

**USW District 10
Local 286 Pension Plan**

Amended and Restated Effective January 1, 2014

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Preamble

WHEREAS, the Employers and the Union heretofore established a Pension Plan, effective January 1, 1963 (herein referred to as the "Effective Date"), now known as the USW District 10 Local 286 Pension Plan (formerly known as the Paper Converters Local 286 Pension Plan, and as the PACE Local 2-286 Pension Plan) (herein referred to as the "Plan"); and

WHEREAS, under the terms of the Plan, the Board of Trustees has the ability to amend the Plan;

WHEREAS, the Board of Trustees amended and restated the Plan, effective January 1, 1997, to, among other things, incorporate the applicable provisions of Uruguay Round Agreement Act, the Uniformed Services Employment and Reemployment Rights Act of 1996 ("USERRA"), the Small Business Job Protection Act of 1996 ("SBJPA"), (the Taxpayer Relief Act of 1997 ("TRA '97")) (collectively "GUST"); and

WHEREAS, the Board of Trustees further amended and restated the Plan, effective January 1, 2010, to incorporate the applicable provisions of the Economic Growth and Tax Relief Reconciliation Act of 2001 ("EGTRRA") provisions of the Pension Protection Act of 2006 (the "PPA"), along with applicable provisions contained in the 2008 Cumulative List, Notice 2008-108, 2008-50 C.B. 1275, as well as good faith compliance with the Heroes Earnings Assistance and Relief Tax Act of 2008 (the "HEART Act"); and

WHEREAS, the Board of Trustees desires to further amend and restate the Plan, effective January 1, 2014, to, among other things, incorporate the provisions of the Amendment adopted after the last restatement, to include the applicable provisions contained in the 2013 Cumulative List, IRS Notice 2013-84, and to reflect the changes to certain provisions of the Plan which became necessary due to terms of the Rehabilitation Plan adopted by the Trustees effective November 22, 2010 and the October 1, 2012 Mass Withdrawal of the Employers.

NOW, THEREFORE, effective January 1, 2014, except as otherwise provided, the Board of Trustees, in accordance with the provisions of the Plan pertaining to amendments hereof, hereby amends and restates the Plan in its entirety to provide as follows:

Article I

Definitions

The following words and phrases as used herein shall have the following meanings:

1.1 **"Accrued Benefit"** on behalf of any Participant shall be equal to the Normal Retirement Benefit payable at Normal Retirement Date determined pursuant to Section 5.1. In the event a Participant terminates employment prior to his Normal Retirement Date, the Accrued Benefit shall be equal to the Normal Retirement Benefit computed as of the date of termination of employment.

1.2 **"Act"** means the Employee Retirement Income Security Act of 1974, as it may be amended from time to time.

1.3 **"Actuarial Equivalent"** means a form of benefit differing in time, period, or manner of payment from a specific benefit provided under the Plan but having the same value when computed using the actuarial assumptions set forth in Schedule A attached hereto.

1.4 **"Affiliated Employer"** means an Employer and any corporation which is a member of a controlled group of corporations (as defined in Code Section 414(b)) which includes the Employer; any trade or business (whether or not incorporated) which is under common control (as defined in Code Section 414(c)) with the Employer; any organization (whether or not incorporated) which is a member of an affiliated service group (as defined in Code Section 414(m)) which includes the Employer; and any other entity required to be aggregated with the Employer pursuant to Regulations under Code Section 414(o).

1.5 **"Age"** means age at last birthday.

1.6 **"Annuity Starting Date"** means the first day of the first period for which an amount is paid as an annuity or, in the case of a benefit not payable in the form of an annuity, the first day on which all events have occurred which entitle the Participant to such benefit.

1.7 **"Board of Trustees" or "Trustees"** means the Board comprised of the Trustees of the Plan elected in accordance with Section 2.2 and their successors.

1.8 **"Beneficiary"** means the person designated, as provided in Section 5.3, to receive the benefits which are payable under the Plan upon or after the death of a Participant.

1.9 **"Code"** means the Internal Revenue Code of 1986, as amended.

1.10 **"Collective Bargaining Agreement"** means an agreement between an Employer and the Union representing employees governing the conditions of work and various forms of compensation, and requiring contributions to the Trust Fund for such employees. Such phrase shall be deemed to include those other written agreements, including participation agreements and joinder agreements, between the Trustees and an Employer governing contributions to the Plan on behalf of employees.

1.11 **"Earliest Retirement Age"** means the earliest date on which, under the Plan, the Participant could elect to receive retirement benefits.

1.12 **"Early Retirement Date"** means the first day of the month (prior to Normal Retirement Date) coinciding with or next following the date on which a Participant retires, provided he has attained Age 55 and completed at least five years (5) Years of Service.

1.13 **"Eligible Employee"** means any employee of an Employer whose employment is governed by the terms of the Collective Bargaining Agreement, or is employed by any Union or Employer which has elected to make contributions to the Plan with the consent of the Trustees, and who has not terminated his employment prior to becoming eligible for participation in the Plan.

1.14 **"Employer"** means each Employer which has agreed to be bound by the terms and provisions of this Plan and the corresponding Trust Agreement and is obligated to make contributions to this Plan in accordance with the Collective Bargaining Agreement. "Employer" shall also mean the Union, the United Steel Workers Local 10-286 Federal Credit Union, USW Local 286 Health & Welfare Fund and USW Local 286 Pension Fund, each of which has agreed to be bound by the terms and provisions of this Plan and the corresponding Trust Agreement and

is obligated to make contributions to this Plan in accordance with the participation agreement with the Trustees.

1.15 "Fiduciary" means any person who (a) exercises any discretionary authority or discretionary control respecting management of the Plan or exercises any authority or control respecting management or disposition of its assets, (b) renders investment advice for a fee or other compensation, direct or indirect, with respect to any monies or other property of the Plan or has any authority or responsibility to do so, or (c) has any discretionary authority or discretionary responsibility in the administration of the Plan, including, but not limited to, the Employers, the Trustees and the Plan Administrator.

1.16 "Former Participant" means a person who has been a Participant, but who has ceased to be a Participant for any reason.

1.17 "Fund" or "Trust Fund" means the assets of the Plan held pursuant to the Trust Agreement as the same shall exist from time to time.

1.18 "Hour of Service" means

(a) each hour for which an Eligible Employee is directly or indirectly compensated or entitled to compensation by an Employer or Affiliated Employer for the performance of duties during the applicable computation period;

(b) each hour for which an Eligible Employee is directly or indirectly compensated or entitled to compensation by an Employer or Affiliated Employer (irrespective of whether the employment relationship has terminated) for reasons other than performance of duties (such as vacation, holidays, sickness, jury duty, disability, lay-off, military duty or leave of absence) during the applicable computation period;

(c) each hour for which back pay is awarded or agreed to by an Employer or Affiliated Employer without regard to mitigation of damages.

These hours shall be credited to the Eligible Employee for the computation period or periods to which the award or agreement pertains rather than the computation period in which

the award, agreement or payment is made. The same Hours of Service shall not be credited both under (a) or (b), as the case may be, and under (c).

Notwithstanding the above, no more than 501 Hours of Service are required to be credited to an Eligible Employee on account of any single continuous period during which the Eligible Employee performs no duties (whether or not such period occurs in a single computation period), and Hours of Service are not required to be credited for a payment which solely reimburses an Eligible Employee for medical or medically related expenses incurred by the Employee.

For purposes of this Section, a payment shall be deemed to be made by or due from an Employer or Affiliated Employer regardless of whether such payment is made by or due from the Employer or Affiliated Employer directly, or indirectly through, among others, a trust fund, or insurer, to which the Employer or Affiliated Employer contributes or pays premiums and regardless of whether contributions made or due to the trust fund, insurer, or other entity are for the benefit of particular Eligible Employees or are on behalf of a group of Eligible Employees in the aggregate.

An Hour of Service must be counted for the purpose of determining a Year of Service, a year of Credited Service for purposes of Accrued Benefits, a One-Year Break in Service, and employment commencement date (or reemployment commencement date). The provisions of Department of Labor regulations 2530.200b-2(b) and (c) are incorporated herein by reference.

1.19 "Mass Withdrawal Effective Date" means October 1, 2012, the date on which the Employers no longer had an obligation to contribute to the Plan. As of the Mass Withdrawal Effective Date no Participant shall earn additional benefit accruals and Hours of Service for any purpose under the Plan.

1.20 "Normal Retirement Age" means the Participant's 65th birthday. Prior to the Mass Withdrawal Effective Date, a Participant shall become fully vested in his Normal Retirement Benefit upon attaining his Normal Retirement Age.

1.21 "Normal Retirement Date" means the last day of the month following a Participant's attainment of his Normal Retirement Age and his actual date of retirement.

1.22 "One-Year Break in Service" means the applicable computation period during which an Participant has not completed more than 375 Hours of Service with the Employer or Affiliated Employer. Further, solely for the purpose of determining whether a Participant has incurred a One-Year Break in Service, Hours of Service shall be recognized for "authorized leaves of absence" and "maternity and paternity leaves of absence." Years of Service and One-Year Breaks in Service shall be measured on the same computation period.

"Authorized leave of absence" means an unpaid, temporary cessation from active employment with the Employer pursuant to an established nondiscriminatory policy, whether occasioned by illness, military service, or any other reason. With respect to any Participant who left the employ of an Employer to enter military service, such Participant shall apply for employment with his Employer within the later of ninety (90) days of discharge from military service or the time prescribed by law. Furthermore, such Participant shall supply his Employer upon application for employment with notice of his military service and such other information as is reasonably requested.

A **"maternity or paternity leave of absence"** means, for Plan Years beginning after December 31, 1984, an absence from work for any period by reason of a Participant's pregnancy, birth of the Participant's child, placement of a child with the Participant in connection with the adoption of such child, or any absence for the purpose of caring for such child for a period immediately following such birth or placement. For this purpose, Hours of Service shall be credited for the computation period in which the absence from work begins, only if credit therefore is necessary to prevent the Participant from incurring a One-Year Break in Service, or, in any other case, in the immediately following computation period. No such Hours of Service shall be credited for vesting or benefit accrual purposes. The Hours of Service credited for a "maternity or paternity leave of absence" shall be those which would normally have been credited but for such absence, or, in any case in which the Administrator is unable to determine such hours normally credited, eight Hours of Service per day. The total Hours of

Service required to be credited for a "maternity or paternity leave of absence" shall not exceed 376.

1.23 "Participant" means any Eligible Employee who participates in the Plan as provided in Article III, and has not for any reason become ineligible to participate further in the Plan.

1.24 "Plan" means the USW District 10 Local 286 Pension Plan, including all amendments thereto.

1.25 "Plan Administrator" means the Board of Trustees selected pursuant to Section 2.2 to administer the Plan.

1.26 "Plan Year" means the twelve-month period commencing on January 1st of each year and ending the following December 31st.

1.27 "Pre-Retirement Survivor Annuity" is an immediate annuity form of payment for the life of the surviving Spouse of a Participant who dies prior to his Annuity Starting Date.

1.28 "Regulation" means the Income Tax Regulations as promulgated by the Secretary of the Treasury or his delegate, and as amended from time to time.

1.29 "Retired Participant" means a person who has been a Participant, but who has become entitled to retirement benefits under the Plan.

1.30 "Required Beginning Date" means the April 1 of the calendar year following the calendar year in which the Participant attains Age 70½.

1.31 "Spouse" means the person to whom the Participant is legally married at his Annuity Starting Date, or his date of death, if earlier. A marriage which satisfies the requirements of the jurisdiction where the marriage was contracted shall be recognized as a legal marriage.

1.32 "Terminated Participant" means a person who has been a Participant, but whose employment has been terminated other than by death, Total and Permanent Disability or retirement.

1.33 "Total and Permanent Disability" means eligibility for and receipt of federal Social Security disability benefits.

1.34 "Trust Agreement" means the Agreement and Declaration of Trust of the USW Local 286 Pension Fund, as the same is presently constituted, as it may hereafter be amended, and such additional and successor trust agreements as may be executed for the purpose of providing for the management of the assets of the Plan.

1.35 "Union" means USW District 10 Local 286 and any other Local of the United Steel Workers, as well as any other union, representing Eligible Employees whose participation in the Plan has been approved by the Board of Trustees and who have agreed in writing to meet the terms and conditions set forth by the Board of Trustees for such participation.

1.36 "Vested" means the portion of a Participant's benefits under the Plan that are nonforfeitable.

1.37 "Year of Service" shall have the following meanings when used in this Plan:

(a) When applied to vesting provisions and for purposes of Section 1.12, a "Year of Service" shall mean (1) all periods prior to January 1, 1976 recognized for vesting purposes under the Plan in effect on December 31, 1975, and (2) each Plan Year on or after January 1, 1976 in which the Participant completes three hundred seventy-five (375) or more Hours of Service,

(b) When applied to benefit accrual provisions, a "Year of Credited Service" shall mean:

(1)(A) For any Plan year beginning after December 31, 2007, in which the Participant completes 1,500 Hours of Service, a Participant shall be credited with a Year of Credited Service (or quarters thereof) for Hours of Service completed in such Plan Year in accordance with the following schedule:

Hours of Service Completed During Plan Year	Fractional Year of Credited Service
1500 or more	1 Full Year
1250 - 1499	$\frac{3}{4}$
1000 - 1249	$\frac{1}{2}$
Less than 1000	None

(B) For any Plan Year beginning after December 31, 1976, and ending before January 1, 2008, in which the Participant completes 1,500 Hours of Service, a Participant shall be credited with a Year of Credited Service (or quarters thereof) for Hours of Service completed in such Plan Year in accordance with the following schedule:

Hours of Service Completed During Plan Year	Fractional Year of Credited Service
1500 or more	1 Full Year
1125 - 1499	$\frac{3}{4}$
750 - 1124	$\frac{1}{2}$
375 - 749	$\frac{1}{4}$
Less than 375	None

(2) For Plan Years beginning prior to January 1, 1977, a Participant shall be credited with a Year of Credited Service (or quarters thereof) for each year of continuous employment with an Employer that now or previously contributed to this Plan or, if the Employer went out of business before January 1, 1963, was a party to a Collective Bargaining Agreement with the Union at the time it ceased operations. Such service shall be determined to the nearest quarter of a year from the Employer's records.

(c) If an Eligible Employee transfers to a non-union position with an Employer, his service shall continue to be counted for vesting purposes but it shall not be counted for the purposes of additional benefit accrual.

(d) For the purposes of Section 1.36(a), if a Participant works for an Employer in a job not covered by this Plan and such employment is contiguous with his prior service with such Employer, his Hours of Service in such non-covered job shall be counted.

(e) When applied to vesting provisions and for the purposes of Section 1.12, a "Year of Service" shall include all periods of employment prior to January 1, 1976 during which a Participant was transferred to a non-bargaining unit position by his then-current Employer; provided, however, that this provision is not intended to change the Break in Service rules in effect in any pre-January 1, 1976 plan based on absence from employment.

(f) Notwithstanding the foregoing provisions of this Section 1.37, effective on and after the Mass Withdrawal Effective Date, no Participant's periods of employment shall be recognized under the Plan for the purposes of earning Hours of Service, a Year of Service or a Year of Credited Service.

Article II

Plan Administration

2.1 Powers and Responsibilities of the Trustees

(a) The Board of Trustees shall be empowered to establish and maintain the Trust Fund and Plan and to assure that the Plan is being operated for the exclusive benefit of the Participants and their Beneficiaries in accordance with the terms of the Plan, the Code, and the Act.

(b) The Board of Trustees shall periodically review the performance of any Fiduciary or other person, to whom duties have been delegated or allocated by it under the provisions of this Plan or pursuant to procedures established hereunder. This requirement may be satisfied by formal periodic review by the Board of Trustees or by a qualified person specifically designated by the Trustees.

(c) The Board of Trustees shall establish a funding policy for the Plan.

2.2 Appointment of Trustees and Plan Administrator

(a) The Board of Trustees shall consist of an equal number of Employer and Union representatives. Vacancies arising by the death, resignation or removal of a Trustee who is an Employer representative shall be filled by the Employers and vacancies arising by the death, resignation or removal of a Trustee who is a Union representative shall be filled by the Union.

(b) Any and all acts of the Board of Trustees shall be by a majority of all Trustees. The Board of Trustees may act by a vote taken in a meeting (at which a majority of the members constitute a quorum). The Board of Trustees may also act by unanimous consent in writing without the formality of convening a meeting.

(c) The Board of Trustees shall serve as the Plan Administrator.

2.3 Powers and Duties of the Plan Administrator

The primary responsibility of the Plan Administrator is to administer the Plan for the exclusive benefit of the Participants and their Beneficiaries, subject to the specific terms of the Plan. The Plan Administrator shall administer the Plan in accordance with its terms and shall have the exclusive power and discretion to construe the terms of the Plan and to determine all questions arising in connection with the administration, interpretation, and application of the Plan, to determine any fact at issue and to determine the standard of proof in any case. Any such determination by the Plan Administrator shall be conclusive and binding upon all persons. Benefits under this Plan shall be paid only if the Plan Administrator decides in its discretion that the claimant is entitled to them. The Plan Administrator may establish procedures, correct any defect, supply any information, or reconcile any inconsistency in such manner and to such extent as shall be deemed necessary or advisable to carry out the purpose of the Plan; provided, however, that any procedure, discretionary act, interpretation or construction shall be done in a nondiscriminatory manner based upon uniform principles consistently applied and shall be consistent with the intent that the Plan shall continue to be deemed a qualified plan under the terms of Code Section 401(a), and shall comply with the terms of the Act and all regulations issued pursuant thereto. The Plan Administrator shall have all powers necessary or appropriate to accomplish its duties under this Plan.

The Plan Administrator shall be charged with the duties of the general administration of the Plan, including, but not limited to, the following:

(a) utilize discretion to determine all questions relating to the eligibility of Eligible Employees to participate or remain a Participant hereunder and to receive benefits under the Plan;

(b) compute and certify the amount and the kind of benefits to which any Participant or Beneficiary shall be entitled hereunder;

(c) maintain all necessary records for the administration of the Plan;

(d) interpret the provisions of the Plan and to make and publish such rules for regulation of the Plan as are consistent with the terms hereof;

(e) compute and certify to the Employers, from time to time, the sums of money necessary or desirable to be contributed to the Plan;

(f) consult with the Employers regarding the short and long-term liquidity needs of the Plan;

(g) prepare and distribute to Participants and Beneficiaries a procedure for notifying Participants and Beneficiaries of their rights to elect joint and survivor annuities and Pre-Retirement Survivor Annuities as required by the Act and Regulations thereunder; and

(h) assist any Participant or Beneficiary regarding his rights, benefits, or elections available under the Plan.

2.4 Authority and Responsibilities of the Board of Trustees

The Board of Trustees shall be the "Named Fiduciary" with respect to investment of the Trust Fund assets and shall have the powers and duties set forth in the Trust Agreement.

The "Named Fiduciary" of this Plan is the Board of Trustees which is also the Plan Administrator. The named Fiduciary shall have those specific powers, duties, responsibilities, and obligations as are specifically given it under the Plan. The Plan Administrator shall have the sole responsibility for the administration of the Plan, which responsibility is specifically described in the Plan. The Named Fiduciary warrants that any directions given, information furnished, or action taken by it shall be in accordance with the provisions of the Plan, authorizing or providing for such direction, information or action. The Named Fiduciary shall guarantee the

Fund in any manner against investment loss or depreciation in asset value. In the furtherance of its responsibilities hereunder, the Named Fiduciary shall be empowered to interpret the Plan and Trust Agreement and to resolve ambiguities, inconsistencies and omissions, which findings shall be binding, final and conclusive.

2.5 Records and Reports

The Plan Administrator shall keep a record of all actions taken and shall keep all other books of account, records, and other data that may be necessary for proper administration of the Plan and shall be responsible for supplying all information and reports to the Internal Revenue Service, Department of Labor, Participants, Beneficiaries and others as required by law.

2.6 Appointment of Advisers

The Plan Administrator may appoint counsel, actuaries, specialists, advisers, and other persons as the Plan Administrator deems necessary or desirable in connection with the administration of this Plan.

2.7 Information From Employers

To enable the Plan Administrator to perform its functions, the Employers shall supply full and timely information to the Plan Administrator on all matters relating to Participants, their Hours of Service, including but not limited to their Years of Service, their applicable rates of contribution under the Employer's Collective Bargaining Agreement, their retirement, death, disability, or termination of employment, and such other pertinent facts as the Plan Administrator may require and the Plan Administrator shall advise the Board of Trustees of such of the foregoing facts as may be pertinent to the Board of Trustees' duties under the Plan. The Plan Administrator may rely upon such information as is supplied by an Employer and shall have no duty or responsibility to verify such information.

2.8 Payment of Expenses

All expenses of administration may be paid out of the Trust Fund. Such expenses shall include any expenses incident to the functioning of the Plan Administrator, including, but not limited to, fees of accountants, counsel, actuaries and other specialists and their agents, and other

costs of administering the Plan. Until paid, the expenses shall constitute a liability of the Trust Fund.

2.9 Claims Procedure

Claims for benefits under the Plan may be filed with the Trustees or their delegate on forms supplied by the Trustees. Benefits under this Plan shall be paid only if the Trustees decide in their discretion that the claimant is entitled to them. Written notice of the disposition of a claim shall be furnished to the claimant within ninety (90) days after the application is filed. In the event the claim is denied, the reasons for the denial shall be specifically set forth in the notice in language calculated to be understood by the claimant, pertinent provisions of the Plan shall be cited, and, where appropriate, an explanation as to how the claimant can perfect the claim shall be provided. In addition, the claimant shall be furnished with an explanation of the Plan's claims review procedure.

2.10 Claims Review Procedure

Any Eligible Employee, Participant, Former Participant, or Beneficiary, who has been denied a benefit by a decision of the Trustees or their delegate pursuant to Section 2.9 shall be entitled to request the Trustees to give further consideration to his claim by filing with the Trustees (on a form which may be obtained from the Trustees) a written request for review of a claim denial. The claimant or his representative shall have an opportunity to review all documents in the possession of the Trustees which are pertinent to the claim at issue. Such request, together with a written statement of the reasons why the claimant believes his claim should be allowed, shall be filed with the Trustees no later than sixty (60) days after receipt of the written notification provided for in Section 2.9. The Trustees shall provide the claimant with written notification of its benefit determination on review. Such communication shall be written in a manner calculated to be understood by the claimant and shall include specific reasons for the decision and specific references to the pertinent Plan provisions on which the decision is based.

The Trustees must reach a final decision at its next regularly scheduled meeting following receipt of the claimant's review request, unless such request is received less than 30 days prior to such meeting, in which case the final decision must be rendered no later than at the

second regularly scheduled meeting following receipt of the claimant's review request. If special circumstances require a further extension of time for processing, a benefit determination will be rendered no later than the third meeting following the receipt of your review request. If such an extension of time is required because of special circumstances, the Trustees shall provide the claimant with a written notification of the extension, describing the special circumstances and the date on which the benefit determination will be made, prior to the commencement of the extension. The Trustees shall notify the claimant of the benefit determination as soon as possible, but not later than 5 days after the benefit determination is made. The claimant or his representative shall have an opportunity to review all documents in the possession of the Trustees which are pertinent to the claim at issue and its disallowance.

In making decisions on review, the Trustees shall have full and exclusive discretionary authority to determine all questions of coverage and eligibility. The Trustees shall have the fullest discretion allowed by law: (i) to construe and interpret all Plan provisions, including ambiguous provisions; (ii) to construe and interpret all documents, provisions, rules and regulations, and procedures of the Plan and Trust Agreement; and (iii) to determine all questions of eligibility for benefits. In addition, the Trustees shall have full and exclusive discretionary authority to determine and decide all questions of fact as well as the application of the terms of the Plan and the law to the facts. Any such determination or construction made by the Trustees shall be binding upon all of the parties and beneficiaries to the maximum extent permitted by law, and shall not be overturned by a court unless it is arbitrary and capricious.

Article III

Eligibility

3.1 Conditions of Eligibility

Any Eligible Employee shall be eligible to participate hereunder as of the date his employment commences with an Employer. However, on and after the Mass Withdrawal Effective Date, an Eligible Employee who is not already a Participant, shall not become a Participant in the Plan.

3.2 Determination of Eligibility

The Plan Administrator shall determine the eligibility of each Eligible Employee for participation in the Plan based upon information furnished by the Eligible Employee's Employer. Such determination shall be conclusive and binding upon all persons, as long as the same is made pursuant to the Plan and the Act. Such determination shall be subject to review pursuant to Section 2.9.

3.3 Qualified Military Service

Effective December 12, 1994, notwithstanding any provision of this Plan to the contrary, benefits and service credited with respect to qualified military service shall be provided in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA") and such Participant shall apply for reemployment with his Employer within the time prescribed by USERRA. Furthermore, such Participant shall supply his Employer upon application for reemployment with notice of his military service and such other information as is reasonably requested. Prior to December 12, 1994, the Plan provided vesting and benefit service to Participants whose active participation in the Plan was interrupted by a period of military service in accordance with the applicable laws then in effect.

3.4 HEART Act Provisions

(a) In the case of a death or Disability occurring on or after January 1, 2007, if a Participant dies or becomes Disabled while performing qualified military service (as defined in Code Section 414(u)), the survivors of the Participant are entitled to any additional benefits (other than a pension relating to the period of qualified military service) provided under the Plan as if the Participant had resumed and then terminated employment on account of death or Disability.

(b) If an Employer provides differential pay during military leave, the Plan shall include such pay, on or after January 1, 2009, for applicable Plan purposes.

Article IV

Contributions and Valuation

4.1 Payment of Contributions

(a) No contribution shall be required under the Plan from any Participant. Each Employer shall pay to the Trust Fund from time to time such amounts in cash as shall be determined to be required pursuant to the terms of the applicable Collective Bargaining Agreement. It is hereby declared the policy of the Board of Trustees that the benefits provided under the Plan shall be such that the contributions by Employers shall meet the funding standards set forth in Code Section 412. The Board of Trustees may refuse to accept contributions if either the amount of such contributions or the conditions under which they are tendered are deemed by the Board of Trustees to be contrary to the financial integrity, actuarial soundness or best interests of the Trust Fund or Participants.

(b) Notwithstanding the foregoing provisions of Section 4.1(a), effective as of the Mass Withdrawal Effective Date, all Employers ceased making Collectively Bargained contributions to the Plan. Withdrawal liability payments are not contributions for the purpose of this Section 4.1(b).

4.2 Actuarial Methods

In establishing the liabilities under the Plan, the enrolled actuary selected by the Plan Administrator shall use such methods and assumptions as shall reasonably reflect the cost of the benefits as set forth in Schedule B attached hereto, which may be amended from time to time. The Plan assets are to be valued on the basis of any reasonable method of valuation that takes into account fair market value pursuant to Regulations prescribed by the Secretary of Treasury. There must be an actuarial valuation of the Plan at least once every year.

Article V

Benefits

5.1 Retirement Benefits

(a)(1) Subject to Section 5.1(a)(5), effective with respect to a Participant who earns an Hour of Service on and after January 1, 2008, a Participant's Accrued Benefit, payable at his Normal Retirement Date, shall be a monthly benefit equal to the sum of (A) and (B), below.

(A) the Accrued Benefit earned by the Participant as of December 31, 2007 determined by multiplying (i) times (ii) where

(i) equals the Benefit Accrual Rate (as set forth in Schedule B attached hereto), and

(ii) equals such Participant's Years of Credited Service (or quarters thereof), as of December 31, 2007. Years of Credited Service shall be limited to twenty (20) if the Employer's Hourly Contribution Rate is \$.05 per hour, and

(B) the Accrued Benefit earned by the Participant on and after January 1, 2008 determined as the sum of the product of (i) times (ii) for each Year of Credited Service, subject to (iii) where

(i) equals the Benefit Accrual Rate (as set forth in Schedule B attached hereto) in effect at the time each Year of Credited Service is earned on or after January 1, 2008,

(ii) equals each Year of Credited Service (or quarters thereof) earned at such rate. Years of Credited Service shall be limited to twenty (20) if the Employer's Hourly Contribution Rate is \$0.05 per hour and

(iii) equals the Benefit Accrual Rate to be applied to any particular Year of Credited Service (or quarter thereof) shall be the highest negotiated Contribution Rate paid by a Participant's Employer in effect at any time during the Plan Year during which such Year of Credited Service was earned.

(2) The Accrued Benefit earned by a Participant who completes an Hour of Service on or after January 1, 1999, but prior to January 1, 2008, shall be increased as follows:

(A) the Accrued Benefit attributable to Years of Credited Service completed before January 1, 1985, shall be increased by 10%, plus

(B) the Accrued Benefit attributable to Years of Credited Service completed from January 1, 1985 to December 31, 1994, shall be increased by 20%, plus

(C) the Accrued Benefit attributable to Years of Credited Service completed after December 31, 1994, shall be increased by 30%.

(3) The Accrued Benefit for a Participant whose last Hour of Service is completed on or after January 1, 1995, but prior to January 1, 1999, shall be increased as follows:

(A) the Accrued Benefit attributable to Years of Credited Service completed from January 1, 1985 to December 31, 1994, shall be increased by 10%, plus

(B) the Accrued Benefit attributable to Years of Credited Service completed after December 31, 1994, shall be increased by 20%.

(4) Each Participant retiring at his Normal Retirement Date shall be entitled to receive a monthly benefit in the form of a 5-Year Certain and Life Annuity commencing at his Normal Retirement Date equal to his Accrued Benefit unless a Qualified Joint and Survivor Annuity is in effect in accordance with Section 5.5.

(5) Notwithstanding the foregoing provisions of this Section 5.1, the Participant's Accrued Benefit, payable at his Normal Retirement Date, shall be equal to his Accrued Benefit based on his Credited Service and the applicable Benefit Accrual Rate as of the Mass Withdrawal Effective Date, or his date of termination of employment, if earlier.

(b) A Participant may elect to retire on or after his Early Retirement Date. If a Participant so elects, he may receive payment of his Early Retirement Benefit commencing on the first day of any month coinciding with or next following his Early Retirement Date but prior to his Normal Retirement Date, which Early Retirement Benefit shall equal his Accrued Benefit determined in accordance with Section 5.1(a), reduced by six-tenths of one percent (.60%) for each of the first sixty (60) months his Annuity Starting Date precedes his Normal Retirement Date and three-tenths of one percent (.30%) for each calendar month in excess of sixty (60) by which the Participant's Annuity Date precedes his Normal Retirement Date. If a Participant does not elect to receive an Early Retirement Benefit, he shall be entitled to receive his Accrued Benefit, as of his date of retirement, determined in accordance with Section 5.1(a) at his Normal Retirement Date.

(c) Effective April 11, 2001, in the event a Participant continues in employment with an Employer beyond his Normal Retirement Date, he may elect to begin to receive payment of his Accrued Benefit, subject to the rules in Section 5.5, and such payments shall be adjusted at the close of each Plan Year to reflect additional accruals, if any up to the Mass Withdrawal Effective Date. Notwithstanding the foregoing, if a Participant who continues in employment with an Employer beyond his Normal Retirement Date does not elect to begin to receive payment of his Accrued Benefit during such period of employment, payment of his Normal Retirement benefit shall be suspended until no later the Participant's Required Beginning Date, as provided under Article XII.

(d) If a Former Participant again becomes a Participant, such renewed participation shall not result in duplication of benefits. Accordingly, if he has received a distribution of a Vested Accrued Benefit under the Plan by reason of prior participation, his Normal Retirement Benefit and Accrued Benefit shall be reduced by the Accrued Benefit as of the date of distribution.

(e) The Board of Trustees shall have the right under rules of uniform application to adjust the monthly pension payable hereunder (1) to any Participant who has transferred within one year before retirement from one Employer to another having different rates of contribution to the Trust Fund, or (2) to any Participant whose Employer increases its Hourly Contribution Rate, provided that (i) such Participant continues to work for the Employer for a period of at least three months following such increase and (ii) the Employer continues to contribute such increase for a period of at least 12 months.

(f) Notwithstanding any provision to the contrary in the Plan, a Participant who has incurred a One-Year Break in Service and returns to work for an Employer shall be entitled to receive past service credit for any benefit improvement which occurred subsequent to or during his One-Year Break in Service (including any benefit increases solely attributable to a change in the Employer's Hourly Contribution Rate), after such Participant has accrued two additional Years of Credited Service.

5.2 Disability Retirement Benefit

The Disability Retirement Benefit described in this Section 5.2 shall not be available to any Participant who incurs a Total and Permanent Disability on or after the Mass Withdrawal Effective Date. The following provisions apply to Participants who became entitled to a Disability Retirement Benefit prior to the Mass Withdrawal Effective Date.

(a) Subject to the provisions of Section 5.2(d), any Participant who has completed ten or more Years of Credited Service and who incurs a Total and Permanent Disability resulting in a termination of employment with an Employer shall be entitled to a Disability Retirement Benefit in accordance with the following schedule, commencing with the later of (a) first day of the seventh month following the date such Participant is determined to incur a Total and Permanent Disability, or (b) the first day of the month following the Board of Trustees' receipt of such Participant's application for Disability Retirement Benefits.

Total Disability Incurred	Benefit Per Month
Before January 1, 1999	\$ 75.00
On or after January 1, 1999	\$150.00

(b) Disability Retirement Benefit payable pursuant to this Section 5.2 shall be:

(1) suspended in the event of the Participant's recovery from Total and Permanent Disability with benefits to resume as retirement benefits (either at Early Retirement Date, Normal Retirement Date or Deferred Retirement Date, as the case may be), unless the Participant again suffers Total and Permanent Disability prior to retirement (in which case benefits shall resume upon recurrence of Total and Permanent Disability);

(2) terminated in the event of the Participant's death; and

(3) terminated upon the commencement of Early or Normal Retirement benefits hereunder.

(c) If a Participant who terminated employment as a result of Total and Permanent Disability does not return to employment, such Participant shall be deemed a Terminated

Participant and shall be entitled to retirement benefits, if otherwise eligible, in accordance with Section 5.1.

(d) Notwithstanding the provisions of Sections 5.2(a) and 5.2(b) hereof, Participants subject to Employer Hourly Contribution Rates of \$.05, \$.11 or \$.14 (as set forth in Schedule B attached hereto) shall not be entitled to receive a Disability Retirement Benefit but shall remain eligible for retirement benefits in accordance with Sections 5.1(a) and 5.1(b).

5.3 Pre-Retirement Death Benefits

For deaths occurring on and after the Mass Withdrawal Effective Date, the Plan shall not pay the lump sum death benefits described in this Section 5.3.

(a) The pre-retirement death benefit of a non-Vested Participant who is an Eligible Employee on his date of death and who has completed at least one Year of Credited Service shall be a lump-sum payment of \$10,000 (\$2,000 with respect to Participants who do not earn an Hour of Service on or after to January 1, 1999).

(b) (1) in the case of an unmarried Vested Participant or Former Participant who has completed one Year of Credited Service and who dies prior to becoming eligible for retirement benefits under Sections 5.1(a) or 5.1(b), the pre-retirement death benefit payable under this Plan shall be a lump sum payment of \$10,000 (\$2,000 with respect to Participants who do not earn an Hour of Service on or after to January 1, 1999).

(2) in the case of an unmarried Vested Participant or Former Participant who has completed one Year of Credited Service and who dies after qualifying for retirement benefits under Sections 5.1(a) or 5.1(b), the pre-retirement death benefit payable under this Plan shall be the greater of:

(A) a lump sum payment of \$10,000 (\$2,000 with respect to Participants who do not earn an Hour of Service on or after to January 1, 1999), or

(B) a lump sum payment equal to 60 times the monthly benefit that would have been payable to the Participant under Sections 5.1(a) or 5.1(b), whichever is applicable, calculated as though such Participant's date of death is his date of retirement.

(c) The pre-retirement death benefit for a married Vested Participant or Former Participant shall be a Pre-Retirement Survivor Annuity with annuity payments equal to the

amount which would be payable as a Joint and 100% Survivor Annuity (or Qualified Joint and Survivor Annuity for deaths occurring prior to January 1, 1999) if:

(1) in the case of a Participant who dies after the Earliest Retirement Age, such Participant had retired with an immediate Joint and 100% Survivor Annuity (or Qualified Joint and Survivor Annuity for deaths occurring prior to January 1, 1999) on the day before the Participant's date of death, or

(2) in the case of a Participant who dies on or before the Earliest Retirement Age, such Participant had:

(A) separated from service on the earlier of the actual time of separation or the date of his death,

(B) survived to the Earliest Retirement Age,

(C) retired with an immediate Joint and 100% Survivor Annuity (or Qualified Joint and Survivor Annuity for deaths occurring prior to January 1, 1999) at the Earliest Retirement Age based on his Vested Accrued Benefit on his date of death, and

(D) died on the day after the day on which said Participant would have attained the Earliest Retirement Age.

(3) If the Actuarial Equivalent lump sum present value of the Pre-Retirement Survivor Annuity is less than or equal to \$10,000 then the surviving Spouse shall receive an additional death benefit, in a lump sum, equal to the difference between \$10,000 and the Actuarial Equivalent lump sum present value of the Pre-Retirement Survivor Annuity.

(d)(1) The Beneficiary of the death benefit under Section 5.3(c) shall be the Participant's Spouse, who shall receive such benefit in the form of a Pre-Retirement Survivor Annuity pursuant to Section 5.6.

(2) The Beneficiary of the death benefit under Sections 5.3(a) and 5.3(b) shall be the Beneficiary designated by the Participant in writing in a form prescribed by the Trustees. The Participant may change his designation of Beneficiary by submitting a new designation on a separate form to the Plan Administrator.

(3) In the absence of a valid designation of beneficiary form by a Participant or in the event the Beneficiary predeceases the Participant, the death benefit shall be paid in a lump sum to the estate of such deceased Participant.

(e) Notwithstanding the foregoing provisions of this Section 5.3, for deaths occurring during the period between November 22, 2010 and September 30, 2012, the Plan shall pay the applicable lump sum death benefits described in this Section 5.3 in the form of equal monthly payments over a period of five years in lieu of such lump sum payment.

5.4 Termination of Employment Before Normal Retirement

(a) Except as provided in Section 5.5(c), payment to a Former Participant of the Vested portion of his Accrued Benefit shall begin not later than the 60th day after the close of the Plan Year in which the latest of the following events occurs: (1) the date on which the Participant attains the earlier of Age 65 or the Normal Retirement Age specified herein; (2) the 10th anniversary of the year in which the Participant commenced participation in the Plan; or (3) the date the Participant terminates his service with the Employer unless the Former Participant chooses otherwise. A failure to apply for a benefit shall be construed as a decision to defer distribution, subject to the requirements of Article XII.

(b) For purposes of this Section 5.4, if the value of a Terminated Participant's Vested portion of the Present Value of Accrued Benefit is zero, the Terminated Participant shall be deemed to have received a distribution of such Vested portion of the Present Value of Accrued Benefit.

That portion of a Terminated Participant's Accrued Benefit that is not Vested shall be forfeited and used only to reduce future costs of the Plan.

(c) The Vested portion of any Participant's Accrued Benefit shall be a percentage of such Participant's Accrued Benefit determined on the basis of the Participant's number of Years of Service earned prior to the Mass Withdrawal Effective Date according to the following schedule:

(1) For a Participant subject to a Collective Bargaining Agreement who earns an Hour of Service on or after January 1, 1999, and for a Participant not subject to a Collective Bargaining Agreement such Participants shall have a 100% Vested interest in his Accrued Benefit upon his completion of 5 Years of Service.

(2) For a Participant subject to a Collective Bargaining Agreement who fails to earn an Hour of Service on or after January 1, 1999 such Participants shall have a 100%

Vested interest in his Accrued Benefit upon his completion of 10 Years of Service.

(d) Notwithstanding the vesting schedule above, prior to the Mass Withdrawal Effective Date, a Participant shall be fully (100%) Vested upon the attainment of his Normal Retirement Age.

(e) The computation of a Participant's nonforfeitable percentage of his Accrued Benefit shall not be reduced as the result of any direct or indirect amendment to this Plan. For this purpose, the Plan shall be treated as having been amended if the Plan provides for an automatic change in vesting due to a change in top heavy status. In the event that the Plan is amended to change or modify any vesting schedule, a Participant with at least three Years of Service as of the expiration date of the election period may elect to have his nonforfeitable percentage computed under the Plan without regard to such amendment. If a Participant fails to make such election, then such Participant shall be subject to the new vesting schedule. The Participant's election period shall commence on the adoption date of the amendment and shall end 60 days after the latest of:

- (1) the adoption date of the amendment,
- (2) the effective date of the amendment, or
- (3) the date the Participant receives written notice of the amendment from the

Plan Administrator.

(f) Upon the reemployment of a Former Participant who does not have a nonforfeitable right to any interest in the Plan resulting from Employer contributions, he shall lose his pre-break Years of Service if his consecutive One-Year Breaks in Service equal or exceed the greater of (1) five or (2) the aggregate of his pre-break Years of Service.

5.5 Distribution of Benefits

(a)(1) Unless otherwise elected as provided below, a Participant who is married on the Annuity Starting Date and who does not die before the Annuity Starting Date shall receive his benefits in the form of a Qualified Joint and Survivor Annuity or a Qualified Optional Survivor Annuity, as the Participant may elect, both of which shall be the Actuarial Equivalent of a 5 Year Certain and Life Annuity. Payment of such Qualified Joint and Survivor Annuity or Qualified Optional Survivor Annuity benefits shall continue to the Spouse following the death of the

Participant for the Spouse's lifetime at a rate equal to 50% of the rate at which such benefits were payable to the Participant in the case of the Qualified Joint and Survivor Annuity, and 75% of the rate at which such benefits were payable to the Participant in the case of the Qualified Optional Survivor Annuity. The monthly amount of the pension benefit, once it has become payable, shall not be increased if the Spouse is subsequently divorced from the Participant. If the Spouse predeceases the Participant, the monthly amount paid to the Participant shall be increased to the unreduced monthly amount of the pension which would have been payable to the Participant had he elected a 5 Year Certain and Life Annuity; provided that no such increase shall occur until the Participant submits a written application for such increase and proof of the Spouse's death to the Plan Administrator. The effective date of any such increase shall be the first day of the month following the month in which the Spouse dies. An unmarried Participant shall receive his benefit in the form of a 5 Year Certain and Life Annuity.

(2) Any election to waive the Qualified Joint and Survivor Annuity must be made by the Participant in writing during the election period and be consented to by the Participant's Spouse (except that the Participant's election of the Qualified Optional Survivor Annuity or the Joint and 100% Survivor Annuity does not need spousal consent). If the Spouse is legally incompetent to give consent, the Spouse's legal guardian, even if such guardian is the Participant, may give consent. Such election shall designate a Beneficiary (or a form of benefits) that may not be changed without spousal consent (unless the consent of the Spouse expressly permits designations by the Participant without the requirement of further consent by the Spouse). Such Spouse's consent shall be irrevocable and must acknowledge the effect of such election and be witnessed by a Plan representative or a notary public. Such consent shall not be required if it is established to the satisfaction of the Plan Administrator that the required consent cannot be obtained because there is no Spouse, the Spouse cannot be located, or other circumstances that may be prescribed by Regulations. The election made by the Participant and consented to by his Spouse may be revoked by the Participant in writing without the consent of the Spouse at any time during the election period. The number of revocations shall not be limited. Any new election must comply with the requirements of this paragraph. A former Spouse's waiver shall not be binding on a new Spouse.

(3) The election period to waive the Qualified Joint and Survivor Annuity shall be the 90-day period ending on the Annuity Starting Date.

(4) With regard to the election, the Plan Administrator shall provide to the Participant no less than 30 days and no more than 90 days before the Annuity Starting Date a written explanation of:

- (A) the terms and conditions of the Qualified Joint and Survivor
- (B) the Participant's right to make, and the effect of, an election to waive the Qualified Joint and Survivor Annuity, and
- (C) the right of the Participant's Spouse to consent to any election to waive the Qualified Joint and Survivor Annuity, and
- (D) the right of the Participant to revoke such election, and the effect of such revocation, and
- (E) a description of the Participant's right to defer distribution, and a description of the consequences of failing to defer receipt of a distribution, and
- (F) a description of the relative values of the optional forms of benefits described in Section 5.5(b) in accordance with the requirements set forth in Code Section 417(a)(3), as amended, and Regulation 1.417(a)(3)-1, as amended, as well as any further guidance promulgated by the Internal Revenue Service or the Treasury Department.

For any distribution notice issued in Plan Years beginning after December 31, 2006, any Plan provision requiring notices under Code Sections 402(f) (the rollover notice), 411(a)(11) (Participant's consent to distribution), and 417 (notice under the joint and survivor annuity rules) shall be implemented no more than 180 days prior to the Annuity Starting Date.

(5) The Annuity Starting Date may be less than 30 days after receipt of the written explanation described above, provided that:

(A) the Plan Administrator clearly informs the Participant that the Participant has a right to a period of 30 days after receiving the notice to consider whether to waive the Qualified Joint and Survivor Annuity and elect, with Spouse's consent, a form of distribution other than a Qualified Joint and Survivor Annuity.

(B) the Participant is permitted to revoke an affirmative distribution election at least until the Annuity Starting Date, or, if later, at any time prior to the expiration of the 7-day

period that begins the day after the written explanation of the Qualified Joint and Survivor Annuity is provided to the Participant, and

(C) the Annuity Starting Date is after the date that the explanation of the Qualified Joint and Survivor Annuity is provided to the Participant. However, the Annuity Starting Date may be before the date that any affirmative distribution election is made by the Participant and before the date that the distribution is permitted to commence under (D) below, and

(D) distribution in accordance with the affirmative election does not commence before the expiration of the 7-day period that begins the day after the explanation of the Qualified Joint and Survivor Annuity is provided to the Participant.

Notwithstanding the above, the Annuity Starting Date may be a date prior to the date the written explanation is provided to the Participant if the distribution does not commence until at least 30 days after such written explanation is provided, subject to the waiver for the 30-day period as provided for above.

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) than 7 days after such explanation is provided.

(b) In the event a married Participant duly elects pursuant to paragraph (a)(2) above not to receive his benefit in the form of a Qualified Joint and Survivor Annuity, or a Qualified Optional Survivor Annuity, or if such Participant is not married, in the form of a 5 Year Certain and Life Annuity, pursuant to the election of the Participant, the Board of Trustees shall distribute to a Participant an amount which is the Actuarial Equivalent of the monthly retirement benefit provided in Section 5.1 in one of the following forms of payment:

(1) "Single Life Annuity" which provides unreduced monthly payments for the life of the Participant.

(2) "5-Year or 10-Year Certain and Life Annuity" which provides reduced monthly pension payments for the life of the Participant with a guaranteed minimum number of monthly payments equal to 60 or 120, as elected by the Participant. If the Participant dies before

a total of 60 or 120 (as elected by the Participant) monthly payments are made, payments due for the remaining guaranteed period will be made to the Participant's Beneficiary.

(3) "Joint and 50% Survivor Annuity" which provides reduced monthly pension payments during the Participant's lifetime with 50% of the amount of such payments continuing to be paid after the Participant's death to the Participant's Beneficiary

(4) "Joint and 100% Survivor Annuity" which provides reduced monthly pension payments during the Participant's lifetime with 100% of the amount of such payments continuing to be paid after the Participant's death to the Participant's Spouse. If the Spouse predeceases the Participant, the monthly amount paid to the Participant shall be increased to the unreduced monthly amount of the pension which would have been payable to the Participant had he elected a 5 Year Certain and Life Annuity

(5) "Lump Sum Payment" If the Actuarially Equivalent lump sum of the Participant's Accrued Benefit is greater than \$1,000 but not greater than \$1,750 (\$5,000 before the Mass Withdrawal Effective Date) at his Annuity Starting Date, the Participant may elect to receive his retirement benefit in the form of a lump sum. Such election is not subject to the spousal consent provisions under Section 5.5(a)(2).

(c) If the Actuarially Equivalent lump sum of the Participant's Accrued Benefit does not exceed \$1,000, the Plan Administrator shall immediately distribute such benefit without such Participant's consent. No distribution may be made under the preceding sentence after the Annuity Starting Date.

5.6 Distribution of Benefits Upon Death

(a) Unless otherwise elected as provided below, a Vested Participant who dies before the Annuity Starting Date and who has a surviving Spouse shall have his death benefit paid to his surviving Spouse in the form of a Pre-Retirement Survivor Annuity. The Participant's surviving Spouse may direct that the payment of the Pre-Retirement Survivor Annuity commence any time after the month in which the Participant would have attained the Earliest Retirement Age under the Plan. If the surviving Spouse does not so direct, payment of such benefit will commence at the time the Participant would have attained Normal Retirement Age.

(b) If the Actuarial Equivalent lump sum of the Pre-Retirement Survivor Annuity does not exceed \$1,750 (\$5,000 prior to Mass Withdrawal Effective Date), the Plan Administrator shall

direct the immediate distribution of such amount to the Participant's Spouse. No distribution may be made under the preceding sentence after the Annuity Starting Date.

5.7 Direct Rollover Option

(a) Notwithstanding any provision of the Plan to the contrary that would otherwise limit a Distributee's election under this Section, a Distributee may elect, at the time and in the manner prescribed by the Trustees, to have any portion of an Eligible Rollover Distribution paid directly to an Eligible Retirement Plan specified by the Distributee in a direct rollover.

(b) Definitions.

(1) An "Eligible Rollover Distribution" means any distribution of all or any portion of the balance to the credit of the Distributee, except that an Eligible Rollover Distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the Distributee and the Distributee's designated beneficiary, or for a specified period of ten (10) years or more; any distribution to the extent such distribution is required under Code Section 401(a)(9); and the portion of any distribution that is not includible in gross income. Notwithstanding the foregoing, effective January 1, 2007, any distribution made to a non-Spouse Beneficiary that satisfies the conditions described herein shall be an Eligible Rollover Distribution only for the purposes of Code Section 402(c).

(2) An "Eligible Retirement Plan" means an individual retirement account described in Code Section 408(a), an individual retirement annuity described in Code Section 408(b), an annuity plan described in Code Section 403(a), an annuity contract described in Code Section 403(b), an eligible plan under Code Section 457(b) which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan or a qualified trust described in Code Section 401(a), 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. For Eligible Rollover Distributions made on or after January 1, 2007, an Eligible Retirement Plan shall also mean an individual retirement account established on behalf of a non-Spouse Beneficiary as described in Code Section 401(c)(11). Effective for distributions made on or after January 1, 2009,

a Distributee may elect to have all or a portion of an Eligible Rollover Distribution rolled over to a Roth IRA described in Code Section 408A. However, for distributions made prior to January 1, 2010, the Distributee shall not be eligible to make the rollover contribution to a Roth IRA if the Distributee's modified adjusted gross income exceeds \$100,000 or the Distributee is a married individual filing a separate federal tax return.

(3) A "Distributee" includes an Eligible Employee or former Eligible Employee. In addition, the Eligible Employee's or former Eligible Employee's surviving Spouse and the Eligible Employee's or former Eligible Employee's Spouse or former spouse who is the alternate payee under a Qualified Domestic Relations Order, as defined in Code Section 414(p), are Distributees with regard to the interest of the Spouse or former spouse. Effective for Eligible Rollover Distributions made on or after January 1, 2007, the Participant's or former Participant's non-Spouse Beneficiary is a Distributee with regard to the interest of the non-Spouse Beneficiary.

5.8 Distribution for Minor Beneficiary

In the event a distribution is to be made to a minor, then the Plan Administrator may direct that such distribution be paid to the legal guardian, or if none, to a parent of such Beneficiary or a responsible adult with whom the Beneficiary maintains his residence, or to the custodian for such Beneficiary under the Uniform Gift to Minors Act or Gift to Minors Act, if such is permitted by the laws of the state in which said Beneficiary resides. Such a payment to the legal guardian, custodian or parent of a minor Beneficiary shall fully discharge the Employer and Plan from further liability on account thereof.

5.9 Location of Participant or Beneficiary Unknown

In the event that all, or any portion, of the distribution payable to a Participant or his Beneficiary hereunder shall, at the later of the Participant's attainment of Age 65 or his Normal Retirement Age, remain unpaid solely by reason of the inability of the Plan Administrator, after sending a registered letter, return receipt requested, to the last known address, and after further diligent effort, to ascertain the whereabouts of such Participant or his Beneficiary, the amount so distributable shall be forfeited and shall be used to reduce the cost of the Plan. In the event a

Participant or Beneficiary is located subsequent to his benefit being forfeited, such benefit shall be restored.

5.10 Suspension of Benefits on Reemployment

The following is effective April 11, 2001.

(a) If a Participant who is receiving a pension upon his Early Retirement Date is reemployed before his Normal Retirement Date as an Eligible Employee, benefits otherwise payable to the Participant shall be suspended during this period of reemployment. Upon his subsequent Retirement Date, his pension shall be recalculated on the basis of his current age and Years of Credited Service credited (if any) during such period of reemployment, and the provisions of the Plan as then in effect, but shall be reduced by the Actuarial Equivalent of payments previously made prior to his Normal Retirement Date. The resumed benefit payments shall be paid in the form determined pursuant to Section 5.5.

(b) Each Participant receiving benefits under the Plan shall be required to give notice to the Board of Trustees of any employment relationship which such Participant has with an Employer.

(c) A Participant may ask the Trustees in writing to make a determination as to whether specific contemplated employment will be qualified reemployment. The Trustees shall respond to such a request in writing within sixty (60) days of its receipt of the request.

(d) Except with respect to the suspension of payment of Disability Retirement Benefits when Participants are no longer eligible for Social Security Disability Insurance Benefits, the application of this Section is hereby repealed with respect to the suspension of the payment of Plan benefits which had accrued under the Plan as of August 14, 1995 according to the provisions of Section 5.11(d) (as amended by the January 1, 1989 amendment and restatement of the Plan) in the version of the Plan then in effect. In order to effectuate the repeal, the Plan shall hereby make payment of retroactive benefits (including any appropriate interest or actuarial increase) beginning as of June 1, 2004, (or, if later, the first day on which the Participant became eligible to commence benefits) to any affected Participant with respect to the above-described benefits he had accrued as of August 14, 1995. These payments shall be made according to the procedures described in Amendment No. 2 to the January 1, 1997 Plan restatement.

Article VI

Code Section 415 Limitations

6.1 Annual Benefit

(a) Effective date. The limitations of this Article VI apply in Limitation Years beginning on or after January 1, 2008, except as otherwise provided herein.

(b) Annual Benefit. The Annual Benefit otherwise payable to a Participant under the Plan at any time shall not exceed the Maximum Permissible Benefit. If the benefit the Participant would otherwise accrue in a Limitation Year would produce an Annual Benefit in excess of the Maximum Permissible Benefit, then the benefit shall be limited (or the rate of accrual reduced) to a benefit that does not exceed the Maximum Permissible Benefit.

(c) Adjustment if in two defined benefit plans. If the Participant is, or has ever been, a Participant in another qualified defined benefit plan (without regard to whether the plan has been terminated) maintained by the Employer or a predecessor Employer, the sum of the Participant's Annual Benefits from all such plans may not exceed the Maximum Permissible Benefit. Where the Participant's employer-provided benefits under all such defined benefit plans (determined as of the same age) would exceed the Maximum Permissible Benefit applicable at that age, the Employer shall limit a Participant's benefit in accordance with the terms of the Plans.

(d) In applying the provisions of this Article VI with respect to a Participant, benefits and contributions attributable to such Participant from all Employers maintaining the Plan shall be taken into account.

(e) Grandfather of limits prior to January 1, 2008. The application of the provisions of this Article VI shall not cause the Maximum Permissible Benefit for any Participant to be less than the Participant's Accrued Benefit under all the defined benefit plans of the Employer or a Predecessor Employer as of the end of the last Limitation Year beginning before January 1, 2008 under provisions of the plans that were both adopted and in effect before April 5, 2007. The preceding sentence applies only if the provisions of such defined benefit plans that were both adopted and in effect before April 5, 2007 satisfied the applicable requirements of statutory provisions, Regulations, and other published guidance relating to Code Section 415 in effect as of

the end of the last Limitation Year beginning before January 1, 2008, as described in Regulations Section 1.415(a)-1(g)(4).

6.2 Maximum Permissible Benefit

The statutory maximum amount of yearly retirement income payable during any Limitation Year, with respect to benefits earned for service with an Employer, shall be determined in accordance with the provisions of this Section 6.2

(a) Basic Limitation

Regardless of any other provision of this Plan, in no event shall the combined annual benefit payable with respect to a Participant on a single life basis, under this and any other defined benefit plan to which an Employer contributes, exceed the lesser of:

(1) \$185,000, as adjusted, effective January 1 of each year, under Code Section 415(d) in such manner as the Secretary of the Treasury shall prescribe (the "Defined Benefit Dollar Limitation"); or

(2) One hundred percent (100%) of the Participant's average Compensation during the three consecutive calendar years in which such Compensation is the highest. Notwithstanding the foregoing, the Compensation Limitation in Section 6.2(a)(2) shall not be applied to the determination of the maximum limit of a Participant's annual benefit with respect to Plan Years beginning after December 31, 2001.

For a Participant who is employed by an Employer for less than three consecutive years, the period of the Participant's high-three years of service is the actual number of consecutive years of service (including fractions of years, but not less than one year). In the case of a Participant who has had a Severance from Employment date, and who is subsequently rehired by an Employer, the period of the Participant's high-three years of service is calculated by excluding any years for which the Participant performs no services for and receives no Compensation from an Employer (the break period), and by treating the year of service immediately prior to and the year of service immediately after the break period as if the years were consecutive. A limitation as adjusted under Code Section 415(d) shall apply to Limitation Years ending with or within the calendar year for which the adjustment applies.

(b) Secondary Limitations

The Basic Limitation shall be reduced or increased, as applicable, for the following situations if they are applicable.

(1) Adjustment to Defined Benefit Dollar Limitation for Early Retirement.

If the retirement benefit of a Participant begins prior to age 62, the Defined Benefit Dollar Limitation applicable to the Participant at such an earlier age is an annual benefit payable in the form of a Single Life Annuity beginning at the earlier age that is the Actuarial Equivalent of the Defined Benefit Dollar Limitation at age 62. The reduced Defined Benefit Dollar Limitation that is the actuarial equivalent of such limitation at age 62 shall be the lesser of:

(i) the equivalent amount using an interest rate of 5% and the applicable mortality table; or

(ii) the Defined Benefit dollar Limitation multiplied by the ratio of the annual amount of the immediately commencing Single Life Annuity under the Plan to the annual amount of the Single Life Annuity under the Plan commencing at age 62, with both annual amounts determined without applying the rules of Code Section 415. The adjusted Single Life Annuities under this subparagraph shall be determined in the manner prescribed in Treas. Reg. §1.415(b)-1(d).

(2) Adjustment to Defined Benefit Dollar Limitation for Deferred (Late) Retirement.

If the retirement benefit of a Participant begins after the Participant attains age 65, the Defined Benefit Dollar Limitation shall be adjusted so that it is the Actuarial Equivalent of the Defined Benefit Dollar Limitation beginning at age 65. The increased Defined Benefit Dollar Limitation that is the Actuarial Equivalent of such limitation at age 65 shall be the lesser of:

(i) the equivalent amount using an interest rate of 5% and the applicable mortality table; or

(ii) the Defined Benefit Dollar Limitation multiplied by the ratio of the annual amount of the adjusted immediately commencing Single Life Annuity under the Plan to the annual amount of the adjusted age 65 Single Life Annuity, with both annual amounts determined without applying the rules of Code Section 415. The adjusted Single Life Annuities described in this subparagraph shall be determined in the manner prescribed in Treas. Reg. §1.415(b)-1(e)(2).

(3) Adjustment for Benefit Paid Other than as a Single Life Annuity.

For purposes of applying the limitations of this Section 6.2, a Participant's retirement benefit shall be adjusted to a Single Life Annuity beginning at the same age which is actuarially equivalent to such benefit.

(i) If the Participant's retirement benefit is paid in a form that is not subject to Code Section 417(e)(3), the Actuarially Equivalent Single Life Annuity is the greater of (A) the annual amount of the Single Life Annuity (if any) payable to the Participant commencing at the same Annuity Starting Date as the form of benefit payable to the Participant; or (B) the annual amount of the Single Life Annuity commencing at the same Annuity Starting Date that has the same actuarial present value as the form of benefit payable to the Participant, computed using an interest rate of 5% and the applicable mortality table.

(ii) For distributions with an Annuity Starting Date after December 31, 2005, if the Participant's retirement benefit is paid in a form that is subject to Code Section 417(a)(3), the Actuarial Equivalent Single Life Annuity is the greatest of the annual amount of the Single Life Annuity commencing at the Annuity Starting Date that has the same actuarial present value as the form of benefit payable computed using (A) the interest rate and mortality table specified in the Plan for purposes of actuarial equivalence, (B) an interest rate of 5.5% and the applicable mortality table, or (C) the applicable interest rate and the applicable mortality table, divided by 1.05. However, for a distribution with an Annuity Starting Date occurring in Plan Years beginning in 2004 or 2005, the Actuarial Equivalent Single Life Annuity is the greater of the annual amount of the Single Life Annuity that has the same actuarial present value as the form of benefit payable using (A) the interest rate and mortality table specified in the Plan for purposes of actuarial equivalence, or (B) an interest rate of 5.5% and the applicable mortality table.

(iii) No actuarial adjustment to the retirement benefit is required for (A) survivor benefits payable to a surviving Spouse under a qualified joint and survivor annuity to the extent that such benefits would not be payable if the Participant's benefit were not paid in the form a qualified joint and survivor annuity, (B) ancillary benefits that are not directly related to retirement benefits, and (C) the inclusion in the form of benefit of an automatic benefit increase, as described in Regulation. §1.415(b)-1(c)(5).

(4) Adjustment of Limitation for Years of Service or Participation.

(i) Defined Benefit Dollar Limitation. If a Participant has completed fewer than 10 years of participation in the Plan, the Participant's projected annual benefit under paragraph (a) (the Basic Limitation) shall not exceed the Defined Benefit Dollar Limitation as adjusted by multiplying the limitation by a fraction, the numerator of which is the Participant's number of years (or part thereof) of participation in the Plan, and the denominator of which is 10. To the extent provided by the Secretary of the Treasury, this subparagraph (b)(4)(i) shall be applied separately, with respect to each change in the benefit structure of the Plan.

(ii) Other Defined Benefit Limitations. If a Participant has completed fewer than 10 years of service with an Employer, the limitations described in Code Sections 415(b)(1)(B) and 415(b)(4) shall be adjusted by multiplying those limitations by a fraction, the numerator of which is the Participant's number of years of service (or part thereof) and the denominator of which is 10.

(iii) Limitations on Reductions. In no event shall subparagraphs (i) and (ii) reduce the limitations provided under Code Sections 415(b)(1) and 415(b)(4) to an amount less than 1/10th of the application limitation (as determined without regard to this subparagraph (b)(4)).

6.3 Definitions

For purposes of this Article VI, the following definitions apply.

(a) "**Compensation**" means, with respect to any Participant, such Participant's wages as defined in Code Section 3401(a) and all other payments of compensation by the Employer (in the course of the Employer's trade or business) for a Plan Year for which the Employer is required to furnish the Participant a written statement under Code Sections 6041(d), 6051(a)(3) and 6052. Compensation must be determined without regard to any rules under Code Section 3401(a) that limit the remuneration included in wages based on the nature or location of the employment or the services performed (such as the exception for agricultural labor in Code Section 3401(a)(2)). Compensation for any self-employed individual shall be equal to his Earned Income.

Notwithstanding the above, effective January 1, 1998, the term Compensation shall include any elective deferrals as defined under Code Section 402(g) and any amount contributed or

deferred by the Employer at the election of the Participant and which is not includible in the gross income of the Participant by reason of Code Sections 125, 132(g), 408(b) or 457.

On and after January 1, 2001 Compensation shall include amounts deferred under Code Section 132(f)(4). Further, for purposes of this definition of Compensation, amounts under Code Section 125 include any amounts not available to a Participant in cash in lieu of group health insurance coverage because the Participant is unable to certify that he has other health coverage. An amount shall be treated as an amount under Code Section 125 only if the Employer does not request or collect information regarding the Participant's other health coverage as part of the enrollment process for the health plan.

Compensation in excess of the limitation under Code Section 401(a)(17) shall be disregarded. Such amount shall be adjusted at the same time and in such manner as permitted under Code Section 415(d), except that the dollar increase in effect on January 1 of any calendar year shall be effective for the Plan Year beginning with such calendar year and the first adjustment to the limitation shall be effective on January 1, 1990. For any short Plan Year the Compensation limit shall be an amount equal to the Compensation limit for the calendar year in which the Plan Year begins multiplied by the ratio obtained by dividing the number of full months in the short plan Year by 12.

Effective January 1, 2002 for benefits payable on or after that date, the annual Compensation limit for calendar year 2002 and all prior calendar years shall not be less than \$200,000.

In addition to other applicable limitations set forth in the Plan, and notwithstanding any other provision of the Plan to be contrary, for Plan Years beginning on or after January 1, 1994 but prior to January 1, 2002, the annual Compensation of each Participant taken into account under the Plan shall not exceed the OBRA '93 annual Compensation limit. The OBRA '93 annual Compensation limit is \$150,000, as adjusted by the Commissioner for increases in the cost of living in accordance with Code Section 401(a)(17)(B). The cost of living adjustment in effect for a calendar year applies to any period, not exceeding 12 months, over which Compensation is determined (determination period) beginning in such calendar year. If a determination period consists of fewer than 12 months, the OBRA '93 annual Compensation limit shall be multiplied by

a fraction, the numerator of which is the number of months in the determination period, and the denominator of which is 12.

With respect to Limitation Years beginning on and after January 1, 2008, 415 Compensation shall be adjusted for the following types of compensation paid after a Participant's Severance from Employment with the Employer maintaining the Plan (or any other entity that is treated as the Employer pursuant to Code Sections 414(b), (c), (m) or (o)). However, amounts described in subsections (1) and (2) below may only be included in 415 Compensation to the extent such amounts are paid by the later of 2-1/2 months after Severance from Employment or by the end of the Limitation Year that includes the date of such Severance from Employment. Any other payment of compensation paid after Severance from Employment that is not described in the following types of compensation is not considered 415 Compensation within the meaning of Code Section 415(c)(3), even if payment is made within the time period specified above.

(1) Regular pay. 415 Compensation shall include regular pay after Severance from Employment if:

(i) The payment is regular compensation for services during the Participant's regular working hours, or compensation for services outside the Participant's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar payments; and

(ii) The payment would have been paid to the Participant prior to a Severance from Employment if the Participant had continued in employment with the Employer.

(2) Leave cashouts. Leave cashouts shall be included in 415 Compensation if those amounts would have been included in the definition of 415 Compensation if they were paid prior to the Participant's Severance from Employment, and the amounts are payment for unused accrued bona fide sick, vacation, or other leave, but only if the Participant would have been able to use the leave if employment had continued.

(b) **"Limitation Year"** means the Plan Year.

(c) **"Severance from Employment"** means, with respect to any individual, cessation from being an Eligible Employee of the Employer maintaining the Plan. An Eligible Employee does not have a Severance from Employment if, in connection with a change of employment, the Eligible Employee's new employer maintains this multiemployer Plan.

6.4 Aggregation

Pursuant to Regulation Section 1.415-8(e), this Plan shall not be aggregated with any other multiemployer plan for any purposes. Effective for Plan Years beginning prior to January 1, 2000, to the extent this Plan is aggregated with a single employer plan, benefits under the Plan shall not be reduced unless required to prevent disqualification under Regulation Section 1.415-9.

6.5 Incorporation By References

Notwithstanding anything contained in this Article VI to the contrary, the limitations, adjustments and other requirements prescribed in this Article VI shall at all times comply with the provisions of Code Section 415 and the Regulations thereunder, the terms of which are specifically incorporated herein by reference.

Article VII

Plan Amendment

The Board of Trustees shall have the right at any time to amend this Plan subject to the limitations of this Article. Any such amendment shall become effective as provided therein upon its execution.

No amendment to the Plan shall be effective if it authorizes or permits any part of the Trust Fund (other than such part as is required to pay taxes and administration expenses) to be used for or diverted to any purpose other than for the exclusive benefit of the Participants or their Beneficiaries or estates; or causes any reduction in the Accrued Benefit of any Participant (except to the extent permitted under Code Section 412(c)(8)); or causes or permits any portion of the Trust Fund to revert to or become property of any Employer.

Except as permitted by 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 if it eliminates or reduces any "Section 411(d)(6) protected benefit" or adds or modifies conditions relating to "Section 411(d)(6) protected benefits" the result of which is a further restriction on such benefit unless such protected benefits are preserved with respect to benefits accrued as of the later of the adoption date or effective date of the amendment. "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.

Notwithstanding the preceding sentences, a Participant's retirement income, early retirement benefit, retirement-type subsidy, or optional form of benefit may be reduced to the extent permitted under Code Section 432(e)(8) or as permitted under Regulation Sections 1.411(d)-3 and 1.411(d)-4.

Article VIII

Plan Termination

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 to the extent funded as of such date shall be nonforfeitable, and the funds remaining in the Trust Fund shall be allocated in a manner consistent with Title IV of the Act.

In the event the Plan is terminated, the Trustees shall, after payment of expenses of administration, distribute the assets in the Trust Fund in immediate or deferred annuities or in cash or periodic payments, as the Trustees may determine. The Trustees shall instruct a qualified actuary to determine the value of nonforfeitable benefits and the value of Plan assets. In making the valuations, the actuary shall abide by all regulations prescribed by the Pension Benefit Guaranty Corporation. All values shall be determined as of the end of the Plan Year during which the Plan has terminated within the meaning of Section 4041A(d) of the Act and in each Plan Year thereafter. Plan assets shall include outstanding claims for withdrawal liability.

If the actuary determines that the value of nonforfeitable benefits exceeds the value of Plan assets, the Trustees shall amend the Plan to reduce benefits under the Plan to the extent necessary to ensure that the Plan's assets are sufficient, as determined and certified in accordance with regulations prescribed by the Pension Benefit Guaranty Corporation, to discharge when due all of the Plan's obligations with respect to nonforfeitable benefits. However, any Plan amendments required by this Article VIII shall be in accordance with regulations prescribed by the Secretary of

the Treasury and shall reduce benefits only to the extent necessary to comply with Title IV of the Act, and then only to the extent that those benefits are not eligible for the Pension Benefit Guaranty Corporation's guarantee under Title IV of the Act.

Article IX

Merger, Consolidation or Transfer of Assets

Before this Plan can be merged or consolidated with any other qualified plan or its assets or liabilities transferred to any other qualified plan, the Plan Administrator must secure (and file with the Secretary of Treasury at least thirty (30) days beforehand) a certification from an enrolled actuary that the benefits which would be received by a Participant of this Plan, in the event of a termination of the Plan immediately after such transfer, merger or consolidation, are at least equal to the benefits the Participant would have received if the Plan had terminated immediately before the transfer, merger or consolidation, and such transfer, merger or consolidation does not otherwise result in the elimination or reduction of any "Section 411(d)(6) protected benefits" as described in Article VII.

Article X

Employer Withdrawal Liability

10.1 In General

(a) An Employer that withdraws from the Plan after December 31, 1979, in either a complete or partial withdrawal shall owe and pay withdrawal liability to the Plan, as determined under this Article and the Act, as amended by the Multiemployer Pension Plan Amendments Act of 1980.

(b) For purposes of this Article, all corporations, trades or businesses that are under common control, as defined in regulations of the PBGC, are considered a single Employer, and the entity resulting from a change in business form described in Section 4218(1) of the Act is considered to be the original Employer.

10.2 Complete Withdrawal Defined

(a) Except as elsewhere provided in this Section the complete withdrawal of an Employer occurs if the Employer:

- (1) permanently ceases to have an obligation to contribute under the Plan, or
- (2) permanently ceases all covered operations under the Plan.

(b) The date of the complete withdrawal of an Employer is the date the Employer's obligation to contribute ceased or the date its covered operations ceased, whichever is earlier.

(c) For purposes of this Section, a withdrawal is not considered to occur solely because the Employer temporarily suspends contributions during a labor dispute involving its employees.

(d) In the case of a sale of an Employer, whether a withdrawal occurs shall be determined consistent with the applicable provisions of the Act.

10.3 Amount of Liability for Complete Withdrawal

(a) General. The amount of an Employer's liability for a complete withdrawal shall be its initial liability amount, reduced in accordance with Section 10.3(b). The amount shall be determined as of the end of the Plan Year preceding the date of the Employer's withdrawal.

(b) Initial Liability Amounts. The initial liability amount is:

(1) "Old" Employer. In the case of an Employer that was obligated to contribute for any part of the Plan Year ended December 31, 1979, the sum of

(A) its proportional share of the balance of the Plan's unfunded vested liability as of December 31, 1979 plus,

(B) the sum of its proportional share of the balance of the changes in the Plan's unfunded vested liability and of the reallocated liability amounts for each Plan Year that ended after December 31, 1979 and before the date of the Employer's withdrawal.

(2) "New" Employer. In the case of any other Employer, the sum of its proportional shares of the changes in the Plan's unfunded vested liability and of the reallocated amounts for each Plan Year that ended after December 31, 1979 and before the date of the Employer's withdrawal.

(C) Unfunded Vested Liability Defined.

(1) For purposes of this Article, the term "vested benefit" means a benefit for which a Participant has satisfied the conditions for entitlement under this Plan (other than submission of a formal application, retirement, or completion of a required waiting period) whether or not the benefit may subsequently be reduced or suspended by a Plan amendment, an occurrence of any condition, or operation of law and whether or not the benefit is considered "vested" or "nonforfeitable" for any other purpose under the Plan.

(2) The Plan's liability for vested benefits as of a particular date is the actuarial value of the vested benefits under this Plan as of that date. Actuarial value shall be determined on the basis of methods and assumptions approved by the Board of Trustees for purposes of this Article, upon recommendation of the Plan's enrolled actuary.

(3) The unfunded vested liability shall be the amount, not less than zero, determined by subtracting the value of the Plan's assets from the Plan's liability for vested benefits. The Plan's assets are to be valued on the basis of rules adopted for this purpose by the Board of Trustees upon recommendation of the enrolled actuary.

(d) Balance of Plan's Unfunded Vested Liability. The balance of the Plan's unfunded vested liability as of December 31, 1979 is the amount determined as of December 31, 1979 reduced by five percent (5%) of such amount for each succeeding complete Plan Year.

(e) Annual Change in Unfunded Vested Liability.

(1) The change in the Plan's unfunded vested liability for a Plan Year is the amount (which may be less than zero) determined by subtracting from the unfunded vested liability as of the end of the Plan Year the sum of:

(A) the balance (as of the end of the Plan Year) of the unfunded vested liability as of December 31, 1979, plus

(B) the sum of the balances (as of the end of the Plan Year) of the changes in the unfunded vested liability for each Plan Year that ended after December 31, 1979 and before the Plan Year for which the change is determined.

(2) The balance of the change in the Plan's unfunded vested liability for a Plan Year is the change in the Plan's unfunded vested liability for that year reduced by five percent (5%) of such amount for each succeeding complete Plan Year.

(f) Reallocated Liability Amount. For each Plan Year ended after December 31, 1979 the reallocated liability amount is:

(1) any amount of unfunded vested liability assigned to a withdrawn Employer that the Board of Trustees determine in the Plan Year to be uncollectible for reasons arising out of cases or proceedings under Title 11, United States Code, or similar proceedings;

(2) any amount of unfunded vested liability that the Board of Trustees determine in the Plan Year shall not be assessed as a result of the limitations on liability described in Sections 4209, 4219(c)(1)(B), or 4225 of the Act against an Employer to whom a notice of liability under Section 4219 of the Act has been sent; and

(3) any amount that the Board of Trustees determine to be uncollectible or unassessable in the Plan Year for other reasons under standards not inconsistent with such regulations as may be prescribed by PBGC. The balance of the reallocated liability amount for a Plan Year is the reallocated liability amount for that year reduced by five percent (5%) of such amount for each succeeding complete Plan Year.

(g) Apportionment of Unfunded Liability to Employer that has Withdrawn.

(1) Old Liability. An Employer's proportional share of the balance of the Plan's unfunded vested liability as of December 31, 1979 shall be determined by multiplying the balance of the Plan's unfunded vested liability as of that date by a fraction:

(A) the numerator of which is the total contributions that the Employer was obligated to make to the Plan for the five Plan Years ended December 31, 1979 and

(B) the denominator of which is the total of Employer contributions reported in the audited financial statements of the Plan for the five Plan Years ended December 31, 1979.

(2) Liability Changes and Reallocated Uncollectibles. An Employer's proportional share of the change in the unfunded vested liabilities and of the reallocated liability amount for a Plan Year ending after December 31, 1979 shall be determined by multiplying each of those amounts, if any, as determined for a Plan Year by a fraction:

(A) the numerator of which is the total contributions that the Employer was obligated to make to the Plan for the Plan Year in which the change or reallocation arose and the four preceding Plan Years ("Apportionment Base Period"); and

(B) the denominator of which is the total adjusted Employer contributions to the Plan with respect to the Apportionment Base Period, determined as follows:

(i) The total contributions shall be all Employer contributions actually received by the Plan in the Apportionment Base Period.

(ii) Notwithstanding paragraph (i) of this paragraph (B), with respect to any Plan Year ended on or before December 31, 1979, the total Employer contributions shall be as reported in the annual audit reports of the Plan for those Plan Years. The total for any Plan Year ending after December 31, 1979 shall be reduced by the amount of any Employer contributions included, consistent with these provisions, in any previous annual total.

(3) Certain Contributions Excluded. Notwithstanding paragraphs (1) and (2) of this Subsection (g), the numerators of the fractions described in those paragraphs shall not include contributions that the Employer was obligated to make under a Collective Bargaining Agreement for which there was a permanent cessation of the obligation to contribute before September 26, 1980, if and to the extent that the Employer demonstrates that its total contribution obligation included contributions properly allocable to such a collective bargaining agreement.

(h) Limitations on the Amount of Withdrawal Liability.

(1) Deductible. From the initial liability amount, there shall be deducted the lesser of:

(A) \$50,000, or

(B) $\frac{3}{4}$ of 1 percent of the Plan's unfunded vested liability as of the end of the Plan Year preceding the Employer's withdrawal, less the excess of the initial amount over \$100,000.

(2) The amount of initial liability remaining after application of paragraph (1) of this Subsection (h) shall be reduced, to the extent applicable, in accordance with Section 4219(c)(1)(B) of the Act.

(3) The amount of initial liability remaining after application of paragraph (1) of this Subsection (h) shall be reduced in accordance with Section 4225 of the Act, if and to the extent that the Employer demonstrates that additional limitations under the Section apply.

10.4 Satisfaction of Withdrawal Liability

(a) Withdrawal liability shall be payable in installments, in accordance with Section 10.5. The total amount due in each twelve-month period beginning on the date of the first installment shall be the product of:

(1) the highest rate at which the Employer was obligated to contribute to the Plan in the period of ten consecutive Plan Years ending with the Plan Year in which the withdrawal occurred, multiplied by

(2) the Employer's average annual contribution base for the three consecutive Plan Years, within the ten consecutive Plan Years ending before the Plan Year in which the withdrawal occurred, during which the Employer's contribution base was the highest, except that the number of installment payments due in the final year shall be reduced to assure that the total payments will not exceed the Employer's total amortized withdrawal liability.

(b) If, in connection with the Employer's withdrawal, the Plan transfers benefit liabilities to another plan to which the Employer will contribute, the Employer's withdrawal liability shall be reduced in an amount equal to the value of the unfunded vested benefits that are transferred, determined as of the end of the Plan Year preceding the withdrawal on the same basis as the determination of the Plan's unfunded vested liability under Section 10.3 hereof.

10.5 Notice and Collection of Withdrawal Liability

(a) General. Notice of withdrawal liability, reconsideration, determination of the amortization period, and the maximum years of payment shall be as provided in section 4219 of the Act and in this Section 10.5.

(b) Arbitration. A dispute between an Employer and the Plan concerning a determination of withdrawal liability shall be submitted to arbitration as provided in Section 4221 of the Act, to be conducted in accordance with rules adopted by the Board of Trustees not inconsistent with regulations of the Pension Benefit Guaranty Corporation. No issue concerning the computation of withdrawal liability may be submitted for arbitration unless the matter has been reviewed by the Trustees in accordance with Section 4219(b)(2) of the Act and any Plan rules adopted thereunder.

(c) Schedule of Payment.

(1) Withdrawal liability shall be paid in equal quarterly installments. Notwithstanding the pendency of any review, arbitration or other proceedings, payment shall begin on the first day of the month that begins at least ten days after the date notice of, and demand for, payment is sent to the Employer. Interest shall accrue on any late payment from the date the payment was due until the date paid, at the rate described in Subsection (d)(2), below.

(2) If, following review, arbitration, or other proceedings, the amount of the Employer's withdrawal liability is determined to be different from the amount set forth in the notice and demand, adjustment shall be made by reducing or increasing the total number of installment payments due. If the Employer has paid more than the amount finally determined to be its withdrawal liability, the Plan shall refund the excess with interest at the rate used to determine the amortization period under Subsection (a) of this Section 10.5.

(d) Default.

(1) An Employer is in default on its withdrawal liability if:

(A) any installment is not paid when due,

(B) the Trustees have notified the Employer of its failure to pay the liability on the date it was due, and

(C) the Employer has failed to pay the past-due installment within 60 days after its receipt of the late-payment notice.

(2) Interest shall be charged on any amount in default from the date the payment was due to the date it is paid at an annual rate based on prevailing market rates for comparable obligations determined by the Board of Trustees in accordance with the regulations prescribed by the Pension Benefit Guaranty Corporation.

(3) In the case of a default on withdrawal liability, the Plan may require immediate payment of some or all installments that would otherwise be due in the future.

(4) In addition to the events described in paragraph (1) of this Subsection (d), an Employer is in default if the Employer, voluntarily or involuntarily, shall petition or have a petition filed against it to be adjudicated a bankrupt or insolvent and such petition is not vacated within ten days, or, if a Receiver or Trustee shall be appointed for the Employer's business or property and such appointment is not vacated within ten days, or if a corporate reorganization of the Employer or an arrangement with its creditors shall be approved by a court under the Federal

Bankruptcy Act, either as such Act exists or under any amendment or re-enactment thereof, or under any other Act or Acts, either as a bankrupt or as an insolvent, or if the Employer shall make an assignment for the benefit of its creditors.

(e) In any suit by the Board of Trustees to collect withdrawal liability, including a suit to enforce an arbitrator's award and a claim asserted by the Board of Trustees in an action brought by an Employer or other party, if judgment is awarded in favor of the Plan, the Employer shall pay to the Plan, in addition to the unpaid liability and interest thereon as determined under Subsection (d)(2) of this Section 10.5, liquidated damages equal to the greater of:

- (1) the amount of interest charged on the unpaid balance, or
- (2) twenty percent (20%) of the unpaid amount awarded. The Employer shall also pay attorney's fees and all costs incurred in the action, as awarded by the court. Nothing in this Section shall be construed as a waiver or limitation of the Plan's right to any other legal or equitable relief.

(f) Prepayment. An Employer may prepay all or part of its withdrawal liability, without penalty.

(g) The Board of Trustees may adopt rules providing other terms and conditions for an Employer to satisfy its withdrawal liability. Such rules shall be consistent with the purposes and standards of the Act, and shall not be inconsistent with regulations of the Pension Benefit Guaranty Corporation.

(h) Other Terms and Conditions. The Board of Trustees may require that an Employer to post a bond or provide the Plan other security for payment of its withdrawal liability, if:

- (1) the Employer's payment schedule would extend for longer than eighteen months;
- (2) the Employer is the subject of a petition under the Bankruptcy Code, or similar proceedings under state or other federal laws; or
- (3) substantially all of the Employer's assets are sold, distributed or transferred out of the jurisdiction of the courts of the United States.

10.6 Partial Withdrawal

(a) Definition. Except as otherwise provided in this Section, there is a partial withdrawal by an Employer on the last day of a Plan Year if for such Plan Year:

- (1) there is a 70-percent contribution decline, or
 - (2) there is a partial cessation of the Employer's contribution obligation.
- (b) Further Definition. For purposes of Subsection (a):

(1)(A) There is a 70-percent contribution decline for any Plan Year if during each Plan Year in the three-year testing period the hours on the basis of which the Employer is obligated to contribute to the Plan do not exceed 30 percent of such hours for the high base year.

(B) For purposes of paragraph (A):

(i) The term "three-year testing period" means the period consisting of the Plan Year and the immediately preceding two Plan Years.

(ii) The number of hours referred to in paragraph (A) for the high base year is the average number of such hours for the two Plan Years for which they were the highest within the five Plan Years immediately preceding the beginning of the three-year test period. The pertinent hours for Plan Years ended before December 31, 1979 shall be deemed to be equal to the Employer's hours for the Plan Year ended December 31, 1979.

(iii) Covered hours or work under a Collective Bargaining Agreement with respect to which the Employer's contribution obligation permanently ceased before September 26, 1980, or at a facility for which the Employer permanently ceased to be obligated to contribute (or permanently ceased all covered operations) before September 26, 1980, shall not be taken into account if, and to the extent that, the Employer demonstrates the number of hours allocable to such agreements or facility.

(2)(A) There is a partial cessation of the Employer's contribution obligation for the Plan Year if, during such year:

(i) the Employer permanently ceases to have an obligation to contribute under one or more, but fewer than all, collective bargaining agreements under which the Employer has been obligated to contribute under the Plan but continues to perform work in the jurisdiction of the Collective Bargaining Agreement of the type for which contributions were previously required or transfers such work to another location, or

(ii) the Employer permanently ceases to have an obligation to contribute under the Plan with respect to work performed at one or more, but fewer than all, of its

facilities, but continues to perform work at the facility of the type for which the obligation to contribute ceases.

(B) For purposes of paragraph (A), a cessation of obligations under a Collective Bargaining Agreement shall not be considered to have occurred solely because one Agreement that requires contributions to the Plan has been substituted for another such Agreement.

10.7 Liability Adjustments and Abatement

(a) Successive Withdrawals. If, after a partial withdrawal, an Employer again incurs liability for a complete or partial withdrawal, the liability incurred as a result of the later withdrawal(s) shall be adjusted to the extent necessary to avoid duplication of liability.

(b) Abatement of Partial Withdrawal Liability. The liability of an Employer for a partial withdrawal under Section 10.6(a)(1) shall be reduced or eliminated in accordance with Section 4208 of the Act.

(c) Abatement after renewed or increased participation. If an Employer that has withdrawn from the Plan later renews the obligation to contribute, the unpaid balance of the Employer's liability incurred on account of the earlier withdrawal shall be reduced in accordance with rules adopted by the Board of Trustees pursuant to regulations of the Pension Benefit Guaranty Corporation.

10.8 Mass Withdrawal

Notwithstanding any other provision of this Article, if all or substantially all contributing Employers withdraw from the Plan pursuant to an agreement or arrangement, as determined under Sections 4209 and 4219(c)(1)(D) of the Act, the withdrawal liability of each such Employer shall be adjusted in accordance with such Sections of the Act.

10.9 Notice to Employers

(a) Any notice that must be given to an Employer under this Article or under Subtitle E of Title IV of the Act shall be effective if given to the specific member of a commonly controlled group that has or has had the obligation to contribute under the Plan.

(b) Notice also shall be given to any other member of the controlled group that the Employer identifies and designates to receive notices hereunder, in accordance with a procedure adopted by the Board of Trustees.

10.10 Zero Unfunded Present Value of Vested Benefits

Effective January 1, 1995, in the event the Plan's enrolled actuary determines that as of December 31 of any year the unfunded present value of vested benefits for withdrawal liability purposes is zero, then the unamortized amount of the Plan's unfunded vested benefits determined as of the Plan Year ended December 31, 1979, as determined under Section 4211(b)(3) of the Act, the unamortized amounts of changes in the Plan's unfunded vested benefits for Plan Years ending after December 31, 1979, as determined under Section 4211(b)(2) of the Act, and the unamortized amounts of the reallocated unfunded vested benefits, as determined under Section 4211(b)(4) of the Act, shall all become "0".

Article XI

Miscellaneous

11.1 Participant's Rights

This Plan shall not be deemed to constitute a contract between any Employer and any Participant, Eligible Employee or employee or to be a consideration or an inducement for the employment of any Participant, Eligible Employee or employee. Nothing contained in this Plan shall be deemed to give any Participant, Eligible Employee or employee the right to be retained in the service of any Employer or to interfere with the right of any Employer to discharge any Participant, Eligible Employee or employee at any time regardless of the effect which such discharge shall have upon him as a Participant of this Plan.

11.2 Alienation

(a) Subject to the exceptions provided below, no benefit which shall be payable out of the Trust Fund to any person (including a Participant or his Beneficiary) shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, or charge, and any attempt to anticipate, alienate, sell, transfer, assign, pledge, encumber, or charge the same shall be void; and no such benefit shall in any manner be liable for, or subject to, the debts, contracts,

liabilities, engagements, or torts of any such person, nor shall it be subject to attachment or legal process for or against such person, and the same shall not be recognized by the Plan Administrator, except to such extent as may be required by law.

(b) Section 11.2(a) shall not apply to a "qualified domestic relations order" defined in Code Section 414(p). The Plan Administrator shall establish a written procedure to determine the qualified status of domestic relations orders and to administer distributions under such qualified orders. Further, to the extent provided under a "qualified domestic relations order", a former spouse of a Participant shall be treated as the Spouse or surviving Spouse for all purposes under the Plan.

Effective April 6, 2007, a domestic relations order that otherwise satisfies the requirements for a qualified domestic relations order ("QDRO") shall not fail to be a QDRO:

(a) solely because the order is issued after, or revised, another domestic relations order or QDRO; or

(b) solely because of the time at which the order is issued, including issuance after the Annuity Starting Date or after the Participant's death.

All rights and benefits, including elections, provided to a Participant shall be subject to the rights afforded to any "alternate payee" under a "qualified domestic relations order." Furthermore, a distribution to an "alternate payee" shall be permitted if such distribution is authorized by a "qualified domestic relations order," even if the affected Participant has not reached the Earliest Retirement Age. For the purposes of this Section 11.2, "alternate payee" shall have the meaning set forth under Code Section 414(p).

11.3 Construction of Plan

This Plan shall be construed and enforced according to the Act and the laws of the Commonwealth of Pennsylvania, other than its laws respecting choice of law, to the extent not preempted by the Act.

11.4 Gender and Number

Wherever any words are used herein in the masculine, feminine or neuter gender, they shall be construed as though they were also used in another gender in all cases where they would so

apply, and whenever any words are used herein in the singular or plural form, they shall be construed as though they were also used in the other form in all cases where they would so apply.

11.5 Legal Action

In the event any claim, suit, or proceeding is brought regarding the Plan established hereunder to which the Plan Administrator may be a party, and such claim, suit, or proceeding is resolved in favor of the Plan Administrator, the Plan Administrator shall be entitled to be reimbursed from the Trust Fund for any and all costs, attorney's fees, and other expenses pertaining thereto incurred by the Plan Administrator for which the Plan Administrator shall have become liable.

11.6 Prohibition Against Diversion of Funds

(a) Except as provided below and otherwise specifically permitted by law, it shall be impossible by operation of the Plan by termination, by power of revocation or amendment, by the happening of any contingency, by collateral arrangement or by any other means, for any part of the corpus or income of any Trust Fund maintained pursuant to the Trust Agreement or any funds contributed thereto to be used for, or diverted to, purposes other than the exclusive benefit of Participants, Retired Participants, Terminated Participants or their Beneficiaries.

(b) In the event an Employer shall make an excessive contribution under a mistake of fact pursuant to Section 403(c)(2)(A) of the Act, the Employer may demand repayment of such excessive contribution at any time within one year following the time of payment and the Board of Trustees shall return such amount to the Employer within the one-year period.

11.7 Bonding

Every Fiduciary, except a bank or an insurance company, unless exempted by the Act and regulations thereunder, shall be bonded in an amount not less than 10% of the amount of the funds such Fiduciary handles; provided, however, that the minimum bond shall be \$1,000 and the maximum bond, \$500,000. The amount of funds handled shall be determined at the beginning of each Plan Year by the amount of funds handled by such person, group, or class to be covered and their predecessors, if any, during the preceding Plan Year, or if there is no preceding Plan Year, then by the amount of the funds to be handled during the then current year. The bond shall provide

protection to the Plan against any loss by reason of acts of fraud or dishonesty by the Fiduciary alone or in connivance with others. The surety shall be a corporate surety company (as such term is used in Act Section 412(a)(2)), and the bond shall be in a form approved by the Secretary of Labor. Notwithstanding anything in the Plan to the contrary, the cost of such bonds shall be an expense of and be paid from the Fund.

11.8 Receipt and Release for Payments

Any payment to any Participant, his legal representative, Beneficiary, or to any guardian or committee appointed for such Participant or Beneficiary in accordance with the provisions of the Plan, shall, to the extent thereof, be in full satisfaction of all claims hereunder against the Board of Trustees and the Participant's Employer, either of whom may require such Participant, legal representative, Beneficiary, guardian or committee, as a condition precedent to such payment, to execute a receipt and release thereof in such form as shall be determined by the Board of Trustees.

11.9 Headings

The headings and subheadings of this Plan have been inserted for convenience of reference and are to be ignored in any construction of the provisions hereof.

Article XII

Minimum Distribution Requirements

12.1 General Rules

(a) **Effective Date.** The provisions of this Article 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 will take precedence over any inconsistent provisions of the Plan.

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

12.2 Time and Manner of Distribution

(a) Required Beginning Date. The Participant's entire interest shall 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 shall be distributed, or begin to be distributed, no later than as follows:

(1) If the Participant's surviving Spouse is the Participant's sole designated Beneficiary, then distributions to the surviving Spouse shall 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.

(2) If the Participant's surviving Spouse is not the Participant's sole designated Beneficiary, then except as provided in Section 12.2(b)(3), distributions to the designated Beneficiary shall begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.

(3) 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 shall be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(4) If the Participant's surviving Spouse is the Participant's sole designated Beneficiary and the surviving Spouse dies after the Participant but before distributions to the surviving Spouse begins, this Section 12.2, other than Section 12.2(b), shall apply as if the surviving Spouse were the Participant.

For purposes of this Section 12.2(b) and Section 12.5, distributions are considered to begin on the Participant's Required Beginning Date (or if Section 12.2(b)(iv) applies, the date distributions are required to begin to the surviving Spouse under Section 12.2(b)(1)). If annuity payments irrevocably commence to the Participant before the Participant's Required Beginning Date (or the Participant's surviving Spouse before the date distributions are required to begin to the surviving Spouse under Section 12.2(b)(1)) the date distributions are considered to begin is the date distributions actually commence.

(c) Forms of Distribution. Unless the Participant's interest is distributed in a single sum on or before the Required Beginning Date, as of the first distribution calendar year distributions shall be made in accordance with Sections 12.3 and 12.4 and 12.5 of this Article.

12.3 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 shall satisfy the following requirements:

(1) The annuity distributions shall be paid in periodic payments made at intervals not longer than one year;

(2) the distribution period shall be over a life (or lives) or over a period certain not longer than the period described in Section 12.4 or 12.5;

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

(4) payments shall either be non-increasing or increase only as follows:

(i) 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;

(ii) 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 12.4 dies or is no longer the Participant's Beneficiary pursuant to a qualified domestic relations order within the meaning of Code Section 414(p); or

(iii) 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 12.2(b)(1) or (2)) 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 shall 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 shall be distributed beginning with the first payment interval ending in the calendar year immediately following the calendar year in which such amount accrues.

12.4 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 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 Regulation Section 1.401(a)(9)-6T. 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 shall 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 Regulation Section 1.401(a)(9)-9 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 Regulation Section 1.401(a)(9)-9 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 12.4(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 Regulation Section 1.401(a)(9)-9, 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.

12.5 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 or her interest begins and there is a designated Beneficiary, the Participant's entire interest shall be distributed, beginning no later than the time described in Section 12.2(b)(1) or (2), over the life of the designated Beneficiary or over a period certain not exceeding:

(1) 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

(2) 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 shall 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 Spouses Begin. If the Participant dies before the date distribution of his or her 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 12.5 shall 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 12.2(b)(1).

12.6 Definitions

(a) Designated Beneficiary. The individual who is designated as the Beneficiary under Section 5.3 and is the designated Beneficiary under Code Section 401(a)(9) and Regulation Section 1.401(a)(9)-1, Q&A-4.

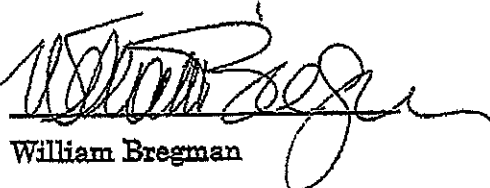
(b) Distribution calendar year. A calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first distribution calendar year is the calendar year immediately preceding the calendar year which contains the Participant's Required Beginning 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 12.2(b).

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

(d) Required Beginning Date. The date specified in Section 1.30.

IN WITNESS WHEREOF, the parties hereto have caused this Plan document to be executed this _____ day of _____, 201__.

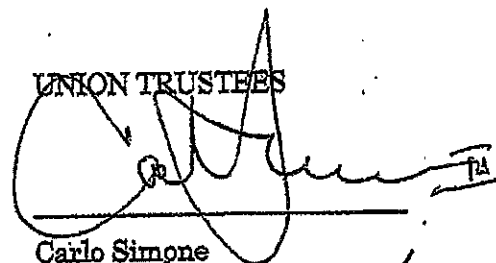
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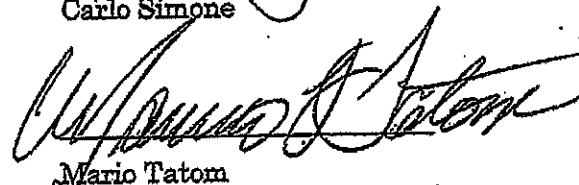

William Bregman

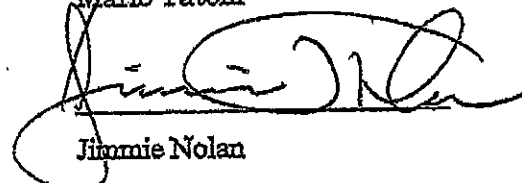

Michael Ferman

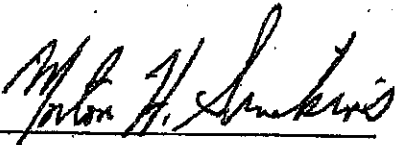

Robert Schaffer


UNION TRUSTEES



Carlo Simone

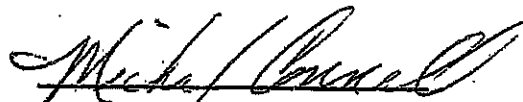

Mario Tatom


Jimmie Nolan


Morton Simkins


Edina DeCarlo


Kenneth Gordon


Michael Connell

Schedule A

Actuarial Equivalents

The following actuarial assumptions shall be used for determining Actuarial Equivalent forms of benefit, except as specified to the contrary in the Plan.

1. Optional Forms and Equivalencies not Specified Below

(a) Life Expectancy -- in accordance with the mortality rates set forth in the 1984 Unisex Pension Mortality Table for males.

(b) Interest -- 7.0% per annum, compounded annually.

2. Lump Sum Amounts

(a) Effective on or after January 1, 2008, for purposes of calculating the lump sum amounts and for adjusting benefits or limitations under Code Section 415, the mortality assumption is based on the prescribed mortality table under code section 417(e)(3)(B) ("applicable mortality table"), and interest rate under Code Section 417(e)(3)(C), for the second calendar month preceding the Plan Year in which the distribution occurs ("applicable interest rate").

(b) With respect to the calculation of lump sum amounts on or after January 1, 2001 and before January 1, 2008, the following assumptions shall be used to convert a 5-Year Certain and Life Annuity to an equivalent lump sum amount.

(i) The lump sum amount shall be the present value of the 5 Year Certain and Life Annuity which is the normal form of benefit payable at the Participant's Normal Retirement Date, as defined in the Plan, calculated by using the "applicable interest rate" and the "applicable mortality table." The value of subsidized Early Retirement benefits and optional forms of payment, including the Qualified Joint and Survivor Annuity option, shall be ignored in determining the amount of a lump sum amount.

(ii) Effective January 1, 2001, for purposes of calculating present value, the following definitions shall apply. The "applicable interest rate" shall be the annual rate of interest on 30-year Treasury securities, as determined by Regulations or other Internal Revenue Service guidance for this purpose, during the second month preceding the Plan Year in which the distribution occurs. The "applicable mortality table" shall be the prevailing Commissioner's Standard Mortality Table, as described in Revenue Ruling 95-6. Notwithstanding any other Plan

provisions to the contrary, the "applicable mortality table" for the reason set forth herein shall be the Table prescribed in Rev Ruling 2001-62.

(iii) With respect to any distribution with an Annuity Starting Date that occurs within the 12-month period beginning on January 1, 2001, the distribution shall be the greater of the amount that would be determined under the Plan using the assumptions described in Section 2(b) of this Appendix or the amount determined using the assumptions described in this Section 2(a) of this Appendix.

(b) With respect to the calculation of lump sum amounts prior to January 1, 2001, the following assumptions shall be used to convert a 5 Year Certain and Life Annuity to an equivalent lump sum amount.

The lump sum amount shall be the present value of the 5 Year Certain and Life Annuity which is the normal form of benefit payable at the Participant's Normal Retirement Date, as defined in the Plan, calculated by using the 1983 Group Annuity Mortality Table and the interest rate with respect to distributions shall be the interest rate which would be used as of the first day of the Plan Year preceding or coincident with the date of the distribution by the Pension Benefit Guaranty Corporation for purposes of determining the present value of a lump sum distribution on plan termination. The value of subsidized Early Retirement benefits and optional forms of payment, including the Qualified Joint and Survivor Annuity option, shall be ignored in determining the amount of a single-sum amount.

Qualified Joint and Survivor Annuity	
Factors to Convert a Benefit Payable as a 5 Year Certain and Life Annuity to a Pop-Up Joint-and-50% Survivor Annuity	
Age of Spouse	Joint & 50% Pop-Up
20 or more years older than Participant	1.00
15-19 years older than Participant	.98
10-14 years older than Participant	.97
5-9 years older than Participant	.94
0-4 years older than Participant	.90
0-4 years younger than Participant	.90
5-9 years younger than Participant	.86
10-14 years younger than Participant	.84
15-19 years younger than Participant	.81
20 or more years younger than Participant	.80

Qualified Optional Survivor Annuity	
Factors to Convert a Benefit Payable as a 5 Year Certain and Life Annuity to a Pop-Up Joint-and-75% Survivor Annuity	
Age of Spouse	Joint & 75% Pop-Up
20 or more years older than Participant	.96
15-19 years older than Participant	.93
10-14 years older than Participant	.91
5-9 years older than Participant	.87
0-4 years older than Participant	.82
0-4 years younger than Participant	.82
5-9 years younger than Participant	.77
10-14 years younger than Participant	.74
15-19 years younger than Participant	.70
20 or more years younger than Participant	.69

Joint and 100% Survivor Annuity Factors to Convert a Benefit Payable as a 5 Year Certain and Life Annuity to a Pop-Up Joint & 100% Survivor Benefit	
Age of Spouse	Joint & 100% Pop-Up
20 or more years older than Participant	.94
15-19 years older than Participant	.91
10-14 years older than Participant	.88
5-9 years older than Participant	.83
0-4 years older than Participant	.77
0-4 years younger than Participant	.77
5-9 years younger than Participant	.71
10-14 years younger than Participant	.67
15-19 years younger than Participant	.63
20 or more years younger than Participant	.61

Factors to Convert a Benefit Payable as a 5 Year Certain and Life Annuity to a 10 Year Certain and Life Annuity			
Age of Participant	120-Month Certain and Life Annuity	Age of Participant	120-Month Certain and Life Annuity
50	0.9857	71	0.8907
51	0.9842	72	0.8808
52	0.9825	73	0.8703
53	0.9806	74	0.8590
54	0.9786	75	0.8472
55	0.9764	76	0.8348
56	0.9738	77	0.8220
57	0.9710	78	0.8088
58	0.9679	79	0.7953
59	0.9645	80	0.7814
60	0.9607	81	0.7674
61	0.9565	82	0.7533
62	0.9520	83	0.7392
63	0.9470	84	0.7251
64	0.9417	85	0.7111
65	0.9360	86	0.6974
66	0.9298	87	0.6841
67	0.9232	88	0.6713
68	0.9161	89	0.6592
69	0.9083	90	0.6479
70	0.8999		

**Factors to Convert a Benefit Payable as a 5 Year Certain and
Life Annuity to a 50% Joint and Survivor Annuity**

This table is effective for calculations made prior to January 1, 1999

Age of Beneficiary	Joint and 50% Survivor
20 or more years older than Participant	1.00
15-19 years older than Participant	.98
10-14 years older than Participant	.97
5-9 years older than Participant	.94
0-4 years older than Participant	.90
0-4 years younger than Participant	.90
5-9 years younger than Participant	.86
10-14 years younger than Participant	.84
15-19 years younger than Participant	.81
20 or more years younger than Participant	.80

**Factors to Convert a Benefit Payable as a 60-Month Certain and Life Annuity
to a "Pop-Up" Joint and Survivor Annuity**

This table is effective for calculations made prior to January 1, 1999

Age of Beneficiary	Joint & 50% Pop-Up	Joint & 100% Pop-Up
20 or more years older than Participant	.98	.94
15-19 years older than Participant	.96	.91
10-14 years older than Participant	.95	.88
5-9 years older than Participant	.92	.83
0-4 years older than Participant	.88	.77
0-4 years younger than Participant	.88	.77
5-9 years younger than Participant	.84	.71
10-14 years younger than Participant	.82	.67
15-19 years younger than Participant	.79	.63
20 or more years younger than Participant	.78	.61

Instructions for Table

Find the Age difference between the Spouse and the Participant. Multiply the single-life form by the factor to obtain Participant's benefit.

Schedule B Schedule of Benefits

The Participant's Accrued Benefit, payable at his Normal Retirement Date, is a monthly pension equal to the product of the Participant's Benefit Accrual Rate times his Years of Credited Service.

Employer Hourly Contribution Rate	Benefit Accrual Rate
\$.05 per hour	\$ 2.60
\$.11 per hour	4.00
\$.14 per hour	5.00
\$.18 per hour	6.00
\$.21 per hour	7.00
\$.24 per hour	8.00
\$.30 per hour	10.00
\$.36 per hour	12.00
\$.41 per hour	14.00
\$.42 per hour	14.00
\$.46 per hour	16.00
\$.48 per hour	16.50
\$.54 per hour	18.00
\$.60 per hour	20.00
\$.63 per hour	21.00
\$.75 per hour	25.00
\$.87 per hour	29.00
\$1.80 per hour	60.00
Each additional 3¢	1.00

12.6 Definitions

(a) Designated Beneficiary. The individual who is designated as the Beneficiary under Section 5.3 and is the designated Beneficiary under Code Section 401(a)(9) and Regulation Section 1.401(a)(9)-1, Q&A-4.

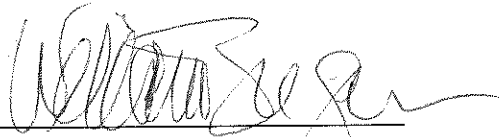
(b) Distribution calendar year. A calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first distribution calendar year is the calendar year immediately preceding the calendar year which contains the Participant's Required Beginning 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 12.2(b).

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

(d) Required Beginning Date. The date specified in Section 1.30.

IN WITNESS WHEREOF, the parties hereto have caused this Plan document to be executed this _____ day of _____, 201__.

EMPLOYER TRUSTEES



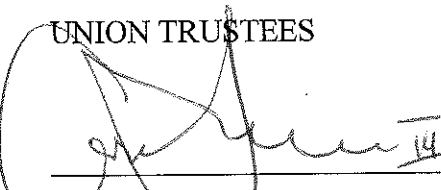
William Bregman




Michael Ferman

Robert Schaffer

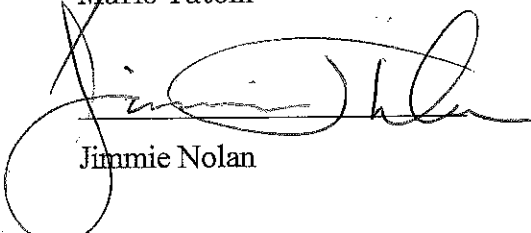
UNION TRUSTEES



Carlo Simone




Mario Tatom



Jimmie Nolan

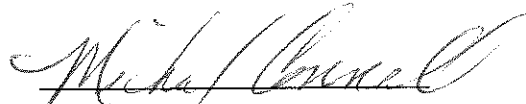
Morton Simkins



Kenneth Gordon



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Michael Connell

12.6 Definitions

(a) Designated Beneficiary. The individual who is designated as the Beneficiary under Section 5.3 and is the designated Beneficiary under Code Section 401(a)(9) and Regulation Section 1.401(a)(9)-1, Q&A-4.

(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 12.2(b).

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

(d) Required Beginning Date. The date specified in Section 1.30.

IN WITNESS WHEREOF, the parties hereto have caused this Plan document to be executed this _____ day of _____, 201__.

EMPLOYER TRUSTEES

William Bregman

Michael Ferman

Robert Schaffer

UNION TRUSTEES

Carlo Simone

Mario Tatom

Jimmie Nolan


Morton Simkins

Edina DeCarlo


Kenneth Gordon

Michael Connell

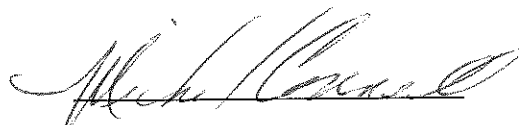
Morton Simkins



Kenneth Gordon



Edina DeCarlo



Michael Connell

12.6 Definitions

(a) Designated Beneficiary. The individual who is designated as the Beneficiary under Section 5.3 and is the designated Beneficiary under Code Section 401(a)(9) and Regulation Section 1.401(a)(9)-1, Q&A-4.

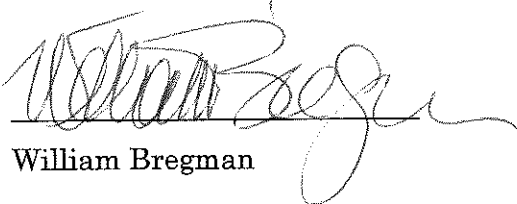
(b) Distribution calendar year. A calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first distribution calendar year is the calendar year immediately preceding the calendar year which contains the Participant's Required Beginning 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 12.2(b).


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

(d) Required Beginning Date. The date specified in Section 1.30.

IN WITNESS WHEREOF, the parties hereto have caused this Plan document to be executed this _____ day of _____, 201__.

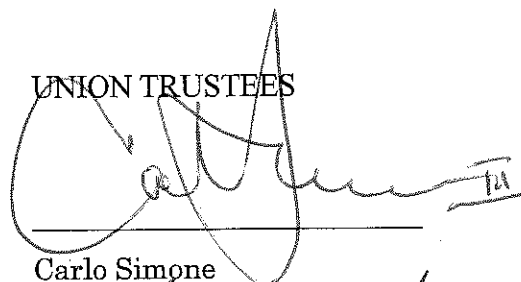
EMPLOYER TRUSTEES

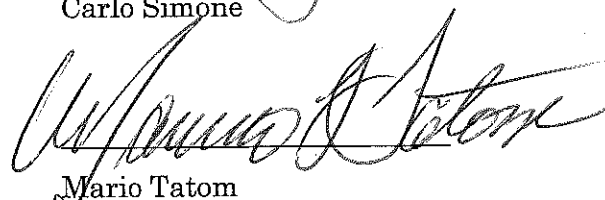

William Bregman

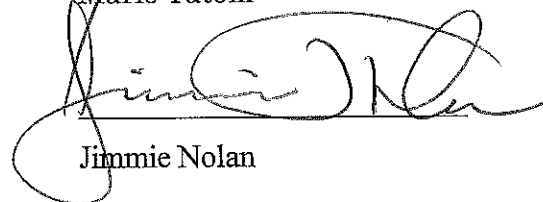

Michael Ferman

Robert Schaffer

UNION TRUSTEES


Carlo Simone


Mario Tatom


Jimmie Nolan