

NECA-IBEW PENSION TRUST FUND

PENSION PLAN DOCUMENT

RESTATED EFFECTIVE JUNE 1, 2018

TABLE OF CONTENTS

PREFACE.....	1
PREAMBLE.....	1
ARTICLE I – DEFINITIONS	2
Section 1.01 - Accrued Benefit.....	2
Section 1.02 - Act or ERISA.....	2
Section 1.03 - Actuarial Equivalent	2
Section 1.04 - Beneficiary.....	3
Section 1.05 - Break In Service	3
Section 1.06 - Collective Bargaining Agreement.....	5
Section 1.07 - Commissioner’s Standard Table.....	5
Section 1.08 - Contiguous Non-Covered Service	5
Section 1.09 - Covered Service.....	5
Section 1.10 - Credited Service	5
Section 1.11 - Domestic Relations Order.....	6
Section 1.12 - Early Retirement Age	7
Section 1.13 - Effective Date of Plan.....	7
Section 1.14 - Eligibility Computation Period.....	7
Section 1.15 - Employee.....	7
Section 1.16 - Employer	7
Section 1.17 - Employer Contributions.....	7
Section 1.18 - Fiduciary.....	8
Section 1.19 - Fiscal Year.....	8
Section 1.20 - Forfeited Service.....	8
Section 1.21 - Named Fiduciaries.....	9
Section 1.22 - Normal Retirement Age.....	9
Section 1.23 - Participant.....	9
Section 1.24 - Participation Date	10
Section 1.25 - Pension Plan or Plan	10
Section 1.26 - Plan Year	10
Section 1.27 - Qualified Domestic Relations Order.....	10
Section 1.28 - Restatement Date.....	10
Section 1.29 - Retired Employee	10
Section 1.30 - Retirement Benefits	10
Section 1.31 - Spouse.....	11
Section 1.32 - Terminated Vested Participant.....	11
Section 1.33 - Total and Permanent Disability	11
Section 1.34 - Trust Agreement	11
Section 1.35 - Trustees.....	11
Section 1.36 - Trust Fund.....	11
Section 1.37 - Union	11
Section 1.38 - Vested Employee.....	12
ARTICLE II – CLASSES OF BENEFITS	13
ARTICLE III – NORMAL RETIREMENT BENEFIT.....	14
Section 3.01 - Eligibility for Normal Retirement Benefit.....	14
Section 3.02 - Computation of Normal Retirement Benefit.....	14
Section 3.03 - Active Benefit Increase.....	18
Section 3.04 - Payment Date.....	18
Section 3.05 - Late Retirement Benefit.....	18

ARTICLE IV – EARLY RETIREMENT BENEFIT	19
Section 4.01 - Eligibility for Early Retirement Benefit	19
Section 4.02 - Computation of Early Retirement Benefit	19
Section 4.03 - Payment Date.....	19
ARTICLE V – DEFERRED VESTED BENEFIT	20
Section 5.01 - Preamble	20
Section 5.02 - Eligibility for Deferred Vested Benefit.....	20
Section 5.03 - Computation of Deferred Vested Benefit	20
Section 5.04 - Payment Date.....	20
ARTICLE VI – FORMS OF RETIREMENT BENEFIT PAYMENT	21
Section 6.01 - Single Life Option	21
Section 6.02 - Joint and 100% Survivor Option	21
Section 6.03 - Joint and 50% Optional Survivor Option.....	24
Section 6.04 - Joint and 75% Optional Survivor Option.....	24
Section 6.05 - Ten Year Certain and Life Option	25
Section 6.06 – Irrevocability.....	25
ARTICLE VII – TOTAL AND PERMANENT DISABILITY BENEFIT	26
Section 7.01 - Eligibility for Total and Permanent Disability Benefit.....	26
Section 7.02 - Computation of Total and Permanent Disability Benefit.....	26
Section 7.03 - Death of Disabled Participant.....	27
Section 7.04 - Payment Date.....	27
Section 7.05 - Recovery of a Disabled Participant.....	27
Section 7.06 - Termination of Total and Permanent Disability Benefit.....	27
Section 7.07 - Benefits for Non-Vested Participants	28
ARTICLE VIII – DEATH BENEFITS.....	29
Section 8.01 - Eligibility for Pre-Retirement Death Benefit	29
Section 8.02 - Forms of Pre-Retirement Death Benefit	29
Section 8.03 - Payment of Pre-Retirement Death Benefit	30
Section 8.04 - Post-Retirement Death Benefit	31
Section 8.05 - Forms of Post-Retirement Death Benefit.....	31
Section 8.06 - Payment Date of Post-Retirement Death Benefit	32
Section 8.07 - Application for Death Benefit.....	33
ARTICLE IX – ADMINISTRATION OF THE PLAN.....	34
Section 9.01 - Responsibility for Administration	34
Section 9.02 - Fiduciary Duties.....	35
Section 9.03 - Preservation of Benefits.....	35
Section 9.04 - Rights Specifically Granted	35
Section 9.05 - Assignment of Benefits.....	35
Section 9.06 - Voluntary Suspension of Benefits	36
Section 9.07 - Information Required.....	36
Section 9.08 - Inability to Receive Payments	36
Section 9.09 - Small Payments	36
Section 9.10 - Reversion of Fund Assets to Employer	36
Section 9.11 - Commencement Date for Pension Payments	37
Section 9.12 - Maximum Benefit Limitation	37
Section 9.13 - Qualified Domestic Relations Order.....	38
Section 9.14 - Crediting of Military Service	39
Section 9.15 - Retiree Increase	40
Section 9.16 - Retroactive Annuity Starting Dates	40
Section 9.17 - Minimum Required Distributions.....	42
Section 9.18 - Right of Recovery.....	46
Section 9.19 – Limitations to File a Lawsuit	46

ARTICLE X – BENEFIT APPLICATION, ELECTION AND APPEAL PROCEDURE ...	48
Section 10.01 - Application for Retirement, Death or Vested Benefit.....	48
Section 10.02 - Election of Retirement Benefits.....	48
Section 10.03 - Notification of Non-Approval of Application	48
Section 10.04 - Claims Appeal Procedure	51
ARTICLE XI – FUNDING OF BENEFITS	56
Section 11.01 - Source of Contributions	56
Section 11.02 - Investment and Funding Policy	56
Section 11.03 - Actuarial Valuations and Plan Review	56
Section 11.04 - Benefits Limitation	56
Section 11.05 - Free Look Rule	56
ARTICLE XII – AMENDMENT AND TERMINATION OF PENSION PLAN	58
Section 12.01 - Amendment of Pension Plan.....	58
Section 12.02 - Conditions of Termination.....	58
Section 12.03 - Procedures in the event of Termination	59
Section 12.04 - Employer Withdrawal Liability	60
Section 12.05 - Non-forfeitability of Benefits	60
Section 12.06 - Mergers and Consolidations	60
ARTICLE XIII – SUSPENSION OF BENEFITS	61
Section 13.01 - General Provisions	61
Section 13.02 - Definitions	62
Section 13.03 - Commencement or Resumption of Payments.....	62
Section 13.04 - Offset Rules	62
Section 13.05 - Notice of Suspension of Benefits.....	63
Section 13.06 - Verification of Employment Status	63
Section 13.07 - Presumptions	64
Section 13.08 - Advance Determination	64
Section 13.09 - Suspension Review Procedures	64
ARTICLE XIV – ROLLOVER DISTRIBUTIONS.....	65
Section 14.01 - Effective Date	65
Section 14.02 - Definitions	65
Section 14.03 - Effect of Direct Rollover	66
ARTICLE XV – SEVERABILITY	67
ARTICLE XVI – TOP HEAVY	68
Section 16.01 - Definitions	68
Section 16.02 - Top Heavy Plan Requirements	69
Section 16.03 - Determination of Top Heavy Status	69
Section 16.04 - Top Heavy Testing	71
Section 16.05 - Top Heavy Benefit Requirements.....	72
Section 16.06 - Modification of Top Heavy Rules	73
SIGNATURE PAGE.....	75

PREFACE

WHEREAS, Section 12.01 of the Plan document of the NECA-IBEW PENSION TRUST FUND provides that the Pension Plan may be amended by the majority action of the Trustees; and

WHEREAS, it is the desire of the Trustees to amend and restate the Pension Plan document in order to reflect the current provisions; and

NOW THEREFORE, the NECA-IBEW Pension Trust Fund Pension Plan shall be amended as follows:

PREAMBLE

Effective June 1, 1971, the Trustees of the NECA-IBEW Pension Trust Fund adopted the NECA-IBEW Pension Trust Fund Pension Plan and executed a Trust Agreement to provide retirement benefits for covered Participants and beneficiaries.

The Plan was previously amended and restated effective as of June 1, 1999, 2003, 2009 and 2014 and the Trustees adopted this amended and restated Plan effective June 1, 2018 as set forth herein.

The Plan and Trust are intended to meet the requirements of Section 401 (a) and 501 (a) of the Internal Revenue Code of 1954, as amended by the Employee Retirement Income Security Act of 1974.

The provisions of this restated Plan shall apply only to a Participant who has worked one or more hours for which Employer contributions are required on or after June 1, 2018. The rights, if any, of a former Participant or Beneficiary covered by the Plan on May 30, 2018 shall be determined in accordance with the provisions of the Plan as it existed on that date.

ARTICLE I – DEFINITIONS

Section 1.01 - Accrued Benefit

The term “Accrued Benefit” shall mean the monthly benefit commencing at Normal Retirement Age that has been earned by a Participant for the years of Service worked for an Employer according to the benefit formula described in Section 3.02.

Section 1.02 - Act or ERISA

The terms “Act” or “ERISA” shall mean the Employee Retirement Income Security Act of 1974, any amendments made thereto and any regulations promulgated pursuant to the provisions of said Act.

Section 1.03 - Actuarial Equivalent

The term “Actuarial Equivalent” shall mean a benefit having the same value as the benefit which it replaces. The determination of an Actuarial Equivalent annuity shall be based upon the Unisex Pension 1984 (UP-84) mortality table, such table set back five (5) years for joint annuitants and an interest rate of six and one-half percent (6 ½%).

The rules for the determination of distributions before June 1, 2002 are found in the 2003 Plan Document.

Effective for distributions beginning on or after June 1, 2002 through May 31, 2008, the applicable mortality table for adjusting benefits or limitations under Code Section 415(b)(2) and for determining the present value of Plan benefits under Code Section 417(e)(3) and the corresponding provisions of ERISA shall be the GAR-94 mortality table projected to 2002 and blended fifty percent (50%) male rates and fifty percent (50%) female rates as contained in Revenue Ruling 2001-62.

For distributions beginning after June 1, 2006 through May 31, 2008, for purposes of adjusting any benefit under subparagraph (B) of Code Section 415(b)(2) for any form of benefit subject to Code Section 417(e)(3), the interest rate assumption shall not be less than the greatest of:

- A. Five and one-half percent (5 ½%);
- B. The rate that provides a benefit of not more than one hundred five percent (105%) of the benefit that would be provided if the applicable interest rate (as defined in Code Section 417(e)(3)) were the interest rate assumption; or
- C. The rate specified under the Plan.

Notwithstanding any other Plan provision, effective June 1, 2008, the lump-sum value shall be the present value using the applicable mortality table and applicable interest rate as described below. The applicable mortality table will be a mortality table, modified as appropriate by the IRS, based on the mortality table specified for the Plan Year under Code Section 430(h)(3)(A) (without regard to the Code Section 430(h)(3)(C) substitute mortality table or the Code Section

430(h)(3)(D) mortality table for the disabled). The applicable interest rate means the Code Section 417(e)(3) spot rate as published by the IRS, which is the adjusted first, second and third segment rates applied under rules similar to the rules of Code Section 430(h)(2)(C) for the month immediately preceding the Plan Year in which the distribution is paid. The adjusted first, second and third segment rates are the first, second and third segment rates determined under Code Section 430(h)(2)(C) if:

- A. The Code Section 430(h)(2)(D) definition of “corporate bond yield curve” was applied by substituting the average yields for the month, as described in Code Section 430(h)(2)(D)(ii) for the average yields for the 24-month period, as described in such Section.
- B. For Plan Years beginning in 2008 through 2011, the first, second and third segment rate for any month is equal to the sum of:
 - 1. The product of the segment rate determined under the general rule above, multiplied by the applicable transitional percentage for the Plan Year; and
 - 2. The product of the annual rate of interest on thirty year Treasury securities as specified by the Commissioner of Internal Revenue for the month of June immediately preceding the Plan Year in which the distribution is paid, multiplied by the applicable transitional percentage for the Plan Year. The transitional percentages are as follows:

Distributions in Plan Year Beginning	Transition Factor for 30 Year Treasury Rates	Transition Factor for Segment Rates
2008	80%	20%
2009	60%	40%
2010	40%	60%
2011	20%	80%
2012	0%	100%

Section 1.04 - Beneficiary

The term “Beneficiary” shall mean a person designated by a Participant, by the terms of the Pension Plan created pursuant to the Trust Agreement, by the provisions of the Act or mandated by law, who is or may become entitled to a benefit. If a Participant fails to designate a Beneficiary, any Death Benefit that may become payable shall be paid to the Participant’s surviving Spouse; if there is no surviving Spouse, then to the Participant’s estate.

Notwithstanding the foregoing, if a Participant names his Spouse as his Beneficiary and then the Participant and Spouse subsequently divorce, that Beneficiary designation is void and of no effect. If the Participant desires to name his ex-spouse as his Beneficiary, the Participant must fill out another Beneficiary designation form after the divorce. Failure to fill out a new form will mean that any Death Benefit will be paid in accordance with the above paragraph.

Section 1.05 - Break In Service

- A. The term “Break In Service” prior to June 1, 1976, shall mean any two (2) consecutive Plan Year period during which a Participant failed to have at least four hundred (400) hours of Employer Contributions made to the Trust Fund on his behalf. The Break In Service shall occur as of the last day of the second Plan Year.
- B. The term “Break In Service” after June 1, 1976 and on or before May 31, 1986, shall mean a Plan Year subsequent to the Participant’s Eligibility Computation Period during which less than two hundred (200) hours of Employer Contributions were made to the Trust Fund on the Participant’s behalf. A one (1) year Break In Service shall occur as of the last day of the Plan Year.

It shall NOT be considered a Break In Service if the Participant is unable to maintain Service because of accident, illness or service in the Armed Forces, provided that the Administration Office is notified of such accident, illness or service in the Armed Forces on a form satisfactory to the Trustees. A Participant who is receiving Total and Permanent Disability Benefits under the Pension Plan CANNOT suffer a Break In Service.

If a Participant incurs a one (1) year Break In Service and thereafter returns to employment with an Employer, his pre-break and post-break Service will not be combined until he works eight hundred seventy (870) hours in a Plan Year.

A Participant shall NOT suffer a Break In Service for any period of Contiguous Non-Covered Service, as hereinafter defined, with an Employer or Employers maintaining this Plan.

- C. For Plan Years beginning June 1, 1986 and after, the term “Break In Service” shall mean a Plan Year during which a Participant failed to work at least two hundred (200) hours for a contributing Employer.
- D. For Plan Years beginning June 1, 1986 and after, it shall NOT be considered a Break In Service if the Participant does not work:
 - 1. During any period of military service in the Armed Forces of the United States;
 - 2. During periods of disability or sickness;
 - 3. Due to the pregnancy of the Participant;
 - 4. Due to the birth of a child to the Participant;
 - 5. Due to the placement of a child with the Participant in connection with the adoption of said child by the Participant (including placement with the Participant for a trial period prior to adoption); or
 - 6. During a period of caring for a child immediately following said child’s birth, adoption or placement.

- E. Effective January 1, 1997, a Participant with seven (7) or more years of Credited Service, employed in the electrical trade in an IBEW unit by a non-contributing governmental agency, shall not by reason thereof incur one (1) or more Breaks In Service during such employment and, upon resuming employment with a Participating Employer, the Participant's pre-moratorium and post-moratorium Service shall be combined for vesting and benefit determination purposes. For the purposes of this Section, "pre-moratorium Service" shall mean Credited Service accrued toward vesting prior to employment in an IBEW unit by a non-contributing governmental agency and the term "post-moratorium Service" shall mean Credited Service after employment in an IBEW unit by a non-contributing governmental agency.

Section 1.06 - Collective Bargaining Agreement

The term "Collective Bargaining Agreement" shall mean a contract between an Employer and a Union and any supplement, amendment or continuation thereof which requires the Employer to make monetary payments to the Trust Fund for Employees' participation.

Section 1.07 - Commissioner's Standard Table

The term "Commissioner's Standard Table" shall mean the prevailing commissioner's standard mortality table described in Code Section 807(d)(5)(A) used to determine reserves for group annuity contracts (without regard to any other subparagraph of Code Section 807(d)(5)).

Section 1.08 - Contiguous Non-Covered Service

The term "Contiguous Non-Covered Service" shall mean non-covered service immediately preceding or following Covered Service for the same Employer with no intervening quit, discharge or retirement and shall include service for which contributions were made by Employers under participation agreements approved by the Trustees.

Section 1.09 - Covered Service

The term "Covered Service" shall mean service within the jurisdiction of the Fund for which an Employer is required to make contributions to the Trust Fund for bargaining unit Employees under a Collective Bargaining Agreement or service for which an Employer is required to make contributions for non-bargaining unit Employees pursuant to a participation agreement.

Section 1.10 - Credited Service

The term "Credited Service" shall mean the number of years for which a Participant receives credit for employment as a bargaining unit Employee or the number of years for which a Participant receives credit for employment as a non-bargaining unit Employee with a participating Employer within the jurisdiction of the NECA-IBEW Pension Trust Fund, consisting of his Past Service and Future Service.

A. Past Service:

Past Service shall be granted to a Participant who worked in the jurisdiction of a participating Union on or before June 1, 1971, or the participation date of a Union, if later, provided that the Participant has Covered Service within the two (2) Plan Years immediately following his Union's participation date and has accrued two (2) years of Future Service. One (1) year of Past Service shall be granted to a Participant for each year between June 1 and May 31 that the Participant worked in the jurisdiction of the Union during the ten (10) year period prior to

the participation date. There shall be a maximum of ten (10) years of Past Service. No Past Service shall be granted to a Participant who subsequently suffers Forfeited Service. No Past Service shall be granted for a non-bargaining unit Participant.

An applicant for benefits desiring credit for Service prior to the participation date of a Union must present evidence of such Service with his application for benefits. Such evidence may include, but is not limited to, employment records, union records and affidavits of individuals. No evidence shall be conclusive upon the Trustees and the Trustees shall be the sole judges of the credibility of such evidence.

B. Future Service From June 1, 1971 through May 31, 1976:

Between June 1, 1971 or the participation date of the Union, if later, and May 31, 1976, one (1) year of Future Service shall be granted to a Participant for each Plan Year during which he worked at least eight hundred (800) hours for which contributions were required to be made to the Pension Fund on his behalf. Such Future Service shall be determined in accordance with the following table:

Hours Worked During Plan Year For Which Contributions Were Made	Amount of Future Service
Less than 400	-0-
400 but less than 800	¼ year
800 or more	1 year

C. Future Service On or After June 1, 1976:

On or after June 1, 1976, or the participation date, if later, one (1) year of Future Service shall be granted to a Participant for each Plan Year that he works for an Employer a minimum eight hundred seventy (870) hours for which Employer Contributions are required to be made to the Trust Fund on his behalf. Provided further, that a Participant shall receive credit for one (1) year of Future Service for employment with a participating Employer during his Eligibility Computation Period regardless of the number of hours worked. A Participant shall receive Future Service credit for any period of Contiguous Non-Covered Service, as herein defined, with an Employer or Employers maintaining this Plan.

There shall be no fractional years of Future Service on or after June 1, 1976.

Section 1.11 - Domestic Relations Order

The term “Domestic Relations Order” shall mean any final judgment, decree or order of a court of competent jurisdiction (including approval of a property settlement agreement), or any interim order which compels compliance by the Trustees, which relates to the provision of child support, alimony payments or marital property rights to a Spouse, former Spouse, child or other dependent of a Participant or former Participant and which is made pursuant to a state domestic relations law (including a community property law).

Section 1.12 - Early Retirement Age

The term “Early Retirement Age” shall mean the age at which the Participant has satisfied the following conditions:

- A. The Participant is at least age fifty-seven (57) and under age sixty-five (65); or, for Participants who have at least one (1) hour of Covered Service on or after May 1, 1999 and initially retire on or after June 1, 1999, the Participant is at least age fifty-five (55) and under age sixty-five (65);
- B. For Participants who do not have one (1) hour of Covered Service on or after May 1, 1999, the bargaining unit Participant has earned at least ten (10) years of Credited Service, including at least two (2) years of Future Service, within the jurisdiction of the Fund; or, the non-bargaining unit Participant has earned at least five (5) years of Future Service solely in non-bargaining unit employment, within the jurisdiction of the Fund; and
- C. For Participants who have at least one (1) hour of Covered Service on or after May 1, 1999, the Participant has earned at least five (5) years of Credited Service.

Section 1.13 - Effective Date of Plan

The Effective Date of the Plan shall be June 1, 1971.

Section 1.14 - Eligibility Computation Period

The term “Eligibility Computation Period” shall mean the period beginning on the Employee’s Participation Date and ending on the last day of that Plan Year.

Section 1.15 - Employee

The term “Employee” shall mean a person covered by agreements between the Employer and an affiliated local IBEW Union. An Employer who desires to include any Employee who is not covered by a Collective Bargaining Agreement with the IBEW in this Plan must apply, in writing, to the Trustees for inclusion of all such Employees and the application shall be subject to the written approval of the Trustees.

Section 1.16 - Employer

The term “Employer” shall mean any employer who now or hereafter has an agreement with a local IBEW Union which requires periodic contributions to the Trust Fund under the Trust Agreement and any supplements, amendments or modifications thereof. The term shall also include employers who participate in the Fund by action of the Trustees appointed pursuant to the Trust Agreement.

Section 1.17 - Employer Contributions

Prior to August 1, 2006, the term “Employer Contributions” shall mean one hundred percent (100%) of all payments required to be made by Employers to the Trust Fund in accordance with applicable Collective Bargaining Agreements or such other written agreements requiring the making of such payments on a Participant’s behalf for work performed before that date.

On or after August 1, 2006, the term “Credited Employer Contributions” shall mean all payments required to be made by Employers to the Trust Fund in accordance with applicable Collective

Bargaining Agreements or such other written agreements requiring the making of such payments on a Participant's behalf for work performed on or after that date, but excluding any "Non-Credited Contributions" as that term is defined in Section 3.02.

A full and complete contribution report and full payment must be submitted by each participating Employer to the Fund Office for each month, no later than the date specified in the applicable Collective Bargaining Agreement. A late penalty of fifty dollars (\$50.00) will be imposed monthly for each delinquent report. A penalty of twenty percent (20%) of the amount of the total monthly contribution due will be imposed for each untimely contribution payment.

In the event that the Trustees are required to conduct an audit to determine the correct amount of monthly contributions due from a participating Employer, the participating Employer shall make all records necessary for the audit available to the auditor designated by the Trustees. If the audit is made necessary by the delinquency of the participating Employer in failing to make timely and complete monthly reports or contributions, the cost of the audit shall be borne by the Employer.

If the Trustees institute suit to compel the submission of monthly reports and/or for the collection of delinquent contributions, the Trustees may seek an appropriate injunctive order and judgment. The Employer against whom suit is instituted by the Fund shall pay all costs of such litigation, including attorney fees which shall not be less than one-third (1/3) of the judgment amount, all costs of collection, audit fees and delinquency penalties. The Trustees may, in appropriate circumstances, seek inclusion of exemplary damages in any judgment rendered for the Fund.

For purposes of determining a Participant's benefits under this Plan, Employer Contributions shall NOT include any contributions for which years of Past or Future Service became forfeited. Notwithstanding anything else to the contrary, for purposes of this Section, Employer Contributions shall NOT include any contributions made or required to be made for work performed prior to payment of a Non-Vested Disability Benefit pursuant to Section 7.07.

Section 1.18 - Fiduciary

The term "Fiduciary" shall mean any person, firm or corporation having power, control, management or disposition over the funds or property of the Trust Fund or as otherwise defined by ERISA.

Section 1.19 - Fiscal Year

The term "Fiscal Year" shall mean the twelve (12) month period beginning June 1 of each year and ending May 31 of the following year.

Section 1.20 - Forfeited Service

- A. For Plan Years June 1, 1971 through May 31, 1976, the term "Forfeited Service" shall mean a two (2) consecutive Plan Year period during which a Participant failed to have at least four hundred (400) hours of Employer Contributions made on his behalf.
- B. For Plan Years June 1, 1976 through May 31, 1986, the term "Forfeited Service" shall mean the number of years of Credited Service of a Participant that becomes forfeited. All Past Service, if any, and Future Service credited to a Non-Vested Employee shall be forfeited at

the time such Employee suffers consecutive one (1) year Breaks In Service which are equal to the prior Credited Service.

A Non-Vested Employee who forfeits Credited Service under the Plan and subsequently returns to Covered Service shall be treated as a new Employee first beginning to work for an Employer. An Employee shall not suffer Forfeited Service for any period of Contiguous Non-Covered Service, as herein defined, with an Employer maintaining this Plan.

- C. For Plan Years beginning on or after June 1, 1986, the term "Forfeited Service" shall mean the number of years of Credited Service earned by a Participant that becomes forfeited. All prior Credited Service of a Non-Vested Employee who has earned less than five (5) years of Credited Service, shall be forfeited at the time he suffers five (5) consecutive Breaks In Service.

A Non-Vested Employee who has earned more than five (5) years of Credited Service shall not suffer Forfeited Service until his consecutive one (1) year Breaks In Service are equal to his prior earned years of Credited Service. Once a Non-Vested Employee forfeits Service under the Plan and subsequently returns to Covered Service, he shall be treated as if he were a new Employee first beginning to work for an Employer. An Employee shall not suffer Forfeited Service for any period of Contiguous Non-Covered Service, as herein defined, with an Employer or Employers maintaining this Plan.

In the event that Forfeited Service does occur, all benefits earned under the Plan prior to such Forfeited Service shall also be forfeited. Vested Participants cannot suffer Forfeited Service under the Plan.

Section 1.21 - Named Fiduciaries

The term "Named Fiduciaries" shall mean the persons, firms or corporations specifically so designated in the Trust Agreement and such persons, firms or corporations who may be so designated by duly adopted resolutions of the Trustees.

Section 1.22 - Normal Retirement Age

Effective June 1, 1990, the term "Normal Retirement Age" shall mean the later of:

- A. The Participant's sixty-fifth (65th) birthday; or
- B. The fifth (5th) anniversary of the date on which a Participant first commences participation under the Plan.

Section 1.23 - Participant

The term "Participant" shall mean an Employee or former Employee of an Employer who is or may become eligible to receive a benefit from this Pension Plan. An Employee included under the prior provisions of the Plan as of the Restatement Date shall be considered a Participant in the Plan as of the date on which contributions were first made to the Pension Fund on his behalf, but periods preceding a Break In Credited Service as determined under the prior provisions of the Plan shall be disregarded. An Employee who commences employment with an Employer

after the Restatement Date shall become a Participant as of the first day following the date on which Employer Contributions are first made to the Trust Fund on his behalf. Once an Employee becomes a Participant, he shall remain a Participant until the earlier of his death or until such time as he suffers Forfeited Service. Once an individual ceases to be a Participant and later desires to participate in this Pension Plan, he must meet the eligibility requirements of this Section as if he were a new Employee first beginning to work for an Employer.

Notwithstanding the foregoing, as of June 1, 2006 there shall be a ninety (90) day waiting period for all non-bargaining unit Employees who are not Participants as of June 1, 2006 before they are eligible for participation in the Plan. However, if a non-bargained Employee was previously a Participant (bargained or non-bargained) and has not suffered Forfeited Service, he is not subject to the aforementioned ninety (90) day waiting period.

Section 1.24 - Participation Date

The term "Participation Date" for each Local Union that participates in the Pension Fund on the Effective Date of the Plan shall be June 1, 1971. The "Participation Date" for all Local Unions that join the Pension Fund subsequent to June 1, 1971, shall be the date on which contributions are first required to be made to this Pension Fund under the terms and conditions of a Collective Bargaining Agreement.

Section 1.25 - Pension Plan or Plan

The term "Pension Plan" or "Plan" shall mean the program of benefits set forth in this instrument, including any amendments or modifications thereof. The name of the Pension Plan shall be the NECA-IBEW Pension Trust Fund Pension Plan.

Section 1.26 - Plan Year

The term "Plan Year" shall mean the twelve (12) month period beginning June 1 of each year and ending May 31 of the subsequent year.

Section 1.27 - Qualified Domestic Relations Order

The term "Qualified Domestic Relations Order" shall mean a Domestic Relations Order which is qualified under Code Section 414(p).

Section 1.28 - Restatement Date

The term "Restatement Date" shall mean June 1, 2018.

Section 1.29 - Retired Employee

The term "Retired Employee" shall mean a Participant who has qualified for and is receiving Normal Retirement Benefits, Early Retirement Benefits or Total and Permanent Disability Benefits.

Section 1.30 - Retirement Benefits

The term "Retirement Benefits" shall mean the Normal Retirement Benefit, Early Retirement Benefit or Total and Permanent Disability Benefit.

Section 1.31 - Spouse

The term “Spouse” shall mean the Participant’s legal spouse at the time a Pre-Retirement Death Benefit is first payable or the legal spouse of the Participant at the time the Participant commences receiving a Retirement Benefit. A Spouse includes a same-sex spouse where the Participant and Spouse were legally married in a state (or any foreign jurisdiction having the legal authority to sanction marriages) that recognizes same-sex marriages.

Section 1.32 - Terminated Vested Participant

The term “Terminated Vested Participant” shall mean a Vested Employee who has achieved vesting, but who thereafter, fails to earn any additional Future Service credit prior to retirement.

Section 1.33 - Total and Permanent Disability

The term “Total and Permanent Disability” shall mean a physical or mental condition of a Participant which the Trustees find on the basis of medical evidence to totally and permanently prevent such Participant from engaging in any occupation for wage or profit, and which, in the opinion of the medical examiner, will be permanent and continuous during the remainder of his life. This criteria is intended to be substantially the same as qualification for Social Security disability eligibility. If a Participant qualifies for Social Security disability eligibility, then he qualifies under the criteria of this Plan. However, no Participant shall be deemed to be Totally and Permanently Disabled for the purpose of this Pension Plan if the incapacity was contracted, suffered or incurred while engaged in a felonious enterprise, or from an injury, wound or disability incurred while serving with the Armed Forces of the United States or from any injury, wound or disability suffered or arising out of a state of war.

Section 1.34 - Trust Agreement

The term “Trust Agreement” shall mean the Agreement and Declaration of Trust establishing the NECA-IBEW Pension Trust Fund and that instrument as from time to time amended.

Section 1.35 - Trustees

The term “Trustees” shall mean the Employer Trustees and the Union Trustees collectively. The term “Union Trustees” shall mean the Trustees appointed by the IBEW Local Unions. The term “Employer Trustees” shall mean the Trustees appointed by the participating Employers. The term “Board of Trustees” or “Board” shall mean the Trustees of the Pension Fund.

Section 1.36 - Trust Fund

The term “Trust Fund” or “Pension Fund” shall mean the NECA-IBEW PENSION TRUST FUND established by participating local IBEW Unions and participating Employers, created pursuant to the Trust Agreement and shall mean generally the monies and other things of value which comprise the corpus and additions to the Trust Fund.

Section 1.37 - Union

The term “Union” shall mean a participating IBEW Local Union or, collectively, shall refer to all participating Local Unions.

Section 1.38 - Vested Employee

Prior to June 1, 1999, the term “Vested Employee” shall mean a Participant who has earned at least ten (10) years of Credited Service as a bargaining unit Employee or in a combination of bargaining unit and non-bargaining unit employment; and with respect to a non-bargaining unit Employee, effective June 1, 1989, the term “Vested Employee” shall mean a Participant who has earned at least five (5) years of Credited Service solely in non-bargaining unit employment, provided he earns at least one (1) hour of Service on or after June 1, 1989.

Effective June 1, 1999, the term “Vested Employee” shall mean a Participant who has earned five (5) years of Credited Service, provided he earns at least one (1) hour of Covered Service on or after May 1, 1999.

ARTICLE II – CLASSES OF BENEFITS

There shall be five (5) classes of benefits payable under this Plan:

- A. Normal Retirement Benefit;
- B. Early Retirement Benefit;
- C. Total and Permanent Disability Benefit;
- D. Deferred Vested Benefit;
- E. Death Benefit.

No benefits of any class shall be payable, or paid, in accordance with the terms of this restated Plan prior to June 1, 2018. Notwithstanding any other provision of the Plan, no Participant shall be eligible to receive more than one (1) class of benefit at the same time.

ARTICLE III – NORMAL RETIREMENT BENEFIT

Section 3.01 - Eligibility for Normal Retirement Benefit

A Participant shall be eligible for a monthly Normal Retirement Benefit provided:

- A. That the Participant has reached his Normal Retirement Age; and
- B. That the Participant has applied for a Normal Retirement Benefit on a form prescribed by the Trustees, has provided all information to determine his eligibility and the Trustees have approved the application.

Section 3.02 - Computation of Normal Retirement Benefit

The monthly Normal Retirement Benefit shall be equal to the sum of: (A) the Participant's Past Service Benefit, if any; (B) his Future Service Benefit accrued prior to June 1, 2003, if any; and (C) his Future Service Benefit accrued on or after June 1, 2003, if any.

A. Past Service Benefit

The Past Service Benefit shall be Two Dollars (\$2.00) times the number of years of Past Service earned by the Participant for the period June 1, 1961 to June 1, 1971, or the ten (10) year period prior to his Union's Participation Date, if later. No Past Service shall be credited for non-bargaining unit work performed by a Participant.

B. Future Service Benefit Accrued Prior To June 1, 2003

The Future Service Benefit accrued prior to June 1, 2003 shall be the product of: (1) the Employer Contributions made on the Participant's behalf for work performed on or after the later of June 1, 1971 or his Union's participation date, but prior to June 1, 2003; and (2) his Future Service Rate determined from the table below based on his Future Service Date. The Future Service Date shall be the earlier of: (1) the first day of the Plan Year immediately following the last Plan Year beginning prior to June 1, 2003 in which the Participant earned a year of Future Service; or (2) the date of benefit commencement. A Future Service Date of June 1, 2003 shall be treated as if such date was May 31, 2003.

In the event that a Participant works during a Plan Year beginning on or after his Future Service Date but prior to June 1, 2003, but does not earn a year of Future Service, the Employer Contributions made on his behalf for such work shall accrue benefits using the Future Service Rate applicable to such Plan Year; the Future Service Rate associated with such Future Service Date shall remain applicable to any Employer Contributions made on his behalf for Plan Years prior to the Future Service Date.

Future Service Date	Future Service Rate
June 1, 1971 through May 31, 1977	2.00%
June 1, 1977 through May 31, 1979	2.35%
June 1, 1979 through May 31, 1980	2.80%
June 1, 1980 through May 31, 1982	3.10%
June 1, 1982 through May 31, 1984	3.30%
June 1, 1984 through May 31, 1987	3.50%
June 1, 1987 through May 31, 1989	3.70%
June 1, 1989 through May 31, 1990	3.85%
June 1, 1990 through May 31, 1994	4.00%
June 1, 1994 through May 31, 1998	4.20%
June 1, 1998 through May 31, 2003	4.35%

C. Future Service Benefit Accrued On or After June 1, 2003 but Prior To August 1, 2006

The Future Service Benefit accrued on or after June 1, 2003 but prior to August 1, 2006 shall be the product of: (1) the Employer Contributions made on the Participant's behalf for work performed on or after the later of June 1, 2003 but prior to August 1, 2006 or his Union's participation date; and (2) three percent (3%).

For purposes of this Section, Employer Contributions shall NOT include any contributions for which years of Past or Future Service became forfeited. Notwithstanding anything else to the contrary, for purposes of this Section, Employer Contributions shall NOT include any contributions made or required to be made for work performed prior to payment of a Non-Vested Disability Benefit pursuant to Section 7.07.

D. Non- Credited Employer Contributions on or after August 1, 2016

A portion of all Employer Contributions made or required to be made for work performed on or after August 1, 2006 shall be classified as “Non-Credited Contributions.” Such contributions shall not be credited to the Participant, but shall be used to improve the funding of the Plan. Any Employer Contributions that are not Non-Credited Contributions shall be considered “Credited Contributions.”

Non-Credited Contributions shall be defined as contributions attributable to the Non-Credited Contribution Rate in effect as of the work date according to the following table:

Effective Date	Increase (Decrease) in Non-Credited Contribution Rate	Total Non-Credited Contribution Rate
8/1/2006	10¢/hr.	10¢/hr.
6/1/2007	15¢/hr.	25¢/hr.
10/1/2009	30¢/hr.	55¢/hr.
6/1/2010	35¢/hr.	90¢/hr.
6/1/2011	30¢/hr.	\$1.20/hr.
6/1/2012	50¢/hr.	\$1.70/hr.
6/1/2013	50¢/hr.	\$2.20/hr.
6/1/2014	(40¢/hr.)	\$1.80/hr.
6/1/2015	(40¢/hr.)	\$1.40/hr.
6/1/2017	(40¢/hr.)	\$1.00/hr.
6/1/2018	(40¢/hr.)	60¢/hr.

For purposes of this Section 3.02, Credited Contributions shall NOT include any contributions for which years of Past or Future Service became forfeited. Furthermore, Credited Contributions shall NOT include any contributions made or required to be made for work performed prior to payment of a Non-Vested Disability Benefit pursuant to Section 7.07.

E. Future Service Benefit Accrued On or After August 1, 2006 But Prior To June 1, 2009

The Future Service Benefit accrued on or after August 1, 2006 but prior to June 1, 2009 shall be the product of: (1) the Credited Contributions made on the Participant’s behalf for work performed on or after the later of August 1, 2006 but prior to June 1, 2009 or his Union’s participation date; and (2) two and one-half percent (2 ½%).

F. Future Service Benefit Accrued On or After June 1, 2009 But Prior to January 1, 2017

The Future Service Benefit accrued on or after June 1, 2009 but prior to January 1, 2017 shall be the product of: (1) the Credited Contributions made on the Participant’s behalf for work performed on or after the later of June 1, 2009 but prior to January 1, 2017 or his Union’s participation date; and (2) one percent (1.00%).

G. Future Service Benefit Accrued On or After January 1, 2017

The Future Service Benefit accrued on or after January 1, 2017 shall be the sum of (1) and (2) below:

- (1) One percent (1.00%) of the Credited Contributions made on the Participant's behalf for work performed on or after January 1, 2017 that are attributable to the Participant's Old Money Rate.
- (2) Two percent (2.00%) of the Employer Contributions made on the Participant's behalf for work performed on or after January 1, 2017 that are attributable to the Participant's New Money Rate.

For work dates during the period January 1, 2017 through December 31, 2017, contributions received via a reciprocity agreement shall earn benefits pursuant to sub-paragraph (1) above only. No portion of such contributions shall earn benefits pursuant to sub-paragraph (2).

For work dates on and after January 1, 2018, the two percent (2.00%) benefit multiplier described in sub-paragraph (2) above shall apply to contributions received via a reciprocity agreement that are attributable to a contribution rate equal to the lesser of:

- (i) The Participant's home local's New Money Rate in effect at the time the hours were worked, or
- (ii) The excess (if any) of: (a) the rate at which the reciprocal contributions were received, less the current Non-Credited Contribution Rate, over (b) the Participant's home local's Old Money Rate that would be applicable to the type of work performed in effect at the time the hours were worked.

For work dates on and after January 1, 2018, any reciprocal Credited Contributions not described above shall earn benefits at the one percent (1.00%) benefit multiplier described in sub-paragraph (1) above.

For purposes of this subsection G, "New Money Rate" shall mean the sum of any contribution rate increases that were effective on or after January 1, 2017. "Old Money Rate" shall mean the rate at which contributions were paid to the Plan less the applicable Non-Credited Contribution Rate and less the "New Money Rate."

H. Certain Benefits Attributable to Employer Withdrawn Pursuant to "Free Look" Rule

Notwithstanding anything else to the contrary, pursuant to Code Section 411(a)(3)(E), if a Participant's Employer, who first began contributing to the Plan on or after June 1, 2012, withdraws from the Plan and avoids making withdrawal liability payments due to the application of the free look rule of Section 4210 of ERISA (pursuant to Section 11.05), any benefit accrued under this Section 3.02 as a result of service with such Employer before the employer had an obligation to contribute to the Plan that is not in pay status at the time of, or prior to, such withdrawal shall be forfeited.

Section 3.03 - Active Benefit Increase

In calculating the Future Service benefit for any Participant who worked one (1) or more hours during the Plan Year ended May 31, 1999 for which contributions were required to be made to the Pension Fund, the amount of Employer Contributions made on the Participant's behalf for work performed after the later of June 1, 1971 or his Union's Participation Date and prior to June 1, 1999 shall be increased by ten percent (10%). Notwithstanding the foregoing, this paragraph shall NOT apply to a Participant who is in receipt of monthly Retirement or Disability Benefit payments as of May 31, 1999.

Section 3.04 - Payment Date

The Normal Retirement Benefit shall commence on the first day of the month coinciding with or following the later of:

- A. The date on which the Participant attains Normal Retirement Age;
- B. The date specified in the Participant's application to the Trustees for a Normal Retirement Benefit; or
- C. The date the Trustees received the Participant's application for a Normal Retirement Benefit.

Benefits shall continue monthly thereafter for the lifetime of the Participant with the last payment to be made on the first day of the month preceding the death of the Participant.

Section 3.05 - Late Retirement Benefit

The Normal Retirement Benefit of a Participant who retires after Normal Retirement Age shall be the greater of:

- A. Such Participant's Accrued Benefit calculated as if he/she had ceased all employment on his/her Normal Retirement Age, actuarially adjusted for the age at which the Participant actually begins to receive payments hereunder, provided that no adjustment shall be made for any months during which payments would have been suspended pursuant to Article XIII; or
- B. The Participant's Accrued Benefit calculated at his/her actual retirement date.

ARTICLE IV – EARLY RETIREMENT BENEFIT

Section 4.01 - Eligibility for Early Retirement Benefit

A Participant shall be eligible for a monthly Early Retirement Benefit provided:

- A. The Participant has attained his Early Retirement Age; and
- B. The Participant has applied for an Early Retirement Benefit on a form prescribed by the Trustees, has provided all information to determine his eligibility and the Trustees have approved the application.

Section 4.02 - Computation of Early Retirement Benefit

Effective June 1, 2000 the monthly Early Retirement Benefit shall be computed in the same manner as the monthly Normal Retirement Benefit described in Section 3.02 and shall be reduced in accordance with the following table. Reduction tables applicable to Participants who did not work at least one (1) hour of Credited Service on or after May 1, 2000 are set forth in prior Plan Documents.

<u>Attained Age at Early Retirement</u>	<u>Percentage of Normal Retirement Benefit</u>
62	100.0%
61	100.0%
60	100.0%
59	92.5%
58	85.0%
57	77.5%
56	70.0%
55	62.5%

Section 4.03 - Payment Date

The Early Retirement Benefit shall commence on the first day of the month coinciding with or following the later of:

- A. The date on which the Participant attains Early Retirement Age;
- B. The date specified in the Participant's application to the Trustees for an Early Retirement Benefit; or
- C. The date the Trustees received the Participant's application to the Trustees for an Early Retirement Benefit.

Benefits shall continue monthly thereafter for the lifetime of the Participant with the last payment to be made on the first day of the month preceding the death of the Participant.

ARTICLE V – DEFERRED VESTED BENEFIT

Section 5.01 - Preamble

A Participant who becomes a Vested Employee shall be eligible for a Normal or Early Retirement Benefit at the time he reaches Normal or Early Retirement Age, respectively.

Section 5.02 - Eligibility for Deferred Vested Benefit

A Participant shall be eligible to receive a Deferred Vested Benefit payable at Normal Retirement Age or a reduced amount payable at Early Retirement Age provided:

- A. The Participant is a Vested Employee; and
- B. The Participant has applied for a Deferred Vested Benefit on a form prescribed by the Trustees, has provided all information to determine his eligibility and the Trustees have approved the application.

Section 5.03 - Computation of Deferred Vested Benefit

The Deferred Vested Benefit shall be a monthly benefit payable at Normal Retirement Age equal to one hundred percent (100%) of the Participant's monthly Normal Retirement Benefit, as described in Article III.

The monthly Deferred Vested Benefit payable to a Participant who elects that his benefits commence at Early Retirement Age shall be equal to a percentage of the Participant's Accrued Benefit reduced in accordance with the table set forth in Section 4.02.

Section 5.04 - Payment Date

The Deferred Vested Benefit shall commence on the first day of the calendar month coinciding with or following the later of:

- A. The date on which the Participant attains Normal or Early Retirement Age;
- B. The date specified in the Participant's application to the Trustees; or
- C. The date the Trustees receive the Participant's application.

Benefits shall continue monthly thereafter for the lifetime of the Participant with the last payment to be made on the first day of the month preceding the death of the Participant.

ARTICLE VI – FORMS OF RETIREMENT BENEFIT PAYMENT

Retirement Benefit payments shall be made in one (1) of the following forms.

Section 6.01 - Single Life Option

In the absence of an election to the contrary, the Normal, Early or Deferred Vested Retirement Benefit to which an unmarried Participant is entitled shall be paid in the form of a Single Life Option.

Under the Single Life Option form of payment, benefits shall be payable for the lifetime of the Retired Employee with post-retirement provisions that provide for at least sixty (60) monthly payments. Upon the death of the Retired Employee, benefit payments shall cease as of the last day of the calendar month in which the Retired Employee died if the retired Participant had received sixty (60) or more monthly payments. **NO FURTHER PAYMENTS SHALL BE MADE AFTER THE DEATH OF THE RETIRED EMPLOYEE EXCEPT AS PROVIDED UNDER THE POST-RETIREMENT DEATH BENEFIT.**

Section 6.02 - Joint and 100% Survivor Option

Unless an optional form of payment is selected pursuant to a Qualified Election within the one hundred eighty (180) day period ending on the date benefit payments would commence, the Normal, Early or Deferred Vested Retirement Benefit payable to a married Participant shall be paid in the form of a qualified Joint and 100% Survivor Option.

For the purpose of this Section, these terms shall be defined as follows:

A. **Earliest Retirement Age**

The earliest date on which, under the Plan, the Participant could elect to receive Retirement Benefits.

B. **Qualified Election**

A waiver of a qualified Joint and 100% Survivor Option. The waiver must be in writing on a form approved by the Trustees and must be consented to by the Participant's Spouse. The Spouse's consent to the waiver must be witnessed by a Notary Public and must be limited to a benefit for a specific identified alternate Beneficiary. Notwithstanding this consent requirement, if the Participant establishes, to the satisfaction of a Plan representative that such written consent cannot be obtained because there is no Spouse or that the Spouse cannot be located, a waiver shall be deemed a Qualified Election. Any consent necessary under this provision shall not be valid with respect to any other Spouse. Additionally, a revocation of a prior waiver may be made by a Participant without the consent of the Spouse at any time before the commencement of the benefits. The number of revocations shall not be limited. Any new waiver or change of Beneficiary shall require a new spousal consent.

C. Joint and 100% Survivor Option

A benefit for the life of the Participant with a survivor benefit for the life of the surviving Spouse, which is one hundred percent (100%) of the amount of the benefit during the joint lives of the Participant and the surviving Spouse and which is the Actuarial Equivalent of the normal form of benefit.

D. Spouse (Surviving Spouse)

The Spouse or surviving Spouse of the Participant, provided that a former Spouse will be treated as the Spouse or surviving Spouse to the extent provided under a Qualified Domestic Relations Order as described in Code Section 414(p).

In the case of a qualified Joint and 100% Survivor Option, as described in this Section 6.02, the Administrative Manager shall provide each Participant with a written explanation of:

1. The terms and conditions of a qualified Joint and 100% Survivor Option;
2. The Participant's right to make and the effect of an election to waive the qualified Joint and 100% Survivor Option form of benefit;
3. The rights of a Participant's Spouse; and
4. The right to make, and the effect of, a revocation of a previous election to waive the qualified Joint and 100% Survivor Option.

The preceding explanation shall be provided to the Participant at least thirty (30) days, but not more than ninety (90 days) (one hundred eighty (180) days for explanations distributed on or after June 1, 2007), prior to the commencement of benefits.

Notwithstanding the foregoing, effective for distributions commencing on or after December 1, 2016, such notice may be provided between twenty-nine (29) and eight (8) days prior to commencement of benefits if the following conditions are satisfied:

1. The Administrative Manager provides information to the Participant clearly indicating that the Participant has a right to at least thirty (30) days to consider whether to waive the qualified Joint and 100% Survivor Option and consent to a form of distribution other than a qualified Joint and 100% Survivor Option.
2. The Participant is permitted to revoke an affirmative distribution election at least until the annuity starting date, or, if later, at any time prior to the expiration of the seven-day period that begins the day after the explanation of the qualified Joint and 100% Survivor Option is provided to the Participant.
3. The annuity starting date is after the date that the explanation of the qualified Joint and 100% Survivor Option is provided to the Participant.

4. Distribution in accordance with the affirmative election does not commence before the expiration of the seven-day period that begins the day after the explanation of the QJSA is provided to the Participant.

The qualified Joint and 100% Survivor Option will be payable to a Participant who is otherwise eligible for either a Normal, Early or Deferred Vested Retirement Benefit, who is married on the date benefit payments commence and who has not otherwise given a written waiver of spousal consent.

The qualified Joint and 100% Survivor Option shall provide a reduced monthly benefit which shall be the Actuarial Equivalent of the Normal, Early or Deferred Vested Retirement Benefit to which the Participant is otherwise entitled. The factor used to determine the amount of the monthly benefit shall be taken from the table of factors prepared by the Plan actuary. The amount of each monthly benefit shall be calculated by multiplying the appropriate factor from the table of factors by the monthly amount of the Normal, Early or Deferred Vested Retirement Benefit. The qualified Joint and 100% Survivor Option shall provide monthly income to the Participant for his life. Upon the Retired Employee's death, monthly benefits shall commence to the surviving Spouse in an amount equal to the deceased Retired Employee's monthly benefit and shall continue for the life of the surviving Spouse.

The monthly benefits payable under the qualified Joint and 100% Survivor Option shall begin on the first day of the month coinciding with or following the later of:

1. The date on which the Participant attains Normal or Early Retirement Age;
2. The date specified in the Participant's application to the Trustees for a Retirement Benefit; or
3. The date the Trustees received the Participant's application for a Retirement Benefit.

Monthly benefits shall continue for the lifetime of the Participant with the last payment to be made on the first day of the calendar month preceding the death of the Participant. One hundred percent (100%) of such monthly amount shall continue to be made thereafter for the remainder of the surviving Spouse's lifetime with the last payment to be made on the first day of the calendar month preceding the death of the surviving Spouse.

In the event, however, that the Retired Employee's Spouse should predecease the Retired Employee after the commencement date of the benefit payments, the Retired Employee shall, thereafter, receive a monthly benefit for the remainder of his life which shall be equal to the benefit he would have received under the Normal, Early or Deferred Vested Retirement Benefit.

For deaths occurring prior to April 28, 2015, in order to qualify as a "surviving Spouse," the individual must have been married to the deceased Participant during the full twelve (12) months preceding the Participant's death. For deaths on or after April 28, 2015, in order to qualify as a "surviving Spouse," the individual must have been married to the Participant on the Participant's annuity starting date.

Section 6.03 - Joint and 50% Optional Survivor Option

In lieu of either the Single Life Option, the Joint and 100% Survivor Option or Joint and 75% Survivor Option forms of payment or a Ten Year Certain and Life Option, a Participant may elect that his Normal, Early or Deferred Vested Retirement Benefit be paid in the form of a Joint and 50% Optional Survivor Benefit payment.

The Joint and 50% Optional Survivor Benefit shall provide a reduced monthly benefit which shall be the Actuarial Equivalent of the Normal, Early or Deferred Vested Retirement Benefit to which the Participant is otherwise entitled. The amount of each monthly benefit shall be calculated by multiplying the appropriate factor from the table of factors by the monthly amount of Normal, Early or Deferred Vested Retirement Benefit. The factor used to determine the amount of monthly benefit shall be taken from a table of factors prepared by the Plan actuary. The Joint and 50% Optional Survivor Benefit shall provide a monthly income to the Retired Employee for his life. Upon the Retired Employee's death, monthly benefits shall commence to the surviving Spouse in an amount equal to fifty percent (50%) of the deceased Retired Employee's monthly benefit and shall continue for the life of the surviving Spouse.

In the event, however, that the Retired Employee's Spouse should predecease the Retired Employee after the commencement date of the benefit payments, the Retired Employee shall, thereafter, receive a monthly benefit for the remainder of his life which shall be equal to the benefit he would have received under the Normal, Early or Deferred Vested Retirement Benefit.

For deaths occurring prior to April 28, 2015, in order to qualify as a "surviving Spouse," the individual must have been married to the deceased Retired Employee during the full twelve (12) months preceding the Retired Employee's death. For deaths on or after April 28, 2015, in order to qualify as a "surviving Spouse," the individual must have been married to the Participant on the Participant's annuity starting date.

Section 6.04 - Joint and 75% Optional Survivor Option

Effective June 1, 2014, in lieu of either the Single Life Option, the Joint and 100% Survivor Option or Joint and 50% Survivor Option forms of payment or a Ten Year Certain and Life Option, a Participant may elect that his Normal, Early or Deferred Vested Retirement Benefit be paid in the form of a Joint and 75% Optional Survivor Benefit payment.

The Joint and 75% Optional Survivor Benefit shall provide a reduced monthly benefit which shall be the Actuarial Equivalent of the Normal, Early or Deferred Vested Retirement Benefit to which the Participant is otherwise entitled. The amount of each monthly benefit shall be calculated by multiplying the appropriate factor from the table of factors by the monthly amount of Normal, Early or Deferred Vested Retirement Benefit. The factor used to determine the amount of monthly benefit shall be taken from a table of factors prepared by the Plan actuary. The Joint and 75% Optional Survivor Benefit shall provide a monthly income to the Retired Employee for his life. Upon the Retired Employee's death, monthly benefits shall commence to the surviving Spouse in an amount equal to seventy-five percent (75%) of the deceased Retired Employee's monthly benefit and shall continue for the life of the surviving Spouse.

In the event, however, that the Retired Employee's Spouse should predecease the Retired Employee after the commencement date of the benefit payments, the Retired Employee shall, thereafter, receive a monthly benefit for the remainder of his life which shall be equal to the benefit he would have received under the Normal, Early or Deferred Vested Retirement Benefit.

For deaths occurring prior to April 28, 2015, in order to qualify as a "surviving Spouse," the individual must have been married to the deceased Retired Employee during the full twelve (12) months preceding the Retired Employee's death. For deaths on or after April 28, 2015, in order to qualify as a "surviving Spouse," the individual must have been married to the Participant on the Participant's annuity starting date.

Section 6.05 - Ten Year Certain and Life Option

In lieu of either the Single Life Option or the Joint and 100% Survivor Option, Joint and 50% Survivor Option or the Joint and 75% Survivor Option form of payment, a Participant may elect that his Normal, Early or Deferred Vested Retirement Benefit be paid in the form of a Ten Year Certain and Life Option. If the Retired Employee is married, the Joint and 100% Survivor Option must be waived in order to receive his benefit in the Ten Year Certain and Life Option. The requirements to waive a Joint and 100% Survivor Option are found at Section 6.02. The Ten Year Certain and Life Option shall provide a reduced monthly benefit. The amount of each monthly benefit shall be calculated by multiplying the appropriate factor from the table of factors prepared by the Plan actuary by the monthly amount of the Normal, Early or Deferred Vested Retirement Benefit. The Ten Year Certain and Life Option shall provide monthly income to the Retired Employee for his life with a guarantee of at least one hundred twenty (120) payments. Should the Retired Employee die before receiving one hundred twenty (120) payments, payments shall continue to the designated Beneficiary for the balance of one hundred twenty (120) months in an amount equal to the monthly benefit the deceased Retired Employee was receiving prior to his death. Should the Beneficiary die prior to receiving the balance of the one hundred twenty (120) payments, the unpaid balance of the one hundred twenty (120) payments shall be paid to a second Beneficiary designated by the retired Participant. In the event that the retired Participant fails to name a second Beneficiary, any unpaid payments shall be made to the first Beneficiary's estate. The monthly benefits payable under the Ten Year Certain and Life Option shall begin on the first day of the month coinciding with or following the later of:

- A. The date on which the Participant attains Normal or Early Retirement Age;
- B. The date specified in the Participant's application to the Trustees for a Retirement Benefit; or
- C. The date the Trustees received the Participant's application for a Retirement Benefit.

Section 6.06 – Irrevocability

Unless otherwise specifically stated in this Plan, a Participant's, or if applicable, a Beneficiary's or Alternate Payee's, form of payment of benefits is irrevocable once benefit payments commence.

ARTICLE VII – TOTAL AND PERMANENT DISABILITY BENEFIT

Section 7.01 - Eligibility for Total and Permanent Disability Benefit

A Participant who is totally and permanently disabled, in accordance with the definition of Total and Permanent Disability set forth in Section 1.33 of the Plan, shall be eligible for monthly Total and Permanent Disability Benefit payments provided:

- A. That the disability occurred after June 1, 1973;
- B. That the Participant has earned at least ten (10) years of Credited Service, of which two (2) are Future Service;
- C. The Participant has not left the jurisdiction of the Fund;
- D. The Participant has had Employer Contributions made (or required to be made) to the Fund on his behalf at some time during the two (2) consecutive Plan Years immediately preceding the date of the disability; and
- E. That the Participant has applied for a Total and Permanent Disability Benefit on a form prescribed by the Trustees and the Trustees have approved the application.

Section 7.02 - Computation of Total and Permanent Disability Benefit

The monthly Total and Permanent Disability Benefit shall be equal to the Participant's Normal Retirement Benefit accrued to the date of disability and shall be payable only during continued Total and Permanent Disability or until reaching age sixty-five (65).

Notwithstanding the preceding paragraph, effective for Participants who are determined by the Social Security Administration to have been Totally and Permanently Disabled with a date of disability on or after August 1, 2006, or, otherwise, as determined by the Trustees to be Totally and Permanently Disabled with a date of disability on or after August 1, 2006, the monthly Total and Permanent Disability Benefit shall be equal to sixty-two and one-half percent (62 ½%) of the Participant's Normal Retirement Benefit accrued to the date of disability and shall be payable only during continued Total and Permanent Disability or until reaching age fifty-five (55).

A Participant who reaches age sixty-five (65), or age fifty-five (55) for dates of disability occurring on or after August 1, 2006, who has an eligible Spouse and who is receiving a Total and Permanent Disability Benefit shall, unless he elects otherwise and his Spouse consents in writing thereto, begin receiving a Normal Retirement Benefit in the Joint and 100% Survivor Option form, as described in Section 6.02, and his right to further Total and Permanent Disability Benefit payments shall cease. A Participant who reaches age sixty-five (65), or age fifty-five (55) for dates of disability occurring on or after August 1, 2006, who does NOT have an eligible Spouse, shall, unless he elects otherwise, begin receiving a Normal Retirement Benefit, in the form of a Single Life Option, as described in Section 6.01, and his right to receive further Total and Permanent Disability Benefit payments shall cease.

The Total and Permanent Disability Benefit for non-vested Participants who become disabled as defined in Section 1.33, on or after June 1, 2001 shall be as set forth in Section 7.07.

Section 7.03 - Death of Disabled Participant

In the event of the death of a disabled Participant, any Death Benefit shall be determined in accordance with the Pre-Retirement Death Benefit provisions set forth in Section 8.02.

Section 7.04 - Payment Date

A Participant who meets the eligibility requirements for a Total and Permanent Disability Benefit shall commence receiving Total and Permanent Disability Benefit payments on the first day of the calendar month following the date the Trustees approve commencement of payment upon the Participant's application.

Notwithstanding the foregoing, a Participant who meets the eligibility requirements for a Total and Permanent Disability Benefit shall commence receiving Total and Permanent Disability Benefit payments as soon as practical following the date the Trustees approve commencement of payment upon the Participant's application but retroactive to the first day of the calendar month following the date of disability established by the Social Security Administration. The preceding sentence shall apply only in cases where the decision by the Social Security Administration's Administrative Law Judge is rendered on or after October 1, 2000.

Section 7.05 - Recovery of a Disabled Participant

In the event a disabled Participant temporarily recovers and is re-employed, but subsequently retires, benefits shall resume in accordance with the rules for Normal Retirement Benefit or the Early Retirement Benefit. The benefit payable upon retirement shall be calculated as if the Participant were then first retired and shall be based on his Past Service Benefit and Future Service Benefit at his latest retirement.

Section 7.06 - Termination of Total and Permanent Disability Benefit

Total and Permanent Disability Benefit payments shall terminate upon the happening of any of the following:

- A. The Participant engages in any occupation or employment for remuneration or profit;
- B. The Trustees determine, on the basis of medical findings, that the Participant has sufficiently recovered to resume any occupation or employment for profit or remuneration;
- C. The Participant refuses to undergo a periodic medical examination; provided, however, that the Participant may not be required to undergo a medical examination more often than twice a year at the Participant's expense;
- D. The Participant reaches age sixty-five (65); or, in case of dates of disability occurring on or after August 1, 2006, age fifty-five (55); or
- E. The Participant dies.

Section 7.07 - Benefits for Non-Vested Participants

A Participant who becomes disabled as defined in Section 1.33, on or after June 1, 2001 but who is not vested in his accrued benefit at the time of disablement shall be entitled to a single sum benefit in an amount equal to the sum of: (1) one hundred ten percent (110%) of all Employer Contributions made or required to be made on the Participant's behalf for work performed prior to June 1, 1999, provided the Participant was credited with at least one (1) Hour of Service between June 1, 1998 and May 31, 1999; plus (2) one hundred percent (100%) of all "credited" Employer Contributions made or required to be made on the Participant's behalf for work performed on or after June 1, 1999. If the Participant does not have at least one (1) Hour of Service between June 1, 1998 and May 31, 1999, then the Participant shall receive one hundred percent (100%) of the Employer Contributions made or required to be made on the Participant's behalf for work performed prior to June 1, 1999; plus one hundred percent (100%) of all "credited" Employer Contributions made or required to be made on the Participant's behalf for work performed on or after June 1, 1999.

Notwithstanding anything to the contrary, a Participant who has received a Non-Vested Disability Benefit pursuant to the provisions of this Section shall thereafter be ineligible to receive additional Non-Vested Disability Benefits hereunder. Furthermore, any Employer Contributions made or required to be made on the Participant's behalf prior to the payment of a Non-Vested Disability Benefit as described herein shall no longer be considered in the calculation of his Future Service Benefit under subsections 3.02B-E.

ARTICLE VIII – DEATH BENEFITS

Should a Participant die before commencing to receive any Retirement Benefits from the Plan, the surviving Spouse or Beneficiary may be entitled to receive a Pre-Retirement Death Benefit. The form, amount and commencement date of the benefit payments will depend upon certain factors and the Participant's date of death. One (1) of the following Pre-Retirement Death Benefits may be payable on behalf of the deceased Participant.

Section 8.01 - Eligibility for Pre-Retirement Death Benefit

The Beneficiary of a deceased Participant whose death occurred before he received any Normal Retirement, Early Retirement or Deferred Vested Benefits shall be eligible for a Pre-Retirement Death Benefit.

Section 8.02 - Forms of Pre-Retirement Death Benefit

A. Automatic Surviving Spouse Benefit

The surviving Spouse of a deceased Participant who was a Vested Employee at the time of his death shall be eligible to receive a benefit upon the later of:

1. The date the Participant would have attained age eligibility for a Normal or Early Retirement Benefit under the Plan; or
2. The date of the Participant's death.

The Surviving Spouse Benefit shall be equal to fifty percent (50%) of the monthly benefit the deceased Participant would have received under the Joint and 50% Optional Survivor Option commencing on such date.

B. Optional Surviving Spouse Benefits

In lieu of the Automatic Surviving Spouse Benefits described in A. above, the surviving Spouse of a deceased Participant who was a Vested Employee at the time of his death shall be eligible to receive one (1) of the Optional Surviving Spouse Benefits below. However, the Optional Surviving Spouse Benefits are only payable if the surviving Spouse waives his right to the Automatic Surviving Spouse Benefit to which he would be entitled under A. above and elects one of the Optional Surviving Spouse Benefits described below.

1. The surviving Spouse shall be eligible to receive a Pre-Retirement Death Benefit in a monthly amount equal to the Participant's Normal Retirement Benefit payable for a sixty (60) month period. However, the sixty (60) month payment period shall be reduced by one (1) month for each monthly Total and Permanent Disability Benefit payment received by the Participant prior to his death. The surviving Spouse of a Participant who received sixty (60) or more monthly Total and Permanent Disability Benefit payments shall not be eligible for a benefit under this paragraph. The monthly benefit described in this paragraph shall not be payable if the Actuarial Equivalent thereof is less than the Actuarial Equivalent of the Automatic Surviving Spouse Benefit described in A. above.

2. The surviving Spouse shall be eligible to receive a single sum cashout equal to the greater of:
 - a. The Actuarial Equivalent of the monthly payout described in subsection 8.02B.1.;
or
 - b. The Actuarial Equivalent of the Automatic Surviving Spouse Benefit described in subsection 8.02A.

C. Vested Non-Spouse Benefits

The Beneficiary of a deceased Participant who does not have a surviving Spouse but who was a Vested Employee at the time of death shall be eligible for one (1) of the benefits below.

1. A Pre-Retirement Death Benefit in a monthly amount equal to the Participant's Normal Retirement Benefit which shall be payable for a sixty (60) month period. However, the sixty (60) month payment period shall be reduced by one (1) month for each monthly Total and Permanent Disability Benefit payment received by the Participant prior to his death. The Beneficiary of a Participant who received sixty (60) or more monthly Total and Permanent Disability Benefit payments shall not be eligible for a benefit under this paragraph; or
2. A single sum cashout equal to the Actuarial Equivalent of the monthly payout described in subsection 8.02C.1.

D. Survivor Benefits for Non-Vested Participants

In the event of the death of a Non-Vested Participant on or after June 1, 1999 and prior to June 1, 2001, the Participant's Beneficiary shall be entitled to a single sum benefit equal to the total of all Employer Contributions made or required to be made on his behalf.

In the event of the death of a Non-Vested Participant on or after June 1, 2001, the Participant's Beneficiary shall be entitled to a single sum benefit equal to the sum of: (1) one hundred ten percent (110%) of all Employer Contributions made or required to be made on the Participant's behalf for work performed prior to June 1, 1999, provided the Participant was credited with at least one (1) Hour of Service between June 1, 1998 and May 31, 1999; plus (2) one hundred percent (100%) of all "credited" Employer Contributions made or required to be made on the Participant's behalf for work performed on or after June 1, 1999. If the Participant does not have at least one (1) Hour of Service between June 1, 1998 and May 31, 1999, then the Participant's Beneficiary shall receive one hundred percent (100%) of the Employer Contributions made or required to be made on the Participant's behalf for work performed prior to June 1, 1999 and one hundred percent (100%) of all "credited" Employer Contributions made or required to be made on the Participant's behalf for work performed on or after June 1, 1999.

Section 8.03 - Payment of Pre-Retirement Death Benefit

A. Automatic Surviving Spouse Benefit

The Automatic Surviving Spouse Benefit payable under subsection 8.02A. to the surviving Spouse of a deceased Vested Employee who died prior to reaching the Early Retirement Age shall commence on the first day of the calendar month in which the deceased Participant would have reached the Early Retirement Age had he lived. Benefit payments shall continue for the lifetime of the surviving Spouse with the last payment to be made on the first day of the calendar month during which the surviving Spouse dies.

The Automatic Surviving Spouse Benefit payable under subsection 8.02A. to the surviving Spouse of a deceased Vested Employee who died after having reached the Early Retirement Age, but prior to actual retirement, shall commence on the first day of the calendar month next following the Participant's date of death. Benefit payments shall continue for the lifetime of the surviving Spouse with the last payment to be made on the first day of the calendar month during which the surviving Spouse dies.

B. Guaranteed Monthly Payout

The surviving Spouse or Beneficiary of a deceased vested Participant who elects to receive the monthly payout provided in subsections 8.02B.1. or C.1., shall have a benefit commencement date of the first day of the calendar month next following the approval of a completed application and shall continue receiving benefits until a total of sixty (60) monthly payments have been made (or such lesser number of payments as determined under subsections 8.02B.1. or C.1.).

C. Lump Sum Benefit

The surviving Spouse or Beneficiary of a deceased Participant who elects the lump sum benefit provided in subsections 8.02 B.2., C.2., or D. shall have a benefit commencement date of the first day of the calendar month next following the approval of a completed application.

Section 8.04 - Post-Retirement Death Benefit

The Beneficiary of a retired Participant shall be eligible to receive a Post-Retirement Death Benefit provided either:

- A. The retired Participant had received at least one (1) Retirement Benefit payment in the form of a Joint and Survivor Option; or
- B. The retired Participant had received at least one (1) but less than sixty (60), Normal or Early Retirement Benefit payments in the form of a Single Life Option or at least one (1) but less than one hundred twenty (120) payments in the form of the Ten Year Certain and Life Option.

Section 8.05 - Forms of Post-Retirement Death Benefit

- A. **50% Survivor Benefit to Spouse:** The surviving Spouse of a retired Participant who had received at least one (1) Joint and 50% Optional Survivor Benefit payment shall receive a

monthly benefit equal to fifty percent (50%) of the amount the retired Participant was receiving at the time of his death.

- B. 100% Survivor Benefit to Spouse:** The surviving Spouse of a retired Participant who had received at least one (1) Joint and 100% Survivor Benefit payment shall receive a monthly benefit equal to one hundred percent (100%) of the amount the retired Participant was receiving at the time of his death.
- C. 75% Survivor Benefit to Spouse:** The surviving Spouse of a retired Participant who had received at least one (1) Joint and 75% Survivor Benefit payment shall receive a monthly benefit equal to seventy-five percent (75%) of the amount the retired Participant was receiving at the time of his death.
- D. Single Life or Ten Year Certain and Life Option:** The Beneficiary of a retired Participant who had received at least one (1) but less than sixty (60) Normal or Early Retirement Benefit payments in the form of a Single Life Option, or at least one (1) but less than one hundred twenty (120) payments in the form of a Ten Year Certain and Life Option, shall receive a continuation of the monthly payments the deceased Participant was receiving at the time of his death for the applicable period.
- E.** In lieu of the continuation of the monthly benefit payments for the balance of the sixty (60) month or one hundred twenty (120) month period described in subsection 8.05D., the Beneficiary who is entitled to such payments shall be entitled to receive a Lump Sum Benefit. Such Lump Sum Benefit shall be the Actuarial Equivalent of the unpaid monthly payments.

Section 8.06 - Payment Date of Post-Retirement Death Benefit

The surviving Spouse of a retired Participant who meets the eligibility requirements set forth in subsection 8.04A., shall have a benefit commencement date of the first day of the calendar month next following the date of the Participant's death. Monthly payments shall continue for the lifetime of the surviving Spouse with the last payment to be made on the first day of the calendar month preceding the death of the surviving Spouse. In the event that a surviving Spouse, who was receiving a Post-Retirement Death Benefit in the form of a Joint and Survivor Option, should die before a total of sixty (60) payments have been made to the combination of the deceased Participant and the deceased surviving Spouse, the unpaid balance of the sixty (60) monthly payments shall be paid to a second Beneficiary designated by the retired Participant and shall be equal to the amount the surviving Spouse was receiving at the time of his death. As an alternative to the monthly payments, the second Beneficiary may elect to receive a lump sum payment which is the Actuarial Equivalent of the unpaid monthly payments. In the event that the retired Participant fails to name a second Beneficiary, any unpaid payments shall be made to the first Beneficiary's estate.

The Beneficiary of a retired Participant who was receiving payments under the Single Life Option and meets the eligibility requirements set forth in subsection 8.04B., shall have a benefit commencement date of the first day of the calendar month next following the date of the Participant's death. Monthly payments will continue thereafter until the total of monthly

payments to the retired Participant and the Beneficiary equals sixty (60). In the event that the initial Beneficiary dies before a total of sixty (60) payments have been made to the retired Participant and the initial Beneficiary, the unpaid balance of the sixty (60) payments shall be made to a second Beneficiary designated by the retired Participant. In the event that the retired Participant fails to name a second Beneficiary, any unpaid payments shall be made to the first Beneficiary's estate.

The Beneficiary of a retired Participant who was receiving payments under the Ten Year Certain and Life Option and meets the eligibility requirements set forth in subsection 8.04 B., shall have a benefit commencement date of the first day of the calendar month next following the date of the Participant's death. Monthly payments will continue thereafter until the total of monthly payments to the retired Participant and the Beneficiary equals one hundred twenty (120). In the event that the initial Beneficiary dies before a total of one hundred twenty (120) payments have been made to the retired Participant and the initial Beneficiary, the unpaid balance of the one hundred twenty (120) payments shall be made to a second Beneficiary designated by the retired Participant. In the event that the retired Participant fails to name a second Beneficiary, any unpaid payments shall be made to the first Beneficiary's estate.

Upon the approval of the Trustees, the Beneficiary or estate may receive the Death Benefit in the form of a lump sum. Such lump sum shall be the Actuarial Equivalent of the sixty (60) or one hundred twenty (120) monthly payments or the balance of the sixty (60) or one hundred twenty (120) monthly payments.

Section 8.07 - Application for Death Benefit

No Death Benefit payable under this Pension Plan, except the 50%, 100% or 75% Survivor Benefit to Spouse, shall be made to a Beneficiary or Beneficiaries unless application and claim therefore is made to the Trustees within twelve (12) months after the Participant's date of death. However, the Trustees may, in any case where the circumstances appear to warrant such action, liberalize the foregoing requirement.

ARTICLE IX – ADMINISTRATION OF THE PLAN

Section 9.01 - Responsibility for Administration

The control, management and administration of the Pension Plan shall be vested in the Trustees appointed to act under the Trust Agreement who are designated as Named Fiduciaries and who shall administer the Pension Plan in accordance with the powers necessary to carry out the provisions of the Pension Plan.

Without limiting the generality of the foregoing, the Trustees, as Named Fiduciaries, are authorized:

- A. Except as to their responsibility with respect to the control of the assets of the Trust Fund:
 1. To delegate specific fiduciary responsibilities to any one (1) or more of them; and
 2. Upon unanimous approval of all Trustees to delegate to a person, not a Trustee, a specific fiduciary responsibility, whose performance in regard thereto shall be periodically reviewed and evaluated by the Trustees.
- B. Subject to the stated purposes of the Fund and the provisions of this Plan Document, the Trustees shall have full and exclusive authority to determine all questions arising in the administration, interpretation and application of the Pension Plan, including questions of eligibility of Employees, the status of the Participants and Beneficiaries and of any other person hereunder and interpretations of the Trust and Plan Document. The Trustees shall have full power to construe the provisions hereof, and any related documents. Any determination and construction adopted by the Trustees in good faith shall be binding upon all of the parties hereto and the Beneficiaries and dependents of Beneficiaries hereof. No matter respecting the foregoing or any difference arising thereunder or any matter involved in or arising under the Trust or Plan Document shall be subject to the grievance or arbitration procedure established in any Collective Bargaining Agreement between the Association and the Union; provided, however, that this clause shall not affect the rights and liabilities of any of the parts under any of such Collective Bargaining Agreements.

It is the intent of the drafters of this Plan Document that the Trustees possess the discretion to determine eligibility for benefits and to construe the terms of the Trust and/or Plan governing benefits. It is also the intent of the drafters, by adopting the discretionary power specified above, that the decisions of the Trustees as to the granting or denial of benefits and the construction of terms of the Trust and/or Plan Document are reviewed only pursuant to an "arbitrary and capricious" standard by a reviewing court, as enunciated by the United States Supreme Court in *Firestone Tire and Rubber Company v. Bruch*, 489 U.S. 101 (1989).

Unless otherwise provided in the Trust Agreement, decisions made by the Trustees as the "Named Fiduciaries" in the determination, interpretation and application of the Pension Plan shall be binding on all persons.

Section 9.02 - Fiduciary Duties

A Fiduciary shall discharge his duties with respect to this Pension Plan solely in the interests of the Participants and Beneficiaries and for the exclusive purpose of:

A. Providing benefits to Participants and Beneficiaries; and

B. Defraying reasonable expenses of administering the Plan.

Fiduciaries shall discharge their duty with respect to the Plan with the care, skill, prudence and diligence under the circumstances prevailing that a prudent man or woman 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.

The Fiduciaries shall diversify the investments of the Plan so as to minimize the risk of large losses. The Fiduciaries shall discharge their duties in accordance with the documents and instruments governing the Plan.

Section 9.03 - Preservation of Benefits

Anything to the contrary notwithstanding, a Retirement Benefit computed under this Pension Plan shall be subject to the following provision:

Minimum Benefit for Participant as of the Restatement Date

If a Participant was eligible to receive a benefit under the prior provisions of the Plan as of the Restatement Date and a benefit becomes payable under this Plan resulting from the termination of employment after the Restatement Date, except to the extent authorized by law, such benefit shall not be less than the benefit that would have been payable under the prior provisions of the Plan as of the Restatement Date.

Section 9.04 - Rights Specifically Granted

No Participant, former Participant, retired Participant, Beneficiary or any person claiming by or through such person, shall have any right, interest or title to any benefits under the Trust Agreement, the Plan or the Trust Fund, except as such right, interest or title shall have been specifically granted pursuant to the terms of said Pension Plan.

Section 9.05 - Assignment of Benefits

Except as otherwise expressly permitted by the Plan or required by law, including a Qualified Domestic Relations Order as defined in ERISA, the interests of persons entitled to benefits under the Plan may not in any manner whatsoever be assigned or alienated, whether voluntarily or involuntarily, direct or indirectly. The Administrative Manager shall establish reasonable procedures to determine the qualified status of Domestic Relations Orders and to administer distributions under such qualified Orders.

Where payments are to be made under a Qualified Domestic Relations Order before payments commence to the Participant, the present value of the benefits actually accrued for the Participant shall be determined on an Actuarial Equivalent basis. Notwithstanding any other provisions of

the Plan to the contrary, all benefits otherwise payable under the Plan with respect to a Participant, shall be adjusted to the extent necessary to comply with the Qualified Domestic Relations Order.

Section 9.06 - Voluntary Suspension of Benefits

Notwithstanding any other provision in this Pension Plan, an Employee entitled to receive a pension benefit may, for personal reasons and without disclosure thereof, request the Trustees, in writing, to suspend for any period payment of all or any part of such Retirement Benefit otherwise payable hereunder. The Trustees, upon receipt of such request, shall authorize such suspension in which event the Employee shall be deemed to have forfeited all right to the amount of pension so suspended, but shall retain the right to future monthly payments upon written notice to the Trustees of his desire to revoke his prior request for a suspension under this Section.

Section 9.07 - Information Required

The Trustees shall have the right to require, as a condition precedent to the payment of any benefit under the Pension Plan, all information which they reasonably deem necessary, including but not limited to, records of employment, proof of dates of birth and death, evidence of existence and no benefit dependent in any way upon such information shall be payable unless and until such information so required shall be furnished. Such evidence shall be furnished by the Union, Employers, Participants, retired Participants and Beneficiaries, as applicable.

Section 9.08 - Inability to Receive Payments

In the event that the Trustees determine that a retired Participant or any other payee is mentally or physically unable to give a valid receipt for any benefits due under the Pension Plan, such payment may, unless claim shall have been made therefor by a legally appointed guardian, committee or other legal representative, be paid to any person or institution then in the judgment of the Trustees providing for the care and maintenance of such retired Participant or payee. Any such payments shall be a payment for the account of the retired Participant or payee and shall be a complete discharge of any liability of the Pension Plan or the Trustees therefor.

Section 9.09 - Small Payments

The Trustees may make arrangements for the payment of small monthly Retirement Benefits in less frequent payments of larger amounts. In the event the Actuarial Equivalent of the benefits due a Participant, Spouse or Beneficiary is one thousand dollars (\$1,000) or less, the Trustees shall cause such Actuarial Equivalent to be paid in satisfaction of the Plan's liability to such Participant, Spouse or Beneficiary.

In the event the Actuarial Equivalent of the benefits due a Participant, Spouse or Beneficiary is greater than one thousand dollars (\$1,000) but less than five thousand dollars (\$5,000), the Trustees shall allow a Participant, Spouse or Beneficiary to elect in writing, on a form satisfactory to the Trustees, to have such Actuarial Equivalent to be paid in a lump sum in satisfaction of the Plan's liability to such Participant, Spouse or Beneficiary.

Section 9.10 - Reversion of Fund Assets to Employer

No Employer shall have any right, title or interest in the contributions made to the Trust Fund and none of the assets of the Fund shall revert to any Employer; provided, however, in the case of a contribution which is made by an Employer by mistake of fact or law, in the sole discretion

of the Trustees, such contribution may be returned to the Employer, as permitted under Section 403(c)(2)(A) of ERISA.

Section 9.11 - Commencement Date for Pension Payments

Notwithstanding any other provisions of the Plan regarding the commencement of the benefit payments, unless otherwise elected by the Participant prior to the date specified in this Section, benefit payments shall commence at the earlier of the following times:

- A. As soon as administratively feasible after the date specified by the applicable Plan provision for the commencement of benefit payments; or
- B. The sixtieth (60th) day after the close of the Plan Year in which the Participant reaches his Normal Retirement Age or ceases to be employed by an Employer, whichever is later; provided, however, that if the amount of the payment to be made cannot be determined by the latest of said dates, a payment retroactive to such date may be made no later than sixty (60) days after the earliest date on which the amount of such payment can be ascertained.

If a Participant does not apply for a benefit on his Normal Retirement Date or the date the Participant ceases to be employed by a participating Employer, then the Participant will be deemed to have elected to defer receipt of his benefit until he applies for the benefit. Application for the benefit must be made in writing on a form to be obtained from the Fund Office.

Regardless of whether or not the Participant continues working or applies for a benefit, the Participant will be required by federal law to begin receiving distribution of his benefits beginning on the April 1 following the close of the calendar year in which he attains age seventy and one-half (70 ½).

PAYMENTS DUE MISSING PERSONS: If the Board of Trustees, by and through the administrative staff of the Fund, is unable to make payments to a Participant or Beneficiary under this Plan when such payments become due because the identity or whereabouts of such person cannot, after a due diligent search, be ascertained, the payments shall be forfeited; provided, however, that in the event that the identity or whereabouts of such person be later determined, payment shall be made to said person or to his account upon proper application filed therefor.

Section 9.12 - Maximum Benefit Limitation

The Maximum Benefit Limitation of Code Section 415(d) and Small Benefit Exception of Code Section 415(b)(4) are incorporated herein by reference. The defined benefit dollar limit is one hundred sixty thousand dollars (\$160,000) per Code Section 415(b)(1)(A), as adjusted for cost-of-living increases from time to time. The age-adjusted dollar limit under Code Section 415(b)(2)(C) and (D) will be administered according to IRS Regulation 1.415(b)-1(a)(4) and the payment of benefits in other than a straight life annuity shall be adjusted pursuant to IRS Regulation 1.415(b)-1(c).

For purposes of this Section 9.12, the Plan adopts the safe harbor definition of "Compensation" stated in IRS Regulation 1.415(c)-2(d)(2), including differential wage payments under Code Section 414(u)(12), if any.

Compensation paid or made available during such limitation year shall include the Participant's earned income paid by the later of:

- A. Two and one-half (2 ½) months after severance from employment; or
- B. The end of the limitation year that includes the date of severance from employment.

The otherwise permissible annual benefits for any Participant under this Plan may be further reduced to the extent necessary to prevent disqualification of the Plan under Code Section 415(e). The above limitations are intended to comply with the provisions of Code Section 415, as amended, so that the maximum benefits provided by Plans would not exceed that maximum amounts allowed under Code Section 415 and regulations thereunder. If there is any discrepancy between the provisions of this Section 9.12 and the provisions of Code Section 415 and regulations thereunder, such discrepancy shall be resolved in such a way as to give full effect to the provisions of Code Section 415.

Section 9.13 - Qualified Domestic Relations Order

- A. Upon the receipt of a Domestic Relations Order, the Fund's Administrative Manager shall do the following:
 - 1. Notify the Participant and/or the Alternate Payee of the receipt of the Order; and
 - 2. Send copies of the established procedures to determine if the Order is a "Qualified Domestic Relations Order" within the meaning of Section 104 of the Retirement Equity Act of 1984 (REA) to:
 - a. The Participant;
 - b. Each Alternate Payee specified in the Order (at the mailing address specified in the Order); and
 - c. Each representative for receipt of copies of notice designated by an Alternate Payee.
- B. The Fund's Administrative Manager shall make a determination if the Order is a Qualified Domestic Relations Order within the meaning of Section 104 of REA. If the Administrative Manager determines that the Order is a Qualified Domestic Relations Order, he shall:
 - 1. Notify each person described in subsection 9.13A.2. of that determination; and
 - 2. Obey the Order.

If the Administrative Manager determines that the Order is not a Qualified Domestic Relations Order, he shall refer the matter to the Fund's legal counsel. If legal counsel determines that the Order is not a Qualified Domestic Relations Order, he shall attempt to persuade the parties' counsel to have the Order amended so as to make it a Qualified Domestic Relations Order and having failed to do so, take appropriate legal action (in the

court issuing the Order, or in a federal court, by appeal or otherwise) to resist the Order and/or to resolve the question of whether the Order is a Qualified Domestic Relations Order.

While the issue of whether the Order is a Qualified Domestic Relations Order is being determined (by the Administrative Manager, legal counsel, a court of competent jurisdiction or otherwise), the Administrative Manager shall segregate, in a separate account, the amounts which would have been payable to an Alternate Payee during such period if the Order had been determined to be a Qualified Domestic Relations Order.

C. If, within eighteen (18) months, the Order (or modification thereof) is determined to be a Qualified Domestic Relations Order, the Administrative Manager shall pay the segregated account (adjusted for Plan earnings or losses) to the person or persons entitled to thereto. If within eighteen (18) months:

1. It is determined that the Order is not a Qualified Domestic Relations Order; or

2. The issue of whether the Order is a Qualified Domestic Relations Order is not resolved,

the Administrative Manger shall return the segregated account (adjusted for Plan earnings or losses) to the account from which it came and permit withdrawal by the person or persons who would have been entitled to such amounts if there had been no Order (if such person or persons would have been entitled under the Plan to withdraw the same then).

D. If the Plan or Trust is made a party defendant in any domestic relations case before the entry of an Order, the Administrative Manager shall consult the Fund's legal counsel. Legal counsel shall:

1. File an appropriate pleading;

2. Send copies of the established procedures to counsel for the other parties; and

3. Attempt to ensure that any Order entered in a domestic relations case which affects the Plan or Trust is a Qualified Domestic Relations Order.

Section 9.14 - Crediting of Military Service

Notwithstanding any provision of this Plan to the contrary, contributions, benefits and Service credit with respect to qualified military service will be provided in accordance with Code Section 414(u). Such contributions, benefits and Service credit shall only be provided with respect to re-employments initiated on or after December 13, 1994. The cost of providing such contributions, benefits and Service credit shall be considered a liability of the entire Trust Fund and shall not fall to any one (1) Employer or group of Employers.

Participants in military service will be credited with at least seventy-two and one-half (72 ½) hours for each month of military service or the Participant shall receive the higher of seventy-two and one-half (72 ½) hours of work credit, or the average number of monthly hours worked during the twelve (12) month period immediately preceding the military service period, whichever is greater.

The contribution rate used will be the contribution rate of the Home Local Union of the Participant.

For military service on or after January 1, 2007, the survivors of a Participant who dies while performing qualified military service (as defined in Code Section 414(u)) shall receive any additional benefits (other than benefit accruals relating to the period of qualified military service) provided under the Plan had the Participant resumed and then terminated employment on account of death.

Section 9.15 - Retiree Increase

The monthly benefit of each Participant, Spouse and Beneficiary receiving monthly Retirement or Disability Benefit payments as of May 31, 1999 shall be increased by ten percent (10%) effective with the June 1999 benefit payment. This increase does NOT apply to any individual receiving payments as an "Alternate Payee" under a Qualified Domestic Relations Order, as defined in Section 1.27 except where a QDRO specifically provides that an Alternate Payee's allocation shall be proportionately enhanced in consequence of future benefit increases accorded to the Participant.

Section 9.16 - Retroactive Annuity Starting Dates

The Plan allows the use of "retroactive annuity starting dates" (RASDs) in accordance with this Section 9.16 and the requirements of Treasury Regulation 1.417(e)-1(b)(3)(iii)-(vii). An "annuity starting date" is the first day of a month in which a distribution commences. A "retroactive annuity starting date" is an annuity starting date affirmatively elected by a Participant that occurs on or before the date the written explanation of the qualified Joint and 100% Survivor Option (referred to in Section 6.02) is provided to the Participant. For Participants electing a RASD, the period of time to make the "qualified election" of subsection 6.02B. shall be extended for a period of thirty (30) days from the date the written explanation of the qualified Joint and 100% Survivor Option is provided to the Participant.

- A. If a Participant chooses a RASD, the Participant will receive a make-up payment to reflect any missed payment or payments for the period from the RASD to the date of the actual make-up payment (with an appropriate adjustment for interest from the date the missed payment or payments would have been made to the date of the actual make-up payment). A Participant is not permitted to elect a RASD that either precedes the date upon which the Participant could have otherwise started receiving benefits under the terms of the Plan in effect as of the retroactive annuity starting date, or precedes the date the Participant submitted his application to the Trustees for a Retirement Benefit. The interest rate used to adjust missed payments will be the interest rate used to convert from one Actuarially Equivalent annuity form to another.
- B. If the Participant has a Spouse on the RASD, but that person is not the Participant's current Spouse as of the date the first benefit payment is paid to the Participant, then consent of that former Spouse is not needed to waive the QJSA with respect to the RASD, unless otherwise provided by a QDRO.

- C. A distribution is permitted to have a RASD with respect to a Participant's benefit only if the following requirements are met:
1. If the Participant is married on the date distributions commence, the Participant's Spouse (including an Alternate Payee who is treated as the Spouse under a QDRO), consents to the distribution in a manner that would satisfy the requirements of subsection 6.02B. The spousal consent requirement of this paragraph does not apply if the amount of such Spouse's survivor annuity payments under the RASD election is no less than the amount that the survivor payments to such Spouse would have been under an optional form of benefit that would satisfy the requirements to be a QJSA and that has an annuity starting date after the date that the QJSA explanation was provided;
 2. The distribution (including appropriate interest adjustments) provided based on the RASD would satisfy the requirements of Code Section 415 if the date the distribution commences is substituted for the annuity starting date for all purposes, including for purposes of determining the applicable interest rate and the applicable mortality table. However, in the case of a form of benefit that would have been excepted from the present value requirements of Treasury Regulation 1.417(e)-1(d) if the distribution had actually commenced on the RASD, the requirement to apply Code Section 415 as of the date distribution commences does not apply if the date of distribution commences is twelve (12) months or less from the RASD; and
 3. In the case of a form of benefit that would have been subject to Code Section 417(e)(3) and Treasury Regulation Section 1.417(e)-1(d) if distributions had commenced as of the RASD, the distribution is no less than the benefit produced by applying the applicable interest rate and the applicable mortality table determined as of the date the distribution commences to the annuity form that corresponds to the annuity form that was used to determine the benefit amount as of the RASD.

Section 9.17 - Minimum Required Distributions

A. General Rules

1. Effective Date

The provisions of this Section 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 will take precedence over any inconsistent provisions of the Plan.

3. Requirements of Treasury Regulations Incorporated

All distributions required under this Section will be determined and made in accordance with the Treasury Regulations under Code Section 401(a)(9).

4. TEFRA Section 242(b)(2) Elections

Notwithstanding the other provisions of this Section, other than this subsection 9.17A.4., distributions may be made under a designation made before January 1, 1984, in accordance with Section 242(b)(2) of the Tax Equity and Fiscal Responsibility Act (TEFRA) and the provisions of the Plan that relate to Section 242(b)(2) of TEFRA.

B. Time and Manner of Distribution

1. Required Beginning Date

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

2. Death of Participant Before Distributions Begin

If the Participant dies before distributions begin, the Participant's entire interest will be distributed, or begin to be distributed, no later than as follows:

- a. If the Participant's surviving Spouse is the Participant's sole Designated Beneficiary, then, distributions to the surviving Spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age seventy and one-half (70 ½), if later;
- b. If the Participant's surviving Spouse is not the Participant's sole Designated Beneficiary, then, distributions to the Designated Beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died;
- 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 will be distributed by December 31 of the calendar year containing the fifth (5th) anniversary of the Participant's death; or

- 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 9.17B.2., other than subsection 9.17B.2.a., will apply as if the surviving Spouse were the Participant.

For purposes of this subsection 9.17B.2. and subsection 9.17E., distributions are considered to begin on the Participant's Required Beginning Date (or, if subsection 9.17B.2.d. applies, the date distributions are required to begin to the surviving Spouse under subsection 9.17B.2.b. 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 9.17B.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 9.17C., D. and E. If the Participant's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of Code Section 401(a)(9) and the Treasury Regulations. Any part of the Participant's interest which is in the form of an individual account described in Code Section 414(k) will be distributed in a manner satisfying the requirements of Code Section 401(a)(9) and the Treasury Regulations that apply to individual accounts.

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 (1) year;
- b. The distribution period will be over a life (or lives) or over a period certain not longer than the period described in subsections 9.17D. or 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; and

- d. Payments will either be non-increasing or increase only as follows:
 - i. By an annual percentage increase that does not exceed the annual percentage increase in a cost-of-living index that is based on prices of all items and issued by the Bureau of Labor Statistics;
 - ii. To the extent of the reduction in the amount of the Participant's payments to provide for a survivor benefit upon death, but only if the Beneficiary whose life was being used to determine the distribution period described in subsection 9.17D. dies or is no longer the Participant's Beneficiary pursuant to a Qualified Domestic Relations Order within the meaning of Code Section 414(p);
 - iii. To provide cash refunds of employee contributions upon the Participant's death;
or
 - iv. 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 9.17B.2.a. or b.) is the payment that is required for one (1) 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 seventy (70), the applicable distribution period for the Participant is the distribution period for age seventy (70) under the Uniform Lifetime Table set forth in Section 1.401(a)(9)-9 of the Treasury Regulations plus the excess of seventy (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 9.17D.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. Participant Survived by Designated Beneficiary

If the Participant dies before the date distribution of his interest begins and there is a Designated Beneficiary, the Participant's entire interest will be distributed, beginning no later than the time described in subsection 9.17B.2.a. or b., over the life of the Designated Beneficiary or over a period certain not exceeding:

- a. Unless the annuity starting date is before the first Distribution Calendar Year, the Life Expectancy of the Designated Beneficiary determined using the Beneficiary's age as of the Beneficiary's birthday in the calendar year immediately following the calendar year of the Participant's death; or
- b. If the annuity starting date is before the first Distribution Calendar Year, the Life Expectancy of the Designated Beneficiary determined using the Beneficiary's age as of the Beneficiary's birthday in the calendar year that contains the annuity starting date.

2. No Designated Beneficiary

If the Participant dies before the date distributions begin and there is no Designated Beneficiary as of September 30 of the year following the year of the Participant's death, distribution of the Participant's entire interest will be completed by December 31 of the calendar year containing the fifth (5th) anniversary of the Participant's death.

3. Death of Surviving Spouse Before Distributions to Surviving Spouse Begin

If the Participant dies before the date distribution of his 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 subsection 9.17E. 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 9.17B.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 Section 1.401(a)(9)-1, Q&A-4, of the Treasury Regulations.

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 which contains the Participant's Required Beginning Date. For distributions beginning after the Participant's death, the first Distribution Calendar Year is the calendar year in which distributions are required to begin pursuant to subsection 9.17B.2.

3. Life Expectancy

Life Expectancy as computed by use of the Single Life Table in Section 1.401(a)(9)-9 of the Treasury Regulations.

4. Required Beginning Date

The date specified in Section 9.11 of the Plan.

Section 9.18 - Right of Recovery

If the Plan makes an inadvertent, mistaken or excessive payment of benefits not provided for under the terms of the Plan, the Trustees or their representatives shall have the right to recover such over payments from the Participant or Beneficiary who received them. Recovery of such payments may be made through, but is not limited to, offset or reduction of future benefit payments.

Section 9.19 – Limitations to File a Lawsuit

Any legal action against the Plan, Trustees or Plan Administrator must be filed in court within three (3) years of the date the Board provides written notice of a decision on an appeal of an adverse benefit determination or any other alleged failure by said Plan or persons. Failure to bring an action within three (3) years will forever prevent the Participant or Beneficiary from taking legal action. In the event that a Participant, Beneficiary or any other person claiming

interest in the Plan files suit under state or federal law, then proper venue shall be in District Court of Illinois, Central District.

ARTICLE X – BENEFIT APPLICATION, ELECTION AND APPEAL PROCEDURE

Section 10.01 - Application for Retirement, Death or Vested Benefit

Participants or Beneficiaries shall be able to apply for Retirement, Vested or Death Benefits at any time after the date twelve (12) months preceding the date such applicant would first become eligible for the requested benefit. The applicant shall notify the Trustees or the Fund Administrative Manager of his desire to apply for Plan benefits. The Administrative Manager shall send the applicant all proper application forms within seven (7) days of the receipt of the request to apply for benefits. In no event shall benefits be payable for any period preceding the date of the filing of the application for benefits.

Section 10.02 - Election of Retirement Benefits

All necessary questions concerning the applicant's election of any particular benefit under the Plan shall be included with the application forms. Upon request, a written explanation shall be sent to the applicant, along with the application forms explaining the terms, conditions and effect of waiving the Joint and 100% Survivor Option.

Section 10.03 - Notification of Non-Approval of Application

A. Timing of Notice of Denial of Claims Other Than Disability Claims

If a claim, except for a claim for disability benefits, is wholly or partially denied, the Plan Administrator shall notify the claimant, in accordance with subsection 10.03D., of the Plan's adverse benefit determination within a reasonable period of time, but not later than ninety (90) days after receipt of the claim by the Plan, unless the Plan Administrator determines that special circumstances require an extension of time for processing the claim. If the Plan Administrator determines that an extension of time for processing is required, written notice of the extension shall be furnished to the claimant prior to the termination of the initial ninety (90) day period. In no event shall such extension exceed a period of ninety (90) days from the end of such initial period. The extension notice shall indicate the special circumstances requiring an extension of time and the date by which the Plan expects to render the benefit determination.

B. Timing of Notice of Denial of Disability Claims

In the case of an adverse benefit determination concerning disability benefits, the Plan Administrator shall notify the claimant, in accordance with subsection 10.03D., of the Plan's adverse benefit determination within a reasonable period of time, but not later than forty-five (45) days after receipt of the claim by the Plan. This period may be extended by the Plan for up to thirty (30) days, provided that the Plan Administrator both determines that such an extension is necessary due to matters beyond the control of the Plan and notifies the claimant, prior to the expiration of the initial forty-five (45) day period, of the circumstances requiring the extension of time and the date by which the Plan expects to render a decision. If, prior to the end of the first thirty (30) day extension period, the Plan Administrator determines that, due to matters beyond the control of the Plan, a decision cannot be rendered within that extension period, the period for making the determination may be extended for up to an

additional thirty (30) days, provided that the Plan Administrator notifies the claimant, prior to the expiration of the first thirty (30) day extension period, of the circumstances requiring the extension and the date as of which the Plan expects to render a decision. In the case of any extension under this paragraph, the notice of extension shall specifically explain the standards on which entitlement to a benefit is based, the unresolved issues that prevent a decision on the claim and the additional information needed to resolve those issues, and the claimant shall be afforded at least forty-five (45) days within which to provide the specified information.

C. Calculation of Time

The period of time within which a benefit determination is required to be made shall begin at the time a claim is filed in accordance with the reasonable procedures of the Plan, without regard to whether all the information necessary to make a benefit determination accompanies the filing. In the event that a period of time is extended as permitted pursuant to subsections 10.03A. or B. due to a claimant's failure to submit information necessary to decide a claim, the period for making the benefit determination on review shall be tolled from the date on which the notification of the extension is sent to the claimant until the date on which the claimant responds to the request for additional information.

D. Content of Notice for Denial of Claims Other than Disability Claims

The Plan Administrator shall provide a claimant with written or electronic notification of any adverse benefit determination of a claim other than Disability Benefits. Any electronic notification shall comply with the standards imposed by law. The notification shall set forth, in a manner calculated to be understood by the claimant:

1. The specific reason or reasons for the adverse determination;
2. Reference to the specific Plan provisions on which the determination is based;
3. A description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary; and
4. A description of the Plan's review procedures and the time limits applicable to such procedures, including a statement of the claimant's right to bring a civil action under Section 502(a) of ERISA following an adverse benefit determination on review.

E. Content of Notice for Denial of Disability Claims

The Plan Administrator shall provide a claimant with written or electronic notification of any adverse benefit determination of a claim for Disability Benefits. Any electronic notification shall comply with the standards imposed by law. The notification shall set forth, in a manner calculated to be understood by the claimant:

1. The specific reason or reasons for the adverse determination;
2. Reference to the specific Plan provisions on which the determination is based;

3. A description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary; and
4. A discussion of the decision, including an explanation of the basis for disagreeing with or not following:
 - a. The views presented by the claimant to the plan of health care professionals treating the claimant and vocational professionals who evaluated the claimant;
 - b. The views of medical or vocational experts whose advice was obtained on behalf of the plan in connection with a claimant's adverse benefit determination, without regard to whether the advice was relied upon in making the benefit determination; and
 - c. A disability determination regarding the claimant presented by the claimant to the plan made by the Social Security Administration;
5. If the adverse benefit determination is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination, applying the terms of the plan to the claimant's medical circumstances, or a statement that such explanation will be provided free of charge upon request; and
6. The specific internal rules, guidelines, protocols, standards or other similar criteria the Plan relied upon in making the adverse or, alternatively, a statement that such rules, guidelines, protocols, standards or other similar criteria of the Plan do not exist; and
7. A statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant, as that term is defined at 29 CFR 2560.503-1(m)(8), to the claimant's claim for benefits.
8. The notification shall be provided in a culturally and linguistically appropriate manner. The Plan is considered to provide relevant notices in a “culturally and linguistically appropriate manner” if the Plan meets the following requirements:
 - a. The Plan must provide oral language services (such as a telephone customer assistance hotline) that includes answering questions in any applicable non-English language and providing assistance with filing claims and appeals in any applicable non-English language;
 - b. The Plan must provide, upon request, a notice in any applicable non-English language; and

- c. The Plan must include in the English versions of all notices, a statement prominently displayed in any applicable non-English language clearly indicating how to access the language services provided by the Plan.

With respect to an address in any United States county to which a notice is sent, a non-English language is an applicable non-English language if ten percent or more of the population residing in the county is literate only in the same non-English language, as determined in guidance published by the Secretary.

Section 10.04 - Claims Appeal Procedure

A. Appeals Procedures

The following procedures shall govern denied claims that are appealed to the Trustees:

1. The claimant shall have sixty (60) days (one hundred eighty (180) days for Disability Benefit claims) following receipt of a notification of an adverse benefit determination within which to appeal the determination;
2. The claimant shall have the opportunity to submit written comments, documents, records and other information relating to the claim for benefits;
3. The claimant shall be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant, as that term is defined at 29 CFR 2560.503-1(m)(8), to the claimant's claim for benefits;
4. The review on appeal shall take into account all comments, documents, records and other information submitted by the claimant relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination;
5. The Trustees shall be empowered to hold a hearing at which such applicant shall be entitled to present the basis of his claims for review and at which he may be represented by counsel;
6. The Trustees shall make a benefit determination no later than the date of the meeting of the Trustees that immediately follows the Plan's receipt of a request for review, unless the request for review is filed within thirty (30) days preceding the date of such meeting. In such case, a benefit determination may be made by no later than the date of the second meeting following the Plan's receipt of the request for review. If special circumstances (such as the need to hold a hearing) require a further extension of time for processing, a benefit determination shall be rendered not later than the third meeting of the Trustees following the Plan's receipt of the request for review. If such an extension of time for review is required because of special circumstances, the Plan Administrator shall provide the claimant with written notice of the extension, describing the special circumstances and the date as of which the benefit determination will be made, prior to the commencement of the extension. The Plan Administrator shall notify the claimant, in accordance with subsection 10.04A.9., of the benefit determination as soon as possible,

but not later than five (5) days after the benefit determination is made;

7. The period of time within which a benefit determination on review is required to be made shall begin at the time an appeal is filed in accordance with the reasonable procedures of a Plan, without regard to whether all the information necessary to make a benefit determination on review accompanies the filing. In the event that a period of time is extended as permitted pursuant to subsection 10.04.A.6. due to a claimant's failure to submit information necessary to decide a claim, the period for making the benefit determination on review shall be tolled from the date on which the notification of the extension is sent to the claimant until the date on which the claimant responds to the request for additional information;
8. In the case of an adverse benefit determination on review, the Plan Administrator shall provide such access to, and copies of, documents, records and other information described in subsections 10.04A.9.c., d. or e. as is appropriate; and
9. For a claim for a benefit other than a Disability Benefit, the Plan Administrator shall provide a claimant with written or electronic notification of a Plan's benefit determination on review. Any electronic notification shall comply with the standards imposed by law. In the case of an adverse benefit determination, the notification shall set forth, in a manner calculated to be understood by the claimant:
 - a. The specific reason or reasons for the adverse determination;
 - b. Reference to the specific Plan provisions on which the benefit determination is based;
 - c. A statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant, as that term is defined at 29 CFR 2560.503-1(m)(8), to the claimant's claim for benefits; and
 - d. A statement of the claimant's right to bring an action under Section 502(a) of ERISA.
10. For a claim for Disability Benefits, the Plan Administrator shall provide a claimant with written or electronic notification of a Plan's Disability Benefit determination on review. Any electronic notification shall comply with the standards imposed by law. In the case of an adverse disability benefit determination, the notification shall set forth, in a manner calculated to be understood by the claimant:
 - a. The specific reason or reasons for the adverse Disability Benefit determination;
 - b. Reference to the specific Plan provisions on which the adverse Disability Benefit determination is based;
 - c. A statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant, to the claimant's claim for Disability Benefits;

- d. A discussion of the decision, including an explanation of the basis for disagreeing with or not following:
 - i. The views presented by the claimant to the plan of health care professionals treating the claimant and vocational professionals who evaluated the claimant;
 - ii. The views of medical or vocational experts whose advice was obtained on behalf of the plan in connection with a claimant's adverse Disability Benefit determination, without regard to whether the advice was relied upon in making the benefit determination; and
 - iii. A disability determination regarding the claimant presented by the claimant to the plan made by the Social Security Administration;
- e. If the adverse Disability Benefit determination is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to the claimant's medical circumstances, or a statement that such explanation will be provided free of charge upon request; and
- f. Either the specific internal rules, guidelines, protocols, standards or other similar criteria of the Plan relied upon in making the adverse determination or, alternatively, a statement that such rules, guidelines, protocols, standards or other similar criteria of the plan do not exist.
- g. A statement of the claimant's right to bring an action under Section 502(a) of ERISA; and a statement of the claimant's right to bring an action under section 502(a) of the Act; which statement shall also describe any applicable contractual limitations period that applies to the claimant's right to bring such an action, including the **calendar date** on which the contractual limitations period expires for the claim.

In the case of an adverse disability benefit determination on review, the notification shall be provided in a culturally and linguistically appropriate manner as described below.

The Plan is considered to provide relevant notices in a “culturally and linguistically appropriate manner” if the Plan meets the following requirements:

- a. The Plan must provide oral language services (such as a telephone customer assistance hotline) that includes answering questions in any applicable non-English language and providing assistance with filing claims and appeals in any applicable non-English language;
- b. The Plan must provide, upon request, a notice in any applicable non-English language; and
- c. The Plan must include in the English versions of all notices, a statement prominently displayed in any applicable non-English language clearly indicating how to access the language services provided by the Plan.

With respect to an address in any United States county to which a notice is sent, a non-English language is an applicable non-English language if ten percent (10%) or more of the population residing in the county is literate only in the same non-English language, as determined in guidance published by the Secretary.

Before the Plan can issue an adverse benefit determination on review on a Disability Benefit claim, the Plan Administrator shall provide the claimant, free of charge, with any new or additional evidence considered, relied upon, or generated by the Plan, or other person making the benefit determination (or at the direction of the plan or such other person) in connection with the claim. Such evidence must be provided as soon as possible and sufficiently in advance of the date on which the notice of adverse benefit determination on review is required to be provided under the Plan to give the claimant a reasonable opportunity to respond prior to that date.

In addition, before the Plan can issue an adverse benefit determination on review on a Disability Benefit claim based on a new or additional rationale, the Plan Administrator shall provide the claimant, free of charge, with the rationale. The rationale must be provided as soon as possible and sufficiently in advance of the date on which the notice of adverse benefit determination on review is required to be provided under the Plan to give the claimant a reasonable opportunity to respond prior to that date.

If the Plan fails to strictly adhere to all the requirements of the claims and appeals sections of the Plan with respect to a claim, the claimant is deemed to have exhausted the administrative remedies available under the Plan, except for de minimis violations explained below. As such, the claimant is entitled to pursue any available remedies under Section 502(a) of ERISA on the basis that the Plan has failed to provide a reasonable claims procedure that would yield a decision on the merits of the claim. If a claimant chooses to pursue remedies under Section 502(a) of ERISA under such circumstances, the claim or appeal is deemed denied on review without the exercise of discretion by an appropriate fiduciary.

The administrative remedies available under a Plan with respect to claims for disability benefits will not be deemed exhausted based on de minimis violations that do not cause, and are not likely to cause, prejudice or harm to the claimant so long as the Plan demonstrates that the violation was for good cause or due to matters beyond the control of the Plan and that the violation occurred in the context of an ongoing, good faith exchange of information between the Plan and the claimant. This exception is not available if the violation is part of a pattern or practice of violations by the Plan. The claimant may request a written explanation of the violation from the Plan, and the Plan must provide such explanation within ten (10) days, including a specific description of its basis, if any, for asserting that the violation should not cause the administrative remedies available under the Plan to be deemed exhausted. If a court rejects the claimant's request for immediate review under this Section on the basis that the Plan met the standards for the exception under this paragraph, the claim shall be considered as re-filed on appeal upon the Plan's receipt of the decision of the court. Within a reasonable time after the receipt of the decision, the Plan shall provide the claimant with notice of the resubmission.

- B. If the claimant is dissatisfied with the written decision of the Trustees, he shall have the right to request the Trustees allow him to appeal the matter to arbitration in accordance with the arbitration rules of the Federal Mediation and Conciliation Service provided; that he submits a written request for arbitration to the Trustees within sixty (60) days of receipt of the Trustees' decision. The Trustees shall, in their sole discretion, determine whether to proceed to arbitration. If the Trustees elect not to proceed to arbitration, the claimant may seek such remedy or review as is appropriate in a court of applicable jurisdiction. If the Trustees decide to proceed to arbitration, the complaining party shall at that time name his member of the arbitration panel. The Trustees shall then name their member of the arbitration panel. The two (2) persons so named shall then attempt to agree upon a neutral member to act as Chairman, and then either party may request a list of five (5) neutral arbitrators from the Federal Mediation and Conciliation Service. Each party shall alternately strike two (2) names from the list. The remaining person shall act as Chairman of the panel. The order of striking names shall be determined by the flip of a coin. Each party shall bear its own costs, including attorney's fees, and the claimant and the Fund shall share the fee of the Chairman of the Arbitration Panel equally.
- C. The question for the arbitration panel shall be whether, in the particular instance, the Trustees:
1. Were in error upon an issue of law;
 2. Acted arbitrarily or capriciously in the exercise of their discretion; or
 3. Reached their findings of fact with and by supportive, substantial evidence.
- D. The procedures specified in this Section shall be the sole and exclusive procedures available to a claimant who is dissatisfied with an eligibility determination or benefit award, or who is otherwise adversely affected by an action of the Trustees.

ARTICLE XI – FUNDING OF BENEFITS

Section 11.01 - Source of Contributions

Contributions shall be made only by Employers on behalf of Participants. Neither contributions by a Participant nor contributions by an Employer in his own behalf shall be permitted under the Plan, except where permitted by law.

Section 11.02 - Investment and Funding Policy

An investment policy shall be established that has as its goals the maintenance of sufficient liquidity to assure the timely payment of benefits and the selection of investments which, in the long run, will produce a rate of return no less than the rate of return assumed by the actuary in making his determination of funding requirements. The Board of Trustees may appoint an investment manager or managers to provide investment counsel.

Section 11.03 - Actuarial Valuations and Plan Review

The rules and regulations and the benefits provided under this Plan have been adopted by the Board of Trustees on the basis of actuarial estimates which have been established, to the extent possible, that the income and accruals of the Pension Fund will be fully sufficient to support this benefit plan on a permanent basis. However, it is recognized that in the future, the income and/or liabilities of the Pension Fund may be substantially different from those previously anticipated. The Board of Trustees shall have prepared no less frequently than required by law an actuarial valuation of the Pension Fund. Upon the basis of all facts and circumstances, the Board of Trustees may from time to time amend these rules and regulations and the benefits provided for thereby, including any increase or decrease in benefit amounts.

Section 11.04 - Benefits Limitation

Anything in the Plan to the contrary notwithstanding, no benefits shall be payable except those which can be provided from the Trust Fund in accordance with the provisions of the Plan and no person shall have any claim for benefits against the Union(s), any Employer(s) or the Trustees.

Section 11.05 - Free Look Rule

Pursuant to Section 4210 of ERISA, effective for Employers who first began contributing to the Plan on or after June 1, 2012:

- A. An employer who withdraws from the Plan in complete or partial withdrawal is not liable to the Plan if the Employer:
1. First had an obligation to contribute to the plan after September 26, 1980;
 2. Had an obligation to contribute to the Plan for no more than the lesser of:
 - a. Six (6) consecutive plan years preceding the date on which the Employer withdraws;
or
 - b. The number of years required for vesting under the Plan;

3. Was required to make contributions to the Plan for each such 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 such year; and
 4. Has never avoided withdrawal liability because of the application of Section 4210 of ERISA with respect to the Plan.
- B. Subsection 11.05A. shall apply to an Employer with respect to a Plan only if the ratio of the assets of the Plan for the Plan Year preceding the first Plan Year for which the 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).

ARTICLE XII – AMENDMENT AND TERMINATION OF PENSION PLAN

Section 12.01 - Amendment of Pension Plan

The Trustees may, by majority action, amend this Pension Plan. However, no amendment shall be made which results in reduced pension benefits for any Employee whose rights have already vested under the provisions of this Pension Plan on the date the amendment is made, except as provided or authorized by law, and except upon the advice and counsel of a qualified actuary or actuarial firm.

Any amendment of this Pension Plan may be made retroactively by the unanimous vote of the Trustees, in order to qualify and maintain this Pension Plan as a “Qualified Plan and Trust” under the applicable provisions of the United States Internal Revenue Service Code.

Amendments pursuant to Code Section 412(c)(8) and Section 302(c)(8) of ERISA to be effective for a Plan Year, shall be adopted no later than two (2) years after the close of the Plan Year and if such amendment reduces the accrued benefit of any Employee, the same shall not be effective unless approved by the Secretary of Labor, or unless the Secretary of Labor fails to take action disapproving the amendment within ninety (90) days of receipt of such amendment.

Notwithstanding any other Section of the Plan, if the Plan is certified to be in Endangered or Critical status, as those terms are used in Code Section 432, the Plan will be administered according to the requirements of Code Section 432. Notwithstanding the foregoing, any lump sum benefit not payable solely because the Plan is in Critical status shall be optionally payable in an actuarially equivalent life annuity with the same annuity starting date.

Section 12.02 - Conditions of Termination

This Pension Plan shall cease and terminate upon the happening of any one (1) or more of the following events:

- A. In the event that the Pension Plan shall be, in the opinion of the Trustees, inadequate to carry out the intent and purpose of the Agreement and Declaration of Trust creating the Pension Plan or to meet the payments due or to become due under the agreement to persons already receiving benefits;
- B. In the event there are no individuals living who can qualify as Employees hereunder;
- C. In the event of termination by action of the Union and the Employers; or
- D. Upon action taken by the Pension Benefit Guaranty Corporation (PBGC) pursuant to Section 4042(a) of ERISA.

Section 12.03 - Procedures in the event of Termination

In the event of termination, the Trustees shall:

- A. Make provision out of the Trust Fund for the payment of any and all obligations of the Plan and Trust; including expenses incurred up to the date of termination of the Plan;
- B. Arrange for final audit and report of their transactions and accounts for the purpose of termination of their trusteeship;
- C. Give any notice, prepare and file any reports which may be required by law; and
- D. Distribute the remaining assets amount the Participants and Beneficiaries in the following order:
 1. First, in the case of benefits payable as a Retirement Benefit:
 - a. In the case of the benefit of a Participant or Beneficiary which was in pay status as of the beginning of the three (3) year period ending on the termination date, to each such benefit based on the provisions of the Plan (as in effect during the five (5) year period ending on such date) under which such benefit would be the least; or
 - b. In the case of a Participant's or Beneficiary's benefit which would have been in pay status as of the beginning of the three (3) year period ending on the termination date if the Participant had retired prior to the beginning of the three (3) year period and if his benefit had commenced (in the normal form of an annuity under the Plan) as of the beginning of such period, to each such benefit based on the provisions of the Plan (as in effect during the five (5) year period ending on such date) under which such benefit would be the least. For the purpose of subsection 12.03D.1.a., the lowest benefit in pay status during a three (3) year period shall be considered the benefit in pay status for such period.
 2. Second, to all non-forfeitable benefits (other than benefits becoming non-forfeitable solely on account of termination) subject to the limitation that such non-forfeitable benefits shall not have an actuarial value which exceeds the actuarial value of a monthly benefit in the form of a life annuity commencing at age sixty-five (65) equal to the lesser of:
 - a. His average monthly gross income from his Employer during the five (5) consecutive calendar year period during which his gross income from the Employer was greater than during any other such period with that Employer; or
 - b. Seven hundred fifty dollars (\$750) multiplied by a fraction, the numerator of which is the contribution and benefit base (determined under Section 230 of the Social Security Act) in effect at the time the Plan terminates and the denominator of which is such contribution and benefit base in effect in the calendar year 1974.

3. Third, to all other non-forfeitable benefits under the Plan; and
4. Fourth, to all other benefits under the Plan.

In the event of termination, the rights of all Employees to benefits accrued to the date of termination shall become fully vested, to the extent then funded.

Section 12.04 - Employer Withdrawal Liability

Employer withdrawal liability, if any, shall be computed under the basic presumptive method as provided in Section 4211(b) of ERISA, as amended.

Disputes between the Fund and an Employer concerning withdrawal liability shall, if not satisfactorily resolved by the parties, be submitted to arbitration under Section 4221 of ERISA and the Pension Benefit Guaranty Corporation's Final Regulations on Arbitration of Disputes in Multiemployer Plans, 29 CFR Parts 2640 and 2641.

Section 12.05 - Non-forfeitability of Benefits

In the event the Pension Plan shall be partially or completely terminated, the rights of all Employees to the benefits accrued to the date of termination or discontinuance to the extent then funded shall be non-forfeitable.

Section 12.06 - Mergers and Consolidations

Subject to adjustments determined by the Pension Benefit Guaranty Corporation, in the case of any merger or consolidation with, or transfer of assets or liabilities of this Plan to any other plan each Participant would (if Plan then terminated) be entitled to receive a benefit immediately thereafter which is equal to or greater than the benefit he would have been entitled to receive immediately before the merger, consolidation or transfer if this Plan had then terminated.

ARTICLE XIII – SUSPENSION OF BENEFITS

Section 13.01 - General Provisions

If a Participant who is entitled to receive or who is receiving a Retirement Benefit remains in or returns to employment in the same industry, in the same trade or craft and in the same geographical area of the Pension Fund, he shall forfeit one (1) monthly pension payment for each calendar month during which he is employed forty (40) or more hours. Upon cessation of such employment and notification to the Administrative Manager, as required by Section 13.06, the Participant's Retirement Benefit payments shall commence or resume. However, if a Participant is past his "required beginning date" (the April 1 following the close of the calendar year in which he attains age seventy and one-half (70 ½)), then he will not be subject to suspension of benefits regardless of the number of hours he works.

In the event that a retired Participant who is receiving Normal or Early Retirement Benefit payments returns to employment with an Employer and earns at least eight hundred seventy (870) hours of Service in a Plan Year, his Retirement Benefit shall, upon re-retirement, be recalculated as outlined below. In the event that a retired Participant is past his "required beginning date" (the April 1 following the close of the calendar year in which he attains age seventy and one-half (70 ½)) his benefit shall be recalculated if any additional Employer Contributions are received on his behalf, regardless of the eight hundred seventy (870) hour requirement.

- A. The amount of the monthly Normal or Early Retirement Benefit earned prior to his return to employment shall remain the same;
- B. Any additional monthly benefit accrual to which the Participant is entitled due to additional Employer Contributions, shall be calculated in accordance with Article III. For the purposes of this calculation, each period of re-employment shall be calculated separately. The amount of any additional monthly benefit shall be adjusted pursuant to subsection 13.01C. and added to the amount earned prior to the return to employment to arrive at the Participant's total earned monthly Normal or Early Retirement Benefit;
- C. In the event that a recalculation of the Retirement Benefit is required as a result of this Section, any adjustments for Early Retirement, form of benefit, etc. shall be applied to the additional benefit accrual attributable to recalculation as if such additional accrual was a separate benefit with an annuity starting date equal to the date benefits resume. Furthermore, a new election period shall be established with respect to such additional accrual and the Participant shall be entitled to all benefit options (with respect to the portion of his benefit attributable to such additional accrual) that would be available to a new retiree commencing benefits on the date benefits resume. The Participant shall be entitled to receive all explanations and notices that would otherwise be furnished to a new retiree commencing benefits on the date benefits resume;
- D. If the retired Participant who has not yet past his "required beginning date" returns to work, earns some additional hours of Service but fails to earn at least eight hundred seventy (870) hours of Service in a Plan Year, his Retirement Benefit upon re-retirement shall NOT be

recalculated and shall resume in the amount that he was receiving prior to his return to work;
and

- E. Retirement Benefits which resume following a return to work shall be subject to the offset provisions set forth in Section 13.04.

Section 13.02 - Definitions

Solely for the purposes of this Article XIII, the following terms shall have the meanings hereinafter set forth:

- A. The terms “return to employment”, “re-employment”, “employment” and derivations thereof, shall mean the completion of forty (40) or more hours of Service during a calendar month.
- B. The term “hour of service” shall mean:
 - 1. Each hour for which an Employee is paid, or is entitled to payment for the performance of duties for an Employer; and
 - 2. Each hour for which an Employee is paid, or entitled to payment by an Employer on account of a period of time during which no duties are performed (irrespective of whether the employment relationship had terminated) due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty or leave of absence.
- C. The term “same industry” shall mean an industry in which Participants covered by the Plan were employed and earned benefits under the Plan as a result of such employment at the time that payment of a Participant’s Retirement Benefit commenced if he had not remained in or returned to employment.
- D. The term “same trade or craft” shall mean any trade or craft in which a Participant worked at any time under the Plan and supervisory activities related to any such trade or craft.
- E. The term “same geographic area” shall mean the geographic jurisdiction covered by the Union parties to the Trust Fund.

Section 13.03 - Commencement or Resumption of Payments

Benefits suspended under the provisions of this Article shall commence or resume, as the case may be, no later than the first day of the third calendar month in which the Participant ceased to be re-employed, provided the Participant has complied with the procedure established by the Trustees for notifying the Administrative Manager that he has ceased employment. The initial payment upon such commencement or resumption of payments shall include the payment scheduled to occur in the calendar month when payments commence or resume and any amounts withheld during the period between cessation of employment and the commencement or resumption of payments, less any amounts which are subject to offset under the provisions of Section 13.04.

Section 13.04 - Offset Rules

Upon resumption of payments under the provisions of Section 13.03, there shall be deducted from the monthly payments made to the retired Participant an amount equal to all the monthly

payments, if any, previously made in those calendar months during which the Participant was employed or re-employed. The first monthly payment upon resumption shall be subject to offset without limitation. Beginning with the second month and continuing until the full amount of all monthly payments made in calendar months of re-employment have been deducted, the deduction or offset shall not in any one (1) month exceed twenty-five percent (25%) of that month's total benefit payment which would have been due but for the offset.

Section 13.05 - Notice of Suspension of Benefits

The Administrative Manager shall notify each retired Participant of a suspension of his Retirement Benefit under the provisions of this Article, in writing, by personal delivery or first class mail during the first calendar month in which payments are suspended. Such notice shall include the following:

- A. A description of the specific reasons why benefits are being suspended;
- B. A general description of the Plan provisions relating to suspension of benefits;
- C. A copy of the Plan provisions relating to the suspension of benefits;
- D. A statement to the effect that applicable Department of Labor Regulations may be found in Section 2530.203-3 of the Code of Federal Regulations;
- E. A statement informing the Participant of the Plan's procedure for affording a review of suspension of benefits;
- F. A description of the procedure for filing notices of employment and cessation of employment with the Administrative Manager, as required by Section 13.06, including the forms which must be filed; and
- G. A description of the specific periods of employment, the amount subject to offset and the manner in which such amounts are to be offset.

Section 13.06 - Verification of Employment Status

A Participant receiving or entitled to receive a Retirement Benefit shall be responsible for promptly notifying the Administrative Manager, in writing of:

- A. Any employment whatsoever, regardless of the number of hours worked per month and regardless of whether the Participant believes such employment to be "employment" which would permit suspension of his Retirement Benefit; and
- B. The subsequent cessation of any such employment.

Such notifications shall be made on forms provided for that purpose by the Administrative Manager who shall have the right to request from such Participant, access to all reasonable information, including, but not limited to, all tax withholding statements received by the Participant for the periods in question, for the purpose of verifying his employment status.

A Participant receiving or entitled to receive a Retirement Benefit shall further be required, if specifically requested by the Administrative Manager, at reasonable intervals, as a condition to receiving future benefit payments, to either certify that he is unemployed or to provide factual information sufficient to establish, in the Trustee's discretion, that any employment does not constitute employment permitting suspension of benefits under the provisions of this Article.

Section 13.07 - Presumptions

Whenever a Plan Fiduciary becomes aware that a Participant receiving or entitled to receive a Retirement Benefit is employed and has not complied with the notification requirements of Section 13.06, the Trustees and the Administrative Manager may, unless it is unreasonable under the circumstance to do so, act on the basis of a rebuttable presumption that the Participant was employed by the same Employer for at least forty (40) hours of Service per month during each month that the Employer has been working at that particular construction site. Such presumption shall be made, however, only if:

- A. The employment verification requirements and the nature and effect of such presumption are described in the Plan's Summary Plan Description and in any communication to Participants which relates to such verification requirements (such as employment reporting reminders or forms); and
- B. Retired Participants receive the information described in subsection 13.07A. either through receipt of the above described information or by special distribution at least once in each Plan Year.

In acting on such presumption, the Trustees may suspend the Participant's Retirement Benefit immediately and without further inquiry and the Participant shall be responsible for demonstrating, if such be the case, that in fact he did not return to employment within the meaning of this Article during any or all of the months in question. If the Trustees determine, on the basis of the information provided by the Participant that the Participant was not employed as presumed, the Participant shall receive, at the next regularly scheduled time of payment of benefits, the full amount of any and all payments which had been withheld pending such determination.

Section 13.08 - Advance Determination

The Trustees shall adopt a procedure and shall cause Participants to be notified thereof, under which a Participant may request that the Administrative Manager provide, within a reasonable period of time, a determination as to whether specific contemplated employment will constitute employment permitting suspension of benefits under this Article.

Section 13.09 - Suspension Review Procedures

A Participant whose Retirement Benefit has been suspended under the provisions of this Article shall be given the opportunity to appeal such suspension. Requests for such a review shall be considered in accordance with the Claims Appeal Procedure set forth in Section 10.04.

ARTICLE XIV – ROLLOVER DISTRIBUTIONS

Section 14.01 - Effective Date

Notwithstanding any provision to the contrary that would otherwise limit a Distributee's election under this Article, a Distributee may elect, at the time and in the manner prescribed by the 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.

Section 14.02 - Definitions

For the purposes of this Article, the terms below shall have the following meanings:

A. Eligible Rollover Distribution

An Eligible Rollover Distribution is any distribution of all or any portion of the balance to the credit of the Distributee, except that an Eligible Rollover Distribution does not include:

1. Any distribution that is one of a series of substantially equal periodic payment (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 beneficiary, or for a specified period of ten (10) years or more;
2. Any distribution to the extent such distribution is required under Code Section 401(a)(9);
or
3. 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).

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 paid only to an individual retirement account or annuity described in Code Section 408(a) or (b), or to a qualified defined contribution plan described in Code Section 401(a) or 403(a) 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 so includible.

If, with respect to any portion of a distribution of a deceased Employee from this Plan, a direct trustee-to-trustee transfer is made to an individual retirement plan described in Code Section 402(c)(8)(B)(i) or (ii) that was established for the purposes of receiving the distribution on behalf of an individual who is a designated Beneficiary of the Employee and who is not the surviving Spouse of the Employee, then the transfer shall be treated as an Eligible Rollover Distribution.

B. Eligible Retirement Plan

An Eligible Retirement Plan shall mean an individual retirement account described in Code Section 408(a), an individual retirement annuity described in Code Section 408(b), an annuity plan described in Code Section 403(a), or a qualified trust described in Code Section 401(a), that accepts the Distributee's Eligible Rollover Distribution.

An Eligible Retirement Plan shall also mean an annuity contract described in Code Section 403(b) and an eligible plan under Code Section 457(b) which is maintained by a state, political subdivision of a state or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan. 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 Code Section 414(p).

Effective for distributions made on or after June 1, 2008, an Eligible Retirement Plan also includes a Roth IRA.

C. Distributee

A Distributee includes a Participant or former Participant. 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 an Qualified Domestic Relations Order, as defined in Code Section 414(p), are Distributees with regard to the interest of the Spouse or former Spouse. The term "Distributee" shall also include a non-Spouse Beneficiary of Participant or former Participant.

D. Direct Rollover

A Direct Rollover is a payment by the Plan to the Eligible Retirement Plan specified by the Distributee.

Section 14.03 - Effect of Direct Rollover

A Direct Rollover of an Eligible Rollover Distribution to an Eligible Retirement Plan shall relieve the Pension Plan of the obligation to withhold twenty percent (20%) of the distribution and forward it to the Internal Revenue Service.

ARTICLE XV – SEVERABILITY

Should any provision in the Pension Plan or rules and regulations hereunder be deemed or held to be unlawful or invalid for any reason, such fact shall not adversely affect the other provisions herein and therein contained unless such illegality shall make impossible or impractical the functioning of the Fund and the Pension Plan, and in such case the appropriate parties shall immediately adopt a new provision to take the place of the illegal or invalid provision.

ARTICLE XVI – TOP HEAVY

Introduction

This Plan was established for the primary purpose of providing retirement and related benefits to employees covered by the Collective Bargaining Agreement. To the extent the Plan provides benefits solely to collectively bargained members of participating IBEW Local unions and Employees of the Union, the Plan shall apply any and all available exemptions from IRS "Top-Heavy" rules. When testing for top-heaviness, this Plan shall be treated as two separate plans, with the portion benefiting Participants covered by Collective Bargaining Agreements via participating local unions (including Participants who can be treated as being members of the bargaining unit, such as bargaining unit alumni) considered as a separate plan from the portion benefiting non-bargaining unit Participants. To the extent necessary, the terms of this Article shall apply for purposes of determining the Plan's top-heavy status and providing appropriate minimum benefits in the event the Plan becomes top-heavy. The provisions of this Article XVI will be of no force or effect unless required for purposes of determining top-heavy status or providing minimum benefits in the event of top-heaviness. This Article XVI shall be interpreted in accordance with I.R.C. § 416 and the regulations promulgated thereunder.

Section 16.01 - Definitions

(a) Key Employee

"Key Employee" means an Employee or former Employee (and the Beneficiaries of such Employee) meeting the definition of "key employee" contained in Section 416(i)(1) of the Code and Section 1.416-1 of the Treasury Regulations.

(b) Non-Key Employee

"Non-Key Employee" means any employee who is not a Key Employee.

(c) Annual Compensation

"Annual Compensation" means compensation as defined in Section 415(c)(3) of the Code and Section 1.415-2(d) of the Treasury Regulations, but in no event more than the amount set forth in Section 401(a)(17) of the Code per calendar year. Effective September 1, 1998, Annual Compensation also includes amounts contributed by the Employer pursuant to a salary reduction agreement which are excludable from an Employee's gross income under Sections 125, 401(a)(8), 402(h), 403(b), 402(e)(3) or 457 of the Code and effective September 1, 2001, Section 132(f)(4) of the Internal Revenue Code.

Effective September 1, 2002, the annual Compensation of each Participant taken into account under the Plan shall be limited to \$200,000 as adjusted for cost-of-living increases in accordance with Section 401(a)(17)(B) of the Internal Revenue Code. For this purpose, annual Compensation means Compensation during the Plan Year (the "determination period".) The cost-of-living adjustment in effect for a calendar year applies to the Plan Year beginning in such calendar.

(d) Determination Date

"Determination Date" means, with respect to any Plan Year, the last day of the preceding Plan Year, or in the case of the first Plan Year of any Plan, the last day of such Plan Year.

Section 16.02 - Top Heavy Plan Requirements

Effective September 1, 1984, for any Top Heavy Plan Year, the Plan shall provide special minimum benefit requirements of Section 416(c) of the Code.

Section 16.03 - Determination of Top Heavy Status

(a) This Plan shall be a Top Heavy Plan for any Plan Year commencing after August 31, 1984, in which, as of the Determination Date:

- (i) The present value of accrued benefits of Key Employees and
- (ii) The sum of the aggregate accounts of Key Employees under this Plan and all plans of an Aggregation Group exceeds sixty percent (60%) of the present value of accrued benefits and the aggregate accounts of all Key Employees and Non-Key Employees under this Plan and all plans of an Aggregation Group.

If any Participant is a Non-Key Employee for a Plan Year, but such Participant was a Key Employee for any prior Plan Year, such Participant's present value of accrued benefits and/or aggregate account balance shall not be taken into account for purposes of determining whether this Plan is a Top Heavy Plan or Super Top Heavy Plan (or whether any Aggregation Group which includes this Plan is a Top Heavy Group). In addition, for Plan Years beginning after August 31, 1984, if a Participant or former Participant has not received any Annual Compensation from any Employer maintaining the Plan (other than benefits under the plan) at any time during the five-year period ending on the Determination Date, the aggregate account and/or present value of accrued benefit for such Participant or former Participant shall not be taken into account for purposes of determining whether this Plan is a Top Heavy Plan or Super Top Heavy Plan.

(b) This Plan shall be a "Super Top Heavy Plan" for any Plan Year commencing after August 31, 1984, in which, as of the Determination Date, the sum of:

- (i) The present value of accrued benefits of Key Employees and
- (ii) The sum of the aggregate accounts of Key Employees under this Plan and all plans of an Aggregation Group

exceeds ninety percent (90%) of the present value of accrued benefits and the aggregate accounts of all Key Employees and Non-Key Employees under this Plan and all plans of an Aggregation Group.

(c) A Participant's aggregate account as of the Determination Date shall be determined under applicable provisions of the defined contribution plan used in determining Top Heavy Plan status.

(d) "Aggregation Group" means either a Required Aggregation Group or a Permissive Aggregation Group as hereinafter determined.

- (i) In determining a Required Aggregation Group hereunder, each plan of an Employer in which a Key Employee is a Participant and each other plan of an Employer which enables any plan in which an Employee participates to meet the requirements of Sections 401(a) or 410(b) of the Code, will be required to be aggregated. Such group shall be known as a "Required Aggregation Group."

In the case of a Required Aggregation Group, each plan in the group will be considered a Top Heavy Plan if the Required Aggregation Group is a Top Heavy Group. No plan in the Required Aggregation Group is a Top Heavy Plan if the Required Aggregation Group is not a Top Heavy Group.

- (ii) An employer may also include any other plan not required to be included in the Required Aggregation Group, provided the resulting group, taken as a whole, would continue to satisfy the provisions of Sections 401(a)(4) and 410(b) of the Code. Such group shall be known as a "Permissive Aggregation Group."

In the case of a Permissive Aggregation Group, only a plan that is part of the Required Aggregation Group will be considered a Top Heavy Plan if the Permissive Aggregation Group is a Top Heavy Group. No plan in the Permissive Aggregation Group will be considered a Top Heavy Plan if the Permissive Aggregation Group is not a Top Heavy Group. Only those plans of an Employer in which the Determination Dates fall within the same calendar year shall be aggregated in order to determine whether such plans are Top Heavy Plans.

- (e) In the case of a defined benefit plan, a Participant's present value of accrued benefits shall be determined:

- (i) as of the most recent actuarial valuation date which is the most recent valuation date within a twelve-month period ending on the Determination Date.

- (ii) For the first Plan Year, as if:

- (A) The Participant terminated service as of the Determination Date; or

- (B) The Participant terminated service as of the actuarial valuation date, but taking into account the estimated present value of accrued benefits as of the Determination Date.

- (iii) for any other Plan Year, as if the Participant terminated service as of the actuarial valuation date,

- (iv) the actuarial valuation date must be the same date used for computing the defined benefit plan minimum funding costs, regardless of whether a valuation is performed in the Plan Year.

- (f) The calculation of a Participant's present value of accrued benefit as of a Determination Date shall be the sum of the following:

- (i) The present value of accrued benefit using actuarial assumptions stated in the most recent actuarial valuation and account balances as of the Determination Date, and

- (ii) Any Plan distributions made within the Plan Year that includes the Determination Date or within four preceding Plan Years. However, in the case of distributions made after the valuation date and prior to the Determination Date, such distributions are not included as distributions for Top Heavy purposes to the extent that such distributions are already included in the Participant's present value or accrued benefit as of the valuation date.

Notwithstanding anything herein to the contrary, all distributions, including distributions made prior to September 1, 1984 and distributions under a terminated plan which if it had not been terminated would have been required to be included in an Aggregation Group, will be counted.

- (iii) Any Employee contributions, whether voluntary or mandatory. However, amounts attributable to tax deductible Qualified Voluntary Employee Contributions shall not be considered to be a part of the Participant's present value of accrued benefits.
- (iv) With respect to unrelated rollovers and plan-to-plan transfers (ones which are both initiated by the Employee and made from a plan maintained by one Employer to a plan maintained by another Employer), if this Plan provides rollovers or plan-to-plan transfers, it shall always consider such rollovers or plan-to-plan transfers as a distribution for purposes of this section. If this Plan is the plan accepting such rollovers or plan-to-plan transfers, it shall not consider such rollovers or plan-to-plan transfers accepted after August 31, 1984, as part of the Participant's present value of accrued benefits. However, rollovers or plan-to-plan transfers accepted prior to September 1, 1984, shall be considered as part of the Participant's present value of accrued benefits.
- (v) With respect to unrelated rollovers and plan-to-plan transfers (ones either not initiated by the Employee or made to a plan maintained by the same Employer), if this Plan provides the rollover or plan-to-plan transfer, it shall not be counted as a distribution for purposes of this section. If this Plan is the plan accepting such rollovers or plan-to-plan transfers, it shall consider such rollovers or plan-to-plan transfers as part of the Participant's present value of accrued benefits, irrespective of the date on which such rollover or plan-to-plan transfer is accepted.

(g) "Top Heavy Group" means an Aggregation Group in which, as of the Determination Date, the sum of:

- (i) The present value of accrued benefits of Key Employees under all defined benefit plans included in the group, and
- (ii) The aggregate accounts of Key Employees under all defined contribution plans included in the group,

exceeds sixty percent (60%) of a similar sum determined for all Participants.

(h) Notwithstanding anything herein to the contrary, the effective date otherwise provided for herein for the application of Section 416 of the Code to this Plan (Plan Years after August 31, 1984) shall be extended in accordance with any federal law or regulatory authority.

Section 16.04 - Top Heavy Testing

- (a) Notwithstanding the determination of vested status under this Plan, for any Top Heavy Plan Year amounts properly credited to a Participant's Individual Account in accordance with this Plan shall be 100% vested and nonforfeitable.
- (b) If, in any subsequent Plan Year, the Plan ceases to be a Top Heavy Plan, the Trustees may elect to:
 - (i) Continue to apply this vesting schedule in determining the vested portion of any Participant's Individual Account balance, or
 - (ii) Revert to the vesting schedule in effect before this Plan became a Top Heavy Plan pursuant to Section 411(a)(10) of the Code. The nonforfeitable percentage of the account balance before the Plan ceased being Top Heavy, therefore, must not be reduced and any Participant with three or more years of service must be given the option of remaining under the Top Heavy vesting schedule. Any such reversion shall be treated as a Plan amendment.
- (c) The Top Heavy vesting schedule does not apply to the accrued benefit of any Employee who does not have one Hour of Service after the Plan has initially become a Top Heavy Plan and such Employee's accrued benefit attributable to Employer contributions will be determined without regard to this Article.

Section 16.05 - Top Heavy Benefit Requirements

- (a) The minimum accrued benefit derived from Employer contributions to be provided under this Section for each Non-Key Employee who is a Participant and is not separated from service at the end of the Plan Year shall equal three percent (3%) of compensation for the Top Heavy year.
- (b) For purposes of providing the minimum benefit under Section 416 of the Code, a Non-Key Employee who is not a Participant solely because:
 - (i) His Annual Compensation is below a stated amount, or
 - (ii) He declined to make mandatory contributions to the Plan will be considered to be a Participant.
- (c) For purposes of the Section, years of vesting service for any Plan Year ending prior to September 1, 1984, or for any Plan Year during which the Plan was not a Top Heavy Plan shall be disregarded.
- (d) For purposes of this Section, Annual Compensation for any "Limitation Year" ending prior to September 1, 1984, or subsequent to the last "Limitation Year" during which the Plan is a Top Heavy Plan shall be disregarded. The term "Limitation Year" means the Plan Year.
- (e) If the Plan provides for the normal retirement benefit to be paid in the form other than a single life annuity, the accrued benefit under this Section shall be the actuarial equivalent of the minimum accrued benefit under Subsection (a) above.

- (f) If payment of the minimum accrued benefit commences at a date other than due to the terms of the Plan, the minimum accrued benefit shall be adjusted in accordingly.
- (g) If a Non-Key Employee participates in this Plan and a defined benefit plan included in a Required Aggregation Group which is top heavy, the minimum benefits shall be provided under the defined benefit plan.
- (h) To the extent required to be nonforfeitable under the Plan, the minimum accrued benefit under this Section may not be forfeited under Section 411(a)(3)(B) or 411(a)(3)(D) of the Code.

Section 16.06 - Modification of Top Heavy Rules

- (a) Effective Date
This section 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 416(c) of the Code for such years.
- (b) Determination of Key Employees
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 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-percent owner of the Employer, or a 1-percent owner of the Employer having Annual Compensation of more than \$150,000. For this purpose, Annual Compensation means compensation within the meaning of Section 415(c)(3) of the Code. The determination of who is a Key Employee will be made in accordance with Section 416(i)(1) of the Code and the applicable regulations and other guidance of general applicability issued thereunder.
- (c) Determination of Present Values and Amounts
 - (i) This Subsection (c) 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.

(ii) 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 reasons other than severance from employment, death or disability, this provision shall be applied by substituting "5-year period" for "1-year period".

(iii) Employees Not Performing Services During Year Ending on the Determination Date

The accrued benefits and accounts of any individual who has not performed services for the Employer during the 1-year period ending on the determination date shall not be taken into account.

(d) Minimum Benefits

Employer matching contributions shall be taken into account for purposes of satisfying the minimum contribution requirements of Section 416(c)(2) of the Code and the Plan. The preceding sentence shall apply with respect to matching contributions under the Plan or, if the Plan provides that the minimum contribution requirement shall be met in another plan, such other plan. Employer matching contributions that are used to satisfy the minimum contribution requirements shall be treated as matching contributions for purposes of the actual contribution percentage test and other requirements of Section 401(m) of the Code.

SIGNATURE PAGE

IN WITNESS WHEREOF, this restatement and continuation of the NECA-IBEW Pension Trust Fund has been adopted by the Trustees serving under the Agreement and Declaration of Trust pursuant to which said Plan was established on the first day of June 1971, and executed in their behalf by their duly authorized representative Employer Trustees and Union Trustees on this twenty-sixth (26th) day of October, 2018 to be effective as of June 1, 2018.

FOR THE EMPLOYER TRUSTEES:

FOR THE UNION TRUSTEES:
