

**POWER OF ATTORNEY AND DECLARATION OF REPRESENTATIVES BEFORE
THE DEPARTMENT OF THE TREASURY FOR THE WAREHOUSE EMPLOYEES
UNION LOCAL NO. 730 PENSION TRUST**

Applicant

The Board of Trustees of the Warehouse Employees Union Local No. 730 Pension Trust
911 Ridgebrook Road
Sparks, MD 21152
Contact Name: Alicia Cochran
T: (410) 683-7763
E: Aliciac@associated-admin.com
Plan Number: 52-6124754
Plan EIN: 001

Applicant hereby appoints the following representatives as attorneys-in-fact to represent the taxpayer before the Department of the Treasury and perform acts related to the attached application dated February 26, 2021 for suspension of benefits under § 432(e)(9) of the Internal Revenue Code of 1986, as amended.

Representatives' Information:

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Licensing Jurisdiction: District of Columbia
DC Bar No.: 435036
EIN: 23-1311874

Send copies of notices and communications to representative: **YES.**

With the exception of the acts described below, I authorize my representative(s) to receive and inspect my confidential tax information and to perform acts that I can perform with respect to the attached application dated February 26, 2021 for suspension of benefits under § 432(e)(9). For example, my representative(s) shall have the authority to sign any agreements, consents, or similar documents.

Specific acts not authorized: **NONE.**

Trustee Applicant

Ritchie Brooks

Jason Paradis

Declaration of Representatives

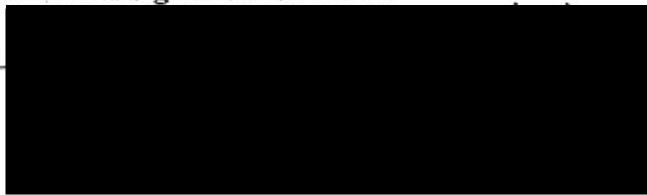
Under penalties of perjury, by my signature below I declare that:

- I am not currently suspended or disbarred from practice before the Internal Revenue Service;
- I am authorized to represent the Applicant for the matter(s) specified in this Power of Attorney and Declaration of Representative; and
- I am one of the following:
 - a Attorney—a member in good standing of the bar of the highest court of the jurisdiction shown below.
 - b Certified Public Accountant—duly qualified to practice as a certified public accountant in the jurisdiction shown below.
 - c Enrolled Agent
 - d Officer—a bona fide officer of the Applicant.
 - e Full-Time Employee—a full-time employee of the Applicant.
 - f Enrolled Actuary—enrolled as an actuary by the Joint Board for the Enrollment of Actuaries under 29 U.S.C. 1242 (the authority to practice before the Internal Revenue Service is limited by section 10.3(d) of Circular 230).
 - g Enrolled Retirement Plan Agent

Required information for Representative: **A. See information presented above.**

Attorney Representatives Sign and Date Here:

Merle DeLancey



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Representatives' Information:

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Licensing Jurisdiction: District of Columbia
DC Bar No.: 444104
EIN: 23-0891050

Send copies of notices and communications to representative: **YES.**

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Trustee Applicants Sign and Date Here:

Ritchie Bro

Jason Paradi

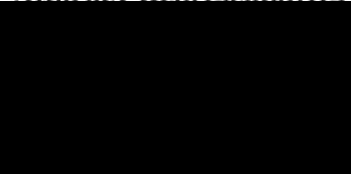
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 - g Enrolled Retirement Plan Agent

Required information for Representative: **A. See information presented above.**

Attorney Representatives Sign and Date Here:



James T. Kimble 2/9/2021

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Representatives' Information:

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EA Number: 20-05197

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Jason Parad

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 - f Family Member—a member of the taxpayer's immediate family (spouse, parent, child, grandparent, grandchild, step-parent, step-child, brother, or sister).
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 - h Unenrolled Return Preparer—Authority to practice before the IRS is limited. An unenrolled return preparer may represent, provided the preparer (1) prepared and signed the return or claim for refund (or prepared if there is no signature space on the form); (2) was eligible to sign the return or claim for refund; (3) has a valid PTIN; and (4) possesses the required Annual Filing Season Program Record of Completion(s).
 - k Enrolled Retirement Plan Agent
 - k Qualifying Student or Law Graduate—receives permission to represent taxpayers before the IRS by virtue of his/her status as a law, business, or accounting student, or law graduate working in a LITC or STCP. See instructions for Part II for additional information and requirements.
 - r Enrolled Retirement Plan Agent—enrolled as a retirement plan agent under the requirements of Circular 230 (the authority to practice before the Internal Revenue Service is limited by section 10.3(e)).

Required information for Representative: **G. See information presented above.**

Attorney Representatives Sign and Date Here:

Peter Hardcastle 

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Representatives' Information:

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|--|

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Ritchie Brooks

Jason Paradis

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Required information for Representative: G. See information presented above.

Attorney Representatives Sign and Date Here:

Matt Deveney

**WAREHOUSE EMPLOYEES UNION
LOCAL NO. 730 PENSION TRUST FUND
PLAN DOCUMENT**

As Amended and Restated Effective January 1, 2015

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ARTICLE I RESTATEMENT AND PURPOSE

1.1 RESTATEMENT OF PENSION

Pursuant to the authority provided by Article V of the Trust Agreement, the Trustees hereby amend and restate the Plan effective January 1, 2015. The Plan is amended and restated to (i) incorporate all prior amendments; and (ii) make certain clarifying changes. Except as herein provided, all the terms and conditions of the Plan as in effect prior to January 1, 2015 which are inconsistent with the provisions of the Plan are superseded effective January 1, 2015. For Participants who have retired prior to January 1, 2015, see Plan documents dated prior to January 1, 2015, for benefits under the Plan. Nevertheless, nothing contained herein shall affect the entitlement to benefits under the Plan of any Employee who was a Participant in the Plan prior to the date of restatement.

1.2 PURPOSE OF PENSION PLAN - EXCLUSIVE BENEFIT

This Plan is established for the purpose of providing retirement and certain other benefits to Employees who qualify for participation hereunder. All contributions made by participating Employers and all contracts, income and other assets held under the Plan shall be applied only as provided herein. It shall be impossible at any time for any part of the corpus or income of the Plan to be used for, or diverted to, purposes other than the exclusive benefit of Employees or their Beneficiaries or for the payment of applicable expenses of maintaining the Plan.

ARTICLE II DEFINITIONS

The following terms, when capitalized, shall have the meaning shown. The masculine pronoun whenever used in this Section and in the entirety of the Plan shall also include the feminine pronoun.

2.1 ACCRUED BENEFIT

(a) Calendar Years Prior to January 1, 1978

For Participants who terminated employment with an Employer prior to January 1, 1978, "Accrued Benefit" shall mean a Participant's prospective Normal Retirement Benefit, payable at his Normal Retirement Date in the Normal Annuity Form as calculated under the Plan as effective on the date of termination, multiplied by a fraction, the numerator of which is the number of Years of Service for Benefit Accrual a Participant has accumulated on the date the determination of this accrued benefit is made and the denominator of which is the number of Years of Service for Benefit Accrual he would accumulate if he continued to be employed by an Employer until his Normal Retirement Date.

(b) Calendar Years Commencing on or After January 1, 1978, and Before January 1, 1981

For Participants who terminated employment with an Employer on or after January 1, 1978, but before January 1, 1981, "Accrued Benefit" shall mean:

- (i) For Participants who commenced participation after January 1, 1978, a Participant's Normal Retirement Benefit computed under the percentage of contributions formula described in Section 5.4 as then in effect, taking into account only those contributions an Employer was obligated to make on a Participant's behalf under the percentage of contributions formula up

to the date the determination of the Participant's Accrued Benefit is made;
or

- (ii) For Participants who commenced participation prior to January 1, 1978, the greater of the benefit described in (i) above or a Participant's prospective Normal Retirement Benefit, computed under the flat benefit formula described in Section 5.3 as then in effect and multiplied by the fraction specified in (a) above.

(c) Calendar Years Commencing January 1, 1981 and After

For Participants who terminate employment after January 1, 1981, "Accrued Benefit" shall mean the greater of the following:

- (i) A Participant's prospective Normal Retirement Benefit computed under the flat benefit formula described in Section 5.3 and multiplied by the fraction specified in (a) above; or
- (ii) The Participant's Normal Retirement Benefit computed under the percentage of contributions formula described in Section 5.4, taking into account only those contributions an Employer was obligated to make on a Participant's behalf under the percentage of contributions formula up to the date the determination of the Participant's Accrued Benefit is made.

A Participant's prospective Normal Retirement Benefit, for purposes of this Section 2.1, shall be determined by computing the benefit to which the Participant would be entitled if he were to remain in the Plan until his Normal Retirement Date.

2.2 ACTUARIAL EQUIVALENT

"Actuarial Equivalent" shall mean the dollar value on any specified date computed to be equal in value to an amount under another form of payment on the basis of appropriate mortality,

interest and other actuarial factors. Unless otherwise indicated, the following assumptions will be used:

- (a) the 1983 Group Annuity Mortality Table for Males with the Spouse's age set back six (6) years, and
- (b) a rate of interest equal to the lesser of (i) seven and one-half percent (7½%) or (ii) the interest rates used by the Pension Benefit Guaranty Corporation, as of the first day of the Plan Year in which the calculation of the Actuarial Equivalent is performed, to value immediate annuities for purposes of plan terminations.

For the purpose of Section 7.1(b) of the Plan, Actuarial Equivalent shall be calculated using the applicable interest rate and the applicable mortality table under Section 417(e)(3) of the Internal Revenue Code. The applicable interest rate shall be determined as of the second (2nd) full calendar month preceding the first day of the Plan Year in which the distribution occurs. The applicable mortality table shall be determined as of the first day of the Plan Year in which the distribution occurs.

For purposes of Section 13.1(c) of the Plan, the Actuarial Equivalent shall be calculated in accordance with 415(b)(2)(E) of the Internal Revenue Code effective January 1, 2000. As described in Section 13.1(c) of the Plan, the Actuarial Equivalent will be calculated using the mortality table and interest rate assumptions listed above or the applicable interest rate and applicable mortality table prescribed by Section 417(e)(3) of the Internal Revenue Code.

2.3 BENEFICIARY

"Beneficiary" shall mean any person named by a Participant as provided hereunder to receive any benefits which may become payable under the Plan by reason of the Participant's death. A Participant's designation of a Beneficiary other than the Spouse of a married Participant must contain the written consent of the Participant's Spouse on the prescribed form, which

consent shall acknowledge the effect of the consent and be witnessed by a notary public. Any Beneficiary designation without such required spousal consent shall be void, and the Participant shall be deemed to have designated his Spouse as Beneficiary. No spousal consent is required if the Participant establishes to the satisfaction of the Trustees that he has no Spouse or that the Spouse cannot be located.

2.4 BREAK IN SERVICE

“Break in Service” shall mean a Computation Year during which an Employee completes five hundred (500) or fewer Hours of Service. Solely for the purpose of determining whether an Employee has a Break in Service, Hours of Service shall be credited for a “maternity or paternity Leave of Absence,” which shall mean an absence from work for any period by reason of the Employee’s pregnancy, birth of the Employee’s child, placement of child with the Employee in connection with the adoption of such child, or any absence for the purpose of caring for such child for a period immediately following such birth or placement. For this purpose, Hours of Service shall be credited for the Computation Period in which the absence from work begins, only if credit therefore is necessary to prevent the Employee from incurring a Break in Service, or, in any other case, in the immediately following Computation Period. The Hours of Service credited for a “maternity or paternity Leave of Absence” shall be those which would normally have been credited but for such absence, or, in any case in which the Trustees are unable to determine such hours normally credited, eight (8) Hours of Service per day. The total Hours of Service required to be credited for a “maternity or paternity Leave of Absence” shall not exceed five hundred one (501) hours.

2.5 COLLECTIVE BARGAINING AGREEMENT

“Collective Bargaining Agreement” shall mean an agreement between an Employer and the Union for payment to the Trust Fund by such Employer or on behalf of persons represented

by the Union. Unless otherwise indicated, a "Collective Bargaining Agreement" shall be deemed to include an agreement authorizing participation from the Union in accordance with Section 2.10.

2.6 COMPENSATION

- (a) Effective for Plan Years after January 1, 2002, "Compensation" shall mean the total of all amounts paid by an Employer to a Participant to the extent that such amounts qualify as compensation within the meaning of Section 415 of the Internal Revenue Code and Treas. Reg. section 1.415-2(d), plus any elective deferral as defined in Section 402(g)(3) of the Internal Revenue Code and amounts that are excluded from gross income of the Participant by reason of Section 125 or 132(f) of the Internal Revenue Code. Compensation shall be subject to the limitations of Sections 401(a)(17) and 415 of the Internal Revenue Code, as adjusted for cost-of-living under Section 415(d) of the Internal Revenue Code.
- (b) Effective for Plan Years before January 1, 2002, "Compensation" shall include the total of all amounts, but not to exceed the limitations under Section 401(a)(17) of the Internal Revenue Code, or such larger amount as may be prescribed by the Secretary of the Treasury, of all amounts paid by an Employer to a Participant includable in gross income pursuant to Section 415 of the Internal Revenue Code. Notwithstanding anything to the contrary in this Section, an Employee's regular basic Compensation shall not be reduced by the amount of any elective contributions made on his behalf under any plan qualified under Section 401(k) of the Internal Revenue Code or any amount that an Employee elects through a

salary reduction plan of an Employer to purchase or provide a qualified non-taxable benefit.

- (c) Effective for Plan Years before and after January 1, 2002, only Compensation paid by an Employer to a Participant beginning on the date on which he becomes a Participant shall be taken into account.
- (d) If an Employer pays an Employee military wage differential payments, such payments are considered to be "Compensation" for purposes of Section 415 of the Internal Revenue Code pursuant to Section 415(u)(12) of the Code.
- (e) Compensation must include amounts paid by the later of two and one-half (2½) months after severance from employment or the end of the calendar year that includes the severance from employment date in accordance with Treas. Reg. section 1.415(c)-2(e)(3)(i). Such post-severance compensation includes regular pay as defined in Treas. Reg. section 1.415(c)-2(e)(3)(ii), but not other post-severance payments as defined in Treas. Reg. section 1.415(c)-2(e)(3)(iii).

2.7 COMPUTATION YEAR

"Computation Year" shall mean, for all purposes under the Plan, the calendar year.

2.8 COVERED EMPLOYMENT

"Covered Employment" shall mean employment by an Employee in that class of Employees for which an Employer is obligated to make payments to the Trust Fund.

2.9 EMPLOYEE

"Employee" shall mean an individual who is on the payroll of an Employer covered under the provisions of a Collective Bargaining Agreement between such Employer and the Union and on whose behalf payments are required to be made to the Trust Fund. "Employee" shall also mean any individual employed by the Union, including officers of the Union. The term

“Employee” shall not include any leased Employee deemed to be an Employee of any Employer as provided in Section 414(n) or (o) of the Internal Revenue Code. For purposes of determining leased Employee status or conducting discrimination testing, the term “Highly Compensated Employee” shall be defined in accordance with Section 414(q) of the Internal Revenue Code.

2.10 EMPLOYER

“Employer” shall mean any corporation, partnership, or individual who is a party to a Collective Bargaining Agreement with the Union providing for payments into the Trust Fund on behalf of persons employed by such party and is covered by such agreement. “Employer” shall also mean the Union in its capacity as an Employer.

2.11 EMPLOYER’S EFFECTIVE DATE

“Employer’s Effective Date” shall mean the date the Plan becomes effective for an Employer and shall be the later of (a) August 15, 1965, or (b) the date an Employer is first obligated to make payments to the Trust Fund.

2.12 HOUR OR HOURS OF SERVICE

“Hour of Service” or “Hours of Service” shall mean:

- (a) Each hour for which an Employee is paid, or entitled to payment, for the performance of duties for an Employer. These hours shall be credited to the Employee for each Computation Year in which the duties are performed; and
- (b) Each hour for which an Employee is paid, or entitled to payment, by an Employer on account of a period of time during which no duties are performed (irrespective of whether the employment relationship has terminated) due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty or Leave of Absence. No more than five hundred one (501) Hours of Service shall be credited under this paragraph for any single continuous period (whether or not

such period occurs in a single Computation Year). Hours under this paragraph shall be calculated and credited pursuant to Section 2530.200b-2 of the Department of Labor Regulations, which are incorporated herein by reference; and

- (c) Each hour for which back pay, irrespective of mitigation of damages, is either awarded or agreed to by an Employer. The same Hours of Service shall not be credited both under paragraph (a) or paragraph (b), as the case may be, and under this paragraph (c). These hours shall be credited to an Employee for each Computation Year to which the award or agreement pertains rather than the Computation Year in which the award, agreement or payment is made.

Hours of Service under this definition shall be computed (i) on the basis of actual hours for which an Employee is paid or entitled to payment, or for which back pay is awarded or agreed to, or (ii) in accordance with an equivalent method for computing Hours of Service specified in Section 3.1.

2.13 HOURS WORKED

“Hours Worked” shall mean Hours of Service as described in Section 2.12(a), that is, hours for which an Employee is paid, or entitled to payments, for the performance of duties for an Employer; and (ii) Hours of Service as described in Section 2.12(c), that is, hours for which back pay, irrespective of mitigation of damages, is awarded or agreed to by an Employer, to the extent that such award or agreement is intended to compensate an Employee for periods during which the Employee would have been engaged in the performance of duties for the Employer.

2.14 JOINT AND SURVIVOR ANNUITY

“Joint and Survivor Annuity” shall mean an annuity payable for a Participant’s life and thereafter payable as a life annuity to his surviving Spouse in an amount equal to fifty percent

(50%) or such other percentage as provided in the Plan of the annuity payable during the Participant's lifetime.

2.15 LEAVE OF ABSENCE

"Leave of Absence" shall mean an absence from active employment which does not constitute a termination of employment. "Leave of Absence" shall include:

- (a) An absence not to exceed thirty-six (36) consecutive months caused by an Employee's bona fide illness. Such illness shall be provable to the Trustees' satisfaction and the Employee must resume Covered Employment within thirty (30) days after the termination of such illness.
- (b) Layoff due to lack of work for a period not to exceed one hundred four (104) consecutive calendar weeks.
- (c) For retirements prior to January 12, 1994, any period of military service during which an Employee's re-employment rights are protected by law, provided such Employee returns to Covered Employment with an Employer within ninety (90) days after his discharge or release from military service is available. Effective January 12, 1994, Section 2.15(c) is repealed by Section 14.5.
- (d) Any period not to exceed six (6) consecutive months granted by an Employer in writing, the terms of which are duly forwarded to the Trustees prior to the commencement of such period.

2.16 LIMITATION YEAR

"Limitation Year" shall mean the calendar year.

2.17 NORMAL ANNUITY FORM

“Normal Annuity Form” shall mean a life annuity payable at a certain rate, and reducing to a percentage of the original amount after a specified number of years, as described in the Normal Retirement Benefit provisions of Sections 5.2, 5.3 and 5.4.

2.18 NORMAL RETIREMENT AGE

“Normal Retirement Age” shall mean the later of age sixty (60) or the fifth (5th) anniversary of the date a Participant commenced participation in the Plan.

2.19 NORMAL RETIREMENT BENEFIT

“Normal Retirement Benefit” shall mean the benefit payable on a Participant’s Normal Retirement Date in the Normal Annuity Form, as provided in Section 5.2, 5.3 or 5.4, whichever is applicable.

2.20 NORMAL RETIREMENT DATE

“Normal Retirement Date” shall mean the first (1st) day of the calendar month following the date on which a Participant reaches his Normal Retirement Age.

2.21 PARTICIPANT

“Participant” shall mean any person who has been or who is an Employee and has been admitted to participate in the Plan. The term “Participant” shall include Active Participants (those persons for whom benefits are currently being accrued under the Plan), Retirement Participants (those former Employees presently receiving benefits under the Plan) and Vested Participants (present Employees not currently eligible for benefit accruals but who have vested interests in Accrued Benefits, former Employees who have vested interests in Accrued Benefits, and, if the Plan is terminated, former Active Participants who remain Employees of an Employer, as defined in Section 2.10 of the Plan, and who have Accrued Benefits under the Plan).

2.22 PLAN

“Plan” shall mean the Warehouse Employees Union Local No. 730 Pension Trust Fund Plan Document and any amendments hereto.

2.23 PLAN YEAR

“Plan Year” shall mean the calendar year.

2.24 SPOUSE

Prior to June 26, 2013, the term “Spouse” shall mean a spouse who is married to the Participant either on his pension benefit commencement date or on the date of his death, whichever event occurs first. Notwithstanding the preceding sentence, a former spouse shall be treated as a “Spouse” only to the extent provided under a QDRO.

Effective June 26, 2013, the term “Spouse” shall mean a spouse who is legally married, under the applicable state law where such marriage was performed, to the Participant either on his pension benefit commencement date or on the date of his death, whichever event occurs first. Notwithstanding the preceding sentence, a former spouse shall be treated as a “Spouse” only to the extent provided under a QDRO.

2.25 TRUST AGREEMENT

“Trust Agreement” shall mean the declaration of trust and contract executed by an Employer, the Union, and the Trustees of the Trust Fund, which instrument established the Warehouse Employees Union Local No. 730 Pension Trust Fund as of August 15, 1965, and after such date is the instrument executed by such parties to implement participation by an Employer in the Trust Fund and which instrument may be amended from time to time by the Trustees.

2.26 TRUST FUND

“Trust Fund” shall mean any money or other property received by the Trustees and held pursuant to the terms of the Trust Agreement.

2.27 TRUSTEES

“Trustees” shall mean those individuals appointed by an Employer or appointed by the Union under the provisions of the Trust Agreement.

2.28 UNION

“Union” shall mean Warehouse Employees Union Local Number 730 affiliated with the International Brotherhood of Teamsters.

2.29 VESTED INTEREST

“Vested Interest” shall mean a right to an Accrued Benefit which is nonforfeitable and unconditional.

2.30 WEEK OF SERVICE

“Week of Service” shall mean an equivalent method of computing Hours of Service such that one (1) Week of Service is equivalent to forty-five (45) Hours of Service. An Employee shall be credited with one (1) Week of Service if, during the course of a given week, the Employee has completed at least one (1) Hour of Service as defined in Section 2.12.

2.31 YEAR OF PARTICIPATION

“Year of Participation” shall mean a Year of Service for Benefit Accrual completed after an Employee commences participation in the Plan.

2.32 YEAR OF SERVICE FOR BENEFIT ACCRUAL

“Year of Service for Benefit Accrual” shall mean:

- (a) A Computation Year prior to the Employer’s Effective Date, if the Employer’s Effective Date is on or before January 1, 1981, provided that an Employee of that

Employer completed at least one thousand one hundred fifty (1,150) Hours of Service, or one thousand (1,000) Hours Worked, for the Employer during that Computation Year or served at least twenty-five (25) weeks in the Armed Forces of the United States during that Computation Year. Effective December 12, 1994, the Benefit Accrual herein will be interpreted in accordance with Section 14.5.

- (b) A Computation Year after the Employer's Effective Date or during which the Employer's Effective Date occurs, provided that an Employee completes at least one thousand six hundred ten (1,610) Hours of Service, or one thousand four hundred (1,400) Hours Worked, for the Employer in that Computation Year. In the event a Participant completes fewer than one thousand four hundred (1,400) Hours Worked in a Computation Year, partial Years of Service for Benefit Accrual shall be credited in accordance with the following schedule:

| <u>Hours Worked</u> | <u>Partial Years of Participation</u> |
|-----------------------------------|--|
| Less than 700 | 0 |
| 700 | ½ Year |
| More than 700 but less than 1,400 | Pro rata fraction of a year |

- (c) For the purposes of the schedule specified above, a "pro rata fraction of a year" shall be equal to the ratio that the number of Hours Worked bears to one thousand four hundred (1,400).

2.33 YEAR OF SERVICE FOR VESTING

"Years of Service for Vesting" shall mean a Computation Year period during which an Employee is credited with one (1) year toward a Vested Interest.

ARTICLE III COMPUTING SERVICE UNDER THE PLAN

3.1 COMPUTING HOURS OF SERVICE

Instead of Computing Hours of Service on the basis of actual hours for which an Employee is paid, entitled to payment or for which back pay is awarded or agreed to, as described in the definition of "Hour of Service" specified in Section 2.12, the Trustees may compute Hours of Service under the Plan on the basis of any one of the equivalencies specified below. The Trustees may use an equivalency in any circumstance under the Plan where actual Hours of Service would otherwise have to be counted; provided, however, that if the Trustees use an equivalency for one class of Employees and not for another or for one purpose under the Plan and not for another, the equivalency must be applied on a reasonable and consistent basis. Equivalent methods may be used for computing Hours of Service as follows:

(a) Hours Worked:

Eight hundred seventy (870) Hours Worked shall be treated as the equivalent of one thousand (1,000) Hours of Service and four hundred thirty-five (435) Hours Worked shall be treated as the equivalent of five hundred (500) Hours of Service.

(b) Week of Service:

One (1) Week of Service shall be treated as the equivalent of forty-five (45) Hours of Service.

3.2 HOURS OF SERVICE COMPLETED PRIOR TO THE RESTATED DATE

The Trustees may use whatever records are reasonably available to them and may make any calculations necessary to determine the approximate or, if necessary, the estimated number of Hours of Service completed by an Employer prior to the restatement, including, but not limited to, the equivalencies described in Section 3.1.

ARTICLE IV ELIGIBILITY REQUIREMENTS

4.1 ELIGIBILITY DATE

An Employee shall commence participation in the Plan on the date he is first covered under the terms of the Collective Bargaining Agreement between his Employer and the Union.

4.2 DETERMINATION BY TRUSTEES

The Trustees shall determine if an Employee is eligible to participate in the Plan under Section 4.1. Each eligible Employee shall fulfill such prerequisites as may be reasonably required by the Trustees for maintenance of records and proper administration of the Plan.

ARTICLE V NORMAL RETIREMENT

5.1 NORMAL RETIREMENT DATE

It is anticipated that a Participant will retire on his Normal Retirement Date. This Date shall be the first day of the calendar month following the date on which the Participant attains his Normal Retirement Age.

5.2 NORMAL RETIREMENT BENEFIT - EFFECTIVE JANUARY 1, 1978

A Participant who commenced participation in the Plan and who has not retired or otherwise terminated employment with an Employer shall be entitled to a Normal Retirement Benefit equal to the greater of:

- (a) The flat benefit specified in Section 5.3; or
- (b) The percentage of contributions benefit specified in Section 5.4.

5.3 NORMAL RETIREMENT BENEFIT - FLAT BENEFIT AMOUNT

- (a) The flat benefit amount payable to a Participant shall depend on the number of Years of Service for Benefit Accrual the Participant has

accumulated and on the rate of contributions per Hour Worked that the Participant's Employer is obligated to make, on the later of January 1, 1981 or the Employer's Effective Date. A Participant is entitled to a flat benefit amount, payable as a monthly annuity commencing at his Normal Retirement Date, equal to his "Service Ratio" (as defined in subsection (b) of this Section) times the appropriate monthly benefit from the following categories:

- (i) If the Participant's Employer was obligated to make contributions under the Collective Bargaining Agreement in effect on January 1, 1981, then:

| <u>If the Employer's Rate of Contribution is:</u> | | <u>The Participant's Monthly Benefit is:</u> | |
|--|-----------------------------|---|----------------------------|
| <u>At Least</u> | <u>But Less Than</u> | <u>First 60 Months</u> | <u>Later Months</u> |
| 0 | \$0.25 | \$200 | \$110 |
| \$0.25 | \$0.35 | \$300 | \$165 |
| \$0.35 | \$0.45 | \$400 | \$220 |
| \$0.45 | | \$500 | \$275 |

- (ii) If the Participant's Employer has an Effective Date after January 1, 1981 then:

| <u>If the Employer's Rate of Contribution is:</u> | | <u>The Participant's Monthly Benefit is:</u> | |
|--|-----------------------------|---|----------------------------|
| <u>At Least</u> | <u>But Less Than</u> | <u>First 60 Months</u> | <u>Later Months</u> |
| 0 | \$0.15 | \$100 | \$ 55 |
| \$0.15 | \$0.25 | \$200 | \$110 |
| \$0.25 | \$0.35 | \$300 | \$165 |
| \$0.35 | \$0.45 | \$400 | \$220 |

\$0.45

\$500

\$275

- (b) The Participant's "Service Ratio" is a fraction, the numerator of which is the number of Years of Service for Benefit Accrual the Participant has accumulated on the date he retires, not to exceed twenty (20) years, and the denominator of which is twenty (20).
- (c) Increases in the level of monthly benefits to which a Participant will be entitled upon retirement are made when the Employer's rate of contribution per Hour Worked is increased after the Employer's Effective Date, subject to the following limitations:
- (i) If the Employer's rate of contribution is increased by \$0.10 per Hour Worked, the monthly benefit specified in (a) above will increase one (1) level, to correspond with the new rate of contribution, after the new rate of contribution has been in effect for twelve (12) months.
 - (ii) If the Employer's rate of contribution is increased by more than \$0.10 per Hour Worked, the monthly benefit specified in (a) above will increase one (1) level after each completed twelve (12) months the new rate of contribution is in effect, until the monthly benefit level corresponds to the new rate of contributions.

Nothing in this Section shall entitle any Participant who has retired and is receiving benefits under the Plan to any increase in monthly pension benefits on account of an increase in the rate

of contribution by the Employer by which the Participant had been employed prior to his retirement.

5.4 NORMAL RETIREMENT BENEFIT-PERCENTAGE OF CONTRIBUTIONS

(a)(i) For a Participant who retires or terminates employment with a Vested Interest on or after January 1, 1997, the percentage of contributions benefit shall be a monthly annuity payable for the Participant's lifetime, commencing on the Participant's Normal Retirement Date, and reducing to fifty-five percent (55%) of the original amount after sixty (60) months, equal to the sum of (A) four and seventeen hundredths percent (4.17%) of all contributions required to be made on a Participant's behalf after January 1, 1978, or, if later, the date he first commences participation in the Plan, and (B) X% of all contributions required to be made on a Participant's behalf on or before January 1, 1978, where "X" is determined from the following table:

| <u>Participant's Age On January 1, 1978</u> | <u>X%</u> | <u>Participant's Age On January 1, 1978</u> | <u>X%</u> |
|--|------------------|--|------------------|
| 60 or over | 12 | 49 | 7.6 |
| 59 | 11.6 | 48 | 7.2 |
| 58 | 11.2 | 47 | 6.8 |
| 57 | 10.8 | 46 | 6.4 |
| 56 | 10.4 | 45 | 6.0 |
| 55 | 10.0 | 44 | 5.6 |
| 54 | 9.6 | 43 | 5.2 |
| 53 | 9.2 | 42 | 4.8 |
| 52 | 8.8 | 41 | 4.4 |
| 51 | 8.4 | 40 | 4.17 |
| 50 | 8 | 39 and Under | 4.17 |

- (ii) Effective January 1, 1998, the reduction that takes place in Section 5.4(a)(i) to fifty-five percent (55%) of the original amount after sixty (60) months shall take place after ninety-six (96) months with respect to any Participant when the Employer of such Participant has agreed on or after January 1, 1998 pursuant to a Collective Bargaining Agreement to pay into the Pension Trust Fund such amounts as required to provide for this benefit improvement.
 - (iii) Effective for all Participants earning an Hour of Service after January 1, 1999, the reduction that takes place in Section 5.4(a)(ii) to fifty-five percent (55%) of the original amount after either sixty (60) months or ninety-six (96) months shall be increased by two (2) years to either eighty-four (84) months or one hundred twenty (120) months, respectively.
- (b) For a Participant who retired or terminated employment with a Vested Interest on or after January 1, 1986 and before January 1, 1997, the percentage of contributions benefit shall be determined under Section 5.4(a), except that four percent (4%) shall be substituted for four and seventeen hundredths percent (4.17%) in paragraph (a) of this Section.
 - (c) For a Participant who retired or terminated employment with a Vested Interest on or after January 1, 1983 and before January 1, 1986, the percentage of contributions benefit shall be determined under Section 5.4(a), except that three and six-tenths percent (3.6%) shall be substituted for four and seventeen hundredths percent (4.17%) in paragraph (a) of this Section.

- (d) For a Participant who retired or terminated employment with a Vested Interest on or after January 1, 1981 and before January 1, 1983, the percentage of contributions benefit shall be determined under Section 5.4(a), except that three percent (3%) shall be substituted for four and seventeen-hundredths percent (4.17%) in paragraph (a) of this Section.
- (e) For a Participant who retired or terminated employment with a Vested Interest on or after January 1, 1978 and before January 1, 1981, the percentage of contributions shall be determined under Section 5.4(a), except that two percent (2%) shall be substituted for four and seventeen-hundredths percent (4.17%) in paragraph (a) of that Section.

5.5 POSTPONED RETIREMENT

A Participant may elect to postpone his retirement beyond his Normal Retirement Date.

In the event that a Participant elects to postpone his retirement, he may retire on the first day of any month following his Normal Retirement Date.

5.6 POSTPONED RETIREMENT BENEFIT

In the event of service beyond a Participant's Normal Retirement Date, payment of benefits under the Plan will not commence until the Participant has ceased to be an Employee as described in Section 2.9. A Participant who elects to postpone his retirement beyond his Normal Retirement Date shall be entitled to a Postponed Retirement Benefit described in (a) or (b) below.

- (a) A Participant entitled to a Normal Retirement Benefit under Section 5.3 shall be entitled to a Postponed Retirement Benefit payable as a monthly annuity in addition to the Normal Retirement Benefit to which he is entitled under Section

5.3. The amount of the Postponed Retirement Benefit is equal to five percent (5%) of the applicable minimum flat benefit amount determined from the categories contained in Section 5.3 times the number of Years of Service for Benefit Accrual accumulated after his Normal Retirement Date, provided that for this purpose the Years of Service for Benefit Accrual credited to any Participant, both before and after his Normal Retirement Date, will not exceed twenty-five (25) years in the aggregate.

- (b) A Participant entitled to a Normal Retirement Benefit under Section 5.4 shall be entitled to a Postponed Retirement Benefit, in lieu of his Normal Retirement Benefit, in the amount of the Normal Retirement Benefit under Section 5.4 to which he would have been entitled if he had reached his Normal Retirement Date on the day he actually retires.

5.7 ACTUARIAL INCREASE FOR POSTPONED RETIREMENTS

Effective for retirements on or after January 1, 1997, if an Employee commences his benefit following the year in which the Employee attained age seventy and one-half (70½), the Employee's accrued benefit shall be actuarially increased for the period he was not receiving benefits under the Plan after the attainment of age seventy and one-half (70½). The Actuarial Equivalent shall be calculated by using the interest rate and mortality table provided in Section 2.2 of the Plan.

5.8 PAYMENTS COMMENCING AFTER PARTICIPANT'S NORMAL RETIREMENT DATE

- (a) If payment of a Participant's Normal Retirement Benefit or Postponed Retirement Benefit commences later than the Participant's Normal Retirement Date or Postponed Retirement Date, as applicable, due to reasonable administrative delay,

the initial benefit payment shall include a retroactive payment for any month(s) that the benefit is due and payable in accordance with Sections 5.2 through 5.7. Such retroactive payment shall not be subject to the provisions of Section 5.8(b) or (c).

- (b) Other than as described in (a) above, if payment of a Participant's Normal Retirement Benefit commences after his Normal Retirement Date, the monthly benefit payable to the Participant or a surviving Spouse shall be the greater of:
 - (i) the benefit payable on the Participant's Normal Retirement Date or the Participant's Postponed Retirement Date, as applicable; or
 - (ii) the Normal Retirement Benefit accrued at the Participant's Normal Retirement Date actuarially increased for each complete calendar month between the Participant's Normal Retirement Date and the date payment begins, for which benefits were not suspended, as described in Sections 11.1 and 11.2; converted as of the benefit commencement date to the benefit payment form elected in the application for benefits.
- (c) In lieu of the monthly benefit payable under subsection (b) above and, other than as set forth in subsection (a) above, a Participant or surviving Spouse who was eligible to receive a benefit under the Plan as of the Participant's Normal Retirement Date, but who failed to make an application at his earliest eligibility date, shall be entitled to receive this benefit retroactive to (and determined as of) his Normal Retirement Date (the "Retroactive Annuity Starting Date"). The amount of the benefit attributable to the period beginning on the Participant's Retroactive Annuity Starting Date until the date the Participant submits his

application and commences benefit payments (during which the Participant's benefit payments were not suspended, as described in Sections 11.1 and 11.2) shall be paid as a lump-sum, adjusted for simple interest at a rate which is equal to the Trust Fund's custodial bank's money market interest rate in effect at the beginning of the month the Participant files an application for benefits.

- (i) Subsequent to a lump-sum payment as described in this subsection 5.8(c), the monthly amount of benefit payable under this subsection 5.8(c) shall be the same as the amount that would have been paid to the Participant had payments actually commenced on the Participant's Retroactive Annuity Starting Date.
- (ii) The retroactive payments determined under this subsection 5.8(c) shall be in lieu of any actuarial adjustment that might otherwise be due under subsection 5.8(b) above to such Participant by virtue of delayed commencement of benefit payments.
- (iii) A Participant may elect to receive retroactive payments under this subsection 5.8(c) only if all applicable notice and consent requirements, including but not limited to those of Sections 401(a)(11) and 417 of the Internal Revenue Code, and the Treasury regulations issued thereunder, are satisfied. Such consent requirements, including obtaining appropriate spousal consent to the election of retroactive payments, shall be in accordance with the provisions of Treas. Reg. section 1.417(e)-1.

- (iv) Any retroactive payment or actuarial adjustment under this Section 5.8 shall be determined in accordance with the provisions of Treas. Reg. section 1.417(e)-1.
- (v) Notwithstanding anything contained in this Section 5.8, if a Participant has accrued additional benefits after his Normal Retirement Date, such additional benefits will only be actuarially increased in accordance with subsection (b) from the date they would have first been paid rather than from the Participant's Normal Retirement Date. In the event that, in accordance with Section 14.2(d), benefits are distributed while the Participant is still employed, any such additional benefit service earned after a Participant's Normal Retirement Date shall be reduced, but not below zero, and in accordance with applicable Treasury Regulations.

ARTICLE VI EARLY RETIREMENT

6.1 EARLY RETIREMENT DATE

A Participant who meets the requirements for early retirement described in Section 6.2 may elect to retire on the first day of the month following the date he first meets such requirements.

6.2 REQUIREMENTS FOR EARLY RETIREMENT

To qualify for the early retirement benefit described in Section 6.3, a Participant must meet the following requirements:

- (a) (i) He must be at least age fifty-five (55),

- (ii) He must have twenty (20) continuous Years of Service for Benefit Accrual, and
- (iii) He must have ten (10) continuous years of participation;
- (b) He must have thirty (30) Years of Service for Benefit Accrual regardless of age; or
- (c) (i) He must be at least age fifty-five (55),
 - (ii) He must complete one (1) Hour of Service on or after January 1, 2001, and
 - (iii) He must have twenty-five (25) Years of Service for Benefit Accrual.

Notwithstanding the requirements of this Section, if a Participant separates from service before satisfying the age requirement of Section 6.2(a)(i) and 6.2(c)(i) for early retirement, but has satisfied the service requirement of Section 6.2(c)(ii) and (iii), the Participant will be entitled to elect an early retirement benefit upon satisfaction of such age requirement of Section 6.2(a)(i) or Section 6.2(c)(i).

6.3 EARLY RETIREMENT BENEFIT

- (a) A Participant who elects early retirement on or after January 1, 1992 and who has thirty (30) Years of Service for Benefit Accrual shall be entitled to an unreduced monthly annuity, commencing on his early retirement date and payable in the Normal Annuity Form.
- (b) A Participant who elects retirement on or after May 13, 2001 and who satisfies the requirements of Section 6.2(c) above shall be entitled to a monthly annuity, commencing on his early retirement date and payable in the Normal Annuity Form reduced by five percent (5%) for each year prior to thirty (30) Years of Service for Benefit Accrual earned by the Participant at the date his benefit commences.

- (c) Any other Participant who elects early retirement shall be entitled to a monthly annuity, commencing on his early retirement date and payable in the Normal Annuity Form equal to the percentage of his Accrued Benefit on such date as specified in the following table:

| <u>Age at Early Retirement Date</u> | <u>Percentage Accrued Benefit</u> |
|--|--|
| 55 | 75% |
| 56 | 80% |
| 57 | 85% |
| 58 | 90% |
| 59 | 95% |

6.4 EARLY RETIREMENT BENEFITS PAYABLE IN LIEU OF OTHER RETIREMENT BENEFITS

If a Participant elects to retire on his early retirement date, the early retirement benefit shall be in lieu of all other retirement benefits payable under the Plan.

**ARTICLE VII
FORMS OF BENEFIT**

7.1 JOINT AND SURVIVOR ANNUITY

- (a) Regardless of the form of annuity designated, a Participant who is lawfully married on his Normal Retirement Date, early retirement date or actual retirement date if later, shall receive an annuity payable in the form of a Joint and Survivor Annuity unless he elects otherwise with spousal consent in accordance with Section 7.3. Benefits shall also be paid in the form of a Joint and Survivor Annuity if a Participant dies on or after his Normal Retirement Date, but before benefits commence, unless he has elected an optional mode of distribution as described in Section 7.2. The Joint and Survivor Annuity shall be an annuity,

payable for the Participant's life, and thereafter a life annuity to his surviving Spouse, in an amount equal to fifty percent (50%) of the annuity payable during the Participant's lifetime. Such Joint and Survivor Annuity shall be the Actuarial Equivalent of the Normal Annuity Form.

- (b) If the lump-sum Actuarial Equivalent of the benefit which would otherwise be payable as an annuity to a Participant, surviving Spouse, surviving annuitant or Beneficiary is \$3,500 or less before January 1, 1998 or \$5,000 or less on or after January 1, 1998, the Trustees may make a lump-sum payment to such individual without prior notification or consent of such individual. No lump-sum payment shall be made after benefits have commenced without the written consent of the Participant and/or, if applicable, the Participant's Spouse. The lump-sum Actuarial Equivalent shall be calculated by using the applicable interest rate and the applicable mortality table under Section 417(e)(3) of the Internal Revenue Code as provided in Section 2.2 of the Plan. Effective March 28, 2005, notwithstanding the foregoing provisions of this Article VII, if the lump-sum Actuarial Equivalent of the benefit which would otherwise be payable as an annuity to a Participant, surviving Spouse, surviving annuitant or Beneficiary is \$1,000 or less, the Trustees may make a lump-sum payment to such individual without prior notification or consent of such individual. If the benefit is between \$1,000 and \$5,000, the Participant, surviving Spouse, surviving annuitant or Beneficiary may elect to receive the benefit in the form of a lump-sum.

7.2 OPTIONAL MODES OF DISTRIBUTION

Instead of benefits under the Plan being paid to a Participant in the form of a Joint and Survivor Annuity, or the Normal Annuity Form in the case of a Participant who is not lawfully married on his retirement date (or with spousal consent in the case of a married Participant in accordance with Section 7.3), the Participant may elect that his retirement benefits be paid in any other annuity form then made available under the Plan; except that no optional annuity form shall be available which would provide for a period certain exceeding the life expectancy of the Participant or the Participant and his Spouse, and the periodic payments to the Participant shall be equal to or greater than the periodic payments to his Beneficiary. Any optional form shall be the Actuarial Equivalent of the Normal Annuity Form and each Participant shall receive information explaining the relative value of the optional form.

The Plan offers the following optional modes of distribution:

- (i) Optional Joint and Survivor Annuity. This optional mode of distribution provides a benefit payable for the Participant's life and thereafter a life annuity to his surviving Spouse in an amount equal to sixty-six and two-thirds percent (66⅔%) or seventy-five percent (75%) of the annuity payable during the Participant's lifetime. This Joint and Survivor Annuity shall be the Actuarial Equivalent of the Normal Annuity Form.
- (ii) 5-Year Term Certain. This optional mode of distribution guarantees a Participant that if he dies on or before sixty (60) months, his Beneficiary or estate will receive the monthly annuity for the remainder of the sixty (60) month term. The 5-Year Term Certain shall be the Actuarial Equivalent of the Normal Annuity Form.

- (iii) 10-Year Term Certain. This optional mode of distribution guarantees a Participant that if he dies on or before one hundred twenty (120) months, his Beneficiary or estate will receive the monthly annuity for the remainder of the one hundred twenty (120) month term. The 10-Year Term Certain shall be the Actuarial Equivalent of the Normal Annuity Form.

7.3 ELECTING AN OPTIONAL MODE OF DISTRIBUTION

A Participant shall have from the date he commences participation in the Plan until he reaches his retirement date to elect an optional mode of distribution. Such election shall be in writing on the forms or in the format prescribed by the Trustees. In addition, any election of an optional mode of distribution by a married Participant must include the written consent of the Participant's Spouse, witnessed by a Pension Plan representative or notary public, acknowledging the effect of the election. The consent of a former Spouse shall not be binding on a new Spouse. The election made by the Participant and consented to by his Spouse may be revoked by the Participant in writing, without the consent of his Spouse, at any time until his retirement date. Any new election must also comply with this Section of the Plan.

7.4 POST RETIREMENT BENEFIT

- (a) In 1981, the Trustees shall, upon certification by an actuary that the payment will not make the Plan actuarially unsound, authorize a Post-Retirement Benefit during the last month of that calendar year to be paid in the following year. If payment of a Post-Retirement Benefit is authorized as described above, each retired Participant and each Beneficiary who have received twelve (12) monthly annuity payments during 1981 are entitled to receive a Post-Retirement Benefit for 1981 in the form of a single additional payment in the amount of the highest of

the twelve (12) monthly annuity payments received by the retired Participant or the Beneficiary during 1981.

- (b) In the years listed below, the Trustees shall, upon receipt of certification by an actuary that the payment will not make the Plan actuarially unsound, authorize a Post-Retirement Benefit for the previous calendar year, payable in the current calendar year, the eligibility for and amount of which is to be determined on the same basis as described in subsection (a) of this Section 7.4:

- (i) 1983;
- (ii) 1984;
- (iii) 1985;
- (iv) 1986;
- (v) 1987; and
- (vi) 1996.

7.5 RETIREE BENEFIT INCREASES

- (a) Effective January 1, 1986, each retired Participant and each Beneficiary receiving benefits under the Plan as a result of retirement by a Participant on or before December 31, 1985, shall receive an increase in such benefit beginning with the benefits paid on or after January 1, 1986, in accordance with the following table:

| <u>Calendar Year of Retirement</u> | <u>Percentage Increase</u> |
|---|-----------------------------------|
| 1981-1985 | 2% |
| 1976-1980 | 4% |
| 1971-1975 | 6% |

- (b) Effective January 1, 1996, each retired Participant and each Beneficiary receiving benefits under the Plan as a result of retirement by a Participant on or before

December 31, 1995, shall receive an increase in such benefit beginning with the benefits paid on or after January 1, 1996, in accordance with the following table:

| <u>Calendar Year of Retirement</u> | <u>Percentage Increase</u> |
|------------------------------------|----------------------------|
| 1995 | 2% |
| 1994 | 4% |
| 1993 | 6% |
| 1992 | 8% |
| 1991 | 10% |
| 1990 | 12% |
| 1989 | 14% |
| 1988 | 16% |
| 1987 | 18% |
| Prior to 1987 | 20% |

ARTICLE VIII VESTING

8.1 TERMINATION AND VESTED INTEREST

Upon termination of employment for any reason other than death, disability or retirement, a Participant shall have a Vested Interest in his Accrued Benefit computed in accordance with the following schedule:

- (a) For Plan Years beginning on or before December 31, 1998:

| <u>Years of Service for Vesting</u> | <u>Vested Interest Percent</u> |
|-------------------------------------|--------------------------------|
| 1-9 | 0% |
| 10 | 100% |

- (b) For Plan Years beginning on or after January 1, 1999:

| <u>Years of Service for Vesting</u> | <u>Vested Interest Percent</u> |
|-------------------------------------|--------------------------------|
| 1-4 | 0% |
| 5 | 100% |

Notwithstanding the foregoing, a Participant shall have a one hundred percent (100%) Vested Interest in his Accrued Benefit upon reaching his Normal Retirement Age. Nothing in this Section 8.1 shall be construed to prevent a Participant who meets the requirements of Article VI of the Plan from qualifying for an early retirement.

8.2 COMPUTING YEARS OF SERVICE FOR VESTING

For purposes of computing a Participant's Vested Interest in his Accrued Benefit, 870 Hours Worked shall be equivalent to one thousand (1,000) Hours of Service. Thus, a Participant who has completed one thousand (1,000) Hours of Service or eight hundred seventy (870) Hours Worked in a given Computation Year shall be credited with a Year of Service for Vesting. The Trustees may also use an equivalent number of Weeks of Service for computing a Participant's Vested Interest, in accordance with Section 3.1. No partial Years of Service for Vesting shall be credited. Except as provided in Section 8.3, all Years of Service for Vesting with an Employer shall be aggregated for the purpose of determining a Participant's Vested Interest.

8.3 YEAR OF SERVICE FOR VESTING NOT TAKEN INTO ACCOUNT

No Year of Service for Vesting for computing a Participant's Vested Interest shall be taken into account under the following circumstances:

- (a) any Year of Service for Vesting occurring before the date the Participant's Employer is first obligated to make payments to the Trust Fund;
- (b) any Year of Service for Vesting performed prior to the date of restatement of the Plan that would not be counted under the Break in Service rules as in effect prior to such date of restatement; and
- (c) if an Employee terminates Covered Employment without a Vested Interest and later returns to Covered Employment, a Year of Service for Vesting prior to a Break in Service shall not be taken into account if the number of consecutive one (1) year Breaks in Service equals or exceeds the greater of five (5) or the number of Years of Service for Vesting.

8.4 PAYMENT OF VESTED INTEREST

A Participant who terminates employment with a Vested Interest shall be entitled to a deferred annuity payable at his Normal Retirement Date equal to the Vested Interest in his Accrued Benefit calculated as provided in this Article VIII. Such annuity shall be payable in the form of a Joint and Survivor Annuity, as described in Section 7.1, unless such terminated Participant elects an optional mode of distribution as provided in Section 7.3. Notwithstanding the foregoing, a terminated Participant who has satisfied the requirements for early retirement specified in Section 6.2 shall be entitled to have the Vested Interests in his Accrued Benefit payable at age fifty-five (55) or later. The benefit payable at such age shall be equal to the Participant's Accrued Benefit, reduced by multiplying his Accrued Benefit by the applicable percentage specified in Section 6.3.

8.5 TRANSFER TO COVERED EMPLOYMENT

An Employee who is employed by an Employer obligated to make contributions to the Trust Fund under the terms of a Collective Bargaining Agreement but who is not engaged in Covered Employment shall receive credit for his prior employment for purposes of computing his Years of Service for Vesting if he transfers to Covered Employment. No credit shall be given for service in other than Covered Employment for purposes of computing an Accrued Benefit.

ARTICLE IX DISABILITY BENEFIT

9.1 LUMP-SUM DISABILITY BENEFIT

- (a) An Employee who meets the requirements provided in subsection (b) below shall be entitled to a lump-sum benefit computed by multiplying \$2.00 by the number

of weeks of contributions that have been made to the Trust Fund on his behalf by a contributing Employer, subject to a maximum of \$2,000.00.

- (b) The requirements for the benefit described in subsection (a) are as follows:
 - (i) The Employee must be at least forty-five (45) years of age;
 - (ii) He must have at least fifteen (15) continuous Years of Service for Benefit Accrual;
 - (iii) He must have at least five (5) continuous Years of Participation;
 - (iv) An Employer must have made contributions to the Trust Fund on the Employee's behalf for at least forty (40) weeks;
 - (v) The Employee must be a Participant in the Plan on the date disability commences;
 - (vi) The Employee must be totally and permanently disabled; and
 - (vii) The disability must be total for at least six (6) months following the date it commenced.
- (c) For purposes of determining eligibility under subsection (b), a former Employee shall be treated as an Employee if he has at least five hundred (500) actual Hours Worked in the twelve (12) months immediately preceding the date on which he incurred the disability.
- (d) Notwithstanding the foregoing, effective for annuity starting dates occurring after April 30, 2009, on which the Plan is in "Critical Status" as defined in Section 21.5, an Employee shall not be entitled to a lump-sum benefit under this Article IX.

9.2 ADMINISTRATION OF DISABILITY

The Trustees shall determine eligibility for the disability benefits in a uniform and nondiscriminatory manner on the basis of evidence presented by the Employee in the manner and following the format prescribed by the Trustees.

9.3 DEFINITION OF TOTAL AND PERMANENT DISABILITY

An Employee shall be considered totally and permanently disabled if he has been determined to be disabled by the Social Security Administration within the meaning of 42 U.S.C. §§ 416(i), 1382c(a)(3), or other comparable provision of the Social Security Act.

ARTICLE X DEATH BENEFITS

10.1 REQUIREMENTS FOR DEATH BENEFIT

The Beneficiary of an Employee who satisfies the following requirements shall be eligible for the death benefit specified in Section 10.2:

- (i) Death must occur prior to retirement;
- (ii) At the time of his death, the Employee must have been a Participant in the Plan;
- (iii) The Employee must have five (5) continuous Years of Participation; and
- (iv) Contributions must have been made on his behalf for a period of at least forty (40) weeks by a contributing Employer.

10.2 LUMP-SUM DEATH BENEFIT

The Beneficiary of an Employee who meets the requirements specified in Section 10.1 shall be entitled to a lump-sum death benefit computed by multiplying \$2.00 by the number of weeks contributions have been made to the Trust Fund on his behalf by a contributing Employer, subject to a maximum of \$2,000.00; provided, however, that the death benefit payable hereunder shall be reduced by the amount of any disability benefits paid under Section 9.1. The death

benefit payable hereunder shall be further reduced to the extent necessary so that the sum of the death benefit and the lump-sum Actuarial Equivalent of the pre-retirement survivor annuity does not exceed one hundred (100) times the Participant's anticipated monthly Normal Retirement Benefit (assuming the Participant had continued in employment until his Normal Retirement Date earning the Compensation in effect at the time of his death). Distribution of a death benefit shall be completed by December 31 of the calendar year containing the fifth (5th) anniversary of the Participant's death. Notwithstanding the foregoing, effective for annuity starting dates occurring after April 30, 2009, in which the Plan is in "Critical Status" as defined in Section 21.5, a Beneficiary shall not be entitled to a lump-sum death benefit.

10.3 DESIGNATION OF BENEFICIARY

The lump-sum death benefit described in Section 10.2 shall be payable to the Beneficiary or Beneficiaries designated by the Employee on the form supplied to such Employee by the Trustees. If the Employee is married, his Beneficiary shall be his Spouse, unless the Spouse cannot be located or the Employee has designated a Beneficiary other than his Spouse and the Spouse has consented in writing in the form required under Section 2.3. If no Beneficiary is living or has been designated by the Employee, then the lump-sum death benefit shall be payable to such Employee's relatives living at the time of the Employee's death, in the following order of priority:

- (a) wife or husband;
- (b) child or children, in equal shares if more than one;
- (c) father or mother, in equal shares if both are living; or
- (d) to the Employee's estate if no relative listed above survives the Employee.

10.4 SURVIVOR DEATH BENEFIT

- (a) The Spouse of a lawfully married Participant who dies before August 23, 1984, while he is eligible for an early retirement benefit described in Article VI, but

before he elects to retire, shall be entitled to the survivor portion of the Joint and Survivor Annuity that would have been payable if the Participant had elected a Joint and Survivor Annuity and had retired on the date preceding his death.

- (b) Upon the death on or after August 23, 1984, of a Participant or former Participant who is vested under Sections 8.1 of the Plan at his date of death but had not begun to receive benefits hereunder, the surviving Spouse of the Participant shall be eligible for a Pre-Retirement Survivor Death Benefit, commencing by the earliest date the Participant would have become eligible to receive a monthly retirement benefit, unless the surviving Spouse elects a later date. The Pre-Retirement Survivor Death Benefit means an annuity for the life of the Participant's surviving Spouse, computed as follows:

- (i) If the Participant or former Participant dies on or after the date on which he became eligible to receive a monthly retirement benefit under this Plan, the annuity is computed as if he had retired on the day before his death, elected immediate retirement in the form of a Joint and Survivor Annuity, and then died on the next day; or
- (ii) If the Participant or former Participant dies before becoming eligible for a monthly retirement benefit under the Plan, the annuity is computed as if he separated from service on the date of his death, survived to the earliest date on which he would have become eligible to receive a monthly retirement benefit, retired on that date after electing immediate retirement in the form of a Joint and Survivor Annuity, and then died on the next day.

ARTICLE XI SUSPENSION OF BENEFITS

11.1 RE-EMPLOYMENT BY A CONTRIBUTING EMPLOYER

In the event a Participant has commenced receiving benefits under the Plan and subsequently returns to Covered Employment, benefits otherwise payable will be suspended until such time as the Participant again terminates Covered Employment. Notwithstanding the foregoing, benefits will be suspended only in accordance with Section 2530.203-3(c)(2) of the Department of Labor Regulations.

11.2 EMPLOYMENT BY ANOTHER EMPLOYER

In the event a Participant has commenced receiving benefits under the Plan and is subsequently employed by an employer who is not obligated to make payments to the Trust Fund under a Collective Bargaining Agreement with the Union, benefits otherwise payable will be suspended until such time as the Participant terminates employment with that employer, and benefits already paid may be recovered by the Trustees subject to the following conditions:

- (a) The Participant's employment with that employer would be Covered Employment if that employer was obligated to make payments to the Trust Fund because:
 - (i) That employer is engaged in business activities of the type engaged in by any Employers maintaining the Plan; and
 - (ii) That employer is located in the Washington, D.C. metropolitan area.
- (b) The Plan may not suspend benefits as provided in this Section unless the Trustees notify the Participant during the first month benefits are suspended of the reasons for suspension and the right to review the suspension under the procedure of Article XVI of the Plan.

- (c) The Participant may request a ruling by the Trustees under the procedure described in Sections 16.1 and 16.2 of the Plan on whether contemplated employment will be the type described in (a) above.
- (d) The Participant must notify the Trustees of the Plan of any employment of the type described in (a) above and, upon request of the Trustees, must certify that he is not employed or that his employment is not described in (a) above in order to continue to receive benefits.
- (e) Effective December 15, 2011, retirees may not collect a pension benefit from the Plan if they are working for a competitor in the same industry as any participating Employer, within one hundred (100) miles of the Local 730 Union Hall.

11.3 RESUMPTION OF PAYMENTS

If a Participant's benefits are suspended pursuant to Section 11.1 or 11.2 of this Article XI, re-election of benefits following retirement from subsequent employment must conform to elections made prior to any subsequent employment. Upon termination of subsequent employment, resumption of benefit payments shall resume no later than the first day of the third calendar month in which the Employee ceases to be employed in Section 11.1 or Section 11.2 employment and notifies the Trustees of the same. Such benefit payments shall be actuarially increased to reflect the value of benefit payments that were suspended during each period of re-employment under Section 11.1 or 11.2 of this Article XI.

ARTICLE XII FUNDING POLICY FOR PLAN BENEFITS

12.1 Pension Plan benefits shall be funded entirely with contributions made by Employers who have agreed to make payments to the Trust Fund at a certain rate under the terms

of a Collective Bargaining Agreement with the Union. Such contributions shall be made at the time set forth in the Trust Agreement.

ARTICLE XIII LIMITATIONS ON BENEFITS

13.1 MAXIMUM ANNUAL RETIREMENT BENEFITS FOR LIMITATION YEARS BEGINNING ON AND AFTER JANUARY 1, 2008

Except as otherwise provided below, the provisions of this Section shall be effective as of the first Limitation Year beginning on January 1, 2008. The limitations, adjustments and other requirements prescribed herein shall at all times comply with the provisions of Section 415 of the Internal Revenue Code and the final regulations thereunder, the terms of which are specifically incorporated herein by reference.

- (a) Notwithstanding anything in the Plan to the contrary, in no event shall the combined annual benefit payable with respect to a Participant on a single life basis under this or any other defined benefit plan maintained by the Employer or any Affiliate (including any terminated plans) under which the Participant is covered as a Participant exceed the Defined Benefit Dollar Limitation.
- (b) If a Participant has multiple annuity starting dates, the limitations of Section 415 of the Internal Revenue Code and the regulations thereunder must be met separately as of each annuity starting date taking into account the benefits that have been or will be provided as of each annuity starting date.
- (c) If a Participant's Annual Benefit (or a retirement benefit to which the Participant is entitled under any other defined benefit plan maintained by the Employer or any Affiliate) is payable in a form other than a single life annuity or qualified joint and survivor annuity, the Annual Benefit shall be converted to a single life

annuity using the interest rate and mortality assumptions specified in the Plan for an Actuarial Equivalent for the particular form of benefit payable. The single life annuity, which has been so determined, shall be compared to the single life annuity that has the same actuarial present value as the form of benefit payable to the Participant, computed using a five percent (5%) interest rate assumption (or for any form of benefit subject to Section 417(e)(3) of the Internal Revenue Code, the applicable interest rate as defined in Section 417(e)(3) of the Internal Revenue Code) and the applicable mortality table prescribed in Section 417(e)(3) of the Internal Revenue Code. The greater of these two (2) amounts shall be the applicable limit for the Annual Benefit payable in a form other than a single life annuity or qualified joint and survivor annuity.

Notwithstanding the foregoing, the following shall not be taken into account: any ancillary benefit that is not related to retirement income benefits, and the survivor annuity provided under the portion of any annuity that constitutes a qualified joint and survivor annuity (as defined in Section 417(b) of the Internal Revenue Code).

- (i) For the Plan Years commencing on January 1, 2004 and January 1, 2005, for any form of benefit subject to Section 417(e)(3) of the Internal Revenue Code, for purposes of the adjustment set forth in this subsection (c), the applicable interest rate as defined in Section 417(e)(3) of the Internal Revenue Code shall not be less than five and five-tenths percent (5.5%).

- (ii) For Plan Years beginning on or after January 1, 2006, for any form of benefit subject to Section 417(e)(3) of the Internal Revenue Code, for purposes of the adjustment set forth in this subsection (c), the interest rate shall not be less than the greatest of five and five-tenths percent (5.5%), the rate specified in the Plan or the rate that produces a benefit of not more than one hundred five percent (105%) of the benefit that would be produced using the applicable interest rate as defined in Section 417(e)(3) of the Internal Revenue Code.
- (d) For Limitation Years beginning before July 1, 2007, if the benefit of a Participant begins prior to age sixty-two (62), the Defined Benefit Dollar Limitation applicable to the Participant's annuity starting date is the annual amount of a benefit payable in the form of a single life annuity commencing at the Participant's annuity starting date that is the actuarial equivalent of the Defined Benefit Dollar Limitation (adjusted under Section 13.1 (f) of the Plan for years of participation less than ten (10), if required) with actuarial equivalence computed using whichever of the following produces the smaller annual amount:
 - (i) the interest rate specified in Section 2.2 of the Plan and the mortality table (or other tabular factor) specified in Section 2.2 of the Plan; or
 - (ii) a five percent (5%) interest rate assumption and the applicable mortality table as defined in Section 2.2 of the Plan.

For Limitation Years beginning on and after July 1, 2007, if the benefit of a Participant begins prior to age sixty-two (62), the Defined Benefit Dollar Limitation applicable to the Participant at such earlier age is an Annual Benefit

payable in the form of a single life annuity beginning at the earlier age that is the actuarial equivalent of the Defined Benefit Dollar Limitation applicable to the Participant at age sixty-two (62) (adjusted under (a) above if applicable) determined as follows. The Defined Benefit Dollar Limitation applicable at an age prior to age sixty-two (62) is determined as the lesser of:

- (i) the actuarial equivalent at such age of the Defined Benefit Dollar Limitation computed using a five percent (5%) interest rate and the applicable mortality table as defined in Section 415(b)(2)(E)(v) of the Internal Revenue Code.

Any decrease in the Defined Benefit Dollar Limitation determined in accordance with this subsection (d) shall not reflect a mortality decrement if benefits are not forfeited upon the death of the Participant. If any benefits are forfeited upon death, the full mortality decrement is taken into account. No forfeiture shall be deemed to occur, if the Plan provides a qualified pre-retirement survivor annuity and does not charge the Participant for such coverage.

- (ii) the amount determined by multiplying the Defined Benefit Dollar Limitation by the ratio of the annual amount of the single life annuity beginning at such earlier age (computed using the interest rate and mortality table or other tabular factor specified for early retirement benefits under the Plan) to the annual amount of the single life annuity under the Plan commencing at age sixty-two (62) (with both such amounts determined without application of the rules of Section 415 of the Internal Revenue Code).

- (e) For Limitation Years beginning before July 1, 2007, if the benefit of a Participant begins after the Participant attains age sixty-five (65), the Defined Benefit Dollar Limitation applicable to the Participant's annuity starting date is the annual amount of a benefit payable in the form of a single life annuity commencing at the Participant's annuity starting date that is the actuarial equivalent of the Defined Benefit Dollar Limitation (adjusted under Section 13.1(f) of the Plan for years of participation less than ten (10), if required) with actuarial equivalence computed using whichever of the following produces the smaller annual amount:
- (i) the interest rate specified in Section 2.2 of the Plan and the mortality table (or other tabular factor) specified in Section 2.2 of the Plan; or
 - (ii) a five percent (5%) interest rate assumption and the applicable mortality table as defined in Section 2.2 of the Plan.

For Limitation Years beginning on and after July 1, 2007, if the Plan provides an actuarial increase for a Participant who continues employment with the Employer after age sixty-five (65), and if the benefit of a Participant begins after the Participant attains age sixty-five (65), the Defined Benefit Dollar Limitation applicable to the Participant at the later age is an Annual Benefit payable in the form of a single life annuity beginning at the later age determined as the lesser of:

- (i) the actuarial equivalent at such age of the Defined Benefit Dollar Limitation computed using a five percent (5%) interest rate and the applicable mortality table as defined in Section 415(b)(2)(E)(v) of the Internal Revenue Code.

For these purposes, mortality between age sixty-five (65) and the age at which benefits commence shall be ignored. No forfeiture shall be deemed to occur if the Plan provides a qualified pre-retirement survivor annuity and does not charge the Participant for such coverage.

- (ii) the amount determined by multiplying the Defined Benefit Dollar Limitation by the ratio of (A) the annual amount of the single life annuity beginning at such later age (computed using the interest rate and mortality assumptions for delayed retirement benefits under the Plan, if applicable, even if such adjustments are applied to offset benefit accrual) to (B) the annual amount of the single life annuity under the Plan commencing at age sixty-five (65) (computed without using the interest rate and mortality assumptions for delayed retirement benefits under the Plan, if applicable) (with both such amounts in (A) and (B) determined without application of the rules of Section 415 of the Internal Revenue Code and by disregarding accruals after age sixty-five (65)).
- (f) If the Participant has fewer than ten (10) years of participation in the Plan, the Defined Benefit Dollar Limitation shall be multiplied by a fraction, the numerator of which is the number of years (or part thereof) of participation in the Plan and the denominator of which is ten (10). Years of service and years of participation shall be determined in accordance with Treas. Reg. sections 1.415(b)-1(g)(1)(ii) and (g)(2)(ii).

13.2 PRESERVATION OF BENEFIT

The Annual Benefit of a Participant who was a Participant in the Plan before the first Limitation Year that begins on January 1, 2008 shall not be reduced under any other provisions

of Section 13.1 to the extent that it does not exceed the Participant's Annual Benefit accrued as of the end of the Limitation Year that ends immediately prior to the first Limitation Year that begins on January 1, 2008, and determined in accordance with the requirements of Section 415 of the Internal Revenue Code in effect on that date and provisions of the Plan that were both adopted and in effect before April 5, 2007.

The limitations of Section 415 of the Internal Revenue Code and the regulations thereunder for a Participant who has separated from service with a nonforfeitable right to an accrued benefit shall be the limitations that applied at the time that the Participant separated from service with the Employer.

13.3 IN-SERVICE DISTRIBUTIONS

In the event a Participant who continues to be employed beyond Normal Retirement Age and whose benefit would (as actuarially increased) exceed the limits of Section 415 of the Internal Revenue Code, such a Participant will receive an in-service distribution to the extent necessary to comply with Section 415 of the Internal Revenue Code.

13.4 DEFINITIONS

The following definitions apply for purposes of Article XIII.

- (a) "Affiliate" means with respect to any Employer (A) any corporation that is a member of the same controlled group of corporations (within the meaning of Section 414(b) of the Internal Revenue Code) as such Employer; (B) any member of an affiliated service group, as determined under Section 414(m) of the Internal Revenue Code, of which such Employer is a member; (C) any trade or business that is under common control with such Employer, as determined under Section 414(c) of the Internal Revenue Code, and (D) any other entity which is required to be aggregated with such Employer under Section 414(o) of the Internal Revenue

Code, but with “more than fifty percent (50%)” substituted for the phrase “at least eighty percent (80%)” in Section 1563(a)(1) of the Internal Revenue Code, when applying Sections 414(b) and 414(c) of the Internal Revenue Code and in the regulations under Section 414(c) of the Internal Revenue Code (except for purposes of determining whether two (2) or more organizations are a brother-sister group under common control under the rules of Treas. Reg. section 1.414(c)-2(c)).

- (b) “Annual Benefit” means a retirement benefit which is payable annually in the form of a straight life annuity with no ancillary benefits and determined without regard to any rollover contributions or contributions made by a Participant. If the benefit under the Plan is payable in any other form (other than a qualified joint and survivor annuity), the annual benefit shall be adjusted to the equivalent of a straight life annuity as set forth herein. The annual limitation applicable to rollover contributions, contributions made by a Participant and any transferred contributions shall be determined in accordance with Treas. Reg. section 1.415(b)-1(b)(2).
- (c) “Compensation” means compensation as defined in Treas. Reg. section 1.415(c)-2(b) and including those items specified in Treas. Reg. sections 1.415(c)-2(e)(2), 1.415(c)-2(e)(3)(iii), 1.415(c)-2(e)(4) and 1.415(c)-2(g)(5) and (g)(6). Compensation shall not reflect compensation for a year that is in excess of the limitation under Section 401(a)(17) of the Internal Revenue Code that applies to that year. Effective January 1, 2008, “Compensation” includes amounts received after an Employee’s severance from employment if such amounts are otherwise

included in the definition of compensation for purposes of Section 415 of the Internal Revenue Code and are paid by the later of two and one-half (2½) months following such severance from employment or the end of the Plan Year that includes the date of the Employee's severance from employment.

- (d) "Defined Benefit Dollar Limitation" means \$210,000 (or such other figure determined in accordance with the cost of living adjustment procedure under Section 415(d) of the Internal Revenue Code and Treas. Reg. section 1.415(d)-1(a), but only for the year in which such adjustment is effective).
- (e) "Limitation Year" means the Plan Year.

ARTICLE XIV PAYMENT OF BENEFITS

14.1 APPLICATION AND MISREPRESENTATION

An application for retirement, disability, or death benefit must be in writing in the form and manner prescribed by the Trustees. Any misrepresentation by an applicant will constitute sufficient ground for adjustment of any benefits or recovery of benefit payments made by the Trust Fund, on the basis of the application filed by such applicant. Any misrepresentation by an individual who qualified for and is receiving disability benefits will be sufficient ground for the cancellation or recovery of benefit payments made by the Trust Fund. Any misrepresentation by an individual who qualified for and is receiving early or regular retirement benefits as to the nature of such individual's employment following retirement under the provisions of the Plan will be sufficient ground for the suspension or recovery of benefit payments made by the Trust Fund.

14.2 DATE OF COMMENCEMENT OF BENEFIT PAYMENT

- (a) Payment of the monthly retirement or disability benefits will commence on the first day of the month following retirement or termination due to disability, provided an application for any such benefit is filed with the Trustees within forty-five (45) days before the effective date of an Employee's retirement or termination of employment due to disability.
- (b) Payment of the monthly retirement or disability benefits will not commence until the first day of the month following receipt of an application for a monthly retirement or disability benefit when such application is not filed with the Trustees within the forty-five (45) day period set forth in (a) above. An application for a lump-sum disability or death benefit should be filed with the Trustees as soon as practicable. Prior to payment of any amount by the Trustees, an application for a benefit provided by the Plan must be approved by the Trustees.
- (c) Notwithstanding any provisions of the Plan to the contrary, for retirements the following limitation shall apply: Notwithstanding any provisions of the Plan to the contrary, whenever the Trustees are to pay a benefit under the Plan, payment of the Normal Retirement Benefit shall begin not later than the sixtieth (60th) day after the close of the Plan Year in which the latest of the following events occurs:
 - (i) the date on which the Participant attains the earlier of age sixty-five (65) or the Normal Retirement Age specified in the Plan;
 - (ii) the tenth (10th) anniversary of the date on which the Participant commenced participation in the Plan; or
 - (iii) the date the Participant terminates his employment with his Employer.

- (d) Notwithstanding any provision of the Plan to the contrary, a Participant's benefits shall be distributed to him not later than April 1 of the calendar year following the later of the calendar year in which he attains age seventy and one half (70½) or the calendar year in which he actually retires. Alternatively, distributions to a Participant must begin no later than the latest date described in the preceding sentence and must be payable over the life or life expectancy of the Participant (or the joint lives or life expectancies of the Participant and his designated Beneficiary). Notwithstanding anything in the Plan to the contrary, the Plan will apply the minimum distribution requirements of Section 401(a)(9) of the Internal Revenue Code in accordance with Treas. Reg. sections 1.401(a)(9)-1 through 1.401(a)(9)-9 that were issued on April 17, 2002 and June 15, 2004.
- (e) When distribution to a Participant has begun in accordance with subsection (c) above and such Participant dies prior to the distribution of his entire interest, the remaining portion of his interest shall be distributed to his Beneficiary at least as rapidly as under the method of distribution being used as of the date of such Participant's death.
- (f) When distribution to a Participant has not begun prior to his death, the entire interest of such Participant shall be distributed within five (5) years from the date of his death. Notwithstanding the foregoing sentence, if the Participant's interest is payable to a designated Beneficiary, and distribution begins no later than one (1) year after the Participant's death, payment may be made to such Beneficiary in the form of a life annuity or over a period not exceeding such Beneficiary's life expectancy; provided, however, that if the Participant's designated Beneficiary is

his surviving Spouse, the date on which the distribution is required to begin shall not be earlier than the date on which the deceased Participant would have attained age seventy and one-half (70½).

14.3 DISCRETION IN TRUSTEES TO PAY BENEFITS TO THIRD PARTY

To the extent permitted by Section 401(a)(13) of the Internal Revenue Code, whenever in the opinion of the Trustees an individual who has qualified for benefits from the Plan is unable to properly administer benefit payments by reason of mental or physical infirmity, the Trustees may pay the benefit amounts which such individual is entitled to receive to any of the following parties:

- (a) Directly to the qualified Employee;
- (b) To the legal guardian of the Employee;
- (c) To any Spouse, parent, brother or sister of the Employee;
- (d) To any proper party directly for the support, maintenance and welfare of the Employee.

14.4 DIRECT TRANSFER OF DISTRIBUTIONS

This Section applies to distributions made on or after January 1, 1993. Notwithstanding any provision of the Plan to the contrary that would otherwise limit a distributee's election under this Section, a distributee may elect, at the time and in the manner prescribed by the Trustees, to have any portion of an eligible rollover distribution that is equal to at least \$200 paid directly to an eligible retirement plan specified by the distributee in a direct rollover.

For purposes of this Section, the following terms shall be defined as follows:

Eligible rollover distribution: An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include any distribution that is one of a series of substantially equal periodic

payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated Beneficiary, or for a specified period of ten (10) years or more; any distribution to the extent such distribution is required under Section 401(a)(9) of the Internal Revenue Code; the portion of any distribution that is not includable in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to Employer securities); and any other distribution that is reasonably expected to total less than \$200 during a year.

Eligible retirement plan: An eligible retirement plan is an individual retirement account described in Section 408(a) of the Internal Revenue Code, an individual retirement annuity described in Section 408(b) of the Internal Revenue Code, an annuity plan described in Section 403(a) and (b) of the Internal Revenue Code, a deferred compensation plan described in Section 457 of the Internal Revenue Code, or a qualified plan described in Section 401(a) of the Internal Revenue Code, that accepts the distributee's eligible rollover distribution. Effective for distributions made on or after January 1, 2008, an eligible retirement plan includes a Roth IRA described in Section 408A of the Internal Revenue Code, provided the eligible rollover distribution is considered a "qualified rollover distribution" under Section 408A(e) of the Internal Revenue Code. However, in the case of an eligible rollover distribution to a nonSpouse Beneficiary within the meaning of Section 402(c)(11) of the Internal Revenue Code, an eligible retirement plan is an individual retirement account or individual retirement annuity.

Distributee: A distributee includes an Employee or former Employee. In addition, the Employee's or former Employee's surviving Spouse or nonSpouse Beneficiary within the meaning of Section 402(c)(11) of the Internal Revenue Code, and the Employee's or former Employee'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.

Direct Rollover: A direct rollover is a payment by the Plan to the eligible retirement plan specified by the distributee.

**14.5 UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT
RIGHTS ACT OF 1994 AND HEROES EARNINGS ASSISTANCE AND
RELIEF ACT OF 2008 - MILITARY SERVICE CREDIT**

Effective December 12, 1994, notwithstanding any provision of the Plan to the contrary, contributions, benefits, and service credit with respect to qualified military service will be provided in accordance with Section 414(u) of the Internal Revenue Code. USERRA refers to the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA"). Additionally, contributions, benefits and service credit shall also be provided to Participants who cease employment due to the performance of qualified military service and die while in such military service such that the Participant is deemed to have been reemployed on the day immediately preceding the date of death in accordance with Sections 401(a)(37) and 414(u) of the Internal Revenue Code.

**ARTICLE XV
QUALIFIED DOMESTIC RELATIONS ORDER**

15.1 Any Accrued Benefit of a Participant may be apportioned between the Participant and the alternate payee (as defined in Section 414(p)(8) of the Internal Revenue Code) either through separate payable amounts or by providing the alternate payee a percentage of the Participant's monthly benefit. The Plan's policies with respect to such apportionment shall be defined in the procedures to determine the qualified status of domestic relations orders and to administer the distributions thereunder. In no event will a domestic relations order which

provides that a former Spouse is to be treated as the current Spouse of a Participant be considered a qualified domestic relations order under the Plan notwithstanding that such domestic relations order is a qualified domestic relations order as defined in Section 414(p)(1)(A) of the Internal Revenue Code.

ARTICLE XVI CLAIMS PROCEDURE

16.1 DENIAL OF A CLAIM FOR BENEFITS

If for any reason a claim for benefits is denied, the Trustees shall notify the Employee, surviving Spouse, Spouse or Beneficiary in writing within a reasonable time after the claim is received. The notice shall be written in a way that is calculated to explain to the claimant why the claim has been denied. The notice shall contain the following information:

- (a) The specific reason or reasons why the claim has been denied;
- (b) The specific provisions of the plan document on which the denial is based;
- (c) A description of any information necessary to remedy any defects in the claim and an explanation of why the information is needed; and
- (d) An explanation of the appeal procedure.

16.2 APPEAL PROCEDURE

The appeal procedure will be followed as described in the Plan's Summary Plan Description in accordance with Section 503 of the Employee Retirement Income Security Act of 1974, as amended, and the corresponding sections of the Department of Labor regulations. However, the Trustees are responsible for interpreting and applying the Plan. The decision of the Trustees on appeals and related matters are final and binding on all parties. Benefits will be paid only if the Trustees decide in their discretion that the applicant is entitled to them.

16.3 ARBITRATION AFTER APPEAL

If a claim for benefits is denied after an appeal to the Trustees as provided herein, the claim may be submitted to binding arbitration if the claimant so requests in writing within thirty (30) days after the Trustees make their decision. The selection of an arbitrator and the procedure to be followed shall be as specified in the rules established by the American Arbitration Association.

16.4 STATUTE OF LIMITATIONS

A claim or action (i) to recover benefits allegedly due under the Plan or by reason of any law, (ii) to enforce rights under the Plan, (iii) to clarify rights to future benefits under the Plan, or (iv) that relates to the Plan and seeks a remedy, ruling or judgment of any kind against the Plan or a Plan fiduciary or party in interest (collectively, a “Judicial Claim”), may not be commenced in any court or forum until after the claimant has exhausted the Plan’s claims and appeals review procedures, and a final determination has been rendered by the Trustees on that claim. A claimant must raise every argument and/or produce all evidence the claimant believes supports his claim or action and shall be deemed to have waived any argument and/or the right to produce any evidence not submitted to the Trustees during the claims and appeals review procedure.

Any Judicial Claim must be commenced in the appropriate court or forum no later than one (1) calendar year from the date of the Trustees’ final determination. Any claim or action that is commenced, filed, or raised, whether a Judicial Claim or a claim during the Plan’s claims and appeals review procedures, after expiration of the one (1) year period shall be time-barred. Filing or commencing a Judicial Claim before the claimant exhausts the Plan’s claims and appeals review procedure shall not toll the one (1) year limitations period.

If a claimant wishes to file suit, the claimant must bring that action in Washington, D.C. or the United States District Court for the State of Maryland.

ARTICLE XVII TERMINATION OF PLAN

17.1 EFFECT OF TERMINATION

In the event the Plan terminates, or partially terminates, all affected Participants shall have a one hundred percent (100%) Vested Interest in their Accrued Benefit to the extent the Plan is funded on the date of termination or partial termination. The assets of the Plan shall be allocated as provided in Section 4044 of the Employee Retirement Income Security Act of 1974.

17.2 MERGERS, CONSOLIDATIONS OR TRANSFERS

The Plan may not merge or consolidate with, or transfer its assets or liabilities to, any other plan unless each Participant in the Plan would, if the Plan terminated thereafter, receive a benefit immediately after the merger, consolidation or transfer which is equal to or greater than the benefit he would have been entitled to receive immediately before the merger, consolidation or transfer, if the Plan had then terminated. This restriction on mergers, consolidations or transfers shall apply to the Plan to the extent determined by the Pension Benefit Guaranty Corporation.

ARTICLE XVIII AMENDMENT OF THE PLAN

18.1 TRUSTEES' RIGHT TO AMEND

Pursuant to the authority provided by Article IV of the Trust Agreement, the Trustees shall have the right to amend the Plan in whole or in part.

18.2 LIMITATION ON AMENDMENTS

Notwithstanding Section 18.1, no amendment:

- (a) shall deprive a Participant or his Beneficiary of an already Vested Interest in his Accrued Benefit;
- (b) shall decrease the Accrued Benefit of a Participant;
- (c) shall eliminate an optional form of distribution of benefits; or
- (d) shall have the effect of changing the Vesting Schedule specified in Article VIII unless each Participant having three (3) or more Years of Service for Vesting for Participants who have at least one (1) Hour of Service in any Plan Year beginning after December 31, 1988, and five (5) Years of Service for all other Participants is permitted to elect, during the election period, to have his Vested Interest computed without regard to the amendment. The election period shall be a period of time beginning on the date the amendment is adopted by the Trustees and ending no earlier than sixty (60) days after the latest of the following dates:
 - (i) the date the amendment is adopted;
 - (ii) the date the amendment becomes effective; or
 - (iii) the date the Participant is sent written notice by the Trustees of the amendment to the Plan.

ARTICLE XIX MISCELLANEOUS PROVISIONS

19.1 EFFECT ON PARTICIPATION

Participation hereunder shall not give any Employee the right to be retained in the employ of an Employer, or any right or interest in the Plan other than as herein provided.

19.2 NONALIENATION OF BENEFITS

Except as allowed under Section 401(a)(13) of the Internal Revenue Code, Benefits provided under the Plan may not be assigned or alienated and shall be exempt from the claims of creditors. Effective January 1, 1985, the preceding sentence shall also apply to the creation, assignment or recognition of a right to any benefit payable with respect to a Participant pursuant to a domestic relations order of any court, unless such order is determined to be a qualified domestic relations order within the meaning of Section 414(p) of the Internal Revenue Code. Effective August 5, 1997, some judgments or settlements may be offset against benefits payable from the Plan to the extent required by applicable law.

19.3 VALIDITY OF PENSION PLAN

This Pension Plan shall be construed in a way that is consistent with the Employee Retirement Income Security Act of 1974 and regulations thereunder, the Internal Revenue Code and regulations thereunder, and, to the extent state law has not been preempted by federal law, the laws of the state in which the trust has its principal place of business. In case any provision of the Plan shall be illegal or invalid for any reason, such determination shall not affect the remaining provisions of the Plan; but the Plan shall be construed and enforced as if such provision had never been included therein.

19.4 INTERPRETATION OF PLAN

Words used in the masculine shall include the feminine where applicable. Whenever appropriate, words used in the singular shall include the plural, and words used in the plural shall include the singular. Titles to sections are for general information only, and the Plan shall not be construed by reference thereto.

19.5 EMPLOYEES' CONSENT TO PENSION PLAN

Each Employee shall be deemed conclusively, for all purposes, to have assented to the terms of the Plan.

19.6 RETURN OF CONTRIBUTIONS MISTAKE

Notwithstanding any provision to the contrary, a contribution made to the Plan by an Employer under a mistake of fact or law may be returned to such Employer, provided it is returned within one (1) year after the Trustees determine that the contribution was made as a result of a mistake. The Trust Fund's policy regarding the return of contributions shall be defined in the Trust Fund's Delinquency Policy.

19.7 CONTINUOUS YEARS OF SERVICE OR PLAN PARTICIPATION

For purposes of satisfying the requirements for disability or early retirement benefits and for purposes of allowing certain Participants to reach their Normal Retirement Age before the age which would otherwise be applicable, the Plan requires a certain number of continuous Years of Service for Benefit Accrual or continuous years of participation. The term "continuous," when used in this context, shall mean consecutive years without an interruption from Covered Employment which results in a Break in Service as defined in Section 2.4.

19.8 ROLE OF TRUSTEES

The Trustees shall be responsible for interpreting the Plan and applying its provisions consistent with its express terms and purpose. The Trustees shall be the "named fiduciaries" under the Plan. In the application and interpretation of any provision of the Plan, the decisions of the Trustees shall be final and binding on all parties including, but not limited to, Participants, Beneficiaries, Employees, Employers, the Union, and any other individuals dealing with the Plan.

Title to all the monies paid into and/or due and owing to the Fund from any person, employer or other entity required to make contributions or payments to this Fund, including but not limited to outstanding and withheld contributions, withdrawal liability or other monies due, shall be considered “plan assets” within the meaning of 29 C.F.R. § 2510.3-101 and vested in and remain exclusively in the Trustees of the Fund.

19.9 BURDEN OF PROOF REGARDING PLAN RECORDS.

The Plan’s records regarding a Participant’s employment status, service for all purposes, applicable benefit rate, and all other matters affecting eligibility for and amount of benefits are controlling in all cases. If the Participant believes that the Plan’s records are incomplete or incorrect, the burden of proof is on such Participant to provide written documentation of additional information that a Participant believes is relevant. Whether such documentation is satisfactory to override the Plan’s records will be determined by the Trustees in their sole and absolute discretion, subject to the Plan’s claims and appeals procedure under Article XVI. A Participant may review or request copies of the Plan’s records applicable to such Participant according to the procedure, under Article XVI, established by the Trustees or their delegates in accordance with applicable law.

ARTICLE XX TOP HEAVY LIMITATIONS

[Reserved].

ARTICLE XXI RESTRICTIONS BASED ON THE PENSION PROTECTION ACT

Notwithstanding anything in the Plan to the contrary, the provisions of this Article XXI shall apply effective for Plan Years beginning on or after January 1, 2008.

21.1 ADOPTION AND IMPLEMENTATION OF A FUNDING IMPROVEMENT OR REHABILITATION PLAN

- (a) For the initial Plan Year in which the Plan's actuary certifies that the Plan is in Endangered, Seriously Endangered, or Critical Status, the Trustees shall adopt a "Funding Improvement Plan" or a "Rehabilitation Plan," as applicable, within three hundred thirty (330) days after the start of the Plan Year. Within thirty (30) days of the adoption of a Funding Improvement Plan or Rehabilitation Plan, the Trustees must provide schedules to the bargaining parties showing revised benefit structures, contribution structures, or both, which, if adopted, may reasonably be expected to enable the Plan to meet the applicable benchmarks.
- (b) If the Plan is in Endangered Status, the schedules must include one (1) proposal for reductions in the amount of future benefit accruals necessary to achieve the benchmarks, assuming no contribution increases other than those necessary after future benefit accruals have been reduced as much as possible under the law (the "default schedule"), and one (1) proposal for increases in contributions necessary to achieve the benchmarks assuming no reductions in future benefit accruals. If the Plan is in Critical Status, the Trustees must include the default schedule. If the bargaining parties fail to agree on changes to contribution and/or benefit schedules necessary to meet the applicable benchmarks, the Trustees must implement the default schedule upon the date that is one hundred eighty (180) days after expiration of the last Collective Bargaining Agreement that was active when the Plan's status was certified.
- (c) Any Funding Improvement or Rehabilitation Plan adopted by the Trustees shall be attached hereto as Appendix A and, after the initial Plan Year in which the

Plan is certified to be in Endangered, Seriously Endangered, or Critical Status, as applicable, shall be amended as required by applicable law. The Trustees have the sole discretion to amend and construe the Funding Improvement or Rehabilitation Plan, including related schedules.

21.2 REQUIREMENTS PENDING AND FOLLOWING APPROVAL OF THE FUNDING IMPROVEMENT OR REHABILITATION PLAN

- (a) During the “Funding Plan Adoption Period” or “Rehabilitation Plan Adoption Period,” as applicable, the Trustees may not accept a Collective Bargaining Agreement or Participation Agreement that provides for (1) a reduction in the level of contributions for any Participants; (2) a suspension of contributions with respect to any period of service; or (3) any new or indirect exclusion of younger or newly hired employees from Plan participation. In addition, the Trustees may not adopt an amendment that increases Plan liabilities due to any increase in benefits, changes in the accrual of benefits, or the rate at which benefits become nonforfeitable unless the amendment is required as a condition for Plan qualification or to comply with applicable law. If the Plan is in Seriously Endangered Status, the Trustees must take all reasonable actions during the Funding Plan Adoption Period to increase the Plan’s funded percentage and postpone an accumulated funding deficiency for at least one (1) year.
- (b) After adoption of the Funding Improvement Plan or Rehabilitation Plan, the Trustees may not amend the Plan so as to increase benefits, including future benefit accruals, unless the Plan’s actuary certifies that a benefit increase is consistent with the Funding Improvement Plan or Rehabilitation Plan, and is paid for out of contributions not required by the Funding Improvement Plan or

Rehabilitation Plan to meet the applicable benchmarks. If the Plan is in Critical Status, it may not be amended to increase benefits unless the Plan's actuary also certifies that the Plan is still reasonably expected to emerge from Critical Status by the end of the Rehabilitation Period.

21.3 EMPLOYER SURCHARGE

In accordance with Section 432(e) of the Internal Revenue Code, if contributing Employers are notified that the Plan is in Critical Status, an additional required contribution ("surcharge") is imposed. In the first Plan Year of Critical Status, the surcharge equals five percent (5%) of the contributions an employer is required to make. The surcharge increases to ten percent (10%) of required contributions in succeeding Plan Years if the Plan remains in Critical Status. Failure to make the surcharge payment is treated as a delinquent contribution. The surcharge is no longer required when a Collective Bargaining Agreement includes terms consistent with a schedule under the Rehabilitation Plan. Contributions attributable to the surcharge may not be the basis for any benefit accrual.

21.4 WRERA WAIVER

Notwithstanding the Plan actuary's certification, pursuant to Section 204 of the Worker, Retiree, and Employer Recovery Act of 2008 ("WRERA"), the Trustees may elect to treat the Plan's funding status the same as that of the preceding year for the first Plan Year during the period beginning on October 1, 2008 and ending on September 30, 2009. If the Trustees elect to retain the Plan's Endangered or Critical Status, as applicable, from the preceding year, they are not required to update the Funding Improvement or Rehabilitation Plan and schedules until the following Plan Year.

21.5 DEFINITIONS

For purposes of this Article XXI, the terms “Endangered Status,” “Seriously Endangered Status,” “Critical Status,” “Funding Improvement Plan,” “Rehabilitation Plan,” “Funding Plan Adoption Period,” “Rehabilitation Plan Adoption Period,” “Funding Improvement Period,” and “Rehabilitation Period” shall have the meanings ascribed to them in Section 432 of the Internal Revenue Code.

The Trustees shall update the Funding Improvement or Rehabilitation Plan, as applicable, on an annual basis.

ARTICLE XXII INCORPORATION OF APPENDIX AND EXECUTION IN COUNTERPARTS

22.1 INCORPORATION OF APPENDIX

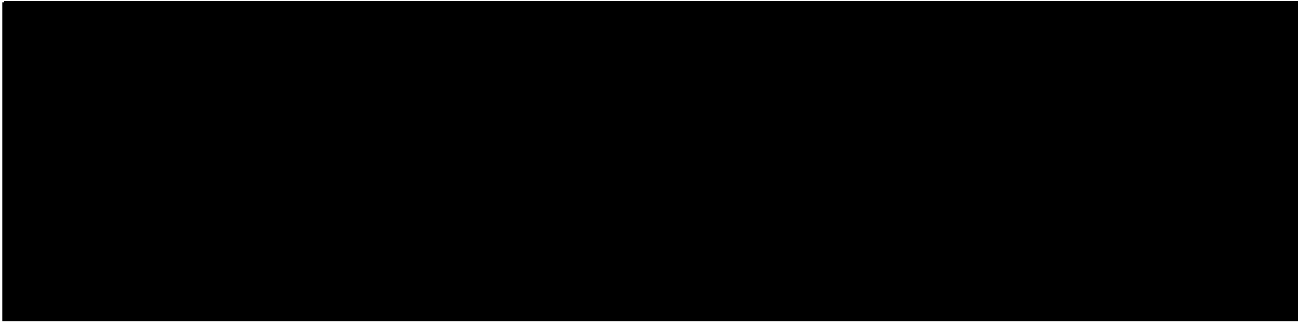
Appendix A to the Plan, attached hereto, is incorporated by reference, and the provisions of the same shall apply notwithstanding anything to the contrary contained herein.

22.2 EXECUTION IN COUNTERPARTS

This amendment and restatement may be executed in several counterparts, each of which shall be deemed an original, and said counterparts shall constitute but one and the same instrument.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF the Board of Trustees has caused the foregoing restatement of the Warehouse Employees Union Local No. 730 Pension Trust Fund Plan Document to be effective as of January 1, 2015 and executed as of this ____ day of _____, 20__.



Union Trustee

Employer Trustee

Union Trustee

Employer Trustee

APPENDIX A REHABILITATION PLAN

Warehouse Employees Union Local No. 730

Pension Trust Fund

PLEASE NOTE:

**THE CHANGES DISCUSSED HEREIN
DO NOT APPLY TO ACTIVE PARTICIPANTS
UNTIL NEGOTIATED INTO THE
APPLICABLE COLLECTIVE BARGAINING AGREEMENT**

**AT THIS TIME, THE CHANGES HEREIN ONLY APPLY
TO TERMINATED, VESTED PARTICIPANTS**

Rehabilitation Plan

In Compliance with the Pension Protection Act of 2006

Effective for Collective Bargaining Agreements
Agreed to, Renewed or Extended after
December 25 2009 and until a Revised Rehabilitation Plan is issued

Union Trustees
Richard Johnson, Secretary
Tyron Richardson
Archie Smith
Ritchie Brooks, Alternate

Employer Trustees
Eric D. Weiss, Chairman
William Johnson
Michael Bull

I. INTRODUCTION

On March 31, 2009, the Warehouse Employees Union Local No. 730 Pension Trust Fund ("the Fund") was certified by its actuaries to be in "Critical Status" or "the Red Zone" as defined by the Pension Protection Act (the "PPA") for the Plan Year beginning on January 1, 2009. Therefore, the Board of Trustees of the Fund (the "Board" or the "Trustees"), as the plan sponsor, was required to adopt and implement a Rehabilitation Plan (the "Plan") no later than November 26, 2009. The Rehabilitation Plan described below was adopted November 25, 2009 and is applicable for collective bargaining agreements and participation agreements renewed or extended after December 25, 2009. The Rehabilitation Plan amends the Fund's Plan of Benefits in order to comply with the requirements of the PPA.

Based on the Fund's reasonably anticipated experience and actuarial assumptions, the Rehabilitation Plan sets forth revised contribution and benefit structures (the "Schedules") which, if adopted by the Fund's Contributing Employers ("the Bargaining Parties"), may reasonably be expected to enable the Fund to emerge from Critical Status by the end of the thirteen (13) year Rehabilitation Period as defined by the PPA (or other time period permitted by any subsequent legislation or regulation). The required schedules are the "Preferred Schedule" and the "Default Schedule." The Trustees strongly recommend that the Bargaining Parties adopt the Preferred Schedule of contribution increases and benefit reductions. The Default Schedule will be automatically imposed for bargaining parties who fail to adopt the Preferred Schedule. All benefit adjustments are subject to ERISA's notice requirements.

An Automatic Surcharge of 5% during the initial year of the Plan and 10% in subsequent years shall be imposed upon any employer who fails to adopt a collective bargaining agreement consistent with either the Preferred or Default Schedules as required by the Rehabilitation Plan. If the Default Schedule is imposed, a surcharge will be assessed consistent with the PPA.

The Board has the sole and absolute power, authority and discretion to amend, construe and apply the provisions of this Rehabilitation Plan including the Schedules. Unless otherwise indicated, all capitalized terms used in these Schedules shall have the definitions and meanings assigned to them in the Fund's Plan of Benefits.

II. EFFECTIVE DATES

This Plan was adopted on November 25, 2009. The schedule of benefits and contribution rate requirements described in this Plan apply to members covered under collective bargaining agreements and participation agreements that are renewed or extended after

December 25, 2009. The schedule of contributions will be valid for the duration of such renewed or extended collective bargaining agreement or participation agreement.

Pursuant to the PPA, the Trustees must review the Plan on an annual basis and may update the Plan to reflect future investment market conditions, participation levels in the Fund, percentage of members covered under the Preferred Schedule, legislative or regulatory action with respect to PPA compliance, and other factors that may have a material impact on such future Rehabilitation Plan. Therefore, collective bargaining agreements that are renewed or extended after such revised Rehabilitation Plan is provided to the Bargaining Parties will be subject to the Plan as amended at the time of such renewal or extension.

III. SCHEDULES OF CONTRIBUTION AND BENEFIT LEVELS

The Board of Trustees of the Fund mandates the following Preferred and Default Schedules to the parties charged with bargaining over agreements requiring contributions to the Fund. Subject to the sole discretion of the Trustees, a schedule is deemed adopted when the Trustees determine that a collective bargaining agreement ("CBA") requiring contributions to the Fund includes terms consistent with the requirements of a Schedule in the Rehabilitation Plan.

Prior to negotiations, the bargaining parties shall request in writing from the Fund Office contribution rate sequences that will conform to the Preferred and Default Schedules. Subsequent to negotiations, the bargaining parties must submit all contribution rate sequences in any CBA renewal or extension to the Fund office for approval. The Fund Office will notify the bargaining parties if the rate sequence in the CBA is not consistent with the schedules of the Rehabilitation Plan.

A. Preferred Schedule (Schedule A)

The Preferred Schedule requires a Contributing Employer to make annual contribution rate increases during the Rehabilitation Period, eliminates all adjustable and lump sum benefits and certain early pension retirement options and reduces the accrual rate (the rate at which pension benefits increase) for future benefit accruals.

1. Contributions Increases

For CBAs renewed or extended after December 25, 2009, the Preferred Schedule requires compounded contribution rate increases as contained in Schedule A of 4.9% annually to comply with this Rehabilitation Plan. Such contribution increases shall be effective on the one year anniversary date of the last increase in the preceding CBA and on each anniversary date thereafter during the term of the new CBA.

2. Benefit Reductions

For Participants whose Contributing Employers are in compliance with the Preferred Schedule, with the exception of the "30 & Out" Early Retirement Pension, all early retirement options and adjustable and lump sum benefits are eliminated. In other words, the "30 & Out" Early Retirement Pension is still available. In addition, the accrual rate (the rate at which pension benefits increase) for future benefit accruals has been reduced to an initial pension of

2.0% of the rate of contribution in effect at the date of adoption of the Preferred Schedule, reducing to 1.0% after the pension has been in effect for 60, 84, 96, or 120 months depending on the terms of the contract in effect immediately prior to the CBA adopting the Preferred Schedule.

3. Normal Retirement Age

Under the Preferred Schedule, the Fund's Normal Retirement Age has been increased to 62 years of age for service accrued after the adoption of the Preferred Schedule.

B. Default Schedule (Schedule B)

Pursuant to the PPA, the Rehabilitation Plan must contain a Default Schedule under which contribution increases necessary to emerge from Critical Status after future benefit accruals and other adjustable benefits have been reduced to the maximum extent permitted by law. If the Bargaining Parties adopt the Default Schedule, contributing employers are required to make contributions as required by such schedule but future benefit accruals and adjustable benefits will be reduced as stated below. If the Bargaining Parties fail to adopt either the Preferred or the Default Schedules, the Default Schedule will be imposed by law on the earlier of the date that the Secretary of Labor certifies that the parties are at an impasse or one hundred and eighty (180) days after the expiration of the CBA in effect on December 25, 2009, and a surcharge will be imposed as set forth below in Section V retroactive to the date of the expiration of such CBA.

1. Contribution Increases

For CBA's renewed or extended after December 25, 2009, the Default Schedule requires compounded contribution rate increases as contained in Schedule B of 2.3% contribution increases annually during the Rehabilitation Period. Such contribution increases shall be effective on the one year anniversary date of the last increase in the preceding CBA and on each anniversary date thereafter during the term of the new CBA.

2. Future Benefit Accruals

For Participants who's Bargaining Parties agree to adopt the Default Schedule, or for whom a Default Schedule is imposed by law, the rate at which they will accrue future benefits will be reduced to 1% of the rate of contribution in effect at the date of adoption or imposition of the Default Schedule.

3. Benefit Reductions

Under the Default Schedule, all early retirement and adjustable benefits and lump sum payments be eliminated. Provided, however, nothing in this Paragraph shall be construed to reduce the level of a Participant's accrued benefit payable at Normal Retirement Age.

4. Normal Retirement Age

Under the Default Schedule, the Fund's Normal Retirement Age has been increased to 62 years of age for service accrued after the date of adoption or imposition of the Default Schedule.

5. Comparison of Values

The benefits under the Default Schedule are less valuable than the benefits under the Preferred Schedule. For the Fund overall the benefits provided by under the Default Schedule have a value that is approximately 60% of the value of the benefits provided under the Preferred Schedule. This is because, as described above, the accruals are lower under the Default Schedule and the unreduced pension after 30 years of service is eliminated. The 60% figure applies to the Fund as a whole. For each participant, the value of the Default Schedule compared to the value of the Preferred Schedule depends upon the individual's circumstances. For example participants in work currently over age 62 with many years of service will experience only a small difference between the benefit provided by the Preferred and Default Schedules. However, participants in work who accumulated 30 years of service and intend to take early retirement may have a benefit under the Default Schedule that has less than 40% of the benefit under the Preferred Schedule.

6. Conversion from Default Schedule to Preferred Schedule

If a Contributing Employer agrees to the Default Schedule or the Default Schedule is imposed with respect to a particular Bargaining Unit, subsequent Collective Bargaining Agreements for that unit which are compliant with the Preferred Schedule will only be accepted under the terms and conditions as determined by the Trustees in their discretion. Under any and all circumstances, benefits under the Preferred Schedule will be reinstated only if the Preferred Schedule is negotiated within one year of the expiration date of the CBA in effect on December 25, 2009, and contributions and applicable interest are made retroactive to such expiration date. Contributions paid under the Default Schedule in excess of the amount due under the Preferred Schedule will not be refunded.

IV. INACTIVE VESTED PARTICIPANTS

All early retirement and adjustable benefits and lump sum payments are eliminated for inactive vested participants.

V. SURCHARGES FOR NONCOMPLIANT COLLECTIVE BARGAINING AGREEMENTS

A. Imposition of Surcharge When the Bargaining Parties Fail to Adopt a Schedule

For purposes of the automatic surcharge provisions of the PPA, for Employers who fail to adopt a CBA on or after December 25, 2009 with terms consistent with the schedules set forth in the Rehabilitation Plan and for those Employers upon which the Default Schedule is imposed, an automatic surcharge will be imposed pursuant to the PPA (ERISA Section 305(e)(7)) as set forth below in Section B.

B. The Surcharge

This Rehabilitation Plan was adopted and communicated to the Bargaining Parties on December 25, 2009. Collective Bargaining Agreements that expire after December 25, 2009 and do not adopt a subsequent CBA that contains either the Preferred Schedule or Default Schedule

by the end of the expiring CBA will be assessed the Surcharge commencing with employer contributions due and owing for the first full month following the date of the expired CBA. The Surcharge will be assessed immediately upon the receipt of a remittance report based on employer contributions paid at the expiring CBA hourly rate. The Surcharge will cease to be effective beginning on the effective date of a CBA (or other agreement pursuant to which the employer contributes) that adopts the Preferred or Default Schedules of the Rehabilitation Plan.

For the plan year beginning January 1, 2009, the amount of the surcharge is equal to 5% of the contributions otherwise required under the applicable collective bargaining agreement (or other agreement pursuant to which the employer contributes). For each succeeding plan year in which the Fund is in Critical Status for a consecutive period of years, the surcharge will be 10% of the contributions otherwise so required.

A Contributing Employer's failure to make a surcharge payment is treated as a delinquent contribution. Participants will not accrue any benefits as a result of the payment of these surcharges. Surcharge payments are not refundable.

VI. ANNUAL STANDARDS AND REVIEW OF REHABILITATION PLAN AND SCHEDULES

The Rehabilitation Plan is based upon the Fund's reasonably anticipated experience and actuarial assumptions as well as assumptions regarding the adoption of the revised contribution rates and plan of benefits by the Fund's Contributing Employers and Local Union in agreements to participate in the Fund ("the Bargaining Parties"). The Fund's experience, related actuarial assumptions, schedules of benefits, and contribution rates will be reviewed annually. The Plan will be updated as necessary to allow the Fund to emerge from Critical Status by the end of the Rehabilitation Period as defined by the PPA (or other time period permitted by any subsequent legislation or regulation).

**PREFERRED
Schedule A**

**Contribution Rate Increases By Year
(All rate increases are to be compounded annually)**

| Contract Year | Contribution Rate Increase | Contribution Rate Formula |
|----------------------|-----------------------------------|---|
| Year 1 | 4.9% | Rate (with surcharge) at the expiration of the CBA x 1.049 |
| Year 2 | 4.9% | Unrounded Rate in effect in Year 1 x 1. 049 |
| Year 3 | 4.9% | Unrounded Rate in effect on Year 2 x 1. 049 |
| Year 4 | 4.9% | Unrounded Rate in effect on Year 3 x 1. 049 |
| Year 5 | 4.9% | Unrounded Rate in effect on Year 4 x 1. 049 |
| Year 6 | 4.9% | Unrounded Rate in effect on Year 5 x 1. 049 |
| Year 7 | 4.9% | Unrounded Rate in effect on Year 6 x 1. 049 |
| Year 8 | 4.9% | Unrounded Rate in effect on Year 7 x 1. 049 |
| Year 9 | 4.9% | Unrounded Rate in effect on Year 8 x 1. 049 |
| Year 10 | 4.9% | Unrounded Rate in effect on Year 9 x 1. 049 |

Rounding rule: Contribution Rates actually payable determined under the formulae above are rounded to the nearest 1 ¢ increment.

Example #1: $\$4.28 \times 1.10 \times 1.049 = \4.9387 . This Contribution Rate is rounded to \$4.94.

Example #2: $\$4.28 \times 1.10 \times 1.049 \times 1.049 = \5.1807 . This Contribution Rate is rounded to \$5.18.

DEFAULT
Schedule B
Contribution Rate Increases By Year
(All rate increase are to be compounded annually)

| Contract Year | Contribution Rate Increase | Contribution Rate Formula |
|----------------------|-----------------------------------|--|
| Year 1 | 2.3% | Rate (with surcharge) at the expiration of the CBA x 1.023 |
| Year 2 | 2.3% | Unrounded Rate in effect in Year 1 x 1.023 |
| Year 3 | 2.3% | Unrounded Rate in effect on Year 2 x 1.023 |
| Year 4 | 2.3% | Unrounded Rate in effect on Year 3 x 1.023 |
| Year 5 | 2.3% | Unrounded Rate in effect on Year 4 x 1.023 |
| Year 6 | 2.3% | Unrounded Rate in effect on Year 5 x 1.023 |
| Year 7 | 2.3% | Unrounded Rate in effect on Year 6 x 1.023 |
| Year 8 | 2.3% | Unrounded Rate in effect on Year 7 x 1.023 |
| Year 9 | 2.3% | Unrounded Rate in effect on Year 8 x 1.023 |
| Year 10 | 2.3% | Unrounded Rate in effect on Year 9 x 1.023 |

Rounding rule: Contribution Rates determined under the formula above are rounded to the nearest 1 ¢ increment.

Example #1: $\$2.50 \times 1.10 \times 1.023 = \2.8133 . This Contribution Rate is rounded to \$2.81.

Example #2: $\$2.50 \times 1.10 \times 1.023 \times 1.023 = \2.8780 . This Contribution Rate is rounded to \$2.88.

Most recent plan document and plan amendments adopted since that restatement (Checklist Item #37)