

IUE-CWA Pension Plan

Effective January 1, 1958
Amended and Restated January 1, 2009

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IUE-CWA Pension Plan

The IUE-CWA Pension Plan (“the Plan”) was adopted by the Board of Trustees of the IUE-CWA Pension Fund pursuant to the authority granted it by the Agreement and Declaration of Trust.

The Plan, as set forth herein, constitutes an amendment and restatement of the Plan through January 1, 2009. The Plan is intended to meet the requirements of Section 401(a) of the Internal Revenue Code of 1986, as amended, and the Employee Retirement Income Security Act of 1974, as amended. The Plan has been amended to conform to the cumulative list of changes in plan-qualification requirements, including, without limitation, the Economic Growth and Tax Relief and Reconciliation Act of 2001; the Pension Funding Equity Act of 2004, the Pension Protection Act of 2006, and other applicable laws and regulations and to reflect certain administrative and conforming amendments.

The provisions of this Plan shall apply only to a Participant who completes an Hour of Service on or after January 1, 2009. The rights and benefits, if any, of any other Participant shall be determined in accordance with the provisions of the prior plan in effect on his Severance from Employment Date unless otherwise required by law or specifically noted otherwise in this Plan.

ARTICLE I
DEFINITIONS

Section 1.1 - Active Participant.

“Active Participant” means a Participant regularly employed by a Participating Employer in Covered Employment.

A Participant shall be deemed to be an Active Participant through the end of the month in which he last earns compensation from a Participating Employer and for which the Participating Employer is required to make contributions to the Pension Fund on the Participant’s behalf. For this purpose, compensation shall mean wages paid for the actual performance of duties, not including compensation attributable to hours for which no duties are performed (such as holidays, vacations, etc.) unless such hours immediately follow the date the Participant last earned compensation for the actual performance of duties.

Section 1.2 - Actuarial Equivalent.

“Actuarial Equivalent” shall mean a benefit of equal value when computed in accordance with the GA-71 unisex mortality table (without any set-back or set-forward) at seven percent (7%) interest per annum, where the unisex mortality table represents a blend of 70% of the GA-71 male mortality table plus 30% of the GA-71 female mortality table. Such factors and assumptions shall take into consideration the difference in Fund earnings and life expectancy when the benefits commence at a time other than the Normal Retirement Benefit commencement date and the value or removal of additional guarantees provided under an option being utilized.

For purposes of calculating lump sum payments,

- a) Effective on and after January 1, 2000, the mortality that is used is that prescribed by the Commissioner of the Internal Revenue Service in guidance published in the Internal Revenue Bulletin as that based on the standard table described in Section 807(d)(5)(A) of the Internal Revenue Code for determining reserves for group annuity contracts for the first full calendar month (December) preceding the first day of the Plan Year in which any calculation is effective. As of January 1, 2000 the standard table described about is a 50/50 blend of the 1983 Group Annuity Mortality Tables for males and females published in Revenue Ruling 95-6. Notwithstanding any Plan provisions to the contrary, with respect to distributions with Annuity Starting Dates on or after December 31, 2002, the applicable mortality table used for purposes of adjusting any benefit or limitation under Section 415(b)(2)(B), (C) or (D) of the Code and the applicable mortality table used for purposes of satisfying the requirements of Section 417(e) of the Code as set forth in this Section is the table prescribed in Rev. Rul. 2001-62. Effective January 1, 2008, the applicable mortality table shall mean the applicable table set forth in Section 417(e)(3) of the Code.
- b) The interest rate shall be the applicable interest rate which shall mean the annual interest on 30-year Treasury Securities for the second full month (November) preceding the first day of the Plan Year in which a distribution occurs, or such other rate as the Secretary may by regulations prescribe. In determining the amount of lump sum payable on and after January 1, 2000 but before January 1, 2002, the Actuarial Equivalent Value shall be determined using the mortality table and interest rate sets applicable to lump sum payments made before January 1, 2000 and on or after January 1, 2000, whichever produces the greater benefit payable to the Participant.

Effective January 1, 2008, the applicable interest rate shall mean the three segment rates derived from a corporate bond yield curve as set forth in Section 417(e)(3) of the Code.

Section 1.3 - Agreement and Declaration of Trust

“Agreement and Declaration of Trust” means the Agreement and Declaration of Trust establishing the IUE-CWA Pension Fund, as amended from time to time.

Section 1.4 - Annuity Starting Date

“Annuity Starting Date” means, unless the Plan expressly provides otherwise, the first day of the first period for which an amount is due as an annuity or any other form.

Section 1.5 - Applicable Effective Date

“Applicable Effective Date” means the date on which a Participating Employer, as herein defined, first becomes obligated to make Contributions to this Fund on behalf of Employees, in accordance with the provisions of a collective bargaining agreement, or Negotiated agreement entered into between the Participating Employer and the Trustees.

Section 1.6 - Beneficiary

“Beneficiary” means the person or persons designated by a Participant or former Participant either to receive the lump sum Death Benefit which may be payable at the Participant’s death pursuant to Article V, Section 5.6 of the Plan or to receive the remaining monthly payments which may be payable at the death of a Participant who had elected the Ten Year Certain Option form of benefit payment pursuant to Article VI, Section 6.2(d) of the Plan

A Participant or former Participant shall have the right to name a Beneficiary or to change his Beneficiary at any time by filing a written designation of Beneficiary with the Pension Fund. The designation of a Beneficiary shall be valid only upon receipt by the Pension Fund of such written designation.

In the event a Participant or former Participant fails to make a valid designation of Beneficiary or the designated Beneficiary predeceases the Participant, the Trustees shall pay the Death Benefit, if any, as follows:

- a) to the Participant’s Spouse; or
- b) if there is no surviving Spouse, to the Participant’s children, per capita; or
- c) if there are no surviving children, to the Participant’s parents; or
- d) if there are no surviving parents, to the personal representative of the deceased Participant.

If any Beneficiary is an infant, the Death Benefit due such Beneficiary shall be paid to a duly appointed trustee.

Section 1.7 - Benefit-Contribution Multiplier

“Benefit-Contribution Multiplier” means the factor determined periodically by the Trustees for the purposes of establishing the amount of monthly benefit per year of Credited Service (or per year of Future Service Credit, if applicable), or the additional amount of monthly benefit per year of Credited Service (or

per year of Future Service Credit, if applicable), to be provided by the Plan with respect to each one cent (1¢) per hour of Employer Contribution negotiated. The Benefit-Contribution Multiplier applicable to any additional cents per hour negotiated shall be the Benefit-Contribution Multiplier in effect on the day following the expiration of the prior contract or the contract effective date for a new employer.

Section 1.8 - Break in Service

“Break in Service” means the failure of a Participant to earn minimum service credits in a Plan Year, as defined in Article III, Section 3.4, for the purpose of maintaining Plan participation and/or benefit accruals.

Section 1.9 - Continuous Credited Service

“Continuous Credited Service” means, with respect to a Participating Employer, the continuous period during which the Participant has been an Active Participant of that Participating Employer, provided however, that ceasing to be an Active Participant of such Participating Employer for a period not to exceed twelve (12) months shall not be deemed to interrupt the period of Continuous Credited Service whether or not such Participant became an Active Participant of another Participating Employer during such intervening period. For this purpose, all Credited Service of the Participant earned prior to April 1, 1973, shall be deemed to be Continuous Credited Service with respect to the last Participating Employer by whom the Participant was employed in Covered Employment prior to April 1, 1973.

In the event the Negotiated agreement applicable to a Participant provides that an increase in the Monthly Benefit Rate attributable to a Contribution increase shall apply only to Continuous Credited Service accumulated after the effective date of such increase, the Participant’s Continuous Credited Service accumulated prior to such Contribution increase and the Participant’s Continuous Credited Service accumulated after such Contribution increase shall be deemed to be separate periods of Continuous Credited Service. The Monthly Benefit Rate applicable to each such separate period of Continuous Credited Service shall be the Monthly Benefit Rate determined in accordance with Article IV, Section 4.1. In the event all or some of the assets of a Participating Employer are sold and, coincident with the sale, the purchaser executes or adopts a collective bargaining agreement with the Union obligating the purchaser to make contributions to the Fund, the seller and the purchaser shall be deemed the same Participating Employer for purposes of determining Continuous Credited Service, unless an agreement between the purchaser and the Union and/or Trustees provides otherwise.

Section 1.10 - Contribution

“Contribution” means the payment to the Fund by Participating Employers of such amount or amounts as may be provided for in collective bargaining agreements between the Union and Participating Employers, as they may be amended from time to time, or as may be provided for in any Negotiated agreement entered into between the Trustees and a Participating Employer.

Where state or local law prohibits and precludes a state, municipality or other public organization from paying the full cost of employee pension benefits, “Contribution” shall also include payments by Participants into the Fund together with the payments made by the Participating Employer on their behalf. A Participant shall, at all times, be one hundred percent (100%) vested in the value of his contribution.

Section 1.11 - Covered Employment

“Covered Employment” means employment for a Participating Employer with respect to which Contributions to the Fund are required in accordance with an agreement, or which qualifies for Past Service Credit in accordance with Article III of the Plan.

Section 1.12 - Credited Service

“Credited Service” means the total of the Past Service Credit and the Future Service Credit of a Participant. For any Plan Year prior to the Plan Year commencing January 1, 1985, a Participant shall not receive more than one (1) year of Credited Service in any Plan Year.

Section 1.13 - Credited Vesting Service

“Credited Vesting Service” means the total of Past Service Credit and Future Vesting Service Credit of a Participant. For any Plan Year prior to the Plan Year commencing January 1, 1985, a Participant shall not receive more than one (1) year of Credited Vesting Service in any Plan Year.

Section 1.14 - Domestic Partner

"Domestic Partner" means (A) an opposite sex person who is the acknowledged parent of a child or children of a Participant and, at the time of death or retirement of the Participant, maintained a common household with the Participant for a minimum of twelve (12) months prior thereto; or (B) an individual of the same-sex in a relationship with the Participant which is legalized as a same-sex marriage, civil union or domestic partnership in a state, country or other locality that legalizes same-sex marriages, civil unions or domestic partnerships, as applicable, provided that such relationship has been legalized at least 12 months.

Section 1.15 - Employee

“Employee” means:

- a) a person who is in a collective bargaining unit represented by a local union of the Union, and who is in the employ of one of the Participating Employers;
- b) a person who is employed by the Union;
- c) a person who is employed by a Participating Employer who has entered into a Negotiated agreement with the Trustees for the purposes of providing benefits to a class of his Employees whose conditions of employment are not covered under the terms of a collective bargaining agreement with the Union.

The term Employee may encompass, but shall not be limited to, office and management Employees of Participating Employers and the Employees of subordinate districts or local unions of the Union. The employees of subordinate districts or local unions who receive compensation from the Participating Employer solely for “lost time” wages shall not be deemed Employees for the purposes of this Plan and shall not be eligible to participate in this Plan. Employees of subordinate districts or local unions who are covered under another plan sponsored by or participated in by their employer may be excluded from participation in this Plan providing such exclusion is specifically included in the agreement between the Participating Employer and the Trustees. The term "employee" as used in this Plan means any individual who is employed by the Employer as a common law employee of the Employer, regardless of whether the individual is an "Employee", and any Leased Employee. A Leased Employee shall not be considered an

employee. A Leased Employee shall mean 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 Section 414(n)(6) of the Code) on a substantially full time basis for a period of at least one year, and such services are performed under the 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 employer shall be treated as provided by the recipient employer.

Section 1.16 - Fiscal Year

“Fiscal Year” means the twelve (12) month period beginning with January 1 in any calendar year and ending in the last day of December of the same year.

Section 1.17 - Future Service Credit

“Future Service Credit” means Credited Service of the Participant under the Plan based on Contributions required to be made to the Fund by a Participating Employer for the benefit of the Participant as defined in Article III, Section 3.2.

Section 1.18 - Future Vesting Service Credit

“Future Vesting Service Credit” means Credited Vesting Service of the Participant under the Plan based on Hours for which contributions are required to be made to the Fund by a Participating Employer for the benefit of the Participant as defined in Article III, Section 3.3.

Section 1.19 - Gender

Where appropriate, the words used in this instrument in the singular shall include the plural and the masculine shall include the feminine.

Section 1.20 - Hours for the High Base Year

“Hours for the High Base Year” means the average number of Hours of Service for the two (2) Plan Years for which the employer’s Hours of Service were the highest within the five (5) Plan Years immediately preceding the beginning of the “Three Year Testing Period.”

Section 1.21 - Hour of Service

An “Hour of Service” shall be considered an hour for which Contributions are required to be made to the Fund by a Participating Employer. Hours shall be determined in accordance with Department of Labor Regulations Section 2530.200b-2(b) and (c).

Section 1.22 - Monthly Benefit Rate

“Monthly Benefit Rate” means the amount of monthly benefit payable to a Participant with respect to

- a) each year of the Participant’s Continuous Credited Service, or
- b) each year of the Participant’s Future Service Credit portion of Continuous Credited Service if the Negotiated agreement applicable to the Participant provides that benefit amounts shall be based solely on the Participant’s service accumulated after the Participating Employer’s Applicable Effective Date, or

- c) each year of the Participant's period of Continuous Credited Service accumulated after the effective date of a Contribution increase if the Negotiated agreement applicable to the Participant provides that the increase in the Monthly Benefit Rate attributable to such Contribution increase shall apply only to Continuous Credited Service accumulated after the effective date of such Contribution increase.

The Monthly Benefit Rate applicable to each period of a Participant's Continuous Credited Service, or portion thereof, shall be determined in accordance with Article IV, Section 4.1 of the Plan.

Section 1.23 - Negotiated

"Negotiated" means any agreement or agreements entered into between the Union and a Participating Employer or supplemental agreement or agreements entered into between the Union, the Employer and the Trustees, which establish the Employer's obligation to contribute to the Plan and/or the terms applicable to such contributions and when used in connection with determining the date a cents-per-hour Contribution is negotiated shall mean the day following the expiration of the preceding contract, or the effective date of the contract if no prior contract existed between the Union and the Participating Employer.

Section 1.24 - Participant

"Participant" means an Employee who has become a Participant in the Plan on the basis of a Participating Employer being obligated to make Contributions on his behalf in accordance with an agreement.

Section 1.25 - Participating Employer

"Participating Employer" means any employer, including any "Participating Service Employer" as defined in Section 1.26, having a collective bargaining agreement with the Union, or a Negotiated agreement with the Trustees, in which such employer agrees to make Contributions to this Pension Fund in accordance with the terms hereof. The Union, as hereinafter defined, or any other related organization shall be deemed to be Participating Employers hereunder solely and exclusively for the purpose of permitting said Union, or other related organizations to contribute to this Pension Fund on behalf of employees who are not members of another union participating in a pension plan set up by such other union to which the said employer is required to contribute, provided however, that the above labor organizations shall not be deemed employers for the purpose of designating employer trustees.

Section 1.26 - Participating Service Employer

"Participating Service Employer" means any Participating Employer that (i) is a party to a contract entered into by the United States subject to the Service Contract Act of 1965, as amended, 41 U.S.C. §§ 351 et seq., whether negotiated or advertised, the principal purpose of which is to furnish services in the United States through the use of "service employees" as that term is defined in 41 U.S.C. § 356, (ii) under such contract furnishes support services to the United States military, and (iii) has been designated a Participating Service Employer by the Trustees.

Section 1.27 - Past Service Credit

"Past Service Credit" means Credited Service of the Participant based upon his employment by a Participating Employer prior to the Applicable Effective Date as provided for in Article III of the Plan.

Section 1.28 - Pension Benefit

“Pension Benefit” means a benefit in the form of a monthly payment over the lifetime of the Participant or joint lifetime of the Participant and Spouse and shall include a Normal Retirement Pension, an Early Retirement Pension, a Disability Retirement Pension, or a Deferred Retirement Pension.

Section 1.29 - Pension Fund

“Pension Fund” means the IUE-CWA Pension Fund established for the purpose of providing benefits in accordance with the terms of this Plan, effective January 1, 1958, and as amended from time to time thereafter, and as it may be amended from time to time in the future.

Section 1.30 - Pensioner

“Pensioner” means a Participant who has retired under the Plan and who is receiving pension benefits under the terms of the Plan.

Section 1.31 - Plan

“Plan” means the IUE-CWA Pension Plan, as amended from time to time.

Section 1.32 - Plan Year

“Plan Year” means the Fiscal Year.

Section 1.33 - Reinstated Participant

“Reinstated Participant” means an individual who incurred a Break in Service on or after January 1, 1976, and subsequently again becomes an Active Participant and is eligible for reinstatement of his benefit and service credits accrued during his prior periods of Plan participation in accordance with Article III, Section 3.5.

Section 1.34 - Spouse

“Spouse” means (1) a person legally married to a Participant for a minimum of twelve (12) months; or (2) a Domestic Partner, to the extent not otherwise prohibited by law.

Section 1.35 - Three-Year Testing Period

“Three-Year Testing Period” means the period consisting of the Plan Year of the event and the immediately preceding two (2) Plan Years.

Section 1.36 - Trustees

“Trustees” means the Trustees provided for in the Agreement and Declaration of Trust who are responsible for administration of the Plan, including among other things the collection, deposit, and disbursement of funds. The Union and the Participating Employers shall have equal representation among the Trustees.

Section 1.37 - Unfunded Vested Benefit

“Unfunded Vested Benefit” means the value of non-forfeitable benefits under the plan less the value of plan assets.

Section 1.38 - Union

“Union” means the International Union of Electronic, Electrical, Technical, Salaried and Machine Workers, AFL-CIO, or any Local Union of said International Union, or any predecessor or successor union. Any action under the Plan by the Union shall be certified by the President and by the Secretary-Treasurer of the Union and the Trustees shall be fully protected in acting upon such certification.

Section 1.39 - Vested Participant

“Vested Participant” means a Participant who has incurred a Break in Service and is eligible for a Deferred Retirement Pension commencing at age sixty-five (65).

ARTICLE II
PARTICIPATION

Section 2.1 - Effective Date of Participation

Every Employee shall become a Participant of the Plan as of the date on which his employer is obligated to begin Contributions to the Fund on his behalf, providing that either

- a) the Employee is credited with 170 Hours of Service within the Plan Year containing the date on which his employer is obligated to begin Contributions to the Fund on his behalf; or
- b) the Employee is an Employee of a Participating Employer as of the Participating Employer's Applicable Effective Date.

An Employee who is not eligible to become a Participant as a result of failing to meet either of the above requirements shall become a Participant on the first day of the Plan Year in which 170 Hours of Service are credited to the Fund on his behalf.

Section 2.2 - Termination of Participation

A Participant, other than a Participant eligible to receive or in receipt of a Pension Benefit, shall cease to be a Participant of the Plan as of the date he incurs a Break in Service.

A Participant eligible to receive or in receipt of a Pension Benefit will cease to be a Participant at the end of the month in which he dies or at the end of the month in which he has received all the benefits to which he is entitled under the provisions of the Plan, if earlier.

Section 2.3 - Requirement to File Information

A Participant shall file such information as the Trustees may require in order to establish his eligibility for benefits before he shall be entitled to any benefits under the Plan.

Section 2.4 - Reinstatement of Participation

A former Participant, who after January 1, 1976 again becomes a Participant, shall be considered a new Participant for all purposes of the Plan unless he is eligible for reinstatement of prior service credit, as defined in Article III, Section 3.5, in which case he will be considered a Reinstated Participant.

Section 2.5 - Participation of Employers

The Trustees may accept, or refuse to accept, an employer as a Participating Employer under the Plan or any increase in Contributions of a Participating Employer under the Plan. In the event the Trustees elect to accept the employer as a Participating Employer, or the increase in Contributions of a Participating Employer, the benefits provided with respect to Contributions agreed to be made by such Participating Employer shall be based upon the Benefit Contribution Multiplier established by the Trustees with respect to such Contribution, or Contribution increase, of the Participating Employer. The Benefit-Contribution Multiplier shall be determined in accordance with Article IV, Section 4.1, and may take into consideration such additional factors as employment trends of the employer or the employer's industry, and fund assets of another plan previously held to provide benefits for the Employees of the employer who are expected to become Participants in the Plan, in the event the employer is accepted as a

Participating Employer, to the extent such assets are to be transferred to this Pension Fund. Receipt and deposit of Contributions shall not constitute an acceptance or waiver of any of these powers except by express prior agreement of the Trustees.

ARTICLE III

CREDIT FOR SERVICE

Section 3.1 - Past Service Credit

a) Participants Who Retire After March 31, 1973

1. A Participant whose first monthly benefit under the Plan commences on or after April 1, 1973, who qualified as an Active Participant in the Plan on or after October 1, 1965, and who is in the employ of or on the seniority list of a Participating Employer on the Applicable Effective Date, shall receive Past Service Credit, computed to the nearest one-tenth (1/10th) year, for each year or portion thereof of his service with the Participating Employer measured from the Participant's last date of seniority (or last date of hire, if the Participant qualifies as an Employee under the definition in Article I, Section 1.15 (c)), to the Applicable Effective Date.
2. A Participant whose first monthly benefit under the Plan commences on or after April 1, 1973, who ceased to be an Active Participant before October 1, 1965, and who was in the employ of or on the seniority list of a Participating Employer on the Applicable Effective Date shall receive Past Service Credit, computed to the nearest one-tenth (1/10th) year, for each year or portion thereof of his service with such Participating Employer prior to the Applicable Effective Date, but not greater than the number of years of Future Service Credit that the Participant accumulated during his participation in the Plan.

b) Participants Retired Prior to April 1, 1973

A Participant whose first monthly benefit from the Plan commenced prior to April 1, 1973, shall be credited with Past Service Credit in accordance with the Plan as it was in effect prior to April 1, 1973.

c) Absences During Past Service

If an employee first participated in the Plan prior to January 1, 1978, absences of twelve (12) months or more between the employee's seniority date and his Employer's Applicable Effective Date are not included in Past Service Credit.

Section 3.2 - Future Service Credit

A Participant shall receive one-tenth (1/10th) of a year of Future Service Credit for each 170 Hours of Service during any Plan Year, up to a maximum of ten-tenths (10/10ths) in any Plan Year prior to the Plan Year beginning January 1, 1985. A Participant shall receive an additional one-tenth (1/10th) of a year of Future Service Credit in any Plan Year beginning on and after January 1, 1985, for each 170 Hours of Service in excess of 2,080 Hours of Service in such Plan Year.

Section 3.3 - Future Vesting Service Credit

A Participant shall receive Future Vesting Service Credit based on Hours of Service in any Plan Year in accordance with the following schedule:

Hours of Service in a Plan Year	Future Vesting Service Credit
Less than 170	0
170 to 339	.1
340 to 509	.2
510 to 679	.3
680 to 849	.4
850 to 999	.5
1,000 or more	1.0

A Participant shall receive no more than ten-tenths (10/10ths) Future Vesting Service Credit in any Plan Year prior to the Plan Year beginning January, 1985. A Participant shall receive an additional one-tenth (1/10th) of a year of Future Vesting Service Credit in any Plan Year beginning on and after January 1, 1985, for each 170 Hours of Service in excess of 2,080 Hours of Service in such Plan Year.

A Participant who remains in the employment of a Participating Employer but no longer within the definition of Employee as stated in Article I, Section 1.15, for which time Contributions are not required to be made to the Fund on his behalf, shall receive Future Vesting Service Credit based on Hours of Service with the Participating Employer as noted above assuming Contributions were required to be made to the Fund, so long as the Participant remains in employment with the Participating Employer.

Section 3.4 - Break in Service

A Participant shall incur a one-year Break in Service on the last day of a Plan Year in which he fails to earn at least two-tenths (2/10ths) year of Future Vesting Service Credit.

A Break in Service shall not occur if the Participant's absence is the result of military service, provided the Participant is drafted or otherwise required by law to enter military service, or he enlisted in lieu of being legally required to serve or during a period of national emergency; and if the Participant returns to employment with a Participating Employer within three (3) months of his release from military service or such longer period during which his employment rights are protected by law.

A Break in Service shall not occur for participation and vesting purposes if an individual is absent from work commencing on or after January 1, 1987:

- a) by reason of the pregnancy of the individual
- b) by reason of the birth of a child of the individual
- c) by reason of the placement of a child in connection with the adoption of the child by the individual,
- d) for purposes of caring for the child during the period immediately following the birth or placement for adoption, or
- e) by reason of qualified military service under Section 414(u) of the Code.

The hours of service required to be credited under this provision to preclude a Break in Service must be credited only (i) in the Plan Year in which the absence begins for one of the permitted reasons if the crediting is necessary to prevent a Break in Service in that year, or, if the individual would not incur a Break in Service in such year, (ii) in the following Plan Year.

Section 3.5 - Reinstatement of Service Credits

A Participant who incurs or has incurred a Break in Service and who is an Active Participant on or after January 1, 1976, shall be eligible to reinstate prior service credits and benefit accruals (if applicable) if he completes 1,000 Hours of Service in the twelve (12) month period following the date he again becomes an Active Participant, or if he completes 1,000 Hours of Service in any succeeding Plan Year commencing after the date he again becomes an Active Participant and:

- a) he was a Vested Participant at the time of his Break in Service, or
- b) in the case of a former Participant who was not a Vested Participant at the time of his Break in Service
 1. the number of consecutive Breaks in Service from his prior period as an Active Participant to the beginning of the Plan Year in which he satisfies the 1,000 Hours of Service requirement noted above is less than his Credited Vesting Service accumulated during his prior period as an Active Participant, or the Participant's years of Break in Service did not equal or exceed five (5) years, and
 2. the former Participant did not receive a Severance Benefit from the Plan based on his prior period as an Active Participant or if he did receive a Severance Benefit from the Plan based on his prior period as an Active Participant, such Severance Benefit was repaid in accordance with Article VI, Section 6.8.

If a Vested Participant who would otherwise qualify for reinstatement of prior service credits and benefit accruals in accordance with this Section received a Severance Benefit from the Plan based on his prior period of Plan participation and does not repay such Severance Benefit in accordance with Article VI, Section 6.8, any future benefits to which he may be entitled based on the same period of service shall be reduced by the value of the Severance Benefit received.

If a Participant who would otherwise qualify for reinstatement of prior service credits and benefit accruals in accordance with subsection (a) of this Section received a lump sum settlement equal to his total non-forfeitable benefit from his prior period of Plan participation, and does not repay such lump sum settlement in accordance with Article VI, Section 6.9, such reinstatement will not occur and the Participant will be treated as a new Participant for all purposes of the Plan.

Section 3.6 - Credit for Military Service (USERRA and HEART Act)

- a) A Participant shall receive Credited Service for periods of military service in the Armed Forces of the United States provided that:
 1. he leaves the employ of his employer to enter military service, whether or not said employer was a Participating Employer at the time of the Participant's entry into military service;
 2. he makes application to return to employment with the same employer or its successor in interest within 90 days of

- A. the date upon which h`e is relieved from military service; or
 - B. the date of release from hospitalization continuing after discharge from military service for a period of not more than one year;
- and subsequently returns to such employment;
- 3. He receives a certificate described in Section 9(a) of the Military Selective Service Act (relating to satisfactory completion of military service).
- b) A Participant who meets the eligibility requirements set forth at (a) above shall receive Past Service Credit, Future Service Credit and Future Vesting Service Credit, as applicable, for periods of military service at the rate of 1,700 hours for each year of military service (or 1/12 of 1,700 hours for each month or portion thereof of such service) up to a maximum of five (5) years of such Credited Service.
 - c) Notwithstanding any provision of the Plan to the contrary, contributions, benefits and service credit with respect to qualified military service will be provided in accordance with Section 414(u) of the Code.
 - d) Effective as of January 1, 2007, in the event a Participant dies or becomes disabled while serving in qualified military service as defined in Section 414(u) of the Code, the Participant (or survivor in the event of the Participant's death) is entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) under this Plan as if the Participant had returned to Covered Employment on the day before such death or occurrence of disability and then terminated from Covered Employment on the actual date of death or occurrence of disability.

ARTICLE IV

BENEFIT RATE

Section 4.1 - Benefit Rate

The Monthly Benefit Rate applicable to a Participant's Continuous Credited Service with a Participating Employer, or Future Service Credit portion thereof if the provisions of Article I, Section 1.22(b) apply, shall be the Monthly Benefit Rate in effect for that Participating Employer on the last day during such period of Continuous Credited Service that the Participant qualifies as an Active Participant of that Participating Employer.

The Monthly Benefit Rate applicable to a Participant's period of Continuous Credited Service with a Participating Employer accumulated after the effective date of a Contribution increase if the provisions of Article I, Section 1.22(c) apply, shall be the Monthly Benefit Rate in effect for that Participating Employer on the effective date of such contribution increase.

The Monthly Benefit rate applicable to the total of the periods of a Participant's Continuous Credited Service who (a) is absent from work due to layoff, disability or Workers' Compensation leave; (b) incurs a Break in Service; (c) subsequently returns to employment and (d) retains the seniority rights he had pursuant to his Employer's collective bargaining agreement or employment practice immediately prior to such absence, shall be the Monthly Benefit Rate in effect as of the effective date of the Participant's subsequent termination of employment.

a) Benefit-Contribution Multiplier

1. The Benefit-Contribution Multiplier is used in determining the Monthly Benefit Rate or any increase in the Monthly Benefit Rate applicable to periods of Continuous Credited Service or portions thereof, as provided in Article I, Section 1.22 ended on or after March 31, 1973. The Benefit-Contribution Multiplier shall be applicable to Contributions Negotiated during the period such Benefit-Contribution Multiplier is in effect with respect to a Participating Employer or a group of Participating Employers, provided however that such Benefit-Contribution Multiplier may be re-determined with respect to any such period of time should the Trustees, in their sole discretion, conclude that the factors utilized in the prior determination were incomplete or otherwise insufficient.
2. The Benefit-Contribution Multiplier applicable to all Participating Employers with respect to all Contributions Negotiated on or before March 31, 1973, shall be the ten-elevenths (10/11ths) of thirty (30) cents.
3. The Benefit-Contribution Multiplier applicable to Contribution increases Negotiated on or after April 1, 1973, or to Contributions Negotiated on or after April 1, 1973, with respect to an employer who becomes a Participating Employer or after April 1, 1973 (even though participation is made retroactive to a date prior to April 1, 1973) shall be determined by the Trustees. Such determination shall be made periodically for Participating Employers or groups of Participating Employers (as determined by the Trustees) and upon request for any other employer not currently participating in the Plan. The Trustees' determination shall be based on an evaluation of the benefits per cent of hourly Contribution which can reasonably be provided to the Participants of a Participating Employer or of a group of Participating Employers, taking into consideration their age, sex, prior Credited Service, and such other factors as the Trustees may deem appropriate. The Trustees may use such determination as

the Benefit-Contribution Multiplier or as the basis of classifying a Participating Employer within a limited number of Benefit-Contribution Multipliers in accordance with rules established by the Trustees.

Effective July 1, 2007, Participating Employers or groups of Participating Employers will be classified within the following Benefit-Contribution Multiplier Bands:

(3¢) three cents	(54¢) fifty-four cents	(105¢) one hundred and five cents
(6¢) six cents	(57¢) fifty-seven cents	(108¢) one hundred and eight cents
(9¢) nine cents	(60¢) sixty cents	(111¢) one hundred and eleven cents
(12¢) twelve cents	(63¢) sixty-three cents	(114¢) one hundred and fourteen cents
(15¢) fifteen cents	(66¢) sixty-six cents	(117¢) one hundred and seventeen cents
(18¢) eighteen cents	(69¢) sixty-nine cents	(120¢) one hundred and twenty cents
(21¢) twenty-one cents	(72¢) seventy-two cents	
(24¢) twenty-four cents	(75¢) seventy-five cents	
(27¢) twenty-seven cents	(78¢) seventy eight cents	
(30¢) thirty cents	(81¢) eighty-one cents	
(33¢) thirty-three cents	(84¢) eighty-four cents	
(36¢) thirty-six cents	(87¢) eighty-seven cents	
(39¢) thirty-nine cents	(90¢) ninety cents	
(42¢) forty-two cents	(93¢) ninety-three cents	
(45¢) forty-five cents	(96¢) ninety-six cents	
(48¢) forty-eight cents	(99¢) ninety-nine cents	
(51¢) fifty-one cents	(102¢) one hundred and two cents	

4. The Benefit-Contribution Multiplier applicable to Contribution increases Negotiated on or after July 1, 2007, or to Contributions Negotiated on or after July 1, 2007, with respect to an employer who becomes a Participating Employer or after July 1, 2007, shall be determined by the Trustees in accordance with the provisions of Section 4.1(a)(3) above without any minimum Benefit-Contribution Multiplier being in effect.

b) Monthly Benefit Rate

1. The Monthly Benefit Rate of a Participating Employer applicable to a period of Continuous Credited Service, or portions thereof as provided in Article I, Section 1.22, of a Participant ending on or after March 31, 1973, shall be:

A. either:

- i. the Benefit-Contribution Multiplier applicable to the initial contribution Negotiated with the Participating Employer, if the initial Contribution of the Participating Employer is Negotiated after March 31, 1973, multiplied by the total number of cents Negotiated at the time the first such Contribution is Negotiated, to the extent such cents per hour Contribution is in effect and being contributed by the Participating Employer for the Participant on the date for which such determination is required, or;
- ii. the Benefit-Contribution Multiplier applicable to Contributions Negotiated on or before March 31, 1973, multiplied by the total number of cents per hour that had been Negotiated as of March 31, 1973 (including amount applied to provide improved vesting and disability benefits under the Plan as it was in effect prior to

March 31, 1973), to the extent such cents per hour Contribution is in effect and being contributed by the Participating Employer for the Participant on the date for which such determination is required,

plus

- B. for each separate increase in Contributions Negotiated after March 31, 1973, or after the initial Contribution, if later, the Benefit-Contribution Multiplier in effect for the Participating Employer with respect to the date such Contribution increase is Negotiated, multiplied by the total number of additional cents per hour Negotiated at that time, to the extent such Contribution increase is in effect and being contributed by the Participating Employer for the Participant on the date for which such determination is required.

Effective January 1, 2000, the Monthly Benefit Rate(s) applicable to the current period of Continuous Credited Service of an Active Participant as of January 1, 2000 shall be increased by twelve percent (12%). Effective January 1, 2000, the Monthly Benefit Rate(s) applicable to the most recent period of Continuous Credited Service of a Participant who ceased active participation during the 1999 Plan Year and was eligible to commence Normal, Early or Disability retirement benefits at the time of cessation of active participation, but elected not to do so until after December 1, 1999, or of a Spouse or Beneficiary of a Participant who died during the 1999 Plan Year and who was eligible to commence Pre-Retirement Survivor Pension Benefits at the time of the death of the active participation but elected not to do so until after December 1, 1999, shall be increased by twelve percent (12%). For this purpose Continuous Credited Service shall mean the continuous period during which the Participant has been an Active Participant of that Participating Employer, pursuant to the first paragraph of the definition of Continuous Credited Service in Section 1.9, regardless of whether the Negotiated agreement applicable to a Participant provides that an increase in the Monthly Benefit Rate attributable to a Contribution increase shall apply only to Continuous Credited Service accumulated after the effective date of such increase.

Effective January 1, 2001, the Monthly Benefit Rate(s) applicable to the current period of Continuous Credited Service of an Active Participant as of January 1, 2001 shall be increased by seven percent (7%). Effective January 1, 2001, the Monthly Benefit Rate(s) applicable to the most recent period of Continuous Credited Service of a Participant who ceased active participation during the 2000 Plan Year and was eligible to commence Normal, Early or Disability retirement benefits at the time of cessation of active participation, but elected not to do so until after December 1, 2000, or of a Spouse or Beneficiary of an Active Participant who died during the 2000 Plan Year and who was eligible to commence Pre-Retirement Survivor Pension Benefits at the time of the death of the Active Participant but elected not to do so until after December 1, 2000, shall be increased by seven percent (7%). For this purpose Continuous Credited Service shall mean the continuous period during which the Participant has been an Active Participant of that Participating Employer, pursuant to the first paragraph of the definition of Continuous Credited Service in Section 1.9, regardless of whether the Negotiated agreement applicable to a Participant provides that an increase in the Monthly Benefit Rate attributable to a Contribution increase shall apply only to Continuous Credited Service accumulated after the effective date of such increase.

- 2. The Monthly Benefit Rate of a Participating Employer applicable to a period of Continuous Credited Service of a Participant ending prior to March 31, 1973, shall be the benefit amount per year of Credited Service that would have been determined for the Participant under the Plan as it was in effect prior to March 31, 1973. Thirty (30) cents per month benefit per penny of average Contribution credited to the Participant's account. The thirty (30) cents per month benefit may be reduced if participation commenced in 1969 or later and the Participant has less than five (5) years of Future Service Credit.

Section 4.2 - Adjustments to Accrual and Contribution Rates

- a) Notwithstanding Section 4.1, effective January 1, 2009, for employees of employers who became Participating Employers prior to January 1, 2007 (for purposes of this Section 4.2 only, "Existing Participating Employers"), upon the earlier of (i) the expiration of each Participating Employer's collective bargaining agreement or (ii) January 1, 2012, benefit accrual rates shall be reduced by fifty percent (50%) based on the then current rates of contributions. Employees of employers who first became Participating Employers after January 1, 2007 (for purposes of this Section 4.2 only, the "New Participating Employers") will not be subject to a reduction in benefit accrual rates but shall continue to accrue benefits at the existing rates under any collective bargaining agreement in effect as of December 31, 2008 that have been determined to be appropriate by the Plan actuary under the terms of the Plan.
- b) Effective on the date which its employees' benefit accruals are reduced in accordance with Section 4.2(a) above, the then contribution rate of an Existing Participating Employer shall increase by between 6.10% and 13.75% per annum (the "Mandatory Contribution Rate"), depending on the date that the new benefit accrual rates take effect (as set forth in Section 4.2(a) above), in accordance with the following table:

Date That Collective Bargaining Agreement in Effect on December 31, 2008 Ends	Per Annum Percentage Increase in Contribution Rate
January 1, 2009 to March 31, 2009	6.10%
April 1, 2009 to June 30, 2009	6.40%
July 1, 2009 to September 30, 2009	6.80%
October 1, 2009 to December 31, 2009	7.40%
January 1, 2010 to March 31, 2010	8.00%
April 1, 2010 to June 30, 2010	8.60%
July 1, 2010 to September 30, 2010	9.30%
October 1, 2010 to December 31, 2010	9.90%
January 1, 2011 to March 31, 2011	10.50%
April 1, 2011 to June 30, 2011	11.30%
July 1, 2011 to September 30, 2011	12.10%
October 1, 2011 to December 31, 2011	12.90%
On or after January 1, 2012	13.75%

- c) Participants will not accrue benefits on the Mandatory Contribution Rate increases. New Participating Employers will not be required to pay the Mandatory Contribution Rate increases. New Participating Employers will be required to maintain their highest contribution rates to the Plan under collective bargaining agreements with the Union in effect on December 31, 2008.
- d) Increases in contribution rates in excess of the Mandatory Contribution Rate shall result in additional future service benefit accrual rates based on a formula of forty cents (40¢) for each penny of hourly contribution in excess of the Mandatory Contribution Rate (or on the entire contribution for a New Participating Employer whose initial participation date is after December

31, 2008). Any such contribution increases in excess of the Mandatory Contribution Rate shall not be subject to mandatory contribution increases.

- e) Participants of New Participating Employers' shall continue to accrue benefits at the existing rates under the collective bargaining agreement in effect as of December 31, 2008 that has been determined to be appropriate by the Plan actuary.
- f) For example, Participants will receive an increased monthly benefit rate of twenty dollars (\$20.00) per year for an increased contribution rate of fifty cents (50¢) per hour in addition to the Mandatory Contribution Rate. If an Existing Participating Employer has a current contribution rate of one dollar (\$1.00) per hour and the required mandatory increase at the time of the contract renewal in 2009 is 6.1% and the Participating Employer agrees to contribute one dollar and sixteen cents (\$1.16) in 2009, the additional ten cents (10¢) above the mandatory rate for 2009 of one dollar and six cents (\$1.06) will accrue an additional monthly benefit of four dollars (\$4.00) for 2009.
- g) To the extent that IUE-CWA Local Union staff are covered by collective bargaining agreements governing their participation in the Plan, the rules generally set forth above will apply to those employees as their contracts come up for renewal. To the extent that IUE-CWA Local Union officers and staff are covered by Negotiated agreements with the Plan, the effective date of the benefit accrual rate reduction and the mandatory contribution increase will be January 1, 2009, which is the earliest date on which any employer will be subject to the requirements.

ARTICLE V

BENEFITS

A Participant shall be eligible to receive only one type of pension benefit described in this Article V and once such pension benefit commences it may not be revised to another type of pension benefit.

Section 5.1 - Normal Retirement Pension

a) Eligibility

A Participant who retires on or after his Normal Retirement Date shall be eligible for a Normal Retirement Pension. A Participant's Normal Retirement Date shall be the date the Participant attains age sixty-five (65) and completes five (5) years of Credited Vesting Service. A Participant shall be 100% vested upon attainment of his Normal Retirement Date.

b) Amount of Normal Retirement Pension

Subject to adjustments set forth in Section 4.2, the monthly Normal Retirement Pension shall be the sum of the amounts determined by multiplying:

1. the Monthly Benefit Rate applicable to a period of Continuous Credited Service of the Participant, by
2. the years and tenths of years of Credited Service or portions thereof, as provided in Article I, Section 1.22 earned during such period of Continuous Credited Service.

In the event the Participant's Credited Service includes a period of Continuous Credited Service covering April 1, 1973, and the Monthly Benefit Rate applicable to such period of Continuous Credited Service is less than the Monthly Benefit Rate that would have been determined based on the average total hourly Contribution rate attributable to such Participant's Covered Employment on or before March 31, 1973, the Participant's Continuous Credited Service to March 31, 1973, shall be deemed to be a separate period of Continuous Credited Service, having a Monthly Benefit Rate based on the average total hourly Contribution rate of the Participant as of March 31, 1973. The portion of such period of Continuous Credited Service on and after April 1, 1973 shall also be deemed a separate period of Continuous Service having the Monthly Benefit Rate which was otherwise applicable to the total period.

A Participant, who is an Active Participant as of January 1, 1998, shall be awarded a supplemental monthly benefit equal to the product of five dollars (\$5.00) times the Participant's Future Service Credit earned through December 31, 1997 not greater than ten (10) years of Future Service. Such supplemental benefit shall be in addition to the amount described in the preceding paragraphs of this Section and shall be part of the Participant's Normal Retirement Pension.

Section 5.2 - Early Retirement Pension Monthly Benefit

a) Eligibility

A Participant who retires on or after his Early Retirement Date shall be eligible for an Early Retirement Pension. The Early Retirement Date of a Participant who terminates as an Active Participant on or after December 31, 1987, shall be the date the Participant attains age fifty-five (55) and completes five (5) years of Credited Vesting Service. The Early Retirement Date of a Participant who terminates as an

Active Participant prior to December 31, 1987, shall be based on the Plan in effect at the date of termination as an Active Participant.

b) Amount of Early Retirement Pension

The monthly Early Retirement Pension shall be a pension equal to the Deferred Retirement Pension the Participant would otherwise be eligible to receive commencing on his Normal Retirement Date.

A Participant may elect to have benefit payments commence on his Normal Retirement Date or on the first day of any month following or coinciding with his Early Retirement Date.

A Participant who is an Active Participant on or after January 1, 1990 and who elects to have benefit payments commence prior to his Normal Retirement Date shall have the amount determined above without reduction for the first thirty-six (36) months by which the Participant's benefit commencement date precedes his Normal Retirement Date and reduced by one quarter of one percent (1/4%) for each of the next twenty-four (24) months by which the Participant's benefit commencement date precedes his Normal Retirement Date and reduced one-half of one percent (1/2%) for each month in excess of sixty (60) months by which the Participant's Actual Retirement Date precedes his Normal Retirement Date.

A Participant who was not an Active Participant on or after January 1, 1990 and who elects to have benefit payments commence prior to his Normal Retirement Date shall have the amount determined in accordance with the provisions of the Plan in effect at the date of his last Break in Service.

If the benefit is deferred, and the Participant dies after terminating employment but prior to his benefit commencement date, he will be assumed to have elected benefit commencement on the first day of the month coincident with or next following the date of his death and benefits will be payable in accordance with Article VI and the Participant's election, if any, thereunder.

Section 5.3 - Deferred Retirement Pension

a) Eligibility

A Participant who ceases to be an Active Participant prior to becoming eligible for a Normal Retirement or Early Retirement Pension shall be considered a Vested Participant and shall be eligible to receive a Deferred Retirement Pension commencing on the Participant's Normal Retirement Date, provided

1. if he ceases to be an Active Participant on or after January 1, 1987, he has accumulated at least five (5) years of Credited Vesting Service, or
2. if he ceased to be an Active Participant prior to January 1, 1987, he accumulated at least ten (10) years of Credited Vesting Service.

b) Amount of Deferred Retirement Pension

The monthly Deferred Retirement Pension commencing on the Participant's Normal Retirement Date shall be the amount determined under Article V, Section 5.1(b), based on the Participant's Credited Service or portions thereof, as provided in Article I, Section 1.22 earned to the date he ceased to be an Active Participant and related Monthly Benefit Rates. A Participant may elect to have benefit payments commence prior to his Normal Retirement Date provided the Participant attains his Early Retirement Date in accordance with Article V, Section 5.2(a).

In the event the Participant is eligible and applies for benefit commencement before his Normal Retirement Date, such benefit shall be reduced in accordance with Article V, Section 5.2(b).

Section 5.4 - Disability Retirement Pension

a) Eligibility

A Participant shall be eligible to receive a Disability Retirement Pension commencing on the date of entitlement to a Social Security Disability Pension providing

1. a disability which qualifies the Participant, except for any waiting period required under Social Security, to receive a Social Security Disability Pension occurs while the Participant is an Active Participant, or within two (2) years after ceasing to be an Active Participant; and
2. the Participant has accumulated ten (10) years of Credited Vesting Service.

In the event an individual is not an Active Participant on his employer's Applicable Effective Date as a result of a disability which subsequently qualifies him for a Social Security Disability Pension and the individual subsequently resumes active employment and is credited with 170 Hours of Service within a Plan Year as an Active Participant, such individual shall be a Plan Participant and shall be awarded Past Service Credit in accordance with Article III, Section 3.1(a)(1) of the Plan as if he were an Active Participant on his employer's Applicable Effective Date and further such Participant shall be eligible for all Plan benefits, including a Disability Pension, provided he meets the eligibility requirements for said benefits.

In the event an individual is not an Active Participant on his employer's Applicable Effective Date as a result of a disability which subsequently qualifies him for a Social Security Disability Pension and the individual subsequently resumes active employment but fails to be credited with 170 Hours of Service within a Plan Year, such individual shall not become a Plan Participant and no Contributions made on his behalf by a Participating Employer shall render him eligible for a Disability Retirement Benefit from this plan.

b) Amount of Disability Retirement Pension

The monthly Disability Retirement Pension shall be the amount determined under Article V, Section 5.1(b), based on the Participant's Credited Service or portions thereof, as provided in Article I, Section 1.22 earned to the date he ceased to be an Active Participant and the related Monthly Benefit Rates, but without reduction to reflect the commencement of the benefit prior to the Participant's Normal Retirement Date.

Section 5.5 - Severance Benefits

a) Eligibility. A Participant or a former Participant shall be eligible to receive a Severance Benefit, if:

1. he has ceased to be an Active Participant for
 - A. a period of three (3) months or more or,
 - B. at the time he ceased to be an Active Participant his Employer permanently ceased all covered operations at the Participant's location;

2. he has accumulated at least three (3) years of Credited Service, at least one (1) year of which is Future Service Credit; and
3. he is not eligible for any other benefit payable from the Plan based on such Credited Service.

b) Amount of Severance Benefit. The amount of the Severance Benefit shall be the sum of:

1. for each separate period of Continuous Credited Service ended after March 31, 1973, during which the Monthly Benefit Rate is determined in accordance with Section 1.22(a), the product of the hourly Contribution rate being contributed by the Participating Employer at the termination of such period of Continuous Credited Service, the years and tenths of years of Future Service Credit earned during such period of Continuous Credited Service (excluding any Future Service Credit which qualifies under (3) below), and \$2.50,

plus

2. for each separate period of Continuous Credited Service ended after March 31, 1973 during which the Monthly Benefit Rate is determined in accordance with Section 1.22(b) or (c) the product of the hourly Contribution rate being contributed by the Participating Employer at the termination of such period of Continuous Credited Service, the years and tenths of years of Future Service Credit earned during such period of Continuous Credited Service, and \$2.50,

plus

3. for Participants who had earned Future Service Credit on or before March 31, 1973, the product of the Participant's average hourly Contribution rate based on his participation through March 31, 1973, his years and tenths of years of Future Service Credit earned before January 1, 1974, and (i) \$9.00 if he became a Participant prior to 1966, or (ii) \$7.50 if he became a Participant during or after 1966.

The amount so determined shall be reduced by any pension benefits previously paid to or on behalf of the Participant or former Participant.

Section 5.6 - Lump Sum Death Benefit

- a) Eligibility. A Beneficiary shall be eligible to receive a Lump Sum Death Benefit in the event of the death of a Participant, former Participant, Pensioner, Spouse, or Beneficiary, if:
 1. the Participant or former Participant with respect to whom such benefit is determinable accumulated at least three (3) years of Credited Service, at least one (1) year of which is Future Service Credit; and
 2. the Plan had not previously paid benefits at least equal to the Severance Benefit amount determinable for such person; and
 3. no further Pre-Retirement Survivor Benefit is payable to an eligible Spouse or Beneficiary nor are any further monthly pension benefits payable to any individual.
- b) Lump Sum Death Benefit Amount. The amount of the Lump Sum Death Benefit for a Participant or former Participant who dies prior to retirement shall be the amount of the Severance Benefit to which he was entitled at the date of death, if any. The amount of the Lump Sum Death Benefit

for a Participant or Spouse who dies after retirement shall be the amount of the Severance Benefit to which the Participant was entitled at the date of death, if any, reduced by the amount of any Plan benefit paid with respect to the same period of Credited Service.

Section 5.7 - Pre-Retirement Survivor Pension

- a) Eligibility. The Spouse or Beneficiary of a Participant who dies on or after January 1, 1994, prior to his Benefit Commencement Date, shall be eligible to receive a Pre-Retirement Survivor Pension if the Participant was eligible for a Deferred Retirement Pension in accordance with Section 5.3(a) at the date of his death. The Pre-Retirement Survivor Pension provisions applicable to a Participant who died prior to January 1, 1994 shall be based on the Plan provisions in effect at the Participant's death.
- b) Amount of Survivor Pension.

If the Participant dies after attaining the eligibility requirements for an Early Retirement Pension, the Pre-Retirement Survivor Pension payable to the Participant's Spouse shall be equal to seventy-five percent (75%) of the amount of monthly pension which would have been payable to the Participant had the Participant retired under the Early Retirement Pension provisions having elected a life annuity the day before he died.

If the Participant dies prior to becoming eligible for an Early Retirement Pension, the Pre-Retirement Survivor Pension payable to the Participant's Spouse shall be equal to seventy-five percent (75%) of the Participant's Deferred Retirement Pension as of his date of death reduced for early benefit commencement to the earliest retirement age and further reduced on an Actuarial Equivalent basis for immediate commencement prior to the earliest retirement date, based on the Participant's age at death.

If the Participant does not have a Spouse, then the Pre-Retirement Survivor Pension shall be payable to the Participant's Beneficiary. The amount of the Survivor Pension payable to a Beneficiary shall be determined in the same manner as for the Spouse.

In no event will the total benefit paid be less than the amount of the Participant's Severance Benefit payable upon death. Should the payments total less than the Severance Account, the balance will be paid in a lump sum pursuant to Section 5.6.

- c) Period of Payment

The Pre-Retirement Survivor's Pension payable to a Spouse shall commence as of the first of the month following the Participant's death and continue in monthly installments for the greater of life or one hundred and twenty (120) months. The Spouse may elect to defer commencement of benefits to a later date, in which case the early retirement reductions will be adjusted, but in no event shall benefits commence later than the Participant's Normal Retirement Date. Notwithstanding anything herein to the contrary, a Domestic Partner's election to defer the commencement of benefits to a later date shall comply with Section 401(a)(9) of the Code.

The Pre-Retirement Survivor Pension payable to a Beneficiary shall commence immediately and continue in monthly installments for one hundred and twenty (120) months.

In no event shall any Spouse or Beneficiary receive payments for less than one hundred and twenty (120) months. Should a Spouse or Beneficiary die prior to the one hundred and twenty (120) months, the unpaid installments shall be paid in a lump sum to a Beneficiary.

Section 5.8 - Pensioner Benefit Increases

Monthly benefits payable to Pensioners (including Spouses) resulting from Credited Service or portions thereof, as provided in Article I, Section 1.22 earned with a specific Participating Employer may be increased from time to time. Such benefit increases shall be provided for in a collective bargaining agreement between such Participating Employer and the Union (or the Trustees in the case of coverage for a non-bargaining group), and subject to the approval of the Trustees. Such agreement shall include reference to the specific monthly benefit increase, a list of Pensioners so affected and the additional contributions required from the Participating Employer to fund the benefit increase. The amount of the additional contribution shall be established by the Trustees based on the Pensioner status as of the effective date of the agreement and is required to be funded by the Participating Employer in equal monthly installments over a period not to exceed ten (10) years from the effective date of the benefit increase. The contributions required to fund the benefit increase for Pensioners shall not affect the Monthly Benefit Rate applicable to active Participants of the Participating Employer and the benefit increase to Pensioners shall be granted only to those Pensioners listed as an attachment to the agreement.

If for any reason the Participating Employer fails to make the agreed to additional contribution to the Fund in accordance with the schedule of payments specified in the agreement, the stated increase in Pensioner benefits shall be adjusted, as determined by the Trustees, to reflect the expected contributions not received.

Section 5.9 - Prior Plan Benefits

A Participant's entitlement to benefits, if any, under the Plan shall be determined according to the terms of the Plan in effect on the date of his termination of participation, except that the provisions of Article V, Section 5.7, Article VI and Article XII as amended shall apply to all Participants without regard to the date of termination of participation.

Section 5.10 - Post Retirement Increases

A Pensioner in pay status as of December 1990 who retired on or before the following dates, or his designated Beneficiary if the Pensioner is deceased, shall have his monthly pension benefit increased by the following percentage with the stipulation that the Pensioner or his designated Beneficiary shall receive no less than a minimum monthly increase expressed as a flat dollar amount as indicated below:

Year of Retirement	Percentage Increase	Minimum Monthly Increase
1985 or earlier	10%	\$ 20
1986	8%	\$ 16
1987	6%	\$ 12
1988	4%	\$ 8
1989	2%	\$ 4

The increase shall be retroactive to January 1, 1990.

A Pensioner or Beneficiary in pay status as of December 1, 1997 shall receive a one time ad hoc payment equal to his regular monthly payment in effect as of December 1, 1997. Such payment shall be made during the month of December, 1997.

A Pensioner or Beneficiary in pay status as of January 1, 1998 shall have his regular monthly pension benefit increased by five percent (5%), but not less than a minimum monthly increase of ten dollars

(\$10.00). Such increase shall be payable as of January 1, 1998 and continue for the lifetime of the Pensioner or Beneficiary in accordance with the Pensioner's form of payment elected at retirement.

A Pensioner or Beneficiary in pay status as of December 1, 1999 shall receive a one time ad hoc payment equal to his regular monthly payment in effect as of December 1, 1999. Such payment shall be made during the month of December, 1999.

A Pensioner or Beneficiary in pay status as of December 1, 2000, and whose benefit continues in pay status as of January 1, 2001, shall have the regular monthly pension benefit increased by five percent (5%), but not less than a minimum monthly increase of ten dollars (\$10.00). Such increase shall be payable as of January 1, 2001 and continue for the lifetime of the Pensioner or Beneficiary in accordance with the Pensioner's form of payment elected at retirement.

ARTICLE VI

PAYMENT OF BENEFITS

Section 6.1 - Normal Form of Pension

The Normal Form of Pension for a Participant who is not legally married and who is eligible for a Pension Benefit shall be a pension payable monthly for the life of the Participant continuing through the month in which the Participant's death occurs.

Effective January 1, 2000, the Normal Form of Pension for a Participant eligible for a Pension Benefit commencing on or after January 1, 2000 shall be a pension payable for five (5) years certain and life thereafter. Under this Normal Form, the Pension Benefit shall be payable to the Participant during his lifetime with the provision that, in the event the Participant dies before receiving sixty (60) monthly payments, monthly payments shall continue to the Participant's designated Beneficiary for the remainder of the sixty (60) month period.

Effective January 1, 2000, a Pensioner in pay status as of December 1, 1999, who is receiving Pension Benefits under the Life Only option (the Normal Form of Pension prior to January 1, 2000), shall continue to receive benefits during his lifetime with the provision that, in the event the Pensioner dies before receiving sixty (60) monthly payments, monthly payments shall continue to the Pensioner's designated Beneficiary for the remainder of the sixty (60) month period.

If, on the Participant's Annuity Starting Date, he is legally married and he has not elected in writing another form of payment, his pension will be paid as a Qualified Joint and Survivor Annuity which is the Actuarial Equivalent to the pension otherwise payable, providing for a reduced pension payable to the Participant during his life, and after his death providing that one-half of that reduced pension will continue to be paid during the life of, and to, the Spouse to whom he was married at his Annuity Starting Date; provided, however, that if the Spouse predeceases the Participant, the Participant's pension will be reinstated (pop-up) to its original amount before reduction for the Qualified Joint and Survivor Annuity and continue to be paid to the Participant for the remainder of the Participant's lifetime with the provision that in the event the Participant dies before receiving sixty (60) monthly payments, monthly payments shall continue to the Participant's designated Beneficiary for the remainder of the sixty (60) month period. Notwithstanding the preceding, if the Participant elects an option described in Section 6.2 which provides for payments continuing after the Participant's death for the life of a Beneficiary at a rate of at least 50% but no more than 100% of the pension payable for the life of the Participant, and if such option, with the Spouse to whom the Participant is married on his Annuity Starting Date named as Beneficiary, would be of greater actuarial value than the joint and survivor annuity described above, such option with such Spouse as Beneficiary shall be the Qualified Joint and Survivor Annuity. An election of an optional form of benefit other than the option provided under Section 6.2(a) made by a Participant whose Annuity Starting Date is after December 31, 1984, and who is legally married at the effective date of the election or a designation of a Beneficiary other than the Spouse of the Participant shall not be effective unless the Spouse of the Participant provides to the Fund consent to the election of such other optional form of benefit or designation of Beneficiary and such consent is duly notarized in a form acceptable to the Trustees.

In the event a Participant dies after attaining his Normal Retirement Date but prior to his Annuity Starting Date he will be assumed to have retired on the day preceding his death and benefits will be paid in accordance with this article and the Participant's election, if any, thereunder.

In the event an optional form of benefit has been elected, the pension benefit shall be payable in accordance with the terms of the option.

Notwithstanding the foregoing, in lieu of the monthly benefit otherwise payable under this Section 6.1, a Participant who has attained normal retirement age may elect to receive his or her benefits retroactive to a date that is prior to receipt of the written explanation of the qualified joint and survivor annuity as set forth in this Section 6.1. Such date shall be the Participant's Retroactive Annuity Starting Date. A Retroactive Annuity Starting Date shall not be: (1) earlier than the later of: (i) the first of the month following the Participant's normal retirement age or (ii) the month following the last day the Participant worked in Covered Employment, or (2) later than the Participant's Required Beginning Date. Any election or benefit under this subsection shall be determined in accordance with the provisions of Treasury Regulation section 1.417(e)-1 and provided that all of the following conditions are met:

- a) The Participant must affirmatively elect the Retroactive Annuity Starting Date in lieu of an Actuarial Equivalent Pension Benefit;
- b) The Participant's Spouse or alternate payee must consent to the election of the Retroactive Annuity Starting Date, unless the amount of the survivor payments under the Retroactive Annuity Starting Date are no less than the amount that the survivor payments would have been under a qualified joint and survivor annuity with an Annuity Starting Date after the date the qualified joint and survivor annuity explanation was provided;
- c) The distribution of missed payments pursuant to the election of a Retroactive Annuity Starting Date shall be in a lump sum in an amount equal to the total of the monthly benefits payable for each month following the Retroactive Annuity Starting Date and prior to the date the distribution is made (and during which benefits were not suspended), plus interest at a rate as determined in Section 1.2(b) of the Plan. The retroactive payments determined under this subsection shall be in lieu of any actuarial adjustment that might otherwise be due by virtue of the delayed commencement of benefits.

If any of the foregoing conditions are not met, an Actuarial Equivalent Pension Benefit will be paid prospectively.

Section 6.2 - Optional Forms of Pensions

Subject to the conditions hereinafter stated, the Participant may, in lieu of all pension benefits otherwise payable, elect an optional benefit form by filing a written request with the Trustees prior to his actual retirement.

The Trustees shall furnish to each Participant, no less than 30 days and no more than 180 days before his Annuity Starting Date, a written explanation of (i) the terms and conditions of the normal form of payment applicable to the Participant, (ii) the availability of an election to waive the normal form and elect an optional form, (iii) the right of the Participant's spouse to consent to, or withhold consent from, such election, if applicable, (iv) the general financial effect of an election not to receive the applicable normal form of payment, and (v) the eligibility conditions, other material features and relative values of the optional forms of benefit available. For notices given in Plan Years beginning after December 31, 2006, such notification shall also include a description of how much larger benefits will be if the commencement of distributions is deferred.

Notwithstanding the foregoing, distribution may commence fewer than 30 days (but no fewer than seven days) after the written explanation is given, provided that (i) the plan administrator clearly informs the

Participant that the Participant has a right to a period of at least 30 days to consider whether to waive the normal form of payment and elect an optional form of payment, and (ii) the Participant, after receiving the explanation, affirmatively elects to receive a distribution sooner (with consent of the Participant's spouse, if applicable) on the form(s) provided by the plan administrator for such purpose, and (iii) the Participant is permitted to revoke any affirmative election at least until the Annuity Starting Date or, if later, at anytime prior to the expiration of the seven day period that begins the day after the explanation of the normal form of payment is provided to the Participant, and (iv) the Annuity Starting Date is a date after the date the written explanation was provided to the Participant.

The amount of the pension benefit payable under the option elected shall be a benefit of actuarially equivalent value to the value of the pension benefit which the Participant would otherwise be entitled to receive.

a) Joint and Survivor Option

A Participant may elect a joint and survivor option providing for a reduced pension benefit payable to the Pensioner and, upon his death, payable to the Spouse. The percentage continued to the Spouse after the death of the Pensioner may be one hundred percent (100%), seventy-five percent (75%) or fifty percent (50%) of the reduced pension to the Pensioner during his lifetime. Effective January 1, 2000, if the Spouse predeceases a Pensioner, whether before or after January 1, 2000, the benefit will be reinstated (pop-up) to its original amount before reduction for the joint and survivor option. The reinstated benefit will commence on the first of the month following the death of the Spouse, but not before January 1, 2000, and will continue to the Pensioner for the remainder of the Pensioner's lifetime with the provision that in the event the Pensioner dies before receiving sixty (60) monthly payments, monthly payments shall continue to the Pensioner's designated Beneficiary for the remainder of the sixty (60) month period. The benefit under the Joint and Survivor options shall be determined in accordance with the appropriate factor in Table A of the Appendix.

b) Social Security Option

A Participant who has applied for an Early Retirement Benefit prior to the earliest age at which reduced Social Security Old Age Benefits become payable by law, may elect to receive a monthly benefit which will provide an increased benefit up to the age at which the Participant may receive Social Security Old Age Benefits, and a lower benefit thereafter which, when added to his Social Security Old Age Benefits, can be expected to provide level pension benefits over his entire lifetime, provided however, that the Trustees may deny this option to any Participant whose expected pension benefit payable after Social Security Old Age Benefits commence, is less than \$10 a month.

c) Life Only Option

Effective January 1, 2000, a Participant may elect to receive increased Pension Benefits payable over his lifetime and ceasing at his death. The life only option includes the benefit payable for the month in which the Participant's death occurs. The benefit under the Life Only Option shall be determined in accordance with the appropriate factors in Table C of the Appendix.

d) Ten Year Certain Option

A Participant may elect a ten year certain option providing for a reduced pension benefit payable to the Participant during his lifetime with the provision that, in the event the Participant dies before receiving one hundred-twenty (120) monthly payments, monthly payments shall continue to the Participant's designated Beneficiary for the remainder of the one hundred-twenty (120) month period. The benefit

under the Ten Year Certain Option shall be determined in accordance with the appropriate factors in Table B of the Appendix.

Section 6.3 - Commencement of Benefits

Benefit payments to the Participant shall be payable on a monthly basis under the terms of the Plan, and shall continue up to and including the month in which the Participant's death occurs. All pensions shall be payable beginning on the first day of the month, and shall begin on or before the sixtieth (60th) day after the close of the Plan Year in which the latest of the following events occurs:

- a) the date the Participant terminates from active participation;
- b) the date specified in the application for benefits;
- c) the first day of the third calendar month preceding the month in which written application is received by the Trustees providing such application is received prior to the Participant's Normal Retirement Date; and
- d) the date the Participant attains his Normal Retirement Date, provided the applicant shall have fulfilled all other requirements of the Plan. A Participant who files an application for Disability Retirement Benefits after the date of his Social Security Disability award, may receive benefit payments retroactive to the effective date of the Social Security Disability Pension award, but no more than 2 years of retroactivity.

In no event will distributions commence later than April 1 of the calendar year in which the Participant attains age seventy and one-half (70½) or the calendar year in which the Participant retires, if later (the "Required Beginning Date").

The first benefit payment to the Spouse under the joint and survivor option above, shall be payable on the first day of the month following the date of death of the Pensioner, providing the Spouse is living on that date. Subsequent monthly payments shall be made on the first day of each month thereafter throughout the Spouse's remaining lifetime up to and including the month in which the Spouse's death occurs.

If the Trustees are unable to effect commencement of benefits because they are unable to locate the Participant or Beneficiary, the commencement of benefits may be delayed until sixty (60) days after the Participant or Beneficiary is located.

Effective January 1, 2007, benefit payments shall not commence to a Participant if the Participant remains employed by a Participating Employer in a non-bargaining unit position that is not Covered Employment.

Section 6.4 - Application Required

Each request for a benefit shall be made on a form prescribed and furnished by the Trustees, shall specify any optional benefit form elected, shall name the Spouse, if any, shall contain satisfactory proof of age of the named Spouse, shall be signed by the Participant and, if applicable, contain a duly notarized signature of the Spouse.

Section 6.5 - Changes to Optional Benefit Form Elections

An election of an option under Section 6.2 may be revoked on a form provided by the Trustees, and subsequent elections and revocations may be made at any time and from time to time during the 180- day

election period as described in Section 6.2. An election of an optional benefit shall be effective on the Participant's Annuity Starting Date and may not be modified or revoked after his Annuity Starting Date. A revocation of any election shall be effective when the completed form is filed with the Trustees. If a Participant who has elected an optional benefit, or the Beneficiary under an option, dies before the date the election of the option becomes effective, the election shall be revoked.

In the event the Participant predeceases the Spouse, as provided above, no further benefit shall be paid from the Plan (other than the Pre-Retirement Survivor Benefit otherwise payable to the Spouse of the Participant or the Beneficiary of the Participant, as applicable).

No election to waive the Normal Form of Pension shall be effective unless (i) the Participant's Spouse consents in writing to the election; (ii) the election designates a specific alternate beneficiary, including any class of beneficiaries or any contingent beneficiaries, which may not be changed without spousal consent; (iii) the Spouse's consent acknowledges the effect of the election; and (iv) the Spouse's consent is duly notarized in a form acceptable to the Trustees. Additionally, a Participant's waiver of the Normal Form of Pension will not be effective unless the election designates a form of benefit payment which may not be changed without spousal consent (or the Spouse expressly permits designations by the Participant without any further spousal consent). If it is established to the satisfaction of the Trustees that such written consent may not be obtained because there is no Spouse or the Spouse cannot be located, or because of such other circumstances as the Secretary of the Treasury may prescribe by regulations, a waiver will be deemed a qualified election.

The Administrator shall provide each Participant no less than 30 days and no more than 180 days prior to the Annuity Starting Date in accordance with applicable law and regulations a written explanation of (i) the terms and conditions of a qualified joint and survivor annuity, (ii) the Participant's right to make, and the effect of, an election to waive the Normal Form of Pension, (iii) the rights of the Participant's Spouse under this Section 6.5, (iv) the Participant's right to make, and the effect of, a revocation of a previous election to waive the Normal Form of Pension, and (v) the relative values of the various optional forms of benefit under the Plan.

Notwithstanding the provisions of the Plan to the contrary, effective for Plan Years beginning after December 31, 1996, any distribution may commence less than 30 days after receipt of the written explanation described above provided that: (i) the Participant has been provided with information that clearly indicates that the Participant has at least 30 days to consider the decision of whether or not to waive the Normal Form of Pension and elect (with spousal consent) a form of distribution other than the Normal Form of Pension; (ii) the Participant, after receiving the notice, affirmatively elects a distribution; (iii) the Participant is permitted to revoke any affirmative distribution election at least until the Annuity Starting Date or, if later, any time prior to the expiration of the seven-day period that begins the day after the notice is provided to the Participant; and (iv) distribution in accordance with the affirmative election does not commence before the seven-day period that begins the day after the notice is provided to the Participant.

Section 6.6 - Pensioner's Reemployment

The pension of a Pensioner shall be suspended during any calendar month in which the Pensioner is employed by the Participating Employer and completes forty (40) or more hours of 'Section 203(a)(3)(B) service. A Participant who remains in service after his Normal Retirement Date shall be entitled to his pension for any calendar month that is not Section 203(a)(3)(B) service. Upon later retirement, the Participant shall be entitled to an immediate pension beginning on the participant's late retirement date and, subject to the provisions of Section 6.1, shall be equal to the amount determined in accordance with Section 5.1(b) reduced by an amount equal to the Actuarial Equivalent of any benefits he previously

received pursuant to the preceding sentence; provided that if the participant's actual late retirement date is later than the first day of the first Plan Year following his Normal Retirement Date, his later retirement pension shall be recomputed as of the first day of each subsequent Plan Year before the Participant's actual late retirement date (and as of his actual late retirement date) as if each such date were the Participant's late retirement date; and provided further that no reduction hereunder as of the date of any such recomputation shall reduce the Participant's late retirement pension below the amount of later retirement pension payable to the participant prior to such recomputation.

If benefit payments have been suspended payments shall resume no later than the first day of the third calendar month after the calendar month in which the Employee ceases to be employed in Section 203(a)(3)(B) service. The initial payment upon resumption shall include the payment scheduled to occur in the calendar month when payments resume and any amounts withheld during the period between the cessation of Section 203(a)(3)(B) service and the resumption of payments.

No payment shall be withheld by the Plan pursuant to this Section 6.6 unless the Plan notifies the Employee by personal delivery or first class mail during the first calendar month or payroll period 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 description of the Plan provision relating to the suspension of payments, a copy of such provisions and a statement to the effect that applicable U.S. Department of Labor regulations may be found in 29 CFR Section 2530.203-3.

In addition, the notice shall inform the employee of the Plan's procedures for affording a review of the suspension of benefits. Requests for such reviews may be considered in accordance with the claim procedure adopted by the Plan pursuant to Section 503 of the Employee Retirement Income Security Act of 1974, as amended, and applicable regulations.

For purposes of this Section 6.6, 'Section 203(a)(3)(B)' service is service defined in Section 203(a)(3)(B) of the Employee Retirement Income Security Act of 1974, as amended.

Upon application for reinstatement of pension benefits by a reemployed Pensioner after his subsequent retirement, he shall be entitled to the following:

- a) if he has earned less than one (1) year of Vesting Service Credit since his most recent date of termination of pension benefits, a pension which shall be in the same amount as his original pension benefit; or
- b) if he has earned one (1) or more years of Vesting Service Credit since his most recent date of termination of pension benefits, a pension benefit of either:
 1. if the Pensioner returned to Active Participant status with a Participating Employer within twelve (12) months following the date he previously terminated Active Participant status, the period during which he was not on Active Participant status shall not be deemed to interrupt the period of Continuous Credited Service and his pension shall be based on his Credited Service and the Monthly Benefit Rate applicable to the period of Continuous Credited Service of the Participant, calculated in accordance with Article V, Section 5.1(b) or Article V, Section 5.2(b), whichever may be applicable, based on the Pensioner's age on the date of his subsequent retirement, and if the period of reemployment commenced prior to the Participant's 65th birthday, actuarially adjusted for any pension benefits previously received, or

2. if the Pensioner did not return to Active Participant status within twelve (12) months following the date he previously terminated Active Participant status, a benefit equal to the sum of
 - A. the amount of his original pension benefit,
plus
 - B. an additional amount based on the Credited Service and Monthly Benefit Rate in effect with respect to his reemployment following his most recent date of termination of pension benefits, calculated in accordance with Article V, Section 5.1(b), or Article V, Section 5.2(b), whichever may be applicable based upon the reemployed Pensioner's age on the date of his subsequent retirement.

The pension benefit shall commence in accordance with Section 6.3 providing the Participant furnishes the Trustees with a written application for resumption of pension benefits. The pension benefit shall be offset by any benefit payments previously made by the Plan during those calendar months in which the Pensioner was employed as described above. In the first month benefit payments are to be resumed the offset may be the full payment and in any subsequent month such offset may not exceed twenty-five percent (25%) of that month's total benefit payment which would have been due but for the offset.

Section 6.7 - Disability Pensioner's Recovery

If a Pensioner in receipt of a Disability Retirement Pension ceases to be eligible for a Social Security Disability Pension at any time prior to age sixty-five (65), the Disability Retirement Pension from this Fund will terminate as of the last day of the last month for which a Social Security Disability Pension is payable.

A recovered disability Pensioner who subsequently becomes an Active Participant shall be eligible for reinstatement of service credits in accordance with Article III, Section 3.5. Upon subsequently fulfilling the requirements for another benefit provided by this Fund, he shall be entitled to a benefit which shall be determined at the time of his application for benefits in accordance with the provisions of the Plan applicable to the benefit form to be paid, provided however, that any Severance or Death Benefit otherwise payable, shall be reduced to reflect the Disability Retirement Benefits previously paid to the disabled Pensioner.

A recovered disability Pensioner who does not subsequently again become an Active Participant of the Plan shall be eligible to apply for a Deferred Retirement Benefit commencing after the date he attains age sixty-five (65) or an Early Retirement Benefit commencing after the date he attains age fifty-five (55) in accordance with the terms of the plan.

Section 6.8 - Repayment of Prior Severance Benefit

A Participant who receives a Severance Benefit from the Plan and subsequently again becomes an Active Participant may repay such Severance Benefit to the Fund in order to reinstate his prior service and benefit accruals.

The Severance Benefit must be repaid to the Fund within the earlier of five (5) years following the date the Participant again becomes an Active Participant of the Plan or within the completion of a period of five (5) consecutive one-year Breaks in Service together with interest at the lesser of the percent (5%) or

the rate prescribed by Section 411(a)(7)(c) of the Code at the time of the repayment, from the date the Severance Benefit was received by the Participant to the date of repayment.

A Participant who does not repay the Severance Benefit he received, at the time and in the amount prescribed by the preceding paragraph, and

- a) who was not a Vested Participant on the date his prior period of active participation terminated, will not be eligible to reinstate his prior service and benefit accruals, or
- b) who was a Vested Participant at the date his prior period of active participation terminated will have his future benefits reduced by the value of the Severance Benefit he received.

Section 6.9 - Repayment of Lump Sum Settlement

A Participant who receives in a lump sum, the full value of his nonforfeitable benefits from the Plan and subsequently again becomes an Active Participant must repay such lump sum settlement as described below to the Fund in order to reinstate his prior benefit accruals.

The lump sum settlement must be repaid to the Fund within the later of five (5) years following the date the Participant again becomes an Active Participant of the Plan or within the completion of a period of five (5) consecutive one-year Breaks in Service, together with interest at the lesser of five percent (5%) or the rate prescribed by Section 411(a)(7)(c) of the Code at the time of the repayment, from the date the lump sum settlement was received by the Participant to the date of repayment.

Section 6.10 - Distribution After Death

If the distribution of a Participant's interest has begun in accordance with a method selected in Section 6.1 or Section 6.2 and the Participant dies before his entire interest has been distributed to him, the remaining portion of such interest shall be distributed at least as rapidly as under the method of distribution selected pursuant to Section 6.1 or Section 6.2 as of his date of death.

If a Participant dies before he has begun to receive any distributions of his interest under the Plan, his death benefit shall be distributed to his beneficiaries within five years after his death. However, the five-year distribution requirement shall not apply to any portion of the deceased Participant's interest which is payable to or for the benefit of a designated Beneficiary. In such event, such portion may be distributed over the life of such designated Beneficiary (or over a period not extending beyond the life expectancy of such designated beneficiary) provided such distribution begins not later than one (1) year after the date of the Participant's death (or such later date as may be prescribed by Treasury regulations).

In the event the Participant's Spouse is his Beneficiary, the requirement that distributions commence within one year of a Participant's death shall not apply. In lieu thereof, such distribution must commence no later than the date on which the deceased participant would have attained age seventy and one-half (70½). If the surviving Spouse dies before the distributions to such Spouse begin, then the five-year distribution requirement shall apply as if the Spouse were the Participant.

Section 6.11 - Direct Rollover of Certain Distributions

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

b) Definitions:

1. **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 Section 401(a)(9) of the Code; 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); and any hardship distribution. Effective January 1, 2002, a portion of a distribution shall not fail to be an Eligible Rollover Distribution merely because the portion consists of after-tax employee contributions which are not includible in gross income. However such portion may be transferred only to an individual retirement account or annuity described in Section 408(a) or (b) of the Code or to a qualified defined contribution plan described in Section 401(a) or 403(a) or (b) and 457(b) of the Code that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not includible. Effective January 1, 2008, in the case of a non-Spouse Beneficiary, an Eligible Rollover Distribution is a direct trustee-to-trustee transfer of any portion of a distribution from an Eligible Retirement Plan to an individual retirement plan described in Section 408(a) of the Code or Roth IRA described in Section 408A of the Code, that is established on behalf of a designated Beneficiary who is a non-Spouse Beneficiary.
2. **Eligible Retirement Plan:** An Eligible Retirement Plan is an individual retirement account described in Section 408(a) of the Code, an annuity plan described in Section 408(b) of the Code, an annuity plan described in Section 403(a) of the Code, or a qualified trust described in Section 401(a) of the Code, that accepts the Distributee's Eligible Rollover Distribution. For distributions made after December 31, 2001, an Eligible Retirement Plan shall also mean an annuity contract described in Section 403(b) of the Code and an eligible plan under Section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any instrumentality of a state or a political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan. The definition of Eligible Retirement Plan shall also apply in the case of a distribution to a surviving Spouse, or to a Spouse or former Spouse who is the alternate payee under a qualified domestic relations order (as defined in Section 414(p) of the Code). In the case of an Eligible Rollover Distribution to a non-Spouse Beneficiary, an Eligible Retirement Plan is an IRA or Roth IRA.
3. **Distributee:** A Distributee includes a Participant or former Participant and effective January 1, 2008, a non-Spouse Beneficiary for purposes of Section 402(c) of the Code. In addition, the Participant's or former Participant's surviving Spouse and the Participant's or former Participant's Spouse or former Spouse who is the alternate payee under a qualified domestic relations order, as defined in Section 414(p) of the Code, are Distributees with regard to the interest of the Spouse or former Spouse.
4. **Direct Rollover:** A Direct Rollover is a payment by the Plan to the Eligible Retirement Plan specified by the Distributee.

5. Domestic Partner: A Domestic Partner shall be considered a non-Spouse Distributee to the extent permitted under the Pension Protection Act of 2006 and any IRS regulations or guidance issued thereunder.

Section 6.12 - Minimum Distribution Requirements

a) General Rules.

1. Effective Date. The provisions of this Section 6.12 will apply for purposes of determining required minimum distributions for calendar years beginning with the 2003 calendar year.
2. Precedence. The requirements of this Section 6.12 will take precedence over any inconsistent provisions of the Plan.
3. Requirements of Treasury Regulations Incorporated. All distributions required under this Section 6.12 will be determined and made in accordance with Section 401(a)(9) of the Code and the Treasury Regulations promulgated thereunder.
4. Limits on Distribution Periods. 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: the life of the Participant, the joint lives of the Participant and Beneficiary, a period certain not extending beyond the life expectancy of the Participant, or a period certain not extending beyond the joint life and last survivor expectancy of the Participant and Beneficiary.

b) Time and Manner of Distribution.

1. Required Beginning Date. The Participant's entire interest shall be distributed, or begin to be distributed, to the Participant no later than the Participant's Required Beginning Date (as defined in Section 6.3).
2. Death of Participant Before Distributions Begin. If the Participant dies before distributions begin, the Participant's entire interest shall be distributed, or begin to be distributed, no later than as follows:
 - A. If the Participant's surviving Spouse is the Participant's sole Designated Beneficiary, then distributions to the surviving Spouse shall begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age 70½, if later.
 - B. If the Participant's surviving Spouse is not the Participant's sole Designated Beneficiary, then distributions to the Designated Beneficiary shall begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.
 - C. If there is no Designated Beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's entire interest shall be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.
 - D. 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 subsection (b)(1), other than subsection (b)(1)(A), will apply as if the surviving Spouse were the Participant.

For purposes of this subsection (b)(2) and subsection (e), distributions are considered to begin on the Participant's Required Beginning Date (or, if subsection (b)(2)(D) applies, the date distributions are required to begin to the surviving Spouse under subsection (b)(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 subsection (b)(2)(A)) the date distributions are considered to begin is the date distributions actually commence.

3. Form of Distribution. Unless the Participant's interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the Required Beginning Date, as of the first Distribution Calendar Year distributions will be made in accordance with subsections (c), (d) and (e) of this Section 6.12. 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 Section 401(a)(9) of the Code and the Treasury Regulations.

c) Determination of Amount to be Distributed Each Year.

1. General Annuity Requirements. If the Participant's interest is paid in the form of annuity distributions under the Plan, payments under the annuity will satisfy the following requirements:
 - 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 subsection 6.12(d) or 6.12(e);
 - 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 permitted;
 - D. payments will either be nonincreasing or increase only as follows:
 - i. by an annual percentage increase that does not exceed the annual percentage increase in a cost-of-living index that is based on prices of all items and issued by the Bureau of Labor Statistics;
 - ii. by a percentage increase that occurs at specified times 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;
 - iii. by a constant percentage of less than 5 percent per year, applied not less frequently than annually;
 - iv. as a result of dividend or other payments that result from actuarial gains;

- v. 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 subsection (d) of this Section 6.12 dies or is no longer the Participant's Beneficiary pursuant to a qualified domestic relations order within the meaning of Code Section 414(p);
 - vi. to provide a final payment upon the Participant's death not greater than the excess of the actuarial present value of the Participant's accrued benefit (within the meaning of Section 411(a)(17) of the Code) calculated as of the Annuity Starting Date using the Applicable Interest Rate and the Applicable Mortality Table over the total of payments before the Participant's death;
 - vii. to allow a Beneficiary to convert the survivor option of a joint and survivor annuity into a lump-sum distribution upon the Participant's death; or
 - viii. to pay increased benefits that result from a Plan amendment.
2. Amount Required to be Distributed by Required Beginning Date. The amount that must be distributed on or before the Participant's Required Beginning Date (or, if the Participant dies before distributions begin, the date distributions are required to begin under subsection (b)(2)(A) or (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., bi-monthly, monthly, semi-annually, or annually. All of the Participant's benefit accruals as of the last day of the first Distribution Calendar Year will be included in the calculation of the amount of the annuity payments for payment intervals ending on or after the Participant's Required Beginning Date.
 3. 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.
- d) Requirements for Annuity Distributions That Commence During Participant's Lifetime.
1. Joint Life Annuities Where the Beneficiary Is Not the Participant's Spouse. If the Participant's interest is being distributed in the form of a joint and survivor annuity for the joint lives of the Participant and a non-Spouse Beneficiary, annuity payments to be made on or after the Participant's Required Beginning Date to the Designated Beneficiary after the Participant's death must not at any time exceed the applicable percentage of the annuity payment for such period that would have been payable to the Participant using the table set forth in Q&A-2 of section 1.401(a)(9)-6T of the Treasury Regulations. If the form of distribution combines a joint and survivor annuity for the joint lives of the Participant and a non-Spouse Beneficiary and a period certain annuity, the requirement in the preceding sentence will apply to annuity payments to be made to the Designated Beneficiary after the expiration of the period certain.
 2. Period Certain Annuities. Unless the Participant's Spouse is the sole Designated Beneficiary and the form of distribution is a period certain and no life annuity, the period certain for an annuity distribution commencing during the Participant's lifetime may not exceed the applicable distribution period for the Participant under the Uniform Lifetime Table set forth

in section 1.401(a)(9)-9 of the Treasury regulations for the calendar year that contains the Annuity Starting Date. If the Annuity Starting Date precedes the year in which the Participant reaches age 70, the applicable distribution period for the Participant is the distribution period for age 70 under the Uniform Lifetime Table set forth in section 1.401(a)(9)-9 of the Treasury regulations plus the excess of 70 over the age of the Participant as of the Participant's birthday in the year that contains the Annuity Starting Date. If the Participant's Spouse is the Participant's sole Designated Beneficiary and the form of distribution is a period certain and no life annuity, the period certain may not exceed the longer of the Participant's applicable distribution period, as determined under this subsection (d)(2), or the joint life and last survivor expectancy of the Participant and the Participant's Spouse as determined under the Joint and Last Survivor Table set forth in section 1.401(a)(9)-9 of the Treasury Regulations, using the Participant's and Spouse's attained ages as of the Participant's and Spouse's birthdays in the calendar year that contains the Annuity Starting Date.

e) Requirements For Minimum Distributions Where Participant Dies Before Date Distributions Begin.

1. Death After Distributions Begin. If the Participant dies after distribution of his or her interest begins in the form of an annuity meeting the requirements of this article, the remaining portion of the Participant's interest will continue to be distributed over the remaining period over which distributions commenced.

2. Death Before Distributions Begin.

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

- i. unless the Annuity Starting Date is before the first Distribution Calendar Year, the Life Expectancy of the Designated Beneficiary determined using the beneficiary's age as of the beneficiary's birthday in the calendar year immediately following the calendar year of the Participant's death; or
- ii. if the Annuity Starting Date is before the first Distribution Calendar Year, the Life Expectancy of the Designated Beneficiary determined using the beneficiary's age as of the beneficiary's birthday in the calendar year that contains the Annuity Starting Date.

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

C. Death of Surviving Spouse Before Distributions to Surviving Spouse Begin. If the Participant dies before the date distribution of his 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 6.12(e) 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 subsection (b)(2)(A).

f) Definitions.

1. Designated Beneficiary. The individual who is designated as the beneficiary under the Plan and is the Designated Beneficiary under Code Section 401(a)(9) and Treasury Regulation section 1.401(a)(9)-1, Q&A-4.
2. Distribution Calendar Year. A calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first Distribution Calendar Year is the calendar year immediately preceding the calendar year 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 subsection (b)(2).
3. Life Expectancy. Life Expectancy as computed by use of the Single Life Table in Treasury Regulation section 1.401(a)(9)-9.
4. Required Beginning Date. The Required Beginning Date of a Participant is April 1 following the calendar year in which the Participant attains age 70½ or if later, April 1 following the calendar year in which the Participant retires, as provided in Section 6.3 of the Plan.

ARTICLE VII
CONTRIBUTIONS

Section 7.1 - Contribution Amount

Each Participating Employer shall make Contributions to the Fund of such amount or amounts as may be provided for in collective bargaining agreements between such Participating Employer and the Union, or as the collective bargaining agreement may be amended from time to time, or as provided for in any other agreement between the Participating Employer and the Trustees. These Contributions are to provide the cost of benefits currently accruing under the Plan, to liquidate the cost of benefits based upon Past Service Credit, and to pay the administrative expenses of the Plan. In addition, the rate of Contributions per hour paid for a Participant in Covered Employment, is used in determining the benefits payable to the Participant under the terms of the Plan.

Section 7.2 - Contribution Payment Date

Each Participating Employer shall pay over to the Trustees on or before the tenth day of each month, the Contributions on behalf of Employees in the collective bargaining unit or covered under a Negotiated agreement, during the preceding calendar month. Such payments shall be accompanied by reports on forms as prescribed and supplied by the Trustees.

Section 7.3 - Contributions for Service Legally Required to be Credited

Notwithstanding any Plan provision to the contrary, each Participating Employer shall make contributions to the Fund of such amount or amounts as the Trustees determine to be due and owing for such periods of Credited Service granted to a Participant of such Participating Employer and for which the Fund is legally obligated to grant, under Article III, Section 3.6 of this Plan or by operation of the Veterans Reemployment Rights Law, 38 U.S.C. § 2021 et seq. or any other Federal, State or local statute. Each Participating Employer shall pay over to the Trustees on or before the tenth of the month following receipt of notice that contributions under this Section are due. Such payments shall be accompanied by reports on Forms prescribed and supplied by the Trustees.

ARTICLE VIII

AMENDMENT

Section 8.1 - Amendment to Meet Governmental Requirements

Subject to the provisions of Section 8.2 below, the provisions of the Plan may be modified or amended by the Trustees, retroactively if necessary, to the extent the Trustees find such modification or amendment necessary to bring the Plan into conformity with governmental regulations expressing the public policy or condition which must be conformed with in order to qualify the Plan so as to make the trust tax exempt under appropriate sections of the Internal Revenue Code.

Section 8.2 - Other Amendments

Any provisions of the Plan may be otherwise modified or amended by the Trustees at a regular or special meeting provided, however, that (a) no amendment shall deprive any Participant of any of the Protected Benefit to which he is entitled under this Plan; (b) no amendment shall provide for the use of funds or assets held by the Trust other than for the benefit of Participants or their Beneficiaries and no funds held by the Trust shall ever revert to or be used or enjoyed by the Participating Employers; (c) no amendment may change the vesting schedule with respect to the future accrual of benefits for any Participant unless each Participant with three (3) or more years of Vesting Service is permitted to elect to have the vesting schedule which was in effect before the amendment used to determine his vested benefit; and (d) any merger or consolidation with, or transfer of assets or liabilities to, any other plan will be valid only if 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).

For purposes of this Section, "Protected Benefit" means, as of any date of determination, the accrued vested benefit of a Participant and:

- a) any right of the Participant under the terms of the Plan as of such date to have such accrued vested benefit commence on a date other than the Normal Retirement Date,
- b) any right of the Participant under the terms of the Plan as of such date to have such accrued vested benefit payable in an optional form of payment, and
- c) the methodology under the terms of the Plan as of such date for determining the amount of benefit payable as a result of the exercise of any right of the Participant expressed in paragraph (a) or (b) above.

For the sole purposes of paragraph (c) above, any provision of the Plan that requires payment of a Participant's pension in a form other than that described in Section 6.1 shall be considered to be the exercise of a right by the Participant therefor.

ARTICLE IX

ADMINISTRATION OF THE PLAN

Section 9.1 - General Administration

The general administration of the Plan and the responsibility for carrying out the provisions hereof is placed in the Trustees, who may or may not be Participants of the Plan or Participating Employers.

- a) The Trustees shall be designated as “Plan Sponsor,” “Plan Administrator” and “Named Fiduciary” as these terms are defined in the Employee Retirement Income Security Act of 1974 as amended from time to time.
- b) The Trustees shall establish and maintain funding policies and methods under the Plan. Such funding policies and methods shall be consistent with the objectives of the Plan and the requirements of the Employee Retirement Income Security Act of 1974 as amended from time to time.
- c) The Trustees shall designate a firm of independent public accountants to make audits of the books and records of the Trustees as they pertain to the assets of the Pension Fund held by it and receipts and disbursements of funds by it and any other books and records pertaining to the Plan and its administration, and to render such reports, certifications or opinions as may be required from time to time by the Trustees or pursuant to the provisions of the Employee Retirement Income Security Act of 1974 as amended from time to time or other applicable laws or regulations.
- d) The Trustees may delegate authority to qualified persons to perform administrative, advisory, clerical, reporting or ministerial duties or functions to assist it in discharging its responsibility to administer the Plan. Any such persons to whom such authority is delegated shall not be deemed named fiduciaries for the purpose of the Plan.
- e) The Trustees shall discharge their duties with respect to the Plan solely in the interest of the Plan Participants and Beneficiaries, for the exclusive purpose of providing benefits to Participants and Beneficiaries and defraying reasonable expenses of administering the Plan. The Trustees shall discharge their duties with care, skill, prudence and diligence under the circumstances then prevailing that a prudent man acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims, by diversifying the investments of the funds so as to minimize the risk of large losses, unless under the circumstances it is clearly prudent not to do so, and in accordance with the documents and instruments governing the Plan and the requirements of the Employee Retirement Income Security Act of 1974 as amended from time to time and any regulations issued thereunder.

Section 9.2 - Trustees' Right to Administer and Interpret the Plan

Subject to the limitations of the Plan, the Trustees from time to time shall establish rules for the administration of the Plan and the transaction of its business. The Trustees shall have discretionary authority to interpret the Plan and to make factual determinations (including but not limited to, determination of an individual's eligibility for Plan participation, the right and amount of any benefit payable under the Plan and the date on which any individual ceases to be a Participant). The determination of the Trustees as to the interpretation of the Plan or any disputed question shall be conclusive and final to the extent permitted by applicable law.

Such rules and regulations as are adopted by the Trustees shall be binding upon any persons having an interest in or under the Plan.

Section 9.3 - Claims and Appeals Procedures

The Plan Administrator shall adopt reasonable claims-and-appeals procedures pursuant to Department of Labor Regulations Section 2560.503-1.

Section 9.4 - Arbitration

Each Participant, Participating Employer or Beneficiary and the Trustees of the IUE-CWA Pension Fund hereby agrees to submit any appeal from an adverse decision of the Trustees to an arbitrator selected by the American Arbitration Association in accordance with the rules of its "Employee Benefit Plan Claims" arbitration rules.

Any Participant, Participating Employer or Beneficiary whose claim has been denied may initiate an arbitration under said rules provided that such proceeding is commenced by a written letter to any office of the American Arbitration Association within sixty (60) days following receipt from the Fund of the decision reached by the Board of Trustees. The request for arbitration must be accompanied by a copy of the denial of claim form, where available. The Association will then provide the claimant with a copy of its rules and the arbitration shall be conducted in accordance therewith.

The arbitrator shall give deference to the Board of Trustees' benefit eligibility decision and any interpretation of the Plan's terms upon which the decision was based. The arbitrator may overturn the Board of Trustees' decision only if the Board's interpretation of the Plan's terms was arbitrary and capricious or if the Board's decision was otherwise arbitrary and capricious. The Trustees, Participants, Beneficiaries and Employers who are the subject to the Pension Plan are bound by the decision of the arbitrator.

Section 9.5 - Actuarial Requirement

The Trustees shall engage the services of an enrolled actuary, on behalf of all Participants, to make annual actuarial valuations to determine that the pension benefits provided by the Plan are properly funded by the Contributions being made to the Pension Fund pursuant to the provisions of the Plan. The actuary shall determine the adequacy of the Contribution commitments on the basis of actuarial assumptions, which, in the aggregate, are reasonable, including a valuation of the assets of the Pension Fund based upon a reasonable actuarial method of valuation that takes into account fair market value. Furthermore, the actuary shall advise the Trustees as to anticipated liquidity needs of the Pension Fund and render such reports, certificates or opinions as may be required from time to time by the Trustees or pursuant to any of the provisions of the Employee Retirement Income Security Act of 1974 as amended from time to time or other applicable laws or regulations.

The Trustees shall certify to each Participating Employer and to the Union the results of such actuarial valuations. Notwithstanding anything herein to the contrary, the amount of benefits that will be provided shall not exceed the benefits actually available on the basis of such annual actuarial valuations.

Section 9.6 - Maintenance of the Pension Fund

In accordance with the provisions of the Agreement and Declaration of Trust, all of the funds of the Pension Fund shall be held by the Trustees in trust for use in providing benefits under the Plan and paying its expenses, provided that no part of the corpus or income of the trust shall be used for, or diverted to,

purposes other than the exclusive benefit of Participants, Pensioners, and their Beneficiaries, under the Plan, and provided that no person shall have any interest in, or right to any part of the earnings of any trust pertaining to this Plan, or any rights in, or to, or under such trust or any part of the assets thereof, except as and to the extent expressly provided for in the Plan.

Section 9.7 - Investment of Fund Assets

In accordance with the provisions of the Agreement and Declaration of Trust, the Trustees (1) may appoint as investment manager an organization or entity which has the power to manage, acquire, or to dispose of any asset of a plan as defined in the Employee Retirement Income Security Act of 1974 and which (i) is registered as an investment advisor under the Investment Advisor's Act of 1940, (ii) a bank as defined in that Act or (iii) an insurance company qualified to perform these services under the laws of more than one state of the United States; (2) may transfer to the investment manager all, or such part as they deem desirable, of the assets of the Fund; and (3) may enter into an agreement with the investment manager which shall be in such form and contain such provisions as the Trustees may deem appropriate and consistent with the provisions of the Employee Retirement Income Security Act of 1974, including, but not limited to, provisions relating to delegating to the investment manager, authority to manage, acquire or dispose of the assets of the Fund transferred to it, the acknowledgment by the investment manager it is a fiduciary with respect to the Plan formulated and adopted by the Trustees, the authority of the Trustees to amend the agreement with the investment manager, and the authority of the Trustees to settle the accounts of the investment manager on behalf of all persons having an interest in the Fund.

ARTICLE X

TERMINATION OF PARTICIPATING EMPLOYER AND WITHDRAWAL LIABILITY

Section 10.1 - Termination of Participating Employer

- a) A Participating Employer, except a Participating Service Employer, shall be considered a Withdrawn Employer if on or after September 26, 1980 the employer (1) permanently ceases to have an obligation to contribute to the Plan arising under one or more collective bargaining agreements with the Union or Negotiated agreements with the Trustees or (2) permanently ceases all covered operations under the Plan. The date of withdrawal is the date of the cessation of the obligation to contribute or the cessation of the covered operation, as applicable. A Withdrawn Employer shall be liable to the Plan for a withdrawal liability as set forth in this Article.

- b) A Participating Service Employer shall be considered a Withdrawn Employer, notwithstanding any provision of ERISA to the contrary, if (1) a Participating Service Employer ceases to have an obligation to contribute under the Plan, and (2) no successor Participating Service Provider performs work in the same facility of the type for which contributions were previously required and for which the successor Participating Service Employer is obligated to contribute to the Plan. The date of withdrawal is the date of the cessation of the obligation to contribute and the continuation of performance of such work or the resumption of such work, as applicable. A Withdrawn Employer shall be liable to the Plan for a withdrawal liability as set forth in this article.

An employer who ceases to exist because of a change in corporate structure or a change to an unincorporated form of business shall not be considered a Withdrawn Employer provided that the change in status does not cause an interruption in employer contributions or obligation to contribute. In addition, a withdrawal should not occur if a Participating Employer suspends contributions during a strike or other labor dispute.

If a principal purpose of any transaction is to evade or avoid liability, Article X shall be applied and liability shall be determined and collected without regard to such transaction.

Section 10.2 - Partial Termination of Participating Employer

A Participating Employer shall be considered a Partially Withdrawn Employer if:

- a) on or after September 26, 1980 there is a partial cessation of the employer's contribution obligation to the Plan if, during a Plan Year
 1. the employer permanently ceases to have an obligation to contribute under one or more but fewer than all collective bargaining agreements or participation under which the employer has been obligated to contribute under the Plan but continues to perform work in the jurisdiction of the collective bargaining agreements or Negotiated agreements of the type for which contributions were previously required or transfers such work to another location or to an entity or entities owned or controlled by the employer, or
 2. an employer permanently ceases to have an obligation to contribute under the Plan with respect to work performed at one or more but fewer than all of its facilities, but continues to perform work at the facility of the type for which the obligation to contribute ceased,

or

- b) on or after January 1, 1983 there is a seventy percent (70%) contribution decline. A seventy percent (70%) contribution decline will be determined as of the last day of any Plan Year if during each Plan Year in the Three Year Testing Period the employer's Hours do not exceed thirty percent (30%) of the employer's Hours for the High Base Year.

The date of partial withdrawal is the last day of the Plan Year during which the above described events occur. A Partially Withdrawn Employer shall be liable to the Plan for a partial withdrawal liability as set forth in this Article.

Section 10.3 - Method of Computing Withdrawal Liability

One-Pool Method Effective October 1, 2008

A Withdrawn Employer's proportional share of the balance of the Plan's unfunded vested liability as of the end of the Plan Year preceding the Plan Year in which the Withdrawn Employer withdraws shall, pursuant to Section 4211(c)(3) of ERISA, be the product of: the Plan's unfunded vested benefits as of the end of the Plan Year preceding the Plan Year in which the Withdrawn Employer withdraws, less the present value as of the end of such Plan Year of all outstanding claims for withdrawal liability that can reasonably be expected to be collected from employers withdrawing before such Plan Year, multiplied by a fraction:

- a) the numerator of which is the total amount required to be contributed by the Withdrawn Employer under the Plan for the ten (10) Plan Years preceding the Plan Year in which the Withdrawn Employer withdraws; and
- b) the denominator of which is the total amount contributed under the Plan by all employers for the ten (10) Plan Years preceding the Plan Year in which the Withdrawn Employer withdraws, increased by employer contributions owed with respect to earlier periods that were collected during those Plan Years, and decreased by any amount contributed to the Plan during those Plan Years by employers that withdrew from the Plan under this Section during those Plan Years.

Two-Pool Method Effective January 1, 2010

The amount of the unfunded vested benefits allocable to any Withdrawn Employer is the sum of the amounts determined under subparagraphs (a) and (b):

- a) The first amount is the product of:
 - 1. the Plan's unfunded vested benefits as December 31, 2008 reduced as if the obligations were being fully amortized in level annual installments over 15 years, beginning January 1, 2009, multiplied by:
 - 2. a fraction:
 - A. whose numerator is the sum of all contributions required of the Withdrawn Employer under the Plan for the last ten (10) Plan Years ending December 31, 2008, and

- B. whose denominator is the sum of all contributions made for the last ten (10) Plan Years ending December 31, 2008 by all employers that both had obligations to contribute under the Plan in 2009, and had not withdrawn from the Plan before that time.
- b) The second amount is the product of:
- 1. the Plan's unfunded vested benefits as of the end of the Plan Year preceding the one in which the Withdrawn Employer withdraws, reduced by the sum of: (a) the present value on that date of all reasonably collectible outstanding withdrawal claims with respect to employers withdrawing before that Plan Year, and (b) the portion of the remaining amount determined under Section 10.3(a) above allocable to employers having obligations to contribute both in the plan year before the withdrawal and in the 2009 Plan Year multiplied by:
 - 2. a fraction:
 - A. whose numerator is the total amount required in contributions from the Withdrawn Employer for the last ten (10) Plan Years ending before the date on which the Withdrawn Employer withdraws, and
 - B. whose denominator is: (i) the total amount contributed by all employers for the last ten (10) Plan Years ending before the date on which the employer withdraws, plus employer contributions owed for earlier periods which were collected in those Plan Years, but minus (ii) contributions from any employer who withdrew during those Plan Years.

Section 10.4 - Method of Computing Partial Withdrawal Liability

A Partially Withdrawn Employer's Withdrawal liability shall be the employer's Unfunded Vested Benefit as of the date of partial withdrawal (as noted in Section 10.2) adjusted as described in Section 10.6 below. The amount of Unfunded Vested Benefit allocable to a Partially Withdrawn Employer is the amount determined in Section 10.3 multiplied by one (1) minus a fraction

- a) the numerator of which is the employer's Hours for the Plan Year following the Plan Year in which the Partial Withdrawal occurred, and
- b) the denominator is the average of the employer's Hours for
 - 1. the five (5) Plan years immediately preceding the Plan Year in which the Partial Withdrawal occurs, or
 - 2. in the case of a Partial Withdrawal relating to a 70% contribution decline, the five (5) plan years immediately preceding the beginning of the Three-Year Testing Period.

Section 10.5 - Employer Sale of Assets

An employer shall not be liable upon the withdrawal or partial withdrawal of the employer (hereinafter in this section referred to as the "Seller") if such withdrawal or partial withdrawal occurs solely because, as a result of a bona fide, arm's length sale of assets to an unrelated party as defined in Section 4204(d) of ERISA (hereinafter in this section referred to as the "Purchaser"), the Seller ceases covered operations, and if:

- a) the Purchaser has an obligation to contribute to the Fund with respect to the operations for substantially the same number of hours for which the Seller had an obligation to contribute to the Fund, as determined by the Board of Trustees,
- b) the Purchaser provides to the Fund, for a period of 5 Plan Years commencing with the first Plan Year beginning after the sale of assets, a bond issued by a corporate surety that is an acceptable surety for purposes of Section 412 of ERISA, or an amount held in escrow by a bank or similar financial institution satisfactory to the Board of Trustees, in an amount equal to the greater of:
 - 1. the average annual contribution required to be made by the Seller with respect to the operations under the Fund for the 3 Plan Years preceding the Plan Year in which the sale of the Seller's assets occurs, or
 - 2. the annual contribution that the Seller was required to make with respect to the operations under the Fund for the last Plan Year before the Plan Year in which the sale of the Seller's assets occurs;

which bond or escrow shall be paid to the Fund if the Purchaser withdraws in a withdrawal or partial withdrawal from the Fund, or fails to make a contribution to the Fund when due, at any time during the first 5 Plan Years beginning after such sale, and

- c) the contract for sale provides that if the Purchaser withdraws in a withdrawal or partial withdrawal with respect to operations during such first 5 Plan Years, the Seller is secondarily liable for any withdrawal liability it would have had to the Fund with respect to the operations (but for this section) if the liability of the Purchaser with respect to the Fund is not paid. If the Purchaser withdraws before the last day of the fifth Plan Year beginning after the sale, and fails to make any withdrawal liability payment when due, then the Seller shall pay to the Fund the payments that would have been due from the Seller but for this subsection.

If all, or substantially all, of the Seller's assets are distributed, or if the Seller is liquidated before the end of the fifth Plan Year, then the Seller shall provide a bond or amount in escrow equal to the present value of the withdrawal liability the Seller would have had but for this subsection. If only a portion of the Seller's assets are distributed during such period, then a bond or escrow shall be required in accordance with regulations prescribed by the PBGC.

The liability of the party furnishing a bond or escrow under this subsection shall be reduced, upon payment of the bond or escrow to the Fund, by the amount thereof. For the purposes of this subsection, the liability of the Purchaser shall be determined as if the Purchaser were the Seller and had been required to contribute to the Fund the amount the Seller was required to contribute.

Section 10.6 - Limitation on Withdrawal Liability, De Minimis Rule

The following adjustments and limitations shall apply to a Participating Employer's withdrawal liability, as applicable.

- a) De Minimis Rule. The amount of the Unfunded Vested Benefit allocated to a Withdrawn Employer or Partially Withdrawn Employer under Section 10.3 or Section 10.4 shall be reduced by the lesser of
 - 1. 3/4 of 1% of the Plan's Unfunded Vested Liability determined as of the end of the Plan Year before the date of withdrawal, or

2. \$50,000 reduced by the amount the Unfunded Vested Benefit allocable to the Withdrawn Employer, without regard to this Section, exceeds \$100,000.

b) Section (a) will not apply

1. to a Participating Employer who withdraws in a Plan Year in which substantially all employers withdraw from the Plan, or
2. to a Participating Employer who withdraws pursuant to an agreement or arrangement to withdraw in which substantially all employers withdraw from the Plan during a period of one or more Plan Years.

In any action or proceedings to determine or collect withdrawal liability, if substantially all Participating Employers have withdrawn from a plan within a period of 3 plan years, a Participating Employer who has withdrawn from such plan during such period shall be presumed to have withdrawn from the Plan pursuant to an agreement or arrangement, unless the Participating Employer proves otherwise by a preponderance of the evidence.

- c) In the case of bona fide sale of all or substantially all of the Participating Employer's assets in an arm's length transaction to an unrelated party, the Unfunded Vested Benefits allocable to an employer after the application of the above other than a Participating Employer undergoing reorganization under Title 11, United States Code, or similar provisions of State law, shall not exceed the greater of
 1. a portion of the liquidation or dissolution value of the employer, determined after the sale or exchange of such assets or
 2. the Unfunded Vested Benefits attributable to employees of the Participating Employer.

The portion described in (1) above shall be determined in accordance with the following table:

If The Liquidation or Dissolution Value of the Participating Employer After the Sale or Exchange is:	The portion is:
Not more than \$2,000,000	30% of the amount.
More than \$2,000,000 but not more than \$4,000,000	\$600,000 plus 35 percent of the amount in excess of \$2,000,000
More than \$4,000,000 but not more than \$6,000,000	\$1,300,000 plus 40 percent of the amount in excess of \$4,000,000
More than \$6,000,000 but not more than \$7,000,000	\$2,100,000 plus 45 percent of the amount in excess of \$6,000,000
More than \$7,000,000 but not more than \$8,000,000	\$2,550,000 plus 50 percent of the amount in excess of \$7,000,000
More than \$8,000,000 but not more than \$9,000,000	\$3,050,000 plus 60 percent of the amount in excess of \$8,000,000

More than \$9,000,000 but not more than \$10,000,000	\$3,650,000 plus 70 percent of the amount in excess of \$ 9,000,000
More than \$10,000,000	\$4,350,000 plus 80 percent of the amount in excess of \$10,000,000.

- d) In the case of an insolvent Participating Employer undergoing liquidation or dissolution, the Unfunded Vested Benefits allocable to that Participating Employer shall not exceed an amount equal to the sum of
1. fifty percent (50%) of the Unfunded Vested Benefits allocable to the Participating Employer, determined without regard to this Section, and
 2. that portion of fifty percent (50%) of the Unfunded Vested Benefits allocable to the Participating Employer as determined under subsection (c) above which does not exceed the liquidation or dissolution value of the Participating Employer determined
 - A. as of the commencement of liquidation or dissolution, and
 - B. after reducing the liquidation or dissolution value of the Participating Employer by the amount determined under subsection (c).

Section 10.7 - Withdrawal Liability Waiver for Temporary Contribution Obligation Periods

A waiver of Withdrawal Liability shall be granted based on the following conditions.

- a) A Participating Employer who withdraws from the Plan in complete or partial withdrawal shall not be liable to the Plan if the Participating Employer
1. prior to the obligation to contribute to this Plan, did not have a pension plan in effect which provided benefits for the employees who subsequently became Participants in this Plan or if a pension plan was in effect, the plan was terminated and all Participants received the full value of their nonforfeitable benefit so that the Participating Employer had no liability for benefits under its prior plan upon becoming a Participating Employer of this Plan,
 2. first had an obligation to contribute to the Plan after September 26, 1980,
 3. commenced contributing to the Plan prior to February 1, 1990,
 4. had an obligation to contribute to the Plan for no more than 5 consecutive Plan Years preceding the date on which the Employer withdraws,
 5. was required to make contributions to the Plan for each Plan Year in an amount equal to less than two percent (2%) of the sum of all employer contributions made to the Plan for each Plan Year,
 6. has never avoided withdrawal liability because of the application of this Section with respect to the Plan, and

7. the ratio of assets of the Plan for the Plan Year preceding the first Plan Year for which the Participating Employer was required to contribute to the Plan to the benefit payments made during that Plan Year was at least eight (8) to one (1).

- b) A Participating Employer who withdraws from the Plan in complete or partial withdrawal and who had a prior plan in effect and merged such plan with this Plan as of the Participating Employer's Applicable Effective Date, thereby not meeting the conditions set forth in (a)(1) above, shall not be liable to this Plan for that portion of the Participating Employer's Withdrawal Liability resulting from benefits in excess of the "accrued benefit level under the prior plan" provided the subparagraphs (a)(2) through (a)(5) above are applicable.

For this purpose the "accrued benefit level under the prior plan" shall be based on the benefit level in effect under the prior plan as of the Applicable Effective Date and service through the date of merger.

In the event subsection (a) is applicable and the Withdrawing Employer is not liable to the Plan for any Withdrawal Liability, any benefits attributable to Past Service Credits with the Participating Employer shall not be payable to the Participant.

In the event subsection (b) is applicable and the Withdrawing Employer is not liable to the Plan for benefits in excess of the accrued benefit level under the prior plan, any excess benefits above the accrued benefit level under the prior plan attributable to Past Service Credits with the Participating Employer shall not be payable to the Participant. Any assets transferred upon merger, shall be included in the determination of the resulting Participating Employer's Withdrawal Liability.

In the event all or some of the assets of a Participating Employer are sold, the provisions of this Section shall not be applicable to the purchaser if, as a result of such sale of assets, the purchaser becomes obligated to contribute to the Fund.

Section 10.8 - Employer Withdrawal Liability Annual Payments, Payment Schedule, Limitation on Annual Payments and Default Rules

The amount of each annual payment made by the Withdrawing Employer toward the Withdrawal Liability shall be the product of:

- a) the average annual number of Hours for the period of three (3) consecutive plan years, during the period of ten (10) consecutive plan years ending before the Plan Year in which the withdrawal occurs, in which the number of hours for which the Participating Employer had an obligation to contribute under the Plan is the highest, and
- b) the highest contribution rate at which the Participating Employer had an obligation to contribute under the Plan during the ten (10) Plan Years ending with the Plan Year in which the withdrawal occurs.

In the case of a partial withdrawal the amount of each annual payment shall be the product of the amount determined above multiplied by the fraction determined in Section 10.4.

Except as provided below a Participating Employer shall pay the amount determined over the period of years necessary to amortize the amount in level annual payments calculated as if the first payment were made on the first day of the Plan Year following the Plan Year in which the withdrawal occurs and as if each subsequent payment were made on the first day of each subsequent Plan Year.

The determination of the amortization period shall be based on the assumptions used for the most recent actuarial valuation for the Plan.

In any case in which the amortization period exceeds twenty (20) years, the employer's liability shall be limited to the first twenty (20) annual payments.

Each annual payment shall be payable in four (4) equal installments due quarterly, or at other intervals as agreed upon between the Trustees and the Withdrawn Employer. If a payment is not made when due, interest on the payment shall accrue from the due date until the date on which the payment is made.

The Withdrawn Employer shall be entitled to prepay the outstanding amount of the unpaid annual withdrawal liability payments plus accrued interest, if any, in whole or in part, without penalty. If the prepayment is made pursuant to a withdrawal which is later determined to be part of a withdrawal described in Section 10.6(b) the withdrawal liability of the Participating Employer shall not be limited to the amount of the prepayment.

In the event of a default, the Trustees may require immediate payment of the outstanding amount of an employer's withdrawal liability, plus the greater of i) accrued interest at rates based on prevailing market rates for comparable obligations on the total outstanding liability from the due date of the first payment which was not timely made or ii) liquidated damages in an amount not to exceed twenty percent (20%) of the outstanding liability. For purposes of this Section, the term "default" means

- (1) the failure of a Participating Employer to make, when due, any payment under this Section, if the failure is not cured within 60 days after the Participating Employer receives written notification from the plan sponsor of such failure, and
- (2) any other event defined in rules adopted by the Plan which indicates a substantial likelihood that a Participating Employer will be unable to pay its withdrawal liability.

In the case in which the Plan terminates by the withdrawal of every employer from the Plan, or in which substantially all the Participating Employers withdraw from a plan pursuant to an agreement or arrangement to withdraw from the Plan

- (1) the liability of each such Participating Employer who has withdrawn shall be determined (or re-determined) without regard to the twenty (20) year payment limitation noted above, and
- (2) notwithstanding any other provision of this part, the total Unfunded Vested Benefits of the Plan shall be fully allocated among all such Participating Employers in a consistent manner.

In the case of a Plan termination, a Participating Employer's obligation to make payments under this Section ceases at the end of the Plan Year in which the assets of the Plan (exclusive of withdrawal liability claims) are sufficient to meet all obligations of the Plan, as determined by the Pension Benefit Guaranty Corporation.

Section 10.9 - Participating Employer Withdrawal Liability Notification Procedure

A Participating Employer shall, within 30 days after a written request from the Trustees, furnish such information as the Trustees reasonably determine to be necessary to enable the Trustees to comply with the requirements of this Section.

- a) As soon as practicable after a Participating Employer's complete or partial withdrawal, the Trustees shall notify the Participating Employer of
 1. the amount of the liability, and
 2. the schedule of liability payments, and
 3. demand payment in accordance with the schedule.
- b) No later than 90 days after the Participating Employer receives the notice described above, the Participating Employer
 1. may ask the Trustees to review any specific matter relating to the determination of the Participating Employer's liability and the schedule of payments,
 2. may identify any inaccuracy in the determination of the amount of the Unfunded Vested Benefits allocable to the Participating Employer, and
 3. may furnish any additional relevant information to the Trustees.
- c) After a reasonable review of any matter raised, the Trustees shall notify the Participating Employer of
 1. the Trustees' decision,
 2. the basis for the decision, and
 3. the reason for any change in the determination of the Participating Employer's liability or schedule of liability payments.

Withdrawal liability shall be payable in accordance with the schedule set forth by the Trustees in Section 10.8 beginning no later than 60 days after the date of the demand notwithstanding any request for review or appeal of determinations of the amount of such liability or of the schedule.

Section 10.10 - Information Furnished to Participating Employers

The Administrator shall provide to a Participating Employer upon request and without charge the following information regarding Employer Withdrawal Liability.

- a) The method that the Plan uses to calculate the Participating Employer's allocable share of the Unfunded Vested Benefit, which method may be referred to as the Attributable Method.
- b) The total amount of the Plan's Unfunded Vested Benefit.
- c) The total value of Participating Employer contributions.
- d) A description of the free look rules detailed in Section 10.7.

The Participating Employer must make any request in writing to the Plan Trustees.

The Administrator may provide additional information, including an estimate of the Participating Employer's potential withdrawal liability based on information unique to the Participating Employer,

such as the amount of the Participating Employer's total contributions used in the calculation of the Withdrawal Liability, however, the Plan may charge a reasonable fee for preparing and furnishing this information.

Section 10.11 - Resolution of Disputes

Any dispute between an employer and the Trustees concerning a determination made regarding withdrawal shall be resolved in accordance with the Multiemployer Pension Plan Arbitration Rules for Withdrawal Liability Disputes of the American Arbitration Association of New York, New York. All hearings in any such arbitration proceeding shall take place in New York, New York. Either party may initiate the arbitration proceeding within a 60-day period after the earlier of

- (1) the date of notification to the Participating Employer under Section 10.9(c), or
- (2) 120 days after the date of the Participating Employer's request under Section 10.9(b).

The parties may jointly initiate arbitration within the 180-day period after the date of the Trustees' demand under Section 10.9(a).

The Trustees may purchase insurance to cover potential liability of the arbitrator. If the parties have not provided for the costs of the arbitration, including arbitrator's fees, by agreement, the arbitrator shall assess such fees. The arbitrator may also award reasonable attorney's fees.

For purposes of any proceeding under this Section, any determination made by the Trustees under this Article is presumed correct unless the party contesting the determination shows by a preponderance of the evidence that the determination was unreasonable or clearly erroneous.

In the case of the determination of a plan's unfunded vested benefits for a plan year, the determination is presumed correct unless a party contesting the determination shows by a preponderance of evidence that

- (1) the actuarial assumptions and methods used in the determination were, in the aggregate, unreasonable (taking into account the experience of the Plan and reasonable expectations), or
- (2) the Plan's actuary made a significant error in applying the actuarial assumptions or methods.

If no arbitration proceeding has been initiated, the amounts demanded by the Trustees shall be due and owing on the schedule set forth by the Trustees. The Trustees may bring an action in a State or Federal court of competent jurisdiction for collection.

Upon completion of the arbitration proceedings in favor of one of the parties, any party thereto may bring an action, no later than 30 days after the issuance of an arbitrator's award, in an appropriate United States district court to enforce, vacate, or modify the arbitrator's award.

Any arbitration proceedings under this Section shall be conducted in the same manner, subject to the same limitations, carried out with the same powers (including subpoena power), and enforced in United States courts as an arbitration proceeding carried out under Title 9, United States Code.

In any proceeding such there shall be a presumption, refutable only by a clear preponderance of the evidence, that the findings of fact made by the arbitrator were correct.

Payments shall be made by a Participating Employer in accordance with the determinations made under this part until the arbitrator issues a final decision with respect to the determination submitted for arbitration, with any necessary adjustments in subsequent payments for overpayments or underpayments arising out of the decision of the arbitrator with respect to the determination. If the Participating Employer fails to make timely payment in accordance with such final decision, the Participating Employer shall be treated as being delinquent in the making of a contribution required under the Plan.

ARTICLE XI

PLAN TERMINATION

Section 11.1 - Termination of Plan by Trustees

The Plan may be terminated by the Trustees only with the consent of the Union and a majority of the Participating Employers, pursuant to the provisions of the Agreement and Declaration of Trust. In the event of Plan termination or partial termination, all amounts funded to date of termination or partial termination, shall be non-forfeitable and all the assets of the Pension Fund after payment of expenses, fees and other charges under the Plan not previously paid shall be used for the exclusive benefit of Participants, Vested Participants, Pensioners, and their Beneficiaries, and shall be allocated in shares determined by the Trustees on the basis of the Actuarial Value of the benefits to be provided to such individuals in the following order:

- a) To provide that part of each Participant's accrued benefit which is derived from the Participant's contributions required by law as described in Article I, Section 1.10.
- b) If the same is not already done, to provide the pension benefits called for under the Plan for those Pensioners or Beneficiaries who have been receiving monthly payments for three (3) years or former Participants or Participants who would have been receiving payments for three (3) years if they had been eligible to and elected to retire three (3) years ago, in both cases based on the terms of the Plan in effect five (5) years preceding the date of termination of the Plan, reduced to reflect any allocation made pursuant to the foregoing.
- c) If the same has not already been done, to provide the pension benefits called for under the Plan that are guaranteed by the Pension Benefit Guaranty Corporation, reduced to reflect any allocations made pursuant to the foregoing.
- d) If the same has not already been done, to provide all other benefits that, pursuant to Article V, Sections 5.1, 5.2, 5.3, 5.4, 5.5, 5.6, 5.7 and 5.9 are non-forfeitable, reduced to reflect any allocations made pursuant to the foregoing.
- e) If the same has not already been done, to provide all other accrued benefits under the Plan, reduced to reflect any allocations made pursuant to the foregoing.

If the pension benefits to which the Participants, Pensioners, former Participants or Beneficiaries of any of the above-described classes are entitled cannot be provided, then the assets available for such class shall be allocated pro rata among such Participants, Pensioners, Vested Participants or Beneficiaries, based upon the Actuarial Value of the pension benefit described in that class.

If after following the order of allocation set forth above there are any assets remaining, then the amount of such assets shall be allocated pro rata among the classes in (b) through (e) based upon the total Actuarial Value of the pension benefits provided to those combined classes.

Section 11.2 - Distribution Upon Termination

Unless the Pension Benefit Guaranty Corporation specifies procedures to the contrary, the Trustees may require that all shares be withdrawn in cash, may purchase immediate or deferred annuity contracts providing for the payment of pension benefits in the amount which the share will purchase, or may make benefit payments in accordance with the terms of the Plan, based on the share allocated to each

Participant through the continuance of the existing trust, or the creation of a new trust or trusts, or in any combination of the foregoing, as they may determine.

Section 11.3 - Limitation Concerning Highly Compensated Employees or Highly Compensated Former Employees

a) Application

The provisions of this Section shall apply (i) in the event the Plan is terminated, to any Participant who is a highly compensated employee or highly compensated former employee (as those terms are defined in Section 414(q) of the Code) of the Participating Employer and (ii) in any other event, to any Participant who is one of the 25 highly compensated employees or highly compensated former employees of the Participating Employer with the greatest compensation in any Plan Year. The amount of the annual payments to any one of the Participants to whom this Section applies shall not be greater than an amount equal to the annual payments that would be made on behalf of the Participants during the year under a single life annuity that is the Actuarial Equivalent of the sum of the Participant's accrued benefit and the Participant's other benefits under the Plan.

b) Inapplicability

If, (i) after payment of pension or other benefits to any one of the Participants to whom this Section applies, the value of Plan assets equals or exceeds 110 per cent of the value of current liabilities (as that term is defined in Section 412(I)(7) of the Code) of the Plan, (ii) the value of the accrued benefit and other benefits of any one of the Participants to whom this Section applies is less than one percent of the value of current liabilities of the Plan, or (iii) the value of the benefits payable to a Participant to whom this Section applies does not exceed the amount described in Section 411(a)(11)(A) of the Code, the provisions of paragraph (a) above will not be applicable to the payment of benefits to such Participant.

c) Repayment

If any Participant to whom this Section applies elects to receive a lump sum payment in lieu of his pension and the provisions of paragraph (b) above are not met with respect to such Participant, the Participant shall be entitled to receive his benefits in full provided he shall agree to repay to the Plan any portion of the lump sum payment which would be restricted by operation of the provisions of paragraph (a), and shall provide adequate security to guarantee that repayment.

d) Nondiscrimination

Notwithstanding paragraph (a) of this Section, in the event the Plan is terminated, the restrictions of this Section shall not be applicable if the benefits payable to any highly compensated employee and any highly compensated former employee is limited to a benefit that is nondiscriminatory under Section 401(a)(4) of the Code.

e) Section to be Ineffective

If it should subsequently be determined by statute, court decision acquiesced in by the Commissioner of Internal Revenue, or ruling by the Commissioner of Internal Revenue, that the provisions of this Section are no longer necessary to qualify the Plan under the Code, this Section shall be ineffective without the necessity of further amendment to the Plan.

ARTICLE XII

MISCELLANEOUS PROVISIONS

Section 12.1 - Assignment or Anticipation of Benefits

- a) No benefit shall be subject to any manner of anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, charge or otherwise subject to lien and any attempt so to anticipate, alienate, sell, transfer, assign, pledge, encumber, charge or otherwise subject to lien, the same shall be void and nor shall any such benefit be in any manner liable for or subject to the debts, contracts, liabilities, engagements, or torts of the person entitled to such benefit, except to the extent provided for by a Qualified Domestic Relations Order as defined in Section 414(p) of the Code.
- b) Notwithstanding the foregoing, a Participant's benefits may be offset against an amount that the Participant is ordered or required to pay if (i) the order or requirement to pay arises (A) under a judgment of conviction for a crime involving such plan, (B) under a civil judgment (including a consent order or decree) entered by a court in an action brought in connection with a violation of part 4 of subtitle B of Title I of ERISA or (C) pursuant to a settlement between the Secretary of Labor and the Participant, or a settlement agreement between the Pension Benefit Guaranty Corporation and the Participant in connection with a violation (or alleged violation) of part 4 of such subtitle by a fiduciary or any other person; (ii) the judgment, order, decree or settlement agreement expressly provides for the offset of all or part of the amount ordered or required to be paid to the Plan against the Participant's benefits provided under the Plan; or (iii) in a case in which the survivor annuity requirements apply with respect to distributions from the Plan to the Participant, if the Participant has a Spouse at the time at which the offset is to be made, (A) either such Spouse has consented in writing to such offset and such consent is witnessed by a notary public or Plan representative, or an election to waive the right of the Spouse to a qualified joint and survivor annuity is in effect, (B) such Spouse is ordered or required in such judgment, order, decree or settlement to pay an amount to the Plan in connection with a violation of part 4 of such subtitle or (C) in such judgment, order, decree or settlement, such Spouse retains the right to receive the qualified joint and survivor annuity determined in accordance with Section (c) below.
- c) The survivor annuity described in (b) above shall be determined as if (i) the Participant terminated employment on the date of the offset, (ii) there was no offset, (iii) the Plan permitted commencement of benefits only on or after normal retirement age and (iv) the Plan provided only the minimum required qualified joint and survivor annuity. For purposes of this Section, "minimum required qualified joint and survivor annuity" means the qualified joint and survivor annuity which is the actuarial equivalent of the Participant's accrued benefit and under which the survivor annuity is fifty percent of the amount of the annuity which is payable during the joint lives of the Participant and the Spouse.

Section 12.2 - General Undertaking of All Parties

All parties to this Plan and all persons claiming any interest whatsoever hereunder agree to perform any and all acts and execute any and all documents and papers which may be necessary or desirable for the carrying out of this Plan or any of its provisions.

Section 12.3 - Agreement to Bind Heirs, Etc.

This agreement shall be binding upon the heirs, executors, administrators, successors and assigns, as such terms shall apply, of any and all parties hereto present and future.

Section 12.4 - Invalidity of Certain Provisions

If any provision of this Plan shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof and this Plan shall be construed and enforced as if such provision had not been included.

Section 12.5 - Right to Employment

Nothing contained in the Plan or the establishment of the Trust thereunder or any modification thereof, or the creation of any fund or account for the payment of any benefit, shall be construed to give any Participant, former Participant, Pensioner or Beneficiary any right to employment or continued employment with an Employer which he would not have had, had the Plan not been created.

Section 12.6 - Settlement of Small Pensions

In the event that the lump sum value of the pension provided for any Participant or surviving Spouse of the Plan is \$1,000 or less, the Trustees shall cause such pension to be satisfied by the payment to the Participant or surviving Spouse of the lump sum amount. The lump sum shall be calculated utilizing the interest rate specified for lump sums in Section 1.2.

In the event that the lump sum value of the pension provided for any Participant or surviving Spouse of the Plan is in excess of \$1,000 but is less than or equal to \$5,000, the Participant or surviving Spouse may, in accordance with the procedures in Article IX, elect to cause such pension to be satisfied by the payment to the Participant or surviving Spouse of either the normal form of payment as provided in Section 6.1 or the lump sum amount.

In the event that the lump sum value of the pension provided for any Participant or surviving Spouse of the Plan is in excess of \$5,000 but less than \$10,000, the Participant or surviving Spouse may, in accordance with the procedures in Article IX, elect to cause such pension to be satisfied by the payment to the Participant or surviving Spouse of either the normal form of payment as provided in Section 6.1 or the lump sum amount, subject to the consent requirements set forth in Section 6.5 of the Plan.

In the event that a terminated Vested Participant is in receipt of a Social Security Disability Pension but is not eligible for Disability benefits from the Plan and the lump sum value of the pension provided for such Vested Participant does not exceed \$6,000, the participant may, in accordance with the procedures in Article IX, elect to cause such pension to be satisfied by the payment of either the normal form of payment as provided in Section 6.1 or the lump sum amount, subject to the consent requirements set forth in Section 6.5 of the Plan.

The lump sum may be payable to a Participant under either of the two preceding paragraphs if:

- a) the Participant has ceased to be an Active Participant for a period of three (3) months or more or,
- b) at the time he ceased to be an Active Participant, his Employer permanently ceased all covered operations at the Participant's location.

Factors to convert a monthly benefit payable to a Participant or Surviving Spouse to an equivalent lump sum value shall be determined in accordance with Section 1.2.

Section 12.7 - Forfeitures

Forfeitures, if any, will not be applied to increase the pension benefits any Participant would otherwise receive under the Plan.

Section 12.8 - Internal Revenue Service Qualification

The Plan is established as a Plan intended to be qualified under appropriate sections of the Internal Revenue Code. Accordingly, no benefits shall be payable under the terms of the Plan until the first of the month following the month in which the Plan has been approved as a qualified plan, nor shall any increases in benefits be paid under the terms of the Plan until the first of the month following the date the Plan, as modified by such benefit increases, has been approved as a qualified plan. However, the Trustees, in their sole discretion, by rules uniformly applicable to all persons similarly situated, may elect to provide benefits under the terms of the Plan as established pending Internal Revenue Service approval and, in such event, the Trustees may recover any excess benefits paid by adjusting future benefits, or by requiring repayment by the recipient of such benefit, should any such adjustment or recovery be required as a result of amendments or other actions taken in the course of obtaining an Internal Revenue Service determination that the Plan is approved as a qualified plan under the Internal Revenue Code.

Section 12.9 - Governing Law

Subject to the provisions of ERISA and to the extent not superseded by Federal law, the Plan shall be construed, administered and enforced in accordance with the laws of the State of New Jersey.

Section 12.10 - Withholding Taxes

The Trustees may make any appropriate arrangements to deduct from all amounts paid under the Plan any taxes required to be withheld by any government or government agency. The Participant and/or his Beneficiary shall bear all taxes on amounts paid under the Plan to the extent that no taxes are withheld, irrespective of whether withholding is required.

Section 12.11 - Number of Counterparts

This Plan may be executed in any number of counterparts, each of which when duly executed by the Trustees shall be deemed to be an original, but all of which together shall constitute but one instrument which may be evidenced by any counterpart.

Section 12.12 - Effective Date

The effective date of the Plan is January 1, 1958. The effective date of the Plan as amended and restated herein is January 1, 2009.

ARTICLE XIII

LIMITATIONS OF BENEFITS

The limitations of this Article shall apply in limitation years beginning on January 1, 2008, except as otherwise provided herein. The definition of certain words and phrases in this Article shall supersede the definition for such words and phrases contained in Article I. Defined terms are capitalized.

Section 13.1 - Annual Benefit.

The Annual Benefit otherwise payable to a Participant at any time will 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, the benefit must be limited (or the rate of accrual reduced) to a benefit that does not exceed the Maximum Permissible Benefit.

If a Participant is, or has ever been, a participant in another qualified defined benefit plan (without regard to whether the plan has been terminated), other than multiemployer plans, maintained by the employer or a predecessor employer, the sum of the Participant's Annual Benefits from all such plans may not exceed the Maximum Permissible Benefit. Where the Participant's employer provided benefits under all such defined benefit plans (determined as of the same age) would exceed the Maximum Permissible Benefit applicable at that age, the employer shall limit the participant's benefit accrual.

The application of the provisions of this Article shall not cause the Maximum Permissible Benefit for any Participant to be less than the Participant's accrued benefit under all the defined benefit plans of the employer or a predecessor employer as of the end of the last Limitation Year beginning before July 1, 2007 under provisions of the plans that were both adopted and in effect before April 5, 2007.

The limitations of this Article shall be determined and applied taking into account the rules in Section 13.3 below.

Section 13.2 - Definitions.

- a) Annual Benefit: A benefit that is payable annually in the form of a single life annuity. Except as provided below, where a benefit is payable in a form other than a single life annuity, the benefit must be adjusted to an actuarially equivalent single 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 starting date has occurred shall be made without regard to Section 1.401(a)-20, Q&A 10(d), and with regard to Section 1.415(b)-1(b)(1)(iii)(B) and (C) of the Regulations.

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 Regulations Section 1.411(d)-4, Q&A-3(c), but shall disregard benefits attributable to Employee contributions or rollover contributions.

Effective for distributions in Plan Years beginning after December 31, 2003, the determination of actuarial equivalence of forms of benefit other than a "Straight Life Annuity" shall be made in accordance with (i) or (ii) 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)).
 - A. "Limitation Years" beginning before July 1, 2007. For "Limitation Years" beginning before July 1, 2007, the actuarially equivalent "Straight Life Annuity" is equal to 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 whichever of the following produces the greater annual amount: (I) the interest rate and mortality table (or other tabular factor) specified in the Plan for adjusting benefits in the same form; and (II) 5% interest rate assumption and the Applicable Mortality Table for that Annuity Starting Date.
 - B. "Limitation Years" beginning on or after July 1, 2007. For "Limitation Years" beginning on or after July 1, 2007, 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 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 13.2(a)(1) above. In this case, the actuarially equivalent "Straight Life Annuity" shall be determined as follows:
 - A. Annuity Starting Date in Plan Years Beginning After 2005. If the Annuity Starting Date of the Participant's form of benefit is in a Plan Year beginning after 2005, 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 percent interest rate assumption and the Applicable Mortality Table; 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, divided by 1.05.

- B. Annuity Starting Date in Plan Years Beginning in 2004 or 2005. If the Annuity Starting Date of the Participant's form of benefit is in a Plan Year beginning in 2004 or 2005, except as provided in the transition rule of (iii) below (if elected), the actuarially equivalent "Straight Life Annuity" is equal to 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 whichever of the following produces the greater annual amount: (I) the interest rate and mortality table (or other tabular factor) specified in the Plan for adjusting benefits in the same form; and (II) a 5.5% interest rate assumption and the Applicable Mortality Table .
- C. Transition rule. If the Annuity Starting Date of the Participant's benefit is on or after the first day of the first Plan Year beginning in 2004 and before December 31, 2004, the application of Section 13.2(a)(2) shall not cause the amount payable under the Participant's form of benefit to be less than the benefit calculated under the Plan, taking into account the limitations of this Article, except that the actuarially equivalent "Straight Life Annuity" is equal to 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 whichever of the following produces the greatest annual amount: (I) the interest rate and mortality table (or other tabular factor) specified in the Plan for adjusting benefits in the same form; (II) the Applicable Interest Rate and Applicable Mortality Table ; and (III) the applicable interest rate (as defined in the Plan in effect on the last day of the last Plan Year beginning before January 1, 2004, under provisions of the Plan then adopted and in effect) and the Applicable Mortality Table.
- b) Defined Benefit Compensation Limitation: For Limitation Years prior to 2002, 100% of a Participant's High Three-Year Average Compensation, payable in the form of a single life annuity. In the case of a Participant who has severance from employment, the Defined Benefit Compensation Limitation applicable to the Participant will be automatically adjusted by multiplying such limitation by the cost-of-living adjustment factor prescribed by the Secretary of the Treasury under Section 415(d) of the Code in such manner as the Secretary shall prescribe. The adjusted compensation limit will 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. In the case of a Participant who is rehired after a "Severance from Employment," the "Defined Benefit Compensation Limitation" is the greater of 100% of the Participant's "High Three-Year Average Compensation," as determined prior to the "Severance from Employment," as adjusted pursuant to the preceding paragraph, if applicable; or 100% of the Participant's "High Three-Year Average Compensation," as determined after the "Severance from Employment."

- c) Defined Benefit Dollar Limitation means, effective for "Limitation Years" ending after December 31, 2001, \$160,000, 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. The automatic annual adjustment of the "Defined Benefit Dollar Limitation" under Code 415(d) shall apply to Participants who have had a separation from employment (including retirees).
- d) Employer means, for purposes of this Article, the Employers that have adopted the Plan, and all members of a controlled group of corporations, as defined in Code Section 414(b), as modified by Code Section 415(h)), all commonly controlled trades or businesses (as defined in Code Section 414(c), as modified, except in the case of a brother-sister group of trades or businesses under common control, by Code Section 415(h)), or affiliated service groups (as defined in Code Section 414(m)) of which the adopting Employer is a part, and any other entity required to be aggregated with the employer pursuant to Code Section 414(o).
- e) 415 Compensation shall have the meaning as provided under Code § 415(c)(3), and Regulation § 1.415(c)-2. 415 Compensation shall be adjusted, as set forth herein, for "Regular Pay" 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 § 414(b), (c), (m) or (o)). However, Regular Pay 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 of employment that is not described in the following types of compensation is not considered 415 Compensation within the meaning of Code § 415(c)(3), even if payment is made within the time period specified above. 415 Compensation shall include Regular Pay after severance of employment only if: (A) 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 (B) 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.

For purposes of 415 Compensation, as well as compensation for purposes of determining highly compensated employees pursuant to Code Section 414(q) and for top-heavy purposes under Code Section 416 (including the determination of key employees), the following elections apply: (1) include payments for unused accrued bona fide sick, vacation or other leave, (2) exclude payments from nonqualified unfunded deferred compensation plans that is includible in the Participant's gross income, (3) include salary continuation payments for participants on military service (as that term is used in Code § 414(u)(1)) to the extent those payments do not exceed the amounts the individual would have received if the individual had continued to perform services for the Employer rather than entering qualified military service, and (4) exclude salary continuation payments for a Participant who is permanently and totally disabled (as defined in Code § 22(e)(3)).

415 Compensation for a limitation year shall not include amounts earned but not paid during the limitation year solely because of the timing of pay periods and pay dates. Participants may not make elective deferrals with respect to amounts that are not 415 Compensation. Code § 415(c)(3) Compensation for any limitation year shall not exceed the annual compensation limit of Code § 401(a)(17).

415 Compensation shall include amounts that are includible in the gross income of a Participant under the rules of Code Section 409A or Code Section 457(f)(1)(A) or because the amounts are constructively received by the Participant.

415 Compensation paid or made available during a Limitation Year shall include any elective deferral (as defined in Section 402(g)(3) of the Code), and any amount which is contributed or deferred by the Employer at the election of the Employee and which is not includible in the gross income of the Employee by reason of Section 125 or 457 of the Code. For Limitation Years beginning after December 31, 2000, Compensation shall also include any elective amounts that are not includible in the gross income of the Employee by reason of Section 132(f)(4) of the Code.

- f) Formerly Affiliated Plan of the Employer means a plan that, immediately prior to the cessation of affiliation, was actually maintained by the Employer and, immediately after the cessation of affiliation, is not actually maintained by the Employer. For this purpose, "cessation of affiliation" means the event that (i) causes an entity to no longer be considered the 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 Employer, such as transfer of plan sponsorship outside a controlled group.
- g) High Three-Year Average Compensation means the average 415 Compensation for the three consecutive Years of Service (or, if the Participant has less than three consecutive Years of Service, the Participant's longest consecutive period of service, including fractions of years, but not less than one year) with the Employer that produces the highest average. A Participant's 415 Compensation for a Year of Service shall not include 415 Compensation in excess of the limitation under Code Section 401(a)(17) that is in effect for the calendar year in which such Year of Service begins. For purposes of this definition, a Year of Service with the Employer is the 12-consecutive month period defined in the Plan which is used to determine 415 Compensation under the Plan.

In the case of a Participant who is rehired by the Employer after a "Severance from Employment," the Participant's "High Three-Year Average Compensation" shall be calculated by excluding all years for which the Participant performs no services for and receives no 415 Compensation from the Employer (the break period) and by treating the years immediately preceding and following the break period as consecutive.

- h) Limitation Year means the calendar year that is used to apply the Code Section 415 limitations.
- i) Maximum Permissible Benefit: The Maximum Permissible Benefit is the lesser of the Defined Benefit Dollar Limitation or the Defined Benefit Compensation Limitation (both adjusted where required below):
 - 1. Adjustment for Less Than 10 Years of Participation or Service: If the Participant has less than 10 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 (10). In the case of a Participant who has less than ten Years of Service with the Employer, the "Defined Benefit Compensation Limitation" shall be multiplied by a fraction -- (i) the numerator of which is the number of "Years of Service" with the Employer (or part thereof, but not less than one year), and (ii) the denominator of which is ten (10).

2. Adjustment of "Defined Benefit Dollar Limitation" for Benefit Commencement before Age 62 or after Age 65: Effective for benefits commencing in "Limitation Years" ending after December 31, 2001, 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 13.2(i)(2)(A), as modified by Section 13.2(i)(2)(C). If the Annuity Starting Date is after age 65, the "Defined Benefit Dollar Limitation" shall be adjusted under Section 13.2(i)(2)(B), as modified by Section 13.2(i)(2)(C).
 - A. Adjustment of "Defined Benefit Dollar Limitation" for Benefit Commencement before Age 62:
 - i. "Limitation Years" Beginning Before July 1, 2007. If the Annuity Starting Date for the Participant's benefit is prior to age 62 and occurs in a "Limitation Year" beginning before July 1, 2007, the "Defined Benefit Dollar Limitation" for the Participant's Annuity Starting Date is the annual amount of a benefit payable in the form of a "Straight Life Annuity" commencing at the Participant's Annuity Starting Date that is the actuarial equivalent of the "Defined Benefit Dollar Limitation" (adjusted under Section 13.2(i)(1) for years of participation less than ten (10), if required) with actuarial equivalence computed using whichever of the following produces the smaller annual amount: (1) the interest rate and mortality table (or other tabular factor) specified in the Plan; or (2) a five-percent (5%) interest rate assumption and the Applicable Mortality Table.
 - ii. "Limitation Years" Beginning on or After July 1, 2007.
 - (a) Plan Does Not Have Immediately Commencing "Straight Life Annuity" Payable at both Age 62 and the Age of Benefit Commencement. If the Annuity Starting Date for the Participant's benefit is prior to age 62 and occurs in a "Limitation Year" beginning on or after July 1, 2007, and the Plan does not have an immediately commencing "Straight Life Annuity" payable at both age 62 and the age of benefit commencement, the "Defined Benefit Dollar Limitation" for the Participant's Annuity Starting Date is the annual amount of a benefit payable in the form of a "Straight Life Annuity" commencing at the Participant's Annuity Starting Date that is the actuarial equivalent of the "Defined Benefit Dollar Limitation" (adjusted under Section 13.2(i)(1) for years of participation less than ten (10), if required) with actuarial equivalence computed using a five-percent (5%) interest rate assumption and the Applicable Mortality Table for the Annuity Starting Date as defined in the Plan (and expressing the Participant's age based on completed calendar months as of the Annuity Starting Date).
 - (b) Plan Has Immediately Commencing "Straight Life Annuity" Payable at both Age 62 and the Age of Benefit Commencement. If the Annuity Starting Date for the Participant's benefit is prior to age 62 and occurs in a "Limitation Year" beginning on or after July 1, 2007, and the Plan has an immediately commencing "Straight Life Annuity" payable at both age 62 and the age of benefit commencement, the "Defined Benefit Dollar Limitation" for the Participant's Annuity Starting Date is the lesser of the limitation determined under Section 13.2(i)(2)(A)(ii)(a) and the "Defined Benefit Dollar Limitation" (adjusted under Section 13.2(i)(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:

- i. "Limitation Years" Beginning Before July 1, 2007. If the Annuity Starting Date for the Participant's benefit is after age 65 and occurs in a Limitation Year beginning before July 1, 2007, the "Defined Benefit Dollar Limitation" for the Participant's Annuity Starting Date is the annual amount of a benefit payable in the form of a "Straight Life Annuity" commencing at the Participant's Annuity Starting Date that is the actuarial equivalent of the "Defined Benefit Dollar Limitation" (adjusted under Section 13.2(i)(1) for years of participation less than ten (10), if required) with actuarial equivalence computed using whichever of the following produces the smaller annual amount: (1) the interest rate and mortality table (or other tabular factor) specified in the Plan; or (2) a five-percent (5%) interest rate assumption and the Applicable Mortality Table.
- ii. "Limitation Years" Beginning Before July 1, 2007.
 - (a) Plan Does Not Have Immediately Commencing "Straight Life Annuity" Payable at both Age 65 and the Age of Benefit Commencement. If the annuity starting date for the Participant's benefit is after age 65 and occurs in a "Limitation Year" beginning on or after July 1, 2007, and the Plan does not have an immediately commencing "Straight Life Annuity" payable at both age 65 and the age of benefit commencement, the "Defined Benefit Dollar Limitation" at the Participant's Annuity Starting Date is the annual amount of a benefit payable in the form of a "Straight Life Annuity" commencing at the Participant's Annuity Starting Date that is the actuarial equivalent of the "Defined Benefit Dollar Limitation" (adjusted under Section 13.2(i)(1) for years of participation less than 10, if required), with actuarial equivalence computed using a 5% interest rate assumption and the Applicable Mortality Table for that Annuity Starting Date as defined in the Plan (and expressing the Participant's age based on completed calendar months as of the Annuity Starting Date).
 - (b) Plan Has Immediately Commencing "Straight Life Annuity" Payable at both Age 65 and the Age of Benefit Commencement. If the Annuity Starting Date for the Participant's benefit is after age 65 and occurs in a "Limitation Year" beginning on or after July 1, 2007, and the plan has an immediately commencing "Straight Life Annuity" payable at both age 65 and the age of benefit commencement, the "Defined Benefit Dollar Limitation" at the Participant's Annuity Starting Date is the lesser of the limitation determined under Section 13.2(i)(2)(B)(ii)(a) and the "Defined Benefit Dollar Limitation" (adjusted under Section 13.2(i)(1) for years of participation less than ten (10), 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.

- C. Notwithstanding the other requirements of this Section 13.2(i)(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.
3. Minimum benefit permitted: Notwithstanding anything else in this Section to the contrary, the benefit otherwise accrued or payable to a Participant under this Plan shall be deemed not to exceed the "Maximum Permissible Benefit" if:
- A. the retirement benefits payable for a "Limitation Year" under any form of benefit with respect to such Participant under this Plan and under all other defined benefit plans (without regard to whether a plan has been terminated) ever maintained by the Employer do not exceed \$10,000 multiplied by a fraction – (I) the numerator of which is the Participant's number of Years (or part thereof, but not less than one year) of Service (not to exceed ten (10)) with the Employer, and (II) the denominator of which is ten (10); and
 - B. the Employer (or a "Predecessor Employer") has not at any time maintained a defined contribution plan in which the Participant participated (for this purpose, mandatory Employee contributions under a defined benefit plan, individual medical accounts under Code Section 401(h), and accounts for post-retirement medical benefits established under Code Section 419A(d)(1) are not considered a separate defined contribution plan).
- j) Plan Compensation for purposes of benefits shall be adjusted in the same manner as 415 Compensation if those amounts would have been included in Compensation if they were paid prior to the Participant's "Severance from Employment." The term "Limitation Year" shall be replaced with the term "Plan Year" and the term "415 Compensation" shall be replaced with the term "Plan Compensation."
- k) Predecessor Employer means, with respect to a Participant, a former employer of such Participant if the 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 Employer is also a "Predecessor Employer" with respect to a Participant if, under the facts and circumstances, the 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 Regulations Section 1.415(f)-1(b)(2) apply as if the Employer and "Predecessor Employer" constituted a single employer under the rules described in Regulations 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 Regulations 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.

- l) Severance from Employment means, with respect to any individual, cessation from being an Employee of the Employer maintaining the Plan. An Employee does not have a "Severance from Employment" if, in connection with a change of employment, the Employee's new employer maintains the Plan with respect to the Employee. The "Defined Benefit Compensation Limitation" is adjusted after a Participant has a "Severance from Employment." The "Defined Benefit Dollar Limitation" is not adjusted after a Participant has a "Severance from Employment."
- m) Straight Life Annuity means an annuity payable in equal installments for the life of a Participant that terminates upon the Participant's death.
- n) 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.

- o) Year of Service means, for purposes of Section 13.2(a), each accrual computation period (computed to fractional parts of a year) for which a 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, taking into account only service with the Employer or a "Predecessor Employer."

Section 13.3 - Other rules.

- a) Benefits under terminated plans. If a defined benefit plan maintained by the Employer has terminated with sufficient assets for the payment of benefit liabilities of all plan participants and a Participant in the plan has not yet commenced benefits under the plan, the benefits provided pursuant to the annuities purchased to provide the Participant's benefits under the terminated plan at each possible Annuity Starting Date shall be taken into account in applying the limitations of this Article. If there are not sufficient assets for the payment of all Participants' benefit liabilities, the benefits taken into account shall be the benefits that are actually provided to the Participant under the terminated plan.

- b) Benefits transferred from the Plan. If a Participant's benefits under a defined benefit plan maintained by the employer are transferred to another defined benefit plan maintained by the Employer and the transfer is not a transfer of distributable benefits pursuant Regulations Section 1.411(d)-4, Q&A-3(c), then the transferred benefits are not treated as being provided under the transferor plan (but are taken into account as benefits provided under the transferee plan). If a Participant's benefits under a defined benefit plan maintained by the Employer are transferred to another defined benefit plan that is not maintained by the Employer and the transfer is not a transfer of distributable benefits pursuant to Regulations Section 1.411(d)-4, Q&A-3(c), then the transferred benefits are treated by the Employer's Plan as if such benefits were provided under annuities purchased to provide benefits under a plan maintained by the Employer that terminated immediately prior to the transfer with sufficient assets to pay all Participants' benefit liabilities under the plan. If a Participant's benefits under a defined benefit plan maintained by the Employer are transferred to another defined benefit plan in a transfer of distributable benefits pursuant to Regulations Section 1.411(d)-4, Q&A-3(c), the amount transferred is treated as a benefit paid from the transferor plan.
- c) Formerly affiliated plans of the Employer. A "Formerly Affiliated Plan of an 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.
- d) Plans of a "Predecessor Employer." If the 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 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 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 provide under the plan of the "Predecessor Employer."
- e) Special rules. The limitations of this Article shall be determined and applied taking into account the rules in Regulations Section 1.415(f)-1(d), (e) and (h).
- f) Aggregation with Multiemployer Plans.
 - 1. If the Employer maintains a multiemployer plan, as defined in Code Section 414(f), and the multiemployer plan so provides, only the benefits under the multiemployer plan that are provided by the Employer shall be treated as benefits provided under a plan maintained by the Employer for purposes of this Article.
 - 2. Effective for "Limitation Years" ending after December 31, 2001, a multiemployer plan shall be disregarded for purposes of applying the compensation limitation of Sections 13.2(b) and 13.2(i)(1) to a plan which is not a multiemployer plan.

ARTICLE XIV

TOP-HEAVY PROVISIONS

Section 14.1 - Top-Heavy Rules

This Article shall apply for purposes of determining whether the Plan is a Top-Heavy Plan under Section 416(g) of the Code for Plan Years beginning after December 31, 2001, and whether the Plan satisfies the minimum benefits requirements of Section 416(c) of the Code for such years.

Section 14.2 - Definitions

- a) "Key Employee" means any Employee or former Employee (including any deceased Employee) who at any time during the Plan Year that includes the Determination Date (as defined below) was an officer of the Employer having annual compensation greater than \$130,000 (as adjusted under Section 416(i)(1) of the Code for Plan Years beginning after December 31, 2002), a 5% owner of the Employer, or a 1% owner of the Employer having annual compensation of more than \$150,000. For this purpose, annual compensation means 415 Compensation as defined in Section 13.2 of the Plan. The determination of who is a key employee will be made in accordance with Section 416(i)(1) of the Code and applicable regulations and other guidance of general applicability issued thereunder.
- b) Top-Heavy Plan. For any Plan Year beginning after December 31, 1983, this Plan is a Top-Heavy Plan if any of the following conditions exists:
 1. If the Top-Heavy Ratio for this Plan exceeds 60% and this Plan is not part of any Required Aggregation Group or Permissive Aggregation Group;
 2. If this Plan is part of a Required Aggregation Group but not part of a Permissive Aggregation Group and the Top-Heavy Ratio for the Required Aggregation Group exceeds 60%; or
 3. If this Plan is a part of a Required Aggregation Group and part of a Permissive Aggregation Group and the Top-Heavy Ratio for the Permissive Aggregation Group exceeds 60%.
- c) Top-Heavy Ratio.
 1. If the Employer maintains one or more defined benefit plans and the Employer has not maintained any defined contribution plan (including any simplified employee pension, as defined in Section 408(k) of the Code) which during the 5-year period ending on the Determination Date has or has had account balances, the Top-Heavy Ratio for this Plan alone or for the Required or Permissive Aggregation Group, as applicable, is a fraction, the numerator of which is the sum of the present value of accrued benefits of all Key Employees as of such Determination Date (including any part of any accrued benefit distributed in the 1-year period ending on the Determination Date)(5-year period ending on the Determination Date in the case of a distribution made for reason other than severance from employment, death or disability), and the denominator of which is the sum of the present value of accrued benefits (including any part of any accrued benefits distributed in the 1-year period ending on the Determination Date)(5-year period ending on the Determination Date in the case of a distribution made for a reason other than severance from employment, death or disability), determined in accordance with Section 416 of the Code and the Regulations thereunder.

2. If the Employer maintains one or more defined benefit plans and the Employer maintains or has maintained one or more defined contribution plans (including any simplified employee pension) which during the 5-year period ending on the Determination Date has or has had any account balances, the Top-Heavy Ratio for any Required or Permissive Aggregation Group, as applicable, is a fraction, the numerator of which is the sum of the present value of accrued benefits of all Key Employees in the plans, plus the sum of the account balances of all Key Employees, determined in accordance with (i) above, and the denominator of which is the sum of the present value of accrued benefits of all participants, determined in accordance with (i) above, plus the account balances of all participants under the plans as of such Determination Date, all determined in accordance with Section 416 of the Code and the Regulations thereunder. The numerator and denominator of the Top-Heavy Ratio are increased in the manner described in paragraph (i) above.
3. For purposes of paragraphs (i) and (ii) above, the value of account balances and the present value of accrued benefits is determined as of the most recent Valuation Date of the Plan that falls in or ends with the 12-month period ending on the Determination Date, except as otherwise provided in Section 416 of the Code and Regulations thereunder for the first and second plan years of a defined benefit plan. The account balances and accrued benefits of a Participant who (A) is not a Key Employee but who was a Key Employee in a prior year, or (B) has not been credited with at least one Hour of Service with any Employer maintaining the Plan at any time during the 1-year period ending on the Determination Date will be disregarded. The calculation of the Top-Heavy Ratio, and the extent to which distributions, rollovers and transfers are taken into account will be made in accordance with Section 416 of the Code and the Regulations thereunder. Deductible Employee contributions are not taken into account in computing the Top-Heavy Ratio.

The accrued benefit of a Participant other than a Key Employee is determined under (A) the method, if any, that uniformly applies for benefit accrual purposes under all defined benefit plans maintained by the Employer, or (B) if there is no uniform method, as if the benefit accrued not more rapidly than under the slowest accrual rate permitted under the fractional rule of Section 411(b)(1)(C) of the Code.

- d) Permissive Aggregation Group: The Required Aggregation Group and any other plan or plans of the Employer which, when considered as a group with the Required Aggregation Group, would continue to satisfy the requirements of Sections 401(a)(4) and 410(b) of the Code.
- e) Required Aggregation Group: (A) Each qualified plan of the Employer in which at least one Key Employee participates or participated at any time during the Plan Year containing the Determination Date or any of the four preceding Plan Years (regardless of whether the plan has terminated), and (B) any other qualified plan of the Employer which enables a plan described in (A) to meet the requirements of Section 401(a)(4) or 410(b) of the Code.
- f) Determination Date: For any Plan Year after the first Plan Year, the last day of the preceding Plan Year. For the first Plan Year of the Plan, the last day of that year.
- g) Valuation Date: For purposes of calculating the Top-Heavy Ratio, the Valuation Date of this Plan is the last day of each Plan Year.
- h) Present Value: Present value shall be based only on the interest and mortality rates specified in Article II of the Plan.

Section 14.3 - Top-Heavy Minimum Accrued Benefit

- a) Notwithstanding any other provision in this Plan (except (c)-(f) below)), for any Plan Year in which this Plan is Top-Heavy, each Participant who is not a Key Employee and has completed 1,000 Hours of Service will accrue a benefit (to be provided solely by Employer contributions and expressed as a life annuity commencing at Normal Retirement Age) of not less than two percent of his or her highest average compensation for the five consecutive years for which the Participant had the highest compensation. The aggregate compensation for the years during such five-year period in which the Participant was credited with a year of service will be divided by the number of such years in order to determine average annual compensation. The minimum accrual is determined without regard to any Social Security contribution. The minimum accrual applies even though under other Plan provisions the Participant would not otherwise be entitled to receive an accrual, or would have received a lesser accrual for the year because:
1. the non-key employee's compensation is less than a stated amount;
 2. the non-key employee is not employed on the last day of the accrual computation period; or
 3. the Plan is integrated with Social Security.
- b) For purposes of computing the minimum accrued benefit, compensation shall mean 415 compensation as set forth in Section 13.2 of the Plan.
- c) No accrual shall be provided pursuant to (a) above for a year in which the Plan does not benefit any Key Employee or former Key Employee.
- d) No additional benefit accruals shall be provided pursuant to (a) above to the extent that the total accruals on behalf of the Participant attributable to employer contributions will provide a benefit expressed as a life annuity commencing at Normal Retirement Age that equals or exceeds 20 percent of the Participant's highest average compensation for the five consecutive years for which the Participant had the highest compensation.
- e) The provision in (a) above shall not apply to any Participant to the extent that the Participant is covered under any other plan or plans of the Employer and the Employer has provided that the minimum allocation or benefit requirement applicable to top-heavy plans will be met in the other plan or plans.
- f) All accruals of employer-derived benefits, whether or not attributable to years for which the Plan is Top-Heavy, may be used in computing whether the minimum accrual requirements of paragraph (c) above are satisfied.
- g) For purposes of satisfying the minimum benefit requirements of Section 416(c)(1) of the Code 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 Year when the Plan benefits (within the meaning of Section 410(b) of the Code) no key employee or former key employee.

Section 14.4 - Top-Heavy Benefit Adjustments

If the form of benefit is other than a straight life annuity, the Participant must receive an amount that is the actuarial equivalent of the minimum straight life annuity benefit. If the benefit commences at a date

other than at Normal Retirement Age, the Participant must receive at least an amount that is the actuarial equivalent of the minimum straight life annuity benefit commencing at Normal Retirement Age.

Section 14.5 - 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 Section 416(g)(2) of the Code during the 1-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 Section 416(g)(2)(A)(i) of the Code. 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 "5-year period" for "1-year period."
- b) Employees not performing services during year ending on determination date. The accrued benefits and accounts of any individual who has not performed services for the Employer during the 1-year period ending on the determination date shall not be taken into account.

Section 14.6 - Nonforfeitability of Minimum Accrued Benefit

The minimum accrued benefit required (to the extent required to be nonforfeitable under Section 416(b) of the Code) may not be forfeited under Section 411(a)(3)(B) or 411(a)(3)(D) of the Code.

Section 14.7 - Top-Heavy Vesting.

For any Plan Year in which the Plan is Top-Heavy, each Participant shall be vested in accordance with the following schedule:


Years of Credited Vesting Service	Vested Percentages
0	0%
1	0%
2	20%
3	40%
4	60%
5 or more	100%

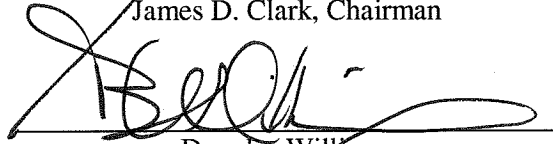
This minimum vesting schedule applies to all benefits within the meaning of section 411(a)(7) of the Code including benefits accrued before the effective date of section 416 and benefits accrued before the Plan became top-heavy. Further, no decrease in a Participant's nonforfeitable percentage may occur in the event the Plan's status as Top-Heavy changes for any Plan Year. However, this section does not apply to the accrued benefit of any Employee who does not have an Hour of Service after the Plan has initially become Top-Heavy.

IN WITNESS WHEREOF, this restatement is executed this 20 day of October 2009.

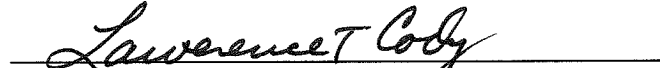
Board of Trustees
IUE-CWA Pension Fund

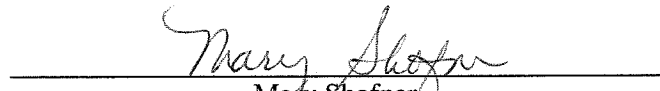
Union Trustees:


James D. Clark, Chairman


Douglas Williams

Employer Trustees:


Lawrence T. Cody, Secretary


Mary Shofner

APPENDIX

Table A
Factors to convert a 5 year certain with life thereafter benefit
to a joint and survivor benefit under the joint and survivor option
(For use on or after January 1, 2006)

Table A1 - 50% joint and survivor

Participant's age	Spouse's age							
	45	50	55	57	60	62	65	70
40	0.9834	0.9867	0.9900	0.9908	0.9923	0.9932	0.9945	0.9963
57	0.9271	0.9371	0.9478	0.9522	0.9588	0.9631	0.9694	0.9800
60	0.9081	0.9195	0.9320	0.9373	0.9453	0.9506	0.9585	0.9713
62	0.8951	0.9073	0.9212	0.9271	0.9361	0.9423	0.9514	0.9665
65	0.8722	0.8857	0.9014	0.9082	0.9189	0.9262	0.9373	0.9562
70	0.8325	0.8479	0.8667	0.8752	0.8887	0.8983	0.9133	0.9399

Table A2 - 75% joint and survivor

Participant's age	Spouse's age							
	45	50	55	57	60	62	65	70
40	0.9748	0.9797	0.9841	0.9857	0.9879	0.9892	0.9911	0.9937
57	0.8912	0.9050	0.9200	0.9262	0.9353	0.9414	0.9502	0.9642
60	0.8641	0.8794	0.8966	0.9039	0.9149	0.9222	0.9332	0.9508
62	0.8451	0.8614	0.8801	0.8881	0.9004	0.9087	0.9212	0.9418
65	0.8128	0.8304	0.8510	0.8601	0.8742	0.8840	0.8989	0.9242
70	0.7565	0.7756	0.7992	0.8098	0.8270	0.8392	0.8584	0.8928

Table A3 - 100% joint and survivor

Participant's age	Spouse's age							
	45	50	55	57	60	62	65	70
40	0.9664	0.9728	0.9786	0.9806	0.9835	0.9853	0.9877	0.9911
57	0.8579	0.8751	0.8938	0.9015	0.9130	0.9207	0.9318	0.9495
60	0.8241	0.8427	0.8638	0.8727	0.8864	0.8955	0.9092	0.9312
62	0.8003	0.8199	0.8425	0.8522	0.8672	0.8775	0.8929	0.9184
65	0.7610	0.7816	0.8060	0.8168	0.8337	0.8455	0.8636	0.8943
70	0.6932	0.7147	0.7414	0.7535	0.7733	0.7874	0.8098	0.8502

Table B
Factors to convert a 5 year certain with life thereafter benefit
to a 10 year certain with life thereafter benefit under the
10 year certain option
(For use on or after January 1, 2006)

Participant Age	Factor	Participant Age	Factor
40 and under	0.9983	65	0.9678
41	0.9981	66	0.9643
42	0.9980	67	0.9604
43	0.9978	68	0.9562
44	0.9976	69	0.9514
45	0.9973	70	0.9459
46	0.9970	71	0.9397
47	0.9967	72	0.9326
48	0.9963	73	0.9245
49	0.9958	74	0.9156
50	0.9953	75	0.9056
51	0.9947	76	0.8946
52	0.9939	77	0.8827
53	0.9931	78	0.8700
54	0.9921	79	0.8566
55	0.9909	80	0.8424
56	0.9895	81	0.8275
57	0.9880	82	0.8119
58	0.9862	83	0.7957
59	0.9842	84	0.7789
60	0.9820	85	0.7618
61	0.9795		
62	0.9769		
63	0.9741		
64	0.9710		

To obtain the reduced benefit payable to the Participant under the Ten Year Certain Option, the above factor appropriate to the Participant's age at the date benefits commence is multiplied by the Participant's 5 year certain with life thereafter benefit otherwise payable as of the benefit commencement date.

Table C
Factors to convert a 5 year certain with life thereafter benefit
to a life benefit under the single life annuity option
(For use on or after January 1, 2006)

Participant Age	Factor	Participant Age	Factor
40 and under	1.0010	65	1.0210
41	1.0010	66	1.0240
42	1.0010	67	1.0270
43	1.0020	68	1.0310
44	1.0020	69	1.0360
45	1.0020	70	1.0410
46	1.0020	71	1.0470
47	1.0030	72	1.0530
48	1.0030	73	1.0590
49	1.0030	74	1.0670
50	1.0040	75	1.0750
51	1.0040	76	1.0850
52	1.0050	77	1.0970
53	1.0050	78	1.1110
54	1.0060	79	1.1250
55	1.0070	80	1.1420
56	1.0070	81	1.1600
57	1.0080	82	1.1790
58	1.0090	83	1.2000
59	1.0100	84	1.2230
60	1.0110	85	1.2480
61	1.0130		
62	1.0150		
63	1.0160		
64	1.0190		

To obtain the increased benefit payable to the Participant under the Single Life Annuity Option, the above factor appropriate to the Participant's age at the date benefits commence is multiplied by the Participant's 5 year certain with life thereafter benefit otherwise payable as of the benefit commencement date.

Participant's Age

	40	41	42	43	44	45	46	47	48	49	50	51	52	53
40	0.979857	0.980574	0.981289	0.982000	0.982705	0.983403	0.984092	0.984772	0.985440	0.986096	0.986739	0.987368	0.987983	0.988582
41	0.977887	0.978653	0.979419	0.980181	0.980940	0.981692	0.982436	0.983171	0.983896	0.984608	0.985308	0.985993	0.986663	0.987317
42	0.975741	0.976558	0.977376	0.978193	0.979007	0.979816	0.980618	0.981412	0.982196	0.982958	0.983727	0.984472	0.985202	0.985916
43	0.974416	0.975290	0.976167	0.977045	0.977923	0.978797	0.979667	0.980530	0.981384	0.982229	0.983061	0.983880	0.984685	0.985474
44	0.971871	0.972798	0.973730	0.974666	0.975603	0.976539	0.977472	0.978400	0.979320	0.980230	0.981130	0.982017	0.982890	0.983747
45	0.969099	0.970080	0.971069	0.972064	0.973063	0.974063	0.975061	0.976056	0.977045	0.978025	0.978996	0.979955	0.980900	0.981830
46	0.966084	0.967120	0.968166	0.969222	0.970283	0.971348	0.972415	0.973479	0.974540	0.975594	0.976639	0.977674	0.978695	0.979701
47	0.963803	0.964898	0.966008	0.967130	0.968261	0.969400	0.970542	0.971686	0.972828	0.973967	0.975099	0.976222	0.977335	0.978434
48	0.960254	0.961405	0.962574	0.963758	0.964955	0.966162	0.967375	0.968594	0.969813	0.971030	0.972244	0.973450	0.974646	0.975831
49	0.956423	0.957629	0.958857	0.960104	0.961367	0.962643	0.963930	0.965224	0.966522	0.967822	0.969119	0.970411	0.971696	0.972970
50	0.953265	0.954531	0.955823	0.957138	0.958473	0.959825	0.961192	0.962571	0.963957	0.965348	0.966741	0.968132	0.969518	0.970896
51	0.948807	0.950129	0.951480	0.952858	0.954260	0.955683	0.957125	0.958582	0.960051	0.961528	0.963010	0.964493	0.965974	0.967449
52	0.944981	0.946361	0.947775	0.949220	0.950694	0.952195	0.953718	0.955261	0.956820	0.958393	0.959974	0.961561	0.963149	0.964736
53	0.939839	0.941273	0.942745	0.944253	0.945794	0.947365	0.948964	0.950587	0.952231	0.953892	0.955566	0.957250	0.958938	0.960629
54	0.935287	0.936779	0.938312	0.939886	0.941498	0.943146	0.944826	0.946536	0.948272	0.950030	0.951806	0.953596	0.955397	0.957204
55	0.930333	0.931880	0.933474	0.935113	0.936796	0.938519	0.940280	0.942076	0.943903	0.945759	0.947637	0.949536	0.951450	0.953375
56	0.924028	0.925626	0.927276	0.928975	0.930722	0.932514	0.934350	0.936226	0.938138	0.940083	0.942058	0.944057	0.946076	0.948112
57	0.918254	0.919905	0.921612	0.923374	0.925189	0.927055	0.928970	0.930930	0.932933	0.934976	0.937053	0.939161	0.941296	0.943452
58	0.912070	0.913772	0.915536	0.917359	0.919240	0.921178	0.923171	0.925215	0.927308	0.929446	0.931626	0.933843	0.936093	0.938371
59	0.905472	0.907225	0.909042	0.910925	0.912871	0.914879	0.916948	0.919075	0.921256	0.923489	0.925770	0.928096	0.930461	0.932861
60	0.898439	0.900239	0.902110	0.904050	0.906059	0.908136	0.910279	0.912486	0.914754	0.917080	0.919462	0.921894	0.924374	0.926895
61	0.891859	0.893709	0.895634	0.897633	0.899707	0.901855	0.904076	0.906367	0.908726	0.911150	0.913637	0.916183	0.918783	0.921434
62	0.884837	0.886734	0.888710	0.890767	0.892904	0.895120	0.897415	0.899788	0.902235	0.904756	0.907346	0.910003	0.912722	0.915500
63	0.876485	0.878424	0.880446	0.882554	0.884747	0.887025	0.889388	0.891834	0.894362	0.896969	0.899653	0.902412	0.905240	0.908135
64	0.869469	0.871453	0.873527	0.875690	0.877945	0.880291	0.882728	0.885255	0.887872	0.890575	0.893364	0.896236	0.899187	0.902213
65	0.861148	0.863172	0.865290	0.867504	0.869813	0.872220	0.874723	0.877324	0.880020	0.882811	0.885695	0.888669	0.891732	0.894878
66	0.853234	0.855298	0.857462	0.859725	0.862091	0.864559	0.867131	0.869807	0.872585	0.875466	0.878448	0.881528	0.884706	0.887977
67	0.844870	0.846973	0.849178	0.851489	0.853908	0.856435	0.859071	0.861818	0.864676	0.867643	0.870718	0.873902	0.877191	0.880583
68	0.836808	0.838948	0.841197	0.843555	0.846027	0.848613	0.851316	0.854135	0.857072	0.860127	0.863299	0.866588	0.869991	0.873507
69	0.828881	0.831059	0.833350	0.835756	0.838281	0.840927	0.843695	0.846588	0.849606	0.852749	0.856018	0.859413	0.862933	0.866576
70	0.820191	0.822404	0.824733	0.827183	0.829757	0.832458	0.835288	0.838249	0.841342	0.844569	0.847931	0.851427	0.855057	0.858821
71	0.811412	0.813658	0.816026	0.818518	0.821140	0.823895	0.826786	0.829815	0.832984	0.836294	0.839748	0.843345	0.847086	0.850972
72	0.801726	0.804002	0.806402	0.808933	0.811599	0.814403	0.817349	0.820440	0.823678	0.827066	0.830605	0.834297	0.838142	0.842141
73	0.791187	0.793488	0.795918	0.798483	0.801186	0.804034	0.807030	0.810178	0.813479	0.816938	0.820555	0.824335	0.828277	0.832382
74	0.781213	0.783540	0.786000	0.788600	0.791343	0.794237	0.797284	0.800490	0.803858	0.807390	0.811090	0.814960	0.819003	0.823220
75	0.770225	0.772573	0.775059	0.777688	0.780466	0.783398	0.786491	0.789748	0.793174	0.796772	0.800546	0.804499	0.808634	0.812953
76	0.759629	0.762000	0.764511	0.767170	0.769982	0.772955	0.776093	0.779403	0.782888	0.786553	0.790402	0.794439	0.798668	0.803091
77	0.749314	0.751707	0.754244	0.756932	0.759779	0.762791	0.765975	0.769337	0.772881	0.776613	0.780538	0.784660	0.788984	0.793512
78	0.739396	0.741811	0.744374	0.747091	0.749971	0.753022	0.756251	0.759665	0.763268	0.767066	0.771066	0.775273	0.780000	0.785000
79	0.728506	0.730937	0.733519	0.736259	0.739167	0.742249	0.745516	0.750000	0.755000	0.760000	0.765000	0.770000	0.775000	0.780000
80	0.718587	0.721037	0.723641	0.726406	0.730000	0.735000	0.740000	0.745000	0.750000	0.755000	0.760000	0.765000	0.770000	0.775000
81		0.710751	0.715000	0.720000	0.725000	0.730000	0.735000	0.740000	0.745000	0.750000	0.755000	0.760000	0.765000	0.770000
82			0.710000	0.715000	0.720000	0.725000	0.730000	0.735000	0.740000	0.745000	0.750000	0.755000	0.760000	0.765000
83				0.710000	0.715000	0.720000	0.725000	0.730000	0.735000	0.740000	0.745000	0.750000	0.755000	0.760000
84					0.710000	0.715000	0.720000	0.725000	0.730000	0.735000	0.740000	0.745000	0.750000	0.755000
85						0.710000	0.715000	0.720000	0.725000	0.730000	0.735000	0.740000	0.745000	0.750000

	54	55	56	57	58	59	60	61	62	63	64	65	66	67
40	0.989165	0.990000	0.990282	0.990816	0.991332	0.991832	0.992315	0.992782	0.993232	0.993665	0.994083	0.994486	0.994874	0.995248
41	0.987955	0.988576	0.990000	0.990000	0.990333	0.990882	0.991414	0.991927	0.992423	0.992901	0.993362	0.993806	0.994234	0.994646
42	0.986613	0.987292	0.987953	0.990000	0.990000	0.990000	0.990406	0.990972	0.991518	0.992045	0.992553	0.993043	0.993515	0.993970
43	0.986247	0.987003	0.987741	0.988460	0.990000	0.990000	0.990503	0.991146	0.991769	0.992374	0.992960	0.993527	0.994077	0.994610
44	0.984588	0.985411	0.986215	0.987001	0.987766	0.990000	0.990000	0.990000	0.990623	0.991286	0.991929	0.992552	0.993156	0.993740
45	0.982743	0.983638	0.984514	0.985370	0.986205	0.987019	0.990000	0.990000	0.990000	0.990059	0.990764	0.991447	0.992110	0.992753
46	0.980691	0.981664	0.982616	0.983549	0.984460	0.985344	0.986214	0.990000	0.990000	0.990000	0.990000	0.990197	0.990925	0.991630
47	0.979518	0.980585	0.981634	0.982663	0.983671	0.984657	0.985622	0.986563	0.990000	0.990000	0.990000	0.990097	0.990923	0.991727
48	0.977001	0.978155	0.979290	0.980406	0.981501	0.982573	0.983623	0.984648	0.985649	0.990000	0.990000	0.990000	0.990000	0.990286
49	0.974231	0.975476	0.976704	0.977912	0.979099	0.980263	0.981404	0.982519	0.983610	0.985000	0.990000	0.990000	0.990000	0.990000
50	0.972264	0.973618	0.974957	0.976277	0.977578	0.978857	0.980113	0.981345	0.982552	0.983733	0.985000	0.990000	0.990000	0.990000
51	0.968916	0.970371	0.971812	0.973235	0.974639	0.976022	0.977381	0.978716	0.980026	0.981308	0.982563	0.985000	0.990000	0.990000
52	0.966317	0.967890	0.969450	0.970996	0.972525	0.974034	0.975520	0.976984	0.978423	0.979835	0.981221	0.982579	0.985000	0.990000
53	0.962316	0.963998	0.965670	0.967330	0.968973	0.970596	0.972199	0.973779	0.975333	0.976861	0.978361	0.979833	0.981277	0.985000
54	0.959012	0.960819	0.962620	0.964411	0.966188	0.967949	0.969691	0.971412	0.973109	0.974780	0.976425	0.978042	0.979631	0.981191
55	0.955307	0.957242	0.959174	0.961101	0.963018	0.964921	0.966808	0.968675	0.970521	0.972343	0.974139	0.975908	0.977650	0.979364
56	0.950158	0.952212	0.954267	0.956320	0.958365	0.960400	0.962420	0.964423	0.966404	0.968363	0.970295	0.972200	0.974078	0.975927
57	0.945626	0.947812	0.950005	0.952201	0.954394	0.956580	0.958755	0.960916	0.963059	0.965180	0.967278	0.969351	0.971396	0.973414
58	0.940673	0.942993	0.945326	0.947667	0.950010	0.952352	0.954687	0.957011	0.959320	0.961612	0.963882	0.966128	0.968350	0.970545
59	0.935291	0.937746	0.940220	0.942709	0.945206	0.947706	0.950204	0.952697	0.955178	0.957645	0.960094	0.962521	0.964926	0.967306
60	0.929453	0.932044	0.934661	0.937298	0.939951	0.942612	0.945278	0.947943	0.950601	0.953249	0.955828	0.958498	0.961093	0.963666
61	0.924130	0.926866	0.929637	0.932436	0.935258	0.938097	0.940948	0.943804	0.946661	0.949514	0.952358	0.955188	0.958004	0.960801
62	0.918332	0.921213	0.924137	0.927098	0.930091	0.933108	0.936145	0.939196	0.942254	0.945315	0.948373	0.951424	0.954466	0.957494
63	0.911092	0.914106	0.917171	0.920282	0.923432	0.926614	0.929824	0.933055	0.936301	0.939556	0.942813	0.946069	0.949321	0.952563
64	0.905310	0.908475	0.911701	0.914983	0.918314	0.921688	0.925100	0.928543	0.932011	0.935497	0.938995	0.942500	0.946009	0.949518
65	0.898105	0.901408	0.904782	0.908221	0.911720	0.915271	0.918870	0.922510	0.926183	0.929885	0.933607	0.937345	0.941095	0.944851
66	0.891338	0.894786	0.898316	0.901921	0.905596	0.909336	0.913133	0.916984	0.920879	0.924814	0.928780	0.932772	0.936786	0.940817
67	0.884075	0.887664	0.891345	0.895113	0.898962	0.902886	0.906881	0.910940	0.915055	0.919222	0.923432	0.927679	0.931960	0.936268
68	0.877134	0.880868	0.884707	0.888643	0.892673	0.896791	0.900992	0.905271	0.909619	0.914032	0.918501	0.923022	0.927590	0.932198
69	0.870340	0.874224	0.878223	0.882334	0.886550	0.890868	0.895284	0.899791	0.904382	0.909053	0.913796	0.918605	0.923476	0.928403
70	0.862717	0.866743	0.870898	0.875175	0.879572	0.884084	0.888707	0.893436	0.898265	0.903189	0.908199	0.913292	0.918464	0.923708
71	0.855000	0.859171	0.863481	0.867929	0.872509	0.877217	0.882053	0.887010	0.892082	0.897266	0.902554	0.907941	0.913425	0.919000
72	0.846294	0.850601	0.855061	0.859669	0.864423	0.869320	0.874358	0.879534	0.884841	0.890276	0.895831	0.901505	0.907293	0.913191
73	0.836852	0.841087	0.845686	0.850447	0.855366	0.860441	0.865672	0.871056	0.876587	0.882263	0.888076	0.894025	0.900109	0.906321
74	0.827612	0.832181	0.836927	0.841848	0.846940	0.852204	0.857639	0.863243	0.869012	0.874944	0.881032	0.887276	0.893674	0.900224
75	0.817457	0.822150	0.827032	0.832100	0.837355	0.842794	0.848420	0.854231	0.860223	0.866395	0.872743	0.879266	0.885966	0.892839
76	0.807711	0.812531	0.817553	0.822774	0.828195	0.833816	0.839639	0.845664	0.851888	0.858311	0.864929	0.871743	0.878757	0.885967
77	0.798249	0.803198	0.808361	0.813738	0.819329	0.825135	0.831159	0.837402	0.843863	0.850542	0.857437	0.864550	0.871886	0.879444
78	0.790000	0.795000	0.800000	0.805099	0.810861	0.816853	0.823080	0.829545	0.836245	0.843184	0.850359	0.857775	0.865439	0.873352
79	0.785000	0.790000	0.795000	0.800000	0.805000	0.810000	0.815000	0.820467	0.827386	0.834562	0.841994	0.849689	0.857655	0.865895
80	0.780000	0.785000	0.790000	0.795000	0.800000	0.805000	0.810000	0.815000	0.820000	0.827024	0.834724	0.842710	0.850992	0.859575
81	0.775000	0.780000	0.785000	0.790000	0.795000	0.800000	0.805000	0.810000	0.815000	0.820000	0.826880	0.835141	0.843722	0.852630
82	0.770000	0.775000	0.780000	0.785000	0.790000	0.795000	0.800000	0.805000	0.810000	0.815000	0.820000	0.826963	0.835825	0.845040
83	0.765000	0.770000	0.775000	0.780000	0.785000	0.790000	0.795000	0.800000	0.805000	0.810000	0.815000	0.820000	0.828017	0.837531
84	0.760000	0.765000	0.770000	0.775000	0.780000	0.785000	0.790000	0.795000	0.800000	0.805000	0.810000	0.815000	0.820000	0.829645
85	0.755000	0.760000	0.765000	0.770000	0.775000	0.780000	0.785000	0.790000	0.795000	0.800000	0.805000	0.810000	0.815000	0.821220

	68	69	70	71	72	73	74	75	76	77	78	79
40	0.995609	0.995957	0.996294	0.996621	0.996938	0.997246	0.997546	0.997839	0.998126	0.998408	0.998684	0.998957
41	0.995044	0.995427	0.995798	0.996157	0.996504	0.996840	0.997167	0.997485	0.997795	0.998099	0.998396	0.998688
42	0.994408	0.994831	0.995240	0.995634	0.996015	0.996384	0.996741	0.997088	0.997425	0.997754	0.998075	0.998389
43	0.995127	0.995629	0.996118	0.996594	0.997060	0.997514	0.997960	0.998398	0.998831	0.999259	0.999682	1.000103
44	0.994308	0.994858	0.995394	0.995915	0.996423	0.996919	0.997403	0.997878	0.998345	0.998805	0.999259	0.999708
45	0.993375	0.993980	0.994568	0.995139	0.995695	0.996237	0.996765	0.997281	0.997787	0.998284	0.998772	0.999254
46	0.992314	0.992978	0.993623	0.994250	0.994860	0.995453	0.996030	0.996593	0.997143	0.997682	0.998209	0.998728
47	0.992510	0.993274	0.994019	0.994748	0.995461	0.996158	0.996842	0.997515	0.998177	0.998831	0.999477	1.000117
48	0.991142	0.991977	0.992792	0.993588	0.994366	0.995127	0.995871	0.996601	0.997318	0.998025	0.998721	0.999408
49	0.990000	0.990520	0.991411	0.992281	0.993131	0.993960	0.994771	0.995565	0.996344	0.997109	0.997861	0.998600
50	0.990000	0.990283	0.991293	0.992283	0.993254	0.994206	0.995141	0.996061	0.996969	0.997865	0.998751	0.999627
51	0.990000	0.990000	0.990000	0.990612	0.991669	0.992703	0.993719	0.994717	0.995699	0.996667	0.997620	0.998561
52	0.990000	0.990000	0.990000	0.990191	0.991382	0.992553	0.993706	0.994843	0.995966	0.997077	0.998176	0.999265
53	0.990000	0.990000	0.990000	0.990000	0.990000	0.990651	0.991899	0.993128	0.994340	0.995537	0.996718	0.997886
54	0.985000	0.990000	0.990000	0.990000	0.990000	0.990040	0.991439	0.992821	0.994187	0.995541	0.996880	0.998208
55	0.981051	0.985000	0.990000	0.990000	0.990000	0.990000	0.990704	0.992245	0.993773	0.995290	0.996794	0.998289
56	0.977748	0.980000	0.985000	0.990000	0.990090	0.990000	0.990000	0.990000	0.991455	0.993081	0.994689	0.996284
57	0.975406	0.977372	0.980000	0.985000	0.990000	0.990000	0.990000	0.990000	0.990503	0.992306	0.994093	0.995867
58	0.972714	0.974860	0.976982	0.980000	0.985000	0.990000	0.990000	0.990000	0.990000	0.991255	0.993228	0.995188
59	0.969662	0.971996	0.974307	0.976598	0.980000	0.985000	0.990000	0.990000	0.990000	0.990000	0.992085	0.994239
60	0.966217	0.968747	0.971257	0.973746	0.976216	0.980000	0.985000	0.990000	0.990000	0.990000	0.990638	0.992991
61	0.963580	0.966344	0.969090	0.971822	0.974537	0.977233	0.980000	0.985000	0.990000	0.990000	0.990516	0.993143
62	0.960509	0.963513	0.966504	0.969486	0.972455	0.975409	0.978350	0.981281	0.985000	0.990000	0.990037	0.992944
63	0.955796	0.959022	0.962238	0.965446	0.968644	0.971826	0.974996	0.978156	0.981308	0.985000	0.990000	0.990722
64	0.953024	0.956532	0.960038	0.963545	0.967049	0.970545	0.974036	0.977524	0.981012	0.984503	0.987990	0.991478
65	0.948614	0.952384	0.956160	0.959942	0.963727	0.967508	0.971289	0.975071	0.978855	0.982645	0.986434	0.990224
66	0.944863	0.948928	0.953008	0.957104	0.961211	0.965323	0.969442	0.973570	0.977708	0.981860	0.986014	0.990177
67	0.940603	0.944967	0.949357	0.953774	0.958212	0.962663	0.967130	0.971613	0.976114	0.980636	0.985167	0.989711
68	0.936846	0.941537	0.946269	0.951041	0.955848	0.960680	0.965540	0.970429	0.975348	0.980299	0.985268	0.990260
69	0.933387	0.938431	0.943532	0.948691	0.953902	0.959155	0.964451	0.969792	0.975178	0.980613	0.986080	0.991583
70	0.929025	0.934421	0.939892	0.945439	0.951057	0.956733	0.962469	0.968266	0.974126	0.980050	0.986019	0.992038
71	0.924667	0.930433	0.936296	0.942258	0.948311	0.954443	0.960655	0.966950	0.973326	0.979787	0.986311	0.992902
72	0.919202	0.925334	0.931584	0.937956	0.944442	0.951027	0.957714	0.964505	0.971398	0.978396	0.985474	0.992637
73	0.912668	0.919157	0.925788	0.932564	0.939478	0.946513	0.953672	0.960957	0.968365	0.975899	0.983531	0.991263
74	0.906932	0.913808	0.920854	0.928074	0.935460	0.942995	0.950683	0.958524	0.966518	0.974665	0.982934	0.991329
75	0.899893	0.907142	0.914589	0.922239	0.930084	0.938107	0.946312	0.954699	0.963266	0.972016	0.980913	0.989959
76	0.893385	0.901028	0.908900	0.917009	0.925346	0.933894	0.942657	0.951639	0.960836	0.970251	0.979843	0.989615
77	0.887238	0.895290	0.903603	0.912191	0.921045	0.930148	0.939505	0.949121	0.958992	0.969123	0.979467	0.990029
78	0.881530	0.889999	0.898768	0.907850	0.917241	0.926920	0.936898	0.947179	0.957761	0.968649	0.979793	0.991196
79	0.874430	0.883289	0.892483	0.902031	0.911927	0.922152	0.932718	0.943631	0.954891	0.966501	0.978408	0.990616
80	0.868483	0.877751	0.887393	0.897432	0.907864	0.918671	0.929866	0.941458	0.953449	0.965842	0.978581	0.991668
81	0.861894	0.871553	0.881626	0.892139	0.903089	0.914460	0.926268	0.938524	0.951230	0.964394	0.977951	0.991906
82	0.854640	0.864670	0.875152	0.886118	0.897568	0.909483	0.921883	0.934784	0.948187	0.962102	0.976461	0.991268
83	0.847459	0.857853	0.868738	0.880152	0.892095	0.904551	0.917544	0.931090	0.945195	0.959868	0.975038	0.990709
84	0.839888	0.850632	0.861908	0.873755	0.886180	0.899166	0.912741	0.926925	0.941725	0.957152	0.973131	0.989667
85	0.831761	0.842838	0.854484	0.866748	0.879636	0.893135	0.907274	0.922079	0.937559	0.953727	0.970503	0.987892

Participant's Age

	80	81	82	83	84	85	86	87	88	89	90
40	0.999227										
41	0.998976	0.999260									
42	0.998696	0.999000	0.999299								
43	1.000523	1.000943	1.001366	1.001793							
44	1.000154	1.000599	1.001045	1.001493	1.001949						
45	0.999730	1.000203	1.000674	1.001147	1.001625	1.002112					
46	0.999239	0.999744	1.000245	1.000745	1.001249	1.001761	1.002283				
47	1.000754	1.001389	1.002025	1.002664	1.003316	1.003984	1.004674	1.005391			
48	1.000088	1.000764	1.001438	1.002114	1.002799	1.003498	1.004216	1.004958	1.005721		
49	0.999330	1.000053	1.000772	1.001489	1.002212	1.002946	1.003696	1.004468	1.005258	1.006066	
50	1.000496	1.001362	1.002228	1.003097	1.003978	1.004878	1.005804	1.006763	1.007748	1.008763	1.009810
51	0.999493	1.000417	1.001338	1.002259	1.003189	1.004133	1.005102	1.006098	1.007118	1.008164	1.009238
52	1.000347	1.001425	1.002503	1.003585	1.004682	1.005801	1.006952	1.008141	1.009362	1.010619	1.011913
53	0.999043	1.000193	1.001339	1.002484	1.003642	1.004818	1.006021	1.007259	1.008524	1.009820	1.011149
54	0.999528	1.000843	1.002157	1.003475	1.004810	1.006169	1.007564	1.009002	1.010475	1.011987	1.013541
55	0.999777	1.001263	1.002750	1.004244	1.005761	1.007308	1.008898	1.010540	1.012224	1.013954	1.015733
56	0.997869	0.999447	1.001023	1.002601	1.004198	1.005820	1.007481	1.009188	1.010932	1.012716	1.014544
57	0.997633	0.999394	1.001155	1.002922	1.004711	1.006531	1.008396	1.010315	1.012277	1.014286	1.016344
58	0.997141	0.999091	1.001042	1.003001	1.004987	1.007009	1.009082	1.011216	1.013398	1.015633	1.017924
59	0.996385	0.998529	1.000676	1.002833	1.005021	1.007248	1.009533	1.011884	1.014290	1.016752	1.019276
60	0.995338	0.997682	1.000031	1.002391	1.004784	1.007222	1.009721	1.012293	1.014923	1.017615	1.020372
61	0.995768	0.998397	1.001036	1.003693	1.006395	1.009153	1.011989	1.014914	1.017912	1.020987	1.024143
62	0.995853	0.998770	1.001703	1.004660	1.007671	1.010751	1.013922	1.017198	1.020560	1.024013	1.027560
63	0.993851	0.996987	1.000137	1.003311	1.006539	1.009837	1.013228	1.016726	1.020312	1.023991	1.027766
64	0.994972	0.998481	1.002014	1.005581	1.009217	1.012940	1.016779	1.020749	1.024828	1.029020	1.033332
66	0.994023	0.997839	1.001680	1.005559	1.009512	1.013560	1.017733	1.022049	1.026481	1.031036	1.035720
68	0.994355	0.998556	1.002789	1.007067	1.011432	1.015906	1.020523	1.025301	1.030214	1.035267	1.040465
67	0.994276	0.998869	1.003500	1.008183	1.012964	1.017866	1.022927	1.028166	1.033554	1.039097	1.044801
68	0.995282	1.000343	1.005453	1.010625	1.015912	1.021339	1.026948	1.032761	1.038744	1.044905	1.051249
69	0.997130	1.002729	1.008393	1.014135	1.020014	1.026057	1.032312	1.038806	1.045497	1.052394	1.059504
70	0.998114	1.004256	1.010476	1.016789	1.023259	1.029917	1.036815	1.043980	1.051368	1.058987	1.066845
71	0.999567	1.006315	1.013160	1.020116	1.027256	1.034612	1.042240	1.050174	1.058360	1.066809	1.075527
72	0.999890	1.007244	1.014711	1.022308	1.030111	1.038157	1.046507	1.055194	1.064162	1.073419	1.082972
73	0.999103	1.007060	1.015147	1.023381	1.031843	1.040572	1.049633	1.059061	1.068792	1.078836	1.089199
74	0.999856	1.008524	1.017347	1.026341	1.035598	1.045157	1.055089	1.065433	1.076117	1.087148	1.098536
75	0.999161	1.008527	1.018072	1.027813	1.037848	1.048218	1.058999	1.070232	1.081836	1.093820	1.106190
76	0.999574	1.009728	1.020091	1.030683	1.041609	1.052913	1.064679	1.076949	1.089633	1.102738	1.116272
77	1.000814	1.011831	1.023094	1.034625	1.046539	1.058883	1.071750	1.085183	1.099083	1.113455	1.128306
78	1.002865	1.014808	1.027041	1.039586	1.052570	1.066045	1.080111	1.094816	1.110048	1.125811	1.142111
79	1.003129	1.015958	1.029118	1.042632	1.056638	1.071191	1.086397	1.102307	1.118797	1.135871	1.153531
80	1.005110	1.018916	1.033104	1.047696	1.062844	1.078606	1.095099	1.112376	1.130298	1.148868	1.168087
81	1.006266	1.021040	1.036247	1.051909	1.068192	1.085157	1.102929	1.121564	1.140908	1.160962	1.181725
82	1.006529	1.022257	1.038468	1.055189	1.072594	1.090750	1.109787	1.129766	1.150516	1.172035	1.194321
83	1.006888	1.023589	1.040829	1.058634	1.077194	1.096577	1.116922	1.138291	1.160497	1.183536	1.207402
84	1.006767	1.024446	1.042723	1.061626	1.081356	1.101986	1.123664	1.146450	1.170143	1.194734	1.220214
85	1.005906	1.024557	1.043868	1.063866	1.084768	1.106651	1.129668	1.153883	1.179075	1.205233	1.232341