

THE PENSION PLAN OF LUMBER EMPLOYEES
LOCAL 786 RETIREMENT FUND

(Amended and Restated as of September 1, 2019)

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**PENSION PLAN OF LUMBER EMPLOYEES
LOCAL 786 RETIREMENT FUND**

INTRODUCTION

The Pension Plan of Lumber Employees Local 786 Retirement Fund (the “Plan”) became effective June 1, 1964, and has since been amended and restated from time to time.

The Plan is intended to meet the requirements of Section 401(a) and 501(a) of the Internal Revenue Code of 1986 (the “Code”) and the Employee Retirement Income Security Act of 1974 (“ERISA”), as each has been amended from time to time.

The Trustees, in accordance with the provisions of the Plan pertaining to amendments thereof, hereby amends and restates the Plan in its entirety in the form attached hereto effective September 1, 2019, except as otherwise specifically provided herein. In general, the terms of this Plan as amended and restated herein shall apply to any Participant who completes at least one hour of Work on or after September 1, 2019.

All matters occurring or relating to prior Covered Employment and benefits including, but not limited to a former Participant’s eligibility for benefits and the amounts of benefits, if any, payable to or on behalf of a former Participant shall be determined in accordance with provisions of the prior Plan in effect on the date that the act occurred or the employment terminated, except to the extent otherwise specifically provided in the prior Plan, herein, or under subsequent Plan amendments.

The Pension Plan of the Teamsters Local 786 Vending Employees’ Pension Fund (the “Vending Plan”) was merged into the Plan effective as of September 30, 2015.

ARTICLE I DEFINITIONS

Section 1.01 Actuarial Equivalent

Unless otherwise specified in the Plan document, “Actuarial Equivalent” shall mean having or that which has equal actuarial value based upon consistently applied reasonable actuarial methods adopted from time to time by the Trustees and the following actuarial assumptions:

- (a) Mortality - the applicable mortality table within the meaning of Code Section 417(e)(3)(B), as initially described in Revenue Ruling 2007-67.
- (b) Interest - the rate of interest determined by applicable interest rate described by Code Section 417(e). Specifically, the applicable interest rate shall be the adjusted first, second, and third segment rates applied under the rules similar to the rules of Code Section 430(h)(2)(C) for the second full calendar month (the “look-back month”) preceding the first day of the stability period (as described below) that contains the Annuity Starting Date for the distribution. For this purpose, the first, second, and third segment rates are the first, second, and third segment rates which would be determined under Code Section 430(h)(2)(C) if Code Section 430(h)(2)(D) were applied by substituting the average yields for the month described in the preceding paragraph for the average yields for the 24-month period described in such section.

The period for which the applicable interest rate remains constant (the “stability period”) is hereby designated as one Plan Credit Year.

In the event this Section is amended, the Actuarial Equivalent of a Participant’s Pension on or after the date of change shall be determined as the greater of (1) the Actuarial Equivalent of the Pension as of the date of change computed on the old basis, or (2) the Actuarial Equivalent of the total Pension computed on the new basis.

Except as provided by the Pension Benefit Guaranty Corporation (“PBGC”) and Internal Revenue Service (“IRS”), the limitations of this Section 1.01 shall first apply in determining the amount payable to a Participant having an Annuity Starting Date in the Plan Credit Year beginning on or after January 1, 2008. Prior to this date the limitations of this Section 1.01 were in effect in accordance with the terms of the prior Plan document using the interest rate and mortality table specified under that document and its amendments.

Section 1.02 Actuarial Present Value.

- (a) For lump sum payments, the “Actuarial Present Value” of a benefit shall be determined using the Actuarial Equivalent as specified in Section 1.01.
- (b) For converting the normal form of benefit to all forms and for calculations for QDROs, unless otherwise specified in the Plan, the “Actuarial Present Value” of a benefit shall be determined using the interest rate of 7% and the mortality assumptions shall be based on the 1971 Group Annuity Mortality Table assuming 100% male for a Participant and 100% female for a Participant’s Spouse or former Spouse.

Section 1.03 Annuity Starting Date.

(a) The “Annuity Starting Date” is the date as of which benefits are calculated and paid under the Plan and shall be the first day of the first month coincident with or next following the later of:

- (1) the first day of the month following submission by the Participant of a completed application for benefits, or
- (2) 30 days after the Plan advises the Participant of the available benefit payment options.

The Annuity Starting Date may occur and benefits may begin before the end of the 30-day period, provided:

- (A) the benefit is being paid as a Joint and Survivor Pension at or after the Participant’s Normal Retirement Age,
- (B) the Participant’s benefit was previously being paid because of an election after the Normal Retirement Age,
- (C) the benefit is being paid out automatically as a lump sum under the provisions of the Plan, or
- (D) the Participant and Spouse waive the 30-day period in writing in favor of a seven day period after the written explanation of the forms of payment is provided.

(b) The Annuity Starting Date will not be later than the Participant’s Required Beginning Date.

(c) The Annuity Starting Date for a Beneficiary or alternate payee under a QDRO will be determined as stated in Subsections (a) and (b) above, except that references to the Joint and Survivor Pension do not apply.

Section 1.04 Beneficiary.

“Beneficiary” means a person (other than a Pensioner) who is receiving benefits under this Plan because of his designation for such benefits by a Pensioner or Participant or by provisions of this Plan.

To the extent a Beneficiary has not been named by the Participant (subject to applicable spousal consent rules) and is not designated under the terms of this Plan to receive all or any portion of the deceased Participant’s death benefit, or to the extent that there are no surviving Beneficiaries so designated at the time of the Participant’s death, distribution will be made to the surviving relatives of the Participant in the following order: the Spouse (if the Participant was married at the time of death); child or children in equal parts; grandchild or grandchildren in equal parts; parent or parents in equal parts; or, if no such relative survives, then to the executor or

administrator of the estate of the Participant. The term “Beneficiary” shall refer to both Plan A Beneficiaries and Plan B Beneficiaries.

Section 1.05 Break in Service.

“Break in Service” means the applicable computation period during which an Employee has not completed an hour of Work with the Employer as described under Appendix A or Appendix B, as applicable. Further, solely for the purposes of determining whether a Participant has incurred a Break in Service, hours of Work shall be recognized for “authorized leaves of absence” and “maternity and paternity leaves of absence” and a leave taken pursuant to the Family Medical Leave Act of 1993 (“FMLA”), for up to 12 weeks.

“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.

A “maternity or paternity leave of absence” means an absence from work for any period by reason of the Employee’s pregnancy, birth of the Employee’s child, placement of a child with the Employee in connection with the adoption of such child, or any absence for the purpose of caring for such child for a period immediately following such birth or placement. For this purpose, hours of Work shall be credited for the computation period in which the absence from work begins, only if credit therefore is necessary to prevent the Employee from incurring a Break in Service.

Section 1.06 Collective Bargaining Agreement.

“Collective Bargaining Agreement” means the agreement between the Union and Employer which requires contributions to this Fund.

Section 1.07 Continuous Employment.

“Continuous Employment” means any periods of employment which are not separated by quit, discharge, or other termination of employment between the periods.

Section 1.08 Contributing Employer or Employer.

“Contributing Employer” or “Employer” means any person, partnership, firm or corporation which has entered into or is bound by a Collective Bargaining Agreement with the Union or a written agreement with the Fund providing for contributions to the Fund. An Employer shall not be deemed to be a Contributing Employer simply because it is a part of a controlled group of corporations under common control, some other part of which is a Contributing Employer.

For the purpose of this Pension Plan only, the Union, the Trust Estate of the Lumber Employees Local 786 Retirement Fund and the Trust Estate of the Lumber Employees Local 786 Welfare Fund shall be considered as Employers with respect to Employees for whom contributions are made to the Retirement Fund at the same rate as for other Employees, provided that the above-mentioned entities assume all the obligations and responsibilities provided for Employers in the Trust Agreement.

An employer shall not be deemed a Contributing Employer if the Trustees, by resolution, have terminated that Employer's status as a Contributing Employer (for example, because the Employer failed, for a period of 120 days after the due date, to make contributions to the Fund as provided for in any written agreement requiring such Employer to make contributions to this Fund).

Section 1.09 Contribution Date.

"Contribution Date" means the date of commencement of the Employer's contributions to the Pension Fund as specified in the Collective Bargaining Agreement.

Section 1.10 Contribution Period.

"Contribution Period" means, with respect to a category of employment, the period during which the Employer is obligated by a written agreement to contribute to the Fund with respect to the category of employment.

Section 1.11 Covered Employment.

"Covered Employment" means an Employee's employment for which an Employer is obligated to contribute to the Pension Fund subsequent to the Contribution Date.

"Covered Employment" shall not, however, include employment of an employee by an employer whose status as a Contributing Employer has been terminated for failure to pay contributions pursuant to the provisions of Section 1.08.

With regard to employment performed prior to the Contribution Date, "Covered Employment" means employment which, if performed subsequent to the Contribution Date, would have resulted in a contribution to the Pension Fund.

Section 1.12 Deferred Pension.

"Deferred Pension" is the benefit a Participant is eligible for once he meets the requirements of Section 3.06.

Section 1.13 Disqualifying Employment.

"Disqualifying Employment" for the period before Normal Retirement Age is:

- (a) employment in the bargaining units described in a Collective Bargaining Agreement which has provided, or provides, for contributions to the Pension Fund, or
- (b) employment by the Union or the Fund or the Lumber Employees Local 786 Welfare Fund, or Employers under the Plan, or
- (c) self-employment in the same or related business as any Employer.

For purposes of determining Disqualifying Employment, there shall be no limit to the geographical area covered.

Section 1.14 Employee.

“Employee” means a person engaged in Covered Employment by an Employer who is obligated by a Collective Bargaining Agreement or other written agreement to contribute to the Pension Fund, or an individual employed by the Fund.

The term “Employee” shall include a Leased Employee of an Employer within the meaning of Code Section 414(n) who otherwise meets the conditions for participation, vesting and/or benefit accrual under the Plan.

The term “Employee” shall not include:

- (a) a sole proprietor who is a Contributing Employer;
- (b) a partner who is a Contributing Employer, regardless of the size of the partnership interest; or
- (c) anyone else whose ownership would, in the opinion of the Trustees, jeopardize the tax-exempt status of the Fund or violate provisions of ERISA.

Section 1.15 Employer Contribution.

“Employer Contribution” means the contribution amount specified in a Collective Bargaining Agreement which an Employer is obligated to pay to the Pension Fund.

Section 1.16 ERISA

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

Section 1.17 415 Compensation

“415 Compensation” with respect to any Participant means 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 calendar year for which the Employer is required to furnish the Participant a written statement under Code Sections 6041(d), 6051(a)(3) and 6052. 415 Compensation must be determined without regard to any rules under Code Section 3401(a) that limit 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)). 415 Compensation shall include any elective deferral (as defined in Code Section 402(g)(3)), and any amount which is contributed by the Employer at the election of the Employee and which is not includible in the gross income of the employee by reason of Code Sections 125, 132(f)(4), 402(e)(3), 402(h), 403(b) or 457.

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 Section 414(b), (c), (m) or (o)). However, amounts described in subsections (a) and (b) 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.

- (a) Regular pay. 415 Compensation shall include regular pay after “severance from employment” if:
 - (1) 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
 - (2) 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.
- (b) Back Pay. Payments awarded by an administrative agency or court or pursuant to a bona fide agreement by an Employer to compensate an Employee for lost wages are 415 Compensation for the Limitation Year to which the back pay relates, but only to the extent such payments represent wages and compensation that would otherwise be included in 415 Compensation under this Section.

Section 1.18 Highly Compensated Employee.

- (a) “Highly Compensated Employee” means an Employee who is in one of the following groups: (1) a 5% owner of the Employer at any time during the determination year or look-back year; or (2) had compensation for the look-back year in excess of \$115,000 (for Plan Credit Years beginning after December 31, 2013, as adjusted by the Secretary pursuant to Code Section 415(d)) and the Employee was in the top paid group of Employees for such look-back year. For this purpose the applicable year of the Plan for which a determination is being made is called a determination year and the preceding 12-month period is called a look-back year.
- (b) The term “Highly Compensated Employee” includes highly compensated active Employees and highly compensated former Employees of an Employer. Whether an individual is a Highly Compensated Employee is determined separately with respect to each Employer, based solely on that individual’s compensation form or status with respect to that Employer.
- (c) For purposes of this Section, “compensation” means compensation within the meaning of Code Section 415(c)(3).
- (d) In determining who is a Highly Compensated Employee, the Trustees hereby make a top-paid group election. The effect of this election is that an Employee (who is not a 5% owner at any time during the determination year or the look-back year) with

compensation in excess of \$125,000 (for Plan Credit Years beginning after December 31, 2018, as adjusted by the Secretary pursuant to Code Section 415(d)) for the look-back year is a Highly Compensated Employee only if the Employee was in the top-paid group for the look-back year.

- (e) In determining who is a Highly Compensated Employee (other than a 5% owner), the Trustees hereby make a calendar year election. The effect of this election is that the look-back year is the calendar year beginning with or within the look-back year.
- (f) A Highly Compensated Former Employee determination is based on the rules applicable to determining highly compensated employee status as in effect for that determination year, in accordance with Treasury Regulation Section 1.414(q)-1T, A-4 and Notice 97-45.
- (g) “Top paid group” means the top 20% of Employees who performed services for an Employer during the applicable year (“active Employees”) ranked on the basis of compensation received from an Employer during the year. For the purpose of determining the number of active Employees in any year, the following Employees shall be excluded; however, such Employees shall be considered for the purpose of identifying the particular Employees in the top paid group:
 - (1) Employees with less than six months of service;
 - (2) Employees who normally work less than 17½ hours per week or less than six months during a year;
 - (3) Employees who have not yet attained age 21; and
 - (4) Employees who are non-resident aliens.
- (h) A highly compensated former Employee is an Employee who separated from service, or was deemed to have separated, before the determination year, performs no service for the Employer during the determination year, and was a highly compensated employee either for the separation year or for any determination year ending on or after the individual reaches age 55.
- (i) A highly compensated active Employee is an Employee of the Employer who performs service for the Employer during the determination year.

Section 1.19 Leased Employee

“Leased Employee” means any person (other than an employee of the recipient) who pursuant to an agreement between the recipient and any other person (“leasing organization”) has performed services for the recipient (or for the recipient and related persons determined in accordance with Code Section 414(n)(6)) on a substantially full time basis for a period of at least one year, and such services are performed under primary direction or control by the recipient. Contributions or benefits provided a Leased Employee by the leasing organization which are attributable to services performed for the recipient shall be treated as provided by the recipient.

A Leased Employee shall be excluded from participation in the Plan to the extent that the requirements under Code Section 410(b) are satisfied. If the Plan fails to meet the requirements under Code Section 410(b), the Plan administrator shall include, on a uniform and non-discriminatory basis, a sufficient number of Leased Employees such that the Plan benefits a percentage of employees who are not Highly Compensated Employees which is at least 70% of the percentage of Highly Compensated Employees benefiting under the Plan.

A Leased Employee shall not be considered an Eligible Employee of the recipient if: (i) such Leased Employee is covered by a money purchase pension plan providing: (1) a nonintegrated employer contribution rate of at least 10% of compensation, as defined in Code Section 415(c)(3), but including amounts contributed pursuant to a salary reduction agreement which are excludable from the Leased Employee's gross income under Code Sections 125, 402(e)(3), 402(h)(1)(B) or 403(b), (2) immediate participation, and (3) full and immediate vesting; and (ii) Leased Employees do not constitute more than 20% of the recipient's nonhighly-compensated workforce.

An individual classified by the Employer at the time services are provided as either an independent contractor or an individual who is not classified by the Employer as an Eligible Employee but who provides services to the Employer through another entity shall not be eligible to participate in the Plan during the period that the individual is so initially classified, even if such individual is later retroactively reclassified as an Eligible Employee during all or any part of such period pursuant to applicable law or otherwise.

Section 1.20 Limitation Year.

"Limitation Year" shall mean the calendar year. The Limitation Year may only be changed by a Plan amendment. Furthermore, if the Plan is terminated effective as of a date other than the last day of the Plan's "Limitation Year," then the Plan is treated as if the Plan had been amended to change its "Limitation Year."

Section 1.21 Lumber Plan.

"Lumber Plan" means the terms of Appendix A, which shall apply to with respect to Employers making an election under Section 2.04 to make contributions on behalf of its Employees pursuant to the terms of, and for benefits provided under, Option I - Plan A.

Section 1.22 Normal Retirement Age.

"Normal Retirement Age" means age 65 or, if later, the age of the Participant on the fifth anniversary of the date on which he becomes a Participant.

In calculating the fifth anniversary of participation, participation before a Permanent Break in Service shall not be counted. This definition shall apply only for purposes of Plan A—not for purposes of Plan B, which contains its own definition of such term.

Section 1.23 Participant.

“Participant” means a Pensioner, a Beneficiary or an Employee who meets the requirements for participation in the Plan as set forth in ARTICLE II, or a former Employee who has acquired the right to a Pension under this Plan. The term “Participant” shall refer to both Plan A Participants and Plan B Participants.

Section 1.24 Pension Credits.

“Pension Credits” means the years or portions of years of credits needed to become eligible for a pension under this Plan, and which are accumulated and maintained in accordance with Appendix A or Appendix B, as applicable.

Section 1.25 Pension Fund or Trust Fund or Fund.

“Pension Fund” or “Trust Fund” or “Fund” means the Lumber Employees Local 786 Retirement Fund and its trust estate and shall refer to all property of whatever nature which is held in accordance with the Trust Agreement.

Section 1.26 Pension Plan or Plan.

“Pension Plan” or “Plan” means the Pension Plan of the Lumber Employees Local 786 Retirement Fund as may from time to time be amended. The term “Pension Plan” or “Plan” shall refer to the Lumber Plan (Plan A) and Vending Plan (Plan B), collectively.

Section 1.27 Pensioner.

“Pensioner” means a person who by virtue of having been an Employee and having fulfilled the requirements of this Plan is being paid a pension under this Plan and/or to whom a pension would be paid but for time needed for administrative processing.

Section 1.28 Permanent Break in Service.

A person has a “Permanent Break in Service” if he has consecutive One-Year Breaks in Service that equal or exceed the lesser of five, or the number of Years of Vesting Service with which he has been credited.

Section 1.29 Plan A

“Plan A” means the terms set forth under Appendix A. Plan A applies to (i) all Contributing Employers who were subject to the terms of the Lumber Plan prior to its merger with the Vending Plan, (ii) all Contributing Employers who elect the terms of Option I - Plan A in the Collective Bargaining Agreement with the Union and/or Participation Agreement with the Fund, and (iii) all Contributing Employers who default into Option I - Plan A by not specifically making an election to choose Option I - Plan A or Option II - Plan B within the terms of their Collective Bargaining Agreement with the Union and/or Participation Agreement with the Fund.

Section 1.30 Plan A Beneficiary

“Plan A Beneficiary” means a person (other than the Plan A Participant) who is receiving benefits under Plan A because of his designation for such benefits by a Plan A Participant.

Section 1.31 Plan A Employer

Means an employer that has (a) in effect with the Union a Collective Bargaining Agreement under which contributions are required from such employer to fund the benefits under Plan A, or signs a copy of the Trust Agreement or executes a Participation Agreement or in some other manner indicates in writing consent to be bound by the terms of the Trust Agreement; and (b) irrevocably elects in accordance with Section 2.04 to make contributions on behalf of its Employees for benefits under Plan A as set forth under Appendix A.

Section 1.32 Plan A Participant.

“Plan A Participant” means a Participant whose employer elected to make contributions to the Fund on behalf of its Employees for benefits under Plan A, as set forth in Appendix A.

Section 1.33 Plan B

“Plan B” means the terms set forth under Appendix B. Plan B applies to (i) all Contributing Employers who were subject to the terms of the Vending Plan prior to its merger with the Lumber Plan, and (ii) all Contributing Employers who elect the terms of Option II - Plan B in the Collective Bargaining Agreement with the Union and/or Participation Agreement with the Fund.

Section 1.34 Plan B Beneficiary

“Plan B Beneficiary” means a person (other than the Plan B Participant) who is receiving benefits under Plan B because of his designation for such benefits by a Plan B Participant.

Section 1.35 Plan B Employer

“Plan B Employer” means an employer that has (a) in effect with the Union a Collective Bargaining Agreement under which contributions are required from such employer to fund the benefits under the Plan, or signs a copy of the Trust Agreement or executes a Participation Agreement or in some other manner indicates in writing consent to be bound by the terms of the Trust Agreement; and (b) irrevocably elects pursuant to Section 2.04 to make contributions on behalf of its Employees for benefits under Plan B as set forth under Appendix B.

Section 1.36 Plan B Participant.

“Plan B Participant” means a Participant whose employer elected to make contributions to the Fund on behalf of its Employees for benefits under Plan B, as set forth in Appendix B.

Section 1.37 Plan Credit Year.

“Plan Credit Year” means the 12-month period from September 1 to the next August 31. For purposes of ERISA and its regulations, the Plan Credit Year shall serve as the vesting computation period and benefit accrual computation period, and after the initial period of employment the computation period for eligibility to participate in the Plan.

Section 1.38 QDRO.

“QDRO” shall mean “qualified domestic relations order” as that term is defined under Code Section 414(p) and ERISA Section 206(d).

Section 1.39 Required Beginning Date.

A Participant’s “Required Beginning Date” is April 1 of the calendar year following the later of calendar year in which the Participant reaches age 72, or the calendar year in which the Participant Retires, except that in the case of a 5% owner, the Required Beginning Date must commence by April 1 of the calendar year following the calendar year in which the Participant attains age 72.

Section 1.40 Retire or Retirement

As provided in ARTICLE VII, “Retire” or “Retirement” shall mean voluntary or involuntary termination of employment from Covered Employment and after a Participant has fulfilled all requirements for a Pension, including the filing of an application for a Pension.

Section 1.41 Spouse

“Spouse” shall mean the person to whom a Participant lawfully has been married, under the laws of the jurisdiction in which the marriage was entered into and is recognized consistent with applicable U.S. federal law, throughout the one-year period ending on the earlier of the Participant’s Annuity Starting Date. Included in this definition is a person whom a Participant marries within one year before the Participant’s Annuity Starting Date, provided that the Participant and such person remain married for at least the one-year period ending on or before the date of the Participant’s Annuity Starting Date. The Trustees shall be entitled to rely on written representations last filed by the Participant before his Annuity Starting Date as to whether or not he or she has a Spouse.

Notwithstanding the above, for purposes of determining a Participant’s death benefit, a Spouse shall include any person to whom the Participant is married immediately prior to his death regardless of whether they were married throughout the one-year period ending on the Participant’s death.

Upon the Participant’s divorce any Beneficiary designation naming a former Spouse as a Beneficiary will automatically be revoked unless otherwise required under a QDRO. Therefore, Spouse shall mean the former Spouse of a Participant if the couple were divorced after being married for at least one year and the former Spouse is required to be treated as a Spouse or surviving Spouse under a QDRO.

Section 1.42 Suspension of Benefits.

“Suspension of Benefits” for a month means non-entitlement to benefits for the month.

Section 1.43 Trust Agreement.

“Trust Agreement” means the Agreement and Declaration of Trust entered into June 1, 1964, establishing the Lumber Employees Local 786 Retirement Fund, and as that instrument may from time to time be amended, which Agreement shall be considered a part of this Pension Plan.

Section 1.44 Trustees.

“Trustees” means the Board of Trustees established under the Trust Agreement as constituted from time to time in accordance with the provisions of said Trust Agreement.

Section 1.45 Union.

“Union” means the Building Material, Lumber, Box, Shaving, Roofing and Insulating, Chauffeurs, Teamsters, Warehousemen and Helpers Union No. 786 in the City of Chicago and Vicinity, State of Illinois, affiliated with the International Brotherhood of Teamsters.

Section 1.46 Vending Plan.

“Vending Plan” means the terms of Appendix B, which shall apply to with respect to Employers making an election under Section 2.04 to make contributions on behalf of its Employees pursuant to the terms of, and for benefits provided under, Plan B.

Section 1.47 Vested Status

“Vested Status” is achieved by a Participant once the requirements of Section 7.10 are met, as supplemented by Appendix A or Appendix B, as applicable.

Section 1.48 Week of Work.

A “Week of Work” means any week for which a contribution is made or required to be made for a Participant.

Section 1.49 Work.

Each Employee will be credited with an hour of Work under the Plan as follows:

- (a) One hour for each hour the Employee is directly or indirectly paid, or entitled to payment, by the Employer for the performance of duties. These hours shall be credited to the Employee for the computation period or periods in which the duties are performed;
- (b) One hour for each hour the Employee is directly or indirectly paid, or entitled to payment, by the Employer for reasons (such as vacation, holiday, sickness, incapacity including disability, layoff, jury duty, or leave of absence, including, a leave taken pursuant to the FMLA) other than for the performance of duties. These hours shall be

credited to the Employee for the computation period or periods in which the non performance of duties occurs;

- (c) One hour for each hour of the normally scheduled work hours for each week during any period the Employee is on an excused leave of absence from work with the Employer for military service with the armed forces of the United States, but not to exceed the period required under the law pertaining to veterans reemployment rights; provided, however, if he fails to report for work at the end of such leave during which he has reemployment rights he shall not receive credit for hours on such leave; and
- (d) One hour for each hour for which back pay, irrespective of mitigation of damage, has been awarded to the Employee. Credit for such hour shall be given in the computation period or periods to which the award or agreement pertains rather than the computation period in which the award, agreement or payment was made.
- (e) In the case of any Employee who is absent from work for any period by reason of the pregnancy of the Employee, the birth of a child of the Employee, the placement of a child with the Employee in connection with the adoption of such child by such Employee, or for the purposes of caring for such child for a period beginning immediately following such birth or placement, the Plan shall treat as hours of Work, solely for purposes of determining whether a One-Year Break in Service (in accordance with Appendix A or Appendix B, as applicable) has occurred, the following hours of Work:
 - (1) The hours of Work which otherwise would normally have been credited to such Employee but for such absence; and
 - (2) Provided that the total number of hours treated as Work by reason of such pregnancy or placement of a child shall not exceed 501 hours except as otherwise required under the FMLA.

Credit for such hours of Work shall be given in the computation period in which the absence from work begins if a Participant would be prevented from incurring a One-Year Break in Service (in accordance with Section 2.04) in such computation period solely because the period of absence is treated as hours of Work, or in any other case, in the immediately following computation period.

- (f) Notwithstanding paragraph (b) above:
 - (1) Not more than 501 hours shall be credited on account of any single continuous period during which the Employee performs no duties except as otherwise required under the FMLA;
 - (2) No hours shall be credited because a payment is made or due under a plan maintained solely for the purpose of complying with applicable worker's compensation or disability insurance laws; and

- (3) No hours shall be credited for a payment which solely reimburses an Employee for medical or medically related expenses incurred by such Employee.

- (g) Notwithstanding paragraph (d) above, the same hours of Work shall not be credited both under paragraphs (a) or (b), as the case may be, and under paragraph (d).

The determination of hours of Work for reasons other than the performance of duties and the crediting of hours of Work to computation periods shall be made in accordance with Department of Labor Regulation Sections 2530.200b-2(b) and (c), which are incorporated herein by reference.

An Employee will be credited with hours of Work, as determined under this Section, for employment with any related persons to the Employer determined in accordance with Code Section 414(n)(6). Any individual considered an Employee under Code Sections 414(m) or (n) and entitled to participate in the Plan will be credited with hours of Work, as determined under this Section.

Section 1.50 Year of Vesting Service.

“Year of Vesting Service” shall mean a measurement of time used to determine vesting, and which are accumulated and maintained in accordance with Appendix A or Appendix B, as applicable.

ARTICLE II PARTICIPATION

Section 2.01 Participation.

An Employee who is engaged in Covered Employment during the Contribution Period shall become a Participant in the Plan on the earliest September 1 or March 1 following completion of the first 12 consecutive month period during which he completed at least ten Weeks of Work in Covered Employment. The required ten weeks may also be completed with any other employment with an Employer if that other employment is Continuous Employment with the Employee's Covered Employment with that Employer.

Notwithstanding the above, nothing in this Plan shall prevent an Employee from commencing participation in accordance with the minimum participation rules under Section 401(a)(3) of the Code.

Once an Employee has become a Participant, the provisions of this Plan give him credit in accordance with the applicable rules of the Plan for some or all of his service before he became a Participant.

A Participant's particular benefits shall be affected and determined by whether his Employer elects to contribute for benefits under Plan A (Appendix A) or Plan B (Appendix B).

Section 2.02 Termination of Participation.

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

Section 2.03 Reinstatement of Participation.

An Employee who has lost his status as a Participant in accordance with Section 2.02 shall again become a Participant by meeting the requirements of Section 2.01 on the basis of Work after the Plan Credit Year during which his participation terminated. An Employee who meets these requirements shall become a Participant retroactively to his re-employment commencement date.

The re-employment commencement date is the first day the Employee is credited with an hour of Work after the Plan Credit Year in which he incurred his last One-Year Break in Service.

However, an Employee who has a Permanent Break in Service must meet the requirements of Section 2.01 to again become a Participant.

Section 2.04 Employer Elections

All Employers contributing to the Plan that were Vending Plan Employers as of September 1, 2019, shall continue to contribute and be subject to the terms of the Vending Plan as set forth in Appendix B and will automatically be placed into Plan B on a going forward basis unless they

affirmatively elect Option I - Plan A in a future Collective Bargaining Agreement. All employers contributing to the Plan as of September 1, 2019, that were not making contributions to the Vending Plan will be deemed to be and continue to be placed in Plan A unless an affirmative election is made under the terms of the Collective Bargaining Agreement to move from Plan A to Option II - Plan B. All Employers new to the Plan on or after September 1, 2019, will be required to irrevocably elect to contribute to and have their employees' benefits be subject to either Option I - Plan A or Option II - Plan B. If the Employer fails to make such an election, that Employer shall be deemed to have elected participation under Option I - Plan A. An Employer who wishes to switch from one Option to the other (either going from Option I - Plan A to Option II - Plan B or Option II - Plan B to Option I - Plan A) must receive written permission from the Board of Trustees. Failure to obtain such written permission shall result in the Employer remaining in the Plan option elected or placed in prior to the change.

ARTICLE III
PENSION ELIGIBILITY AND AMOUNTS

Section 3.01 Eligibility and Amounts

Pension eligibility and amounts shall be determined in accordance with Appendix A or Appendix B, as applicable.

ARTICLE IV RECIPROCAL PENSIONS

Section 4.01 Application.

This Article shall be applicable only to Plan A Participants covered by this Plan and any other pension plan, hereinafter called a "Reciprocal Plan," of a pension fund which is or shall become a party to the Joint Council No. 25 Reciprocal Agreement for Teamsters Pension Funds (the "Reciprocal Agreement") and shall be applicable only to Plan A Participants who become entitled to benefits under the terms hereof prior to the termination of the Fund's participation in the Reciprocal Agreement. Notwithstanding any other terms of the Pension Plan to the contrary (including provisions relating to the vesting of Service Credits or pension benefits), a Plan A Participant whose pension is or would be effective after the date on which this Plan's participation in the Reciprocal Agreement terminates (had such termination not occurred) shall not be eligible for or entitled to any benefits from this Plan under the terms of this Article. The term Service Credit shall mean Pension Credits, or other equivalent term, under Plan A and any Reciprocal Plan.

Section 4.02 Purpose.

Reciprocal Pensions are provided under this Plan for Plan A Participants who would otherwise lack sufficient Service Credit to be eligible for any pension because their years of employment were divided between different Reciprocal Plans or, if eligible, whose pensions would be less than the full amount because of such division of employment.

Section 4.03 Definitions.

The following definitions shall apply in this Article:

- (a) "Reciprocal Pension Fund" means any pension fund that, by action of its board of trustees, has agreed to become a party to and participate in the Reciprocal Agreement.
- (b) "Related Plan" means the plan of pension benefits adopted by the trustees of a Reciprocal Pension Fund.
- (c) "Related Pension Credit" means that type of Related Service Credit, which, regardless of its name under a Related Plan, measures a plan participant's benefit earned under a Reciprocal Pension Fund.
- (d) "Related Vesting Credit" means that type of Related Service Credit which, regardless of its name under a Related Plan, measures whether a plan participant has met the minimum requirements for a benefit under a Reciprocal Pension Fund.
- (e) "Related Service Credit" is a generic term referring to any type of credit for covered employment earned under a Reciprocal Pension Fund. Related Service Credit includes both Related Pension Credit and Related Vesting Credit.

- (f) "Combined Service Credit" means the total of a Plan A Participant's service credit under the Plan and his or her Related Service Credit under all Reciprocal Pension Funds, as each Reciprocal Pension Fund shall have certified to the Plan below.
- (g) "Reciprocal Pension Benefit" means the benefit a Plan A Participant receives under the terms of this Article.
- (h) "Benefit Subsidy" means any benefit from a Reciprocal Pension Fund that is in excess of a participant's Pension Credits and for which Benefit Subsidy the participant must satisfy certain eligibility requirements. An example of a Benefit Subsidy is a plan provision that, based on attainment of a given level of service, either eliminates or reduces the actuarial reduction that would otherwise apply to a participant receiving a pension prior to normal retirement age. If a plan participant's Reciprocal Pension Benefit exceeds the amount of the participant's Pension Credits, the excess is a Benefit Subsidy.
- (i) "Service Pension" means any type of pension (other than a disability pension) which is provided for under a pension plan and under which a participant is entitled to an amount that is greater than the actuarial value of his or her Pension Credits, payable at normal retirement age. A Service Pension may be based on service regardless of age, such as a "30 and out" pension, or it may be based on a combination of age and service, but it always incorporates a Benefit Subsidy.
- (j) "Break in Continuity" means an interruption of covered employment that, under a pension plan, does not result in a Break in Service, but (1) prevents the participant from establishing eligibility for a particular form of benefit or Benefit Subsidy, or (2) causes the participant's benefit to be calculated in more than one period of benefit accrual.

Section 4.04 Reciprocal Pension As Benefit Subsidy.

- (a) The Trust Fund is obligated to pay each Participant the vested portion of his or her Pension Credits. Service earned under a Related Plan shall not diminish the Pension Credits a Plan A Participant has earned under the Pension Plan. A Plan A Participant's Vested Status represents a "floor," which benefit may be supplemented by means of the reciprocal provisions of this Article.
- (b) The Reciprocal Agreement does not require the Trust Fund to consider Related Service Credit as equivalent to service credit earned under the Pension Plan. Unless otherwise provided, each Participant's Pension Credits and his or her attainment of Vested Status are to be based solely on service under the Trust Fund.
- (c) Notwithstanding paragraph (b), above, a Plan A Participant may receive a greater benefit as a result of the Reciprocal Agreement, or a Plan A Participant who is not vested may receive a pension as a result of the Reciprocal Agreement. In all such cases, the additional benefit amount that the Trust Fund pays a Plan A Participant, over and above his or her vested Pension Credits in the Pension Plan, results from

the Plan A Participant's service in a Reciprocal Pension Fund. Because Related Service Credit does not constitute Service Credit under the Pension Plan, the additional benefit to a Plan A Participant represents a Benefit Subsidy. In cases where a Plan A Participant's Reciprocal Pension Benefit is equal to the Plan A Participant's vested Pension Credits, no Benefit Subsidy is available.

- (d) Once a Plan A Participant has satisfied the requirements for a Benefit Subsidy as a result of the reciprocal provisions of this Article, the Trust Fund shall not eliminate or reduce that Benefit Subsidy, except to the extent and in the manner permitted under ERISA and applicable regulations. A Plan A Participant is considered to have satisfied the eligibility conditions for any Benefit Subsidy that results from the Reciprocal Agreement when the Plan A Participant satisfies the eligibility requirements stated in Section 4.06 and has retired and elected to receive his pension as a Reciprocal Pension Benefit.

Section 4.05 Recognition of Related Plans and Related Service Credit.

- (a) Recognition. The Trust Fund shall recognize Related Service Credit earned by a Plan A Participant under a Reciprocal Pension Fund for contributory and non-contributory service under the Related Plan, provided that the Reciprocal Pension Fund has certified such service to the Trust Fund as Related Service Credit. The preceding sentence is subject to the following limitations:
 - (1) The Trust Fund is not required to recognize non-contributory service under a Reciprocal Pension Fund as contributory service for any purpose for which contributory service is specifically required by the Pension Plan of the Trust Fund; and
 - (2) The Trust Fund is not required to recognize Related Service Credit with respect to a Plan A Participant's period of employment under a Reciprocal Pension Fund if the Plan A Participant earned Service Credit under the Trust Fund during the same period.
- (b) Distinction Between Related Service Credit and Service Credit. The Trust Fund's recognition of Related Service Credit for the limited purposes provided in the Reciprocal Agreement shall not be construed as a provision that service credit and Related Service Credit are the same or that Related Service Credit is equivalent to service credit for all purposes under the Plan. Nothing in the Reciprocal Agreement is intended to modify or expand the principle, contained in ERISA Section 203(b), that "service" under a pension plan is based on work for an employer who contributes to that pension plan.
- (c) Effect of Related Service Credit on Vesting. The Trust Fund is not required to apply Related Service Credit for the purpose of determining vesting of benefits earned under the Plan. Notwithstanding, if an otherwise non-vested Plan A Participant satisfies all of the requirements for the preceding Reciprocal Pension

Benefit, the Trust Fund shall consider his benefit to be vested or nonforfeitable as of the annuity starting date of the Reciprocal Pension Benefit.

- (d) Effect of Related Service Credit on Breaks in Service.
 - (1) In applying the Break in Service rules to Plan A Participants, the Trust Fund shall not count toward a Break in Service any period during which a Plan A Participant earned Related Service Credit. This rule is to be applied regardless of whether the Plan A Participant is eligible for or elects to receive a Reciprocal Pension Benefit.
 - (2) A Plan A Participant whose pension rights in the Trust Fund are not vested shall incur a Break in Service if his or her consecutive break years (excluding years in which the Participant earned Related Service Credit) are sufficient under the Plan to constitute a Break in Service, regardless of the amount of Related Service Credit the Plan A Participant has earned or whether the Plan A Participant's pension rights in the Related Plan of a Reciprocal Pension Fund have vested.
- (e) Effect of Related Service Credit on Breaks in Continuity. A Plan A Participant may incur a Break in Continuity under the Pension Plan, regardless of whether the Participant earned Related Service Credit during the period of the break.

Section 4.06 Eligibility for Reciprocal Pension Benefits.

- (a) Eligibility Requirements. A Plan A Participant shall be eligible for a Reciprocal Pension Benefit under the Pension Plan if both of the following eligibility requirements are satisfied:
 - (1) the Plan A Participant earned service credit under the Pension Plan as a result of work for which Employer Contributions were required to be paid to the Trust Fund, and, as of the proposed effective date of the Participant's Reciprocal Pension Benefit, such service credit has not been lost to a Break in Service; and
 - (2) if the Plan A Participant's Combined Service Credit (not including service credit that has been lost to a Break in Service) were treated as service credit under both the Trust Fund and each Reciprocal Pension Fund in which the Participant has earned Related Service Credit, the Plan A Participant would be eligible for any type of pension (other than a Reciprocal Pension Benefit) from the Trust Fund and one or more Reciprocal Pension Funds.
- (b) Types of Pensions Subject to Reciprocity.
 - (1) Each Reciprocal Pension Fund shall offer Reciprocal Pension Benefits with respect to the following forms of pension: normal pension, reduced early retirement pension, and disability pension.

- (2) Each Reciprocal Pension Fund shall also offer Reciprocal Pension Benefits with respect to the statutory vested pension and, for surviving Spouses of Plan A Participants, the qualified pre-retirement survivor annuity.
 - (3) A Reciprocal Pension Fund may, but need not, offer Reciprocal Pension Benefits with respect to other forms of pension, such as the Service Pension. If a Reciprocal Pension Fund extends reciprocity to other forms of benefit, the Reciprocal Pension Fund may, but need not, recognize Related Service Credit to establish eligibility for that form of benefit and may impose additional eligibility requirements.
- (c) Variance in Types of Pension. The Reciprocal Agreement does not require that a Plan A Participant receive the same type of pension or the same form of payment from all Reciprocal Pension Funds that pay the Participant a Reciprocal Pension Benefit.

In the case of a reciprocal disability pension, each participating Reciprocal Pension Fund shall make its own determination regarding whether the applicant satisfies that plan's definition of "disability." If a Plan A Participant is found disabled by one plan but not another, the Participant can still qualify for Reciprocal Pension Benefits if his Combined Service Credit is sufficient for any type of presently payable benefit from the Trust Fund and at least one Reciprocal Pension Fund.

- (d) Optional Forms of Benefit. For a married participant who is eligible for a Reciprocal Pension Benefit, the Trust Fund shall make available the qualified joint and survivor annuity on the same basis on which that form of benefit is available to a Participant who is eligible for a non-reciprocal pension benefit. In addition, the Trust Fund may, but need not, apply some or all of its other optional forms of payment, if any, to Reciprocal Pension Benefits and may condition eligibility for such additional optional forms of payment on the Participant's Combined Service Credit or solely on Service Credit earned under the Trust Fund.
 - (e) Combining Service Credit. Where the Reciprocal Agreement provides for a calculation or determination using a Plan A Participant's Combined Service Credit, and where a Reciprocal Pension Fund uses more than one measure of service (e.g., a Reciprocal Pension Fund has separate measures for Year of Vesting Service and Pension Credit), the most directly comparable measures shall be combined to constitute Combined Service Credit. For example, the Combined Service Credit for the calculation of vesting service shall be the sum of the Year of Vesting Service (or the closest analogue) earned in the Trust Fund and each Reciprocal Pension Fund.

Section 4.07 Determination of Amount of Reciprocal Pension Benefits.

- (a) Pension Credits Method and Pro Rata Method. A participating Reciprocal Pension Fund may determine Reciprocal Pension Benefit amounts under various methods set forth in the Reciprocal Agreement. The Trust Fund applies the "Pro Rata Method," as described below.

Under the Pro Rata Method, a Reciprocal Pension Benefit is based on the ratio of the Plan A Participant's Pension Credits in the Trust Fund to the sum of his Pension Credits and Related Pension Credits. For this purpose, Related Pension Credits include the total of all Related Pension Credit certified by Reciprocal Pension Fund(s), regardless of whether the Plan A Participant receives Reciprocal Pension Benefits from each such Reciprocal Pension Fund. The Reciprocal Pension Benefit payable by the Trust Fund is calculated as follows:

- (1) the amount of the pension which the Plan A Participant would be entitled to receive under the Trust Fund shall be determined as if his or her Combined Service Credit had all been service under the Trust Fund, then
 - (2) the amount of the Plan A Participant's Pension Credit earned with the Trust Fund shall be divided by the sum of the Participant's Pension Credits and Related Pension Credits, then
 - (3) the fraction determined in clause (2) shall be multiplied by the pension amount determined in clause (1) and the result shall be the Reciprocal Pension Benefit payable by the Trust Fund.
- (b) General Pension Plan Limitations and Provisions to Be Applied. Payment of Reciprocal Pension Benefits by a Trust Fund shall be subject to all other limitations of the Pension Plan that are otherwise applicable to the Trust Fund's non-reciprocal pension benefits. For example, each Participant shall be required to comply with all of the lawful conditions regarding post-retirement employment which are part of the Pension Plan. However, the Trust Fund is not required to suspend a retired Plan A Participant's benefit merely because the Participant's post-retirement employment is prohibited under a Reciprocal Pension Fund.
- (c) Waiver of Reciprocal Pension Benefits. Subject to applicable law, a Plan A Participant who is entitled to a Reciprocal Pension Benefit under the Trust Fund may waive the Reciprocal Pension Benefit in favor of any other type of pension or benefit provided by the Trust Fund.
- (d) Combined Service Credit Limited to One Credit per Year.

Except as otherwise provided in this paragraph (d), a Plan A Participant's Combined Service Credit shall be limited to one Combined Service Credit per year.

- (1) If, absent this paragraph (d), a Plan A Participant's Combined Service Credit would exceed one credit per year, the Reciprocal Pension Funds in which the Participant earned service credit in that year shall each make a pro rata reduction in the Participant's service credit so that the Combined Service Credit shall be equal to one. Each element of service credit (that is, Pension Credit or Year of Vesting Service, as applicable) shall be reduced on a pro rata basis. This rule shall also be applied in the case of a Reciprocal Pension Fund that provides for the earning of more than one service credit in a year.
- (2) Notwithstanding subparagraph (1), above, a Plan A Participant's service credit shall not be reduced for purposes of determining the Participant's Pension Credits.

ARTICLE V
PENSION CREDITS AND YEARS OF VESTING SERVICE

Section 5.01 Pension Credits and Vesting

Pension Credits and years of vesting service shall be determined in accordance with Appendix A or Appendix B, as applicable.

ARTICLE VI
FORMS OF PAYMENT

Section 6.01 Forms of Payment

The forms of Pension payments available to Participants and their Beneficiaries shall be determined in accordance with Appendix A or Appendix B, as applicable.

ARTICLE VII
APPLICATIONS, BENEFIT PAYMENTS, RETIREMENT
AND BENEFIT SUSPENSIONS

Section 7.01 Applications.

A pension must be applied for in writing in a form and manner prescribed by the Trustees and filed with the Trustees in advance of the date pension payments are to commence.

A Participant must notify the Trustees in writing of the first month after Retirement or other work cessation that would entitle the Participant to pension payments.

Section 7.02 Information, Proof, and Trustee Reliance.

Every Participant or Pensioner shall furnish, at the request of the Trustees, any information or proof reasonably required to determine his benefits rights. If a person makes a willfully false statement material to an application or furnishes fraudulent information or proof, benefits not Vested under this Plan (in accordance with Section 7.10 and Appendix A or Appendix B, as applicable) may be denied, suspended or discontinued as determined by Trustees. The Trustees shall have the right to recover any benefit payments made in reliance on any false or fraudulent statement, information or proof submitted by a Participant or Pensioner.

The Trustees shall be entitled to rely on written representations, consents, and revocations submitted by Participants, Spouses or other parties in making determinations under this Article and, unless such reliance is found to be arbitrary or capricious, the Trustees' determination shall be final and binding, and shall discharge the Fund and the Trustees from liability to the extent of the payments made. This means that, unless the Plan is administered in a manner determined to be inconsistent with the fiduciary standard of Part 4 of Title I of ERISA, the Fund shall not be liable under this Article for duplicate benefits with respect to the same Participant, or for surviving Spouse benefits in excess of the Actuarial Present Value of the benefits described in this Article, determined as of the Annuity Starting Date of the Participant's pension or, if earlier, the date of the Participant's death.

Section 7.03 Action of Trustees.

The Trustees are given discretionary powers and shall exercise such powers in a uniform and nondiscriminatory manner.

The Trustees shall, subject to the requirements of the law, be the sole judges of the standard of proof required in any case and the application and interpretation of the Plan, and decisions of the Trustees shall be final and binding to all parties.

All questions or controversies of whatsoever character arising in any manner or between any parties or persons in connection with this Plan or its operation, whether as to any claim for benefits, as to the construction of the language of this Plan or any rules and regulations adopted by the Trustees, or as to any writing, decision, instrument or account in connection with the operation of the Plan or otherwise, shall be submitted to the Board of Trustees for decision. In the event a claim for benefits has been denied, no lawsuit or other action against the Fund or its

Trustees may be filed until the matter has been submitted for review under the ERISA-mandated review procedures referenced in Section 7.04.

Section 7.04 Right of Appeal.

The Plan's procedures for processing claims and appeals comply with applicable Department of Labor regulations and are set forth in the Plan's Summary Plan Description.

Section 7.05 Benefit Payments Generally.

- (a) A Participant who is eligible to receive benefits under the Plan and who makes application in accordance with the rules of the Pension Plan shall be entitled upon the Annuity Starting Date to receive the monthly benefits provided for the remainder of his life, subject to the other provisions of this Article and of any other applicable provisions of this Plan.

- (b) Pension benefits shall be payable commencing with the Annuity Starting Date.

The Pension shall last be payable for the month in which the death of the Pensioner occurs except as provided in accordance with a survivor's pension option or any other provision of the Plan for payments after the death of the Pensioner.

- (c) Payment of benefits may begin sooner but shall begin no later than 60 days after the last of the following dates:

- (1) The end of the Plan Credit Year in which the Participant attained Normal Retirement Age;
 - (2) the end of the Plan Credit Year in which the Participant Retired, as defined in Section 7.08.
 - (3) the date the Participant filed a claim for benefits; and
 - (4) the date the Trustees were first able to ascertain entitlement to, or the amount of the pension.

- (d) If the Annuity Starting Date is after the Participant's Normal Retirement Age, the monthly benefit will be the accrued benefit at Normal Retirement Age, actuarially increased for each complete calendar month between Normal Retirement Age and the Annuity Starting Date of the Pension, for which benefits were not suspended pursuant to the provisions of this Plan, and then converted as of the Annuity Starting Date of the Pension to the benefit payment form elected in the pension application or to the automatic form of Joint and Survivor Pension, if no other form is elected.

- (1) If a Participant first becomes entitled to additional benefits after Normal Retirement Age, whether through additional service or because of a benefit increase, the actuarial increase in those benefits will start from the date they would first have been paid rather than Normal Retirement Age.

- (2) The actuarial increase will be 1% per month for the first 60 months after Normal Retirement Age and 1.5% per month for each month thereafter.
- (e) Any additional benefits earned by a Participant in Covered Employment after the Annuity Starting Date will be determined at the end of each Plan Credit Year and will be payable as of September 1 following the end of the Plan Credit Year in which it accrued.

Section 7.06 Missing Participants, Pensioner, Spouse and Beneficiaries

If, after due diligence (as described below and in accordance with any related Plan policies), the Trustees are not able to locate a Participant, Pensioner or Beneficiary who is entitled to payment(s) under this Plan, the Pension or other benefit of such Participant, Pensioner or Beneficiary shall be segregated on the books of the Fund until the Participant, Pensioner or Beneficiary is located or determined to be missing after due diligence. If the Participant, Pensioner or Beneficiary is entitled to receive a distribution and is not located after such due diligence by the Trustees, the Participant, Pensioner or Beneficiary shall be classified as a “Missing Participant, Pensioner or Beneficiary” and his Plan benefit shall, if applicable, be distributed in accordance with the terms of the Plan. Any costs of locating a Missing Participant, Pensioner or Beneficiary may be charged to the Plan benefit of such Missing Participant, Pensioner or Beneficiary. Once deemed a Missing Participant, Pensioner or Beneficiary, such individual shall no longer be considered a Participant, Pensioner or Beneficiary under the Plan. If a Missing Participant, Pensioner or Beneficiary reappears after his Plan benefit has been forfeited but prior to distribution, he may apply to the Plan for such benefit in accordance with the terms of this Plan.

If a Participant, Pensioner or Beneficiary is deemed missing and has not claimed benefits, the Plan must make a reasonable effort toward finding the missing Participant, Pensioner or Beneficiary before the benefits may be forfeited. Accordingly, the Plan shall: (i) use certified mail as opposed to standard delivery; (ii) check related Plan records to ascertain a proper or possible current address; (iii) check with the designated Beneficiary; (iv) use free internet locator resources, including search engines, public records, obituaries, and social media; and (v) if after exhausting the methods set forth in (i) through (iv) above, the Participant, Pensioner or Beneficiary remains missing, if deemed appropriate in the Trustees’ discretion based on factors such as the size of the benefit and the cost of further search efforts, use other internet search tools, locator services, credit reporting agencies, information brokers, investigation databases and analogous services that may involve charges.

Section 7.07 Required Minimum Distributions.

- (a) All distributions required under this Article shall be determined and made in accordance with Code Section 401(a)(9), including the incidental death benefit requirement in Code Section 401(a)(9)(G), and the Treasury Regulations thereunder.
- (b) Limits on distribution periods.

To the extent otherwise permitted under the terms of the Plan, as of the first Distribution Calendar Year, distributions to a Participant, if not made in a single sum, may only be made over one of the following periods:

- (1) The life of the Participant;
- (2) The joint lives of the Participant and a Designated Beneficiary;
- (3) A period certain not extending beyond the Life Expectancy of the Participant; or
- (4) A period certain not extending beyond the joint life and last survivor expectancy of the Participant and a Designated Beneficiary.

(c) Time and Manner of Distribution.

- (1) Required Beginning Date. The Participant's entire interest will be distributed, or begin to be distributed, to the Participant no later than the Participant's Required Beginning Date.
- (2) Death of Participant before distributions begin. If the Participant dies before distributions begin, the Participant's entire interest will be distributed, or begin to be distributed, no later than as follows:
 - (A) Life Expectancy rule, Spouse is Beneficiary. If the Participant's surviving Spouse is the Participant's sole Designated Beneficiary, then distributions to the surviving Spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age 72, if later.
 - (B) Life Expectancy rule, Spouse is not Beneficiary. If the Participant's surviving Spouse is not the Participant's sole Designated Beneficiary, then distributions to the Designated Beneficiary will begin by December 31st of the calendar year immediately following the calendar year in which the Participant died.
 - (C) No Designated Beneficiary, five-year rule. If there is no Designated Beneficiary as of September 30 of the year following the year of the Participant's death, then the Participant's entire interest will be distributed by December 31st of the calendar year containing the fifth anniversary of the Participant's death.
 - (D) Surviving Spouse dies before distributions begin. If the Participant's surviving Spouse is the Participant's sole Designated Beneficiary and the surviving Spouse dies after the Participant but before distributions to the surviving Spouse begin, this Section 7.06(c)(2), other than Section 7.06(c)(2)(A), will apply as if the surviving Spouse were the Participant.

- (3) For purposes of this Section, distributions are considered to begin on the Participant's Required Beginning Date (or, if Section 7.06(c)(2)(D) applies, the date distributions are required to begin to the surviving spouse under Section 7.06(c)(2)(A)). If annuity payments irrevocably commence to the Participant before the Participant's Required Beginning Date (or to the Participant's surviving Spouse before the date distributions are required to begin to the surviving Spouse under Section 7.06(c)(2)(A)), the date distributions are considered to begin is the date distributions actually commence.
- (4) Form of distribution. Unless the Participant's interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the Required Beginning Date, distributions will be made in accordance with Section 7.06(d), Section 7.06(e), and Section 7.06(f) as of the first Distribution Calendar Year. If the Participant's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of Code Section 401(a)(9) and the Treasury Regulations thereunder. Any part of the Participant's interest which is in the form of an individual account described in Code Section 414(k) will be distributed in a manner satisfying the requirements of Code Section 401(a)(9) and the Treasury Regulations thereunder applicable to individual accounts.

(d) Determination of Amount to be Distributed Each Year.

- (1) General annuity requirements. A Participant who is required to begin payments as a result of attaining his or her Required Beginning Date, whose interest has not been distributed in the form of an annuity purchased from an insurance company or in a single sum on or before such date, may receive such payments in the form of annuity payments under the Plan. Payments under such annuity must satisfy the following requirements:
 - (A) The annuity distributions will be paid in periodic payments made at intervals not longer than one year;
 - (B) The distribution period will be over a life (or lives) or over a period certain not longer than the period described in Section 7.06(e) and Section 7.06(f);
 - (C) Once payments have begun over a period certain, the period certain will not be changed, even if the period certain is shorter than the maximum period permitted;
 - (D) Payments will either be nonincreasing or increase only to the extent permitted by one or more of the following conditions:

- (a) By an annual percentage increase that does not exceed the annual percentage increase in an Eligible Cost-of-Living Index for a 12-month period ending in the year during which the increase occurs or the prior year;
- (b) By a percentage increase that occurs at specified times (e.g., at specified ages) and does not exceed the cumulative total of annual percentage increases in an Eligible Cost-of-Living Index since the Annuity Starting Date, or if later, the date of the most recent percentage increase. In cases providing such a cumulative increase, an actuarial increase may not be provided to reflect the fact that increases were not provided in the interim years;
- (c) 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 7.06(e) dies or is no longer the Participant's Beneficiary pursuant to a QDRO;
- (d) To allow a Beneficiary to convert the survivor portion of a joint and survivor annuity into a single sum distribution upon the Participant's death;
- (e) To pay increased benefits that result from a Plan amendment or other increase in the Participant's accrued benefit under the Plan;
- (f) By a constant percentage, applied not less frequently than annually, at a rate that is less than 5% per year;
- (g) To provide a final payment upon the death of the Participant that does not exceed the excess of the actuarial present value of the Participant's accrued benefit (within the meaning of Code Section 411(a)(7)) calculated as of the Annuity Starting Date using the applicable interest rate and the applicable mortality table described in Section 1.01 (or, if greater, the total amount of employee contributions) over the total of payments before the death of the Participant; or

(h) As a result of dividend or other payments that result from Actuarial Gains, provided:

- i. Actuarial Gain is measured not less frequently than annually;
- ii. The resulting dividend or other payments are either paid no later than the year following the year for which the actuarial experience is measured or paid in the same form as the payment of the annuity over the remaining period of the annuity (beginning no later than the year following the year for which the actuarial experience is measured);
- iii. The Actuarial Gain taken into account is limited to actuarial gain from investment experience;
- iv. The assumed interest rate used to calculate such Actuarial Gains is not less than 3%; and
- v. The annuity payments are not also being increased by a constant percentage as described in Section 7.06(d)(1)(D)(f) above.

(2) Amount required to be distributed by Required Beginning Date.

- (A) In the case of a Participant whose interest in the Plan is being distributed as an annuity pursuant to Section 7.06(d)(1), 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 7.06(c)(2)(A) or Section 7.06(c)(2)(B)) 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., semi-monthly, monthly, semi-annually, or annually). All of the Participant's benefit accruals as of the last day of the first Distribution Calendar Year will be included in the calculation of the amount of the annuity payments for payment intervals ending on or after the Participant's Required Beginning Date.
- (B) In the case of a single sum distribution of a Participant's entire accrued benefit during a Distribution Calendar Year, the amount

that is the required minimum distribution for the Distribution Calendar Year (and thus not eligible for rollover under Code Section 402(c)) is determined under this Section 7.06(d)(2)(B). The portion of the single sum distribution that is a required minimum distribution is determined by treating the single sum distribution as a distribution from an individual account Plan and treating the amount of the single sum distribution as the Participant's account balance as of the end of the relevant valuation calendar year. If the single sum distribution is being made in the calendar year containing the Required Beginning Date and the required minimum distribution for the Participant's first Distribution Calendar Year has not been distributed, then the portion of the single sum distribution that represents the required minimum distribution for the Participant's first and second Distribution Calendar Years is not eligible for rollover.

- (C) Additional accruals after first Distribution Calendar Year. Any additional benefits accruing to the Participant in a calendar year after the first Distribution Calendar Year will be distributed beginning with the first payment interval ending in the calendar year immediately following the calendar year in which such amount accrues. Notwithstanding the preceding, the Plan will not fail to satisfy the requirements of this Section 7.06(d)(2)(C) and Code Section 401(a)(9) merely because there is an administrative delay in the commencement of the distribution of the additional benefits accrued in a calendar year, provided that the actual payment of such amount commences as soon as practicable. However, payment must commence no later than the end of the first calendar year following the calendar year in which the additional benefit accrues, and the total amount paid during such first calendar year must be no less than the total amount that was required to be paid during that year under this Section 7.06(d)(2)(C).
- (D) Death after distributions begin. If a Participant dies after distribution of the Participant's interest begins in the form of an annuity meeting the requirements of this Article, then the remaining portion of the Participant's interest will continue to be distributed over the remaining period over which distributions commenced.

(e) Requirements for Annuity Distributions That Commence During Participant's Lifetime.

- (1) Joint life annuities where the Beneficiary is the Participant's Spouse. If distributions commence under a distribution option that is in the form of a joint and survivor annuity for the joint lives of the Participant and the Participant's Spouse, the minimum distribution incidental benefit

requirement will not be satisfied as of the date distributions commence unless, under the distribution option, the periodic annuity payment payable to the survivor does not at any time on and after the Participant's Required Beginning Date exceed the annuity payable to the Participant. In the case of an annuity that provides for increasing payments, the requirement of this Section 7.06(e)(1) will not be violated merely because benefit payments to the Beneficiary increase, provided the increase is determined in the same manner for the Participant and the Beneficiary. If the form of distribution combines a joint and survivor annuity for the joint lives of the Participant and the Participant's Spouse and a period certain annuity, the preceding requirements will apply to annuity payments to be made to the Designated Beneficiary after the expiration of the period certain.

- (2) Joint life annuities where the Beneficiary is not the Participant's Spouse. If distributions commence under a distribution option that is in the form of a joint and survivor annuity for the joint lives of the Participant and a Beneficiary other than the Participant's Spouse, then the minimum distribution incidental benefit requirement will not be satisfied as of the date distributions commence unless under the distribution option, the annuity payments to be made on and after the Participant's Required Beginning Date will satisfy the conditions of this Section 7.06(e)(2). The periodic annuity payment payable to the survivor must not at any time on and after the Participant's Required Beginning Date exceed the applicable percentage of the annuity payment payable to the Participant using the table set forth in Treasury Regulations Section 1.401(a)(9)-6, Q&A-2(c)(2). The applicable percentage is based on the adjusted Participant/Beneficiary age difference. The adjusted Participant/Beneficiary age difference is determined by first calculating the excess of the age of the Participant over the age of the Beneficiary based on their ages on their birthdays in a calendar year. If the Participant is younger than age 70, the age difference determined in the previous sentence is reduced by the number of years that the Participant is younger than age 70 on the Participant's birthday in the calendar year that contains the Annuity Starting Date. In the case of an annuity that provides for increasing payments, the requirement of this Section 7.07(e)(2) will not be violated merely because benefit payments to the Beneficiary increase, provided the increase is determined in the same manner for the Participant and the Beneficiary. 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 preceding requirements will apply to annuity payments to be made to the Designated Beneficiary after the expiration of the period certain.
- (3) 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 Treasury Regulations 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 Treasury Regulations 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 7.06(e)(3), 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 Treasury Regulations 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.

- (f) Requirements for Minimum Distributions Where Participant Dies Before Date Distributions Begin.
 - (1) Participant survived by Designated Beneficiary. If the Participant dies before the date that distribution of his or her interest begins and there is a Designated Beneficiary, the Participant's entire interest will be distributed, beginning no later than the time described in this Article, over the life of the Designated Beneficiary or over a period certain not exceeding:
 - (A) 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
 - (B) 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.
 - (2) No Designated Beneficiary. If the Participant dies before the date distributions begin and there is no Designated Beneficiary as of September 30 of the year following the year of the Participant's death, distribution of the Participant's entire interest will be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

- (3) Death of surviving Spouse before distributions to surviving Spouse 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 7.06(f) will apply as if the surviving Spouse were the Participant, except that the time by which distributions must begin will be determined without regard to Section 7.06(c)(2)(A).

(g) Definitions.

- (1) Actuarial Gain. Actuarial Gain means the difference between an amount determined using the actuarial assumptions (i.e., investment return, mortality, expense, and other similar assumptions) used to calculate the initial payments before adjustment for any increases and the amount determined under the actual experience with respect to those factors. Actuarial Gain also includes differences between the amount determined using actuarial assumptions when an annuity was purchased or commenced and such amount determined using actuarial assumptions used in calculating payments at the time the Actuarial Gain is determined.
- (2) Designated Beneficiary. Designated Beneficiary means the individual who is designated as the Beneficiary under the Plan and is the Designated Beneficiary under Code Section 401(a)(9) and Treasury Regulations Section 1.401(a)(9)-4, Q&A-1.
- (3) Distribution Calendar Year. Distribution Calendar Year means 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 that 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 7.06(c)(2)(A).
- (4) Eligible Cost-of-Living Index. An Eligible Cost-of-Living Index means an index described below:
 - (A) A consumer price index that is based on prices of all items (or all items excluding food and energy) and issued by the Bureau of Labor Statistics, including an index for a specific population (such as urban consumers or urban wage earners and clerical workers) and an index for a geographic area or areas (such as a given metropolitan area or state); or
 - (B) A percentage adjustment based on a cost-of-living index described in subsection (A) above, or a fixed percentage, if less. In any year

when the cost-of-living index is lower than the fixed percentage, the fixed percentage may be treated as an increase in an Eligible Cost-of-Living Index, provided it does not exceed the sum of:

- (a) The cost-of-living index for that year, and
 - (b) The accumulated excess of the annual cost-of-living index from each prior year over the fixed annual percentage used in that year (reduced by any amount previously utilized under this Section 7.06(g)(4)(B).
- (5) Life Expectancy. Life Expectancy means the life expectancy as computed by use of the Single Life Table in Treasury Regulations Section 1.401(a)(9)-9.

Section 7.08 Retirement.

- (a) General Rule. To be considered Retired, a Participant must have separated from Covered Employment and must not be engaged in any Disqualifying Employment.
- (b) Exceptions. A Participant who has separated from Covered Employment shall be considered Retired and not in Disqualifying Employment notwithstanding subsequent employment or reemployment after Normal Retirement Age with a Contributing Employer for less than 40 hours in any month.

Section 7.09 Suspension of Benefits.

- (a) Before Normal Retirement Age.

The monthly benefit shall be suspended for any month in which the Participant is employed in Disqualifying Employment before he has attained Normal Retirement Age.

In addition, the monthly benefits shall be suspended for the three consecutive months after any consecutive period of one or more months during which the Participant was engaged in Disqualifying Employment.

The Trustees may, for good cause, waive the additional period of suspension. The provisions of this paragraph shall not, however, result in the suspension of the benefit for any month after the Participant has attained Normal Retirement Age.

- (b) After Normal Retirement Age.

- (1) If the Participant has attained Normal Retirement Age, his monthly benefit shall be suspended for any month in which he worked or was paid for at least 40 hours in Totally Disqualifying Employment.

“Totally Disqualifying Employment” means employment or self-employment that is:

- (A) in an industry covered by the Plan when the Participant’s pension payments began;
- (B) in the geographic area covered by the Plan when the Participant’s pension began; and
- (C) in any occupation in which the Participant worked under the Plan at any time or any occupation covered by the Plan at the time the Participant’s pension payments began.

However, if a Participant worked in Covered Employment only in a skilled trade or craft, employment or self-employment shall be Totally Disqualifying Employment only if it is in work that involves the skill or skills of that trade or craft directly or, as in the case of supervisory work, indirectly. In any event, work for which contributions are required to be made to the Plan shall be Totally Disqualifying Employment.

- (2) The term “industry covered by the Plan” means the Lumber Industry and any other industry in which Employees covered by the Plan were employed when the Participant’s pension began or, but for suspension under this Article, would have begun.
- (3) The geographic area covered by the Plan is the State of Illinois and all of any Standard Metropolitan Statistical Area which falls in part within Illinois and any other area covered by the Plan when the Participant’s pension payments began or, but for suspension under this Article, would have begun.

The geographical area covered by the Plan shall also include any area covered by a plan which, under a reciprocal agreement in effect when the Participant’s pension payments began, had forwarded contributions to this Plan, on the basis of which this Plan accrued benefits for the Participant.

- (4) If a Retired Participant re-enters Covered Employment to an extent sufficient to cause a Suspension of Benefits, and his pension payments are subsequently resumed, the industry and area covered by the Plan “when the Participant’s pension began” shall be the industry and area covered by the Plan when his pension was resumed.
- (5) Paid non-work time shall be counted toward the measure of 40 hours if paid for vacation, holiday, illness or other incapacity, layoff, jury duty, or other leave of absence. However, time compensated under a Workers’ Compensation or temporary disability benefits law shall not be so counted.

- (6) Notwithstanding any other provision of this section, as of the Participant's Required Beginning Date no Employment will be considered Disqualifying Employment with respect to the Participant.
- (c) Overpayment of Benefits. If benefits were paid for a month for which benefits were later determined to be suspended, the overpayment shall be recoverable through deductions from future pension payments, pursuant to Section 7.09(f) below, and in accordance with Section 7.03.
- (d) Notices.
 - (1) Upon commencement of pension payments, the Trustees shall notify the Pensioner of the Plan rules governing Suspension of Benefits, including identity of the industries and area covered by the Plan. If benefits have been suspended and payment resumed, new notification shall, upon resumption, be given to the Participant, if there has been any material change in the suspension rules or the identity of the industries or area covered by the Plan.
 - (2) A Pensioner shall notify the Plan in writing 15 days after starting any work of a type that is or may be disqualifying under the provisions of the Plan and without regard to the number of hours of such work (that is, whether or not less than 40 hours in a month). If a Pensioner has worked in Disqualifying Employment in any month and has failed to give timely notice to the Plan of such employment, the Trustees shall presume that he worked for at least 40 hours in such month and any subsequent month before the Participant gives notice that he has ceased Disqualifying Employment. The Participant shall have the right to overcome such presumption by establishing to the satisfaction of the Trustees that his work was not in fact an appropriate basis, under the plan, for suspension of his benefits.

The Trustees shall inform all retirees at least once every 12 months of the re-employment notification requirements and the presumption set forth in this paragraph.
 - (3) A Pensioner whose pension has been suspended shall notify the Plan when Disqualifying Employment has ended. The Trustees shall have the right to hold back benefit payments until such notice is filed with the Plan.
 - (4) A Participant may ask the Plan whether a particular employment will be disqualifying. The Plan shall provide the Participant with its determination.
 - (5) The Plan shall inform a Participant of any Suspension of Benefits by notice given by personal delivery or first class mail during the first calendar month in which his benefits are withheld.

(e) Review.

A Participant shall be entitled to a review of a determination suspending his benefits by written request filed with the Trustees within 90 days of the notice of suspension.

The same right of review shall apply, under the same terms, to a determination by or on behalf of the Trustees that contemplated employment will be disqualifying.

(f) Resumption of Benefit Payments.

- (1) Benefits shall be resumed for the months after the last month for which benefits were suspended, with payments beginning no later than the third month after the last calendar month for which the Participant's benefit was suspended, provided the Participant has complied with the notification requirements of Section 7.09(d)(3) above.
- (2) Overpayments attributable to payments made for any month or months for which the Participant had Disqualifying Employment shall be deducted from pension payments otherwise paid or payable subsequent to the period of suspension. A deduction from a monthly benefit for a month after the Participant attained Normal Retirement Age shall not exceed 25% of the pension amount (before deduction), except that the Plan may withhold up to 100% of the first pension payment made upon resumption after a suspension. If a Pensioner dies before recoupment of overpayment has been completed, deduction shall be made from the benefits payable to his Beneficiary or Spouse receiving a pension subject to the 25% limitation on the rate of deduction.

Section 7.10 Vested Status or Nonforfeitability.

(a) Vested Status is earned as follows:

- (1) A Participant's right to his Normal Retirement Benefit is nonforfeitable upon his attainment of Normal Retirement Age, except to the extent that benefits are cancelled pursuant to Section 8.07 because the Employer has ceased to contribute to the Plan with respect to the employment unit in which the Participant was employed.
- (2) A Participant acquires Vested Status after completion of five Years of Vesting Service (ten Years of Vesting Service prior to September 1, 1999). A Participant who performs work in Non-Bargained Employment acquires Vested Status in accordance with **Error! Reference source not found.**

Years of Vesting Service that are not taken into account because of a Permanent Break in Service do not count in determining a Participant's Vested Status.

- (b) No amendment of this Plan may take away a Participant's Vested Status if he has already earned it at the time of the amendment. Also, an amendment may not change the schedule on which a Participant acquires Vested Status, unless each Participant who has credit for at least three Years of Vesting Service at the time the amendment is adopted or effective (whichever is later) is given the option of achieving Vested Status on the basis of the pre-amendment schedule. That option may be exercised within 60 days after the latest of the following date:
 - (1) when the amendment was adopted,
 - (2) when the amendment became effective, or
 - (3) when the Participant was given written notice of the amendment.
- (c) For purposes of applying the provisions of this Section and of determining when a Participant has acquired nonforfeitable rights, as defined under the law, a person who has completed the required number of Years of Vesting Service will be 100% vested. While this Plan provides Regular, Deferred, Early Retirement, Reciprocal (for Plan A Participants) and Disability Pensions on the basis of requirements that may be met by some Participants who have not completed the required number of Years of Vesting Service, such eligibility rules represent provisions of the Plan above and beyond its vesting schedule.

Section 7.11 Incompetence or Incapacity of a Pensioner or Beneficiary.

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

If a Pensioner or Beneficiary appears to be incompetent, the Trustees, can require a court order directing pension payment to a proper party.

Section 7.12 Non-Assignment of Benefits.

- (a) No Participant, Pensioner or Beneficiary hereunder shall have the right to assign, alienate, transfer, sell, hypothecate, mortgage, encumber, pledge or anticipate any Retirement payments or portions thereof (and any such assignment, alienation, transfer, sale, hypothecation, mortgage, encumbrance, pledge, or anticipation shall be void and of no effect whatsoever). So that such Retirement payments or portions heretofore shall not in any way be subject to any legal process, execution, attachment or garnishment or be used for the payment of any claims against any Participant, Pensioner or Beneficiary, or be subject to the jurisdiction of any bankruptcy court or insolvency proceedings, by operation of law or otherwise, the Trustees shall have the right to terminate or postpone

any Pension payments to a Pensioner or Beneficiary and to use and apply the benefits as the Trustees may deem best directly for the support and maintenance of such Pensioner or Beneficiary.

- (b) Notwithstanding Subsection (a) or any other provision of the Plan, benefits shall be paid in accordance with a QDRO, and with written procedures adopted by the Trustees in connection with such orders, which shall be binding on all Participants, Beneficiaries and other parties. In no event shall the existence or enforcement of a QDRO cause the Fund to pay benefits with respect to a Participant in excess of the Actuarial Present Value of the Participant's benefits without regard to the Order, and benefits otherwise payable under this Plan shall be reduced by the Actuarial Present Value of any payment ordered to be made under a QDRO.

A domestic relations order that otherwise satisfies the requirements for a QDRO will not fail to be a QDRO: (i) solely because the order is issued after, or revises, another domestic relations order or QDRO; or (ii) solely because of the time at which the order is issued, including issuance after the Annuity Starting Date or after the participant's death. A domestic relations order described in the prior sentence is subject to the same requirements and protections that apply to QDROs.

Section 7.13 Small Benefit Cashouts.

If the Actuarial Present Value of a pension of a Participant who is eligible for a pension:

- (a) does not exceed \$1,000, payment of the Participant's benefit shall be paid in a lump sum that is the Actuarial Present Value of the pension, unless the Participant elects to have such amount directly transferred to an eligible retirement plan as that term is defined in Code Section 402(c)(8)(B);
- (b) exceeds \$1,000 but is less than \$5,000, the Participant may elect a pension or a lump sum payment that is the Actuarial Present Value of the Pension.

This Section shall not apply after payment of the Participant's pension has begun, unless the Participant or Beneficiary consents in writing to the single-sum distribution. Such lump sum payment or direct transfer shall be made as soon as reasonably practicable after the Participant ceases to be an Employee.

Section 7.14 No Right to Assets.

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

Section 7.15 Actuarial Review.

This Pension Plan has been adopted on the basis of an actuarial calculation which has established, to the extent possible, that the contributions will, if continued, be sufficient to

maintain the Plan on a permanent basis. However, it is recognized that the benefits provided by this Pension Plan can be paid only to the extent that the Plan has available adequate resources for those payments. Consequently, the Trustees shall have prepared an annual actuarial valuation of the Fund. Such valuation shall be performed by a firm at least one of whose members or employees must be a Fellow or Associate of the Society of Actuaries and an enrolled actuary as required by ERISA.

Section 7.16 Notice and Explanation

- (a) The Trustees shall provide to each Plan Participant a written explanation of:
 - (1) the terms and conditions of the normal form of benefit;
 - (2) the Participant's right to waive the normal form of benefit and the effect of such waiver;
 - (3) the rights of the Participant's Spouse with respect to such waiver;
 - (4) the right to revoke an election to receive an optional form of benefit and the effect of such revocation; and
 - (5) the conditions for receipt and other material features of the optional forms of payment, including information to explain the relative value of such optional forms of payment.
- (b) Such explanation shall be provided:
 - (1) no more than 180 days before the Participant's benefit commencement date; and
 - (2) no less than 30 days before the first distribution to the Participant is actually made, unless
 - (A) the Participant has been provided with information that indicates that he has at least 30 days to consider his election, and the Participant elects to waive such 30-day consideration period before a distribution of benefits begins;
 - (B) the Participant's Spouse has consented to the chosen mode of payment, if required under Section 3.06 above;
 - (C) the Participant is permitted to revoke any affirmative distribution election at least until the expiration of the seven-day period beginning on the day after the explanation was provided; and
 - (D) the distribution commences more than seven days after the explanation is provided.

- (c) Notices given to Participants pursuant to Code Section 411(a)(11) shall include a description of how much more benefits will be if the commencement of distributions is deferred.
- (d) Notices to Participants shall include the relative values of the various optional forms of benefit, if any, under the Plan as provided in Treasury Regulations Section 1.417(a)-3.

ARTICLE VIII MISCELLANEOUS

Section 8.01 Non-Reversion.

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

Section 8.02 Gender.

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

Section 8.03 Military Service

In the case of a death occurring on or after January 1, 2007, if a Participant dies while performing qualified military service (as defined in Code Section 414(u)), the beneficiaries of the Participant are entitled to any additional benefits (other than benefit accruals 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.

To the extent required by federal law, a Plan Participant who leaves employment with an Employer for active military service of the United States in time of war, national emergency, or pursuant to a national conscription law shall earn Pension Credit and Years of Vesting Service, provided that such Employee returns to or seeks employment with an Employer within 90 days after separation from active duty or termination of a disability incurred and commencing while in such military service.

In order to be granted Pension Credits and Vesting Service, a Participant must satisfy the conditions set forth in the Uniformed Services Employment and Reemployment Rights Act of 1999 ("USERRA") or other applicable federal law.

Section 8.04 Governing Law and Venue

The provisions of the Plan shall be construed, administered and enforced in accordance with the provisions of ERISA and, to the extent applicable, the laws of the state of Illinois. All contributions to the Trust shall be deemed to take place in the state of Illinois. The exclusive venue for resolving any disputes arising out of or relating to this Agreement shall be the United States District Court for the Northern District of the State of Illinois - Eastern Division.

Section 8.05 Limitation of Liability.

The Pension Plan has been established on the basis of an actuarial calculation which has established, to the extent possible, that the contributions will, if continued, be sufficient to maintain the Plan on a permanent basis, fulfilling the funding requirements of ERISA. Except for liabilities which may result from provisions of ERISA, or law, nothing in this Plan shall be

construed to impose any obligation to contribute beyond the obligation of the employer to make contributions as stipulated in its Collective Bargaining Agreement with the Union.

There shall be no liability upon the Trustees individually, or collectively, or upon the Union to provide the benefits established by this Pension Plan, if the Pension Fund does not have assets to make such payments.

Section 8.06 New Employers.

- (a) If an Employer is sold, merged or otherwise undergoes a change of company identity, the successor company shall participate as to the Employees theretofore covered in the Pension Plan just as if it were the original company, provided it remains a Contributing Employer.
- (b) No new employer may be admitted to participation in the Pension Fund and this Pension Plan except upon approval by the Trustees. The participation of any such new Employer shall be subject to such terms and conditions as the Trustees may lawfully prescribe including, but not limited to, the imposition of waiting periods in connection with the commencement of benefits, a requirement for retroactive contributions or the application of modified benefit conditions and amounts. In adopting applicable terms and conditions, the Trustees shall take into account such requirements as they may deem necessary to preserve the actuarial soundness of the Pension Fund and to preserve an equitable relationship with the contributions required from other participating Employers and the benefits provided to their Employees.

Section 8.07 Terminated Employer.

- (a) The provisions of this section establish the respective obligations of the Pension Fund and of the Employer in the event that an Employer ceases to participate in the Pension Fund as a Contributing Employer with respect to a bargaining unit.
- (b) An Employer ceases to participate in the Pension Fund with respect to a bargaining unit if it is determined by the Trustees to be terminated because it no longer has a Collective Bargaining Agreement for the bargaining unit requiring contributions to the Pension Fund or because it fails to make the contributions for which it is obligated for the unit for a period of 120 days.
- (c) Upon the termination of the participation of an Employer unit, the Trustees may, in the interest of preserving the actuarial soundness of the Pension Fund, limit the liability of the Fund so that it is not liable for benefits accrued as a result of service within a bargaining unit before it participated in the Plan, and after it ceased to participate in the Plan, and moreover, is not liable for benefits that cannot be paid out of "net contributions." "Net contributions" shall be the contributions received from the Employer with respect to the terminated unit, less the sum of benefits paid during the participation of the Employer unit and attributable to Participants' service in the terminated unit, each adjusted for administration expenses and investment yield as determined by the Trustees on a reasonable basis. The Trustees, the Employers who remain as Contributing

Employers (with respect to the units for which they continue to maintain this Plan), or the Union shall not be obligated to make such payments.

Any benefits not paid on the basis of this section shall be the obligation of the Employer.

- (d) The Trustees may discharge their liability under this section by allocating assets sufficient to meet their liability for benefits, as defined under Subsection (c) above, or by transferring such assets to a successor plan, if one has been established by the Employer or to the Pension Benefit Guaranty Corporation, or to a Trustee appointed pursuant to Title IV of the ERISA.
- (e) The Trustees may amend this section if, and to the extent, necessary to retain the status of the Plan as a multiemployer pension plan under ERISA.

Section 8.08 Mergers and Consolidations.

This Pension Plan may not merge or consolidate with, or transfer its assets or liabilities to, any other plan, unless each Participant in the Plan would (if the Plan then terminated) receive a benefit immediately after the merger, consolidation, or transfer which is equal to or greater than the benefit he would have been entitled to receive immediately before the merger, consolidation, or transfer (if the Plan had then terminated). This section shall apply in the case of this Plan only to the extent determined by the Pension Benefit Guaranty Corporation.

Section 8.09 Amendment.

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

- (a) as necessary to establish or maintain the qualifications of the Plan or the Trust Fund under the Code and to maintain compliance of the Plan with the requirements of ERISA, or
- (b) if the amendment meets the requirements of ERISA Section 302(c)(8) and Code Section 412(c)(8), and the Secretary of Labor has been notified of such amendment and has either approved of it or, within 90 days after the date on which such notice was filed, he failed to disapprove.

Notwithstanding the above, effective for Plan Credit Years beginning on or after July 1, 2007, no amendment to the Plan (including a change in the actuarial basis for determining optional or early retirement benefits) shall be effective to the extent that it has the effect of decreasing a Participant's Pension. For purposes of this paragraph, a Plan amendment that has the effect of (1) eliminating or reducing an early retirement benefit or a retirement-type subsidy, or (2) eliminating an optional form of benefit, with respect to benefits attributable to service before the amendment shall be treated as reducing accrued benefits. In the case of a retirement-type subsidy, the preceding sentence shall apply only with respect to a Participant who satisfies (either before or after the amendment) the pre-amendment conditions for the subsidy. Notwithstanding the preceding sentences, a Participant's Pension, early retirement benefit,

retirement-type subsidy, or optional form of benefit may be reduced to the extent permitted Code Section 412(d)(2), or to the extent permitted under Regulations Sections 1.411(d)-3 and 1.411(d)-4. For purposes of this paragraph, a retirement-type subsidy is the excess, if any, of the actuarial present value of a retirement-type benefit over the actuarial present value of the accrued benefit commencing at Normal Retirement Age or at actual commencement date, if later, with both such actuarial present values determined as of the date the retirement-type benefit commences.

Section 8.10 Termination.

(a) Right to Terminate.

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

(b) Priorities of Allocation.

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

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

- (A) in the case of the pension of a Participant or Beneficiary which was in pay status as of the beginning of the three-year period ending on the termination date of the Plan, to each such pension, based on the provisions of the Plan (as in effect during the five-year period ending on such date) under which such pension would be the least. The lowest pension in pay status during the three-year period shall be considered the pension in pay status for such period.
- (B) in the case of a pension of a Participant or Beneficiary which would have been in pay status as of the beginning of such three-year period if the Participant had Retired prior to the beginning of the three year period if his pension had commenced (in the standard form) as of the beginning of such period, to each such pension based on the provisions of the Plan (as in effect during the five-year period ending on such date) under which the pension would be the least.

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

(3) Third, to all other vested benefits under the Plan.

(4) Fourth, to all other benefits under the Plan.

(c) Allocation Procedure.

For purposes of Section 8.09(b):

- (1) The amount allocated under any paragraph of subsection (b) with respect to any benefit shall be properly adjusted for any allocation of assets with respect to that benefit under a prior paragraph of that subsection.
- (2) If the assets available for allocation under any paragraph of subsection (b) (other than paragraphs (3) and (4)) are insufficient to satisfy in full the benefits of all individuals which are described in that paragraph, the assets shall be allocated pro-rata among such individuals on the basis of the present value (as of the termination date) of their respective benefits described in that paragraph.
- (3) This paragraph applies if the assets available for allocation under subsection (b)(3) are not sufficient to satisfy in full the benefits of individuals described in that paragraph.
 - (A) If this Subparagraph applies, except as provided in Subparagraph (B), below, the assets shall be allocated to the benefits of individuals described in subsection (b)(3) on the basis of the benefits of individuals which would have been described in subsection (b)(3) under the Plan as in effect at the beginning of the five-year period ending on the date of Plan termination.
 - (B) If the assets available for allocation under Subparagraph (A) above, are sufficient to satisfy in full the benefits described in such Subparagraph (without regard to this Subparagraph), then for purposes of Subparagraph (A), benefits of individuals described in such paragraph shall be determined on the basis of the Plan as amended by the most recent Plan amendment effective during such five-year period under which the assets available for allocation are sufficient to satisfy in full the benefits of individuals described in Subparagraph (A) and any assets remaining to be allocated under Subparagraph (A) on the basis of the Plan as amended by the next succeeding Plan Amendment effective during such period.

ARTICLE IX TOP HEAVY PROVISIONS

Section 9.01 Purpose and Effect.

The provisions of this ARTICLE IX shall be effective for each Plan Credit Year in which the Plan is a “Top Heavy Plan” (defined below) within the meaning of Code Section 416(g) and shall supersede any conflicting provisions in the Plan. The Plan administrator shall have sole responsibility for determining whether the Plan is a Top Heavy Plan.

Section 9.02 Top Heavy Plan.

In general, the Plan will be a Top-Heavy Plan for any Plan Credit Year if, as of the last day of the preceding Plan Credit Year and (ii) in the case of the first Plan Credit Year of a new Plan, the last day of such Plan Credit Year (the “Determination Date”), the Top-Heavy Ratio for the Plan (and any other Plan which is aggregated in accordance with Section 9.04 including any Simplified Employee Pension Plan) exceeds 60%. The “Top-Heavy Ratio” for the Plan (and such other plans) is equal to the ratio of the sum of the amounts in (a), (b), and (c) below for Key Employees (as defined below and in Code Section 416(i)(1)) to the sum of such amounts for all employees who are covered by a defined contribution plan or defined benefit plan which is aggregated in accordance with Section 9.04:

- (a) The present value of aggregate accrued benefits of Participants under the Plan.
- (b) The aggregate account balances of Participants under any defined contribution plan included in Section 9.04.
- (c) The present value (based on the actuarial assumptions specified in Section 1.01) of the cumulative accrued benefits of Participants calculated under any other defined benefit plan included in Section 9.04.

The accounting date coincident with the last day of the Plan Credit Year shall be the “Valuation Date” for purposes of determining the value of account balances and the Present Value of accrued benefits. In making the foregoing determination: (1) a Participant’s account balances or cumulative accrued benefits shall be increased by the aggregate distributions, if any, made with respect to the Participant during the five-year period ending on the Determination Date, including distributions under a terminated plan which, if it had not been terminated, would have been required to be included in the aggregation group, (2) the account balances or cumulative accrued benefits of a Participant who was previously a Key Employee, but who is no longer a Key Employee, shall be disregarded, (3) the account balances or cumulative accrued benefits of a Beneficiary of a Participant shall be considered accounts of the Participant, (4) the account balances or cumulative accrued benefits of a Participant who has not been credited with at least one Hour of Service with an Employer or related Employer at any time during the five-year period ending on the Determination Date shall be disregarded, (5) any rollover contribution (or similar transfer) from a plan maintained by an unrelated employer to the Plan initiated by a Participant shall not be taken into account as part of the Participant’s accrued benefits under the Plan, and (6) any contribution not actually made as of the Determination Date, but which is required to be taken into account under Code Section 416 and the regulations promulgated

thereunder, shall be taken into account. The accrued benefit of a Participant other than a Key Employee shall be determined under: (i) the method, if any, that uniformly applies for accrual purposes under all defined benefit plans maintained by the Employer; or (ii) if there is no such method, as if such benefit accrued not more rapidly than the slowest accrual rate permitted under the fractional rule of Code Section 411(b)(1)(C).

Section 9.03 Application.

This Section shall apply for purposes of determining whether the Plan is a Top-Heavy Plan under Code Section 416(g), and whether the Plan satisfies the minimum benefits requirements of Code Section 416(c).

(a) Determination of top-heavy status.

- (1) Key employee. In general, a “Key Employee” means an Employee or former Employee (and the Beneficiaries of such Employee) who, at any time during the applicable Plan Year, is:
 - (A) an officer of an Employer or affiliated employer receiving annual earnings from the Employer and any affiliated employer in excess of \$180,000 (as adjusted) (for Plan Years beginning on or after December 31, 2018); provided that, for purposes of this subparagraph (a), no more than 50 Employees of the Employer and any affiliated employer (or, if lesser, the greater of three Employees or 10% of the Employees) shall be treated as officers;
 - (B) a 5% owner of an Employer or any affiliated employer; or
 - (C) a 1% owner of an Employer or any affiliated employer receiving annual earnings therefrom of more than \$150,000.

The determination of who is a Key Employee will be made in accordance with Code Section 416(i)(1) and the regulations thereunder. A “Non-Key Employee” is each Employee who is not a Key Employee, as defined above. Annual earnings means compensation as defined in Code Section 415(c)(3), but including amounts contributed by the Employer pursuant to a salary reduction agreement which are excludable from the employee’s gross income under Code Sections 125, 402(a)(8), 402(h) or 403(b).

- (2) Determination of present values and amounts. This section (2) shall apply for purposes of determining the present values of accrued benefits and the amounts of account balances of Employees as of the Determination Date.
 - (A) Distributions during year ending on the Determination Date. The present values of accrued benefits of an Employee as of the Determination Date shall be increased by the distributions made with respect to the Employee under the Plan and any plan aggregated with the Plan under Code Section 416(g)(2) during the

one-year period ending on the Determination Date. The preceding sentence shall also apply to distributions under a terminated plan which, had it not been terminated, would have been aggregated with the Plan under Code Section 416(g)(2)(A)(i). In the case of a distribution made for a reason other than severance from employment, death, or disability, this provision shall be applied by substituting “five-year period” for “one-year period.”

- (B) Employees not performing services during year ending on the determination date. The accrued benefits and accounts of any individual who has not performed services for the Employer during the one-year period ending on the determination date shall not be taken into account.
- (b) Minimum benefits. For purposes of satisfying the minimum benefit requirements of Code Section 416(c)(1) and the Plan, in determining Years of Service with the Employer, any service with the Employer shall be disregarded to the extent that such service occurs during a Plan Credit Year when the Plan benefits (within the meaning of Code Section 410(b)) no Key Employee or former Key Employee.

Section 9.04 Aggregation of Plans.

Each other defined contribution plan or defined benefit plan maintained by the Employer or any affiliated company which covers a Key Employee as a Participant at any time during the determination period (regardless of whether the plan has terminated) or which is maintained by the Employer or any Affiliated Company in order for a plan covering a Key Employee to qualify under Code Sections 401(a)(4) or 410, shall be aggregated with the Plan in determining whether the Plan is top heavy (“required aggregation”). In addition, any other defined contribution or defined benefit plan of the Employer or any affiliated company may be included if all such plans which are included when aggregated will continue to qualify under Code Sections 401(a)(4) and 410.

Section 9.05 Top Heavy Vesting

- (a) Notwithstanding the determination of Vested Status in accordance with the terms of the Plan, for any Top Heavy Calendar Year, the vested portion of any Participant’s accrued benefit shall be determined on the basis of the Participant’s number of Years of Vesting Service. A Participant shall achieve Vested Status once he acquires three Years of Vesting Service.
- (b) If, in any subsequent Calendar Year, the Plan ceases to be a Top Heavy Plan, the Trustees may elect to:
 - (1) continue to apply this vesting schedule in determining the Vested portion of any Participant’s accrued benefit, or
 - (2) revert to the vesting schedule in effect before this Plan became a Top Heavy Plan pursuant to Code Section 411(a)(10). The nonforfeitable

percentage of the accrued benefit before the Plan ceased being Top Heavy, therefore, must not be reduced and any Participant with three or more years of service must be given the option of remaining under the Top Heavy vesting schedule. Any such reversion shall be treated as a Plan amendment.

Section 9.06 Determination Of Present Values And Amounts

This section shall apply for purposes of determining the present values of accrued benefits and the amounts of account balances of Employees as of the determination date.

- (a) **Distributions During Year Ending On The Determination Date.** The present values of accrued benefits and the amounts of account balances of an Employee as of the Determination Date shall be increased by the distributions made with respect to the employee under the Plan and any plan aggregated with the Plan under Code Section 416(g)(2) during the one-year period ending on the Determination Date. The preceding sentence shall also apply to distributions under a terminated plan which, had it not been terminated, would have been aggregated with the Plan under Code Section 416(g)(2)(A)(i). In the case of a distribution made for a reason other than severance from employment, death, or disability, this provision shall be applied by substituting "five-year period" for "one-year period."
- (b) **Employees Not Performing Services During Year Ending On The Determination Date.** The accrued benefits and accounts of any individual who has not performed services for the Employer during the one-year period ending on the Determination Date shall not be taken into account.

Section 9.07 Minimum Benefit.

- (a) The minimum accrued benefit derived from Employer contributions to be provided under this Section for each Employee who is a Participant during a Top Heavy Plan Credit Year shall equal the product of (1) 1/12th of 415 Compensation averaged over the five consecutive Limitation Years (or actual number of "limitation years," if less) which produce the highest average, and (2) the lesser of (i) 2% multiplied by Years of Service, or (ii) 20%, expressed as a single life annuity.
- (b) For purposes of providing the minimum benefit under Code Section 416, an Employee who is not a Participant solely because (1) his Compensation is below a stated amount or (2) he declined to make mandatory contributions (if required) to the Plan, will be considered to be a Participant. Furthermore, such minimum benefit shall be provided regardless of whether such Employee is employed on a specified date.
- (c) For purposes of this Section, Years of Service for any Plan Credit Year beginning before January 1, 1984, or for any Plan Credit Year during which the Plan was not a Top Heavy Plan shall be disregarded.
- (d) For purposes of this Section, 415 Compensation for any Limitation Year ending in a Plan Credit Year which began prior to January 1, 1984, subsequent to the last Limitation Year

during which the Plan is a Top Heavy Plan, or in which the Participant failed to complete a Year of Service, shall be disregarded.

- (e) For the purposes of this Section, 415 Compensation shall be limited to \$280,000, effective for Plan Credit Years beginning after December 31, 2018. Such amount shall be adjusted at the same time and in the same manner as permitted under Code Section 415(d).
- (f) The accrued benefit under this Section shall be the Actuarial Equivalent of the minimum accrued benefit under (a) above pursuant to Section 1.01.
- (g) If payment of the minimum accrued benefit commences at a date other than Normal Retirement Date, the minimum accrued benefit shall be the Actuarial Equivalent of the minimum accrued benefit commencing at Normal Retirement Date pursuant to Section 1.01.

Section 9.08 Coordination of Benefits.

If a Participant is covered by another plan maintained by the Employer or any affiliated company, the minimum benefit otherwise required under Section 9.07 may be reduced to prevent inappropriate duplication of required minimum contributions. Accordingly, the provisions of Section 9.07 shall not apply to any Participant to the extent the Participant is covered by another plan or plans of the Employer and the minimum contribution requirements will be met in the other plan or plans.

Section 9.09 Benefit Accrual.

Solely for the purpose of determining if the Plan, or any other plan included in a required aggregation group of which the Plan is a part, is Top-Heavy (within the meaning of Code Section 416(g)) the accrued benefit of an Employee other than a Key Employee shall be determined under (a) the method, if any, that uniformly applies for accrual purposes under all plans maintained by the Employers, or (b) if there is no such method, as if such benefit accrued not more rapidly than the slowest accrual rate permitted under the fractional accrual rate of Code Section 411(b)(1)(C).

ARTICLE X ROLLOVERS

Section 10.01 Rollovers

Notwithstanding any provision of the Plan to the contrary that would otherwise limit a distributee's election under this Article, a distributee may elect, at the time and in the manner prescribed by the Plan administrator, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover.

Section 10.02 Definitions

(a) Eligible rollover distribution.

An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated beneficiary, or for a specified period of ten 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 (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities).

(b) Eligible retirement plan.

An eligible retirement plan is an individual retirement account described in Code Section 408(a), an individual retirement annuity described in Code Section 408(b), a Roth IRA described in Code Section 408A(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 an eligible employer 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.

The definition of eligible retirement plan shall also apply in the case of a distribution to a surviving Spouse, or to a Spouse or former Spouse who is the alternate payee under a QDRO.

An Eligible Rollover Distribution also can be made to a non-spouse Beneficiary's individual retirement account or individual retirement annuity.

A Participant may elect to transfer employee after-tax contributions by means of a direct rollover to a qualified plan or to a 403(b) plan that agrees to account separately for amounts so transferred (including interest thereon), including accounting separately for the portion of such distribution which is includible in gross income and the portion of such distribution which is not includible in gross income.

(c) Distributee.

A distributee includes an Employee or former Employee. In addition, the Employee's or former Employee's surviving Spouse and the Employee's former Spouse who is the alternate payee under a qualified domestic relations order, as defined in ERISA Section 206(d)(3), are distributee's with regard to the interest of the Spouse or former Spouse.

A non-Spouse Beneficiary who is a "designated beneficiary" under Code Section 401(a)(9)(E) and the regulations thereunder, by a direct trustee-to-trustee transfer ("direct rollover"), may roll over all or any portion of his distribution to an individual retirement account the beneficiary establishes for purposes of receiving the distribution. In order to be able to roll over the distribution, the distribution otherwise must satisfy the definition of an eligible rollover distribution.

Although a non-Spouse Beneficiary may roll over directly a distribution as provided above, the distribution is not subject to the direct rollover requirements of Code Section 401(a)(31) (including the automatic rollover provisions of Code Section 401(a)(31)(B)), the notice requirements of Code Section 402(f) or the mandatory withholding requirements of Code Section 3405(c). If a non-Spouse Beneficiary receives a distribution from the Plan, the distribution is not eligible for a "60-day" rollover.

If the Participant's named Beneficiary is a trust, the Plan may make a direct rollover to an individual retirement account on behalf of the trust, provided the trust satisfies the requirements to be a designated beneficiary within the meaning of Code Section 401(a)(9)(E).

(d) Direct rollover.

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

Section 10.03 Rollovers from Other Plans

While the Plan will pay a distributee's benefit in the form of a direct rollover, as set forth in this Article, the Plan will neither recognize nor accept a rollover from another retirement plan, individual retirement account or individual retirement annuity.

ARTICLE XI

CODE SECTION 415 LIMITATIONS

Section 11.01 Annual Benefit.

- (a) 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.
- (b) Adjustment if in two defined benefit plans. If the Participant is, or has ever been, a Participant in another qualified defined benefit plan maintained by the Participant's 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 Participant's benefit shall be limited in accordance with the terms of the Plans.
- (c) Other rules applicable. The limitations of this Article shall be determined and applied taking into account the rules in Section 11.03.

Section 11.02 Definitions.

For purposes of this Section, the following definitions apply:

- (a) Annual Benefit. "Annual Benefit" means a benefit that is payable annually in the form of a Straight Life Annuity. Except as provided below, where a benefit is payable in a form other than a Straight Life Annuity, the benefit shall be adjusted to an actuarially equivalent Straight Life Annuity that begins at the same time as such other form of benefit and is payable on the first day of each month, before applying the limitations of this Article. For a Participant who has or will have distributions commencing at more than one Annuity Starting Date, the Annual Benefit shall be determined as of each such Annuity Starting Date (and shall satisfy the limitations of this Article as of each such date), actuarially adjusting for past and future distributions of benefits commencing at the other Annuity Starting Dates. For this purpose, the determination of whether a new Annuity Starting Date has occurred shall be made without regard to Treasury Regulation Section 1.401(a)-20, Q&A 10(d), and with regard to Treasury Regulations Section 1.415(b)-1(iii)(B) and (C).

No actuarial adjustment to the benefit shall be made for (a) survivor benefits payable to a surviving Spouse under a qualified joint and survivor annuity to the extent such benefits would not be payable if the Participant's benefit were paid in another form; (b) benefits that are not directly related to retirement benefits (such as a qualified disability benefit, preretirement incidental death benefits, and postretirement medical benefits); or (c) the inclusion in the form of benefit of an automatic benefit increase feature, provided the form of benefit is not subject to Code Section 417(e)(3) and would otherwise satisfy the limitations of this Article, and the Plan provides that the amount payable under the form

of benefit in any Limitation Year shall not exceed the limits of this Article applicable at the Annuity Starting Date, as increased in subsequent years pursuant to Code Section 415(d). For this purpose, an automatic benefit increase feature is included in a form of benefit if the form of benefit provides for automatic, periodic increases to the benefits paid in that form.

The determination of the Annual Benefit shall take into account Social Security supplements described in Code Section 411(a)(9) and benefits transferred from another defined benefit plan, other than transfers of distributable benefits pursuant Treasury Regulation Section 1.411(d)-4, Q&A-3(c), but shall disregard benefits attributable to Employee contributions or rollover contributions.

The determination of actuarial equivalence of forms of benefit other than a Straight Life Annuity shall be made in accordance with (1) or (2) below.

- (1) Benefit forms not subject to Code Section 417(e)(3). The Straight Life Annuity that is actuarially equivalent to the Participant's form of benefit shall be determined under this subsection (1) if the form of the Participant's benefit is either (a) a nondecreasing annuity (other than a Straight Life Annuity) payable for a period of not less than the life of the Participant (or, in the case of a qualified pre-retirement survivor annuity, the life of the surviving Spouse), or (b) an annuity that decreases during the life of the Participant merely because of (1) the death of the survivor annuitant (but only if the reduction is not below 50% of the benefit payable before the death of the survivor annuitant), or (2) the cessation or reduction of Social Security supplements or qualified disability payments (as defined in Code Section 401(a)(11)).

The actuarially equivalent Straight Life Annuity is equal to the greater of (I) the annual amount of the Straight Life Annuity (if any) payable to the Participant under the Plan commencing at the same Annuity Starting Date as the Participant's form of benefit; and (II) the annual amount of the Straight Life Annuity commencing at the same Annuity Starting Date that has the same actuarial present value as the Participant's form of benefit, computed using a 5% interest rate assumption and the applicable mortality table defined in the Plan for that Annuity Starting Date.

- (2) Benefit Forms Subject to Code Section 417(e)(3). The Straight Life Annuity that is actuarially equivalent to the Participant's form of benefit shall be determined under this paragraph if the form of the Participant's benefit is other than a benefit form described in Section 11.02(1). In this case, the actuarially equivalent Straight Life Annuity shall be determined as follows:

The actuarially equivalent Straight Life Annuity is equal to the greatest of (I) the annual amount of the Straight Life Annuity commencing at the same Annuity Starting Date that has the same actuarial present value as

the Participant's form of benefit, computed using the interest rate and mortality table (or other tabular factor) specified in the Plan for adjusting benefits in the same form; (II) the annual amount of the Straight Life Annuity commencing at the same Annuity Starting Date that has the same actuarial present value as the Participant's form of benefit, computed using a 5.5% interest rate assumption and the applicable mortality table defined in the Plan; and (III) the annual amount of the Straight Life Annuity commencing at the same Annuity Starting Date that has the same actuarial present value as the Participant's form of benefit, computed using the applicable interest rate and applicable mortality table defined in the Plan, divided by 1.05.

- (b) **Defined Benefit Dollar Limitation.** "Defined Benefit Dollar Limitation" means \$210,000, automatically adjusted under Code Section 415(d), effective January 1 of each year, as published in the Internal Revenue Bulletin, and payable in the form of a Straight Life Annuity. The new limitation shall apply to Limitation Years ending with or within the calendar year of the date of the adjustment, but a Participant's benefits shall not reflect the adjusted limit prior to January 1 of that calendar year.
- (c) **Formerly Affiliated Plan of the Employer.** "Formerly Affiliated Plan of the Participant's employer" means a plan that, immediately prior to the cessation of affiliation, was actually maintained by the Participant's employer and, immediately after the cessation of affiliation, is not actually maintained by the Participant's employer. For this purpose, "cessation of affiliation" means the event that (i) causes an entity to no longer be considered the Participant's employer, such as the sale of a member of a controlled group of corporations, as defined in Code Section 414(b), as modified by Code Section 415(h), to an unrelated corporation, or (ii) causes a plan to not actually be maintained by the Participant's employer, such as transfer of plan sponsorship outside a controlled group.
- (d) **Maximum Permissible Benefit.** Maximum Permissible Benefit means the lesser of the Defined Benefit Dollar Limitation.
 - (1) **Adjustment for Less Than Ten Years of Participation:** If the Participant has less than ten years of participation in the Plan, the Defined Benefit Dollar Limitation shall be multiplied by a fraction -- (i) the numerator of which is the number of Years of Participation in the Plan (or part thereof, but not less than one year), and (ii) the denominator of which is ten.
 - (2) **Adjustment of Defined Benefit Dollar Limitation for Benefit Commencement Before Age 62 or after Age 65:** The Defined Benefit Dollar Limitation shall be adjusted if the Annuity Starting Date of the Participant's benefit is before age 62 or after age 65. If the Annuity Starting Date is before age 62, the Defined Benefit Dollar Limitation shall be adjusted under Section 11.02(d)(2)0. If the Annuity Starting Date is after age 65, the Defined Benefit Dollar Limitation shall be adjusted under Section 11.02(d)(2)(B).

- (A) Adjustment of Defined Benefit Dollar Limitation for Benefit Commencement Before Age 62: If the Annuity Starting Date for the Participant's benefit is prior to age 62, the Defined Benefit Dollar Limitation for the Participant's Annuity Starting Date is the Defined Benefit Dollar Limitation (adjusted under (1) for years of participation less than ten (10), if required) multiplied by the ratio of the annual amount of the immediately commencing Straight Life Annuity under the Plan at the Participant's Annuity Starting Date to the annual amount of the immediately commencing Straight Life Annuity under the Plan at age 62, both determined without applying the limitations of this Article.
- (B) Adjustment of Defined Benefit Dollar Limitation for Benefit Commencement After Age 65: The Defined Benefit Dollar Limitation at the Participant's Annuity Starting Date is the Defined Benefit Dollar Limitation (adjusted under (1) for years of participation less than ten, if required) multiplied by the ratio of the annual amount of the adjusted immediately commencing Straight Life Annuity under the Plan at the Participant's Annuity Starting Date to the annual amount of the adjusted immediately commencing Straight Life Annuity under the Plan at age 65, both determined without applying the limitations of this Article. For this purpose, the adjusted immediately commencing Straight Life Annuity under the Plan at the Participant's Annuity Starting Date is the annual amount of such annuity payable to the Participant, computed disregarding the Participant's accruals after age 65 but including actuarial adjustments even if those actuarial adjustments are used to offset accruals; and the adjusted immediately commencing Straight Life Annuity under the Plan at age 65 is the annual amount of such annuity that would be payable under the Plan to a hypothetical Participant who is age 65 and has the same accrued benefit as the Participant.

Notwithstanding the other requirements of this Section 11.02(d)(2), no adjustment shall be made to the Defined Benefit Dollar Limitation to reflect the probability of a Participant's death between the Annuity Starting Date and age 62, or between age 65 and the Annuity Starting Date, as applicable, if benefits are not forfeited upon the death of the Participant prior to the Annuity Starting Date. To the extent benefits are forfeited upon death before the Annuity Starting Date, such an adjustment shall be made. For this purpose, no forfeiture shall be treated as occurring upon the Participant's death if the Plan does not charge Participants for providing a qualified preretirement survivor annuity, as defined in Code Section 417(c), upon the Participant's death.

- (e) Predecessor Employer. "Predecessor Employer" means, with respect to a Participant, a former employer of the such Participant if such employer maintains a Plan that provides a

benefit which the Participant accrued while performing services for the former employer. A former entity that antedates the Participant's employer is also a Predecessor Employer with respect to a Participant if, under the facts and circumstances, such employer constitutes a continuation of all or a portion of the trade or business of the former entity. For this purpose, the formerly affiliated plan rules in Treasury Regulation Section 1.415(f)-1(b)(2) apply as if the Participant's employer and Predecessor Employer constituted a single employer under the rules described in Treasury Regulation Section 1.415(a)-1(f)(1) and (2) immediately prior to the cessation of affiliation (and as if they constituted two, unrelated employers under the rules described in Treasury Regulation Section 1.415(a)-1(f)(1) and (2) immediately after the cessation of affiliation) and cessation of affiliation was the event that gives rise to the Predecessor Employer relationship, such as a transfer of benefits or plan sponsorship.

- (f) Severance from Employment. "Severance from Employment" means, with respect to any individual, cessation from being an Employee of an employer contributing to the Plan. An Employee does not have a Severance from Employment if, in connection with a change of employment, the Employee's new employer also contributes to the Plan with respect to the Employee.
- (g) Straight Life Annuity. "Straight Life Annuity" means an annuity payable in equal installments for the life of a Participant that terminates upon the Participant's death.
- (h) Year of Participation. "Year of Participation" means, with respect to a Participant, each accrual computation period (computed to fractional parts of a year) for which the following conditions are met: (1) the Participant is credited with at least the number of Hours of Service (or Period of Service if the Elapsed Time Method is used) for benefit accrual purposes, required under the terms of the Plan in order to accrue a benefit for the accrual computation period, and (2) the Participant is included as a Participant under the eligibility provisions of the Plan for at least one day of the accrual computation period. If these two conditions are met, the portion of a Year of Participation credited to the Participant shall equal the amount of benefit accrual service credited to the Participant for such accrual computation period. A Participant who is permanently and totally disabled within the meaning of Code Section 415(c)(3)(C)(i) for an accrual computation period shall receive a Year of Participation with respect to that period.

In addition, for a Participant to receive a "Year of Participation" (or part thereof) for an accrual computation period, the Plan must be established no later than the last day of such accrual computation period. In no event shall more than one "Year of Participation" be credited for any 12-month period.

Section 11.03 Other rules.

- (a) Formerly affiliated plans of the Employer. A "Formerly Affiliated Plan of the Participant's employer" shall be treated as a plan maintained by the Employer, but the formerly affiliated plan shall be treated as if it had terminated immediately prior to the cessation of affiliation with sufficient assets to pay Participants' benefit liabilities under the Plan and had purchased annuities to provide benefits.

- (b) Plans of a "Predecessor Employer." If the Participant's employer maintains a defined benefit plan that provides benefits accrued by a Participant while performing services for a Predecessor Employer, then the Participant's benefits under a plan maintained by the Predecessor Employer shall be treated as provided under a plan maintained by the Participant's employer. However, for this purpose, the plan of the Predecessor Employer shall be treated as if it had terminated immediately prior to the event giving rise to the Predecessor Employer relationship with sufficient assets to pay Participants' benefit liabilities under the plan, and had purchased annuities to provide benefits; the Participant's employer and the Predecessor Employer shall be treated as if they were a single employer immediately prior to such event and as unrelated employers immediately after the event; and if the event giving rise to the predecessor relationship is a benefit transfer, the transferred benefits shall be excluded in determining the benefits provided under the plan of the Predecessor Employer.
- (c) Special rules. The limitations of this Article shall be determined and applied taking into account the rules in Treasury Regulation Section 1.415(f)-1(d), (e) and (h).
- (d) Aggregation with Multiemployer Plans. The Plan is subject to special aggregation rules for applying the Code Section 415 limits. Specifically, the Plan is not aggregated with:
 - (1) a plan that is not a multiemployer plan, for purposes of applying the 100%-of-compensation limit for defined benefit plans (under Code Section 415(b)(1)(B)) to the Plan (in accordance with Code Section 415(f)(3)(A) and Treasury Regulation Section 1.415(f)-1(g)(2)(ii)); or
 - (2) any other multiemployer plan for purposes of applying the Section 415 limits (in accordance with Code Section 415(f)(3)(B) and Treasury Regulation Section 1.415(f)-1(g)(1)).

Notwithstanding the above, benefits under a defined benefit multiemployer plan are aggregated with benefits under a defined benefit non-multiemployer plan for purposes of applying the dollar limitation of Code Section 415(b)(1)(A). Likewise, contributions to a defined contribution multiemployer plan are aggregated with contributions to a defined contribution non-multiemployer plan for purposes of applying the limitation of Code Section 415(c).

The benefits provided by all plans maintained by each Employer contributing to the Plan are taken into account in applying the limitations of Code Section 415 to the Plan. However, only the benefits that the Employer provides to the Plan will be aggregated with benefits under that Employer's non-multiemployer plans and not including benefits provided by all other Employers that make contributions to the Plan pursuant to the generally applicable rules of Treasury Regulation Section 1.415(a)-1(e).

- (e) Plan Corrections. Employee Plans Compliance Resolution System ("EPCRS") is the only correction method for correcting excess annual additions in limitation years beginning on or after July 1, 2007.

**RESTATEMENT OF THE PENSION PLAN OF LUMBER EMPLOYEES LOCAL 786
RETIREMENT FUND**

The Trustees hereby adopt the following resolution:

WHEREAS, under ARTICLE VIII the Plan may be amended to comply with the provisions of the Internal Revenue Code and to make other changes that are in the best interest of participants and beneficiaries; ~~and~~

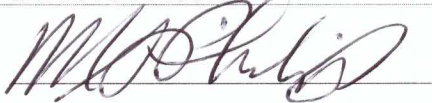
NOW, THEREFORE, BE IT RESOLVED that the Plan, as Amended and Restated effective September 1, 2019, is hereby adopted as set forth herein.

EXECUTED as of this 22 day of January, 2020 on behalf of the Trustees.

UNION TRUSTEE



EMPLOYER TRUSTEE



APPENDIX A
OPTION I - PLAN A

PURPOSE

This Appendix A shall only apply with respect to Plan A Participants and Plan A Beneficiaries. Plan B Participants and Plan B Beneficiaries shall not be eligible for benefits under this Appendix A. Likewise, any individual eligible for benefits under this Appendix A shall not be eligible for benefits under Appendix B, unless through separate employment such individual meets the requirements for benefits under Appendix B. Any term that is capitalized in this Appendix A, but not defined below shall have the same definition as that used in Article I of the Plan. To the extent any provision under Appendix A is inconsistent with a provision of the Plan, the provision set forth in Appendix A shall supersede such provision of the Plan, but only to the extent it applies to Plan A Participants and Plan A Beneficiaries.

The provisions of this Appendix A shall apply only to an employee whose termination of Covered Service occurs on or after September 1, 2019. A former employee's eligibility for benefits and the amount of benefits, if any, payable to or on behalf of a former employee shall be determined in accordance with the provisions of the Plan in effect on the date his Covered Service terminated, except to the extent otherwise specifically provided herein or under subsequent Plan amendments.

All Section and Article references in this Appendix A shall relate to Sections and Articles in this Appendix A, unless specified otherwise.

ARTICLE I

PENSION ELIGIBILITY AND AMOUNTS

Section 1.01 General.

This Article sets forth the eligibility conditions and benefit amounts for the pensions provided by Plan A. The accumulation and retention of Pension Credits for eligibility are subject to the provisions of ARTICLE II. The benefit amounts are subject to reduction on account of the Joint and Survivor Pension (as provided in ARTICLE III). Entitlement of an eligible Plan A Participant to receive pension benefits is subject to his Retirement and application for benefits.

Eligibility depends on Pension Credits or on Years of Vesting Service as set forth in ARTICLE II of the Plan.

Section 1.02 Regular Pension

(a) Eligibility.

A Plan A Participant shall be eligible to Retire on a Regular Pension if he meets the following requirements:

- (1) He has attained age 62 with 10 or more Pension Credits; or
- (2) He has attained age 65 with five years of continuous participation at that time.

(b) Amount.

The monthly amount of the Regular Pension is determined by multiplying the number of Pension Credits by the benefit accrual rate in effect at the time of a Plan A Participant's separation from covered employment as shown below.

Benefit Accrual Rate Schedule

Date of Separation* From Covered Employment	Benefit Accrual Rate Per Pension Credit
Between June 1, 1964 and May 31, 1967	\$1.20
Between June 1, 1967 and May 31, 1968	2.08
Between June 1, 1968 and May 31, 1970	3.32
Between June 1, 1970 and May 31, 1972	5.60
Between June 1, 1972 and May 31, 1973	8.00
Between June 1, 1973 and May 31, 1974	10.00
Between June 1, 1974 and May 31, 1975	11.00
Between June 1, 1975 and August 31, 1975	12.00
Between September 1, 1975 and June 30, 1976	13.00
Between July 1, 1976 and June 30, 1977	14.00

Between July 1, 1977 and August 31, 1978	15.00
Between September 1, 1978 and August 31, 1979	16.00
Between September 1, 1979 and August 31, 1980	18.00
Between September 1, 1980 and June 30, 1982	21.00
Between July 1, 1982 and August 31, 1984	25.00
Between September 1, 1984 and August 31, 1985	27.00
Between September 1, 1985 and August 31, 1987	29.00
Between September 1, 1987 and September 30, 1990	32.00
Between October 1, 1990 and August 31, 1993	36.00
Between September 1, 1993 and August 31, 1996	41.00
Between September 1, 1996 and August 31, 1998	44.00
Between September 1, 1998 and August 31, 1999	60.00
Between September 1, 1999 and August 31, 2004	68.00
September 1, 2004 and thereafter	79.00

*See Section 1.09 to determine date of separation from Covered Employment.

See Section 1.12 to determine benefit accrual rates applicable to certain separations from Covered Employment.

Section 1.03 Early Retirement Pension -

(a) Eligibility.

A Plan A Participant shall be eligible to Retire on an Early Retirement Pension if he meets all of the following requirements:

- (1) He has attained age 55; and
- (2) He has at least ten Pension Credits.

(b) Amount.

The monthly amount of the Early Retirement Pension is the amount of the Regular Pension reduced by a factor appropriate to the Plan A Participant's attained age at the Annuity Starting Date of his Early Retirement Pension in accordance with the Table of Early Retirement Factors as shown in Appendix A-1.

Section 1.04 Deferred Pension

(a) Eligibility.

- (1) A Plan A Participant shall be entitled to Retire on a Deferred Pension if:
 - (A) he has at least ten Pension Credits, including at least one Pension Credit earned on the basis of Work during the Contribution Period,
 - or

(B) he has attained Vested Status.

(2) A Deferred Pension shall be payable to a Retired Participant:

(A) after the Plan A Participant has attained Normal Retirement Age,
or

(B) after the Plan A Participant has completed the requirements for an
Early Retirement Pension as set forth in Section 1.03.

(b) Amount.

The monthly amount of the Deferred Pension shall be the amount of the Regular Pension determined in accordance with Section 1.02.

If payment of the Deferred Pension begins before the Plan A Participant attains Normal Retirement Age, the monthly amount will be reduced by a factor appropriate to the Plan A Participant's age at the Annuity Starting Date of his pension in accordance with the Table as shown in Appendix A-2.

Section 1.05 Disability Pension

(a) Eligibility.

A Disability Pension will be paid to a Plan A Participant who terminates from Covered Employment after the Contribution Period commenced, because of a total and permanent disability, as defined below, if the Plan A Participant fulfills the following conditions:

- (1) He has accumulated a minimum of ten Pension Credits or ten Years of Vesting Service,
- (2) He has at least one Pension Credit earned on the basis of Work during the Contribution Period, and
- (3) He has worked in Covered Employment for at least ten weeks during the 52-week period preceding the date the total and permanent disability began.

(b) Amount.

The Disability Pension shall be the same amount as a Regular Pension for the same number of Pension Credits.

(c) Definition of Total and Permanent Disability.

A Plan A Participant shall be deemed to be totally and permanently disabled only if the Social Security Administration has determined that the Plan A Participant is entitled to a Social Security Disability benefit in connection with his Old Age and Survivors Insurance coverage.

(d) Waiting Period.

The Disability Pension shall be payable commencing with the first day of the seventh month following the month in which the total and permanent disability began, and shall continue to be payable for life so long as the total and permanent disability shall continue. A Plan A Participant shall not be eligible to receive any pension benefits under this Plan during the six-month waiting period.

(e) Earnings by a Disability Pensioner.

A Disability Pensioner shall report any and all earnings from any employment or pursuit to the office of the Pension Fund in writing within 15 days after the end of each month in which he has such earnings. If a Disability Pensioner fails to make timely reports as required by this section, he shall be disqualified for benefits for 12 months in addition to the duration of such employment for each such violation.

(f) Cessation of Total and Permanent Disability.

Any Plan A Participant retiring under the Disability Pension provision who subsequently ceases to be totally and permanently disabled may then:

- (1) apply for an Early Retirement benefit, provided he has fulfilled the age requirements for such Early Retirement benefit. The Early Retirement Pension shall become payable for the month immediately following the month in which the Disability Pension shall terminate or attainment of age 55, whichever is later, and the amount shall be based on the attained age of the Pensioner as of the date he first entered Retirement on a Disability Pension or age 55, whichever occurs later; or
- (2) return to Covered Employment and thereby resume the accrual of Pension Credits.

(g) Attainment of Age 62 by a Disability Pensioner.

A Disability Pensioner, upon the date he attains the age of 62, shall become entitled to receive the Regular Pension in effect at the time of his Disability Pension commenced based on the total number of Pension Credits as of that date and shall no longer be required to submit proof of total and permanent disability.

(h) Retroactive Payment of Disability Benefit.

- (1) If the Annuity Starting Date for a Plan A Participant who is totally disabled after the date payments would have begun if an application had been filed earlier, the Plan A Participant will be entitled to a Retroactive Payment of Disability Benefit (which is an auxiliary disability benefit under Section 1.401(a)-20 of the Treasury regulations).

- (2) The “Retroactive Payment of Disability Benefit” means an amount, payable as a lump sum, equal to the monthly benefit payment payable as the Plan A Participant’s Disability Pension (in the payment form elected for that pension) multiplied by the number of complete months between the Annuity Starting Date and the date the Disability Pension payments would have begun if the Plan A Participant had applied on the date of the disability.

Section 1.06 Rounding of Pension Amounts.

Any pension amount (other than an amount provided for in a QDRO), if not already a multiple of \$0.50, shall be rounded to the next higher multiple of \$0.50.

Section 1.07 Non-Duplication of Pensions.

A person shall be entitled to only one pension at a time under Plan A, except that a Disability Pensioner who recovers may be entitled to a different type of pension.

Section 1.08 Non-Duplication with Welfare Fund Disability Benefits.

No pension shall be payable for any month for which the Plan A Participant or Pensioner receives Weekly Accident and Sickness benefits from the Lumber Employees Local 786 Welfare Fund or any other non-contributory employer/employee group insurance (or self-insured group) plan.

Section 1.09 Application of Benefit Increases.

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

A Plan A Participant shall be deemed to have separated from Covered Employment on the last day of Work which is followed by a Plan Credit Year in which he worked less than ten weeks in Covered Employment except if he subsequently earns at least 1/4 Pension Credit.

If at the time a Plan A Participant Retires with a pension under Plan A he is not separated from Covered Employment, his Retirement will be considered a separation from Covered Employment for the purpose of determining the amount of his benefit.

Section 1.10 Death Benefits after Retirement.

In the event that the provisions of Article III are in effect or an optional form of benefit than a Single-Life Annuity has been elected, the death benefit described in this Section shall not apply.

If a Pensioner under Plan A dies before he has received 36 monthly pension payments, his monthly pension shall be continued to his surviving Spouse, if living, until 36 such payments have been made, including the payments to the Pensioner and his surviving Spouse. If the surviving Spouse of the Pensioner commences to receive payments under this guarantee and then dies or remarries prior to the time a sum total of 36 monthly pension payments have been paid by

the Pension Fund, no further payments shall be made to the surviving Spouse or to anyone else; and in no event shall a sum total of more than 36 monthly pension payments be made.

A written application for the death benefit must be made to the Trustees on a form requested from the office of the Pension Fund within 24 months from the date of death of the Pensioner.

The Fund Office must promptly be notified of a Pensioner's death.

Section 1.11 Special Benefit at or After Normal Retirement Age.

- (a) A Plan A Participant who is not 100% vested in accordance with Section 7.10 of the Plan and who has attained Normal Retirement Age shall be eligible for a pension regardless of his number of Pension Credits or Years of Vesting Service.
- (b) An individual will not be a Plan A Participant at Normal Retirement Age, and, therefore, will not be entitled to a benefit under Subsection (a) above, unless any prior One-Year Break in Service (as described under Section 2.04) has been repaired.

Section 1.12 Effect of a Separation from Covered Employment Exceeding 24 Consecutive Months.

If a Plan A Participant leaves Covered Employment for a period of at least 24 consecutive months, his pension shall be determined by adding:

- (a) the product of multiplying the number of Pension Credits by the benefit accrual rate in effect at the time of the Participant's separation(s) from Covered Employment; to
- (b) the product of multiplying the number of Pension Credits in his second period of Covered Employment by the benefit accrual rate in effect at the time of the Participant's final separation from Covered Employment.

If a Plan A Participant experiences more than one absence from Covered Employment, each for a period exceeding 24 months, his pension shall be calculated as set forth above taking into consideration the benefit accrual rate in effect at the time he separated from Covered Employment for each period of Covered Employment preceded by a separation of not less than 24 consecutive months. Notwithstanding the above, Plan A Participants separating from Covered Employment in excess of 24 consecutive months must complete the requisite Work as set forth in Plan A upon returning to Covered Employment to be eligible for any additional Pension Credits.

Section 1.13 Supplemental Benefit.

- (a) A lump-sum payment to Plan A Participants retiring from active Covered Employment on or after October 1, 2001, is available for those Plan A Participants who have earned at least 15 full Pension Credits in Covered Employment. At the Plan A Participant's date of retirement, those Plan A Participants who are eligible will receive \$1,000 for each full Pension Credit earned with the Plan. In order to be eligible to receive the Supplemental Benefit, a Plan A Participant must meet the following criteria:

- (1) The Plan A Participant must have earned at least 15 full Pension Credits with Plan A.
 - (2) Only Pension Credits earned with the Lumber Plan can be used in determining eligibility for the Supplemental Benefit. Credits earned with Reciprocal Plans, as described under ARTICLE IV of the Plan, will not be considered.
 - (3) A Plan A Participant will be eligible for the Supplemental Benefit if he otherwise qualifies and begins receiving a Regular, Early or Disability Pension in accordance (e)Section 1.02, (b)Section 1.03, and (b)Section 1.05 respectively.
 - (4) If a Plan A Participant dies with 15 or more full Pension Credits with Plan A, his surviving Spouse (or if no surviving Spouse, his designated Beneficiary) will receive \$1,000 per each full Pension Credit earned by the Plan A Participant.
 - (5) All full Pension Credits earned with the Lumber Plan will be used in calculating the Supplemental Benefit.
 - (6) Any Plan A Participant who (i) has previously been approved for retirement benefits under Plan A and received payment of such benefit, or (ii) is on inactive vested status as of October 1, 2001, will not be eligible for the Supplemental Benefit.
- (b) The Supplemental Benefit is increased for Plan A Participants retiring on or after September 1, 2004, and who have earned at least 15 full Pension Credits in Covered Employment with the Plan. At the time of retirement, the eligible Plan A Participant will receive \$1,100 for each full Pension Credit earned with the Lumber Plan. In order to be eligible to receive this increased Supplemental Benefit under this subsection (b), a Plan A Participant must meet the following criteria:
- (1) The Plan A Participant must meet the requirements under subsections (a)(1) through (a)(6) above; and
 - (2) The Plan A Participant must have been in Covered Employment on September 1, 2000, and have retired from active Covered Employment on or after September 1, 2004. Plan A Participants who are active after September 1, 2000, will be eligible for the increased Supplemental Benefit described under this subsection (b) once they earn 15 Pension Credits (not including deferred Pension Credits earned prior to September 1, 2000).

Notwithstanding the above, effective September 1, 2010, the Supplemental Benefit described in Section 1.13(a) and Section 1.13(b) shall not be provided to Participants who are first eligible to participate in the Plan on or after September 1, 2010.

Section 1.14 Benefit Payments Following Suspension.

(a) Benefit Recalculations

- (1) A Lumber Plan Pensioner (except a disability pensioner) who returns to Covered Employment and completes a Year of Vesting Service shall have his pension recalculated as of the following September 1. If such a Pensioner resumes receiving pension payments during a Plan Credit Year, the monthly payment will be the amount calculated as of the prior September 1 and the monthly amount shall be adjusted as of the following September 1 as described below.
 - (2) Each September 1 the benefit calculation will be based on the Employee's then-attained age and will include any additional accruals earned during the prior Plan Credit Year, reduced by the Actuarial Equivalent of any pension payments made prior to Normal Retirement Age. The amount of such reduction shall be calculated by dividing the amount of the pensioner's payments prior to Normal Retirement Age by the factor in Appendix A-3 that corresponds to the Participant's age when payments resume. In no event will the new monthly benefit be less than the prior monthly amount.
- (b) A Joint and Survivor Option in effect immediately prior to Suspension of Benefits, and any other benefit following the death of the Pensioner, shall remain effective if the Pensioner's death occurs while his benefits are in suspension.
- (c) A Pensioner who returns to Covered Employment and accrues additional benefits shall be entitled to a new election as to form of benefit payment for such additional accrual; provided, however, that the first election on or after Normal Retirement Age shall apply for any subsequent accrual earned.

Section 1.15 Non-Bargained Employees

(a) Non-Bargained Employee.

A "Non-Bargained Employee" means a person who is employed by an Employer and who is not covered by a Collective Bargaining Agreement, but is covered by another written agreement requiring Employer contributions on his or her behalf.

(b) Vesting for Non-Bargained Employee.

(1) General Rule.

A Non-Bargained Employee who has at least one Hour of Service after August 31, 1989, will attain Vested Status after accumulating five Years of Vesting Service in Nonbargained Work, as defined below.

(2) Transfer Between Bargained and Non-Bargained Status.

If a Plan A Participant has worked at different times in employment covered by a Collective Bargaining Agreement (“Bargained Work”) and leaves such Bargained Work and continues to work for an Employer in Continuous Employment (“Nonbargained Work”) the following rules shall apply:

- (A) The maximum credit a Plan A Participant may receive for any Plan Credit Year is one Year of Vesting Service. If a Plan A Participant works part of a Plan Credit Year in Nonbargained Work and part of a Plan Credit Year in Bargained Work, the Plan A Participant will receive credit for the Plan Credit Year as a Bargained Year if the majority of the hours of Service were in Bargained Work; and conversely, the Plan A Participant will receive credit for that Plan Credit Year as a Nonbargained Year if the majority of hours of Service were in Nonbargained Work; provided, however, if an Employee works 1,000 hours of Service in Nonbargained Work in a Plan Credit Year the Employee shall receive credit for that year as a Year of Vesting Service in Nonbargained Work.
- (B) A Plan A Participant to whom this Subparagraph (B) applies will acquire Vested Status when the Plan A Participant’s combined years of Vesting Service attributable to Bargained Work and Nonbargained Work equal ten, or if sooner, when the Plan A Participant’s Years of Vesting Service attributable to Nonbargained Work equal five.

(3) Break in Service.

Years of Vesting Service that are not taken into account because of a Permanent Break in Service do not count in determining a Plan A Participant’s Vested Status.

(c) Nondiscrimination, Coverage, and Participation.

- (1) Participation in Plan A by Non-Bargained Employees shall be in compliance with Code Section 401(a)(4) (nondiscrimination rules), Code 410(b) (coverage rules), and Code 401(a)(26) (minimum participation rules).
- (2) A Non-Bargained, Highly Compensated Employee shall not receive any Pension Credit (although vesting credit may be earned) for any Plan Credit Year in which the Employer fails to meet the requirements of Code Section 410(b) and Code Section 401(a)(26) with respect to coverage and participation of Non-Bargained Employees. Code Section 401(a)(26) applies during any Plan Credit Year in which there are less than 50 Participants, including Participants covered by a Collective Bargaining Agreement.

ARTICLE II

PENSION CREDITS AND YEARS OF VESTING SERVICE

Section 2.01 Purpose.

This Article defines the basis on which Employees are to accumulate Pension Credits and Years of Vesting Service under Plan A. It also states under what circumstances such Pension Credits and Years of Vesting Service are cancelled. No more than 25 Pension Credits shall be granted to a Plan A Participant for periods before and after the Contribution Period during his participation in Plan A.

Section 2.02 Pension Credits.

(a) For Employment before September 1, 1976.

(1) During the Contribution Period.

For periods during the Contribution Period before September 1, 1976, a Plan A Participant shall be credited with Pension Credits on the basis of his Work in Covered Employment in accordance with the following schedule:

Weeks Engaged in Covered Employment During Plan Credit Year	Pension Credits
Less than 10 weeks	No Credit
10 through 19 weeks	/4
20 through 29 weeks	1/2
30 through 39 weeks	3/4
40 weeks or more	1

(2) Before the Contribution Period.

A Plan A Participant will be granted a maximum of 20 Pension Credits for the weeks he was engaged in Covered Employment prior to the Contribution Period on the basis of the schedule set forth in Section 2.02.

(A) A Plan A Participant must have been an active member in the Collective Bargaining Unit on the Contribution Date and must have been actively engaged in Covered Employment for a sufficient length of time to accumulate at least 1/2 of a Pension Credit subsequent to the Contribution Date in order to be entitled to any Pension Credits for periods before the Contribution Period.

(B) It is recognized that it may be difficult or impossible to obtain complete verification of employment in past years. Accordingly, the Trustees shall determine the amount of Pension Credit for

periods before the Contribution Period to be credited on the basis of the best available evidence, which evidence may be obtained from Employer records, Union records, Social Security records or affidavits by parties having knowledge of such service.

- (C) The decisions of the Trustees as to the amount of Pension Credits granted to any Employee for periods before the Contribution Periods shall be final and binding.

- (b) For Employment after August 31, 1976.

For periods after August 31, 1976, a Plan A Participant shall be credited with Pension Credits on the basis of his Work in Covered Employment for which contributions are required to be made to the Fund or for periods set forth in Section 2.02(c) in accordance with the following schedule:

Weeks Engaged in Covered Employment During Plan Credit Year	Pension Credits
Less than 10 weeks	No Credit
10 through 18 weeks	1/4
19 through 26 weeks	1/2
27 through 35 weeks	3/4
36 weeks or more	1

If in a Plan Credit Year after August 31, 1976, a Plan A Participant completes a Year of Vesting Service, but less than ten weeks of Work in Covered Employment, he shall be credited with a pro-rated portion of a full Pension Credit in the ratio of his weeks of Work in Covered Employment to 52.

- (c) Pension Credits for Non-Work Periods.

A Plan A Participant who has prior Pension Credits will receive further credit for periods of absence from Covered Employment under the following circumstances:

- (1) During periods of disability for which weekly accident and sickness benefits have been received by the Plan A Participant from a welfare fund to which the Employer is obligated to contribute under the terms of a Collective Bargaining Agreement with the Union.
- (2) During periods of temporary total disability arising in Covered Employment for which temporary Workers' Compensation benefits were received by the Plan A Participant.

Not more than one Pension Credit may be granted to a Plan A Participant over the full period of his participation in the Pension Fund in accordance with this Section 2.02(c). A Plan A Participant shall not be entitled to receive additional non-Work Pension Credits

for the same non-Work period for which he has already received Pension Credits by virtue of Employer Contributions made on his behalf.

In order to calculate Pension Credits for non-Work periods as outlined in this Section 2.02(c), one continuous week of Disability will be considered the equivalent of one week of Work in Covered Employment.

Section 2.03 Years of Vesting Service.

(a) General Rule.

A Plan A Participant shall be credited with one Year of Vesting Service for each Plan Credit Year during the Contribution Period (including periods before he became a Participant) in which he worked in Covered Employment for 870 hours or more. For purposes of this Section, a Plan A Participant will be considered as having worked 45 hours in Covered Employment for each weekly contribution required to be made to the Fund on his behalf. This rule is subject to the provisions of the following subsections.

(b) Exceptions.

A Plan A Participant shall not be entitled to credit toward a Year of Vesting Service for the following periods:

- (1) Years preceding a Permanent Break in Service (as defined in Section 2.04(c)) if the Participant has not accrued five Years of Vesting Service prior to such Permanent Break in Service; and
- (2) Years before January 1, 1971, unless the Plan A Participant earned at least three Years of Vesting Service after December 31, 1970.

Section 2.04 Breaks in Service.

(a) General.

If a person has a Break in Service before he has acquired a vested right to a pension, other than for disability, whether immediate or deferred, it has the effect of canceling his participation, his previously credited Years of Vesting Service, and his previous Pension Credits. However, a break may be temporary, subject to repair by a sufficient amount of subsequent service. A longer break may be permanent as set forth below.

(b) One-Year Break in Service.

- (1) A person has a One-Year Break in Service in any Plan Credit Year in which he fails to complete 435 hours of Work in Covered Employment.
- (2) Each hour of compensated Work in Covered Employment (at the rate of 45 hours for each week contributions are made or required to be made to

the Fund on the Participant's behalf) shall be counted as an hour of Work for the purpose of this Section.

- (3) A One-Year Break in Service is repairable, in that its effects are eliminated, if, before incurring a Permanent Break in Service as described in (c) below, the Employee subsequently re-establishes Participation in accordance with Section 2.03. More specifically:
 - (A) participation is restored in accordance with provisions of Section 2.03; and
 - (B) previously earned Years of Vesting Service and Pension Credits are restored.

Nothing in this paragraph (3) shall change the effect of a Permanent Break in Service.

(c) Permanent Break in Service.

A person has a Permanent Break in Service if he has consecutive One-Year Breaks in Service that equal or exceed the greater of five, or the number of Years of Vesting Service with which he has been credited.

(d) Effect of a Permanent Break in Service.

If a non-vested Plan A Participant who has not earned at least 15 Pension Credits or at least five Years of Vesting Service has a Permanent Break in Service:

- (1) his previous Pension Credits and Years of Vesting Service are cancelled; and
- (2) his participation is terminated, new participation being subject to the provisions of Section 2.01.

Section 2.05 Grace Periods.

A Break in Service will not occur at the end of the specified periods and a Grace Period will be recognized. A Plan A Participant shall be granted a Grace Period because of the following:

- (a) Total disability, in which case a Grace Period of up to one Plan Credit Year will be allowed during the continuance of such disability, but in the case of a Pensioner receiving a Disability Pension, the Grace Period shall not be less than the period for which he is receiving such Disability Pension.

Total disability for the purpose of this Section of Plan A is to be determined to the sole satisfaction of the Trustees. In order to secure the benefit of a disability Grace Period, a Plan A Participant must give written notice to the Trustees that he is disabled. No Grace Period shall be granted for any period prior to one year preceding the receipt of such

written notice, unless the Trustees find there were extenuating circumstances which prevented a timely filing.

- (b) Military service in the Armed Forces of the United States, in which case a Grace Period shall be granted for the entire time the Plan A Participant was engaged in such military service, provided he makes himself available for Work in Covered Employment within 90 days after separation from active service in the Armed Forces, or within 90 days after recovery from a disability incurred during military service.
- (c) Promotion of a Plan A Participant by an Employer to an employment category not covered by the Collective Bargaining Agreement in effect between the Employer and the Union, or an Employee's acceptance of full-time employment with the International Union with whom Local Union 786 is affiliated. In such case, a Grace Period for the entire length of such employment will be granted, provided such Plan A Participant has accumulated at least one Pension Credit prior to his promotion. In order to secure the benefit of a Grace Period under this Section 2.05(c), an application in writing must be submitted to the Pension Fund Office within 12 months of the date that the Employee leaves Covered Employment.
- (d) Solely for the purpose of determining whether a One-Year Break in Service has occurred, the absence of the Employee from Covered Employment by reason of:
 - (1) her pregnancy,
 - (2) birth of a child of the Employee,
 - (3) placement of a child of the Employee in connection with his or her adoption of the child, or
 - (4) care for such child for a period beginning immediately after such birth or placement shall be credited as hours of Work to the extent that hours of Work would have been credited but for such absence (or, where that cannot be determined, eight hours of Work per day of absence) to a maximum of 501 hours for each such pregnancy, childbirth, or placement.

The hours so credited shall be applied to the Plan Credit year in which such absence begins if doing so will prevent the Employee from incurring a One-Year Break in Service in that Plan Credit Year; otherwise they shall be applied to the next Plan Credit Year. The Trustees may require, as a condition of granting such credit, that the Employee establish in timely fashion and to the satisfaction of the Trustees that the Employee is entitled to such credit. This Section 2.05(d) shall apply only to absences that begin after August 31, 1985.

The exceptions noted in Subsections (a), (b), (c) and (d) of this Section 2.05 are not intended to add to the Pension Credits of a Plan A Participant. They are merely intended to set forth the periods that may be disregarded in determining whether a Break in Service has occurred.

Solely for the purpose of determining whether a Plan A Participant has incurred a Break in Service, any leave of absence granted by an Employer, up to 12 weeks, that qualifies under the FMLA, shall not be counted as a Break in Service for purposes of determining eligibility and vesting.

ARTICLE III

FORMS OF PAYMENT AND PRE-RETIREMENT SURVIVING SPOUSE ANNUITY

Section 3.01 General.

- (a) The pension payable to a married Plan A Participant is to be paid as a 50% Joint and Survivor Pension unless:
 - (1) the Plan A Participant and Spouse elect otherwise in accordance with Section 3.02(e); or
 - (2) the benefit is payable only in a single sum under Section 7.13 of the Plan.
- (b) If a married Lumber Plan Participant with a right to a pension, whether immediate or deferred, dies before his pension payments have started, a Pre-Retirement Surviving Spouse Pension shall be payable as described in this Article.
- (c) To be eligible to receive the Survivor's Pension in accordance with a 50% Joint and Survivor Pension or a Pre-Retirement Surviving Spouse Annuity, the Plan A Participant and Spouse must have been married on the date of the Plan A Participant's death and must have been married throughout the year ending on the Annuity Starting Date or, if earlier, the date of death, or if the couple were divorced after being married for at least one year and the former Spouse is required to be treated as a Spouse or surviving Spouse under a QDRO.
- (d) A Plan A Participant who does not have a Spouse shall be paid in the form of a Single-Life Annuity unless
 - (1) the Plan A Participant elects a Ten-Year Certain and Life Annuity or Social Security Level Income Annuity; or
 - (2) the benefit is payable only in a single sum, under Section 7.13 of the Plan.

Section 3.02 Joint and Survivor Pension at Retirement.

- (a) The pension of a Plan A Participant who is married to a Spouse on the Annuity Starting Date shall be paid in the form of a 50% Joint and Survivor Pension, unless a valid waiver of that form of payment has been filed with the Plan. This includes a Disability Pension that is payable.
- (b) A 50% Joint and Survivor Pension means that the Plan A Participant will receive an adjusted monthly amount for life and, if the Plan A Participant dies before his Spouse, the latter will receive a monthly benefit for her lifetime of 50% of the Plan A Participant's adjusted monthly amount. The Plan A Participant's monthly amount shall be a percentage of the full monthly amount otherwise payable as a single-life Pension (after adjustment, if any, for early Retirement) as follows:

- (1) The percentage shall be 93% plus 0.2% for each full year that the Spouse is older than the Plan A Participant and minus 0.2% for each full year that the Spouse is younger than the Plan A Participant.
 - (2) In no event should the factor determined above exceed 99%.
- (c) A Joint and Survivor Pension, once payments have begun, may not be revoked nor the Pensioner's benefits increased by reason of subsequent divorce or death of the Spouse before that of the Plan A Participant.

If a Plan A Participant Retires with a 50% Joint and Survivor Pension and subsequently divorces, the ex-Spouse will receive the survivor benefit upon the Plan A Participant's death unless the ex-Spouse consents or a QDRO provides otherwise.

- (d) A retiring Plan A Participant shall be advised by the Trustees of the effect of payment on the basis of the 50% Joint and Survivor Pension, including a comparison of the full single-life pension amount to the adjusted amount.
- (e) The 50% Joint and Survivor Pension may be waived in favor of a Single-Life Annuity or other optional form of benefit under Section 3.06 only as follows:
- (1) The Plan A Participant files the waiver in writing in such form as the Trustees may prescribe, and the Plan A Participant's Spouse acknowledges the effect of the waiver and consents to it in writing, witnessed by a Notary Public or such representative of the Plan as the Trustees may designate for that purpose.
 - (2) The Plan A Participant establishes to the satisfaction of the Trustees that:
 - (A) he is not married;
 - (B) the Spouse whose consent would be required cannot be located; or
 - (C) consent of the Spouse cannot be obtained because of extenuating circumstances, as provided in applicable Treasury regulations.
 - (3) A waiver is valid only if a written explanation of the effect of the Joint and Survivor Pension has been provided to the Plan A Participant no earlier than 180 days and no later than 30 days before the Annuity Starting Date. The Plan A Participant may file a new waiver or revoke a previous waiver at any time during the 180-day period prior to the Annuity Starting Date. Notwithstanding the foregoing, a Plan A Participant may commence receiving benefits before 30 days have elapsed from receipt of such notice provided the Plan A Participant and Spouse waive such 30-day advance waiting period, in favor of a seven-day period, in writing.

- (4) A Spouse's consent to a waiver of the Joint and Survivor Pension shall be effective only with respect to that Spouse, and shall be irrevocable unless the Plan A Participant revokes the waiver to which it relates.
- (5) A Plan A Participant must file with the Trustees, before his Annuity Starting Date, a written representation on which the Trustees are entitled to rely concerning that Plan A Participant's marital status which, if false, gives the Trustees the right to adjust the dollar amount of the pension payments made to the alleged surviving Spouse so as to recover any benefits which may have been erroneously paid.

Section 3.03 Pre-Retirement Surviving Spouse Annuity.

- (a) If a Plan A Participant who has a Spouse dies before his pension payments start, a Pre-Retirement Surviving Spouse Annuity shall be paid to his surviving Spouse provided he had met the service requirements for a pension, whether immediate or deferred.
- (b) If the Plan A Participant described in Subsection (a) above died at a time when he would have been eligible to begin receiving payment of a pension (other than a Disability Pension) had he Retired, the surviving Spouse shall be entitled to a lifetime benefit determined in accordance with the provision of Section 3.02 as if the Plan A Participant had Retired the day before he died.
- (c) If the Plan A Participant described in Subsection (a) above died before he would have been eligible to begin receiving pension payments had he retired (other than a Disability Pension if he died before its Annuity Starting Date), the surviving Spouse shall be entitled to a Pre-Retirement Surviving Spouse Annuity beginning with the month following the month in which the Plan A Participant died.

The amount will be determined as if the Plan A Participant

- (1) had separated from service under Plan A on the earlier of the date he last worked in Covered Employment or the date of his death; and
- (2) had Retired at age 55 or, if later, his age the day before death with an immediate 50% Joint and Survivor Pension and died the next day, except that the amount for the surviving Spouse of a Plan A Participant will be reduced by 1/2 of 1% for each month the Plan A Participant is younger than Normal Retirement Age. If the Plan A Participant is younger than age 55 at death, he shall be considered age 55 for the purpose of reducing his benefit from Normal Retirement Age.

The amount shall be determined under the terms of Plan A in effect when the Plan A Participant last worked in Covered Employment, unless otherwise expressly specified.

- (d) Notwithstanding any other provision of this Article, a Pre-Retirement Surviving Spouse Annuity shall not be paid in the form, manner or amount described above if one of the alternatives set forth in this Section applies.
- (1) If applicable, the Trustees shall make a single-sum payment to the Spouse in an amount equal to that Actuarial Present Value as described in Section 7.13 of the Plan in full discharge of the Pre-Retirement Surviving Spouse Annuity.
 - (2) The Spouse may elect in writing, filed with the Trustees, and on whatever form that may be prescribed, to defer commencement of the Pre-Retirement Surviving Spouse Annuity until a specified date that is no later than the first of the month or immediately before the date on which the Plan A Participant would have reached age 72. The amount payable at that time shall be determined as described in Subsections (b) and (c) of this Section, except that the benefit shall be paid in accordance with the terms of Plan A in effect when the Participant last worked in Covered Employment (unless otherwise specified) as if the Plan A Participant had Retired with a 50% Joint and Survivor Pension on the day before the surviving Spouse's payments are scheduled to start, and died the next day.

Section 3.04 Relation to Qualified Domestic Relations Order.

Any rights of a former Spouse or other alternate payee under a QDRO, with respect to a Plan A Participant's pension, shall take precedence over those of any later Spouse of the Plan A Participant under this Article.

Section 3.05 Benefit Adjustments if Payment of Pre-Retirement Surviving Spouse Annuity Postponed

- (a) Notwithstanding any other provisions of Plan A, if the Annuity Starting Date for the Pre-Retirement Surviving Spouse Annuity is after the Plan A Participant's earliest Retirement date, the benefit shall be determined as if the Plan A Participant had died on the surviving Spouse's Annuity Starting Date after retiring with a Joint and Survivor Pension the day before, taking into account any actuarial adjustments to the Plan A Participant's accrued benefit that would have applied as of that date.
- (b) If a surviving Spouse dies before the Annuity Starting Date for the Pre-Retirement Surviving Spouse Annuity, that benefit will be forfeited and there will be no payments to any other party.
- (c) Notwithstanding any other provision of Plan A, all survivor benefits shall comply with the limits of Code Section 401(a)(9) and the incidental benefit rule and the regulations prescribed under them, including Sections 1.401(a)(9)-1 and 1.401(a)(9)-2 of the Treasury Regulations.

Section 3.06 Optional Forms of Benefit.

- (a) A Plan A Participant who is not married or does not have a Spouse may elect to receive benefits in the form of a Ten-Year Certain and Life Annuity or Social Security Level Income Annuity in lieu of a Single-Life Annuity.

A Plan A Participant who has a Spouse and who is eligible to elect an optional form of benefit may, subject to the spousal consent requirements of Section 3.02(e), waive the 50% Joint and Survivor Pension and elect a Single-Life Annuity or an optional form of benefit described in this Section 3.06.

- (b) **75% Joint and Survivor Pension**

A Plan A Participant who has a Spouse and who is eligible to elect an optional form of benefit and who may elect to have his pension paid in the form of a 75% Joint and Survivor Pension in lieu of any other form of payment.

A 75% Joint and Survivor Pension means that the Plan A Participant will receive a reduced monthly amount for life as adjusted by the factors in Appendix A-7 and if the Plan A Participant predeceases the Spouse, the latter will receive a monthly benefit for life equal to 75% of the Plan A Participant's reduced monthly amount.

- (c) **100% Joint and Survivor Pension.**

A Plan A Participant who has a Spouse and who is eligible to elect an optional form of benefit and who may elect to have his pension paid in the form of a 100% Joint and Survivor Pension in lieu of any other form of payment.

A 100% Joint and Survivor Pension means that the Plan A Participant will receive a reduced monthly amount for life as adjusted by the factors in Appendix A-4 and if the Plan A Participant predeceases the Spouse, the latter will receive a monthly benefit for life equal to 100% of the Plan A Participant's reduced monthly amount.

- (d) **50% Joint and Survivor Pension with Pop-Up Option**

A 50% Joint and Survivor Pension means reduced monthly benefit payable to the Plan A Participant as long as he lives, with the provision that when the Plan A Participant dies, 50% of the reduced monthly benefit he was receiving shall continue to his surviving Spouse for as long as she lives.

If the Plan A Participant elects a 50% Joint and Survivor Pension with Pop-Up Option and if the Plan A Participant's Spouse predeceases the Plan A Participant, such form of payment shall be automatically cancelled and the Plan A Participant shall receive his pension for the remainder of his lifetime without reduction for the Joint and Survivor feature beginning on the first day of the month following the Spouse's death.

If a Plan A Participant elects on or before May 31, 2009 to receive the 50% Joint and Survivor Pension with Pop-up Option, his Pension shall be adjusted by the factors in

Appendix A-4 to reflect the actuarial value of the cost of providing such 50% Joint and Survivor Pension with Pop-Up Option. If a Plan A Participant elects on or after June 1, 2009 to receive the 50% Joint and Survivor Pension with Pop-Up Option, his Pension shall be adjusted by the factors in Appendix A-7 to reflect the actuarial value of the cost of providing such 50% Joint and Survivor Pension with Pop-Up Option.

(e) **75% Joint and Survivor Pension with Pop-Up Option**

A reduced monthly benefit payable to the Plan A Participant as long as he lives, with the provision that when the Plan A Participant dies, 75% of the reduced monthly benefit he was receiving shall continue to his surviving Spouse for as long as she lives. If the Plan A Participant elects a 75% Joint and Survivor Pension with Pop-Up Option and if the Participant's Spouse predeceases the Participant, such form of payment shall be automatically cancelled and the Participant shall receive his pension for the remainder of his lifetime without reduction for the Joint and Survivor feature beginning on the first day of the month following the Spouse's death.

If a Plan A Participant elects to receive the 75% Joint and Survivor Pension with Pop-Up Option, his Pension shall be adjusted by the factors in Appendix A-7 to reflect the actuarial value of the cost of providing such 75% Joint and Survivor Pension with Pop-Up Option.

(f) **100% Joint and Survivor Pension with Pop-Up Option**

A reduced monthly benefit payable to the Plan A Participant as long as he lives, with the provision that when the Participant dies, 100% of the reduced monthly benefit he was receiving shall continue to his surviving Spouse for as long as she lives. If the Plan A Participant elects a 100% Joint and Survivor Pension with Pop-Up Option and if the Participant's Spouse predeceases the Participant, such form of payment shall be automatically cancelled and the Participant shall receive his pension for the remainder of his lifetime without reduction for the Joint and Survivor feature beginning on the first day of the month following the Spouse's death.

If a Plan A Participant elects to receive the 100% Joint and Survivor Pension with Pop-Up Option, his Pension shall be adjusted by the factors in Appendix A-4 to reflect the actuarial value of the cost of providing such 100% Joint and Survivor Pension with Pop-Up Option.

(g) **Ten-Year Certain and Life Option**

A Ten-Year Certain and Life Option means a reduced monthly benefit adjusted by the factors in Appendix A-5 payable to the Plan A Participant as long as he lives, with the provision that if the Plan A Participant dies after benefit payments begin but before he has received 120 monthly payments, the remaining number of the first 120 monthly payments, which he would have received had he not died, shall be paid to the Plan A Participant's designated Beneficiary.

(h) **Social Security Level Income Annuity.**

- (1) A Plan A Participant whose pension begins before the Participant has become entitled to a Social Security old-age benefit may elect, in lieu of the pension otherwise payable to the Participant, to receive the Participant's pension as a Social Security Level Income Annuity. On this basis, a higher amount shall be payable before the anticipated date of such entitlement and a lower amount thereafter, to provide the Pensioner with an approximately level Retirement income for life inclusive of the anticipated Social Security benefit, with payments ceasing at the death of the Plan A Participant. For purposes of this paragraph (1), a Plan A Participant's anticipated date of entitlement to Social Security old-age benefits is the first day of the month coincident with or immediately following the date on which the Participant will reach age 62 or 65, as designated by the Participant on the pension application.
- (2) The pension payable on this basis shall be the Actuarial Equivalent of the Plan A Participant's Regular, Early Retirement or Deferred Pension, whichever is applicable. The Actuarial Equivalent for this form of benefit shall be based on the factors in Appendix A-6 for distribution. The Social Security Level Income Annuity shall in no event be less than the Actuarial Equivalent of a Straight Life Annuity.
- (3) If payment is to be made on the basis of a combination of the Social Security Level Income Annuity and any other option involving payment after death of the Plan A Participant, adjustment on account of such other option shall be made first and the adjusted amount shall then be further adjusted for the level income option. Moreover, any benefits payable after the death of the Plan A Participant, the amount of which is to be determined on the basis of the amount that was payable to the Plan A Participant, shall be determined on the basis of the Plan A Participant's adjusted amount before it was adjusted for the level income option. Nothing in Plan A covering pension eligibility and amounts, alternate forms of pension payments and death benefits, respectively, shall be construed to the contrary.

Section 3.07 Designation of Beneficiary.

Any designation of a Plan A Beneficiary for purposes of the Ten-Year Certain and Life Annuity shall be made on forms approved by the Trustees. If the designated Plan A Beneficiary dies before the total 120 monthly payments have been made, then the remaining payments shall be made to the Beneficiary's estate.

Section 3.08 Single Life Annuity.

A Single Life Annuity is a monthly annuity payable for the life of a Plan A Participant. If a Plan A Participant is married, elects a Single Life Annuity, and dies prior to receiving at least 36 monthly payments, his surviving Spouse shall receive the remainder of the 36 monthly payments. However, no further payments will be made if the surviving Spouse dies or remarries.

APPENDIX A-1
EARLY RETIREMENT REDUCTION FACTORS IN PERCENT
FOR PLAN A PARTICIPANTS WHO RETIRED OR SEPARATED FROM
COVERED EMPLOYMENT ON OR AFTER SEPTEMBER 1, 1996

Age in Years	Age in Months											
	0	1	2	3	4	5	6	7	8	9	10	11
55	86.000%	86.167	86.333%	86.500%	86.667%	86.833%	87.000%	87.167%	87.333%	87.500%	87.667%	87.833%
56	88.000	88.167	88.333	88.500	88.667	88.833	89.000	89.167	89.333	89.500	89.667	89.833
57	90.000	90.167	90.333	90.500	90.667	90.833	91.000	91.167	91.333	91.500	91.667	91.833
58	92.000	92.167	92.333	92.500	92.667	92.833	93.000	93.167	93.333	93.500	93.667	93.833
59	94.000	94.167	94.333	94.500	94.667	94.833	95.000	95.167	95.333	95.500	95.667	95.833
60	96.000	96.167	96.333	96.500	96.667	96.833	97.000	97.167	97.333	97.500	97.667	97.833
61	98.000	98.167	98.333	98.500	98.667	98.833	99.000	99.167	99.333	99.500	99.667	99.833
62	100.000											

APPENDIX A-2
PERCENT OF SPECIAL DEFERRED PENSION PAYABLE BEFORE
NORMAL RETIREMENT AGE

Age in Years	0	1	2	3	4	5	6	7	8	9	10	11
55	50.0%	50.3%	50.6%	50.8%	51.1%	51.4%	51.7%	51.9%	52.2%	52.5%	52.8%	53.1%
56	53.3	53.6	53.9	54.2	54.4	54.7	55.0	55.3	55.6	55.8	56.1	56.4
57	56.7	56.9	57.2	57.5	57.8	58.1	58.3	58.6	58.9	59.2	59.4	59.7
58	60.0	60.3	60.6	60.8	61.1	61.4	61.7	61.9	62.2	62.5	62.8	63.1
59	63.3	63.6	63.9	64.2	64.4	64.7	65.0	65.3	65.6	65.8	66.1	66.4
60	66.7	67.2	67.8	68.3	68.9	69.4	70.0	70.6	71.1	71.7	72.2	72.8
61	73.3	73.9	74.4	75.0	75.6	76.1	76.7	77.2	77.8	78.3	78.9	79.4
62	80.0	80.6	81.1	81.7	82.2	82.8	83.3	83.9	84.4	85.0	85.6	86.1
63	86.7	87.2	87.8	88.3	88.9	89.4	90.0	90.6	91.1	91.7	92.2	92.8
64	93.3	93.9	94.4	95.0	95.5	96.1	96.7	97.2	97.8	98.3	98.9	99.4

APPENDIX A-3
3-YEAR CERTAIN AND LIFE ANNUITY FACTORS FOR CONVERTING
PENSION PAYMENTS PRIOR TO SUSPENSION OF BENEFITS

Years	Age											
	Months											
	0	1	2	3	4	5	6	7	8	9	10	11
55	154.88	154.62	154.36	154.11	153.85	153.59	153.33	153.07	152.81	152.56	152.30	152.04
56	151.78	151.51	151.24	150.97	150.70	150.43	150.16	149.88	149.61	149.34	149.07	148.80
57	148.53	148.26	147.99	147.72	147.45	147.18	146.91	146.63	146.36	146.09	145.82	145.55
58	145.28	145.01	144.73	144.46	144.18	143.91	143.63	143.36	143.08	142.81	142.53	142.26
59	141.98	141.70	141.42	141.15	140.87	140.59	140.31	140.03	139.75	139.48	139.20	138.92
60	138.64	138.36	138.08	137.80	137.52	137.24	136.96	136.67	136.39	136.11	135.83	135.55
61	135.27	134.99	134.70	134.42	134.13	133.85	133.57	133.28	133.00	132.71	132.43	132.14
62	131.86	131.57	131.29	131.00	130.72	130.43	130.15	129.86	129.57	129.29	129.00	128.72
63	128.43	128.14	127.86	127.57	127.28	127.00	126.71	126.42	126.14	125.85	125.56	125.28
64	124.99	124.70	124.42	124.13	123.84	123.56	123.27	122.98	122.70	122.41	122.12	121.84
65	121.55	121.26	120.98	120.69	120.40	120.12	119.83	119.54	119.26	118.97	118.68	118.40
66	118.11	117.83	117.54	117.26	116.97	116.69	116.41	116.12	115.84	115.55	115.27	114.98
67	114.70	114.42	114.13	113.85	113.56	113.28	113.00	112.71	112.43	112.14	111.86	111.57
68	111.29	111.00	110.71	110.43	110.14	109.85	109.56	109.27	108.98	108.70	108.41	108.12
69	107.83	107.55	107.27	106.99	106.71	106.43	106.15	105.86	105.58	105.30	105.02	104.74
70	104.46											

Normal Form: 3-Year Certain and Life

APPENDIX A-4
PERCENTAGES TO BE APPLIED TO EMPLOYEE'S PENSION CALCULATED
ON THE LIFE ONLY FORM OF PAYMENT TO PROVIDE 100% JOINT And
SURVIVOR AND CONTINGENT POP-UP PAYMENTS

	(current)	(current)	(effective through 5/31/2009)
Age of Spouse in Relation to Employee	Joint and 100% Survivor	Contingent 100% Pop-Up	Contingent 50% Pop-Up
20 years younger	68.3%	67.8%	80.6%
19 years younger	68.6	68.1	80.9
18 years younger	69.0	68.5	81.2
17 years younger	69.4	68.8	81.4
16 years younger	69.8	69.1	81.7
15 years younger	70.2	69.5	82.0
14 years younger	70.6	69.9	82.3
13 years younger	71.1	70.3	82.6
12 years younger	71.6	70.7	82.9
11 years younger	72.1	71.1	83.2
10 years younger	72.6	71.6	83.5
9 years younger	73.1	72.1	83.8
8 years younger	73.7	72.5	84.1
7 years younger	74.3	73.0	84.4
6 years younger	74.9	73.5	84.7
5 years younger	75.5	74.0	85.1
4 years younger	76.1	74.7	85.4
3 years younger	76.8	75.1	85.8
2 years younger	77.4	75.7	86.1
1 year younger	78.1	76.2	86.5
Same Age	78.8	76.8	86.9
1 year older	79.5	77.4	87.3
2 years older	80.3	78.0	87.6
3 years older	81.0	78.6	88.0
4 years older	81.8	79.2	88.4
5 years older	82.5	79.8	88.8
6 years older	83.3	80.4	89.2
7 years older	84.1	81.1	89.6
8 years older	84.9	81.7	89.9
9 years older	85.6	82.3	90.3
10 years older	86.4	82.9	90.7

APPENDIX A-5
FACTOR FOR TEN-YEAR CERTAIN and LIFE

Age of Employee (To Nearest Year)	10-Year Certain
55	96.9%
56	96.5
57	96.1
58	95.7
59	95.2
60	94.7
61	94.0
62	93.3
63	92.5
64	91.6
65	90.6
66	89.5
67	88.3
68	87.0
69	85.7
70	84.3
71	82.8
72	81.3
73	79.6
74	77.9
75	76.0

APPENDIX A-6
LEVEL INCOME OPTION (SOCIAL SECURITY AT AGE 62)

Months	55	56	57	58	59	60	61
0	0.4946	0.5432	0.5975	0.6584	0.7269	0.8043	0.8919
1	0.4987	0.5477	0.6026	0.6641	0.7334	0.8116	0.9002
2	0.5027	0.5523	0.6077	0.6698	0.7398	0.8189	0.9085
3	0.5068	0.5568	0.6127	0.6755	0.7463	0.8262	0.9168
4	0.5108	0.5613	0.6178	0.6812	0.7527	0.8335	0.9251
5	0.5149	0.5658	0.6229	0.6869	0.7592	0.8408	0.9334
6	0.5189	0.5704	0.6280	0.6927	0.7656	0.8481	0.9417
7	0.5230	0.5749	0.6330	0.6984	0.7721	0.8554	0.9499
8	0.5270	0.5794	0.6381	0.7041	0.7785	0.8627	0.9582
9	0.5311	0.5839	0.6432	0.7098	0.7850	0.8700	0.9665
10	0.5351	0.5885	0.6483	0.7155	0.7914	0.8773	0.9748
11	0.5392	0.5930	0.6533	0.7212	0.7979	0.8446	0.9831

Level Income Option (Social Security at Age 65)

Months	55	56	57	58	59	60	61	62	63	64
0	0.3540	0.3887	0.4276	0.4712	0.5202	0.5756	0.6383	0.7095	0.7908	0.8838
1	0.3569	0.3919	0.4312	0.4753	0.5248	0.5808	0.6442	0.7163	0.7986	0.8927
2	0.3598	0.3952	0.4349	0.4794	0.5294	0.5861	0.6502	0.7231	0.8063	0.9016
3	0.3627	0.3984	0.4385	0.4835	0.52341	0.5913	0.6561	0.7298	0.8141	0.9106
4	0.3656	0.4017	0.4421	0.4875	0.5387	0.5965	0.6620	0.7366	0.8218	0.9195
5	0.3685	0.4049	0.4458	0.4916	0.5433	0.6017	0.6680	0.7434	0.8296	0.9284
6	0.3714	0.4082	0.4494	0.4957	0.5479	0.6070	0.6739	0.7502	0.8373	0.9373
7	0.3742	0.4114	0.4530	0.4998	0.5525	0.6122	0.6798	0.7569	0.8451	0.9462
8	0.3771	0.4146	0.4567	0.5039	0.5571	0.6174	0.6858	0.7637	0.8528	0.9551
9	0.3800	0.4179	0.4603	0.5080	0.5618	0.6226	0.6917	0.7705	0.8606	0.9641
10	0.3829	0.4211	0.4639	0.5120	0.5664	0.6279	0.6976	0.7773	0.8683	0.9730
11	0.3858	0.4244	0.4676	0.5161	0.5710	0.6331	0.7036	0.7840	0.8761	0.9819

APPENDIX A-7
PERCENTAGES TO BE APPLIED TO EMPLOYEE'S PENSION CALCULATED
ON THE LIFE ONLY FORM OF PAYMENT TO PROVIDE 75% JOINT AND
SURVIVOR AND CONTINGENT POP-UP PAYMENTS
AND 50% CONTINGENT POP-UP PAYMENTS

	(effective 9/1/2008)	(effective 6/1/2009)	(effective 6/1/2009)
Age of Spouse in Relation to Employee	Joint and 75% Survivor	Contingent 75% Pop-Up	Contingent 50% Pop-Up
20 years younger	78.7%	78.4%	88.8%
19 years younger	78.9	78.6	89.0
18 years younger	79.2	78.9	89.2
17 years younger	79.5	79.2	89.4
16 years younger	79.8	79.4	89.6
15 years younger	80.1	79.7	89.8
14 years younger	80.4	80.0	89.9
13 years younger	80.8	80.3	90.1
12 years younger	81.1	80.6	90.3
11 years younger	81.5	80.9	90.5
10 years younger	81.8	81.2	90.6
9 years younger	82.2	81.5	90.8
8 years younger	82.6	81.8	91.0
7 years younger	83.0	82.2	91.1
6 years younger	83.4	82.5	91.3
5 years younger	83.8	82.8	91.5
4 years younger	84.2	83.2	91.6
3 years younger	84.6	83.5	91.8
2 years younger	85.0	83.8	91.9
1 year younger	85.5	84.2	92.1
Same Age	85.9	84.5	92.3
1 year older	86.4	85.0	92.4
2 years older	86.9	85.4	92.6
3 years older	87.3	85.7	92.7
4 years older	87.8	86.1	92.9
5 years older	88.3	86.6	93.1
6 years older	88.8	87.0	93.2
7 years older	89.3	87.4	93.4
8 years older	89.8	87.9	93.6
9 years older	90.2	88.2	93.7
10 years older	90.7	88.7	93.9

APPENDIX B OPTION II - PLAN B

PURPOSE

Effective October 1, 1965, the Teamsters' Local 761 Pension Plan (the "Vending Plan") was adopted in accordance with a Trust agreement effective October 1, 1965 establishing a Trust Fund to provide retirement benefits for employees covered by Collective Bargaining Agreements with the Teamsters Local 761, affiliate of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America.

Effective September 1, 2001, the name of the Vending Plan was changed to the Pension Plan of the Teamsters Local 786 Vending Employees' Pension Fund.

Effective September 30, 2015, Vending Plan was merged into the Plan. Although both plans share the same trust effective September 30, 2015, the intent of the parties was to maintain separate benefit structures for Vending Plan Participants versus Lumber Plan Participants.

This Appendix B shall only apply to Plan B Participants and Plan B Beneficiaries. No other Participant or Beneficiary shall be eligible for benefits under this Appendix B. Likewise, any individual eligible for benefits under this Appendix B shall not be eligible for benefits under Appendix A, unless through separate employment such individual meets the requirements for benefits under Appendix A. Any term that is capitalized in this Appendix B, but not defined below shall have the same definition as that used in Article 1 of the Plan. To the extent any provision under Appendix B is inconsistent with a provision of the Plan, the provision set forth in Appendix B shall supersede such provision of the Plan, but only to the extent it applies to Plan B Participants and Plan B Beneficiaries.

The provisions of this Appendix B shall apply only to an employee whose termination of Covered Service occurs on or after September 30, 2015. A former employee's eligibility for benefits and the amount of benefits, if any, payable to or on behalf of a former employee shall be determined in accordance with the provisions of Plan B in effect on the date his Covered Service terminated, except to the extent otherwise specifically provided herein or under subsequent Plan amendments.

All Section and Article references in this Appendix B shall relate to Sections and Articles in this Appendix B, unless specified otherwise.

ARTICLE I

DEFINITIONS

Whenever used in this Appendix B, the following terms shall have the meanings set forth. Any capitalized terms not otherwise defined in this Appendix B shall be defined as set forth in Article I of the Plan.

Section 1.1 Normal Retirement Age

Means the earlier of the following:

- (a) the date the Plan B Participant attains age 55 and has earned ten pension credits, and
- (b) the later of his 65th birthday and the 5th anniversary of his Vending Plan participation.

Section 1.2 Pension

Means any benefit payable in the form of a series of payments in accordance with this Appendix B.

ARTICLE II

PLAN PARTICIPATION

Section 2.1 Participation Requirements - Employers

This Vending Plan was established to provide benefits for employees who are represented in collective bargaining by Local 786. Employees of Employers (including the Union) will be accepted for participation by the Trustees if their joining Plan B is made in accordance with the procedure established by the Trustees and if acceptance of the group will not impair the actuarial soundness of the Trust Fund. To enable the Trustees to make such determination, the name, date of birth, and employment history of each employee covered by the Collective Bargaining Agreement with the new employer will be furnished to the Trustees.

When a Vending Employer is accepted for participation, the Trustees may, in writing, impose on such acceptance any terms and conditions they consider necessary to preserve an equitable relationship and actuarial soundness. Such conditions may include, but shall not be limited to, the imposition of special waiting periods before the commencement of benefits for pensioners and/or the granting of a lower scale of benefit.

A written notice of acceptance shall be sent by the Trustees to any new Vending Employer who is accepted for participation. Until such written notice is sent by Trustees a new employer shall not be considered to have been accepted for participation in the Plan and shall not be considered a Vending Employer hereunder.

Section 2.2 Participation Requirements - Employees

Each Employee shall be eligible to become a Plan B Participant as of the date he completes one Hour of Service for a Plan B Employer.

If a Plan B Participant or former Plan B Participant is employed or reemployed following a break in service, such employee shall be eligible to become a Plan B Participant hereunder as of the date he completes one Hour of Service for a Plan B Employer.

ARTICLE III

SERVICE RULES - VESTING AND PENSION CREDITS

Section 3.1 Hour of Service

- (a) Hour of Service: an Employee will be credited with an “Hour of Service” for:
- (1) Each hour for which he is directly or indirectly paid, or entitled to payment, by a Plan B Employer for the performance of duties. These hours shall be credited to him for the period or periods in which the duties are performed; and
 - (2) Each hour for which he is directly or indirectly paid or entitled to payment by a Plan B Employer for reasons (such as vacation, sickness or disability) other than for the performance of duties. These hours shall be credited to him for the period or periods in which payment is made or amounts payable to him become due, as determined under Labor Regulation 2530.200b-2(c)(2) and shall be computed according to Labor Regulations 2530.200b-2(b); and
 - (3) Each hour for which back pay, irrespective of mitigation of damages, has been either awarded, or agreed to, by a Plan B Employer. These hours shall be credited to him for the period or periods to which the award or agreement pertains rather than the period in which the award, agreement, or payment was made; and
 - (4) Up to 190 hours for any single continuous period during which the Employee performs no duties, but is absent due to a maternity or paternity absence. Only those hours that normally would be credited but for such absence shall be counted. If the Plan is unable to determine such hours, it will be assumed to be eight hours per workday of absence. Such hours shall be treated as Hours of Service for the year in which the maternity or paternity absence began, if necessary to prevent a Break-In-Service under Section 3.3. If there is no Break-In-Service in the year the maternity or paternity absence began, such Hours of Service may be used to prevent a Break-In-Service in the following year. Hours of Service provided under this subsection shall be for participation and vesting purposes (Service Credits) and shall in no event count toward Pension Credits; and
 - (5) The foregoing provisions shall be administered in accordance with Department of Labor regulations set forth in Section 2530.200b-2; and
 - (6) Each hour of an Employee’s regular work schedule, other than an hour credited to an Employee under any other subsection of this Section 3.1 for which an Employee is serving in the Armed Forces of the United States of America, provided the Employee returns to active employment with the Employer within the period of time during which such Employee has re-employment rights under any applicable federal law. Such service is required to be counted for purposes of Service Credit and Pension Credit.
 - (7) Solely for the purpose of determining whether an Employee has incurred a Break-in-Service, any leave of absence granted by an Employer, up to 12 weeks, that qualifies under the Family and Medical Leave Act (FMLA) shall not be counted as a Break in Service for purposes of determining eligibility and vesting.

These hours shall be credited to the period or periods in which each such hour occurs.

A given hour shall be credited to an Employee only under one of the above items.

The Plan will determine the number of Hours of Service an Employee will receive hereunder using the equivalency method based on months of employment. Therefore, if an Employee is credited with at least an Hour of Service in a month, he shall receive 190 Hours of Service.

Section 3.2 Service Year – Service and Pension Credits

- (a) Service Year: “Service Year” means, with respect to any Employee, a 12-month period beginning on the first day of a Plan Year.
- (b) Year of Service Credit: an Employee will receive 2/10^{ths} of a “Year of Service Credit” for each 190 Hours of Service he receives in a Service Year (including those which occurred before he participated in the Plan) which are credited for Covered Service or Contiguous Noncovered Service, up to a maximum of one Year of Service Credit in a Service Year. Expressed differently, if an Employee is credited with at least one Hour of Service per month for Covered Service or Contiguous Noncovered Service for five months in a Service Year, he will receive one Year of Service Credit.

Any service completed by the Employee with predecessor employers and other employers which is required in accordance with subsection 414(a), (b) and (c) of the Code, to be considered as service completed hereunder by the Employee shall also be taken into account in determining an Employee’s Years of Service Credit.

The following definitions are applicable to this Section:

- (1) “Covered Service” shall mean service completed by an Employee with an Employer for work which would require the Employer to make contributions to the Plan.
 - (2) “Noncovered Service” shall mean service completed by an Employee with an Employer which does not require the Employer to make contributions to Plan B.
 - (3) “Contiguous Noncovered Service” shall mean Noncovered Service which, without quit, discharge or retirement having occurred, immediately precedes or follows Covered Service and which occurs when an Employer from which the Noncovered Service is earned is making contributions to Plan B on behalf of other Employees.
- (c) “Year of Pension Credit”. A Plan B Participant will receive one “Year of Pension Credit” for each full year (and fractions thereof, counting each month as a twelfth) which elapses during his period of Covered Service.

Section 3.3 One-Year Break-In-Service

An Employee shall incur a One-Year Break-In-Service if in any Service Year he has received less than 190 Hours of Service.

Section 3.4 Effect of a One-Year Break-In-Service

An Employee's Years of Service Credit and Pension Credits accrued before a One-Year Break-In-Service shall remain to his credit if such Employee is vested in accordance with Section 3.6; if such Employee is not vested, his Years of Service Credit and Pension Credits shall remain to his credit until they are cancelled in accordance with Section 3.5.

Section 3.5 Cancellation of Years of Service Credit and Pension Credits

An Employee who is not vested shall have his Years of Service Credit and Pension Credits cancelled and shall cease to be an Employee under the Plan when he dies or his consecutive One-Year Breaks-In-Service equal the greater of: (a) 5, or (b) the number of Years of his Service Credits.

Section 3.6 Vesting Rights

In addition to the vesting rights and rules set forth in Section 7.11 of the Plan, any Plan B Participant who has ten Years of Pension Credits, may elect earlier commencement of his Normal Pension, but not prior to age 50, in an actuarially reduced amount.

ARTICLE IV

ELIGIBILITY FOR PENSIONS

Section 4.1 Eligibility for Normal Pension

A Plan B Participant shall be eligible to receive a Normal Pension determined in accordance with Section 5.2 and payable in accordance with Article VI when he attains his Normal Retirement Age.

Upon attainment of his Normal Retirement Age, a Plan B Participant shall be vested in his accrued Normal Retirement pension.

If a Plan B Participant retires, his Normal Retirement Date shall be the first day of the month coinciding with or otherwise next following the date he becomes so eligible. Unless he is continuing in the employ of an Employer in accordance with Section 4.3, a Plan B Participant who is an Employee on the date he becomes eligible shall retire on his Normal Retirement Date. If a Plan B Participant is not an Employee on the date he becomes so eligible, he shall, for the purposes of this Appendix B, be considered as retired on his Normal Retirement Date.

Section 4.2 Eligibility for Early Pension

A Plan B Participant who is age 50 and has ten Years of Pension Credit may, upon 30 days' advance notice to the Plan Administrator, elect to receive an Early Pension beginning on the first day of any month after he meets the eligibility requirements for such a pension payable in accordance with Article VI. Such Plan B Participant's Early Retirement Date will be the first day of the month coinciding with or otherwise next following the later of (a) the date specified in his election and (b) the date he ceases to be an Employee.

Section 4.3 Eligibility for Delayed Pension

A Plan B Participant may continue in the employ of an Employer after his Normal Retirement Date. When he retires, he shall be eligible to receive a Delayed Pension determined in accordance with Section 5.4 and payable in accordance with Article VI. His Delayed Retirement Date will be the first day of the month coinciding with or otherwise next following the date of his actual retirement, but not later than the Required Beginning Date.

Section 4.4 Eligibility for Disability Pension

A Plan B Participant shall be eligible to retire and receive a Disability Pension determined in accordance with Section 5.5 and payable in accordance with Article VI if he is determined to be permanently disabled, if he has not attained his Normal Retirement Age but he has completed at least ten Years of Pension Credit.

A Plan B Participant shall be deemed to be permanently disabled only if he is eligible to receive disability benefits pursuant to Title II of the federal Social Security Act. The extent or duration of such disability, and the date thereof, shall be determined by a qualified physician, who has been selected by the Trustees.

Such disability shall be deemed to have resulted from an unavoidable cause unless (a) it was contracted, suffered, or incurred while the Plan B Participant was engaged in, or it resulted from his having engaged in, a felony; or (b) it resulted from his habitual use of intoxicants, drugs or narcotics; or (c) it resulted from a deliberately self-inflicted injury or self-induced sickness.

If the Trustees determine that permanent disability exists, the Disability Retirement Date of a Plan B Participant eligible for a Disability Pension shall be the first day of the month coinciding with or otherwise next following the date of his retirement for permanent disability.

If a Plan B Participant attains age 55 while still eligible for a Disability Pension, he shall have a nonforfeitable right to a Normal Retirement Pension and, for the purposes of this Appendix B, his permanent disability shall be considered as continuing for his remaining lifetime.

Section 4.5 Suspension of Pension upon Re-employment

- (a) Except as provided in subsection (b), below, the retirement benefits of an Employee who continues in employment after his Normal Retirement Date, or of an Employee who is rehired after benefit payments have commenced, shall be suspended for the calendar months thereafter in which he completes 40 or more hours of service for which he is paid, or entitled to payment.
- (b) The following rules shall apply to benefits under subsection (a) above.
 - (1) An Employee may request, and the Plan administrator within a reasonable amount of time will render, a determination of whether specific contemplated employment would result in suspension of benefits.
 - (2) No payment shall be withheld pursuant to this Section unless the Plan administrator notifies the Employee, by personal delivery or first class mail, during the first calendar month in which the Plan withholds payments, that his benefits are suspended. Such notification shall contain a description of the specific reasons why benefit payments are being suspended, a general description of this Section relating to the suspension of payments, a copy of this Section, and a statement to the effect that applicable Department of Labor regulations may be found in Section 2530.203-3. In addition, the suspension notification shall inform the Employee of the procedure for affording a review of the suspension of benefits.
 - (3) A former Employee whose benefits are suspended upon his return to work after his Normal Retirement Date shall, upon his subsequent retirement, recommence receiving a pension benefit in the same amount as was being paid prior to his return to work except as provided in paragraph (4), below.
 - (4) Benefits suspended under this Section shall resume (or shall begin, in the case of a working Employee who continues in employment after Normal Retirement Date and who has completed 40 or more hours of service per month) no later than the first day of the third calendar month after the calendar month in which the Employee ceases to be subject to suspension of his benefits hereunder. The initial payment shall include the payment scheduled to occur in the calendar month when payments resume (or begin) and shall include any amounts withheld during the period between cessation of employment (or the beginning of a calendar month with less than 40 hours of service, as the case may be) and the resumption of payments. The full amount of such initial payment may be offset against the amount of any prior retirement benefits erroneously paid to the Employee after he had become subject to this Section, and subsequent benefit payments may be offset in the amount of 25% of the amount otherwise due, until the amount of such overpayment has been completely recovered.

If the Plan B Participant's benefits are suspended on his Required Beginning Date, payments shall resume at that time.

Section 4.6 Eligibility for Supplemental Lump Sum Benefit

A Plan B Participant shall be eligible to receive a Supplemental Lump Sum Benefit in addition to his monthly pension benefit if he:

- (a) Retires from Covered Employment on or after December 1, 2000;
- (b) Works for an Employer who has agreed to a \$126 monthly employer contribution rate as of December 1, 2000;
- (c) Is eligible to receive a Normal, Early, Delayed or Disability pension;
- (d) Has earned five or more full Pension Credits since October 1, 1995, for work in Covered Employment under the Teamsters 786 Vending Employees Pension Plan (excluding any reciprocal pension credits) at the time he retires; and
- (e) Commenced covered employment prior to October 1, 2010.

Pension Credits earned before October 1, 1995, and Pension Credits earned with reciprocal funds (if any) shall not be considered when determining the eligibility for or the amount of a Supplemental Lump Sum Benefit.

ARTICLE V

ACCRUED PENSION - AMOUNT OF PENSION

Section 5.1 Accrued Pension

The monthly amount of a Plan B Participant's Accrued Pension as of any date of determination shall be equal to (a) times (b) following, where:

- (a) is \$31.10 if he terminates from active employment on or after October 1, 1997; and
- (b) is the number of his Years and 1/12^{ths} of Pension Credit.

Section 5.2 Amount of Normal Pension

Subject to the limitations set forth herein, the monthly amount of Normal Pension payable to a Plan B Participant eligible therefor in accordance with Section 4.1 shall be equal to:

- (a) the total monthly amount of his Accrued Pension determined in accordance with Section 5.1, provided such Plan B Participant is still in Covered Service with an Employer as of the date he becomes eligible to receive such Normal Pension; otherwise
- (b) the total monthly amount of his Accrued Pension determined in accordance with Section 5.1 as constituted on the date he ceased to be in Covered Service with an Employer.

Section 5.3 Amount of Early Pension

Subject to the limitations set forth herein, the monthly amount of Early Pension payable to a Plan B Participant eligible therefor in accordance with Section 4.2 shall be equal to the Actuarial Equivalent of the total monthly amount of a Plan B Participant's Accrued Pension determined in accordance with Section 5.1 as of the date he ceased to be in Covered Service with an Employer.

Section 5.4 Amount of Delayed Pension

Subject to the limitation set forth herein, the monthly amount of Delayed Pension payable to a Plan B Participant eligible therefor in accordance with Section 4.3 shall be equal to the total monthly amount of his Accrued Pension determined in accordance with Section 5.1 determined as of his Delayed Retirement Date. (For purposes of clarification, a Plan B Participant can accrue additional Pension in accordance with Section 5.1 for periods of Covered Service with an Employer after his Normal Retirement Date.)

Section 5.5 Amount of Disability Pension

Subject to the limitations set forth herein, the monthly amount of Disability Pension payable to a Plan B Participant eligible therefor in accordance with Section 4.4 shall be equal to the total monthly amount of the Plan B Participant's Accrued Pension determined in accordance with Section 5.1 as of his Disability Retirement Date.

Section 5.6 Amount of Supplemental Lump Sum Benefit

The amount of the Supplemental Lump Sum Benefit payable to a Plan B Participant eligible therefor in accordance with Section 4.6 shall be equal to \$5,800 for each five full Pension Credits earned since October 1, 1995, if the Plan B Participant was actively employed on or after this date and prior to October 1, 2004. The Supplemental Lump Sum Benefit shall be equal to \$6,000 for each five full Pension Credits earned since October 1, 1995, under Plan B, provided the Plan B Participant was employed in Covered Employment on or after October 1, 2004.

There is no limit to the number of Pension Credits that can be used to calculate the Supplemental Lump Sum Benefit and the amount is not reduced for early retirement.

The Supplemental Lump Sum Benefit of a qualified retiree shall commence at the time he retires and starts receiving payment of monthly pension benefits. In the event a Plan B Participant dies while working in Covered Employment, his surviving spouse (or designated beneficiary) shall be eligible to receive a Supplemental Lump Sum Benefit.

Notwithstanding the above, Plan B Participants who did not have a Pension Fund contribution prior to October 1, 2010, shall not be eligible for a lump sum distribution.

ARTICLE VI

FORMS AND TERMS OF PAYMENT - OTHER BENEFITS

Section 6.1 Standard Forms of Pension Payments

- (a) Automatic Survivor Pension Not In Effect. If the Automatic Survivor Pension form described in subsection (b) following is not in effect for a Plan B Participant who is retiring under Plan B on an Early, Normal or Delayed Retirement Date, any pension payable to such Plan B Participant will be paid to him in equal monthly installments on a life only basis with the first payment being made on his applicable Retirement Date and subsequent payments being made on the first day of each month throughout his lifetime, terminating with the payment made on the first day of the month in which his death occurs.
- (b) Automatic Survivor Pension in Effect. Unless a Plan B Participant who retires under Plan B on an Early, Normal or Delayed Retirement Date with an Eligible Spouse makes the revocation herein described, the Automatic Survivor Pension form will automatically become effective for him on his Retirement Date. A Plan B Participant may revoke the Automatic Survivor Pension during the benefit election period, after having been given a notice, pursuant to the provisions of Section 6.7 and by a Qualified Election of a different form of payment. Unless the normal form of payment or an optional form of payment is selected pursuant to a qualified election within the election period described in Section 6.6, the provisions of this Section 6.1(b) shall automatically become effective as of the Plan B Participant's Retirement Date.

An "Automatic Survivor Pension" means that the Plan B Participant will receive an actuarially adjusted monthly amount for life and, if the Plan B Participant dies before his Eligible Spouse, the latter will receive a monthly benefit for her lifetime equal to 50% of the Plan B Participant's adjusted monthly amount.

The "Eligible Spouse" of a Plan B Participant under this subsection is the wife or husband to whom the Plan B Participant was legally married on his Early, Normal or Delayed Retirement Date (in the case of a Disability Retirement, the Plan B Participant's Normal Retirement Date), provided that a former spouse will be treated as the Eligible Spouse to the extent provided under a Qualified Domestic Relations Order as described in Section 414(p) of the Code.

The Automatic Survivor Pension form described in this subsection is effective for a Plan B Participant with an Eligible Spouse and the following shall apply:

- (1) Any Early, Normal or Delayed Pension payment payable to such Plan B Participant on and after his applicable Retirement Date will be paid as described in subsection (a) preceding, except that the amount of his monthly Pension will be reduced to reflect that the Automatic Survivor Pension form is the Actuarial Equivalent of the form of Pension that would otherwise have been payable to him in accordance with subsection (a) preceding.
- (2) If such Plan B Participant's Eligible Spouse is living on the date of such Plan B Participant's death, monthly Pension payments shall be made to such spouse in an amount equal to 50% of the reduced monthly Pension which such Plan B Participant was receiving at his death, or would have been entitled to receive on his Retirement Date, in accordance with item (1) preceding.

- (3) For Retirement Dates or Plan B Participant's death on or after October 1, 2008, Pensions are reduced in accordance with item (1) and (2) preceding, using the factors in Appendix B-2.

Any such payments to such Spouse will be paid in equal monthly installments, commencing on the first day of the month following such Plan B Participant's death, if such Spouse is then living, and continuing to be made on the first day of each month throughout such Spouse's remaining lifetime, terminating with the payment made on the first day of the month in which such spouse's death occurs.

Section 6.2 Standard Forms of Disability Pension Payments

Any Disability Pension payable to such Plan B Participant will be paid to him in monthly payments beginning on his Disability Retirement Date and continuing payable on the first day of each month thereafter, terminating with the payment made on the first day of the month, prior to his attainment of age 55, in which he becomes ineligible to receive disability insurance benefits under the federal Social Security Act as a result of recovery from disability, if applicable; otherwise, on the first day of the month in which his death occurs. If the Plan B Participant is still eligible to receive a Disability Pension upon attainment of his age 55, his pension shall be paid in the form of a Normal Retirement Pension pursuant to the provisions of Section 6.1.

If such Plan B Participant's Disability Pension ceases for any reason other than death, he shall, for the purposes of this Appendix B, be treated the same as he would be treated had he incurred a Break in Service on the date of such cessation.

Section 6.3 Optional Forms of Pension

In lieu of receiving his Pension in one of the standard forms specified in Section 6.1, a Plan B Participant may, subject to the conditions set forth in this Section, elect to receive a Pension of actuarially equivalent value in one of the following optional forms:

- (a) Contingent Annuity Option. A reduced monthly pension payable to the Plan B Participant, commencing on the later of the date this option becomes effective for him and his Retirement Date if he is then living, and continuing payable on the first day of each month thereafter, terminating with the payment made on the first day of the month in which his death occurs as determined using the factors in Appendix B-1. Following the death of the Plan B Participant after this option becomes effective, 50% or 100% of such reduced monthly Pension as specified by the Plan B Participant in his election of this option, shall be continued to the person he has named as his contingent annuitant, who may be only the Eligible Spouse of the Plan B Participant. The first monthly payment to the contingent annuitant, if applicable, is payable on the first day of the month next following the date of the Plan B Participant's death, if the contingent annuitant is then living. Subsequent monthly payments are payable to the contingent annuitant on the first day of each month thereafter, terminating with the payment made on the first day of the month in which the contingent annuitant's death occurs.
- (b) Life Income With Period Certain Option. A reduced monthly pension payable to the Plan B Participant, commencing on the later of the date this option becomes effective for him and his Retirement Date if he is then living, and continuing payable on the first day of each month thereafter, terminating with the payment made on the first day of the month in which his death occurs as determined using the factors in Appendix B-3. If the Plan B Participant dies after the date this option becomes effective, but before a total of 120 reduced monthly Pension payments has been made to the Plan B Participant on and after such date, such reduced Pension shall be continued to a person named by the Plan B Participant as his

beneficiary until a total of 120 reduced monthly Pension payments in all has been made to the Plan B Participant and his beneficiary on and after such date. Any monthly payments to the beneficiary are payable on the first day of a month, with the first monthly payment being payable on the first day of the month next following the date of the Plan B Participant's death.

- (c) Level Income Option. An adjusted monthly Pension payable to the Plan B Participant, commencing on the Plan B Participant's Early Retirement Date and payable as described in subsection 6.1(a), except that such pension shall be payable in a greater amount before the date the Plan B Participant expects to begin receiving payment of the primary insurance benefits expected to become payable to him under Title II of the federal Social Security Act and a reduced amount after such date, so that his total income including both the adjusted Pension and such primary insurance benefits, shall be as nearly uniform as possible both before and after such date as determined using the factors in Appendix B-4. However, in no event shall the value of the payment be less than the value determined using the Applicable Interest Rate and Applicable Mortality Table.

Section 6.4 Certain Restrictions on Electing Options

All survivor benefits shall comply with the limits of Section 401(a)(9) of the Internal Revenue Code and the incidental benefit rule and the regulations prescribed under them, including Sections 1.401(a)(9)-1 and 1.401(a)(9)-2 of the Treasury Regulations.

A Plan B Participant receiving a Disability Pension may not elect the Level Income Option described in subsection 6.3(c) and may not elect to commence the Contingent Annuity Option or Life Income with Period Certain Options described in subsections 6.3(a) and 6.3(b) prior to his Normal Retirement Date.

Section 6.5 Effective Date of Options

Except as provided below, the optional forms of pension described in subsections 6.3(a) and 6.3(b) above, when elected by a Plan B Participant, shall become effective upon retirement under Plan B on such Plan B Participant's Early, Normal or Delayed Retirement Date, and for a Plan B Participant receiving a Disability Pension on his Normal Retirement Date, and the optional form of Pension described in subsection 6.3(c) above, when elected by a Plan B Participant, shall become effective on such Plan B Participant's Early Retirement Date.

Any optional form of pension elected by a Plan B Participant will not become effective if it would result in any payments of less than \$20.00 per month.

Any optional form of pension elected by a Plan B Participant will not become effective if the Plan B Participant dies before the date such optional form would otherwise become effective.

In addition, the Contingent Annuity Option will not become effective for a Plan B Participant if his contingent annuitant dies before the date the Contingent Annuity Option would otherwise become effective.

Section 6.6 Election Period

A Plan B Participant's election period shall be not more than 90 calendar days nor less than 30 calendar days preceding his Annuity Starting Date. During the election period, a Plan B Participant may elect, revoke, or change a selection or deemed selection of a form of payment; provided, however, that after pension payments

commence, a Plan B Participant may only change the form of payment to either the Life Only basis of payment or to the automatic survivor basis of payment described in Section 5.1. The plan administrator may make any equitable adjustment to payments being made if a change in the form of payment is made after pension payments commence. After expiration of such election period, no change may be made in the form of payments.

Section 6.7 Other Benefits

- (a) Lump Sum Death Benefit. If a Plan B Participant dies while employed in Covered Service and after completing ten years of Pension Credit after October 1, 1965, a lump sum death benefit of \$100 times his Years of Pension Credit after October 1, 1965, to a maximum of 20 such years, will be payable to his Plan B Beneficiary. (For the purposes of clarification, a death benefit can be paid in addition to a Pension under the Plan.)
- (b) Pre-Retirement Surviving Spouse Death Benefits. If a Plan B Participant dies while he has an Eligible Spouse and his death occurs:
 - (1) after he has Vesting Rights, in accordance with the Plan and Section 3.6 and has not commenced his pension; or
 - (2) while he is receiving a Disability Pension but prior to his Normal Retirement Date, the pre-retirement surviving spouse's death benefit will be payable to the surviving Eligible Spouse.

The surviving Eligible Spouse of such a Plan B Participant will be entitled to a monthly pension equal to 50% of the monthly pension the Plan B Participant would have received in accordance with subsection 6.1(b) if he had retired on the first day of the month following his death and elected to receive his pension as of the earliest possible pension commencement date under the Plan.

Any such payments to such Spouse will be paid in equal monthly installments, with the first payment payable on the Plan B Participant's earliest possible pension commencement date under Plan B and continuing to be payable on the first day of each month throughout such Spouse's lifetime, terminating with the payment made on the first day of the month in which such Spouse's death occurs. Prior to commencement of payments, the Spouse must file with the Plan Administrator all information required by the Trustees, including satisfactory proof of age, marriage and the Plan B Participant's death.

The Eligible Spouse may elect in writing, filed with the Trustees, and on whatever form the Trustees may prescribe, to defer commencement of the Pre-Retirement Surviving Spouse Death Benefits until a specified date that is no later than the first of the month following the date the Plan B Participant would have reached Normal Retirement Age. The benefit amount will be determined as if the Plan B Participant survived to the date the Eligible Spouse elected to begin receiving that benefit, retired at that age with an immediate survivor pension and died the next day.

If the deceased Plan B Participant's Eligible Spouse dies before the date the surviving spouse elected to begin receiving the benefit, the survivor pension will be forfeited and there will be no payments to any Plan B Beneficiary or any other party.

- (c) If you are married, have at least 10 Pension Credits, and elect to receive your pension under the Single Life method, 36 payments are guaranteed to your eligible surviving spouse. This means that if you die before receiving these 36 monthly payments, the remaining payments will be made to your spouse, as long as he or she survives.

ARTICLE VII

NON-BARGAINED EMPLOYEES

Section 7.1 Non-Bargained Employee

A “Non-Bargained Employee” means a person who is employed by an Employer and who is not covered by a Collective Bargaining Agreement, but is covered by another written agreement requiring Employer contributions on his or her behalf.

Section 7.2 Highly Compensated Employee

- (a) The term “Highly Compensated Employee” includes highly compensated active employees and highly compensated former employees of an Employer. Whether an individual is a highly compensated employee is determined separately with respect to each Employer, based solely on that individual’s compensation form or status with respect to that Employer.
- (b) A highly compensated active employee is an employee of the Employer who performs service for the Employer during the determination year and who during the look-back year:
 - (1) received compensation from the Employer in excess of \$125,000 (as adjusted under Section 414(q) of the Code);
 - (2) is a 5% owner at any time during the look-back year or the determination year.
- (c) A highly compensated former employee is an employee who separated from service, or was deemed to have separated, before the determination year, performs no service for the Employer during the determination year, and was a highly compensated employee either for the separation year or for any determination year ending on or after the individual reaches age 55.
- (d) The “determination year” is the plan year for which the test is being applied, and the look-back year is the 12-month period immediately preceding that plan year.
- (e) The determination of who is a Highly Compensated Employee, will be made in accordance with Section 414(q) of the Internal Revenue Code and the regulations thereunder.

Section 7.3 Vesting for Non-Bargained Employee

A Non-Bargained Employee who has at least one Hour of Service after September 30, 1989, will attain Vested Status after accumulating five years of Vesting Service.

Years of Vesting Service that are not taken into account because of a Permanent Break in Service do not count in determining a Plan B Participant’s Vested Status.

Section 7.4 Nondiscrimination, Coverage, and Participation

- (a) Participation in the Plan by Non-Bargained Employees shall be in compliance with Section 401(a)(4) (nondiscrimination rules), 410(b) (coverage rules), and 401(a)(26) (minimum participation rules) of the Internal Revenue Code.
- (b) A Non-Bargained, Highly Compensated Employee shall not receive any Pension Credit (although vesting credit may be earned) for any Plan Year in which the Employer fails to meet the requirements of Sections 410(b) and 401(a)(26) of the Internal Revenue Code with respect to coverage and participation of Non-Bargained Employees. Section 401(a)(26) applies during any Plan Year in which there are less than 50 Plan B Participants, including Plan B Participants covered by a Collective Bargaining Agreement.

APPENDIX B-1
PERCENT TO BE APPLIED TO EMPLOYEE'S PLAN B PENSION
CALCULATED ON THE SINGLE LIFE FORM OF PAYMENT
TO PROVIDE JOINT AND CONTINGENT PAYMENTS

Age of Spouse in Relation to Employee (To Nearest Year)	Joint and 100% Survivor	Joint and 50% Survivor
20 Years Younger	68.3%	90.0%
19 Years Younger	68.6	90.2
18 Years Younger	69.0	90.4
17 Years Younger	69.4	90.6
16 Years Younger	69.8	90.8
15 Years Younger	70.2	91.0
14 Years Younger	70.6	91.2
13 Years Younger	71.1	91.4
12 Years Younger	71.6	91.6
11 Years Younger	72.1	91.8
10 Years Younger	72.6	92.0
9 Years Younger	73.1	92.2
8 Years Younger	73.7	92.4
7 Years Younger	74.3	92.6
6 Years Younger	74.9	92.8
5 Years Younger	75.5	93.0
4 Years Younger	76.1	93.2
3 Years Younger	76.8	93.4
2 Years Younger	77.4	93.6
1 Year Younger	78.1	93.8
Same Age	78.8	94.0
1 Year Older	79.5	94.2
2 Years Older	80.3	94.4
3 Years Older	81.0	94.6
4 Years Older	81.8	94.8
5 Years Older	82.5	95.0
6 Years Older	83.3	95.2
7 Years Older	84.1	95.4
8 Years Older	84.9	95.6
9 Years Older	85.6	95.8
10 Years Older	86.4	96.0

APPENDIX B-2
REDUCTION FACTORS EFFECTIVE OCTOBER 1, 2008

Nearest Age of Spouse	Nearest Age of Participant											
	50			51			52			53		
	50%	75%	100%	50%	75%	100%	50%	75%	100%	50%	75%	100%
30	.8981	.8546	.8150	.8910	.8450	.8035	.8836	.8351	.7915	.8758	.8246	.7791
31	.9000	.8571	.8181	.8930	.8476	.8066	.8856	.8377	.7947	.8778	.8272	.7822
32	.9019	.8598	.8214	.8949	.8503	.8099	.8876	.8404	.7979	.8798	.8300	.7854
33	.9039	.8625	.8247	.8970	.8531	.8132	.8897	.8432	.8013	.8819	.8328	.7888
34	.9060	.8653	.8282	.8991	.8559	.8167	.8918	.8461	.8048	.8841	.8357	.7923
35	.9081	.8683	.8318	.9013	.8589	.8203	.8941	.8491	.8084	.8864	.8388	.7960
36	.9103	.8713	.8354	.9035	.8620	.8240	.8964	.8522	.8122	.8887	.8419	.7998
37	.9126	.8744	.8392	.9058	.8651	.8279	.8987	.8554	.8161	.8912	.8452	.8037
38	.9149	.8776	.8432	.9082	.8684	.8319	.9012	.8587	.8201	.8937	.8485	.8078
39	.9173	.8808	.8472	.9107	.8717	.8360	.9037	.8621	.8243	.8962	.8520	.8120
40	.9197	.8842	.8513	.9132	.8752	.8402	.9062	.8657	.8285	.8989	.8556	.8163
41	.9222	.8876	.8556	.9157	.8787	.8445	.9089	.8693	.8330	.9016	.8593	.8208
42	.9247	.8911	.8599	.9183	.8823	.8489	.9115	.8729	.8375	.9043	.8631	.8254
43	.9272	.8946	.8643	.9209	.8859	.8535	.9143	.8767	.8421	.9072	.8669	.8301
44	.9298	.8982	.8688	.9236	.8896	.8581	.9171	.8806	.8468	.9101	.8709	.8350
45	.9324	.9019	.8733	.9263	.8934	.8628	.9199	.8845	.8517	.9130	.8749	.8399
46	.9350	.9056	.8779	.9291	.8973	.8676	.9228	.8885	.8566	.9160	.8790	.8450
47	.9376	.9093	.8826	.9319	.9011	.8724	.9257	.8925	.8616	.9190	.8832	.8501
48	.9403	.9130	.8873	.9346	.9051	.8773	.9286	.8966	.8667	.9221	.8875	.8554
49	.9429	.9168	.8920	.9374	.9090	.8822	.9315	.9007	.8718	.9251	.8918	.8607
50	.9456	.9205	.8968	.9402	.9129	.8872	.9345	.9048	.8770	.9282	.8961	.8661
51	.9482	.9242	.9015	.9430	.9169	.8922	.9374	.9090	.8822	.9314	.9005	.8715
52	.9508	.9280	.9062	.9458	.9208	.8971	.9404	.9131	.8874	.9345	.9048	.8770
53	.9534	.9316	.9109	.9485	.9247	.9021	.9433	.9173	.8927	.9376	.9092	.8825
54	.9559	.9353	.9155	.9512	.9286	.9070	.9462	.9214	.8979	.9407	.9136	.8880
55	.9584	.9388	.9201	.9539	.9324	.9119	.9491	.9255	.9030	.9437	.9179	.8935
56	.9608	.9423	.9246	.9565	.9362	.9167	.9519	.9295	.9082	.9468	.9222	.8989
57	.9632	.9457	.9289	.9591	.9399	.9214	.9546	.9335	.9132	.9497	.9264	.9043
58	.9655	.9491	.9332	.9616	.9434	.9260	.9573	.9373	.9181	.9526	.9306	.9096
59	.9677	.9523	.9374	.9640	.9470	.9305	.9600	.9411	.9230	.9555	.9347	.9148
60	.9698	.9554	.9414	.9663	.9503	.9349	.9625	.9448	.9277	.9583	.9387	.9199
61	.9719	.9584	.9453	.9686	.9536	.9391	.9650	.9484	.9323	.9609	.9425	.9248

**Nearest
Age of
Spouse**

Nearest Age of Participant

	50			51			52			53		
	50%	75%	100%	50%	75%	100%	50%	75%	100%	50%	75%	100%
62	.9739	.9613	.9491	.9708	.9568	.9432	.9673	.9518	.9368	.9635	.9463	.9296
63	.9758	.9641	.9527	.9728	.9598	.9471	.9696	.9551	.9410	.9660	.9499	.9343
64	.9776	.9667	.9561	.9748	.9627	.9509	.9718	.9583	.9452	.9684	.9534	.9388
65	.9793	.9692	.9594	.9767	.9655	.9545	.9739	.9613	.9491	.9707	.9567	.9431
66	.9809	.9716	.9625	.9785	.9681	.9579	.9759	.9642	.9529	.9729	.9599	.9472
67	.9824	.9739	.9654	.9802	.9706	.9612	.9777	.9670	.9565	.9750	.9629	.9512
68	.9839	.9760	.9682	.9818	.9730	.9643	.9795	.9696	.9599	.9769	.9658	.9549
69	.9852	.9780	.9709	.9833	.9752	.9672	.9812	.9721	.9631	.9788	.9686	.9585

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Nearest Age of Spouse	Nearest Age of Participant											
	54			55			56			57		
	50%	75%	100%	50%	75%	100%	50%	75%	100%	50%	75%	100%
34	.8760	.8248	.7793	.8673	.8134	.7658	.8583	.8015	.7517	.8488	.7891	.7373
35	.8783	.8279	.7830	.8697	.8165	.7694	.8606	.8046	.7554	.8512	.7922	.7409
36	.8807	.8311	.7868	.8721	.8197	.7732	.8631	.8078	.7592	.8537	.7955	.7447
37	.8831	.8344	.7907	.8746	.8230	.7772	.8657	.8112	.7631	.8563	.7988	.7487
38	.8857	.8378	.7948	.8772	.8265	.7813	.8683	.8147	.7672	.8589	.8024	.7528
39	.8883	.8413	.7991	.8799	.8301	.7856	.8710	.8183	.7715	.8617	.8060	.7571
40	.8910	.8450	.8035	.8827	.8338	.7900	.8739	.8220	.7760	.8646	.8098	.7615
41	.8938	.8487	.8080	.8855	.8376	.7946	.8768	.8259	.7806	.8676	.8137	.7661
42	.8966	.8526	.8127	.8884	.8415	.7993	.8798	.8299	.7853	.8707	.8178	.7709
43	.8996	.8565	.8175	.8914	.8456	.8042	.8829	.8340	.7903	.8738	.8220	.7759
44	.9025	.8606	.8224	.8945	.8497	.8092	.8860	.8382	.7954	.8771	.8263	.7810
45	.9056	.8648	.8275	.8977	.8540	.8143	.8893	.8426	.8006	.8804	.8307	.7863
46	.9087	.8690	.8327	.9009	.8583	.8196	.8926	.8471	.8060	.8838	.8353	.7918
47	.9118	.8733	.8380	.9041	.8628	.8251	.8960	.8517	.8115	.8873	.8400	.7974
48	.9150	.8777	.8434	.9075	.8673	.8306	.8994	.8563	.8172	.8909	.8448	.8032
49	.9183	.8822	.8489	.9108	.8720	.8363	.9029	.8611	.8230	.8945	.8497	.8092
50	.9215	.8867	.8545	.9143	.8767	.8421	.9065	.8660	.8290	.8982	.8547	.8153
51	.9248	.8913	.8601	.9177	.8814	.8479	.9101	.8709	.8350	.9020	.8599	.8215
52	.9281	.8959	.8658	.9212	.8862	.8538	.9137	.8759	.8411	.9058	.8650	.8278
53	.9314	.9005	.8716	.9246	.8911	.8598	.9174	.8810	.8474	.9096	.8703	.8342
54	.9347	.9051	.8773	.9281	.8959	.8659	.9210	.8861	.8537	.9135	.8756	.8408
55	.9379	.9097	.8831	.9316	.9008	.8719	.9247	.8912	.8600	.9174	.8810	.8474
56	.9412	.9143	.8888	.9350	.9056	.8780	.9284	.8963	.8663	.9213	.8864	.8540
57	.9443	.9188	.8945	.9384	.9104	.8840	.9320	.9014	.8727	.9251	.8917	.8607
58	.9475	.9232	.9002	.9418	.9152	.8900	.9356	.9064	.8790	.9289	.8971	.8673
59	.9505	.9276	.9057	.9451	.9198	.8959	.9392	.9114	.8853	.9327	.9024	.8740
60	.9535	.9319	.9112	.9483	.9245	.9017	.9426	.9164	.8915	.9365	.9076	.8805
61	.9565	.9361	.9166	.9515	.9290	.9075	.9461	.9212	.8976	.9401	.9128	.8871
62	.9593	.9401	.9218	.9546	.9334	.9131	.9494	.9259	.9036	.9437	.9179	.8935
63	.9620	.9441	.9268	.9575	.9376	.9185	.9526	.9306	.9095	.9472	.9229	.8997
64	.9646	.9479	.9317	.9604	.9417	.9238	.9557	.9350	.9152	.9506	.9277	.9059
65	.9671	.9515	.9364	.9632	.9457	.9289	.9587	.9394	.9207	.9539	.9324	.9119

**Nearest
Age of
Spouse**

Nearest Age of Participant

	54			55			56			57		
	50%	75%	100%	50%	75%	100%	50%	75%	100%	50%	75%	100%
66	.9696	.9550	.9409	.9658	.9496	.9339	.9616	.9435	.9261	.9571	.9370	.9177
67	.9718	.9584	.9452	.9683	.9532	.9386	.9644	.9476	.9313	.9601	.9413	.9233
68	.9740	.9615	.9494	.9707	.9567	.9431	.9671	.9514	.9362	.9630	.9456	.9287
69	.9761	.9646	.9533	.9730	.9601	.9475	.9696	.9551	.9410	.9658	.9496	.9339
70	.9781	.9675	.9571	.9752	.9633	.9516	.9720	.9586	.9456	.9685	.9535	.9389
71	.9799	.9702	.9606	.9773	.9663	.9556	.9743	.9620	.9499	.9710	.9572	.9437
72	.9816	.9727	.9640	.9792	.9691	.9593	.9765	.9651	.9540	.9734	.9607	.9482
73	.9833	.9751	.9671	.9810	.9718	.9628	.9785	.9681	.9579	.9757	.9640	.9525
74	.9848	.9774	.9700	.9827	.9743	.9660	.9804	.9709	.9615	.9778	.9671	.9566

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Nearest Age of Spouse	Nearest Age of Participant											
	58			59			60			61		
	50%	75%	100%	50%	75%	100%	50%	75%	100%	50%	75%	100%
38	.8491	.7895	.7378	.8387	.7762	.7223	.8279	.7623	.7063	.8165	.7479	.6899
39	.8519	.7932	.7420	.8416	.7798	.7265	.8308	.7660	.7105	.8194	.7516	.6941
40	.8549	.7970	.7465	.8446	.7837	.7310	.8338	.7698	.7149	.8225	.7554	.6985
41	.8579	.8010	.7511	.8477	.7877	.7356	.8369	.7738	.7196	.8256	.7594	.7031
42	.8610	.8051	.7559	.8508	.7918	.7404	.8402	.7780	.7244	.8289	.7636	.7078
43	.8642	.8093	.7609	.8541	.7961	.7454	.8435	.7823	.7294	.8323	.7680	.7128
44	.8676	.8137	.7661	.8575	.8005	.7506	.8470	.7868	.7346	.8359	.7725	.7180
45	.8710	.8182	.7715	.8610	.8051	.7560	.8506	.7914	.7400	.8395	.7772	.7234
46	.8745	.8229	.7770	.8647	.8098	.7616	.8542	.7962	.7456	.8433	.7820	.7290
47	.8781	.8277	.7827	.8684	.8147	.7673	.8580	.8012	.7514	.8472	.7870	.7349
48	.8818	.8326	.7886	.8722	.8198	.7733	.8619	.8063	.7574	.8512	.7922	.7409
49	.8856	.8376	.7946	.8761	.8249	.7794	.8660	.8116	.7636	.8553	.7976	.7472
50	.8894	.8428	.8009	.8800	.8302	.7858	.8701	.8170	.7700	.8595	.8031	.7537
51	.8933	.8481	.8072	.8841	.8357	.7923	.8743	.8226	.7766	.8639	.8088	.7604
52	.8973	.8535	.8137	.8882	.8412	.7989	.8786	.8283	.7834	.8683	.8147	.7673
53	.9013	.8589	.8204	.8924	.8469	.8057	.8829	.8341	.7904	.8728	.8206	.7743
54	.9054	.8645	.8271	.8967	.8526	.8127	.8873	.8400	.7975	.8774	.8268	.7816
55	.9095	.8701	.8339	.9009	.8584	.8197	.8918	.8461	.8048	.8821	.8330	.7891
56	.9135	.8757	.8409	.9052	.8643	.8269	.8963	.8522	.8121	.8868	.8393	.7967
57	.9176	.8813	.8478	.9096	.8702	.8341	.9009	.8583	.8196	.8916	.8457	.8044
58	.9217	.8870	.8548	.9139	.8761	.8414	.9054	.8646	.8272	.8964	.8522	.8122
59	.9257	.8926	.8618	.9182	.8821	.8487	.9100	.8708	.8348	.9012	.8587	.8201
60	.9297	.8982	.8687	.9224	.8880	.8560	.9145	.8770	.8425	.9060	.8653	.8281
61	.9337	.9037	.8756	.9266	.8939	.8633	.9190	.8832	.8501	.9107	.8718	.8361
62	.9375	.9092	.8824	.9308	.8996	.8705	.9234	.8894	.8577	.9155	.8783	.8441
63	.9413	.9145	.8891	.9348	.9054	.8777	.9278	.8954	.8653	.9201	.8848	.8520
64	.9450	.9197	.8957	.9388	.9109	.8847	.9320	.9014	.8727	.9247	.8911	.8599
65	.9486	.9248	.9021	.9427	.9164	.8916	.9362	.9073	.8801	.9292	.8974	.8677
66	.9520	.9297	.9084	.9464	.9217	.8983	.9403	.9130	.8873	.9336	.9036	.8754
67	.9553	.9345	.9145	.9501	.9269	.9049	.9442	.9186	.8943	.9378	.9096	.8830
68	.9585	.9391	.9204	.9536	.9319	.9112	.9480	.9240	.9012	.9420	.9154	.8903
69	.9616	.9435	.9261	.9569	.9368	.9174	.9517	.9293	.9079	.9460	.9211	.8975

**Nearest
Age of
Spouse**

	Nearest Age of Participant											
	58			59			60			61		
	50%	75%	100%	50%	75%	100%	50%	75%	100%	50%	75%	100%
70	.9646	.9478	.9315	.9602	.9414	.9234	.9553	.9344	.9144	.9499	.9267	.9046
71	.9674	.9518	.9368	.9632	.9459	.9291	.9587	.9393	.9206	.9536	.9320	.9113
72	.9700	.9557	.9418	.9662	.9501	.9346	.9619	.9439	.9266	.9572	.9371	.9179
73	.9725	.9593	.9465	.9690	.9541	.9398	.9650	.9484	.9323	.9606	.9420	.9241
74	.9749	.9628	.9510	.9716	.9580	.9447	.9679	.9526	.9378	.9638	.9466	.9301
75	.9771	.9660	.9552	.9741	.9616	.9494	.9706	.9566	.9430	.9668	.9511	.9358
76	.9792	.9691	.9592	.9764	.9650	.9538	.9732	.9604	.9479	.9697	.9552	.9412
77	.9811	.9719	.9629	.9786	.9682	.9580	.9757	.9639	.9525	.9724	.9592	.9463
78	.9829	.9746	.9664	.9806	.9712	.9619	.9779	.9673	.9568	.9750	.9629	.9511

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Nearest Age of Spouse	Nearest Age of Participant											
	62			63			64			65		
	50%	75%	100%	50%	75%	100%	50%	75%	100%	50%	75%	100%
42	.8172	.7488	.6909	.8050	.7335	.6736	.7923	.7178	.6560	.7791	.7016	.6381
43	.8207	.7531	.6959	.8085	.7378	.6785	.7958	.7221	.6609	.7827	.7059	.6429
44	.8242	.7577	.7010	.8121	.7424	.6837	.7995	.7267	.6660	.7864	.7105	.6479
45	.8280	.7624	.7064	.8159	.7471	.6890	.8033	.7314	.6713	.7902	.7152	.6532
46	.8318	.7673	.7120	.8198	.7520	.6946	.8073	.7363	.6768	.7942	.7201	.6587
47	.8358	.7723	.7179	.8238	.7571	.7004	.8114	.7415	.6826	.7984	.7253	.6644
48	.8399	.7776	.7239	.8280	.7624	.7065	.8156	.7468	.6887	.8027	.7306	.6705
49	.8441	.7830	.7302	.8323	.7679	.7128	.8200	.7524	.6950	.8072	.7362	.6767
50	.8484	.7887	.7368	.8368	.7736	.7194	.8246	.7581	.7015	.8118	.7420	.6833
51	.8529	.7945	.7435	.8414	.7795	.7262	.8293	.7641	.7084	.8166	.7480	.6901
52	.8575	.8004	.7505	.8461	.7856	.7332	.8341	.7702	.7154	.8216	.7543	.6972
53	.8621	.8065	.7577	.8509	.7918	.7405	.8391	.7766	.7228	.8266	.7607	.7045
54	.8669	.8128	.7651	.8558	.7983	.7480	.8442	.7831	.7303	.8319	.7674	.7121
55	.8718	.8192	.7727	.8608	.8049	.7557	.8494	.7899	.7382	.8372	.7742	.7200
56	.8767	.8258	.7805	.8660	.8116	.7636	.8547	.7968	.7462	.8427	.7813	.7282
57	.8817	.8324	.7884	.8712	.8184	.7717	.8601	.8038	.7545	.8483	.7885	.7366
58	.8867	.8392	.7965	.8764	.8254	.7800	.8655	.8110	.7629	.8540	.7959	.7452
59	.8917	.8460	.8046	.8817	.8325	.7884	.8711	.8183	.7716	.8597	.8034	.7540
60	.8968	.8528	.8129	.8870	.8396	.7970	.8766	.8257	.7803	.8656	.8110	.7630
61	.9018	.8597	.8212	.8923	.8468	.8056	.8822	.8332	.7893	.8714	.8188	.7721
62	.9069	.8665	.8296	.8976	.8539	.8143	.8878	.8407	.7983	.8773	.8266	.7814
63	.9118	.8733	.8379	.9029	.8611	.8230	.8934	.8482	.8073	.8832	.8344	.7908
64	.9167	.8801	.8462	.9081	.8682	.8317	.8989	.8557	.8164	.8890	.8423	.8002
65	.9215	.8867	.8545	.9133	.8753	.8404	.9044	.8631	.8255	.8948	.8501	.8097
66	.9263	.8933	.8626	.9183	.8823	.8490	.9098	.8705	.8345	.9006	.8579	.8191
67	.9309	.8998	.8707	.9233	.8892	.8575	.9151	.8779	.8435	.9063	.8657	.8286
68	.9354	.9061	.8786	.9281	.8960	.8659	.9203	.8851	.8524	.9119	.8734	.8380
69	.9397	.9122	.8863	.9329	.9026	.8742	.9254	.8922	.8612	.9174	.8810	.8473
70	.9440	.9182	.8939	.9375	.9091	.8823	.9304	.8991	.8699	.9227	.8884	.8565
71	.9480	.9240	.9012	.9419	.9153	.8902	.9352	.9059	.8784	.9279	.8957	.8656
72	.9519	.9296	.9083	.9462	.9214	.8979	.9399	.9125	.8866	.9330	.9028	.8744
73	.9557	.9349	.9151	.9503	.9272	.9053	.9444	.9188	.8946	.9379	.9096	.8830
74	.9592	.9400	.9216	.9542	.9328	.9124	.9487	.9249	.9023	.9426	.9163	.8914

**Nearest
Age of
Spouse**

Nearest Age of Participant

	62			63			64			65		
	50%	75%	100%	50%	75%	100%	50%	75%	100%	50%	75%	100%
75	.9626	.9449	.9279	.9579	.9382	.9192	.9528	.9308	.9098	.9471	.9226	.8994
76	.9658	.9495	.9338	.9614	.9432	.9257	.9566	.9363	.9169	.9513	.9287	.9072
77	.9688	.9539	.9395	.9648	.9481	.9319	.9603	.9417	.9237	.9554	.9346	.9146
78	.9716	.9580	.9448	.9679	.9526	.9378	.9638	.9467	.9302	.9593	.9401	.9218
79	.9743	.9619	.9498	.9709	.9569	.9434	.9671	.9515	.9363	.9629	.9454	.9285
80	.9767	.9655	.9545	.9736	.9610	.9486	.9702	.9559	.9421	.9663	.9504	.9349
81	.9790	.9689	.9589	.9762	.9647	.9535	.9731	.9601	.9475	.9695	.9550	.9409
82	.9811	.9720	.9630	.9786	.9682	.9580	.9757	.9640	.9526	.9725	.9593	.9465

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**Nearest
Age of
Spouse**

Nearest Age of Participant

	66			67			68			69		
	50%	75%	100%	50%	75%	100%	50%	75%	100%	50%	75%	100%
46	.7807	.7035	.6402	.7666	.6865	.6215	.7520	.6690	.6025	.7367	.6510	.5832
47	.7849	.7086	.6459	.7708	.6916	.6271	.7562	.6741	.6080	.7410	.6561	.5886
48	.7893	.7140	.6519	.7753	.6970	.6330	.7607	.6794	.6138	.7455	.6614	.5943
49	.7938	.7196	.6581	.7799	.7026	.6392	.7654	.6850	.6199	.7502	.6669	.6003
50	.7985	.7254	.6646	.7847	.7084	.6456	.7702	.6908	.6263	.7551	.6727	.6066
51	.8034	.7315	.6714	.7896	.7145	.6524	.7752	.6969	.6330	.7602	.6788	.6132
52	.8084	.7378	.6785	.7948	.7208	.6594	.7804	.7032	.6399	.7655	.6851	.6201
53	.8136	.7443	.6858	.8001	.7274	.6668	.7858	.7098	.6472	.7710	.6917	.6273
54	.8190	.7510	.6935	.8055	.7342	.6744	.7914	.7167	.6549	.7766	.6986	.6349
55	.8245	.7580	.7014	.8112	.7412	.6823	.7972	.7238	.6628	.7825	.7058	.6427
56	.8301	.7652	.7096	.8170	.7485	.6906	.8031	.7312	.6710	.7886	.7132	.6510
57	.8359	.7725	.7181	.8229	.7560	.6991	.8092	.7388	.6796	.7948	.7209	.6595
58	.8418	.7801	.7268	.8290	.7637	.7079	.8155	.7466	.6884	.8012	.7288	.6684
59	.8478	.7878	.7358	.8352	.7716	.7170	.8218	.7546	.6976	.8078	.7369	.6775
60	.8538	.7957	.7449	.8414	.7796	.7263	.8283	.7629	.7070	.8145	.7453	.6870
61	.8599	.8037	.7543	.8478	.7879	.7358	.8349	.7713	.7166	.8213	.7539	.6968
62	.8661	.8117	.7638	.8542	.7962	.7455	.8416	.7799	.7265	.8282	.7627	.7068
63	.8723	.8199	.7735	.8607	.8046	.7554	.8483	.7886	.7366	.8352	.7716	.7170
64	.8784	.8281	.7832	.8672	.8131	.7655	.8551	.7974	.7469	.8423	.7807	.7275
65	.8846	.8363	.7930	.8736	.8217	.7756	.8619	.8062	.7573	.8494	.7899	.7382
66	.8907	.8445	.8029	.8801	.8303	.7858	.8687	.8152	.7679	.8565	.7992	.7490
67	.8967	.8527	.8128	.8865	.8389	.7961	.8755	.8242	.7785	.8636	.8085	.7600
68	.9027	.8608	.8226	.8928	.8474	.8064	.8822	.8332	.7893	.8707	.8179	.7711
69	.9086	.8689	.8325	.8991	.8560	.8168	.8889	.8421	.8000	.8778	.8273	.7823
70	.9144	.8768	.8422	.9053	.8644	.8270	.8955	.8511	.8108	.8849	.8367	.7935
71	.9200	.8846	.8518	.9114	.8727	.8372	.9020	.8599	.8215	.8918	.8460	.8047
72	.9255	.8922	.8613	.9173	.8809	.8472	.9084	.8686	.8321	.8986	.8553	.8159
73	.9308	.8996	.8705	.9230	.8888	.8571	.9146	.8771	.8426	.9053	.8644	.8270
74	.9359	.9068	.8795	.9286	.8966	.8667	.9206	.8854	.8529	.9118	.8733	.8379
75	.9408	.9137	.8882	.9339	.9041	.8761	.9264	.8935	.8629	.9181	.8820	.8486
76	.9455	.9204	.8966	.9391	.9113	.8852	.9320	.9014	.8727	.9242	.8904	.8591
77	.9500	.9268	.9047	.9440	.9183	.8940	.9374	.9089	.8822	.9301	.8986	.8693

**Nearest
Age of
Spouse**

Nearest Age of Participant

	66			67			68			69		
	50%	75%	100%	50%	75%	100%	50%	75%	100%	50%	75%	100%
78	.9542	.9329	.9125	.9487	.9250	.9024	.9425	.9162	.8913	.9357	.9066	.8792
79	.9583	.9387	.9199	.9532	.9313	.9105	.9474	.9232	.9001	.9411	.9142	.8887
80	.9621	.9442	.9269	.9574	.9374	.9182	.9521	.9298	.9086	.9462	.9214	.8979
81	.9656	.9493	.9335	.9613	.9430	.9255	.9564	.9361	.9165	.9510	.9283	.9066
82	.9689	.9541	.9397	.9650	.9484	.9323	.9605	.9419	.9241	.9555	.9348	.9149
83	.9720	.9586	.9455	.9684	.9533	.9387	.9643	.9474	.9311	.9598	.9408	.9226
84	.9748	.9627	.9508	.9715	.9579	.9446	.9678	.9525	.9377	.9637	.9465	.9299
85	.9774	.9664	.9557	.9744	.9621	.9501	.9710	.9572	.9437	.9673	.9517	.9366
86	.9797	.9698	.9602	.9770	.9659	.9550	.9740	.9614	.9492	.9705	.9564	.9427

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**Nearest
Age of
Spouse**

Nearest Age of Participant

	70			71			72			73		
	50%	75%	100%	50%	75%	100%	50%	75%	100%	50%	75%	100%
50	.7394	.6541	.5865	.7231	.6351	.5662	.7061	.6156	.5457	.6885	.5957	.5250
51	.7445	.6602	.5930	.7282	.6411	.5726	.7113	.6216	.5519	.6937	.6016	.5310
52	.7498	.6665	.5998	.7336	.6474	.5793	.7167	.6278	.5585	.6991	.6077	.5374
53	.7554	.6731	.6069	.7392	.6540	.5863	.7223	.6343	.5654	.7048	.6142	.5442
54	.7611	.6799	.6144	.7450	.6608	.5937	.7282	.6411	.5726	.7107	.6209	.5513
55	.7671	.6871	.6222	.7511	.6680	.6014	.7344	.6482	.5802	.7169	.6280	.5587
56	.7733	.6946	.6304	.7574	.6754	.6095	.7407	.6557	.5882	.7233	.6354	.5665
57	.7797	.7023	.6389	.7638	.6832	.6179	.7473	.6634	.5965	.7300	.6431	.5747
58	.7862	.7103	.6477	.7705	.6912	.6267	.7540	.6715	.6052	.7368	.6511	.5833
59	.7929	.7185	.6569	.7774	.6995	.6358	.7610	.6798	.6143	.7439	.6595	.5923
60	.7998	.7270	.6664	.7844	.7081	.6453	.7682	.6885	.6237	.7513	.6682	.6016
61	.8068	.7358	.6762	.7917	.7170	.6552	.7756	.6974	.6335	.7588	.6771	.6113
62	.8140	.7447	.6863	.7990	.7260	.6653	.7832	.7066	.6436	.7665	.6864	.6214
63	.8212	.7538	.6967	.8065	.7353	.6757	.7909	.7160	.6541	.7744	.6959	.6319
64	.8286	.7631	.7073	.8141	.7448	.6864	.7987	.7257	.6649	.7824	.7057	.6426
65	.8360	.7726	.7181	.8218	.7545	.6974	.8066	.7355	.6760	.7906	.7157	.6538
66	.8434	.7822	.7292	.8295	.7644	.7087	.8147	.7456	.6873	.7990	.7260	.6652
67	.8509	.7918	.7405	.8373	.7743	.7202	.8228	.7559	.6990	.8074	.7365	.6770
68	.8584	.8016	.7519	.8452	.7845	.7319	.8310	.7663	.7109	.8159	.7472	.6891
69	.8659	.8114	.7635	.8531	.7947	.7438	.8393	.7769	.7231	.8245	.7580	.7015
70	.8733	.8213	.7751	.8609	.8050	.7558	.8476	.7876	.7355	.8332	.7691	.7141
71	.8807	.8311	.7868	.8688	.8153	.7680	.8558	.7983	.7480	.8419	.7802	.7270
72	.8880	.8409	.7985	.8765	.8255	.7802	.8640	.8090	.7606	.8506	.7914	.7400
73	.8951	.8505	.8102	.8841	.8357	.7923	.8721	.8197	.7733	.8592	.8026	.7531
74	.9021	.8600	.8217	.8916	.8458	.8044	.8801	.8304	.7860	.8677	.8138	.7663
75	.9089	.8693	.8331	.8990	.8557	.8164	.8880	.8409	.7986	.8761	.8249	.7795
76	.9155	.8784	.8442	.9061	.8655	.8283	.8957	.8513	.8111	.8843	.8360	.7926
77	.9219	.8873	.8552	.9130	.8750	.8400	.9032	.8615	.8235	.8924	.8468	.8057
78	.9281	.8959	.8658	.9197	.8842	.8514	.9105	.8715	.8357	.9002	.8575	.8186
79	.9340	.9042	.8762	.9262	.8932	.8625	.9175	.8811	.8476	.9079	.8679	.8313
80	.9396	.9121	.8861	.9323	.9018	.8733	.9242	.8905	.8591	.9152	.8780	.8437
81	.9449	.9196	.8956	.9382	.9101	.8836	.9306	.8995	.8703	.9222	.8877	.8557

**Nearest
Age of
Spouse**

Nearest Age of Participant

	70			71			72			73		
	50%	75%	100%	50%	75%	100%	50%	75%	100%	50%	75%	100%
82	.9499	.9267	.9046	.9437	.9179	.8934	.9367	.9080	.8810	.9289	.8970	.8673
83	.9546	.9334	.9132	.9489	.9253	.9028	.9425	.9161	.8912	.9352	.9059	.8783
84	.9590	.9397	.9212	.9537	.9322	.9115	.9478	.9237	.9008	.9411	.9142	.8888
85	.9630	.9455	.9286	.9582	.9385	.9197	.9527	.9308	.9098	.9466	.9220	.8987
86	.9666	.9508	.9354	.9623	.9444	.9273	.9573	.9373	.9181	.9517	.9292	.9078
87	.9699	.9556	.9416	.9660	.9498	.9342	.9614	.9432	.9257	.9563	.9358	.9163
88	.9729	.9599	.9472	.9693	.9546	.9404	.9652	.9486	.9327	.9605	.9418	.9239
89	.9755	.9637	.9522	.9722	.9589	.9460	.9685	.9534	.9389	.9642	.9472	.9308
90	.9779	.9671	.9567	.9749	.9627	.9509	.9714	.9577	.9444	.9675	.9520	.9370

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Nearest Age of Spouse	Nearest Age of Participant											
	74			75			76			77		
	50%	75%	100%	50%	75%	100%	50%	75%	100%	50%	75%	100%
54	.6926	.6003	.5297	.6739	.5794	.5082	.6546	.5582	.4866	.6349	.5369	.4651
55	.6988	.6073	.5370	.6801	.5863	.5153	.6608	.5650	.4935	.6411	.5435	.4717
56	.7053	.6147	.5447	.6866	.5936	.5227	.6673	.5722	.5008	.6475	.5505	.4788
57	.7120	.6223	.5527	.6933	.6011	.5306	.6741	.5796	.5084	.6543	.5579	.4862
58	.7189	.6303	.5612	.7003	.6091	.5388	.6811	.5875	.5165	.6614	.5656	.4940
59	.7261	.6386	.5700	.7076	.6173	.5475	.6884	.5957	.5249	.6687	.5737	.5023
60	.7335	.6473	.5792	.7151	.6259	.5566	.6960	.6042	.5338	.6763	.5821	.5109
61	.7412	.6563	.5888	.7229	.6349	.5660	.7039	.6131	.5431	.6842	.5909	.5200
62	.7491	.6656	.5988	.7309	.6442	.5759	.7120	.6223	.5528	.6924	.6001	.5295
63	.7571	.6751	.6092	.7391	.6538	.5861	.7203	.6319	.5629	.7008	.6096	.5394
64	.7654	.6850	.6199	.7475	.6637	.5968	.7288	.6418	.5734	.7094	.6195	.5497
65	.7738	.6951	.6310	.7561	.6739	.6078	.7376	.6521	.5843	.7184	.6297	.5605
66	.7823	.7056	.6425	.7649	.6844	.6193	.7466	.6626	.5956	.7275	.6403	.5717
67	.7910	.7162	.6543	.7738	.6952	.6311	.7558	.6735	.6074	.7369	.6512	.5834
68	.7999	.7271	.6665	.7829	.7063	.6433	.7651	.6847	.6196	.7465	.6625	.5955
69	.8089	.7383	.6791	.7922	.7177	.6559	.7747	.6963	.6323	.7563	.6741	.6081
70	.8179	.7497	.6919	.8016	.7293	.6690	.7844	.7081	.6453	.7663	.6861	.6212
71	.8270	.7611	.7050	.8111	.7411	.6822	.7943	.7202	.6587	.7765	.6984	.6346
72	.8361	.7728	.7183	.8206	.7531	.6958	.8042	.7325	.6725	.7868	.7110	.6485
73	.8452	.7844	.7318	.8302	.7652	.7096	.8142	.7449	.6866	.7971	.7237	.6627
74	.8542	.7961	.7455	.8397	.7773	.7236	.8241	.7575	.7009	.8076	.7367	.6772
75	.8631	.8078	.7592	.8491	.7896	.7378	.8341	.7702	.7154	.8180	.7498	.6921
76	.8719	.8194	.7729	.8585	.8018	.7521	.8440	.7829	.7301	.8285	.7630	.7072
77	.8806	.8309	.7866	.8677	.8139	.7664	.8538	.7957	.7450	.8389	.7763	.7225
78	.8890	.8423	.8002	.8768	.8259	.7807	.8636	.8084	.7599	.8492	.7896	.7379
79	.8973	.8534	.8137	.8857	.8378	.7948	.8731	.8210	.7747	.8594	.8029	.7534
80	.9053	.8643	.8269	.8943	.8494	.8088	.8824	.8334	.7895	.8693	.8160	.7689
81	.9129	.8748	.8398	.9026	.8607	.8226	.8914	.8455	.8040	.8790	.8289	.7842
82	.9202	.8849	.8522	.9106	.8717	.8359	.9000	.8572	.8183	.8884	.8415	.7993
83	.9272	.8946	.8642	.9182	.8821	.8488	.9083	.8685	.8321	.8974	.8537	.8140
84	.9337	.9037	.8756	.9254	.8921	.8611	.9162	.8793	.8453	.9060	.8653	.8282
85	.9398	.9123	.8864	.9321	.9015	.8728	.9236	.8896	.8580	.9141	.8765	.8418

Nearest Age of Spouse	Nearest Age of Participant											
	74			75			76			77		
	50%	75%	100%	50%	75%	100%	50%	75%	100%	50%	75%	100%
86	.9454	.9202	.8964	.9383	.9102	.8838	.9304	.8991	.8699	.9216	.8869	.8547
87	.9505	.9276	.9057	.9440	.9183	.8940	.9367	.9080	.8810	.9286	.8966	.8668
88	.9552	.9342	.9142	.9492	.9257	.9033	.9425	.9162	.8912	.9350	.9056	.8779
89	.9593	.9402	.9218	.9538	.9323	.9118	.9477	.9235	.9006	.9408	.9137	.8881
90	.9630	.9455	.9287	.9580	.9383	.9193	.9523	.9301	.9089	.9459	.9210	.8974
91	.9663	.9503	.9347	.9616	.9435	.9261	.9564	.9360	.9164	.9505	.9275	.9056
92	.9691	.9544	.9401	.9648	.9482	.9320	.9600	.9411	.9230	.9545	.9332	.9129
93	.9716	.9580	.9448	.9676	.9522	.9373	.9631	.9457	.9288	.9580	.9383	.9194
94	.9738	.9612	.9489	.9701	.9558	.9419	.9659	.9496	.9340	.9611	.9427	.9251

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10 YEAR CERTAIN AND LIFE FACTORS

PROPORTION OF THE PENSION ON THE NORMAL FORM – LIFE ONLY – WHICH IS PAYABLE IF THE
EMPLOYEE ELECTS AN OPTION PROVIDING PAYMENTS FOR 10 YEAR CERTAIN AND LIFE THEREAFTER

ATTAINED AGE		COMPLETED MONTHS											
Male	Female	0	1	2	3	4	5	6	7	8	9	10	11
43	50	.9917	.9916	.9915	.9914	.9913	.9912	.9911	.9911	.9910	.9909	.9908	.9907
44	51	.9906	.9905	.9904	.9903	.9902	.9901	.9899	.9898	.9897	.9896	.9895	.9894
45	52	.9893	.9892	.9891	.9889	.9888	.9887	.9886	.9885	.9884	.9882	.9881	.9880
46	53	.9879	.9878	.9876	.9875	.9874	.9872	.9871	.9870	.9868	.9867	.9866	.9864
47	54	.9863	.9862	.9860	.9859	.9858	.9856	.9855	.9854	.9852	.9851	.9850	.9848
48	55	.9847	.9845	.9844	.9842	.9841	.9839	.9838	.9836	.9835	.9833	.9832	.9830
49	56	.9829	.9827	.9826	.9824	.9823	.9821	.9819	.9818	.9816	.9815	.9813	.9812
50	57	.9810	.9808	.9806	.9805	.9803	.9801	.9799	.9798	.9796	.9794	.9792	.9791
51	58	.9789	.9787	.9785	.9783	.9782	.9780	.9778	.9776	.9774	.9772	.9771	.9769
52	59	.9767	.9765	.9763	.9761	.9759	.9757	.9754	.9752	.9750	.9748	.9746	.9744
53	60	.9742	.9740	.9737	.9735	.9733	.9731	.9728	.9726	.9724	.9722	.9719	.9717
54	61	.9715	.9712	.9710	.9707	.9705	.9702	.9700	.9697	.9695	.9692	.9690	.9687
55	62	.9685	.9682	.9679	.9677	.9674	.9671	.9668	.9666	.9663	.9660	.9657	.9655
56	63	.9652	.9649	.9646	.9642	.9639	.9636	.9633	.9630	.9627	.9623	.9620	.9617
57	64	.9614	.9610	.9607	.9603	.9600	.9596	.9592	.9589	.9585	.9582	.9578	.9575
58	65	.9571	.9567	.9563	.9559	.9555	.9551	.9546	.9542	.9538	.9534	.9530	.9526
59	66	.9522	.9517	.9512	.9508	.9503	.9498	.9493	.9489	.9484	.9479	.9474	.9470
60	67	.9465	.9460	.9454	.9449	.9444	.9439	.9433	.9428	.9423	.9418	.9412	.9407
61	68	.9402	.9396	.9390	.9384	.9378	.9372	.9366	.9361	.9355	.9349	.9343	.9337
62	69	.9331	.9324	.9317	.9311	.9304	.9297	.9290	.9284	.9277	.9270	.9263	.9257
63	70	.9250	.9242	.9235	.9227	.9220	.9212	.9204	.9197	.9189	.9182	.9174	.9167
64	71	.9159	.9151	.9142	.9134	.9125	.9117	.9108	.9100	.9092	.9083	.9075	.9066
65	72	.9058	.9049	.9040	.9030	.9021	.9012	.9003	.8994	.8985	.8975	.8966	.8957
66	73	.8948	.8938	.8928	.8918	.8909	.8899	.8889	.8879	.8869	.8859	.8850	.8840
67	74	.8830	.8819	.8809	.8798	.8788	.8777	.8767	.8756	.8746	.8735	.8725	.8714
68	75	.8704	.8693	.8682	.8670	.8659	.8648	.8637	.8626	.8615	.8603	.8592	.8581
69	76	.8570	.8558	.8546	.8535	.8523	.8511	.8499	.8488	.8476	.8464	.8452	.8441
70	77	.8429	.8417	.8404	.8392	.8380	.8367	.8355	.8343	.8330	.8318	.8306	.8293

BASED ON THE 1976 PROJECTED EXPERIENCE TABLE, 7%, MONTHLY ANNUITY DUE

Appendix B-3
PERCENT TO BE APPLIED TO EMPLOYEE'S PENSION
CALCULATED ON THE LIFE ONLY FORM OF PAYMENT
TO PROVIDE A GUARANTEE OF PAYMENTS FOR A PERIOD CERTAIN

Age of Employee (To Nearest Year)	10 Year Certain
55	96.9%
56	96.5
57	96.1
58	95.7
59	95.2
60	94.7
61	94.0
62	93.3
63	92.5
64	91.6
65	90.6
66	89.5
67	88.3
68	87.0
69	85.7
70	84.3
71	82.8
72	81.3
73	79.6
74	77.9
75	76.0

Appendix B-4
LEVEL INCOME OPTION (SOCIAL SECURITY AT AGE 62)

Months	55	56	57	58	59	60	61
0	0.4946	0.5432	0.5975	0.6584	0.7269	0.8043	0.8919
1	0.4987	0.5477	0.6026	0.6641	0.7334	0.8116	0.9002
2	0.5027	0.5523	0.6077	0.6698	0.7398	0.8189	0.9085
3	0.5068	0.5568	0.6127	0.6755	0.7463	0.8262	0.9168
4	0.5108	0.5613	0.6178	0.6812	0.7527	0.8335	0.9251
5	0.5149	0.5658	0.6229	0.6869	0.7592	0.8408	0.9334
6	0.5189	0.5704	0.6280	0.6927	0.7656	0.8481	0.9417
7	0.5230	0.5749	0.6330	0.6984	0.7721	0.8554	0.9499
8	0.5270	0.5794	0.6381	0.7041	0.7785	0.8627	0.9582
9	0.5311	0.5839	0.6432	0.7098	0.7850	0.8700	0.9665
10	0.5351	0.5885	0.6483	0.7155	0.7914	0.8773	0.9748
11	0.5392	0.5930	0.6533	0.7212	0.7979	0.8446	0.9831

LEVEL INCOME OPTION (SOCIAL SECURITY AT AGE 65)

Months	55	56	57	58	59	60	61	62	63	64
0	0.3540	0.3887	0.4276	0.4712	0.5202	0.5756	0.6383	0.7095	0.7908	0.8838
1	0.3569	0.3919	0.4312	0.4753	0.5248	0.5808	0.6442	0.7163	0.7986	0.8927
2	0.3598	0.3952	0.4349	0.4794	0.5294	0.5861	0.6502	0.7231	0.8063	0.9016
3	0.3627	0.3984	0.4385	0.4835	0.5341	0.5913	0.6561	0.7298	0.8141	0.9106
4	0.3656	0.4017	0.4421	0.4875	0.5387	0.5965	0.6620	0.7366	0.8218	0.9195
5	0.3685	0.4049	0.4458	0.4916	0.5433	0.6017	0.6680	0.7434	0.8296	0.9284
6	0.3714	0.4082	0.4494	0.4957	0.5479	0.6070	0.6739	0.7502	0.8373	0.9373
7	0.3742	0.4114	0.4530	0.4998	0.5525	0.6122	0.6798	0.7569	0.8451	0.9462
8	0.3771	0.4146	0.4567	0.5039	0.5571	0.6174	0.6858	0.7637	0.8528	0.9551
9	0.3800	0.4179	0.4603	0.5080	0.5618	0.6226	0.6917	0.7705	0.8606	0.9641
10	0.3829	0.4211	0.4639	0.5120	0.5664	0.6279	0.6976	0.7773	0.8683	0.9730
11	0.3858	0.4244	0.4676	0.5161	0.5710	0.6331	0.7036	0.7840	0.8761	0.9819