Industry and Local 338 Pension Plan

Effective as of July 1, 2014

As amended through November 2014

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Joint-and-SurvivorJoint-and-Survivor

INDUSTRY AND LOCAL 338
PENSION PLAN

PREAMBLE

The following provisions of this document shall constitute and comprise the Plan known as the Industry and Local 338 Pension Plan. The Plan was established in 1950 and subsequently amended. The Plan is designed to meet the requirements of the Employee Retirement Income Security Act of 1974 ("ERISA").

The Plan is now hereby amended and restated, retroactively effective July 1, 2014 (unless otherwise stated herein), in its entirety to incorporate modifications required by applicable legislative and regulatory changes, including but not limited to the 2013 Cumulative List of Changes, IRS Notice 2013-84, the Heroes Earnings Assistance and Relief Tax Act of 2008 ("HEART" Act), Pub. L. 110-245, , the Worker, Retiree, and Employer Recovery Act of 2008 ("WRERA"), Pub. L. 110-458 , and *Unites States v. Windsor,* IRS Notice 2014-19.

The Plan and the Trust established thereunder are intended to meet the requirements of sections 401 and 501(a) of the Internal Revenue Code of 1986, as amended.

The amended and restated Plan constitutes an amendment, effective as of July 1, 2014, to the earlier Plan and supersedes and replaces such earlier Plan provisions. The provisions of the Plan in effect prior to this restatement shall remain in effect for those Plan Participants (including Pensioners and Beneficiaries) who retired, died or permanently terminated their employment with contributing Employers at any time prior to July 1, 2014; provided, however, that they may also be governed by certain provisions of this Plan where required by law and indicated herein. The rights and benefits, if any, of a Participant terminating service prior thereto shall be determined in accordance with the provisions of the Plan in effect on the date his service terminated. The provisions of the Plan, as amended and restated effective as of July 1, 2014, shall apply only to a Participant who terminates service on or after July 1, 2014, except as otherwise provided in the Plan.

ARTICLE 1
Definitions

Section 1.01 "Actuarial Equivalent" or "Actuarial Value"

"Actuarial Equivalent" or "Actuarial Value", except as provided in Section 6.15, means two benefits of equal actuarial present value based on the actuarial factors and assumptions specified in the provisions in which that phrase is used or, if not otherwise specified based on the assumptions below:

(a) The interest assumption of 7%; and

(b) The mortality assumption shall be based on the 1971 Group Annuity Mortality Table, weighted as follows:

(1) For a Participant's benefit, 100% male;

(2) For the benefit of a Participant's Spouse or former Spouse, 100% female.

Section 1.02 "Annuity Starting Date"

Subject to Subsection (c) below, a vested Participant's "Annuity Starting Date" shall be the first day of the first calendar month starting after the Participant has fulfilled all of the conditions for entitlement to benefits and after the later of:

(a) One month after submission by the Participant of a completed application for benefits, or

(b) 30 days after the Plan advises the vested Participant of the available benefit payment options, unless:

(i) the benefit is being paid as a Joint-and-Survivor Pension at or after the Participant's Normal Retirement Age,

(ii) the benefit is being paid out automatically as a lump sum under Plan Section 6.15, or

(iii) the Participant and Spouse (if any) consent in writing to the commencement of payments before the end of the 30-day period.

(c) The Annuity Starting Date shall not be later than the Required Beginning Date as defined in Plan Section 6.05.

(d) The Annuity Starting Date for a Beneficiary or alternate payee will be determined under Plan Section 6.05 except that references to the Joint-and-Survivor Pension and spousal consent do not apply.

Section 1.03 "Beneficiary"

"Beneficiary" means a person (other than a Pensioner) who is receiving or will become entitled to receive benefits under this Plan because of his designation for such benefits by a Participant.

Section 1.04 "Code"

"Code" means the Internal Revenue Code of 1986, as amended from time to time.

Section 1.05 "Collective Bargaining Agreement"

"Collective Bargaining Agreement" or "Agreement" means an agreement between any one of the Unions and an Employer that requires contributions to the Fund.

Section 1.06 "Continuous Employment"

"Continuous Employment" means two periods of employment if there is no quit, discharge, or other termination of employment between the periods.

Section 1.07 "Contributing Employer" or "Employer"

"Contributing Employer" or "Employer" means an Employer signatory to a Collective Bargaining Agreement with any one of the Unions requiring contributions to this Fund, provided that the employer has been accepted as a "Contributing Employer" by the Trustees.

An Employer shall not be deemed a Contributing Employer, except to the extent permitted by the Multiemployer Pension Plan Amendments Act of 1980 and applicable state laws, simply because it is part of a controlled group of corporations or of a trade or business under common control, some other part of which is a Contributing Employer.

For purposes of identifying Highly Compensated Employees and applying the rules on Participation, Vesting and statutory limits on benefits under the Fund but not for determining Covered Employment, the term "Employer" includes all members of an affiliated service group with the Employer within the meaning of Code section 414(m) and all other businesses aggregated with the Employer under Code section 414(b), (c), (m) and (o).

In the event the Plan is certified by the Plan's actuary to be in critical status within the meaning of Code section 432, the Employer shall be required to pay surcharges to the Pension Plan. Any such surcharge payments made by the Employer shall not be used in the calculation of any Participant's benefit amount.

Section 1.08 "Contribution Period"

"Contribution Period" means, with respect to a unit or classification of employment, the period during which the employer is a Contributing Employer with respect to the unit or classification of employment.

If an Employer was formerly obligated by a Collective Bargaining Agreement to contribute to another pension fund on behalf of its Employees for whom the Union is the collective bargaining representative, and if such Employer is now obligated to contribute to this Pension Fund, then the Contribution Period for such Employer shall as to such Employees begin with the date the Employer first became obligated to contribute to the other pension fund.

In the case of an Employee who was employed by a non-contributing employer in a category of work covered by a Collective Bargaining Agreement for a company which has since been acquired by a Contributing Employer, the Contribution Period shall as to such Employee begin with the date of acquisition of the non-contributing employer by the Contributing Employer.

In the case of successive periods of employment by Contributing Employers, the Contribution Period shall as to Employees so employed begin with the date when the first of such Employers became obligated to contribute to this Fund. The Contribution Period for Employees employed in a new unit of a Contributing Employer at the time the unit was added, shall begin with the date the unit was added.

Section 1.09 "Covered Employment"

"Covered Employment" means employment of an Employee by an Employer in a category covered by the Collective Bargaining Agreement.

For purposes of "Non-Contributed" credit, "Covered Employment" shall, except as provided below, also include periods of employment preceding the Contribution Period, in categories of work and industries for which contributions were made thereafter as required by a Collective Bargaining Agreement.

For Employees who become Participants on or after January 24, 1986, such "Non-Contributed" credit and "Covered Employment" shall be limited to periods of actual employment in the 10 calendar years preceding the Contribution Period by the same Contributing Employer as employed the Employee at the time he became a Participant.

The term "Employee" includes a leased employee of an Employer, within the meaning of Section 414(n) of the Code, who otherwise meets the conditions for participation, vesting and/or benefit accrual under the Fund.

Section 1.10 "Credited Service"

"Credited Service" means employment for which an Employee's benefits are determined under this Plan.

Section 1.11 "Effective Date"

"Effective Date" means, generally, effective July 1, 2014 unless indicated otherwise pursuant to the EGTRRA Amendments. Further, to the extent the Plan was operated in accordance with the provisions of this amendment and restatement as of an effective date earlier than that required by law, such date shall be the Effective Date.

Section 1.12 "Employee"

"Employee" means a person who is an Employee of an Employer who is covered by a Collective Bargaining Agreement or any written agreement requiring Employer contributions on his behalf.

Section 1.13 "ERISA"

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended from time to time.

Section 1.14 "Highly Compensated Employee"

"Highly Compensated Employee" means an individual within the meaning of Section 414(q) of the Code.

Section 1.15 "Hours Of Service"

"Hours of Service" means each hour for which an Employee is paid, or entitled to payment for the performance of duties for the Employer during the applicable computation period.

An Hour of Service is each hour for which the 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. An Hour of Service also includes pay merits under a Worker's Compensation Law and for disability from the Welfare Fund, as specified in Section 4.05 and each hour for which back pay, irrespective of mitigation of damages, has been either awarded or agreed to by the Employer. Hours of Service for back pay shall be credited to the computation period or periods to which the award or agreement for back pay pertains.

For purposes of determining Hours of Service, an Employee shall be credited with 190 Hours of Service for each month of Credited Service.

Hours of Service shall be computed and credited in accordance with DOL Reg. Section 2530.200b-2(b) and (c), which are incorporated herein by reference.

Section 1.16 "Non-Contributed Service"

"Non-Contributed Service" means Credited Service prior to the Contribution Period.

Section 1.17 "Normal Retirement Age"

"Normal Retirement Age" means age 65 or, if later, the age of the Participant on the fifth anniversary of the time a Participant commenced participation in this Plan. Participation before a Permanent Break-in-Service, as defined in Section 4.03, shall not be counted.

Section 1.18 "Non-Bargained Employee"

"Non-Bargained Employee" means any Participant whose participation is not covered by a Collective Bargaining Agreement.

Section 1.19 "Normal Form of Benefit"

"Normal Form of Benefit" means the Joint-and-Survivor Pension as defined in Article 5, subject to the restrictions of Section 6.05.

Section 1.20 "Participant"

"Participant" means a Pensioner or an Employee who meets the requirements for participation in the Plan as set forth in Article 2, or a former Employee who has acquired a right to a pension under this Plan.

Section 1.21 "Pension Fund"

"Pension Fund" or "Fund" means the Industry and Local 338 Pension Fund established under the Trust Agreement.

Section 1.22 "Pension Plan" or "Plan"

"Pension Plan" or "Plan" means this document as adopted by the Trustees and as thereafter amended by the Trustees.

Section 1.23 "Pensioner"

"Pensioner" means a person to whom a pension under this Plan is being paid or who has satisfied all the requirements for receipt of pension payments including the filing of a timely advance application.

Section 1.24 "Periods of Work"

A "Period of Work" means a period in which an Employee performed services for an Employer and for which he was paid or was entitled to payment. A "Month of Work" or "month worked" is any calendar month in which an Employee performed services for an Employer and for which he was paid at least one hour's pay or was entitled to payment for at least one hour, and shall include (i) periods of time for which he was paid or entitled to payment by an Employer during which no duties were performed (irrespective of whether the employment relationship was terminated) due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty or leave of absence; (ii) payments under a Worker's Compensation Law and for disability from the Welfare Fund, as specified in Section 4.05, and (iii) back pay, irrespective of mitigation of damages, which has been either awarded or agreed to by the Employer, to be credited to the Employee for the computation period or periods to which the award or agreement pertains rather than the computation period or periods for which the award or agreement, or

payment was made. For purposes of determining hours of Service, an Employee shall be credited with 190 hours of Service for each month of Credited Service.

Section 1.25 "Plan Credit Year"

"Plan Credit Year" means the 12-month period from July 1 to the next June 30. For purposes of ERISA regulations, the Plan Credit Year shall serve as the vesting computation period, the benefit accrual computation period, and, after the initial period of employment and, subject to Section 2.02, the computation period for eligibility to participate in the Plan.

Section 1.26 "Spouse"

The term "Spouse" shall mean an individual to whom a Participant is married within the meaning of the laws of the jurisdiction in which the marriage was performed, provided that marriage is recognized as valid under the applicable laws of the United States, and was married to the Participant throughout the one-year period ending on the Participant's Annuity Starting Date, or if earlier, the date of the Participant's death. A person is also a "Spouse" if he or she was married to the Participant within the year preceding the Participant's Annuity Starting Date or for at least one year before the Participant's death. "Spouse" shall also mean a Participant's former spouse pursuant to a Qualified Domestic Relations Order, if applicable.

Unless otherwise specified herein, a couple is "married" if their relationship is recognized as a marriage under the laws of the jurisdiction in which the marriage was performed and the applicable laws of the United States. A person claiming to be or to have a Spouse shall be responsible for demonstrating to the satisfaction of the Board of Trustees, in its discretion, the existence of the marriage under the applicable laws of the relevant time.

Section 1.27 "Trust Agreement"

"Trust Agreement" means the Agreement and Declaration of Trust establishing the Pension Fund, as amended and restated effective June 1, 1989, and as thereafter amended.

Section 1.27 "Trustees"

"Trustees" mean the Board of Trustees as established and constituted from time to time in accordance with the Trust Agreement.

Section 1.28 "Unions"

"Union" or "Unions" means, individually, or collectively, Local 445, I.B.T., Local 687, I.B.T., and Local 693, I.B.T. and their predecessor Local 338, I.B.T.

ARTICLE 2
Participation

Section 2.01 Purpose

This Article contains definitions to meet certain requirements of ERISA.

Section 2.02 Participation

An Employee who is engaged in Covered Employment during the Contribution Period shall become a Participant in the Plan on the earliest January 1 or July 1 following completion of a 12 consecutive month period during which he completed at least 4 months of work in Covered Employment. An Employee who becomes a Participant shall receive Credited Service effective from his first month of work in Covered Employment. Once an Employee has become a Participant, the provisions of this Plan give him credit in accordance with the rules of the Plan for some or all of his service before he became a Participant.

For the purposes of this section, a month of work or month worked is any calendar month in which an Employee performed services for an Employer and for which he was paid at least one Hour of Service or was entitled to payment for at least one Hour of Service.

Months of work in non-covered employment with an Employer shall be credited towards participation if that other employment is Continuous Employment with the Employee's Covered Employment with that Employer.

Section 2.03 Termination of Participation

A person who incurs a One-Year Break in Service (defined in Section 4.03) shall cease to be a Participant as of the last day of the Plan Credit Year which constituted the One-Year Break in Service, unless such Participant is a Pensioner, or has acquired the right to a pension (other than for disability), whether immediate or deferred.

Section 2.04 Reinstatement of Participation

An Employee who has lost his status as a Participant in accordance with Section 2.03 shall again become a Participant, effective as of the date he commenced reemployment in Covered Employment, by meeting the requirements of Section 2.02 within a Plan Credit Year on the basis of work in Covered Employment after the Plan Credit Year during which his participation terminated.

ARTICLE 3
Pension Conditions and Amounts

Section 3.01 General

This Article sets forth the conditions and benefit amounts for the pensions provided by this Plan. There are five types of pension offered under the Plan: Regular Pension, Early Retirement Pension, Statutory Pension, Service Pension and Disability Pension.

(a) Eligibility depends on Pension Credits, which are defined in Section 4.01, or Years of Vesting Service, which are defined in Section 4.02. The accumulation and retention of service credits for eligibility are subject to the provisions of Article 4.

(b) The benefit amounts are subject to reduction on account of the Joint-and-Survivor Pension (Article 5).

(c) Entitlement of an eligible Participant to receive pension benefits is subject to his termination of Employment with a Contributing Employer and application for benefits, as provided in Article 6.

(d) In the event a Contributing Employer is obligated to make a special supplemental contribution to the Fund solely for the purpose of improving the funding status of the Plan, such supplemental contributions shall not be included in the calculation of a Participant's pension benefit under this Article.

(e) Notwithstanding anything in this Plan to the contrary, in the event the Plan is certified by the Plan's actuary to be in critical status within the meaning of Code section 432, any Employer surcharges paid to the Plan because of such status shall not generate any additional Pension Credits or be used in the calculation of any Participant's benefit amount under this Article.

Section 3.02 Regular Pension - Conditions

A Participant may retire on a Regular Pension if he meets the following requirements:

(a) he has attained age 65, and

(b) he has at least 15 Pension Credits.

Section 3.03 Regular Pension - Amount

The monthly amount of the Regular Pension for a Participant shall be equal to the sum of the Participant's annual pension accruals that provides the highest monthly amount, up to a maximum of 25 Pension Credits (up to a maximum of 35 Pension Credits for Participants who are actively employed in Covered Employment on or after July 1, 1997).

A Participant's annual pension accruals attributable to work performed prior to July 1, 1997 shall be determined under the terms of the Plan in effect prior to July 1, 1997.

The annual pension accruals attributable to work performed on and after July 1, 1997 but before July 1, 2010 by Participants who are employed in Covered Employment on or after July 1, 1999 shall be equal to $49.00 for each $1.00 of the applicable hourly Employer contribution made on behalf of that Participant during the Plan Credit Year, with proportionate accruals for hourly Employer contributions less than $1.00, multiplied by the total number of Pension Credits earned by the Participant during that Plan Year.

The annual pension accruals attributable to work performed on and after July 1, 2010 by Participants who are employed in Covered Employment shall be equal to $37.00 for each $1.00 of the applicable hourly Employer contribution made on behalf of that Participant during the Plan Credit Year, with proportionate accruals for hourly Employer contributions less than $1.00, multiplied by the total number of Pension Credits earned by the Participant during that Plan Year.

The annual pension accruals attributable to work performed on and after July 1, 1997 by Participants who are not employed in Covered Employment on or after July 1, 1999 shall be equal to $47.70 for the first $1.31 of the applicable hourly Employer contribution made on behalf of that Participant in the Plan Credit Year, plus $30.00 for each additional $1.00 of applicable hourly Employer contribution made on behalf of that Participant in the Plan Credit Year, with proportionate accruals for hourly Employer contributions less than $1.31 and $1.00 respectively, multiplied by the total number of Pension Credits earned by the Participant during that Plan Year.

The applicable hourly Employer contribution shall mean the average hourly Employer contribution made based on the number of months contributed for during that Plan Credit Year.

For Participants who retire after July 1, 1997 and have pension accruals for work performed before and after July 1, 1997, the amount of Regular Pension shall be the sum of the accrued benefit determined under the plan in effect before July 1, 1997 and this Plan.

Notwithstanding anything herein to the contrary, effective June 30, 1997, the accrued benefit attributable to work performed prior to July 1, 1997 shall be increased by 20.75% for each active Employee and by 15% for each inactive vested Participant and Spouse eligible to receive a deferred benefit commencing on or after July 1, 1997. In addition, the monthly pension for all Pensioners and Beneficiaries in pay status on July 1, 1997 and Participants who retired between July 1, 1997 and September 30, 1997 shall be increased by 32.25%.

Section 3.04 Early Retirement Pension - Conditions

An active Participant shall be entitled to retire on an Early Retirement Pension if he meets the following requirements:

(a) he has attained age 55, and

(b) he has at least 15 Pension Credits.

Section 3.05 Early Retirement Pension - Amount

For all benefits accrued before July 1, 2010, the monthly amount of the Early Retirement Pension shall be the amount of the Regular Pension to which the Participant would otherwise be entitled, reduced by 2.0% for each year the Participant's age at retirement is less than his Normal Retirement Age.

For all benefits accrued on or after July 1, 2010, the monthly amount of the Early Retirement Pension shall be the amount of the Regular Pension to which the Participant would otherwise be entitled, reduced by 6.0% for each year the Participant's age at retirement is less than his Normal Retirement Age.

Section 3.06 Statutory Pension - Conditions

A Participant shall be entitled to a Statutory Pension if: (a) he has attained Normal Retirement Age while still employed or (b) he has at least 5 Years of Vesting Service.

The Statutory Pension shall be payable upon retirement and after the Participant has attained Normal Retirement Age.

A Statutory Pension shall also be payable after the Participant has completed all of the requirements for commencement of an Early Retirement Pension, as set forth in Section 3.04.

Section 3.07 Statutory Pension – Amount

(a) After Normal Retirement Age. If the Statutory Pension begins after the Participant has attained his Normal Retirement Age, the monthly amount of the Statutory Pension shall be based upon the Plan the Participant was covered under on the last day worked and in accordance with the benefits set forth in Section 3.03 which were in effect on the last day contributions were made for him, reduced pursuant to Section 3.12, by the Actuarial Equivalent of the amount of any Termination Benefit previously received.

(b) Before Normal Retirement Age. If payment of the Statutory Pension begins before the Participant has attained Normal Retirement Age, the monthly amount otherwise payable from Normal Retirement Age shall be based upon Section 3.05, reduced pursuant to Section 3.12 by the Actuarial Equivalent of the amount of any Termination Benefit previously received.

Section 3.08 Service Pension - Conditions

A Participant shall be eligible for a 20-, 25-, 30- or 35-year Service Pension if the Participant has the required years of Pension Credit.

The amount of the Participant's 20-, 25-, 30- or 35-year Service Pension effective on and after July 1, 1997 shall be based upon the annual pension accruals for work performed as described under Section 3.03 Regular Pension Amount and adjusted as follows:

The monthly amount of a Participant's 20-Year Service Pension shall be equal to 50% of the total monthly Regular Pension to which the Participant would otherwise be entitled.

The monthly amount of a Participant's 25-Year Service Pension shall be equal to 90% of the total monthly Regular Pension to which the Participant would otherwise be entitled.

The monthly amount of a Participant's 30-Year Service Pension shall be equal to 95% of the total monthly Regular Pension to which the Participant would otherwise be entitled.

The monthly amount of a Participant's 35-Year Service Pension shall be equal to the total monthly amount of the Regular Pension to which the Participant would otherwise be entitled.

Section 3.09 Disability Pension

(a) A participant may retire on a Disability Pension if he:

(i) is found to be, on the basis of medical evidence satisfactory to the Trustees, totally and permanently disabled by injury or disease, excluding any compensable military service disability, so as to be wholly and permanently prevented from engaging in his regular employment, and

(ii) has earned 10 years of Pension Credits and provided total and permanent disability occurred after the commencement of the Contribution Period which is applicable to the Participant's earliest entrance into Covered Employment and provided the Participant was actively employed in Covered Employment on the commencement of the Contribution Period which is applicable to the Participant's earliest entrance into Covered Employment.

(b) Physical Examination. An Employee applying for a Disability Pension shall be required to submit to an examination by a physician or physicians selected by the Trustees and may be required to submit to re-examination periodically, as the Trustees may direct.

(c) Effective Date of Disability Pension. The effective date of pension benefits for Disability Pensions shall be the first day of the first calendar month subsequent to the fulfillment of the necessary qualifications but not prior to the date of filing of the pension application in the form and manner prescribed by the Trustees and shall end with the payment made on the first day of the month in which the death of the Disability Pensioner occurs, except that no pension benefits will be payable for any month or part thereof for which disability benefits are payable under the Welfare Fund.

(d) Disability Pensioner Returning to Work.

(i) A Disability Pensioner may return to Covered Employment if he recovers from his disability before attaining age 65, provided he has not violated any of the pension regulations while receiving his Disability Pension. His employment previous to receiving his Disability Pension will be counted as Credited Service, but no credit will be given for the years during which he was receiving a Disability Pension.

(ii) A Disability Pensioner may not return to work in any capacity for any Employer who is a party to a Collective Bargaining Agreement while receiving a Disability Pension. If a Disability Pensioner returns to work for such an Employer, his Disability Pension shall immediately cease.

(e) Amount of Disability Pension

For Disability Pensioners retiring prior to July 1, 1997, the amount of the Disability Pension shall be determined under the terms of the Plan on the date the Participant last worked.

For Disability Pensioners retiring on or after July 1, 1997, the amount of the Disability Pension shall be the Actuarial Equivalent of the Participant's accrued benefit, as determined pursuant to the factors listed on Appendix A, on the date the participant last worked, provided, however, that no Disability Pension will be less than it would have been as calculated under the terms of the Plan prior to July 1, 1997.

Section 3.10 Non-duplication

A person shall be entitled to only one pension under this Plan, except that (1) a Disability Pensioner who recovers may be entitled to a different kind of pension, (2) a Pensioner may also receive a pension as the Spouse or Beneficiary of a deceased Pensioner, and (3) a Pensioner may receive an additional pension under Section 6.09.

Section 3.11 Application of Benefit Increases

The pension to which a Participant is entitled shall be determined under the terms of the Plan in effect at the time the Participant separates from Covered Employment.

A Participant shall be deemed to have separated from Covered Employment on the last day of work in Covered Employment which is followed by a one year Break in Service except if he subsequently earns at least 3 years of Pension Credits.

Section 3.12 Termination Benefit

Subject to the spousal consent rules set forth in Section 5.02, a Participant employed by a Plan X, XI, XII, XIII, XIV, XV or XVI (as in effect prior to July 1, 1997) Employer or by an Employer with respect to any other plan which the Trustees may hereinafter establish, and which provides for this Termination Benefit, who has accumulated at least 10 years of Pension Credits, at least 5 years of which is Contributed Service for which contributions have been made to this Fund, shall

be entitled to a Termination Benefit, as hereinafter provided, if he has permanently withdrawn on and after December 1, 1971, from all Industries in which Employees covered by this Fund were employed at the time of such withdrawal, and no contributions have been made on his behalf to this Fund for a period of at least 6 consecutive calendar months following such withdrawal, provided that such withdrawal did not result from death and took place prior to the Participant having reached Normal Retirement Age and becoming entitled to payment of a pension under this Plan. If such Participant withdrew from all such industries prior to December 1, 1971, and thereafter became employed by a Contributing Employer, such Participant shall not receive credit towards such Termination Benefit for service accumulated prior to such withdrawal unless he shall accumulate at least one year of Pension Credit based upon contributions made on his behalf at the Plan XII, XIII, XIV, XV, or XVI rate on and after December 1, 1971.

The Termination Benefit shall be payable in a single lump sum equal to $300 for each year of Contributed Service for which contributions have been made to this Fund up to a maximum of $5,700.

Each applicant for a Termination Benefit shall sign an agreement to refund the full amount of the Termination Benefit paid plus interest if it is determined that he has not permanently withdrawn from all covered industries as required herein or that he has returned to employment in any such industry.

A Participant who receives payment hereunder and subsequently returns to employment or self-employment in any industry in which Employees covered by this Fund were employed at the time of his withdrawal without having repaid the Termination Benefit plus accrued interest to this Fund shall be subject to the following conditions. If such Participant thereafter becomes entitled to a pension under this Plan, the amount of such pension shall be reduced by the Actuarial Equivalent of the amount of Termination Benefit received by the Participant. If such Participant again becomes eligible for a Termination Benefit, the amount of such benefit shall be reduced in the amount of the previous Termination Benefit paid.

If a Participant who permanently withdraws from all covered industries as required herein is entitled to both a Termination Benefit and a Statutory Pension as provided in Section 3.06, he shall elect in writing, on a form prescribed by the Trustees, one of the following methods of payment:

(a) no Termination Benefit, but upon attainment of the appropriate age for payment of a Statutory Pension, a Statutory Pension in the full amount determined pursuant to Section 3.07; or

(b) a Termination Benefit in accordance with this Section 3.12 and, upon attainment of the appropriate age for payment of a Statutory Pension, a Statutory Pension determined pursuant to Section 3.07 reduced by the Actuarial Equivalent of the amount of Termination Benefit received; provided however that a Participant who has otherwise fulfilled all requirements for a Termination Benefit under this Section, and has at the time of his termination of employment attained the appropriate age and met all conditions for

commencement of payment of a pension under this Plan, shall not have such option to elect receipt of a Termination Benefit.

The Statutory Pension of a Participant who, prior to April 23, 1981, received a Termination Benefit and was entitled to a Statutory Pension as provided in Section 3.06, shall be reduced as provided herein unless he refunds the full amount of the Termination Benefit received plus interest and elects the method of payment under (a) above.

Interest shall mean interest compounded annually at a rate determined by the Trustees or that used by the Trustees for actuarial purposes.

Section 3.13 Pensioner Death Benefit

All pensions for Participants except Joint-and-Survivor Pensions payable under Article 5 shall be guaranteed for 120 payments under the conditions outlined in Article 5. If a Pensioner dies before receiving the equivalent of 120 monthly payments, then the monthly benefits to which he was entitled shall become payable to his designated Beneficiary for the remainder of the said 120 payments, or until the death of the designated Beneficiary, whichever occurs sooner.

Section 3.14 Designation of Beneficiary

(a) All pensioners other than those receiving a Disability or Joint-and-Survivor Pension shall designate one or more Beneficiaries in writing in the form and manner prescribed by the Trustees. If no Beneficiary has been so named, or the last-named Beneficiary has pre-deceased the Pensioner, the payments described in Section 3.13 shall be made to the Pensioner's Spouse or, if there is no Spouse, to the children of the deceased Pensioner in equal shares. If the deceased Pensioner has no Spouse or children, the payments shall be paid to the estate of the Pensioner in one lump sum.

(b) Notwithstanding any provision of this Plan to the contrary, a designated Beneficiary may waive his right to receive benefits under the Plan upon the death of an eligible Participant; provided, however, that such waiver must be given in a writing witnessed by a notary public and in a form provided by the Plan. Any such waiver must be filed with the Plan at least 30 days prior to the earlier of (a) the date such designated Beneficiary is scheduled to commence receiving benefit payments, or (b) the death or incapacity of such designated Beneficiary. Once such a waiver has been received by the Plan, it may not be revoked.

In the event a designated Beneficiary has filed a waiver with the Plan as set forth above, then the benefit which such Beneficiary would have been entitled to receive shall be payable to the contingent Beneficiary designated by the Participant in writing and filed with the Plan prior to the Participant's death or, if none, in accordance with the provisions of subsection (a), governing the disposition of benefits upon the death of a Participant who does not leave a surviving designated Beneficiary.

Section 3.15 Preretirement Death Benefit

The designated Beneficiary or Beneficiaries of an unmarried vested Participant who dies before becoming eligible for a pension shall receive 120 monthly benefit payments commencing with the month following the Participant's death. The amount of the monthly benefit payments under this Section shall be determined as if the Participant had reached age 55 and applied for an early pension immediately before his death. Participants shall designate one or more Beneficiaries in writing in the form and manner prescribed by the Trustees. For Participants who die without a designated Beneficiary, the payments under this Section shall be made to the children of the deceased Participant in equal shares. If there are no children, the payments shall be paid to the estate of the Participant in one lump sum. If the designated Beneficiary or the child(ren) die prior to receiving all of the 120 monthly payments, no further benefits are payable.

ARTICLE 4
Pension Credits and Years of Vesting Service

Section 4.01 Pension Credits

(a) For Employment Before July 1, 1976

(i) During the Contribution Period. For periods during the Contribution Period a Participant shall be credited with Pension Credits on the basis of his service in Covered Employment. A Participant shall receive Pension Credit for one quarter of a year if he was paid for 45 days or more in a calendar quarter, whether such pay was for work performed or for vacation time, holidays, or other time (excepting overtime) which is compensable under a Collective Bargaining Agreement.

(ii) Before the Contribution Period. A Participant shall be credited with Pension Credits for the periods before the Contribution Period on the basis of his work in Covered Employment, except as provided below. A Participant will receive credit for all periods of employment as an Employee in categories of work and industries covered by Collective Bargaining Agreements at the time of the pension application, or during any earlier period, within the States of New York, New Jersey, Connecticut and Pennsylvania. A year of Credited Service shall be credited for each calendar year during which the Participant was so employed for 6 months or more. For each year in which the Participant worked less than 6 months, he shall be credited for his actual months of service. A month of credit shall be granted for each calendar month during which a Participant was paid for at least 15 days.

For Employees who become Participants on or after January 24, 1986, such Participants shall be credited with Pension Credits for the periods before the Contribution Period only on the basis of their actual employment within the preceding 10 calendar years and only as Employees with their Employer at the time they become Participants. A Year of Credited Service shall be credited for each calendar year during which the Participant was so employed for 6 months or more to a maximum of 5 years. For each year in which the Participant worked less than 6 months, he shall be credited for his actual months of service. A month of credit shall be granted for each calendar month during which a Participant was paid for at least 15 days.

For each year of Pension Credit earned by Employees who become Participants on or after January 24, 1986 during the Contribution Period, one additional year of Credited Service for the period before the Contribution Period will be granted to a maximum of 5 additional years of Credited Service, provided that the total number of years of Credited Service prior to the Contribution Period does not exceed the number of years the Participant was actually employed by that Employer in Covered Employment before the Contribution Period.

(b) For Employment on and after July 1, 1976

(i) During the Contribution Period. For periods during the Contribution Period a Participant shall be credited with Pension Credits on the basis of his months of work in Covered Employment for which contributions to the Pension Fund were made in accordance with the following schedule:

Pension Credit Schedule
Credited Service based upon months worked in any fiscal year
July 1 through June 30

Months	**Pension Credit**
2 but less than 4	¼
4 but less than 6	½
6 but less than 8	¾
8 or more	1

Notwithstanding the foregoing, solely for the purpose of determining a Participant's eligibility for a 20-Year Service Pension, a 25-Year Service Pension, a 30-Year Service Pension, or a 35-Year Service Pension, if the sum of all of a Participant's Pension Credits is 19½, 24½, 29½, or 34½, respectively, the Participant shall be awarded up to an additional one-half Pension Credit. The additional Pension Credit shall not be included in determining the amount of the Participant's monthly benefit.

(ii) Before the Contribution Period. A Participant shall be credited with Pension Credits for the periods before the Contribution Period on the basis of his work in Covered Employment. A Participant will receive credit for all periods of employment as an Employee in categories of work and industries covered by Collective Bargaining Agreements at the time of the Pension Application, or during any earlier period, within the States of New York, New Jersey, Connecticut and Pennsylvania. Credited Service shall be granted in accordance with the Pension Credit Schedule in subsection (b)(i).

Effective January 24, 1986, all new Participants shall be credited with Pension Credits for the periods before the Contribution Period only on the basis of their actual employment within the preceding 10 calendar years and only as Employees with their Employer at the time they become Participants. Pension Credits will be granted in accordance with the schedule in subsection (b)(i) to a maximum of 5 years.

For each year of Pension Credit earned during the Contribution Period, one additional year of Credited Service will be granted for the period before the Contribution Period to a maximum of 5 additional years of Credited Service provided that the total number of years of Credited Service prior to the Contribution Period does not exceed the number of years the Participant was

actually employed by the Employer in Covered Employment before the Contribution Period.

Section 4.02 Years of Vesting Service

(a) A Participant receives vesting credit for fiscal years prior to July 1, 1976 based on his Pension Credits accumulated under Section 4.01(a)(i).

(b) Effective from his first month of work in Covered Employment after July 1, 1976, a Participant is credited with one year of Vesting Service for each Plan Credit Year after July 1, 1976 during which he works in Covered Employment for 4 months or more. This rule is subject to the following subsections.

(c) Additions. If a Participant works for a Contributing Employer in a job not covered by this Plan and such employment is Continuous with his Employment with that Employer in Covered Employment, his hours of work in such non-covered job during the Contribution Period after June 30, 1976 shall be counted toward a Year of Vesting Service.

(d) Exceptions. A Participant shall not be entitled to credit toward a Year of Vesting Service for the following periods:

(i) Years preceding a Permanent Break in Service as defined in Section 4.03(d) for periods prior to July 1, 1976.

(ii) Years preceding a Permanent Break in Service as defined in Section 4.03(c).

(iii) Years prior to 1976 if the Participant fails to complete in the period July 1, 1975 to June 30, 1976 at least 45 days of work in a calendar quarter unless such Participant earns one Year of Vesting Service in any fiscal year after 1975 and before he incurs a Permanent Break in Service as defined in Section 4.03(c) of this Article.

(e) Effective January 24, 1986, no Vesting Service will be granted to a new Participant for Credited Service credited for periods before the Contribution Period prior to a Participant having earned 5 years of Vesting Service during the Contribution Period. Upon the accumulation of 5 years of Vesting Service during the Contribution Period, all years of Credited Service before the Contribution Period will be counted towards Years of Vesting Service.

Section 4.03 Break in Service

(a) General. If a person has a Break in Service before he has earned at least 5 years of Vesting Service, it has the effect of canceling his standing under the Plan, that is, his participation, his previously credited Years of Vesting Service, and his previous Pension Credits. However, a Break may be temporary, subject to repair by a sufficient amount of subsequent service. A longer Break may be permanent. The standing of any other

Participant who has at least 5 Years of Vesting Service is not affected by a Break in Service (including a Permanent Break in Service) if he has at least one Hour of Service on or after July 1, 1998 and is not covered by a Collective Bargaining Agreement. The standing of any other Participant who has at least 5 years of Vesting Service is not affected by a Break in Service (including a Permanent Break in Service) if he has at least one Hour of Service on or after July 1, 1999.

(b) One Year Break in Service

(i) A person has a One Year Break in Service in any Plan Year in which he fails to complete 2 months of work.

(ii) Time of employment with a Contributing Employer in non-covered employment after the last day of the 1975 Plan Credit Year, if creditable under Section 4.02(c), shall be counted as if it were Covered Employment in determining whether a Break in Service has been incurred.

(iii) A One Year Break in Service is repairable, in the sense that its effects are eliminated if, before incurring a Permanent Break in Service, the Employee subsequently earns a Year of Vesting Service. Previously earned Years of Vesting Service and Pension Credits shall be restored. However, nothing in this paragraph (iii) shall change the effect of a Permanent Break in Service.

(c) Permanent Break in Service after June 30, 1976. A person has a Permanent Break in Service if, prior to June 30, 1985, he has consecutive One Year Breaks in Service, including at least one after June 30, 1976, that equal or exceed the number of Years of Vesting Service with which he has been credited.

A person has a Permanent Break in Service if subsequent to June 30, 1985 he has consecutive One Year Breaks in Service including at least one after June 30, 1985 that equal or exceed the greater of 5 or the number of Years of Vesting Service with which he has been credited.

(d) Permanent Break in Service Before July 1, 1976. A person shall have incurred a Permanent Break in Service before July 1, 1976, under the following circumstances:

(i) An Employee who, during any period commencing on or after the beginning of the Contribution Period or his first day of employment by a Contributing Employer, whichever is later, does not earn any Credited Service for a period of 2 consecutive years or longer shall lose all Credited Service between the Contribution Period and the time he ceased earning Credited Service. The foregoing shall not apply to bona fide disability for such period as an Employee is unable to continue on his job. There shall not, furthermore, be a Break in Service for any period during which an Employer, pursuant to contract with a union other than any one of the Unions, contributed for the Employee to a predecessor

Pension Fund in which one of the Unions then participated together with such other union.

(ii) An Employee who has continuously worked in a covered category and industry for successive Employers shall not suffer a Break in Credited Service solely because the Contribution Period of a later Employer commenced prior to the Contribution Period of an earlier Employer.

(iii) An Employee who has fulfilled age and/or Credited Service requirements to qualify for a Pension or the Termination Benefit under this Plan, except a Disability Pension, shall not lose his rights through the operation of the break rule, except that no benefits shall be payable earlier than 3 full calendar months after the month in which he files an application for a pension, and the monthly benefit payable shall be in an amount according to the Plan of Benefits in effect at the time he ceased earning Credited Service, unless he returns to Covered Employment and earns Credited Service for a period of not less than 3 years, in which case the monthly benefit payable shall be in an amount according to the Plan of Benefits in effect at his retirement.

(iv) An Employee who has not fulfilled age and/or Credited Service requirements to qualify for a Pension or the Termination Benefit under this Plan shall not, by reason of return to Covered Employment after having incurred a Break in Service, be eligible for any benefit unless he earns at least 3 years of Contributed Service Credit after his return to Covered Employment and then meets the age and/or Credited Service requirements for a Pension or the Termination Benefit then in effect.

(e) Effect of Permanent Break in Service After July 1, 1976. If a person who has not met the requirements for a Pension has a Permanent Break in Service:

(i) His previous Pension Credits and Years of Vesting Service are cancelled, and

(ii) His participation is cancelled, new participation being subject to the provisions of Section 2.04.

Section 4.04 Military Service

(a) If an Employee leaves Covered Employment to enter active service in the Armed Forces of the United States, the period of such military service, for up to 5 years, shall not be counted towards a Break in Service. Moreover, if he returns to Covered Employment (or is available for Covered Employment) within 90 days of separation from military service, the period of military service shall, for up to 5 years, be credited towards Vesting Service and Pension Credits.

(b) Notwithstanding any provisions of this Plan to the contrary, contributions, benefits and Service Credit with respect to qualified military service will be provided in accordance with section 414(u) of the Code.

(c) If a Participant dies on or after July 1, 2007 while performing qualified military service (as defined in Code Section 414(u)(5)), (i) the Participant shall receive credit toward Years of Vesting Service under the Plan for the period of such qualified military service, and (ii) the survivors of the Participant shall be entitled to any additional benefits (other than benefit accruals) provided under the Plan as if the Participant had resumed employment and then immediately terminated employment on account of death

Section 4.05 Credit for Compensable Disability

Except as provided below, as to both Non-Contributed Pension Credit and Contributed Pension Credit, a disability weekly allotment compensable under a Worker's Compensation Law, not exceeding 10 years, or disability for which weekly accident or sickness benefits have been paid by the Welfare Fund shall be treated as time employed for the purpose of computing Pension and Vesting Credit.

Effective January 24, 1986, no such non-contributed Pension or Vesting Credit will be given to a new Participant.

Section 4.06 Maternity/Paternity Leave

Solely for the purpose of determining whether a One-Year Break has occurred, if a Participant is absent from Covered Employment by reason of (a) pregnancy of the Employee, (b) birth of a child of the Employee, (c) the placement of a child in connection with the adoption of such child or (d) the caring for the child during the period immediately following the birth or placement for adoption, the periods of work that otherwise would normally have been credited to such Participant but for such absence shall be treated as periods of work to a maximum of 2 months for each such pregnancy or placement. The months so credited shall be applied to the year in which such absence begins if doing so will prevent the Participant from incurring a One-Year Break in Service that year. Otherwise such months will be applied to the immediately following year. The Fund may require, as a condition of granting such credit, that the Participant establish to the satisfaction of the Trustees that the absence is for one of the reasons specified.

Section 4.07 Pension Contribution Moratorium

Notwithstanding anything herein to the contrary, Pension Credits and Years of Vesting Service shall continue to be credited in accordance with this Article for any periods of time for which an Employee works for an Employer in Covered Employment for which no contributions are required because of a moratorium on contributions negotiated between one of the Unions and the Employer and accepted by the Trustees.

Section 4.08 Other Non-Work Periods Covered

Notwithstanding anything contained herein to the contrary, Pension and Vesting Credit may be given to a terminated Employee for periods beyond the Employee's termination date in accordance with a written settlement agreement between a Contributing Employer and any one of the Unions. Such settlement agreement requires the approval of the Trustees.

ARTICLE 5
Joint-and-Survivor Pension

Section 5.01 General

(a) The Normal Form of Benefit for a married Participant is the Joint-and-Survivor Pension. The Normal Form of Benefit for an unmarried Participant is a single life annuity with a 120 month guarantee as described in Section 3.13.

(b) The Joint-and-Survivor Pension provides a lifetime pension for a married Participant in the form of a Qualified Joint and Survivor Annuity (QJSA) if the benefit begins before the death of the Participant, or a Qualified Preretirement Survivor Annuity (QPSA) if the benefit begins after the Participant's death.

(c) The Joint-and-Wife Pension provides an unreduced benefit to the Participant during his lifetime, and a survivor benefit to the Participant's Spouse following the Participant's death equal to 75% of the monthly amount the Participant was receiving, payable for the remainder of the Spouse's life.

(d) A Participant who works in Covered Employment and remains employed in Covered Employment until retirement may choose an optional reduced 100% Joint-and-Survivor Pension instead of the unreduced 75% Joint-and-Survivor Pension. Effective July 1, 2008, such a Participant has the additional option of choosing a reduced 50% Joint-and-Survivor Pension instead of the unreduced 75% Joint-and-Survivor Pension. If the reduced 50% Joint-and-Survivor Pension or the reduced 100% Joint-and-Survivor Pension is chosen, the Participant's pension is reduced from the full amount otherwise payable as provided in Section 5.06. The amount to be paid to the surviving Spouse after the Participant's death is either 50% or 100% of the monthly amount the Participant was receiving at the time of his death, depending upon the form of payment elected.

Section 5.02 Upon Retirement

In the case of a Joint-and-Survivor Pension, the Plan shall no less than 30 days and no more than 180 days prior to the Annuity Starting Date provide each Participant a written explanation of: (i) the terms and conditions of a QJSA; (ii) the Participant's right to make and the effect of an election to waive the QJSA form of benefit; (iii) the rights of a Participant's Spouse; and (iv) the right to make, and the effect of, a revocation of a previous election to waive the QJSA.

(a) Pensions shall be paid in the form of a unreduced 75% Joint-and-Survivor Pension, unless the Participant (i) has worked in Covered Employment, has remained employed in Covered Employment until retirement, and has chosen the optional reduced 100% Joint-and-Survivor Pension; or (ii) has filed with the Trustees in writing a timely rejection of the 75% Husband and-Wife pension, subject to all the conditions of this Article. No rejection shall be effective unless the Spouse of the Participant has consented in writing to such rejection not less than 30 days nor more than 180 days prior to the Annuity Starting Date, and acknowledged the effect thereof, and such rejection is witnessed by a

notary public. No consent shall be required if it is established to the satisfaction of the Trustees that consent may be not obtained because there is no Spouse, because the Spouse cannot be located or because of such other circumstances as the Secretary of the Treasury may by Regulations prescribe.

The written explanation described in section 417(a)(3)(A) of the Code may be provided after the Annuity Starting Date. The 180-day applicable election period to waive the QJSA, described in section 417(a)(6)(A) of the Code, shall not end before the 30th day after the date on which such explanation is provided. The Secretary of Treasury may by regulations limit the period of time by which the Annuity Starting Date precedes the provision of the written explanation other than by providing that the Annuity Starting Date may not be earlier than termination of employment. A Participant may elect (with any applicable spousal consent) to waive any requirement that the written explanation be provided at least 30 days before the Annuity Starting Date (or to waive the 30-day requirement under the above paragraph) if the distribution commences more than 7 days after such explanation is provided.

(b) A Participant may, with the consent of the Spouse, reject the 75% Joint-and-Survivor Pension (or revoke a previous rejection, thereby reinstating the Joint-and-Survivor Pension) at any time during the 180-day period ending on the Annuity Starting Date. The rejection and revocation period for a Disability Pension which commences before the Participant attains age 65 is the 180 days prior to the date the Participant attains age 65.

(c) Notwithstanding anything herein to the contrary, a Participant who, with the consent of his Spouse, rejects the unreduced 75% Joint-and-Survivor Pension may choose to receive:

(i) a single life annuity with a 120 payment guarantee as described in Section 3.13; or

(ii) a reduced 50% Joint-and-Survivor Pension as described in Section 5.01(d) above.

(d) In addition to the foregoing, upon receipt of a Participant's pension application, the Plan shall provide an explanation of the relative values and material features of the benefit options available under the Plan in accordance with the applicable notice requirements under Section 417(a)(3) of the Code and the applicable regulatory guidance.

Section 5.03 Death Before Retirement

(a) A Participant qualifying for a Pension who dies prior to retirement shall be deemed to have elected the QPSA paid in the unreduced 75% form unless, with the consent of the Spouse, the Participant had notified the Trustees in writing of his election not to take the QPSA. The monthly benefits shall be payable to the Spouse commencing with the first of the month coincident with or next following the Participant's date of death.

The Plan shall provide each Participant within the applicable period for such Participant a written explanation of the QPSA in such terms and in such manner as would be

comparable to the explanation provided for a QJSA. The applicable period for a Participant is whichever of the following periods ends last: (a) the period beginning with the first day of the Plan Year in which the Participant attains age 32 and ending with the close of the Plan Year preceding the Plan Year in which the Participant attains age 35; (b) a reasonable period ending after the individual becomes a Participant. Notwithstanding the foregoing, notice must be provided within a reasonable period ending after separation from service in the case of a Participant who separates from service before attaining age 35. In the case of a Participant who separates from service before the Plan Year in which age 35 is attained, notice shall be provided within the 2-year period beginning one year prior to separation and ending one year after separation. If such a Participant thereafter returns to employment with the Employer, the applicable period for such Participant shall be redetermined. A Participant who will not yet attain age 35 as of the end of any current Plan Year may make a special qualified election to waive the QPSA for the period beginning on the date of such election and ending on the first day of the Plan Year in which the Participant will attain age 35.

No consent shall be required if it is established to the satisfaction of the Trustees that consent may be not obtained because there is no Spouse, because the Spouse cannot be located or because of such other circumstances as the Secretary of the Treasury may by Regulations prescribe.

(b) The surviving Spouse of a vested Participant who dies prior to retirement and prior to July 1, 1999 shall receive monthly benefits commencing on the date that the Participant would have first been eligible for a pension under the provisions of this Article 3.

The surviving Spouse of a vested Participant who dies prior to retirement and on or after July 1, 1999 shall receive monthly benefits commencing with the month following the Participant's death or may commence benefits no later than the year that the Participant would have attained age 70 ½. For Participants who die prior to attainment of age 55, the monthly benefit in such cases will be determined as if the Participant had reached age 55 and applied for an early pension immediately before his death.

(c) Consistent with the requirements of this Section, a Participant may in writing prior to actual retirement under the Plan, but not thereafter, waive the Joint-and-Survivor Pension with the consent of the Spouse or revoke any elections made hereunder.

Section 5.04 Additional Conditions

(a) The surviving Spouse of a deceased non-retired Participant shall receive payment of the surviving Spouse pension only if married to the Participant throughout the one year period preceding the Participant's death.

(b) A Joint-and-Survivor Pension shall be effective only if the Participant has been married to the same Spouse throughout the one year period ending on the Participant's Annuity Starting Date or for at least a one year period beginning before the Annuity Starting Date and ending on or before the date of the Participant's death. No other Spouse shall be

entitled to the surviving Spouse pension. A Participant who is married on the Annuity Starting Date of his pension but for less than one year will be treated as if he had been married throughout the one year period ending on the Annuity Starting Date for purposes of the Joint-and-Survivor Pension, the Spouse's consent to any such rejection, and adjustment of the pension amount, provided, however, that if the Participant and his Spouse do not reject the Joint-and-Survivor Pension and do not remain married for at least a one year period ending on or before the date of his death, the Spouse shall not be entitled to any survivor benefit and there will be no retroactive increase in the amount of the pension benefits already paid to the Participant.

(c) The Trustees shall be entitled to rely on a written representation last filed by the Participant before the Effective Date (as defined in Section 5.05) of his pension as to whether he is married. If such representation later proves to be false, benefits shall be adjusted and the Trustees shall be entitled to all legal remedies to recover any excess payments made to the Participant.

(d) Election or rejection may not be made or altered after a pension has commenced (including commencement but for administrative delay).

(e) Whenever under this Article 5 consent of the Spouse is required, it shall be in writing, witnessed by a notary public and shall acknowledge the effect thereof, and shall designate the Beneficiary and/or form of benefits which may not be changed without the consent of the Spouse.

Section 5.05 Effective Date

The provisions of this Article do not apply:

(a) to a pension, the Effective Date of which was before July 1, 1976, or

(b) If the Participant or former Participant incurred a Break in Service before 1976, unless it was subsequently cured by a return to Covered Employment for sufficient time to accrue at least a minimum accrual of one quarter year Pension Credit under Section 4.01(b).

Section 5.06 Adjustment of Pension Amount

If a Participant elects either a 50% Joint-and-Survivor Pension or a 100% Joint-and-Survivor Pension, the amount of the monthly benefit payable shall be a percentage of the full monthly amount otherwise payable as an unreduced 75% Joint-and-Survivor Pension, as follows:

<u>100% Joint-and-Survivor Pensions Other than a Disability Pension</u>

94% plus 0.3% for each year the Spouse is older than the Participant, or minus 0.3% for each year the Spouse is younger than the Participant.

<u>50% Joint-and-Survivor Pensions Other than a Disability Pension</u>

94% plus 0.5% for each year the Spouse is older than the Participant, or minus 0.5% for each year the Spouse is younger than the Participant.

100% Joint-and-Survivor Disability Pension

90% plus 0.3% for each year the Spouse is older than the Participant, or minus 0.3% for each year the Spouse is younger than the Participant.

50% Joint-and-Survivor Disability Pension

91.5% plus 0.4% for each year the Spouse is older than the Participant, or minus 0.4% for each year the Spouse is younger than the Participant.

ARTICLE 6
Applications, Benefit Payments, and Retirement

Section 6.01 Applications

A pension must be applied for in writing filed with the Trustees in advance of its Effective Date (as defined in Section 5.05). Except as provided in Section 6.05, a pension shall first be payable the fourth month after the month in which the application is filed, unless the Trustees find the application was delayed due to extenuating circumstances.

Section 6.02 Information and Proof

Every Participant or Pensioner shall furnish, at the request of the Trustees, any information or proof reasonably required to determine his benefit rights. The Trustees shall have the right to recover in a court with competent jurisdiction any excess benefit payments (including interest) made in reliance on any willfully false or fraudulent statement, information, or proof submitted by a Participant, Beneficiary or Pensioner.

Section 6.03 Action of Trustees

The Trustees shall, subject to the requirements of law, be the sole judges of the standard of proof required in any case and the application and interpretation of this Plan and any other Plan documents and to decide all matters arising in connection with the operation or administration of the Plan. Without limiting the generality of the foregoing, the Trustees shall have the sole and absolute discretionary authority:

(a) to take all actions and make all decisions with respect to the eligibility for, and the amount of, benefits payable under the Plan;

(b) to formulate, interpret and apply rules, regulations and policies necessary to administer the Plan in accordance with its terms;

(c) to decide questions, including legal and factual questions, relating to the calculation and payment of benefits under the Plan and

(d) to resolve and/or clarify any ambiguities, inconsistencies and omissions arising under the Plan or other Plan documents.

All decisions of the Trustees shall be final and binding on all parties and shall be given deference in all courts of law to the greatest extent allowed by applicable law and shall not be overturned or set aside by any court unless found to be arbitrary and capricious or made in bad faith.

Wherever in the Plan the Trustees are given discretionary powers, the Trustees shall exercise such powers in a uniform and non-discriminatory manner. Any determination made by the Trustees shall be given deference in the event it is subject to judicial review and shall be overturned only if it is arbitrary and capricious.

Section 6.04 Right of Appeal

The internal procedures of the Plan shall be exhausted prior to any action being brought. No Employee, Participant or beneficiary or other person or entity shall have any right or claim to benefits under the Plan, or any right or claim to payment from the Plan, except as specified herein. Any dispute as to eligibility, type, amount or duration of benefits or any right or claim to payments from the Plan shall be resolved by the Trustees under and pursuant to the provisions of the Plan, and their decision of the dispute, right or claim shall be final and binding on all parties thereto. The following procedures shall be followed in applying for benefits:

(a) A Participant or Beneficiary (or his duly authorized representative) shall notify the Plan of a claim for benefits. Such notification shall be made in writing and shall set forth the basis of the claim and shall authorize the Plan to conduct such examination as may be necessary to determine the validity of the claim and to take such steps as may be necessary to facilitate the payment of benefits to which the Employee or Beneficiary may be entitled under the terms or the Plan.

(b) If a claim (other than a claim for a disability retirement benefit) is wholly or partially denied or an adverse benefit determination is otherwise made, written notice of the adverse benefit determination shall be furnished to the Employee or Beneficiary within a reasonable period of time, but not later than 90 days after the claim is received by the Plan Administrator. If the Plan Administrator determines that special circumstances require an extension of time to process the claim, the initial 90-day period may be extended for an additional 90 days. In the event an extension is required, the Employee or Beneficiary shall receive a written notice, before the initial 90-day period expires, describing the special circumstances requiring an extension of time and the date by which the Plan Administrator expects to render a decision.

(c) In the case of a claim for disability retirement benefits, written notice of the adverse benefit determination shall be furnished to the Employee within a reasonable period of time, but no later than 45 days after the claim is received by the Plan Administrator. This 45-day period may be extended for an additional 30 days provided that the Plan Administrator determines that an extension is necessary, due to matters beyond its control, and the Plan notifies the Employee prior to the end of the 45-day period of the circumstances requiring the extension of time and the date by which the Plan expects to render a decision. If prior to the end of this 30-day extension period, the Plan Administrator determines that due to matters beyond its control, additional time is necessary to process the claim, the period for making a determination may be extended for up to an additional 30 days, provided the Plan Administrator notifies the Employee prior to the end of the 30-day period of the circumstances requiring the extension and the date by which the Plan expects to make a decision. Any notice of extension shall specifically explain the standards on which entitlement to disability retirement benefits is based, the unresolved issues that prevent a decision on the claim, and the additional information needed to resolve those issues.

If either the first or the second extension hereunder is required due to the Employee's failure to submit information necessary to decide the claim, the period for making the determination will be tolled from the date on which the extension notice is sent to the Employee until the date on which the Employee responds to the Plan Administrator's request for information, and the Employee shall be afforded at least 45 days within which to provide any additional information so requested.

(d) In the event a claim is denied, in whole or in part, the Employee or Beneficiary shall receive written notice describing (i) the specific reason(s) for the denial; (ii) with references to the specific Plan provisions on which the decision was based; (iii) where appropriate, an explanation of what additional material or information is needed to perfect the claim and explanation of why such material or information is needed; (iv) an explanation of the Plan's claim review procedure and the time limits applicable to such procedures; and (v) a statement of the Employee's or Beneficiary's right to bring a civil action under Section 502(a) of ERISA upon an adverse benefit determination on review.

With respect to a claim for disability retirement benefits, if the denial was based on an internal rule, guideline, protocol, or other similar criterion in making a benefit determination hereunder, the Employee shall also be provided with a description of such information, or a statement that such rule, guideline, protocol or other criterion will be provided free of charge to the Employee upon request.

(e) An Employee or Beneficiary with respect to whom the Plan Administrator has made an adverse benefit determination shall be entitled to appeal an adverse benefit determination by filing with the Trustees a request for a review and must file an appeal if the Employee or Beneficiary wishes to challenge the benefit determination in court. Such request must be filed with the Trustees (or duly authorized committee) no later than 60 days (or, with respect to a claim for disability retirement benefits, no later than 180 days) after receipt of a notification of an adverse benefit determination. As part of the review, an Employee or Beneficiary shall have the opportunity to submit written comments, documents, records and other information relating to the claim for benefits. Furthermore, an Employee or Beneficiary shall be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant (as defined in Labor Regulations §2560.503-1 (m)(8)) to the Employee's or Beneficiary's claim for benefits.

(f) The review shall take into account all comments, documents, records and other information submitted by the Employee or Beneficiary relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination.

For a review of a claim for disability retirement benefits, the review shall not afford deference to the initial benefit determination and shall be conducted by an appropriately named Plan fiduciary who is neither the individual who made the initial decision on the claim, nor a subordinate of such individual. If the claim is based, in whole or part, on a medical judgment, the Plan fiduciary shall consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical

judgment. Any health care professional consulted with on appeal shall not be the same health care professional who was consulted with on the initial decision on the claim, or a subordinate of such individual. An Employee may be provided with, upon request, the identification of any medical or vocational experts whose advice was obtained on behalf of the Plan in connection with the claim, without regard to whether the advice was relied upon in making the decision.

(g) A final decision as to the appeal shall be made by the Trustees at its next regularly scheduled Board of Trustees meeting if the appeal is received by the Trustees at least 30 days before the meeting. If the appeal is received by the Trustees less than 30 days before the next regularly scheduled meeting, the appeal will be reviewed at the second meeting following the Trustees' receipt of the request for review.

If special circumstances require an extension of time for reviewing the appeal, the appeal will be reviewed during the third Trustees' meeting following the Trustees' receipt of the request for a review. If any such extension is required due to the Employee's or Beneficiary's failure to submit information necessary to decide the appeal, the period for making the determination will be tolled from the date on which the extension notice is sent to the Employee or Beneficiary until the date on which the Employee or Beneficiary responds to the Trustees' request for information. To the extent required by law, the Employee or Beneficiary shall be afforded at least 45 days within which to provide any additional information so requested.

(h) The Trustees' decision shall be in writing and sent to the Employee or Beneficiary no later than 5 days after such decision is made. If adverse, the notice of decision shall include: (i) the specific reason(s) for the decision; (ii) with specific references to the Plan provisions on which the decision is based; (iii) a statement that the Employee or Beneficiary is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the Employee's or Beneficiary's claim for benefits; and (iv) a statement of the Employee's or Beneficiary's right to bring a civil action under section 502(a) of ERISA.

With respect to a claim for disability retirement benefits, such notice shall also include a description of any rule, guideline, protocol, or other similar criterion that was relied upon in making the adverse determination, or a statement that such rule, guideline, protocol or other similar criterion will be made available to the Employee free of charge upon request.

(i) All interpretations, determinations and decisions of the Plan Administrator and the Trustees with respect to any claim or any other matter relating to the Plan shall be made in their sole discretion based on the Plan documents, and shall be final, conclusive and binding on all parties affected thereby.

Section 6.05 Benefit Payments Generally

(a) A Participant who is eligible to receive benefits under this Plan and makes application in accordance with the rules of this Plan shall be entitled upon retirement to receive the monthly payments provided for the remainder of his life (subject to Section 7.02, 7.03, 7.04 and 7.05 and the applicable provisions of this Plan). Benefit payments shall be payable commencing with the first day of the month following the month in which the Participant has fulfilled all the conditions for entitlement to benefits, provided that in no event, unless the Participant elects otherwise in writing filed with the Trustees, shall benefits be payable later than the 60th day after the later of the close of the Plan Credit Year in which:

(i) the Participant attains Normal Retirement Age,

(ii) occurs the 5th anniversary of the year in which the Participant commenced participation in the Plan, or

(iii) the Participant terminates his Covered Employment and Retires.

(b) Notwithstanding any other provision of this Plan, payment of pensions shall commence no later than the Participant's Required Beginning Date. Except that pension payment for a Participant who attained age 70 ½ prior to January 1, 1988 and who is not a 5% owner shall commence no later than April 1 of the calendar year following the calendar year in which such Participant retires. For distributions following December 31, 2002, required minimum distributions in accordance with Code Section 401(a)(9) under this Plan shall be paid in accordance with the terms and conditions of Article 11.

(c) A Participant who retires before his Normal Retirement Age and then earns additional benefit accruals under the Plan through reemployment will have a separate Annuity Starting Date determined under Section 6.05(a) or, if later, 30 days after the Plan advises the Participant of the available benefit payment options, unless the benefit is being paid as a Joint-and-Survivor Pension at or after the Participant's Normal Retirement Age or the Participant and Spouse (if any) consent in writing to the commencement of payments before the end of that 30-day period, with respect to those additional accruals, except that an Annuity Starting Date that is on or after Normal Retirement Age shall apply for any additional benefits accrued through reemployment after that date.

(d) Pension payments shall end with the payment for the month in which the death of the Pensioner occurs except as provided in accordance with a Joint-and-Survivor Pension or the 120 Month Guarantee.

(e) Adjustments of Pension for Payments Commencing After Normal Retirement Age

(i) Effective July 1, 2004, a Participant whose Annuity Starting Date is after the Participant has attained Normal Retirement Age may elect to either receive:

(1) a one-time lump sum missed benefit payment (for months for which benefits were not suspended) retroactive to Normal Retirement Age, adjusted for simple interest at an annual rate of 4% followed by monthly payments calculated as if the Participant's Pension had commenced at Normal Retirement Age, or

(2) monthly benefit payments from the Annuity Starting Date calculated prospectively to provide an actuarial increase of 1% per month from age 65 to age 70, and a 1.5% increase per month from age 70 (for each month for which benefits were not suspended) until the Participant's Required Beginning Date.

(ii) A Participant may elect to receive retroactive payments under subsection (i) only if all applicable notice and consent requirements, including but not limited to those of Code Sections 401(a)(11) and 417, and regulations issued thereunder, are satisfied. Such consent requirements include obtaining appropriate spousal consent to the election of retroactive payments in accordance with the provisions of Treas. Reg. Section 1.417(e)-1.

(iii) For purposes of satisfying the 30-day waiver requirements under Section 1.02(b)(iii) and the consent requirements under Section 5.02, the Annuity Starting Date defined in Section 1.02 shall be used instead of the retroactive Annuity Starting Date described in subparagraph (i)(A) above.

(iv) A Participant's Required Beginning Date is April 1 of the calendar year following the year in which the Participant reaches age 70½. If a Participant's pension does not commence until after the Required Beginning Date and he elects to receive the actuarial increase for payments due prior to the Participant's Required Beginning Date, any benefit payments that should have been paid between the Required Beginning Date and the date benefit payments actually commence are to be paid as a lump sum, adjusted for simple interest at an annual rate of four 4%.

(f) If a Participant who is definitely located fails to file a completed application for benefits on a timely basis, the Trustees will establish the Participant's Required Beginning Date as the Annuity Starting Date and begin benefit payments as follows:

(i) In the applicable normal form of a pension payable under this Plan.

(ii) The benefit payment form specified here will be irrevocable once it begins, with the sole exception that it may be changed to a single-life annuity with a 120-month guarantee if the Participant proves that he did not have a Spouse (including an alternate payee under a QDRO) on the Required Beginning Date. The amounts of future benefits will be adjusted based on the actual age difference between the Participant and Spouse if proven to be different from the foregoing assumptions.

(iii) Federal, state and local income tax and any other applicable taxes, will be withheld from the benefit payments as required by law or determined by the Trustees to be appropriate for the protection of the Fund and the Participant.

Section 6.06 Employment Causing Withholding of Benefits

(a) Retirement Before Normal Retirement Age. The pension benefits of a Pensioner who retired before attaining Normal Retirement Age will be permanently withheld to the extent provided in Section 6.07(a) if he takes employment (i) in the states of New York or Connecticut or in Bergen County, New Jersey or in Susquehanna County, Pennsylvania, (ii) in an industry in which employees covered by this Plan were employed and accrued benefits under this Plan as a result of such employment at the time that the payment of his benefits commenced or would have commenced if he had not remained in or returned to employment, and (iii) in a position covered by a Collective Bargaining Agreement.

(b) Retirement After Normal Retirement Age. The pension benefits of a Pensioner who retired after attaining Normal Retirement Age will be permanently withheld to the extent provided in Section 6.07 (a) if he is employed in the same trade or craft in the same industry in the states of New York or Connecticut or in Bergen County, New Jersey or in Susquehanna Country, Pennsylvania. As used in this subsection 6.06 (b):

(i) a Pensioner will be considered "employed" if during a calendar month, or during a 4- or 5-week payroll period ending in a calendar month, he completes 40 or more hours of service;

(ii) a Pensioner will be considered employed in the "same trade or craft" if he performs any job function which he performed while in Covered Employment; and

(iii) a Pensioner will be considered employed in the "same industry" if he is employed in the same industry in which he was last employed and accrued benefits under this Plan.

Notwithstanding the provisions of Subsection (b)(i), a Pensioner who is receiving benefits under Section 6.05(b) will not have his benefits suspended.

(c) Permissible Employment.

(i) A Pensioner will not be considered to be engaged in employment under Section 6.06(a) if such employment is in an industry which first became covered by a Collective Bargaining Agreement after the Pensioner commenced employment in that industry.

(ii) Notwithstanding anything herein to the contrary and the provisions of this subsection (b), effective July 1, 2004, a Participant who is employed in Covered Employment, has attained Normal Retirement Age, and has at least 30 years of

Pension Credits may commence receiving his monthly pension benefit while both continuing to work in Covered Employment and accruing additional Pension Credits under the Plan.

(d) Status Determination. A Participant may request a determination of whether specific contemplated employment will be employment within the meaning of Section 6.06 by written request delivered to the Fund Office setting forth the nature and details of such contemplated employment. The Trustees shall respond to any such request within the times provided in Section 6.04.

Section 6.07 Withholding of Benefits and Suspension for Failure to Verify Status

(a) Benefits Permanently Withheld. Unless a Participant or Pensioner is eligible to commence his monthly pension benefit payments while continuing to work in Covered Employment pursuant to Section 6.06(c) above, a Participant's or Pensioner's benefit shall be permanently withheld in an amount equal to his accrued benefit for each calendar month during which he is employed within the meaning of Section 6.06.

(b) Notice Required for Resumption of Benefits. If a Pensioner whose benefits have been permanently withheld under this Section 6.07 ceases to be employed within the meaning of Section 6.06, he must promptly notify the Trustees by letter delivered to the Fund Office of the date such employment ceased.

(c) Resumption of Benefits. Payment of monthly benefits to a Pensioner whose benefits have been permanently withheld under this Section 6.07 shall be resumed no later than the first day of the third calendar month after the calendar month in which he ceased to be employed within the meaning of Section 6.06, provided, however, that in no event must benefits be resumed earlier than 60 days after receipt at the Fund Office of the notice required by Section 6.07(b). The initial payment upon resumption shall include the payment for the calendar month when payments resume, plus any payments withheld in months after the Pensioner ceased being employed within the meaning of Section 6.06, less amounts subject to offset under Section 6.07(d).

(d) Offset Upon Resumption of Benefits. Upon resumption of benefits pursuant to Section 6.07(c), there shall be offset from the initial benefit payment an amount up to the total amount of any payments previously made to the Pensioner during those calendar months in which he was employed within the meaning of Section 6.06. If the initial payment otherwise owed to the Pensioner is less than the total amount of such payments previously made for months of employment within the meaning of Section 6.06, then there shall be deducted from each subsequent payment an amount equal to no more than 25% of such subsequent payments until the total amount previously paid is offset.

(e) Verification Procedures and Suspension of Benefits.

(i) A pensioner who takes employment within the meaning of Section 6.06 must so advise the Fund Office in writing within 21 days of the commencement of such

employment. Each Pensioner shall, in addition, as a condition of receiving future benefits, comply with requests of the Trustees that he either certify that he is unemployed or provide factual information sufficient to establish that any employment does not constitute employment within the meaning of Section 6.06. There shall be no more than one such request each 12 months unless the Trustees determine that additional verification is reasonable under the circumstances. If a Pensioner fails to comply with a request of the Trustees for verification of his status, the Trustees may suspend the payment of benefits until the required information is furnished. All payments suspended under this Section 6.07(c) shall be forwarded to the Pensioner affected at the next regularly scheduled time for payment of benefits following the furnishing of the required certification or information, except to the extent that payments may be offset or withheld pursuant to Section 6.06 or other provisions of this Section 6.07.

(ii) If a Pensioner has failed to comply with the requirements of Subsection 6.07(e)(i) or has made any material misrepresentation with respect thereto, the Trustees shall have the right to recover any and all payments made to the Pensioner with respect to periods of employment within the meaning of Section 6.06.

(f) Presumption of Hours of Employment. A Pensioner who has become employed within the meaning of Section 6.06(b) and who has been notified of the verification requirements of Section 6.07(e) and who has failed to notify the Trustees that his employment has ceased or that he is employed fewer than 40-hours per month shall be presumed to have been employed for at least 40 hours during each calendar month (or 4- or 5-week payroll period ending in a calendar month) of such employment, unless the Pensioner provides the Trustees with information sufficient to rebut such presumption, or unless it is unreasonable for the Trustees to make such presumption under the circumstances.

(g) Review Procedure. Any Pensioner who is affected by application of Section 6.06 or 6.07 may request review thereof in writing in the same manner and within the time specified in Section 6.04 and such review shall be considered and determined as provided in Section 6.04.

Section 6.08 Benefit Payments Following Suspension

A Pensioner who returns to Covered Employment for an insufficient period of time to complete a Year of Vesting Service shall not be entitled to a higher pension amount on subsequent termination of employment.

If a Pensioner who returns to Covered Employment completes a Year of Vesting Service, he shall, upon his subsequent retirement, be entitled to a recomputation of his pension amount, based on any additional Pension Credits and on his attained age upon resumption of his pension, but reduction of his age by the number of months for which he previously received pension benefits.

Section 6.09 Additional Pension

(a) A Pensioner who, after retirement, accumulates Pension Credits attributable to Permissible Employment under Section 6.06(c) shall, upon retirement from Permissible Employment, be entitled to receive an Additional Pension based upon such Pension Credits attributable to Permissible Employment. The Additional Pension shall be determined by multiplying the Pension Credits attributable to Permissible Employment times the dollar amount specified in Section 3.03 for the Plan applicable to him at the time of his retirement from Permissible Employment. In no event shall the combined amounts of a Pensioner's original pension and Additional Pension exceed the maximum amount specified in Section 3.03 for the Plan applicable to him at the time of his retirement from Permissible Employment.

(b) A Pensioner who is entitled to a recomputation of his pension amount under Section 6.08 shall not receive an Additional Pension.

Section 6.10 Incompetence or Incapacity of a Pensioner or Beneficiary

In the event it is determined to the satisfaction of the Trustees that a Pensioner or Beneficiary is unable to care for his affairs because of mental or physical incapacity, any payment due may be applied, in the discretion of the Trustees, to the maintenance and support of such Pensioner or Beneficiary or to such person as the Trustees in their sole discretion find to be an object of the natural bounty of the Pensioner or Beneficiary in the manner decided by the Trustees, unless, prior to such payment, claim shall have been made for such payment by a legally appointed guardian, committee, or other legal representative appropriate to receive such payments on behalf of the Pensioner or Beneficiary.

Section 6.11 Non-Assignment of Benefits

No Participant, Pensioner or Beneficiary entitled to any benefits under this Pension Plan shall have the right to assign, alienate, transfer, encumber, pledge, mortgage, hypothecate, anticipate, or impair in any manner his legal or beneficial interest, or any interest in assets of the Pension Fund or benefits of this Pension Plan. Neither the Pension Fund nor any of the assets thereof shall be liable for the debts of any Participant, Pensioner or Beneficiary entitled to any benefits under this Plan, nor be subject to attachment or execution or process in any court or action or proceedings. Notwithstanding the foregoing, benefits shall be paid in accordance with the applicable requirements of any "qualified domestic relations order" as defined by Sections 414(p) of the Code and 206(d)(3) of ERISA.

Section 6.12 No Right to Assets

No person other than the Trustees of the Pension Fund shall have any right, title or interest in any of the income, or property of any funds received or held by or for the account of the Pension Fund, and no person shall have any right to benefits provided by the Pension Plan except as expressly provided herein.

Section 6.13 Maximum Limitation Under Code Section 415

In addition to any other limitations set forth in the Plan and notwithstanding any other provisions of the Plan, effective for Limitation Years beginning on and after July 1, 2007, benefits under the Plan shall be limited in accordance with Section 415 of the Code and the Treasury Regulations thereunder, in accordance with this Section. This Section 6.13 is intended to incorporate the requirements of Section 415 of the Code and the Treasury Regulations issued thereunder by reference except as otherwise specified herein. The terms used in this Section that are not otherwise expressly defined in the Plan, shall be defined, interpreted and applied for purposes of this Section 6.13 as prescribed in Section 415 of the Code and the Treasury Regulations thereunder.

(a) Definitions. For purposes of this Section 6.13, the following terms shall have the following meanings:

(i) Limitation Year.

"Limitation Year" means the twelve (12) consecutive month period ending every June 30th.

(ii) Plan Benefit.

"Plan Benefit" means, as of any date, the amount of a Participant's benefit as determined under the applicable provisions of the Plan before the application of the limits in this Section 6.13.

(b) Limit on Accrued Benefits.

For Limitation Years beginning on or after July 1, 2007, in no event shall a Participant's benefit accrued under the Plan for a Limitation Year exceed the annual dollar limit determined in accordance with Section 415 of the Code and the Treasury Regulations thereunder (the "annual dollar limit") for that Limitation Year. If a Participant's Plan Benefit for a Limitation Year beginning on or after July 1, 2007 would exceed the annual dollar limit for that Limitation Year, the accrued benefit, but not the Plan Benefit, shall be frozen or reduced so that the accrued benefit does not exceed the annual dollar limit for that Limitation Year.

(c) Limits on Benefits Distributed or Paid.

For Limitation Years beginning on or after July 1, 2007, in no event shall the annual amount of the benefit distributed or otherwise payable to or with respect to a Participant under the Plan in a Limitation Year exceed the annual dollar limit for that Limitation Year. If the benefit distributable or otherwise payable in a Limitation Year would exceed the annual dollar limit for that Limitation Year, the benefit shall be reduced so that the benefit distributed or otherwise payable does not exceed the annual dollar limit for that Limitation Year.

(d) Protection of Prior Benefits.

To the extent permitted by law, the application of the provisions of this Section 6.13 shall not cause the benefit that is accrued, distributed or otherwise payable for any Participant to be less than the Participant's accrued benefit as of June 30, 2007 under the provisions of the Plan that were both adopted and in effect before April 5, 2007 and that satisfied the limitations under Section 415 of the Code and the Treasury Regulations thereunder as in effect as of July 1, 2007.

(e) Aggregation of Plans.

In the event that the aggregate benefit accrued in any Plan Year by a Participant exceeds the limits under Section 415 of the Code and the Treasury Regulations thereunder as a result of the mandatory aggregation of the benefits under this Plan with the benefits under another plan maintained by an Employer, the benefits of the other plan shall be reduced to the extent necessary to comply with Section 415 of the Code and the Treasury Regulations thereunder.

(f) General.

(i) To the extent that a Participant's benefit is subject to provisions of Section 415 of the Code and the Treasury Regulations thereunder that have not been set forth in the Plan, such provisions are hereby incorporated by reference into this Plan and for all purposes shall be deemed a part of the Plan.

(ii) This Section 6.13 is intended to satisfy the requirements imposed by Section 415 of the Code and the Treasury Regulations thereunder and shall be construed in a manner that will effectuate this intent. This Section 6.13 shall not be construed in a manner that would impose limitations that are more stringent than those required by Section 415 of the Code and the Treasury Regulations thereunder.

(iii) If and to the extent that the rules set forth in this Section 6.13 are no longer required for qualification of the Plan under Section 401(a) and related provisions of the Code and the Treasury Regulations thereunder, they shall cease to apply without the necessity of an amendment to the Plan.

(g) In accordance with the Pension Funding Equity Act of 2004, and for testing benefit forms other than a straight-life annuity for compliance with Section 415(b) of the Code for the 2004 and 2005 limitation years, the interest rate of 5.5% shall be used in place of the applicable interest rate under Section 417(e)(3) of the Code. For limitation years beginning after December 31, 2005, the interest rate assumption must not be less than the greater of: (1) 5.5%, (2) the interest rate specified under the Plan, or (3) the rate that provides a benefit of not more than 105% of the benefit that would be provided using the applicable interest rate under Section 417(e)(3) of the Code.

Section 6.14 Mergers

In the case of any merger or consolidation with, or transfer of assets or liabilities to, any other plan, each Participant shall (if the Plan then terminated) 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 this Plan had then terminated). This Section shall apply only to the extent determined by the Pension Benefit Guaranty Corporation.

Section 6.15 Small Benefit Cashout

Notwithstanding any other provision of the Plan regarding benefit payment options and Plan distributions, if the Actuarial Value of the vested benefit of a Participant, Beneficiary or alternate payee is $5,000 or less as of the Annuity Starting Date, the benefit shall be paid out in a single lump sum. Notwithstanding anything herein to the contrary, if the present value of a Participant's or Beneficiary's or alternate payee's accrued benefit is $5,000 or less as of the Annuity Starting Date, such individual may apply for a benefit at anytime and such benefit shall be paid in the form of a single lump-sum.

Effective October 1, 2001, benefits with a present value as of the Annuity Starting Date, of at least $5,000 but less than $10,000 will have an optional lump sum cashout option, subject to spousal consent.

The interest rate used to determine Actuarial Value for this purpose is the rate prescribed by the Pension Benefit Guaranty Corporation for valuing immediate annuities under terminating single-employer plans for which PBGC is trustee, which is in effect for the first day of the Plan Year that includes the Annuity Starting Date.

For the purpose of this section "Actuarial Equivalent" means:

(a) Effective on or after July 1, 2000, the Actuarial Equivalent lump sum value for payments made in any Plan Year shall be calculated based on the "applicable mortality table" and the "applicable interest rates" as set forth in (i) and (ii) below, or determined under subparagraph (b) below, whichever produces the greater benefit. For this purpose:

(i) The "applicable mortality table" for a Plan Year is the table prescribed for use in that year in Regulations under Section 417(e) of the Code, and

(ii) The "applicable interest rate" is, for a Plan Year, the annual rate of interest on 30-year Treasury securities as specified by the Commissioner of Internal Revenue for the month of May (as published in June) immediately preceding the Plan Year that contains the Annuity Starting Date.

(b) For Annuity Starting Dates in years before July 1, 2000, and for any benefits not subject to Section 417(e) of the Code, a benefit of equal actuarial value determined in accordance with the actuarial factors and assumptions specified in the provisions in which that phrase is used or, if not otherwise specified, based on the assumptions below:

(i) the interest assumption of 6.5%, compounded annually; and

(ii) mortality assumption based on the 1971 Group Annuity Mortality Table.

(c) For Annuity Starting Dates on or after July 1, 2008, the Actuarial Equivalent of a lump sum payment shall be calculated based upon the annual interest rate specified in Code section 417(e)(3)(C), and the mortality table set forth in Revenue Ruling 2001-62, until such table is modified or superseded.

ARTICLE 7
Miscellaneous

Section 7.01 Non-Reversion

In no event shall any of the corpus or assets of the Pension Fund revert to the Employers or be subject to any claims of any kind or nature by the Employers, except for the return of an erroneous contribution within the time limits prescribed by law.

Section 7.02 Limitation of Liability

This Plan has been established on the basis of an actuarial calculation which has established, to the extent possible, that the contributions will, if continued, be sufficient to maintain the Plan on a permanent basis, fulfilling the funding requirements of ERISA. Except for liabilities which may result from provisions of ERISA, nothing in this Plan shall be construed to impose any obligation to contribute beyond the obligation of the Employer to make contributions as required in its Collective Bargaining Agreement with the applicable Union(s).

There shall be no liability upon the Trustees individually, or collectively, or upon the Unions to provide the benefits established by this Plan.

Section 7.03 New Employers

(a) If the operations of an Employer or any part thereof are sold, merged or otherwise undergo a change of identity, the successor Employer shall participate as to the Employees theretofore covered in the Plan just as if it were the original Employer, provided it remains a Contributing Employer.

(b) No new Employer may be admitted to participation in the Pension Fund and the Plan except upon approval by the Trustees.

Section 7.04 Terminated Employer

(a) The provisions of this section establish the respective obligations of the Pension Fund and of the Employer in the event that an Employer ceases to participate in the Pension Fund as a Contributing Employer with respect to a bargaining unit.

(b) An Employer ceases to participate in the Pension Fund with respect to a bargaining unit if it is determined by the Trustees to be terminated because it no longer has a Collective Bargaining Agreement for the bargaining unit requiring contributions to the Pension Fund.

(c) The Trustees may amend this section if, and to the extent, necessary to retain the status of the Plan as a "multiemployer" pension plan under "ERISA."

Section 7.05 Termination

(a) Right to Terminate. The Trustees shall have the right to discontinue or terminate this Plan in whole or in part. The rights of all affected Participants to benefits accrued to the date of termination, partial termination, or discontinuance shall be nonforfeitable to the extent funded as of such date.

(b) Priorities of Allocation. In the event of termination, the assets then remaining in the Plan after providing for any administrative expenses, shall be allocated among the Pensioners, Beneficiaries, and Participants in the following order:

(i) First, in the case of benefits payable as a pension:

(1) For each Participant or Beneficiary for whom payments had commenced at least 3 years prior to the termination date of the Plan, the lowest pension based on the provisions of the Plan in effect during the 5-year period ending on the termination date. The lowest pension which was being paid during the 3-year period shall be considered the pension in effect for such period.

(2) For each Participant or Beneficiary who would have received a pension at least 3 years prior to the termination date if the Participant had retired at least 3 years prior to the termination date and if his pension had commenced (in the standard form) as of the beginning of such 3 year period; the lowest pension based on the provisions of the Plan in effect during the 5-year period ending on the termination date.

(ii) Second, to all other benefits (if any) of the individuals under the Plan guaranteed under Title IV of ERISA.

(iii) Third, to all other vested benefits under this Plan.

(iv) Fourth, to all other benefits under this Plan.

(c) Allocation Procedure. For purposes of Subsection (b) hereof:

(i) The amount allocated under any paragraph of subsection (b) with respect to any benefit shall be properly adjusted for any allocation of assets with respect to that benefit under a prior paragraph of that subsection.

(ii) If the assets available for allocation under any paragraph of subsection (b) (other than paragraphs (iii) and (iv) are insufficient to satisfy in full the benefits of all individuals which are described in that paragraph, the assets shall be allocated pro rata among such individuals on the basis of present value (as of the termination date) of their respective benefits described in that paragraph.

(iii) This paragraph applies if the assets available for allocation under subsection (b)(iii) are not sufficient to satisfy in full the benefits of individuals described in that paragraph.

(1) If this paragraph applies, except as provided in subparagraph (2), below, the assets shall be allocated to the benefit of individuals described in subsection (b)(iii) on the basis of the benefits of individuals which would have been described in such subsection (b)(iii) under the Plan as in effect at the beginning of the 5-year period ending on the date of Plan termination.

(2) Whether the assets available for allocation under subparagraph (1), above, are sufficient to satisfy in full the benefits described in such paragraph shall be determined on the basis of the Plan as amended by the most recent Plan amendment effective during such 5-year period under which the assets available for allocation are sufficient to satisfy in full the benefits of individuals described in subparagraph (1) and any asset remaining to be allocated under subparagraph (1) on the basis of the Plan as amended by the next succeeding Plan amendment effective during such period.

Section 7.06 Optional Coverage

Employees covered by a company pension plan who have been given an option to elect whether to come under the coverage of this Plan or remain under the company plan shall not receive Credit Service from the date when they become eligible to come under this Plan until the date when they actually elect to do so in writing filed with the Trustees.

This amendment to the Plan became effective on and after January 2, 1959 so that Employees who elected to come under this Plan prior to January 2, 1959, received full credit for their non-Contributed Service to the date when they elected to come within the coverage of this Plan.

Section 7.07 Unfair Labor Practice

In any case where Employees who have been engaged in Covered Employment are deprived of such employment by reason of the commission of an unfair labor practice by the Employer, such Employees shall, for the duration of such deprivation, be deemed to have continued in Covered Employment.

Section 7.08 Statute of Limitations

A Participant or Beneficiary who wishes to challenge the Trustees' decision on appeal of an adverse benefit determination must file his claim within one year of the Trustees' decision.

Section 7.09 Scrivener's Error

In the event of a scrivener's error that renders a Plan term inconsistent with the Trustees' intent, the Trustees' intent controls, and any inconsistent Plan term is made expressly subject to this

requirement. The Trustees have the authority to review objective evidence to conform the Plan term to be consistent with the Trustees' intent. Any determination made by the Trustees shall be given deference in the event it is subject to judicial review and shall be overturned only if it is arbitrary and capricious.

Section 7.10 Funding of Pensions

The Trustees shall establish and carry out a funding policy and method consistent with the objectives of the pension program and requirements of ERISA. All benefits provided by the Plan and all expenses incurred by the Trustees in the administration of the Plan shall be paid directly by the Trustees with the assets of the Fund. The Trustees shall have actuarial valuations prepared periodically to verify that the benefits provided by the Plan and the contributions payable by the Employers are consistent with the minimum funding standards of ERISA and the Code. In the event the Plan is certified by the Plan's actuary to be in endangered or critical status within the meaning of the Code section 432 and ERISA section 305, the Plan shall comply with the applicable requirements of Code section 432 and ERISA section 305, and the Plan shall not be required to meet the minimum funding standards of the Code or ERISA other than as modified pursuant to the referenced sections.

Section 7.11 Gender

Except as the context may specifically require otherwise, use of the masculine or feminine gender shall be understood to include both masculine and feminine genders.

Section 7.12 Recovery of Overpayments

If for any reason benefit payments are made to any person from the Plan in excess of the amount which is due and payable under this Plan, the Trustees shall have full authority, in their sole and absolute discretion, to recover the amount of any overpayment (plus interest at the Applicable Interest Rate as defined in Section 6.15). That authority shall include, but shall not be limited to, (i) the right to reduce benefits payable in the future to the person who received the overpayment, (ii) the right to reduce benefits payable to a surviving Spouse or other beneficiary who is, or may become, entitled to receive payments under the Plan following the death of that person, and/or (iii) the right to initiate a lawsuit or take such other legal action as may be necessary to recover any overpayment (plus interest and costs).

ARTICLE 8
Amendments

Section 8.01 Amendment

This Plan may be amended at any time by the Trustees, consistent with the provisions of the Trust Agreement. However, no amendment may decrease the accrued benefit of any Participant, except:

(a) As necessary to establish or maintain the qualification of the Plan or the Trust Fund under the Internal Revenue Code and to maintain compliance of the Plan with the requirements of ERISA, or

(b) If the amendment meets the requirements of Section 302(c)(8) of ERISA and Section 412(c)(8) of the Internal Revenue Code, and the Secretary of Labor has been notified of such amendment and has either approved it or, within 90 days after the date on which such notice was filed, has failed to disapprove.

Except as permitted by the Regulations, no Plan amendment or transaction having the effect of a Plan amendment (such as a merger, Plan transfer or similar transaction) shall be effective to the extent that it eliminates or reduces any "Code section 411(d)(6) protected benefit" or adds or modifies conditions relating to "Code section 411(d)(6) protected benefits" the result of which is a further restriction on such benefits unless such protected benefits are preserved with respect to benefits accrued as of the later of the adoption date or the effective date of the amendment. "Code section 411(d)(6) protected benefits" are benefits described in Code section 411(d)(6)(A), early retirement benefits and retirement-type subsidies, and optional forms of benefit.

Any amendments required by the Internal Revenue Service in order for the Plan to retain its tax-qualified status under Code section 401(a) may be made retroactively by the Trustees within the applicable remedial amendment period, or as may be agreed with the Internal Revenue Service. Notwithstanding anything in this Plan to the contrary, in the event the Plan is certified by the Plan's actuary to be in endangered or critical status, within the meaning of Code section 432 and ERISA section 305, all benefits provided and accrued under the Plan shall be subject to the requirements of such sections, whether or not the Trustees have formally amended the Plan at such time.

ARTICLE 9
Direct Rollovers

Section 9.01 Distributions

This Article applies to distributions made on or after January 1, 2002. Notwithstanding any provision of the Plan to the contrary that would otherwise limit a distributee's election under this part, a distributee may elect, at the time and in the manner prescribed by the Trustees, to have any portion of an eligible rollover distribution that is equal to at least $500 paid directly to an eligible retirement plan specified by the distributee in a direct rollover.

Section 9.02 Definitions

(a) "Eligible rollover distribution". An eligible rollover distribution is any distribution of all or a 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 10 years or more; any distribution to the extent such distribution is required under section 401(a)(9) of the Code; the portion of any other distribution(s) that is not includible in gross income; and any other distribution(s) that is reasonably expected to total less than $200 during a year.

(b) "Eligible retirement plan". An eligible retirement plan is an individual retirement account described in section 408(a) of the Code, an individual retirement annuity described in section 408(b) of the Code; an annuity plan described in section 403(a) of the Code, or a qualified plan described in section 401(a) of the Code, that accepts the distributee's eligible rollover distribution. However, in the case of an eligible rollover distribution to the surviving Spouse, an eligible retirement plan is an individual retirement account or individual retirement annuity. Effective for distributions made after December 31, 2001, for purposes of a direct rollover under the Plan, an eligible retirement plan shall also mean an annuity contract described in section 403(b) of the Code and an eligible plan under section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan. The definition of eligible retirement plan shall also apply in the case of a distribution to a surviving Spouse, or to a Spouse or former Spouse who is the alternate payee under a qualified domestic relation order, as defined in sections 414(p) of the Code and ERISA section 206(d)(3).

Effective July 1, 2009, in the case of an eligible rollover distribution to a nonspousal distributee (a "Nonspouse Rollover"), an eligible retirement plan is an individual retirement account described in section 408(a) of the Code or an individual retirement annuity described in section 408(b) of the Code that was established for the purpose of receiving the distribution on behalf of such nonspousal distributee. In order for such

eligible retirement plan to accept a Nonspouse Rollover on behalf of a nonspousal distributee, (1) a direct trustee-to-trustee transfer must be made to such eligible retirement plan and shall be treated as an eligible rollover distribution for purposes of the Code, (2) the individual retirement plan shall be treated as an inherited individual retirement account or individual retirement annuity (within the meaning of section 408(d)(3)(C) of the Code) for purposes of the Code, and (3) section 401(a)(9)(B) of the Code (other than clause (iv) thereof) shall apply to such plan. Any Nonspouse Rollover shall be made in accordance with the Pension Protection Act of 2006, Internal Revenue Service Notice 2007-7 and any subsequent guidance. Effective July 1, 2008, Participants can roll over an eligible rollover distribution into a Roth IRA described in Code section 408A to the extent the rollover is permitted under the rules of Code section 408A(e).

(c) "Distributee". A distributee includes an Employee or former Employee. In addition, the Employee's or former Employee's surviving Spouse and the Employee's or former Employee's Spouse or former Spouse who is the alternate payee under a qualified domestic relations order, as defined in Section 414(p) of the Code and ERISA section 206(d)(3), are distributees with regard to the interest of the Spouse or former Spouse. For any direct rollover distributions after December 31, 2009, a "distributee" shall include a non-Spouse Beneficiary, provided, however, that the direct rollover is to an "inherited IRA" within the meaning of Code section 408(d)(3)(C).

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

ARTICLE 10
Reciprocal Pension Benefits

Section 10.01 Purpose

Reciprocal Pension Benefits are provided to Participants under this Plan subject to and in accordance with the terms and provisions of an applicable Reciprocal Agreement duly entered into by and between this Plan and any Related Plan (as defined below) in which the Participant previously earned Service Credit. Reciprocal Pension Benefits shall be awarded to those Participants who would otherwise lack sufficient Service Credit under this Plan to be eligible for any pension benefit thereunder, or who would be eligible for a reduced pension under the terms of this Plan because their years of employment were divided between this Plan and one or more Related Plans.

Section 10.02 Related Plans

By resolution duly adopted, the Trustees recognize one or more other pension plans which have executed a Reciprocal Agreement to which this Plan is a party, as a Related Plan.

Section 10.03 Related Service Credits

Service Credit accumulated and maintained by a Participant under a Related Plan shall be recognized under this Plan as Related Service Credit. The Trustees shall compute a Participant's Related Service Credit on the basis on which such Credit was earned and credited under the Related Plan as certified by the Related Plan to this Plan. No Related Service Credit shall be recognized with respect to employment under the Related Plan that is simultaneously credited as Service Credit under the provisions of this Plan.

Section 10.04 Combined Service Credit

The total of a Participant's Service Credit under this Plan and Related Service Credit under a Related Plan shall together comprise the Participant's Combined Service Credit. No more than one year of Combined Service Credit shall be credited with respect to the same computation period.

Section 10.05 Reciprocal Pension Benefits

An eligible Participant who retires during the period in which a Reciprocal Agreement entered into between this Plan and one or more Related Plans is in effect, may elect to receive a Reciprocal Pension Benefit, as provided below, with respect to any pension benefit provided by this Plan if the Participant would have been eligible for such pension benefit if all his Combined Service Credit were Service Credit under this Plan.

Section 10.06 Service Credit Under This Plan

For purposes of this Article, Service Credit under this Plan shall mean years of employment or fractions thereof under this Plan for which this Plan grants benefit accrual service under its

provisions, other than under this Article. Such Service Credit shall include contributory and non-contributory service to the extent of and for the purpose that such service is credited under this Plan.

Section 10.07 Eligibility

A Participant shall be eligible for Reciprocal Pension Benefits under this Plan if he satisfies all of the following requirements:

(a) The Participant has at least 2 years of Service Credit under this Plan or a related Plan.

(b) The Participant is eligible for and has satisfied the requirements for Reciprocal Pension Benefits under the terms and provisions of the Related Plan, and

(c) The Participant elects Reciprocal Pension Benefits under this Plan and the Related Plan in lieu of any other pension benefit payable under either of such Plans.

The foregoing shall not be construed to require this Plan or the Related Plan to grant Reciprocal Pension Benefits to a Participant who does not satisfy the minimum requirements of this Plan and the Related Plan. Nor shall this Plan be required to recognize non-contributory service under the Related Plan as contributory service for any purpose under this Plan to the extent that this Plan specifically requires contributory service.

Section 10.08 Breaks in Service

A period during which a Participant earns Related Service Credit shall not be counted as a Break in Service under the rules of this Plan. For purposes of determining Breaks in Service under this Plan, re-commencement of service under a Related Plan shall be deemed equivalent to a return to covered employment under this Plan.

Section 10.09 Reciprocal Benefit Amount

The amount of the Reciprocal Pension Benefit shall be calculated at the level of benefits in effect when the Participant last earned Service Credit under this Plan. The amount of the Reciprocal Pension Benefit payable by this Plan shall be the Participant's accrued benefit under this Plan; provided however, that if the Participant is eligible for a 20-, 25-, 30- or 35- year Service Pension on the basis of the Participant's Combined Service Credit the amount of the Reciprocal Pension Benefit shall be 50%, 90%, 95%, or 100%, respectively, of such Service Pension. A Participant may elect to commence payment of a Reciprocal Pension Benefit based on the Participant's Combined Service Credit.

Section 10.10 Form of Benefit Payment

Participant entitled to a Reciprocal Pension Benefit in accordance with this Article, shall be entitled to elect any form of benefit payment provided under this Plan with respect to non-

Reciprocal Pension Benefits, at the same time and in the same manner as all other Participants under this Plan.

ARTICLE 11
Required Minimum Distribution Rules

Section 11.01 General Rules.

(a) Effective Date. The provisions of this Article 11 shall apply for purposes of determining required minimum distributions for calendar years beginning with the 2003 calendar year.

(b) Precedence. The requirements of this Article 11 shall take precedence over any inconsistent provisions of the Plan.

(c) Requirements of Treasury Regulations Incorporated. All distributions required under this Article 11 shall be determined and made in accordance with the Treasury regulations under Code section 401(a)(9).

(d) TEFRA Section 242(b)(2)Elections. Notwithstanding the other provisions of this Article 11, other than paragraph (c) above, distributions may be made under a designation made before January 1, 1984, in accordance with section 242(b)(2) of the Tax Equity and Fiscal Responsibility Act (TEFRA) and the provisions of the Plan that relate to section 242(b)(2) of TEFRA.

Section 11.02 Time and Manner of Distribution.

(a) Required Beginning Date. The Participant's entire interest will be distributed, or begin to be distributed, to the Participant no later than the Participant's Required Beginning Date.

(b) Death of Participant Before Distributions Begin. If the Participant dies before distributions begin, the Participant's entire interest will be distributed, or begin to be distributed, no later than as follows:

(i) If the Participant's surviving Spouse is the Participant's sole designated Beneficiary, then distributions to the surviving Spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age 70½, if later.

(ii) If the Participant's surviving Spouse is not the Participant's sole designated Beneficiary, then distributions to the designated Beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.

(iii) If there is no designated Beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(iv) If the Participant's surviving Spouse is the Participant's sole designated Beneficiary and the surviving Spouse dies after the Participant but before distributions to the surviving Spouse begin, this Section 11.02, other than Section 11.02(b)(1), will apply as if the surviving Spouse were the Participant.

(v) For purposes of this subsection (b) and Section 11.05, distributions are considered to begin on the Participant's Required Beginning Date (or, if Section 11.02(b)(4) applies, the date distributions are required to begin to the surviving Spouse under Section 11.02(b)(1)). If annuity payments irrevocably commence to the Participant before the Participant's required beginning date (or to the Participant's surviving Spouse before the date distributions are required to begin to the surviving Spouse under Section 11.02(b)(1)), the date distributions are considered to begin is the date distributions actually commence.

(c) Form of Distribution. Unless the Participant's interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the Required Beginning Date, as of the first distribution calendar year distributions will be made in accordance with Sections 11.03, 11.04 and 11.05 of this Article 11. If the Participant's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of Code section 401(a)(9) and the Treasury regulations thereunder. Any part of the Participant's interest which is in the form of an individual account described in Code section 414(k) will be distributed in a manner satisfying the requirements of Code section 401(a)(9) and the Treasury regulations that apply to individual accounts.

Section 11.03 Determination of Amount to be Distributed Each Year.

(a) General Annuity Requirements. If the Participant's interest is paid in the form of annuity distributions under the Plan, payments under the annuity will satisfy the following requirements:

(i) the annuity distributions will be paid in periodic payments made at intervals not longer than one year;

(ii) the distribution period will be over a life (or lives) or over a period certain not longer than the period described in Section 11.04 or 11.05;

(iii) once payments have begun over a period certain, the period certain will not be changed even if the period certain is shorter than the maximum permitted;

(iv) payments will either be non-increasing or increase only as follows:

(1) by an annual percentage increase that does not exceed the annual percentage increase in a cost-of-living index that is based on prices of all items and issued by the Bureau of Labor Statistics;

(2) to the extent of the reduction in the amount of the Participant's payments to provide for a survivor benefit upon death, but only if the Beneficiary whose life was being used to determine the distribution period described in Section 11.04 dies or is no longer the Participant's Beneficiary pursuant to a qualified domestic relations order within the meaning of Code section 414(p) and ERISA section 206(d)(3);

(3) to provide cash refunds of Participant contributions upon the Participant's death; or

(4) to pay increased benefits that result from a Plan amendment.

(b) Amount Required to be Distributed by Required Beginning Date. The amount that must be distributed on or before the Participant's Required Beginning Date (or, if the Participant dies before distributions begin, the date distributions are required to begin under Section 11.02(b)(i) or (ii)) is the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval even if that payment interval ends in the next calendar year. Payment intervals are the periods for which payments are received, e.g., bi-monthly, monthly, semi-annually, or annually. All of the Participant's benefit accruals as of the last day of the first distribution calendar year will be included in the calculation of the amount of the annuity payments for payment intervals ending on or after the Participant's Required Beginning Date.

(c) Additional Accruals After First Distribution Calendar Year. Any additional benefits accruing to the Participant in a calendar year after the first distribution calendar year will be distributed beginning with the first payment interval ending in the calendar year immediately following the calendar year in which such amount accrues.

Section 11.04 Requirements For Annuity Distributions That Commence During Participant's Lifetime.

(a) Joint Life Annuities Where the Beneficiary Is Not the Participant's Spouse. If the Participant's interest is being distributed in the form of a joint and survivor annuity for the joint lives of the Participant and a non-Spouse Beneficiary, annuity payments to be made on or after the Participant's Required Beginning Date to the designated Beneficiary after the Participant's death must not at any time exceed the applicable percentage of the annuity payment for such period that would have been payable to the Participant using the table set forth in Q&A-2 of section 1.401(a)(9)-6 of the Treasury regulations. If the form of distribution combines a joint and survivor annuity for the joint lives of the Participant and a non-Spouse Beneficiary and a period certain annuity, the requirement in the preceding sentence will apply to annuity payments to be made to the designated Beneficiary after the expiration of the period certain.

(b) Period Certain Annuities. Unless the Participant's Spouse is the sole designated Beneficiary and the form of distribution is a period certain and no life annuity, the period certain for an annuity distribution commencing during the Participant's lifetime may not

exceed the applicable distribution period for the Participant under the Uniform Lifetime Table set forth in section 1.401(a)(9)-9 of the Treasury regulations for the calendar year that contains the Annuity Starting Date. If the Annuity Starting Date precedes the year in which the Participant reaches age 70, the applicable distribution period for the Participant is the distribution period for age 70 under the Uniform Lifetime Table set forth in section 1.401(a)(9)-9 of the Treasury regulations plus the excess of 70 over the age of the Participant as of the Participant's birthday in the year that contains the Annuity Starting Date. If the Participant's Spouse is the Participant's sole designated Beneficiary and the form of distribution is a period certain and no life annuity, the period certain may not exceed the longer of the Participant's applicable distribution period, as determined under this Section 11.04(b), or the joint life and last survivor expectancy of the Participant and the Participant's Spouse as determined under the Joint and Last Survivor Table set forth in section 1.401(a)(9)-9 of the Treasury regulations, using the Participant's and Spouse's attained ages as of the Participant's and Spouse's birthdays in the calendar year that contains the Annuity Starting Date.

Section 11.05 Requirements For Minimum Distributions Where Participant Dies Before Date Distributions Begin.

(a) Participant Survived by Designated Beneficiary. If the Participant dies before the date distribution of his interest begins and there is a designated Beneficiary, the Participant's entire interest will be distributed, beginning no later than the time described in Section 11.02(b)(1) or (2), over the life of the designated Beneficiary or over a period certain not exceeding:

(i) unless the Annuity Starting Date is before the first distribution calendar year, the life expectancy of the designated Beneficiary determined using the Beneficiary's age as of the Beneficiary's birthday in the calendar year immediately following the calendar year of the Participant's death; or

(ii) if the Annuity Starting Date is before the first distribution calendar year, the life expectancy of the designated Beneficiary determined using the Beneficiary's age as of the Beneficiary's birthday in the calendar year that contains the Annuity Starting Date.

(b) No Designated Beneficiary. If the Participant dies before the date distributions begin and there is no designated Beneficiary as of September 30 of the year following the year of the Participant's death, distribution of the Participant's entire interest will be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(c) Death of Surviving Spouse Before Distributions to Surviving Spouse Begin. If the Participant dies before the date distribution of his interest begins, the Participant's Surviving Spouse is the Participant's sole designated Beneficiary, and the surviving Spouse dies before distributions to the surviving Spouse begin, this Section 11.05 will

apply as if the surviving Spouse were the Participant, except that the time by which distributions must begin will be determined without regard to Section 11.02(b)(i).

Section 11.06 Definitions.

(a) Designated Beneficiary. The individual who is designated as the Participant's Beneficiary under the Plan and is the designated Beneficiary under Code section 401(a)(9) and section 1.401 (a)(9)-1, Q&A-4, of the Treasury regulations.

(b) Distribution calendar year. A calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first distribution calendar year is the calendar year immediately preceding the calendar year which contains the Participant's required beginning date. For distributions beginning after the Participant's death, the first distribution calendar year is the calendar year in which distributions are required to begin pursuant to Section 11.02(b).

(c) Life expectancy. Life expectancy as computed by use of the Single Life Table in Section 1.401(a)(9)-9 of the Treasury regulations.

(d) Required Beginning Date. A Participant's required beginning date shall be the April 1st of the calendar year following the calendar year the Participant attains age 70½.

ARTICLE 12
TOP HEAVY RULES

Section 12.01 Applicability

The provisions of this Article shall apply to any non-collectively bargained participants for any Plan Year if, as of the applicable Determination Date, the Plan constitutes a Top-Heavy Plan.

Section 12.02 Definitions

The following definitions apply to this Article and, unless otherwise specifically stated in another Article hereof, do not apply to any other Article of this Plan.

(a) Determination Date: With respect to each Plan Year, the Determination Date shall be the final day of the immediately preceding Plan Year; provided, however, that with regard to the Plan's initial Plan Year the "Determination Date" shall be the last day of the first Plan Year.

(b) Key Employees. Any Employee or former Employee (including any deceased Employees) of a Contributing Employer who at any time during the Plan Year that includes the Determination Date, with respect to a Contributing Employer is or was:

(i) an officer having annual compensation greater than $130,000 (as adjusted under Code section 416(i)(1) for Plan Years beginning after December 31, 2002),

(ii) a 5% owner, or

(iii) a 1% owner whose aggregate annual compensation from a Contributing Employer is in excess of $150,000.

For this purpose, annual compensation means compensation within the meaning of section 415(c)(3) of the Code.

For purposes of (i) above, no more than the lesser of (A) 50 or (B) the greater of (1) 3 or (2) 10% of the total employees of a Contributing Employer shall be considered owners.

The determination of who is a Key Employee shall be made in accordance with Code section 416(i)(1) and the applicable regulations and other guidance of general applicability issued thereunder.

(c) Non-Key Employee: Any Employee who is not a Key Employee.

(d) Aggregated Plans: All plans of the Contributing Employer satisfying the requirements of Code section 401(a) which (i) are required to be aggregated with the Plan pursuant to Code section 416(g)(2)(A)(i), including each plan in which a Key Employee participates in the Plan Year containing the Determination Date and each other plan which must be considered with such plan in order for such plan to meet the requirements of Code section

401(a)(4) or Code section 410, and (ii) the Trustees elect to aggregate with the Plan pursuant to Code section 416(g)(2)(A)(ii), including any other plan as elected by the Trustees that satisfies the requirements of Code sections 401(a)(4) and 410 when considered together with the plans required to be aggregated as described (i) above. A terminated or frozen plan shall be treated as an Aggregated Plan only in accordance with Treasury Department regulations.

(e) Top-Heavy Plan: The Plan shall constitute a "Top-Heavy Plan" for any Plan Year if, as of the most recent Valuation Date which is within the 12 month period ending on the Determination Date, the sum of (i) the accounts of Key Employees under any Aggregate Plan that is of a defined contribution type; and (ii) the present value of the cumulative accrued benefits of Key Employees under any Aggregate Plan that is of a defined benefit type exceeds 60% of the sum of (i) the accounts of all Employees under any Aggregate Plan that is of a defined contribution type; and (ii) the present value of the cumulative accrued benefits of all Employees under any Aggregate Plan that is of a defined benefit type. The above determinations shall be made in accordance with Code section 416(g).

(f) In determining the present value of Accrued Benefits for Aggregated Plans of the defined benefit variety and accounts for Aggregated Plans of the defined contribution variety, the following rules shall prevail:

(i) The Accrued Benefit for each current Employee shall be computed as if the Employee voluntarily terminated service as of the Determination Date.

(ii) The interest rate to be used shall be 5% and post-retirement mortality shall be determined based on the 1971 Group Mortality Table for Males. There shall be no assumption as to pre-retirement mortality or future increases in cost of living.

(iii) A QJSA within the meaning of Code section 401(a)(11) is the normal form of benefit. For purposes of determining the present value of the accrued benefit, the eligible Spouse of the Participant or former Participant shall be assumed to be the same age as the Participant or former Participant.

Present Benefit Value shall also include, to the extent not otherwise included, any amounts distributed to the Participant or the Participant's Beneficiary under this Plan or an Aggregated Plan during the one-year period ending on the Determination Date. The preceding sentence shall also apply to distributions under a terminated plan which, had it not been terminated, would have been an Aggregated Plan. In the case of any distribution made for a reason other than severance from employment, death, or disability, this provision shall be applied by substituting "5-year period" above for "one-year period."

(iv) Present Benefit Value shall not include the present value of any accrued benefit under a defined benefit plan or the account balance under a defined contribution plan with respect to a Participant who has not performed services for a Contributing Employer at any time during the one-year period ending on the

applicable Determination Date, or with respect to a Participant who is not a Key Employee for a Plan Year, although such person was a Key Employee in a prior Plan Year.

(v) The employer contribution account shall be determined as of the most recent Valuation Date occurring within the 12-month period ending on the Determination Date.

(vi) An adjustment shall be made for any contributions due as of the Determination Date. Such adjustment shall be the amount of any contributions actually made after the Valuation Date but before the Determination Date, except that for the first Plan Year such adjustment shall also reflect the amount of any contributions made after the Determination Date that are allocated as of a date in the first Plan Year.

(vii) The accrued benefit or account balance with respect to any Employee shall be increased by the aggregate distributions made to such Employee from any Aggregated Plan during the 5-year period ending on the Determination Date; provided, however, that any distribution made after a Valuation Date but prior to the Determination Date shall not be counted as a distribution to the extent already included as of the Valuation Date.

(viii) Any Employee contributions, whether voluntary or mandatory, shall be included. However, amounts attributable to tax deductible qualified employee contributions shall not be considered to be a part of the account.

(ix) With respect to unrelated rollovers and plan-to-plan transfers (ones which are both initiated by the Employee and made from a plan maintained by one employer to a plan maintained by another employer), if this Plan provides for rollovers or plan-to-plan transfers, it shall always consider such rollovers or plan-to-plan transfers as a distribution for purposes of this Article.

(x) With respect to related rollovers and plan-to-plan transfers (ones either not initiated by the Employee or made to a plan maintained by the same employer), if this Plan provides the rollover or plan-to-plan transfer, it shall not be counted as a distribution for purposes of this Article 12. If this Plan is the plan accepting such rollover or plan-to-plan transfer, it shall consider such rollover or plan-to-plan transfer as part of the Employee's account, irrespective of the date on which such rollover or plan-to-plan transfer is accepted.

(xi) For purposes of determining whether the employer is the same employer under subsections (9) and (10), above, such Contributing Employer and all affiliated companies shall be treated as the same employer.

(xii) For purposes of this Article, a Beneficiary of any deceased Employee shall be considered a Participant hereunder.

(xiii) Notwithstanding anything herein to the contrary, no individual shall be counted as an Employee or Participant for purposes of this Article 12 if such individual has not performed services for any Contributing Employer at any time during the 5-year period ending on a Determination Date.

(xiv) Proportional subsidies shall be ignored (and only non-proportional subsidies shall be taken into account in testing top-heaviness in a defined benefit plan).

(xv) For purposes of determining whether a Plan is top-heavy, a Participant's accrued benefit in a defined benefit plan will be determined under a uniform accrual method which applies in all defined benefit plans maintained by a Contributing Employer or, where there is no such method, under the fractional rule.

(g) Top-Heavy Plan Year: "Top-Heavy Plan Year" shall mean a Plan Year in which a Year of Service is accrued by the Top-Heavy Participant provided that no Plan Year shall be classified as a Top-Heavy Plan Year if in such Plan Year the Plan was not a Top-Heavy Plan.

(h) Top-Heavy Participant: "Top-Heavy Participant" shall mean each Participant and any Employee who is excluded from being a Participant (or who accrued no benefit) because his compensation was less than a stated amount or any Employee who is excluded from being a Participant because of a failure to make mandatory employee contributions.

(i) Testing Period: "Testing Period" shall mean with respect to a Top-Heavy Participant the 5 consecutive Top-Heavy Plan Years of employment of such Top-Heavy Participant by a Contributing Employer during which the aggregate Top-Heavy Compensation paid by such Contributing Employer to such Top-Heavy Participant was the highest, or if the Plan was a Top-Heavy Plan for less than 5 Top-Heavy Plan Years, the number of Top-Heavy Plan Years. Exclusion of a Plan Year as a Top-Heavy Plan Year because a Year of Service was not accrued or because of (a) or (b), above, shall not be deemed to break the consecutiveness of the surrounding Top-Heavy Plan Years.

(j) Valuation Date: "Valuation Date" shall mean the valuation date used for computing Plan costs for minimum funding purposes of the Plan.

Section 12.03 Minimum Benefit

(a) Subject to the provisions of subsection (b), below, each Participant other than a Key Employee shall accrue in each Plan Year in which the Plan is a Top-Heavy Plan an additional benefit to the extent required to assure that such Participant accrues from this Plan and all other defined benefit plans of the Contributing Employer is an accrued benefit at any point in time equal to an annual retirement benefit (excluding any benefit attributable to a Participant's own contributions) payable in the form of a straight life annuity commencing at the Participant's Normal Retirement Age not less than the product of:

(i) the Participant's average Section 415 Compensation during the Testing Period; and

(ii) 2% multiplied by the number of the Participant's Top-Heavy Plan Years which are included in the definition of Credited Service;

provided that the additional benefit shall not be accrued to the extent that such additional benefit would increase the Participant's annual retirement benefit payable in the form of a straight life annuity commencing at the Participant's Normal Retirement Age to an amount in excess of 20% of the Participant's Section 415 Compensation during the Testing Period.

(b) If the Participant (other than a Key Employee) is also a participant in a qualified defined contribution plan of a Contributing Employer, the additional benefits due under subsection (a), above, shall be reduced by the Actuarial Equivalent of the benefits derived by the Participant under such defined contribution plan calculated on the basis of Actuarial Equivalent under this Plan; provided, however, that if the defined contribution plan's contributions and forfeitures allocated to the account of each such Participant is equal to 5% or more of Top-Heavy Compensation each year the Plan is a Top-Heavy Plan, no additional benefit shall be required under subsection (a), above.

Section 12.04 Required Vesting

Notwithstanding anything herein to the contrary, if the Plan is a Top-Heavy Plan for any Top-Heavy Plan Year, then Participants' accounts shall vest in accordance with the following schedule:

Completed Years of Service	Vested Percentage
less than 2 years	0%
2 years but less than 3 years	20%
3 years but less than 4 years	40%
4 years but less than 5 years	60%
5 years or more	100%

If for any Plan Year the Plan ceases to be a Top-Heavy Plan, a Participant's pension shall not be as set forth in this Article, but shall instead be as set forth in the Plan's non-top heavy benefit formula, provided that any portion of the accrued benefit accrued as of the last day of the Plan Year immediately preceding the Plan Year in which the Plan ceased to be Top-Heavy that was nonforfeitable shall remain nonforfeitable and any Participant with 3 or more years of Vesting Service shall have the right to elect to have his vesting percentage pursuant to the schedule established under this Article rather than pursuant to the Plan's non-top heavy vesting schedule.

APPENDIX A

Age	Factor
30	.0145
31	.0163
32	.0183
33	.0205
34	.0229
35	.0257
36	.0288
37	.0323
38	.0362
39	.0407
40	.0456
41	.0512

Age	Factor
42	.0575
43	.0645
44	.0725
45	.0815
46	.0916
47	.1031
48	.1160
49	.1306
50	.1471
51	.1658
52	.1871
53	.2113

Age	Factor
54	.2387
55	.2701
56	.3058
57	.3467
58	.3936
59	.4475
60	.5096
61	.5811
62	.6638
63	.7596
64	.8707

The above factors should be applied to the Regular Retirement Benefit, but the result should not be less than $400. If a Joint-and-Survivor Pension option is elected, the benefit should then be further reduced by the appropriate option factors.

If the Participant meets the eligibility requirements for an Early Retirement Pension (i.e., age 55 and 15 Pension Credits), the greater of the Early Retirement Pension and the Disability Pension should be awarded to the Participant and not just the Disability Pension computed using the factors stated above.

IN WITNESS WHEREOF, the Trustees have caused this amendment to be signed this 18th day of November, 2014.

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