND RIGHT TO APPEAL: Within a reasonable period of time following receipt of the DRO, the Plan Administrator, with the assistance of counsel, shall determine whether the DRO constitutes a QDRO in accordance with the provisions of paragraph 3 above. The Plan Administrator shall promptly notify all Interested Parties once it has made a determination as to the qualified status of a DRO. If the Plan Administrator determines that a DRO is not a QDRO, the Plan Administrator shall notify all Interested Parties of

the reason or reasons for this determination. If the Plan Administrator determines that the DRO is a QDRO, notice of such determination shall be forwarded to all Interested Parties.

Interested parties shall have the right to appeal the decision regarding the status of the DRO within 60 days of the date that the Plan Administrator sends the determination letter. During this period, the portion of the Participant's benefits that would be payable pursuant to the DRO if the DRO were qualified shall not be distributed from the Plan, unless the parties mutually consent to the distribution. (In the event the amount payable pursuant to the DRO is unclear, the Plan Administrator may withhold payment of all amounts until the end of the 60-day period.) Any appeal must be submitted in writing, include the basis for the appeal and any additional relevant information. All Interested Parties should be served with copies of the appeal. Any Interested Party may request additional information from the Fund office.

5. SEGREGATION OF MONIES PAYABLE: During any period in which the qualified status of a DRO is being determined by the Plan Administrator or by a court of competent jurisdiction or otherwise, the Plan Administrator shall segregate the amounts which would have been payable to the Alternate Payee during such determination period if the DRO had been determined to be a QDRO. Upon determination, amounts so segregated shall be paid as provided below. During such determination period, monies so segregated shall not be distributed.

Notwithstanding the preceding, if within the 18-month period beginning with the date on which the first payment would be required to be made under the domestic relations order, it is determined that the order is not a QDRO or the issue of whether the

order is a QDRO has not been resolved, the Plan Administrator will pay the segregated amounts to the person(s) to whom it would have been entitled if there had been no order. Determinations made after the eighteen (18) month period has elapsed shall be applied on a prospective basis and shall not affect distributions previously made by the Fund.

6. RIGHTS OF FORMER SPOUSE: To the extent provided in any QDRO, the former spouse of a Participant shall be treated as a surviving spouse of such Participant for purposes of ERISA and the Code.

7. QDRO STATUS DETERMINED BY COURT OR OTHER ENTITY: In the event the Plan Administrator determines that QDRO status is in the process of being determined by a court of competent jurisdiction or similar entity prior to that date that the Fund has reached a determination with respect to the same issue, the Fund shall abide by the decision of such court or other similar entity provided that all Interested Parties are under the jurisdiction of such court or other entity. Upon determination, the Fund shall pay Benefits pursuant to the determination. If such determination is not made within an eighteen (18) month period commencing with the date on which the DRO would require payment to the Alternate Payee, the Fund shall pay all segregated amounts to the person(s) to whom the Benefits would be payable without regard to the DRO, and shall notify all Interested Parties that such payment is being made pursuant to this provision of the Procedure. Determinations made after the eighteen (18) month period has elapsed shall be applied on a prospective basis and shall not affect distributions previously made by the Fund.

8. DRO MODIFICATIONS: In the event the Fund receives a modified DRO, such modified DRO shall be deemed a new DRO for purposes of this

Procedure. The modified DRO shall be processed in the same manner as any other DRO received by the Fund. If, however, the Plan Administrator determines, in its sole discretion, that the modifications to the DRO are solely for the purpose of expediting the determination of QDRO status, are straightforward, and are not subject to reasonable questions by adverse parties, the Plan Administrator may proceed with the determination of the DRO as modified and is not required to begin the determination process again. Any such amended determination generally shall be prospective only.

9. DISCHARGE OF FUND OBLIGATIONS: All determinations made hereunder shall be deemed final and binding upon the Fund, the Participant, the Alternate Payees and other Interested Parties. The Plan Administrator and the Fund shall be discharged from all obligations to the Participant and the Alternate Payees to the extent of any payment made pursuant to such actions.

10. ALTERNATE PAYEES BOUND BY PLAN DOCUMENTS: The provisions of the applicable plan documents shall be applicable to all Alternate Payees. The Plan Administrator shall furnish to Alternate Payees all documents, notices and other information generally furnished to a Participant of the Fund which the Plan Administrator, in its sole discretion, believes to be applicable to the Alternate Payee. Such information shall be furnished to the Alternate Payee at the address set forth in the DRO, or such address as the Alternate Payee may otherwise designate in writing. The Alternate Payee shall not acquire any right or interest in the Fund, other than as such Alternate Payee may acquire pursuant to a QDRO. Each Alternate Payee shall be required to advise the Fund, by written notice, of a change to his or her name, address, marital status or any other circumstances that may affect the Alternate Payee's

entitlement to Benefits under the terms of the QDRO or otherwise. The Plan Administrator shall have no affirmative duty to seek such information and shall be discharged from any obligations relating to payments made pursuant to information previously filed with the Fund, until such further information is provided pursuant hereto.

11. NOTICE REQUIREMENTS: Any and all notices required hereunder, unless specifically indicated otherwise, shall be sufficient if sent by United States mail, first class, postage paid.

12. PROPOSED ORDERS: The Plan Administrator shall review proposed orders and advise the Interested Parties whether, if the proposed order were executed by the court, and filed with the Fund office, the proposed order would constitute a QDRO.

13. NOTICE OF INTENT TO FILE DRO: If the Fund receives written notice that a QDRO is being sought with respect to the payment of benefits to any Participant before those benefits have commenced, the Plan Administrator may, in its sole and absolute discretion, delay the payment of those benefits for a reasonable period of time.

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