LOWER OHIO VALLEY DISTRICT COUNCIL
PENSION TRUST FUND

PENSION PLAN

Restated Effective

October 1, 2009

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PREFACE

WHEREAS, the Pension Plan establishing the Lower Ohio Valley District Council Pension Trust Fund Pension Plan as of the 1st day of April, 1967 gives authority to the Trustees to amend or alter the Pension Plan in order to qualify and maintain the Plan as a "qualified Plan" and Trust under Article XI, Section 1; and

WHEREAS, it is the desire of the Trustees to amend this Pension Plan in order to comply with the requirements of the Employee Retirement Income Security Act of 1974 and any subsequent amendments thereto and to continue to maintain this Pension Plan as a qualified Plan and Trust under Sections 401(a) and 501(a) of the Internal Revenue Code of 1986;

NOW THEREFORE, the Lower Ohio Valley District Council Pension Trust Fund Pension Plan shall be amended and restated as follows:

PREAMBLE

Effective April 1, 1967 the Board of Trustees of the Lower Ohio Valley District Council Pension Trust Fund adopted the Lower Ohio Valley District Council Pension Trust Fund Pension Plan and executed an Agreement and Declaration of Trust to provide retirement benefits for its member Employees.

The Pension Plan was subsequently amended and restated effective September 30, 2002, and the Trustees adopted the restated and amended Plan as set forth herein.

The Pension Plan was further amended and restated effective October 1, 2009 and adopted by the Trustees as set forth herein.

The Plan and Trust are intended to meet the requirements of Sections 401(a) and 501(a) of the Internal Revenue Code of 1986, as amended by the Employee Retirement Income Security Act of 1974.

The provisions of this amended and restated Plan shall apply only to a Participant who retires on or after October 1, 2009. The eligibility, or benefit rights, if any, which an Employee covered by the Plan on September 30, 2009 has earned to that date shall be determined in accordance with the prior provisions of the Plan.

ARTICLE I – DEFINITIONS

Whenever a word or phrase defined in this Article I is used elsewhere in this document, it shall have the same meaning unless a different meaning is plainly required by the context. Other Articles herein may also contain definitions specifically relating to that Article.

SECTION 1 - ACCRUED BENEFIT:
The monthly benefit commencing at Normal Retirement Age that has been earned by a Participant for the years of Service he worked for an Employer according to the benefit formula described in Article III, Section 2.

SECTION 2 - ACT AND ERISA:
The Employee Retirement Income Security Act of 1974, any amendments as may from time to time be made and any regulations promulgated pursuant to the provisions of said Act.

SECTION 3 - ACTUARIAL EQUIVALENT:
A benefit of equivalent value, as certified by the Enrolled Actuary, when computed on the basis of the 1983 G.A.M. Table and an interest rate of seven percent (7%).

Notwithstanding any other Plan provisions to the contrary, the applicable mortality table used for purposes of adjusting any benefit or limitations under Sections 415(b)(2)(B), (C), or (C) of the Code and the applicable mortality table used for purposes of satisfying the requirements of Section 417(e) of the Code is the table prescribed in Rev. Rul. 2001-62. Any reference to the 1983 G.A.M. Table for purposes of the foregoing Code Sections shall also be construed as references to the table prescribed in Rev. Rul. 2001-62.

SECTION 4 - ADMINISTRATIVE MANAGER:
The person, firm or corporation employed by the Trustees, charged with record keeping, reporting and disclosure, processing of applications for benefits and related ministerial functions attendant to the administration of the Pension Plan.

SECTION 5 - ASSOCIATION:
Associated General Contractors of Indiana, Inc.

SECTION 6 B BENEFICIARY or BENEFICIARIES:
A person designated by a Participant or by the terms of the Pension Plan who is or may become entitled to a benefit.

SECTION 7 - BREAK-IN-SERVICE:

A. Solely for purposes of determining whether a Break-in-Service for participation and vesting purposes has occurred in a computation period, an individual who is absent from work for maternity or paternity reasons shall receive credit for the hours of Service which would otherwise have been credited to such individual but for such absence, or in any case in which such hours cannot be determined, eight (8) hours of service per day of such absence. For purposes of this paragraph, an absence from work for maternity or paternity reasons means an absence (1) by reason of the pregnancy of the individual, (2) by reason of a birth of a child of the individual, (3) by reason of the placement of a child with the individual in connection with the adoption of such child by such individual, or (4) for purposes of caring for such child for a period beginning immediately following such birth or placement. The hours of Service credited under this paragraph shall be credited (1) in the computation period in which the absence begins if the crediting is necessary to prevent a Break-in-Service in that period, or (2) in all other cases, in the following computation period. No more than five hundred one (501) hours are required to be credited to a Participant pursuant to this paragraph.

B. A 1-year BreakBin-Service shall mean a Plan Year in which no contributions are required to be made to the Fund on behalf of a Participant.

C. In the case of any Participant who has incurred a 1-year Break-in-Service, years of Service before such break will not be taken into account until the Participant has completed a year of Service after such Break-in-Service.

In the case of a Participant who does not have any non-forfeitable right to the accrued benefit derived from Employer contributions, years of Service before a period of consecutive 1-year Breaks-in-Service will not be taken into account in computing eligibility Service if the number of consecutive 1-year Breaks-in-Service in such period equals or exceeds the greater of five (5) or the aggregate number of years of Service before such Breaks-in-Service. Such aggregate number of years of Service will not include any years of Service disregarded under the preceding sentence by reason of prior breaks in service.

A former Participant who did not have a non-forfeitable right to any portion of the accrued benefit derived from Employer contributions at the time of termination from Service will be considered a new Employee, for eligibility purposes, if the number of consecutive one year Breaks-in-Service equals or exceeds the greater of five (5) or the aggregate number of years of service before such breaks in service. If such former Participant's years of Service before termination from Service may not be disregarded pursuant to the preceding sentence, such former Participant shall participate immediately upon re-employment.

D. Notwithstanding any provisions of this Plan to the contrary, contributions, benefits, and Service credit with respect to qualified military service will be provided in accordance with Section 414(u) of the Internal Revenue Code. Such contributions, benefits, and Service credits shall only be provided with respect to re-employments initiated on or after December 31, 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 Employer or group of Employers.

SECTION 8 - CONTIGUOUS NON-COVERED SERVICE:

Non-covered Service which immediately precedes or immediately follows covered Service with an Employer or Employers maintaining this Plan.

SECTION 9 - COVERED SERVICE:
Service for which an Employer is required to make contributions to the Pension Fund on behalf of an Employee pursuant to the terms of a collective bargaining agreement or other approved written agreement between the Union and the Employer or between an Employer and the Trust Fund.

SECTION 10 - DOMESTIC RELATIONS ORDER
Any judgment, decree or order (including approval of a property settlement agreement) which relates to the provisions 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 11 - EARLY RETIREMENT AGE:
Any age between fifty-five (55) and sixty (60) or the age when the Participant is credited with ten (10) years of Service, whichever is later.

SECTION 12 - EARLIEST RETIREMENT AGE:
The earliest date on which, under the Plan, the Participant could elect to receive retirement benefits.

SECTION 13 - ELECTION PERIOD:
The period which begins on the first day of the Plan Year in which the Participant attains age thirty-five (35) and ends on the date of the Participant's death. If a Participant separates from Service prior to the first day of the Plan Year in which age thirty-five (35) is attained, with respect to benefits accrued prior to separation, the election period shall begin on the date of separation.

SECTION 14 - ELIGIBILITY COMPUTATION PERIOD:
The Plan Year immediately preceding the date the Employee first becomes a Participant in the Plan during which Employer contributions are first made to the Pension Fund on his behalf.

SECTION 15 - EMPLOYEE:
All persons on whose account an Employer is, or has been required, to make contributions into the Trust Fund or all persons who are eligible for benefits as provided by the Pension Plan.

The term "Employee" shall also include:

A. Business Representatives of the Unions;

B. Any full-time Employee of the Union while employed in a paid capacity by the Unions or affiliate thereof;

C. Any full-time Employees of the Trust Office who are employed in a paid capacity by the aforesaid Trust Office;

D. Officers of an Employer;

E. Office clericals employed by an Employer;

F. Estimators;

G. Engineers and/or technical Employees; and

H. All other non-bargaining unit personnel employed by an Employer.

SECTION 16 - EMPLOYER:

An Employer who is a party to the Trust Agreement by virtue of his affiliation with the Associated General Contractors of Indiana, Inc. and/or who is bound by a collective bargaining agreement with the Union providing for the establishment of a Pension Plan and Pension Fund and for the payment of contributions to such Fund.

The term "Employer" shall in addition mean:

A. An Employer of labor in the building construction industry who employs Employees as defined in Section 1.3 of the Trust Agreement, who has in force or who executes an agreement with the Union, providing for such Employer's participation in and his adoption of the Trust Agreement and Pension Plan or who shall, with the consent of the Trustees, execute a form furnished by the Trustees undertaking all the duties of an Employer participating in the Trust. It is understood and agreed that all Employers who become an Employer under the terms of the Trust Agreement agree to abide by all provisions, rules, and regulations set forth in the Trust Agreement involving the Trust estate and further agree that the Employer Trustees during their term of trusteeship shall act as their representative in connection with the Trust estate.

B. The Union shall be considered as the Employer of the Employees of the Union for whom the Union contributes to the Pension Fund pursuant to an assent of participation agreement.

C. The Trust Office shall be considered as the Employer of the Employees of the Trust Office for whom the Trust Office contributes to the Pension Fund pursuant to an assent of participation agreement.

D. An Employer shall be considered as the Employer of its non-bargaining unit personnel for whom the Employer contributes to the Pension Fund pursuant to an assent of participation agreement.

SECTION 17 - EMPLOYER CONTRIBUTIONS:

Payments made by Employers to the Pension Fund in accordance with or as required by any collective bargaining agreement or other written agreement between the Employer and the Union or between the Employer and the Trustees for the purposes set forth in the Trust Agreement. Employer contributions, including delinquent contributions, become Plan assets on the date such contributions become due under the collective bargaining agreement or other written agreements.

SECTION 18 - EMPLOYER TRUSTEE:
Any Trustee designated and appointed by the Association in the manner provided by the Trust Agreement.

SECTION 19 - FIDUCIARY:
A person who:

A. Exercises any discretionary authority or discretionary control respecting management of this Plan or exercise any authority or control respecting management or disposition of its assets; or

B. Renders investment advice for a fee or other compensation, direct or indirect, with respect to any moneys or other property of this Plan, or has authority or responsibility to do so; or

C. Has a discretionary authority or discretionary responsibility in the administration of this Plan.

SECTION 20 - FORFEITED SERVICE:
The number of years of Service otherwise credited to an Employee that become forfeited. All Service credited to a non-vested Employee shall automatically be forfeited at the time such Employee incurs consecutive one-year Breaks-in-Service equal to or exceeding the number of prior Years of Service. Once a Participant becomes a vested Employee, he cannot forfeit Service under the Plan. A Participant shall not suffer Forfeited Service for any period of Contiguous Non-Covered Service with an Employer or Employers maintaining this Plan.

SECTION 21-HIGHLY COMPENSATED EMPLOYEE:
Highly Compensated Employee includes highly compensated active employees and highly compensated former employees as defined by Section 414(q) of the Internal Revenue Code.

If no Participant has satisfied the compensation requirement during either a determination year or look back year, the highest paid Participant for such year shall be treated as a Highly Compensated Employee.

SECTION 22 - HOUR OF SERVICE:

A. Each hour for which an Employee is paid, or entitled to payment, for the performance of duties for an Employer. These hours shall be credited to the Employee for the computation period in which the duties are performed.

B. Each hour for which the Employee is paid or entitled to payment by an Employer on account of a period of time during which no duties are performed (irrespective of whether the employment relationship has terminated) due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty, or leave of absence. However, no more than five hundred one (501) hours of Service shall be credited under this paragraph for any single continuous period (whether or not such period occurs in a single computation period). Hours of Service shall not be credited under this paragraph with respect to payments under a Plan maintained solely for the purpose of complying with applicable workmen's compensation unemployment compensation, or disability insurance laws or with respect to a payment which solely reimburses the individual for medical or medically related expenses incurred by the Employee. Hours of Service under this section shall be calculated and credited pursuant to Section 2530.200b-2 of the Department of Labor regulations, incorporated herein by this reference.

C. Each hour for which back pay, irrespective of mitigation of damages, is either awarded or agreed to by an Employer. The same Hours of Service shall not be credited both under paragraph (A) and (B), as the case may be, and under this paragraph. These hours shall be credited to the Employee for the computation period or period to which the award or agreement pertains rather than the computation period in which the award, agreement or payment is made. Hours of Service shall be credited for employment with other members of an affiliated service group (under Section 414(m) of the Internal Revenue Code), a controlled group of corporations (under Section 414(b) of the Internal Revenue Code), or a group of trades or businesses under common control (under Section 414(c) of the Internal Revenue Code), of which the adopting Employer is a member, and any other entity required to be aggregated with the Employer pursuant to Section 414(o) of the Internal Revenue Code. Hours of Service shall also be credited for any individual considered an Employee for purposes of this Plan under Section 414(n) or Section 414(o) of the Internal Revenue Code.

SECTION 23 B LIMITATION YEAR:
Limitation Year means the Plan Year.

SECTION 24 - NON-VESTED EMPLOYEE:
A Participant who has less than five (5) years of Service.

SECTION 25 - NORMAL RETIREMENT AGE:
The Participant's sixtieth (60th) birthday or the age at which he is credited with five (5) years of Service, whichever is later.

SECTION 26 - PARTICIPANT:
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 Restated Plan as of the date on which contributions were first made to the Pension Fund on his behalf, but periods preceding a Break In Continuous 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 of the Plan Year following the date on which Employer Contributions are first made to the Pension 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 with an Employer.

SECTION 27 - PENSION FUND, TRUST FUND or FUND:
The trust estate of the "Lower Ohio Valley District Council Pension Trust Fund" which consists of all Employer Contributions to the Pension Fund and any additional contributions thereto that may hereafter be agreed upon by the parties under any collective bargaining agreement or other written agreements, or any modification, supplement, amendment, revision, or extension thereof, together with all income, increments, earnings, dividends, interest and profits therefrom and all other funds as defined herein, received by the Trustees for the uses, purposes and trust set forth in the Agreement and Declaration of Trust.

SECTION 28 - PENSION PLAN or PLAN:
The plan, program, method and procedure for providing benefits to or for Employees, their families or dependents in accordance with the rules and regulations relating to eligibility requirements, amount of benefits, character of benefits, general administration and operation of the Pension Fund and related matters as the Trustees may from time to time put into effect, adopt, enact or promulgate. The Fund shall not be used for any other purpose.

SECTION 29 - PERMANENT AND TOTAL DISABILITY:
A physical or mental condition of a Participant which the Trustees find on the basis of medical evidence, supported by the opinions of two licensed medical doctors and/or a Social Security award declaring the Participant is totally and permanently disabled, to totally and permanently prevent such Participant from engaging in any regular occupation or employment for remuneration or profit (which occupation or employment would be inconsistent with a finding of a total and permanent disability) and which will be permanent and continuous during the remainder of his life; provided, however, that no Participant shall be deemed to be permanently and totally disabled for the purpose of this Plan if his incapacity consists of chronic alcoholism or addiction to narcotics or if such incapacity was contracted, suffered or incurred while he was engaged in a felonious enterprise or resulted therefrom, or resulted from an intentionally self-inflicted injury.

SECTION 30 - PLAN YEAR:
The twelve (12) month period beginning October 1 and ending the following September 30.

SECTION 31 - QUALIFIED DOMESTIC RELATIONS ORDER
A Domestic Relations Order which creates or recognizes the existence of an alternate payee's right to, or assigns to an alternate payee the right to receive all or a portion of the benefits payable with respect to a Participant or former Participant and which clearly specifies:

(i) The name and last known mailing address of the Participant or former Participant and the name and mailing address of each alternate payee covered by the Order;

(ii) The amount or percentage of the Participant's or former Participant's benefits to be paid by the Plan to each such alternate payee, or the manner in which such amount or percentage is to be determined;

(iii) The number of payments or period to which such Order applies; and

(iv) Each Plan to which such Order applies.

In addition, a Domestic Relations Order will be a Qualified Domestic Relations Order only if such Order (a) does not require the Plan to provide any type or form of benefits, or any option, not otherwise provided under the Plan; (b) does not require the Plan to provide increased benefits (determined on the basis of actuarial value); and (c) does not require the payment of benefits to an alternate payee which are required to be paid to another alternate payee under another Domestic Relations Order. A Domestic Relations Order otherwise satisfying the provisions hereof shall be a Qualified Domestic Relations Order even though such Order requires payment of benefits to be made to an alternate payee on or after the date the Participant or former Participant attains (or would have attained) the earliest date on which, under the Plan, the Participant or former Participant could elect to receive retirement benefits, as if the Participant or former Participant had retired on the date on which such payment is to begin under such Order and in any form in which such payment may be paid under the Plan to the Participant or former Participant (other than in the form of a Joint and Survivor Annuity with respect to the alternate payee and his subsequent spouse). The prior sentence shall apply notwithstanding any provisions in the Plan requiring a termination of employment prior to eligibility for the payments of benefits.

As used in this Section, an "alternate payee" means any spouse, former spouse, child or other dependent of a Participant or former Participant who is recognized by a Domestic Relations Order as having a right to receive all, or a portion of, the benefits payable under the Plan with respect to such Participant or former Participant.

SECTION 32 - QUALIFIED ELECTION:

A waiver of a Qualified Joint and Survivor Annuity or a Qualified Pre-Retirement Survivor Annuity. The waiver must be in writing and must be consented to by the Participant's Spouse. A notary public must witness the Spouse=s consent to a waiver. Notwithstanding this consent requirement, if the Participant establishes to the satisfaction of a Plan representative that such written consent may not be obtained because there is no Spouse or the Spouse cannot be located, a waiver will be deemed a Qualified Election. Any consent necessary under this provision will be valid only with respect to the Spouse who signs the consent, or in the event of a deemed Qualified Election, the designated 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 benefits. The number of revocations shall not be limited.

SECTION 33 - QUALIFIED JOINT AND SURVIVOR ANNUITY:

(a) - Qualified Joint and Survivor Annuity

The term "Qualified Joint and Survivor Annuity" shall mean a benefit payable for the life of the Participant with a survivor annuity payable upon death to the Participant's spouse for the remainder of her life and which is the actuarial equivalent of the normal form of benefit. The percentage of the survivor annuity under the Plan shall be 100% of the annuity payable during the joint lives of the Participant and the Spouse.

(b) - Qualified Optional Survivor Annuity The term "Qualified Optional Survivor Annuity" shall mean a benefit payable for the life of the Participant with a reduced benefit payable upon death to the Participant's spouse for the remainder of her life and which is the actuarial equivalent of the normal form of benefit. The percentage of the survivor annuity under the Plan shall be 50%, 66 2/3% or 75% of the annuity payable during the joint lives of the Participant and the Spouse.

SECTION 34 - RETIREMENT BENEFITS:
The Normal Retirement Benefit, Early Retirement Benefit, Joint and 50%, Joint and 66 2/3%, Joint and 75% or Joint and 100% Survivor Benefit or Deferred Vested Benefit.

SECTION 35 - SERVICE:
The number of years for which a Participant receives credit for employment with an Employer. Service shall be granted to a Participant as follows:

A. Service prior to the Restatement Date:
Subject to the break in continuous Service provision in effect prior to the Restatement Date, Service shall be granted to a Participant as follows:

1. Prior to April 1, 1967 one year of Service shall be granted to a Participant for each twelve month period commencing on April 1st and ending on March 31st during which a Participant has been under the jurisdiction of the Lower Ohio Valley District Council of Carpenters, AFL-CIO.

2. After April 1, 1967 and prior to October 1, 1976, one year of Service shall be granted to a Participant for each Plan Year during which a Participant receives contribution credits on the records of the Fund.

B. Service From and After the Restatement Date:
Subject to the Forfeited Service provisions in effect on and after the Restatement Date, Service shall be granted to a Participant as follows:

A Participant shall be credited with one year of Service for each Plan Year beginning on or after October 1, 1976, during which he works at least one (1) hour for an Employer for which Employer Contributions are required to be made to the Pension Fund on his behalf. Provided further a Participant shall receive credit for one (1) year of Service for employment with an Employer during his Eligibility Computation Period. Service shall not include any years of Forfeited Service. Service shall include any period of Contiguous Non-Covered Service with an Employer maintaining this Plan.

SECTION 36 - SPOUSE or 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 Section 414(p) of the Code.

SECTION 37 - TRUST AGREEMENT:
The Agreement and Declaration of Trust dated April 1, 1967 establishing the Lower Ohio Valley District Council Pension Trust Fund, including all amendments and modifications thereto.

SECTION 38 - TRUSTEES:
The Trustees designated by the Trust Agreement and their successors.

SECTION 39 - UNION:
The Indiana/Kentucky Regional Council of Carpenters/Carpenters Local Union No. 549 and the Indiana/Kentucky Regional Council of Carpenters/Millwrights Local Union No. 1080 who have in effect with the Association and/or with other Employers, pension agreements or Collective Bargaining Agreements providing for the establishment of a Pension Plan and Pension Fund and for the payment of contributions to such Fund.

SECTION 40 - UNION TRUSTEE:
Any Trustee designated solely by the Union in the manner provided by the Trust Agreement.

SECTION 41 - VESTED EMPLOYEE:
A Participant who has earned at least five (5) years of Service.

ARTICLE II - CLASSES OF BENEFITS

SECTION 1 - CLASSES OF BENEFITS:
The following classes of benefits are provided by the Plan:

1. Normal Retirement Benefit
2. Early Retirement Benefit
3. Joint and 50%, Joint and 66 2/3%, Joint and 75% or Joint and 100% Survivor Benefit
4. Total and Permanent Disability Benefit
5. Deferred Vested Benefit
6. Death Benefits
7. Post Disability Death Benefit
8. Special Supplemental Benefit

Notwithstanding any other provision of the Plan, no more than one (1) class of benefit shall be payable at the same time to any one person.

ARTICLE III - NORMAL RETIREMENT BENEFIT

SECTION 1 - ELIGIBILITY FOR NORMAL RETIREMENT BENEFIT:
A Participant who has completely retired from employment with all Employers shall be eligible for a Normal Retirement Benefit provided:

A. The Participant shall have reached his Normal Retirement Age; and

B. The Participant has at least five (5) years of Service; and

C. The Participant has elected and applied for a Normal Retirement Benefit on a form prescribed by the Trustees, and the Trustees shall have approved the application.

SECTION 2 - AMOUNT OF NORMAL RETIREMENT BENEFIT:
The Normal Retirement Benefit shall be a monthly benefit equal to the sum of a Participant's Past Service Benefit, if any, and his Future Service Benefit as follows:

A. Past Service Benefit:

A Participant's Past Service Benefit shall be computed by multiplying $1.50 by the number of years of Service with which he is credited for the period April 1, 1957, to April 1, 1967, less $1.50 for each year of Service after April 1, 1968 and before April 1, 1978, during which the Participant is not in a retired status and receiving benefits from the Fund. The minimum monthly Normal Retirement Benefit shall be in the amount of $15.00 per month. There shall be no Past Service Benefit if the Participant has suffered Forfeited Service.

B. Future Service Benefit:

A Participant's Future Service Benefit shall be computed by taking 3.60% of the Employer Contributions made on his behalf subsequent to April 1, 1967. Employer Contributions shall not include any contributions received by the Fund that were made during Plan Years for which the associated years of Service became Forfeited Service.

A Participant's Future Service Benefit –shall be computed by taking 3.6% of the Employer Contributions made on his behalf for work performed prior to May 1, 2006 and 3.0% of the Employer Contributions made on his behalf for work performed on and after May 1, 2006.

For Participants who work at least one (1) hour on and after October 1, 2007, their Future Service Benefit shall be the sum of 3.6% of the contributions paid for work after April 1, 1967 and prior to May 1, 2006, 3.0% of the contributions paid for work on and after May 1, 2006 and prior to October 1, 2007, and 2.75% of the contributions paid for work on and after October 1, 2007.

This benefit is payable for a five (5) year certain period. The Participant may also elect the benefit to be actuarially reduced and payable for a ten (10) year certain period.

Effective April 1, 2000, Retirees and Beneficiaries currently receiving a Normal Retirement Benefit shall receive a minimum monthly benefit of Fifty Dollars ($50.00).

Effective October 1, 2004, a Participant's minimum monthly Normal Retirement Benefit shall be Fifty Dollars ($50.00) for active Participants and current Retirees and non-spousal Beneficiaries receiving this benefit.

Effective October 1, 2004, any benefit attributable to a pro rata benefit is not subject to the minimum monthly benefit payable under this Plan.

There shall be no minimum monthly benefit payable to an alternate payee or to a Participant whose benefit is subject to a Qualified Domestic Relations Order.

Vested Employees who terminate employment prior to Normal Retirement Age shall have their Normal Retirement Benefit calculated on the basis of this Section as it existed at the time of termination.

SECTION 3 B COMMENCEMENT DATE OF PAYMENTS:
The monthly Normal Retirement Benefit shall begin on the first (1^{st}) day of the month following the approval by the Trustees of a fully completed benefit application and monthly payments shall continue for the lifetime of the retired Participant, subject to the Suspension of Benefits rules set forth in Article X, with the last payment to be made on the first day of the month preceding the Participant=s date of death.

ARTICLE IV - EARLY RETIREMENT BENEFITS

SECTION 1 - ELIGIBILITY FOR EARLY RETIREMENT BENEFIT:
A Participant who has completely retired from employment with all Employers in the jurisdiction of this Fund shall be eligible for an Early Retirement Benefit provided:

A. The Participant shall have reached his Early Retirement Age; and

B. The Participant has at least ten (10) years of Service; and

C. The Participant has applied for an Early Retirement Benefit on a form prescribed by the Trustees and the Trustees shall have approved the application.

SECTION 2 - AMOUNT OF EARLY RETIREMENT BENEFITS:
The Early Retirement Benefit shall be a monthly benefit equal to the Participant's Normal Retirement Benefit as described in Article III, Section 2 and shall be actuarially reduced according to the age of the Participant as follows:

Age at Early Retirement	Percent of Normal Retirement Benefit
55	85%
56	88%
57	91%
58	94%
59	97%

The percentage will be adjusted for fractional parts of a year.

Vested Employees who terminate employment prior to Early Retirement Age shall have their Early Retirement Benefit calculated on the basis of this Section, as it existed at the time of termination.

Effective April 1, 2000, Retirees and Beneficiaries currently receiving an Early Retirement Benefit shall receive a minimum monthly benefit of Fifty Dollars ($50.00).

Effective October 1, 2004, a Participant's minimum monthly Early Retirement Benefit shall be Fifty Dollars ($50.00) for active Participants and current Retirees and non-spousal Beneficiaries receiving this benefit.

Effective October 1, 2004, any benefit attributable to a pro rata benefit is not subject to the minimum monthly benefit payable under this Plan.

There shall be no minimum monthly benefit payable to an alternate payee or to a Participant whose benefit is subject to a Qualified Domestic Relations Order.

SECTION 3 B COMMENCEMENT DATE OF PAYMENTS:
The monthly Early Retirement Benefit shall begin on the first (1^{st}) day of the month following approval by the Trustees of a fully completed benefit application and monthly payments shall continue for the lifetime of the retired Participant, subject to the Suspension of Benefits rules set forth in Article X, with the last payment to be made on the first day of the month preceding the Participant=s date of death.

SECTION 4 B SPECIAL SUPPLEMENTAL BENEFIT:

Eligibility for the Benefit
1. The Participant must retire or become a disability recipient on or after April 1, 1998.

2. The Participant must have at least five (5) consecutive years of Service either with the Lower Ohio Valley District Council Pension Trust Fund or when combining Service ~~from~~ with another participating pension fund for a pro-rata pension benefit; provided, however, for Participants who are not vested as of September 30, 2003, or for Participants who first work under this Plan on or after October 1, 2003, only Service with the Lower Ohio Valley District Council Pension Trust Fund will be applicable.

3. The Participant must have earned one (1) Hour of Service after April 1, 1998 with the Lower Ohio Valley District Council Pension Trust Fund.

4. The Participant must be a normal or early Retiree between the ages of fifty-five (55) and sixty-five (65) or be a disability recipient.

Timing and Amount of the Benefit
The benefit is payable four (4) times a year on the first (1^{st}) day of the third (3^{rd}) month of each benefit quarter of the Plan Year.

This Special Supplemental Benefit will be paid on a separate check.

If a Participant becomes eligible to receive the benefit in the middle of a benefit quarter, one-third of the benefit will be paid for each month remaining in the benefit quarter.

AGE AT RETIREMENT	YEARS OF SERVICE 5	10	15	20	25 OR MORE
55	$ 85	$170	$255	$340	$425
56	$ 88	$176	$264	$352	$440
57	$ 91	$182	$273	$364	$455
58	$ 94	$188	$282	$376	$470
59	$ 97	$194	$291	$388	$485
60	$100	$200	$300	$400	$500
61	$100	$200	$300	$400	$500
62	$100	$200	$300	$400	$500
63	$100	$200	$300	$400	$500
64	$100	$200	$300	$400	$500

This benefit ceases at age 65. For disability recipients younger than age 55, a maximum of 29 months of the age 60 benefit is paid; after such disability recipient reaches age 55, the benefit is based upon the age 55 benefit shown in the above chart.

In the event a Participant starts receiving the Special Supplemental Benefit and then dies while in pay status, a 50% survivor benefit is payable to the Participant’~~=~~s Spouse provided the Spouse is younger than age 65 at the time of the Participant=s death. If so, the Spouse’s benefit begins the month after the Participant’~~=~~s death and ends when the Spouse reaches age 65. The benefit amount is fifty percent (50%) of the amount the Participant was receiving at the time of death. In the case of a deceased disability recipient who was younger than age fifty-five (55), the Spouse is paid fifty percent (50%) of the amount the Participant was receiving for the remainder of the twenty-nine (29) month pre-age 55 payout period and then fifty percent (50%) of the reduced amount at the Participant's fifty-fifth (55th) birthday until the Spouse attains age 65. ~~[is this correct?]~~

No death benefit is payable under this Section to the Surviving Spouse unless the Participant was receiving the Special Supplemental Benefit at the time of the Participant's death.

This Special Supplemental Benefit is intended to be a Social Security Supplement as the term is defined in Section 411(a)(9) of the Internal Revenue Code.

This Special Supplemental Benefit is a vested benefit.

ARTICLE V - JOINT AND SURVIVOR BENEFITS

SECTION 1 - PREAMBLE:

The Normal or Early Retirement Benefit to which a Participant may otherwise be entitled upon reaching Normal or Early Retirement Age shall be payable in the form of a Joint and 100% Survivor Benefit, unless the Participant and the Spouse should elect otherwise. Under this form of payment, a Participant who meets the eligibility requirements as described in Section 2 of this Article shall be entitled to an actuarially reduced monthly benefit that shall be equivalent to the Normal or Early Retirement Benefit to which the Participant would have been entitled. Upon the death of the Participant, 100% of the monthly benefit the Participant was receiving shall continue to the Surviving Spouse for as long as the Spouse lives.

In lieu of the Joint and100% Survivor Benefit, a Participant and Spouse may elect in writing the Normal or Early Retirement form of payment or a Qualified Optional Survivor Annuity and thereby waive the Joint and 100% Survivor Benefit.

In order for each Participant and Spouse to have an adequate opportunity to make an election, an election period is hereby established. This period shall begin on the date they receive notice of their right to waive the Joint and Survivor Benefit and shall end ~~ninety~~ one-hundred eighty (~~90~~180) days after receipt of the said notice; provided, however, that the election period will in no event end earlier than the ~~ninetieth~~ one-hundred eightieth (180~~90~~th) day prior to the commencement of benefit payments. Should the Participant and Spouse desire additional information relative to the Joint and Survivor Benefit, the election period shall be extended to a date ~~ninety~~ one-hundred eighty (~~90~~180) days after the additional information is delivered to the Participant. During the election period each Participant and Spouse shall have the right to waive the Joint and Survivor Benefit, on a form provided by the Trustees, and elect to receive a Normal or Early Retirement Benefit. An election, once made, may be revoked, in writing, and another election made at any time during the election period or before benefits commence.

In the event the Participant reaches Early Retirement Age but continues to work for a contributing Employer and later dies while still employed, any retirement benefit will automatically be paid in the Joint and 100% Survivor Benefit form, provided the Participant had a Surviving Spouse. Likewise, if the Participant separates from Service on or after Normal Retirement Age and dies before receiving any retirement benefits, any benefit will automatically be paid in the Joint and 100% Survivor Benefit form, provided the Participant had a Surviving Spouse.

Failure to waive the Joint and Survivor Benefit in writing shall mean an automatic election of such benefit and a complete rejection of the Normal or Early Retirement Benefit.

SECTION 2 - ELIGIBILITY FOR JOINT AND SURVIVOR BENEFITS:
An Employee who has completely retired from employment with all Employers shall be eligible for a Qualified Joint and Survivor Annuity or a Qualified Optional Survivor Annuity provided:

A. The Employee shall have reached Normal or Early Retirement Age; and

B. The Employee has either elected and applied for a Qualified Joint and Survivor Annuity or a Qualified Optional Survivor Annuity on a form prescribed by the Trustees, or the Employee has not elected a Normal or Early Retirement Benefit but has applied for a Retirement Benefit and the Trustees shall have approved the application; and

C. The Employee has a Spouse on the date of retirement.

An Employee who satisfies the foregoing eligibility requirements for a Qualified Joint and Survivor Annuity or a Qualified Optional Survivor Annuity but wishes to elect and apply for a Normal or Early Retirement Benefit may do so prior to the date the Joint and Survivor Benefits commence. After commencement of a Joint and Survivor Benefit, his right to elect a Normal or Early Retirement Benefit shall cease.

SECTION 3 - DESCRIPTION AND AMOUNT OF JOINT AND SURVIVOR BENEFITS:
The Qualified Joint and Survivor Annuity or a Qualified Optional Survivor Annuity provides a reduced monthly income that shall be actuarially equivalent to the Normal or Early Retirement Benefit to which the Participant is otherwise entitled. The factors needed to determine the reduced amount of monthly income shall be obtained from a table of factors that has been prepared by the Plan Actuary and designed for use by the Trustees in connection with the Joint and Survivor Benefits. The amount of each monthly retirement payment shall be calculated by multiplying the appropriate factor from the table of factors by the monthly amount of Normal or Early Retirement Benefit.

This option provides monthly retirement income to the Participant as long as he lives. Upon the death of the Participant, monthly income shall be continued to the Spouse in an amount equal to 50%,66 2/3% 75% or 100% of what the Participant was receiving prior to his death, if and so long as the Spouse lives. However, if the Participant and Spouse have received less than a total of 60 monthly payments at the time of the Spouse's death, the balance of the 60 payments shall be paid to the Spouse's Beneficiary.

The monthly benefit payable to a married Participant eligible for a Deferred Vested Benefit shall be payable in the form of a Joint and Survivor Benefit, provided the Participant and his Spouse do not elect otherwise.

If the Participant should die after reaching Earliest Retirement Age, but before he retired or made a valid election waiving the Joint and Survivor Benefit, survivor benefits shall be payable to the Spouse based upon the Spouse's age and that of the deceased Participant just prior to death, as reduced by the table of factors prepared by the Plan Actuary. Monthly survivor benefits shall be payable to the Spouse immediately following the Employee's death and shall not be deferred.
For purposes of this Article, a Participant's Surviving Spouse must have been his legal Spouse at the time retirement began and also must have been married to the Participant during the complete twelve (12) month period immediately preceding the Participant's date of death. If the Spouse does not satisfy the foregoing requirements, (s)he shall not be eligible to receive any survivor benefit under this Article.

Effective April 1, 2000, the minimum monthly benefit payable to the Surviving Spouse, or to the Spouse=s Beneficiary in the event both the Participant and Spouse shall have received less than a total of sixty (60) monthly payments at the time of the Spouse=s death, shall be Fifty Dollars ($50.00). In the event the Spouse names multiple beneficiaries, the total benefit paid shall be Fifty Dollars ($50.00). This shall be effective only for current Spouses and Beneficiaries of deceased Spouses receiving this benefit.

Effective October 1, 2004, for Spouses and Beneficiaries of deceased Spouses entitled to this benefit on and after such date, there shall be no minimum monthly benefit payable to the surviving Spouse, or to the Spouse's Beneficiary in the event both the Participant and Spouse shall have received less than a total of sixty (60) monthly payments at the time of the Spouse's death. In the event the Spouse names multiple Beneficiaries, the total benefit paid shall be no greater than the amount of the monthly benefit which was payable to the Spouse.

SECTION 4 -~~B~~ COMMENCEMENT DATE OF PAYMENTS:

A Participant who meets the eligibility requirement set forth in Section 2 of this Article shall become entitled to Joint and Survivor Benefits as of the first day of the month following approval of his application by the Trustees. Monthly payments shall be made thereafter 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. Fifty percent (50%), 66 2/3%, 75% or 100% of such monthly payments will continue to be made thereafter to the Surviving Spouse for the remainder of her lifetime with the last payment to be made on the first day of the calendar month preceding the death of the Spouse.

SECTION 5 - QUALIFIED JOINT AND SURVIVOR ANNUITY REQUIREMENTS:

The following provisions shall take precedence over any conflicting provision in this Plan and shall apply to any Participant who is credited with at least one Hour of Service with the Employer on or after August 23, 1984, and to such other Participants as provided in Section 6.

Unless an optional form of benefit is selected pursuant to a Qualified Election within the ~~ninety~~ one-hundred eighty (~~90~~180) day period ending on the date benefit payments would commence, a married Participant's vested accrued benefit will be paid in the form of a Qualified Joint and Survivor Annuity and an unmarried Participant's vested accrued benefit will be paid in the Normal Form of Life Annuity.

SECTION 6 - QUALIFIED PRE-RETIREMENT SURVIVOR ANNUITY:

Unless an optional form of benefit is selected within the Election Period pursuant to a Qualified Election, if a Participant dies after attaining the Earliest Retirement Age, the Participant's Surviving Spouse (if any) will receive the same benefit that would be payable if the Participant had retired with an immediate Qualified Joint and 100% Survivor Annuity on the day before the Participant's date of death.

Unless an optional form of benefit is selected within the Election Period pursuant to a Qualified Election, if a Participant dies on or before attaining the Earliest Retirement Age, the Participant's Surviving Spouse (if any) will receive the same benefit that would be payable if the Participant had: (i) separated from service on the date of death; (ii) survived to the Earliest Retirement Age; (iii) retired with an immediate Qualified Joint and Survivor Annuity at the Earliest Retirement Age; and (iv) died on the day after the Earliest Retirement Age.

A Surviving Spouse will begin to receive payments at the Earliest Retirement Age unless such Surviving Spouse elects an actuarially adjusted Five Year Certain Plus Life monthly benefit commencing no earlier than the first of the month after the Participant=s death and no later than the Normal Retirement Age.

SECTION 7 - NOTICE REQUIREMENTS:

A. In the case of a Qualified Joint and Survivor Annuity as described in Section 2 of this Article, the Plan Administrator shall provide each Participant within a reasonable period prior to the commencement of benefits, a written explanation of: (i) the terms and conditions of a Qualified Joint and Survivor Annuity; (ii) the Participant's right to make, and the effect thereof, an election to waive ~~their~~ Qualified Joint and Survivor Annuity form of benefit; (iii) the rights of a Participant's Spouse; and (iv) the right to make, and the effect of, a revocation of a previous election to waive the Qualified Joint and Survivor Annuity.

B. In the case of a Qualified Pre-Retirement Survivor Annuity as described in Section 6 of this Article, the Plan Administrator shall provide each Participant within the period beginning on the first day of the Plan Year in which the Participant attains age thirty-two (32) and ending with the close of the Plan Year preceding the Plan Year in which the Participant attains age thirty-five (35), a written explanation of the Qualified Pre-Retirement Survivor Annuity in such terms and in such manner as would be comparable to the explanation provided for meeting the requirements of Section 7(b) applicable to a Qualified Joint and Survivor Annuity.

If a Participant enters the Plan after the first day of the Plan Year in which the Participant attained age thirty-two (32), the Plan Administrator shall provide the notice required by this Section 7(B) no later than close of the third Plan Year subsequent to the entry of the Participant in the Plan.

C. Notwithstanding the other requirements of this Section 7, the respective notices prescribed by this Section need not be given to a Participant if this Plan "fully subsidizes" the costs of a Qualified Joint and Survivor Annuity or Qualified Pre-Retirement Survivor Annuity and the Participant cannot elect another form of benefit. For purposes of this Section 7(C), a Plan fully subsidizes the costs of a benefit if, under the Plan, the failure to waive such benefit by a Participant would not result in a decrease in any Plan benefits with respect to such Participant and would not result in increased contributions from the Participant.

SECTION 8 - TRANSITIONAL RULES:

Any living Participant not receiving benefits on August 23, 1984, who would otherwise not receive the benefits prescribed by the previous Sections of this Article, must be given the opportunity to elect to have the prior Sections of this Article relating to the Qualified Pre-Retirement Survivor Annuity apply if such Participant is credited with at least one Hour of Service under this Plan or a predecessor Plan in a Plan Year beginning on or after January 1, 1976, and such Participant had at least five (5) years of vesting service when he or she separated from Service.

Any Participant who has elected pursuant to Section 1 of Article II, and any Participant who does not elect under this Section 8 or who meets the requirements of this Section 8 except that such Participant does not have at least five (5) years of vesting Service when he or she separates from

Service, shall have his or her benefits distributed in accordance with all of the following requirements if benefits would have been payable in the form of a life annuity.

A. Automatic Joint and Survivor Annuity if benefits in the form of a life annuity become payable to a married Participant who:

1. Begins to receive payments under the Plan on or after Normal Retirement Age; or

2. Dies on or after Normal Retirement Age while still working for an Employer; or

3. Begins to receive payments on or after the Qualified Early Retirement Age; or

4. Separates from Service on or after attaining Normal Retirement Age (or the qualified Early Retirement Age) and after satisfying the eligibility requirements for the payment of benefits under the Plan and thereafter dies before beginning to receive such benefits; then such benefits will be received under this Plan in the form of a Qualified Joint and Survivor Annuity, unless the Participant has elected otherwise during the election period. The election period must begin at least six (6) months before the Participant attains qualified Early Retirement Age and end not more than ~~ninety-~~one-hundred eighty (~~90~~180) days before the commencement of benefits. Any election hereunder will be in writing and may be changed by the Participant at any time.

B. Election of early survivor annuity. A Participant who is employed after attaining the qualified Early Retirement Age will be given the opportunity to elect, during the election period, to have a survivor annuity payable on death. If the Participant elects the survivor annuity, payments under such annuity must not be less than the payments which would have been made to the Spouse under the Qualified Joint and Survivor Annuity if the Participant had retired on the day before his death. Any election under this provision will be in writing and may be changed by the Participant at any time. The election period begins on the later of: (i) the one-hundred eightieth ~~ninetieth~~ (180~~90~~th) day before the Participant attains the qualified early retirement age, and (ii) the date on which Participation begins, and ends on the date the Participant terminates employment.

C. Qualified Early Retirement Age is the latest of:

1. The earliest date, under the Plan, on which the Participant may elect to receive retirement benefits,

2. The first day of the one-hundred twentieth (120th) month beginning before the Participant reaches Normal Retirement Age, or

3. The date on which the Participant begins participation.

D. Qualified Joint and Survivor Annuity is an annuity for the life of the Participant with a Survivor Annuity for the life of the Spouse as described in Article I of this Plan.

SECTION 9 - REVERSION OF THE JOINT AND SURVIVOR BENEFITS:
Participants who elected and are presently receiving a Qualified Joint and Survivor Annuity or a Qualified Optional Survivor Annuity and Participants who subsequently elect a Qualified Joint and Survivor Annuity or a Qualified Optional Survivor Annuity and retire shall be entitled to an automatic reversion of the Retiree's Normal or Early Retirement Benefit on the first day of the month immediately following the death of the Participant's Spouse.

ARTICLE VI - TOTAL AND PERMANENT DISABILITY BENEFIT

SECTION 1 - ELIGIBILITY FOR TOTAL AND PERMANENT DISABILITY BENEFIT:
A Participant shall be eligible to receive a Total and Permanent Disability Benefit equal to his accrued Normal Retirement Benefit, with a minimum benefit of $25.00 per month, provided:

A. The disability occurred prior to the Participant's sixtieth (60th) birthday; and

B. The Participant has ten (10) years of Service; and either

C. The Participant is totally and permanently disabled as defined in Article I, Section 29; or

D. The Participant is receiving total and permanent disability benefits, as established by the Social Security Act at the time of his application for a Total and Permanent Disability Benefit.

SECTION 2 -~~B~~ COMMENCEMENT DATE OF PAYMENTS:
The monthly Total and Permanent Disability Benefit shall begin, upon approval by the Trustees of a fully completed application, on the first (1st) day of the month following the month in which a Participant is declared disabled. Monthly payments are subject to Suspension of Benefits rules in Article X.

The Trustees shall have the power to require an Employee seeking a benefit pursuant to this Article to be examined by a physician or a clinic selected by the Trustees and any Employee declared to be totally and permanently disabled by such physician or clinic shall be entitled to a Total and Permanent Disability Benefit.

SECTION 3 - BENEFIT AFTER AGE SIXTY (60):
Upon attaining age sixty (60), a Participant shall begin receiving his accrued Normal Retirement Benefit and his right to further Total and Permanent Disability Benefit payments shall cease.

SECTION 4 - RECOVERY OF DISABLED PARTICIPANT:
In the event a disabled Participant temporarily recovers and is re-employed but subsequently retires, benefits shall be calculated and paid as if the Participant were then first retired and shall be based on his Past and Future Service Benefit as of the date of his latest retirement.

SECTION 5 - TERMINATION OF BENEFITS:
Total and Permanent Disability Benefits shall be terminated:

A. If the Participant engages in an occupation or employment (except for rehabilitation as determined by the Trustees) for remuneration or profit, which employment would be inconsistent with the finding of Total and Permanent Disability; or

B. If the Trustees determine on the basis of medical findings the Participant has sufficiently recovered to resume a regular occupation or employment for profit or remuneration; or

C. If the Participant refuses to undergo a medical examination requested by the Trustees; provided, however, that the Participant may not be required to undergo a medical examination more often than twice a year; or

D. When the Participant reaches age sixty (60); or

E. If the Participant dies; or

F. If such benefits were originally based on a Social Security Award and the Participant has subsequently been determined by Social Security to be no longer disabled.

ARTICLE VII - DEFERRED VESTED BENEFIT

SECTION 1 - PREAMBLE:
A Participant who has attained Normal Retirement Age, or a Participant who has five (5) years or more of Service, whichever, first occurs, shall have a vested right in his Accrued Benefit payable at Normal Retirement Age, or an actuarially reduced benefit payable at Early Retirement Age.

The Deferred Vested Benefit is not applicable to the Total and Permanent Disability Benefit if the disability occurs after a Participant has terminated employment with an Employer.

SECTION 2 - ELIGIBILITY FOR DEFERRED VESTED BENEFIT:
A Participant shall be eligible to receive a Deferred Vested Benefit payable at Normal Retirement Age or an actuarially reduced amount payable at Early Retirement Age provided:

A. The Participant has ceased to be employed by an Employer within the jurisdiction of the Fund, other than by reason of death, or under circumstances where a Total and Permanent Disability Benefit is payable under this Plan; and
B. The Participant had, prior to applying for a Deferred Vested Benefit, at least five (5) years of Service.

SECTION 3 - COMPUTATION OF DEFERRED VESTED BENEFITS:
The Deferred Vested Benefit shall be a monthly benefit payable at Normal Retirement Age equal to one hundred percent (100%) of the Participant's accrued Normal Retirement Benefit.

The monthly Deferred Vested Benefit payable to a Participant who elects to commence benefits at Early Retirement Age shall be equal to a percentage of the Participant=s accrued Normal

Retirement Benefit actuarially reduced in accordance with the table set forth in Article IV, Section 2.

SECTION 4 B COMMENCEMENT DATE OF PAYMENTS:
The monthly Deferred Vested Benefit shall begin on the first (1^{st}) day of the month following coinciding with or following:

A. The date on which the Participant attains Normal or Early Retirement Age; or

B. The date specified in the Participant's application for a Deferred Vested Benefits; or

C. The date the Trustees receive and approve the Participant's fully completed application for Deferred Vested Benefits.

Deferred Vested Benefits are subject to the Suspension of Benefits rules set forth in Article X.

SECTION 5 - WHEN A PARTICIPANT RETURNS TO WORK:
In the event a Participant who has been approved for a Deferred Vested Benefit returns to employment with an Employer before benefits commence, his previously computed benefit shall become void and additional Future Service shall be credited from the date he returns to employment and Employer Contributions are again made to the Trust Fund on his behalf.

ARTICLE VIII - DEATH BENEFITS

SECTION 1 - PRE-RETIREMENT DEATH BENEFIT:
The Surviving Spouse or Beneficiary of a deceased Participant shall be eligible to receive a Pre-Retirement Death Benefit provided:

A. The deceased Participant reached Earliest Retirement Age and would have been eligible for a Joint and 100% Survivor Benefit had he retired with such benefit on the day before death or the deceased Participant died on or before Earliest Retirement Age but would have been eligible for a Joint and 100% Survivor had he survived to Earliest Retirement Age, retired with such benefit, and died on the day thereafter; or

B. The deceased Participant had less than five (5) years of Continuous Service prior to his death; or

C. The deceased Participant had five (5) or more years of Continuous Service and had not received a Normal Retirement Benefit or Early Retirement Benefit.

A Spouse may receive either the Type 1 Pre-Retirement Death Benefit, unless an optional form of benefit is elected within the Election Period pursuant to a Qualified Election, or the Spouse may receive the Type 2 or Type 3 Pre-Retirement Death Benefit provided the eligibility requirements are met. A Beneficiary shall be entitled to the Type 2 or Type 3 Pre-Retirement Death Benefit. No more than one Pre-Retirement Death Benefit shall be payable to the Spouse or

Beneficiary of a deceased Participant.

SECTION 2 - DESCRIPTION AND AMOUNT OF THE PRE-RETIREMENT DEATH BENEFITS:

A. Type 1 - 100% Survivor Benefit to the Spouse:
The Spouse of a deceased Participant who would have been eligible to receive a Joint and 100% Survivor Benefit had he retired on the day before his death or who would have been eligible for such benefit had he survived to Earliest Retirement Age, retired with such benefit, and died on the day thereafter, shall receive a monthly benefit equal to the amount the Spouse would have received had the deceased Participant retired on such benefit.

B. Type 2 - Lump Sum Payment of Percentage of Employer Contributions:
The Beneficiary of a deceased Participant who had less than five (5) years of Continuous Service prior to his death shall be eligible to receive a lump sum payment in an amount equal to one hundred percent (100%) of the Employer Contributions made on behalf of the deceased Participant.

C. Type 3 - Five Year Certain Benefit:
The Beneficiary of a deceased Participant who had five (5) or more years of Service and had not received a Normal Retirement Benefit or Early Retirement Benefit shall be eligible to receive a monthly benefit equal to a percentage, based on the deceased Participant=s age as of the date of death, of the deceased Participant=s accrued Normal Retirement Benefit as of the date of death, with payments to continue for sixty (60) months.

AGE AT DEATH	PERCENT
<54	80%
55	85%
56	88%
57	91%
58	94%
59	97%

SECTION 3 - WHEN PRE-RETIREMENT DEATH BENEFITS PAID:

The Type 1 Pre-Retirement Death Benefit shall commence on the first day of the month following the date of the Participant=s death. Monthly benefits will continue for the lifetime of the Spouse with the last payment to be made on the first of the calendar month preceding the death of the Spouse.

The Type 2 Pre-Retirement Death Benefit shall be a lump sum payment on the first day of the month following the date the Trustees approve an application completed by the Spouse or Beneficiary.

The Type 3 Pre-Retirement Death benefit shall commence on the first day of the calendar month following the date of the Participant=s death. Monthly payments will continue until the total of monthly payments to the Beneficiary equals sixty (60).

SECTION 4 - POST-RETIREMENT DEATH BENEFIT:
The Surviving Spouse or Beneficiary of a deceased Participant who had not elected a Joint and Survivor Benefit shall be eligible to receive a Post-Retirement Death Benefit provided the Participant's death occurs after he has received at least one but less than 60 monthly Normal Retirement Benefit or Early Retirement Benefit payments.

The Post-Retirement Death Benefit does not apply to the Qualified Joint and Survivor Annuity or a Qualified Optional Survivor Annuity since those forms of benefit payment contain their own death benefit.

SECTION 5 - DESCRIPTION AND AMOUNT OF POST-RETIREMENT DEATH BENEFIT:
The Beneficiary of a deceased Participant who had received at least one (1) but less than the guaranteed number of monthly Normal Retirement or Early Retirement Benefit payments shall receive a continuation of the monthly payments until the total of monthly payments to the deceased Participant and the Beneficiary equals the guaranteed number of payments.

Effective April 1, 2000, a Beneficiary's minimum monthly benefit shall be Fifty Dollars ($50.00). In the event the Participant names multiple Beneficiaries, the total benefit paid shall be Fifty Dollars ($50.00). This shall be effective only for current Spouses and Beneficiaries of deceased Spouses receiving this benefit.

Effective October 1, 2004, for Beneficiaries entitled to this benefit on and after such date, there shall be no minimum monthly benefit payable to a Beneficiary(ies). In the event the Participant names multiple Beneficiaries, the total benefit paid shall be no greater than the amount of the monthly benefit payable to the Participant.

SECTION 6 - BENEFICIARY DESIGNATION:
A Participant may name any person as his or her Beneficiary; provided, however, the designation of a Beneficiary other than the legal Spouse of the Participant shall require spousal consent. A successor Beneficiary may name any person as his or her Beneficiary.

In the event of a divorce, the designation of a Participant's former Spouse as Beneficiary is nullified and any benefit that may become payable upon the Participant's death will be paid in accordance with the terms of Section 7 herein until such time as the Participant executes a new beneficiary designation form and files such form with the Fund Office.

SECTION 7 - NO BENEFICIARY DESIGNATION:
In the event a Participant, or a successor Beneficiary, shall die without designating a Beneficiary, any death benefits shall be paid to the legal Spouse, if any, of the Participant or, as applicable, the successor Beneficiary. If the legal Spouse shall have predeceased the Participant, or successor Beneficiary, or through divorce has ceased to be the legal Spouse, the death benefit shall be paid in equal shares to the children, if any, of the Participant or, as applicable, the successor Beneficiary. If there is no legal Spouse or children surviving, the death benefit shall be paid in a lump sum to the executor or administrator of the estate of the deceased Participant or, as

applicable, the estate of the deceased successor Beneficiary.

ARTICLE IX - POST-DISABILITY DEATH BENEFIT

SECTION 1 - POST-DISABILITY DEATH BENEFIT:
The Spouse of a deceased Participant who was receiving a Total and Permanent Disability Benefit immediately prior to death shall, upon presentation of proper proof of death, be eligible to receive a Post-Disability Death Benefit provided either:

A. The deceased Participant dies prior to his fifty-five (55th) birthday; or

B. The deceased Participant was at least age fifty-five (55) but under age sixty (60).

SECTION 2 - DESCRIPTION AND AMOUNT OF THE POST-DISABILITY BENEFIT:
The Spouse of a deceased Participant shall receive a Post-Disability Death Benefit as follows:

A. Deferred Spouse Survivor's Benefit:
The Spouse of a deceased Participant who meets the eligibility requirements set forth in Section 1, Subsection A of this Article shall be entitled to a monthly benefit equal to 100% of the amount to which the deceased Participant would have been entitled if he had lived to Earliest Retirement Age. The Deferred Spouse Survivor's Benefit shall not be payable to the Spouse until such time as the deceased Participant would have attained Earliest Retirement Age had he survived; or the Spouse may choose to receive an actuarially reduced monthly benefit commencing the first day of the month following the Participant=s death.

B. Spouse Survivor's Benefit:
The Spouse of a deceased Participant who meets the eligibility requirements set forth in Section 1, Subsection B of this Article shall receive a monthly benefit equal to 100% of the amount the deceased Participant would have received had he elected the Joint and 100% Survivor Benefit on the date of death.

SECTION 3 -~~B~~ COMMENCEMENT OF PAYMENTS:
The Deferred Spouse Survivor'~~=~~s Benefit shall commence on the first day of the month following the date the Participant would have attained his fifty-fifth (55th) birthday had the Participant survived; or the Spouse may choose to receive an actuarially reduced monthly benefit commencing the first day of the month after the Participant=s death. Monthly payments will continue for the lifetime of the Spouse with the last payment to be made on the first day of the month preceding the death of the Spouse.

The Spouse Survivor=s Benefit shall commence on the first day of the month following the death of the Participant. Monthly payments will continue for the lifetime of the Spouse with the last payment to be made on the first day of the calendar month preceding the death of the Spouse.

ARTICLE X B SUSPENSION OF BENEFITS

SECTION 1 - SUSPENSION OF RETIREMENT BENEFITS:

A Participant who is entitled to receive or who is receiving a Normal Retirement Benefit or an Early Retirement Benefit shall be suspended from receiving benefits in any month in which the Participant is employed after retirement in the same industry, in the same trade or craft, and in the same geographic area which results in forty (40) or more hours actually worked in that month. Such employment is referred to as "Disqualifying Employment". The Participant's suspended benefits shall be permanently forfeited to the extent of the suspended amount. The suspended amount shall be the Participant's actual monthly benefit. **Under no circumstances will a Retiree's benefit be suspended once he has attained age seventy and one-half (70 1/2).**

For purposes of the suspension of benefits rules, the following definitions apply:

A. "Same industry" is defined as the construction industry in which Employers who are signatory to Collective Bargaining Agreements covering wages, hours and working conditions of Employees represented by the Indiana/Kentucky Regional Council of Carpenters and Employers who are not signatory to such agreements employ Employees who are receiving retirement benefits from the Lower Ohio Valley District Council Pension Fund.

B. "Same trade or craft" is defined as any trade or craft in which an Employee was employed at any time under the Plan, including supervisory activities and/or managerial activities related to any such trade or craft. The term "Managerial Activities" shall include but not be limited to the activity of estimator.

C. "Same geographic area" is defined as the Commonwealth of Kentucky and the states of Arkansas, Ohio, Illinois, Indiana, Mississippi, Missouri, Virginia, West Virginia and Tennessee that are contiguous to or adjacent to the Commonwealth of Kentucky.

Prior to suspension of benefits, the Participant will be notified by the Trust Office of the suspension. This notification will explain the reasons for the suspension, the amount of benefits lost, and the conditions for resumption of payments. The Trustees' actions in suspending benefits will be subject to the appeal procedures contained in Article XII, Section 3 of this Plan.

SECTION 2- 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 the following:

A. Any employment whatsoever, regardless of the number of hours worked per month and regardless of whether the Participant believes such employment to be ADisqualifying Employment@, and

B. The subsequent cessation of any such employment.

Once a Participant's benefits have been suspended, they will be resumed on the first day of the month following the first subsequent month during which the Participant has not been employed for forty (40) or more hours of employment in the same industry, in the same trade or craft, and in the same geographic area covered by the Collective Bargaining Agreement.

SECTION 3 B ADVANCE DETERMINATION:
A Participant may request an advance ruling from the Trustees whether some specific contemplated employment will result in the suspension of benefits. The Trustees will rule on such a request within thirty (30) days. This ruling will be subject to the appeal procedure described in Article XII, Section 3 of this Plan.

SECTION 4 -~~B~~ OFFSET RULES:
Upon resumption of payments under the provisions of the Plan, there shall be deducted from the monthly payments made to the retired Participant an amount equal to all of the monthly payments, if any, previously made in those calendar months during which the Participant was employed. The first (1^{st}) payment upon resumption shall be subject to offset without limitation; however, beginning with the second (2^{nd}) payment and continuing thereafter until the full amount of all monthly payments made in 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. If a retiree dies before recoupment of the overpayment has been completed, the deduction shall be made from the benefit payable to his Beneficiary subject to these offset rules.

SECTION 5 -~~B~~ PRESUMPTIONS:
Whenever a Plan fiduciary becomes aware a Participant receiving or entitled to receive a Retirement Benefit is employed or re-employed and has not complied with the notification requirements of the Plan, the Trustees, or the administrative manager acting on their behalf, may, unless it is unreasonable under the circumstances 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 during each month that the Employer has been working at that particular construction site. Such presumptions shall be made, however, only if

A. The employment verification requirements and the nature and effect of such presumptions are described in the Plan=s Summary Plan Description and in any communication to Employees which relates to such verification requirements (such as employment reporting reminders or forms); and

B. Retired individuals receive the information described in paragraph A above either through receipt of the above described infonnation or by special distribution at least once each Plan year.

In acting upon such a presumption, the Trustees, or the administrative manager acting on their behalf, may suspend the Retirement Benefit payments immediately and without further inquiry, and the Employee shall be responsible for demonstrating 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 information provided by the Participant, that the Participant was not employed as presumed, the Participant shall receive at the next scheduled benefit payment time, the full amount of any and all payments which have been withheld pending such determination.

ARTICLE XI - ADMINISTRATION OF THE PLAN

SECTION 1 - RESPONSIBILITY FOR ADMINISTRATION:

The Plan shall be administered by the Trustees, who are Fiduciaries under this Plan, in accordance with the powers granted to them by the Trust Agreement. A AFiduciary@ is a person or firm who (i) exercises any discretionary authority or discretionary control respecting management of this Plan or exercises any authority or control respecting management or disposition of its assets; or (ii) renders investment advice for a fee or other compensation, directly or indirectly, with respect to any monies or other property of this Plan, or who has any authority or responsibility to do so; or (iii) has any discretionary authority or discretionary responsibility on the administration of the Plan. The Trustees may employ one (1) or more persons or firms to render advice with regards to any of their responsibilities. The Trustees shall make such rules and prescribe such procedures for the administration of the Plan as they shall deem necessary. The decisions of the Trustees in all matters pertaining to the administration of the Plan shall be final.

SECTION 2 - FIDUCIARY DUTIES:

A Fiduciary shall discharge his duties with respect to this Pension Plan solely in the interest of 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 duties with respect to the Plan with the care, skill prudence and diligence under the circumstances prevailing that a prudent man acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims.

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 3 - PRESERVATION OF BENEFITS:

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

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 termination of employment after the Restatement Date, 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 4 B LIMITATION ON RIGHTS TO BENEFITS:
No Participant, former Participant, retired Participant, Beneficiary or any person claiming by or through any such person, shall have any right, interest or title to any benefits under the Trust Agreement, the Pension 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; provided, however, if any portion or all of a Participant'=s benefits ~~hereunder~~ are awarded to the Participant'=s former Spouse by a court pursuant to a decree of divorce, which is a Qualified Domestic Relations Order, such benefits shall be paid in accordance with such Orders regardless of any contrary Plan provision or Beneficiary designation.

SECTION 5 B ASSIGNMENT OF BENEFITS:
Except as otherwise expressly permitted by the Plan or required by law, including a Qualified Domestic Relations Order as defined in this Plan, no benefits payable at any time under this Plan shall be subject in any manner to alienation, sale, transfer, assignment, pledge, attachment or encumbrance of any kind. Any attempt to sell, alienate, transfer, assign, pledge, attach, or otherwise encumber any such benefit, whether presently or thereafter payable, shall be void.

Neither a Retirement Benefit nor the corpus of the Trust Fund shall in any manner be liable for or subject to the debts or liabilities of any Participant. If any Participant or retired Participant shall attempt to alienate, sell, transfer, assign, pledge, or otherwise encumber the benefit or any part thereof, or if, by reason of bankruptcy or other happening at any time, such benefits would devolve upon anyone else or would not be enjoyed by the Participant, the Trustees, in their discretion, may terminate his interest in such benefit and hold and apply it to or for the benefit of such person, a Spouse, dependent children, or any of them in such manner as the Trustees deem proper.

SECTION 6 - COMMENCEMENT DATE FOR PENSION PAYMENTS:
Notwithstanding any other provision of the Plan, unless otherwise elected by a 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 (60^{th}) 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.

Required Distributions
Notwithstanding any preceding provisions of this Plan, in no event may the distribution of a Participant=s benefits commence later than April 1 of the calendar year following the year in which

1) the Participant reaches age seventy and one half years (70-1/2); or

2) the Participant retires, if later.

SECTION 7 B BENEFIT DISTRIBUTION PROVISIONS:

When a Participant=s entire interest in the Plan is distributed in a form other than a lump sum, the distribution shall be made in one (1) or more of the following ways:

A. Over the life of the Participant; or

B. Over the life of the Participant and a Designated Beneficiary; or

C. Over a period certain not extending beyond the joint life and last Survivor expectancy of the Participant and a Designated Beneficiary.

In the event a Participant dies subsequent to any benefit payments hereunder, such Participant'=s remaining interest, if any, shall be distributed at least as rapidly as under the method of distribution being used as of the date of the Participant=s death.

In the event a Participant dies prior to commencement of benefit payments hereunder, such Participant'=s remaining interest, if any, shall be distributed subject to the following:

A. Any remaining portion of the Participant=s interest that is not payable to a Beneficiary designated by the Participant shall be distributed within five (5) years after the Participant'=s death;

B. Any remaining portion of the Participant'=s interest that is payable to a Beneficiary designated by the Participant shall be distributed either:

1) Within five (5) years after the Participant'=s death, or

2) Over the life expectancy of the Beneficiary.

Such distributions shall commence no later than the end of the calendar year following the calendar year in which the Participant died (or, if the designated Beneficiary is the Participant=s Surviving Spouse, commencing not later than the end of the calendar year in which the Participant would have attained age seventy and one-half (70-1/2)).

SECTION 8 ~~B~~--MINIMUM DISTRIBUTIONS:

If the Participant's entire interest is to be distributed in other than a lump sum, then the amount to be distributed each year must be at least an amount equal to the quotient obtained by dividing the Participant's entire interest by the life expectancy of the Participant or Joint and last Survivor expectancy of the Participant and Designated Beneficiary. Life expectancy and Joint and last Survivor expectancy are computed by the use of the return multiples contained in Section 1.72-0 of the Income Tax Regulations. For purposes of this computation, a Participant's life expectancy may be recalculated no more frequently than annually, however, the life expectancy of a non-Spouse Beneficiary may not be recalculated. If the Participant's Spouse is not the designated Beneficiary, the method of distribution selected must assure that at least fifty percent (50%) of the present value of the amount available for distribution is paid within the life expectancy of the Participant.

Death Distribution Provisions: Upon the death of the Participant, the following distribution provisions shall take effect:

A. If the Participant dies after distribution of his or her interest has commenced, the remaining portion of such interest will continue to be distributed at least as rapidly as under the method of distribution being used prior to the Participant's death.

B. If the Participant dies before distribution of his or her interest commences, the Participant's entire interest will be distributed no later than five (5) years after the Participant's death except to the extent that an election is made to receive distributions in accordance with (1) or (2) below:

(1) If any portion of the Participant's interest is payable to a designated Beneficiary, distributions may be in substantially equal installments over the life or life expectancy of the designated Beneficiary commencing no later than one year after the Participant's death;

(2) If the designated Beneficiary is the Participant's Surviving Spouse, the date distributions are required to begin in accordance with (1) above shall not be earlier than the date on which the Participant would have attained age seventy and one-half (70 1/2), and, if the Spouse dies before payments begin, subsequent distributions shall be made as if the Spouse had been the Participant.

C. For purposes of B above, payments will be calculated by use of the return multiples specified in Section 1.72-9 of the regulations. Life expectancy of a Surviving Spouse may be recalculated annually; however, in the case of any other designated Beneficiary, such life expectancy will be calculated at the time payment first commences without further recalculation.

D. For purposes of A, B, and C above, any amount paid to a child of the Participant will be treated as if it had been paid to the Surviving Spouse if the amount becomes payable to the Surviving Spouse when the child reaches the age of majority.

Notwithstanding the above distribution requirements, distribution on behalf of any Employee may be made in accordance with all of the following requirements (regardless of when such distribution commences):

A. The distribution by the trust is one which would not have disqualified such trust under Section 401(a)(9) of the Internal Revenue Code as in effect prior to amendment by the Deficit Reduction Act of 1984.

B. The distribution is in accordance with a method of distribution designated by the Employee whose interest in the trust is being distributed or, if the Employee is deceased, by a Beneficiary of such Employee.

C. Such designation was in writing, was signed by the Employee or the Beneficiary, and was made before January 1, 1984.

D. The Employee had accrued a benefit under the Plan as of December 31, 1983.

E. The method of distribution designated by the Employee or the Beneficiary specifies the time at which distribution will commence, the period over which distributions will be made, and in the case of any distributions upon the Employee's death, the beneficiaries of the Employee listed in order of priority.

Unless paid to a Surviving Spouse under a Qualified Joint and Survivor Annuity, the method of distribution selected must assure that at least fifty percent (50%) of the present value of the amount available for distribution is paid within the life expectancy of the Participant.

A distribution upon death will not be covered by this transitional rule unless the information in the designation contains the required information described above with respect to the distribution to be made upon the death of the Employee.

For any distribution which commences before January 1, 1984, but continues after December 31, 1983, the Employee, or the Beneficiary, to whom such distribution is being made, will be presumed to have designated the method of distribution under which the distribution is being made if the method of distribution was specified in writing and the distribution satisfies the requirements in Subsections A and B above.

If a designation is revoked, any subsequent distribution must satisfy the requirements of Section 401(a)(9) of the Code, as amended. Any changes in the designation will be considered to be a revocation of the designation. However, the mere substitution or addition of another Beneficiary (one not named in the designation) under the designation will not be considered to be a revocation of the designation, so long as such substitution or addition does not alter the period over which distributions are to be made under the designation, directly or indirectly (for example, by altering the relevant measuring life).

SECTION 9 - INFORMATION REQUIRED:

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

The Trustees may recover any payments made to a Participant, Beneficiary or other payee should it be determined that such Participant, Beneficiary or Payee has committed fraud in obtaining benefits from the Fund.

SECTION 10 B INABILITY TO RECEIVE BENEFIT PAYMENTS:

In the event the Trustees determine a retired Participant or any other payee is mentally or physically unable to give a valid receipt or endorsement for any benefit due to him under the Plan, such payment may, unless claim has been made therefore by a legally appointed guardian, committee or other legal representative, be paid to any person or institution providing for the care and maintenance of such retired Participant or payee. Any such payment shall be a payment for the account of the retired Participant or payee and shall be a complete discharge of any liability of the Plan. The Trustees may condition such payment upon receipt of such indemnification as they deem appropriate.

SECTION 11 - LUMP SUM PAYMENT:

A. If an Employee terminates services prior to Early Retirement Age, the present value of the Employee's vested accrued benefit derived from Employer Contributions will not be paid in a lump sum or any other manner until the Employee attains Early Retirement Age. The non-vested portion of such accrued benefit will be treated as a forfeiture.

B. If an Employee terminates service at Early Retirement Age or later and the present value of the Employee's vested accrued benefit derived from Employer contributions is not greater than $1,000.00, the Employee will receive a distribution of the present value of the entire vested portion of such accrued benefit and the non-vested portion will be treated as a forfeiture. No lump sum distribution shall be made under the preceding sentence after Early Retirement Age unless the Employee and his Spouse consent in writing to such distribution.

C. If an Employee terminates service at Early Retirement Age or later and the present value of the Employee's vested accrued benefit derived from Employer contributions is more than $1,000.00, the Employee will receive a lump sum distribution of equal actuarial value provided (1) the present value equivalent is greater than $1,000.00, and (2) the present value equivalent is $5,000.00 or less, and (3) the Employee and his Spouse consent in writing to such distribution. No lump benefit is available if the present value equivalent is greater than $5,000.00. The non-vested portion will be treated as a forfeiture.

If an Employee receives a distribution pursuant to this Section and the Employee resumes Covered Employment under the Plan, he or she shall have the right to restore his or her Employer derived accrued benefit to the extent forfeited upon the repayment to the Plan of the full amount of the distribution plus interest, compounded annually from the date of distribution at the rate of five percent (5%). Such repayment must be made by the Employee before the Employee incurs five (5) consecutive one year breaks-in-service following the date of distribution.

If an Employee does not receive a distribution pursuant to this Section, no forfeiture will occur until the Employee incurs five (5) consecutive one year breaks in service.

The following provisions are effective for Plan Years beginning after December 31, 1984.

A. If the present value of a Participant's accrued benefit derived from Employer

Contributions and Employee contributions (other than a accumulated deductible Employee contributions) exceeds $5,000, such benefit shall not be treated as non-forfeitable if the Plan provides that the present value of such benefit could be immediately distributed without the consent of the Participant (and the consent of the Participant's Spouse as required by Section 417 of the Code, if applicable).

B. For purposes of A, present value shall be calculated by using the interest rate for calculating immediate annuities which would be used (as of the beginning of the Plan Year in which the distribution occurs) by the Pension Benefit Guaranty Corporation in determining the present value of a lump sum distribution on Plan termination.

SECTION 12 B REVERSION OF FUND ASSETS TO EMPLOYER:

No Employer shall have any right, title or interest in the contributions made by them to the Trust Fund and no assets of the Trust Fund shall revert to any Employer; provided, however, in the case of a contribution which is made by an Employer by mistake, at the sole discretion of the Trustees, such contribution may be returned to the Employer, as permitted under Section 403(c)(2)(A) ERISA and any amendments or regulations thereto, and any policy adopted by the Trustees.

SECTION 13 B FORFEITURES:

Notwithstanding any other provisions of this Plan, any amounts that might be forfeited by terminating Employees shall not be used to increase the Retirement Benefits of the remaining Participants.

SECTION 14 - MAXIMUM BENEFITS:

No amendment to the Plan (including a change in the actuarial basis for determining optional or early retirement benefits) shall be effective to the extent that it has the effect of decreasing a Participant's accrued benefit.

Notwithstanding the other provisions of this Plan, the annual Retirement Benefit to which a Participant shall be entitled shall be subject to the following:

The Maximum Benefit Limitation and Small Benefit Exception as provided by Internal Revenue Code Section 415 are incorporated herein by reference and made part of this document. The Trustees shall adjust the compensation limit under Code Section 415(b)(1)(B) and the age adjusted dollar limit under Code Section 415(b)(1)(A) as permitted under IRS Regulation 1.415-5.

SECTION 15 B ELIGIBLE ROLLOVER DISTRIBUTIONS:

A. This Article applies to distributions made on or after January 1, 1993. Notwithstanding any provision of the Plan to the contrary that would otherwise limit a distributee's election under this Article, a distributee may elect, at the time and in the manner prescribed by the Trustees, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover.

B. Eligible rollover distribution: An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated beneficiary, or for a specified period of ten years or more; any distribution to the extent such distribution is required under section 401(a) (9) of the code; and the portion of any distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to Employer securities), any hardship distribution described in Section 401(k)(2)(B)(I)(i)(iv) of the Code received after December 31,1999; a portion of any distribution that is included in gross income (determined without regard to the exclusion for net realized appreciation with respect to employer securities) and any other distribution that is reasonably expected to be less than $200.00 during a year.

C. Eligible retirement plan: An eligible retirement plan is an individual retirement account described in section 408(a) of the Code, an individual retirement annuity described in Section 408(b) of the Code, an annuity Plan described in Section 403(a) or the Code, or a qualified trust described in Section 401(a) of the Code, that accepts the distributee's eligible rollover distribution, or, effective January 1, 2008, a Roth individual retirement account as described in Section 408A of the Code. However, in the case of an eligible retirement plan to the Surviving Spouse, an eligible retirement plan is an individual retirement account or individual retirement annuity.

Effective for distributions made after December 31, 2001, an eligible retirement plan shall also mean an annuity contract described in Section 403(b) of the Code and an eligible plan under Section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan. The definition of eligible retirement plan shall also apply in the case of a distribution to a Surviving Spouse, or to a Spouse or former Spouse who is an alternate payee under a qualified domestic relations order, as defined in Section 414(p) of the Code.

D. Distributee: A distributee includes an Employee or former Employee. In addition, the Employee's or former Employee's Surviving Spouse and the Employee's or the former Employee's Spouse or former Spouse who is the alternate payee under a qualified domestic relations order, as defined in section 414(p) of the Code, are distributees with regard to the interest of the Spouse or former Spouse.

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

F. - Non-Spousal Rollovers: Effective for distributions made after December 31, 2006, a non-spouse Beneficiary will be eligible to have a direct rollover made to an individual retirement account. Such individual retirement account shall be considered to be an "inherited IRA."

SECTION 16 -~~B~~ PROVISIONS RELATING TO RETURNING VETERANS:
Effective December 12, 1994, contributions, benefits, years of Plan participation and Service with respect to qualified military service will be provided in accordance with Section 414(u) of the Internal Revenue Code.

ARTICLE XII - BENEFIT APPLICATION, ELECTION AND REVIEW PROCEDURES

SECTION 1 - APPLICATION FOR RETIREMENT BENEFITS OR DEATH BENEFITS:
Participants or Beneficiaries shall be able to apply for Retirement Benefits or Death Benefits at any time after the date twelve (12) months preceding the date such applicants would first become eligible for their requested benefits. The applicant shall notify the Trustees or the office of the administrative manager of the Pension Plan of his desire to apply for Plan benefits. The administrative manager will 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 filing the application for benefits.

SECTION 2~~3~~ - CLAIMS APPEAL PROCEDURE:
Should any difference arise between the Trust Office and any Employee and/or Beneficiary applying for benefits under the Pension Plan as to such applicant's rights to such benefits or the amount of such benefits, the matter shall be referred to the Trustees for decision.

The Employee and/or Beneficiary, when in disagreement, shall, within sixty (60) days subsequent to receipt of the Trust Office's decision, be entitled to file a written appeal from the adverse decision to the Trustees. This written appeal shall set forth the basic differences of the Employee and/or Beneficiary and the Trustees will also allow such Employee and/or Beneficiary to present additional written or oral evidence in his behalf. The Trustees shall notify the Employee and/or Beneficiary of the date, time, and place of the hearing of his appeal by sending such notice by certified mail, return receipt requested, to the Employee and/or Beneficiary's last known address.

The appeal shall be conducted in accordance with the rules and regulations found in 29 CFR Part 2560.

SECTION 3~~5~~ - CLAIMS REVIEW PROCEDURE (FOR CLAIMS FILED ON OR AFTER JANUARY 1, 2002):

A. The claimant shall have sixty (60) days [one hundred eighty (180) days for disability claims] following receipt of a notification of an adverse benefit determination within which to appeal the determination;

B. The claimant shall have the opportunity to submit written comments, documents, records, and other information relating to the claim for benefits;

C. 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.

D. 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.

E. The Trustees shall be empowered to hold a hearing at which the applicant shall be entitled to present the basis of his/her claims for review and at which he/she may be represented by counsel.

F. 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 (I) of this section, of the benefit determination as soon as possible, but not later than five (5) days after the benefit determination is made.

G. 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 (F) of this section 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.

H. 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 (I)(3), (4) or (5) of this section as is appropriate.

I. 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.

1. The specific reason or reasons for the adverse determination;

2. Reference to the specific Plan provisions on which the benefit determination is based;

3. 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;

4. A statement of the claimant's right to bring an action under Section 502(a) of ERISA; and

5. In the case of a claim for disability benefits--

a. If an internal rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination, either the specific rule, guideline, protocol, or other similar criterion; or a statement that such rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination and that a copy of the rule, guideline, protocol, or other similar criterion will be provided free of charge to the claimant upon request;

b. 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.

c. Provide for a review that does not afford deference to the initial adverse benefit determination and that is conducted by an appropriate named fiduciary of the plan who is neither the individual who made the adverse benefit determination that is the subject of the appeal, nor the subordinate of such individual;

d. Provide that, in deciding an appeal of any adverse benefit determination that is based in whole or in part on a medical judgment, including determinations with regard to whether a particular treatment, drug, or other item is experimental, investigational, or not medically necessary or appropriate, the appropriate named fiduciary shall consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment;

e. Provide for the identification 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

f. Provide that the health care professional engaged for purposes of a consultation under paragraph (d) above shall be an individual who is neither an individual who was consulted in connection with the adverse benefit determination that is the subject of the appeal, nor the subordinate of any such individual.

ARTICLE XIII - FUNDING OF BENEFITS

SECTION 1 - SOURCE OF CONTRIBUTIONS:
Contributions shall be made only by Employers on behalf of Employees unless provided otherwise in this Plan Document.

SECTION 2 - INVESTMENT AND FUNDING POLICY:
An investment policy shall be established that has as its goal 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 Plan actuary in making his determination of funding requirements. The Trustees may appoint an investment manager (or managers), firm(s), and investment consultants to provide investment services to the Fund.

SECTION 3 - ACTUARIAL VALUATIONS AND PLAN REVIEW:
The rules and regulations and the benefits provided for herein, have been adopted by the Trustees on the basis of continuing actuarial estimates which have established to the extent possible that the income and accruals of the Fund will be fully sufficient to support this Plan of benefits on a permanent basis. However, it is recognized that, in the future, the income and/or liabilities of the Fund may be substantially different from those previously anticipated. The Trustees shall cause to be prepared an annual actuarial valuation of the Fund. Upon the basis of all the facts and circumstances, the 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. No such decrease may operate to reduce the pension of those already vested or in pay status.

ARTICLE XIV - AMENDMENT AND TERMINATION OF THE PENSION PLAN

SECTION 1 - PLAN AMENDMENTS:
Subject to the provisions of the Trust Agreement, the Trustees reserve the right to themselves to amend, alter, modify, revoke, or suspend the Plan, provided such action does not result in nor permit the reversion of assets to any Employer.

SECTION 2 - TERMINATION OF THE PLAN:
The Pension Plan shall cease and terminate upon the happening of any one (1) or more of the following events:

A. In the event 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 Trust Agreement to persons already drawing benefits,

B. In the event there are no individuals living who can qualify as Participants hereunder,

C. In the event of termination by action of the Union and the Employers,

D. In the event of the complete discontinuance of the obligation to contribute to the Trust Fund by all Employers; or

E. In the event of termination as may otherwise be provided by law.

SECTION 3 - PROCEDURES IN EVENT OF TERMINATION:
In the event of termination, the Trustees shall:

A. Make provision out of the Pension Fund for the payment of any and all obligations of the Plan and Trust, including expenses incurred up to date of termination of the Plan and the expenses incidental to such termination;

B. Arrange for a final audit and report of their transactions and accounts for the purpose of termination of their trusteeship;

C. Give notice and prepare and file any reports which may be required by law; and

D Distribute the remaining assets among Participants and Beneficiaries of the Plan in the following order:

1. Provide benefits for those Participants already receiving Retirement Benefits or Death Benefits;

2. Provide benefits for those Participants eligible to retire and receive a benefit as of the termination date;

3. Provide benefits for those Participants who are vested, but who have not reached the Normal Retirement Age as of the termination date;

4. Provide for all other non-forfeitable benefits under the Plan; and

5. Use the balance of the available funds in a nondiscriminatory manner for the benefit of all Participants not heretofore provided for under the Plan as of the termination date.

In the event of termination, either partially or wholly, the rights of all Participants to benefits accrued to the date of termination shall become non-forfeitable.

SECTION 4 -~~B~~ EMPLOYER WITHDRAWAL LIABILITY:
Employer withdrawal liability, if any, shall be computed under the basic presumptive method as provided in Section 4211(b) of ERISA.

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 Plan, 29 CFR 2640 and 2641.

SECTION 5 - NON-FORFEITABILITY OF BENEFITS:
In the event the Pension Plan shall be partially or completely terminated, the rights of all Participants to benefits accrued to the date of termination or discontinuance (to the extent then funded) shall be non-forfeitable.

ARTICLE XV - MERGER, CONSOLIDATION WITH, OR TRANSFER OF PLAN ASSETS OR LIABILITIES TO ANY OTHER PLAN

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 the 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.

Any of the foregoing events must be accomplished in accordance with the Internal Revenue Service regulations. Further, resolutions of the Trustees of this Plan, and new or successor Trustees of the successor Plan, covering the affected Participants, shall authorize such transfer of assets. In the case of the new or successor Trustees of the Plan covering the affected Participants, its resolutions shall include an assumption of liabilities with respect to such Participants= inclusion in the new Plan.

ARTICLE XVI B MISCELLANEOUS PROVISIONS

SECTION 1 B APPROVAL UNDER INTERNAL REVENUE CODE:
This Plan and the Trust Agreement are intended to qualify as a Plan and Trust meeting the requirements of Section 401(a), 402(a) and 501(a) of the Internal Revenue Code and the Employee Retirement Income Security Act of 1974, as now in effect or hereafter amended. Any modification or amendment of the Plan may be made retroactive as necessary or appropriate to establish and maintain such qualification.

SECTION 2 -B SEVERABILITY:
Should any provision in the Pension Plan or rules and regulation adopted hereunder be deemed or held to be unlawful or invalid for any reason, such fact shall not adversely affect the other provisions herein 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 XVII - TRA86 - OBRA93

PREAMBLE ~~[FROM HERE ON HELP IS NEEDED]~~

This Article was created in order for the Fund to comply with the Tax Reform Act of 1986 and all subsequent applicable legislation through the Omnibus Budget Reconciliation Act of 1993. This Article will take precedence over any conflicting language in any preceding Article in the Plan.

PART I – DEFINITIONS

1. "*Hour of Service*" - Each hour for which a contribution to the Trust Fund is made or required to be made by a contributing Employer on behalf of an Employee.

2. "*Compensation*" - Compensation will mean earned income. Compensation shall include only that compensation which is actually paid to the Participant during the Plan Year.

   For years beginning on or after January 1, 1989, and before January 1, 1994, the annual compensation of each Participant taken into account for determining the maximum benefits provided under the Plan for any Plan Year shall not exceed $200,000. This limitation shall be adjusted by the Secretary at the same time and in the same manner as under Section 415(d) of the Internal Revenue Code, except that the dollar increase in effect on January 1, of any calendar year is effective for Plan Years beginning in such calendar year and the first adjustment to the $200,000 limitation is effective on January 1, 1990.

   For years beginning on or after January 1, 1994, the annual compensation limit of each Participant taken into account for determining the maximum benefits provided under the Plan for any determination period shall not exceed $150,000, as adjusted for the cost-of-living in accordance with Section 401(a) (17) (B) of the Internal Revenue Code. The cost-of-living adjustment in effect for a calendar year applies to any determination period beginning in such calendar year.

   In determining the compensation of a Participant for purposes of this limitation, the rules of Section 414(q) (6) of the Internal Revenue Code shall apply, except in applying such rules, the term family shall include only the Spouse of the Participant and any lineal descendants of the Participant who have not attained age nineteen (19) before the close of the year. If, as a result of the application of such rules the adjusted annual compensation limitation is exceeded, then, the limitation shall be prorated among the affected individuals in proportion to each such individual's compensation as determined under this Section prior to the application of this limitation.

   If compensation for any prior determination period is taken into account in determining a Participant's benefits for the current Plan Year, the compensation for such prior Plan Year is subject to the applicable annual compensation limit in effect for that prior period. For this purpose, in determining benefits in Plan Years beginning on or after January 1, 1989, the annual compensation limit in effect for determination periods beginning before that date is $200,000. In addition, in determining benefits in Plan Years beginning on or after January 1, 1994, the annual compensation limit in effect for determination periods beginning before that date is $150,000.

Compensation shall be determined over the Plan Year.

3. "*Compensation Formulas*" - Average annual compensation. Average annual compensation means the average of a Participant's annual compensation, as defined in Definition 2 of this Amendment of the Plan, over the three (3) consecutive Plan Year period ending in the current year or in any prior year that produces the highest average. If a Participant's entire period of service for the Employer is less than three (3) consecutive years, compensation is averaged on an annual basis over the Participant's entire period of service.

4. "*Earned Income*" - Earned income means the net earnings from self-employment in the trade or business with respect to which the Plan is established, for which personal services of the individual are a material income-producing factor. Net earnings will be determined without regard to items not included in gross income and the deductions allocable to such items. Net earnings are reduced by contributions by the Employer to a qualified Plan to the extent deductible under Section 404 of the Internal Revenue Code.

   Net earnings shall be determined with regard to the deduction allowed to the taxpayer by Section 164(f) of the Internal Revenue Code for taxable years beginning after December 31, 1989.

5. "*Normal Retirement Age*" - For each Participant, Normal Retirement Age is the later of: (i) Age sixty (60); and (ii) The fifth (5th) anniversary of the Participation commencement date.

6. "*Straight Life Annuity*" - Straight Life Annuity means an Annuity payable in equal installments for the life of the Participant that terminates upon the Participant's death.

PART II - MINIMUM PARTICIPATION STANDARDS

1. Maximum Age Restrictions not permitted - There are no maximum age restrictions of any kind in this Plan.

2. Provisions for Entry into Participation - The Employee will participate on the date an Employer makes a contribution on his behalf.

3. Eligibility Computation Periods - For determining years of service and breaks-in-service for purposes of eligibility, the computation period is the Plan Year.

4. Use of Computation Periods - Years of service and breaks-in-service will be measured on the same eligibility computation period.

5. All Years of Service Counted toward Eligibility Except after Certain Breaks-in-Service. All years of service with the Employer are counted toward eligibility except the following:

In the case of a Participant who does not have any nonforfeitable right to the accrued benefit derived from Employer contributions, Years of Service before a period of consecutive one (1) year Breaks-in-Service will not be taken into account in computing eligibility service if the number of consecutive one (1) year breaks-in-service in such period equals or exceeds the greater of five (5) or the aggregate number of years of service. Such aggregate number of years of service will not include any years of service disregarded under the preceding sentence by reason of prior Breaks-in-Service.

If a Participant's years of service are disregarded pursuant to the preceding paragraph, such Participant will be treated as a new Employee for eligibility purposes. If a Participant's years of service may not be disregarded pursuant to the preceding paragraph, such Participant shall continue to Participate in the Plan, or, if terminated, shall participate immediately upon reemployment.

6. Participation upon Return to Eligible Class - In the event a Participant is no longer a member of an eligible class of Employees and becomes ineligible to participate but has not incurred a Break-in-Service, such Employee will participate immediately upon returning to an eligible class of Employees. If such Participant incurs a Break-in-Service, eligibility will be determined under the Break-in-Service rules of the Plan.

In the event an Employee who is not a member of an eligible class of Employees becomes a member of an eligible class, such Employee will participate immediately if such Employee has satisfied the minimum age and service requirements and would have otherwise previously become a Participant.

PART III - PLAN BENEFITS

1. Integration with Social Security - This Plan is not integrated with Social Security.

2. Year of Participation (Accrual Computation Period) - Year of Participation shall mean a Plan Year during which a Participant completes at least one (1) Hour of Service for which Employer contributions are made to the Trust Fund on his behalf.

3. Normal Retirement Benefit - The Normal Retirement Benefit of each Participant shall not be less than the largest periodic benefit that would have been payable to the Participant upon separation from service at or prior to Normal Retirement Age under the Plan exclusive of Social Security supplements, premiums on disability or term insurance, and the value of Disability Benefits not in excess of the Normal Retirement Benefit. For purposes of comparing periodic benefits in the same form, commencing prior to and at

Normal Retirement Age, the greater benefit is determined by converting the benefit payable prior to Normal Retirement Age into the same form of Annuity Benefit payable at Normal Retirement Age and comparing the amount of such annuity payments.

4. Accrual Limitations Based Upon Age not Permitted - The Plan does not limit accruals based upon age.

PART IV - SECTION 415 LIMITATIONS

1. Limitation on Benefits

Section 1. This Section, except for Section 1.3, applies regardless of whether any Participant is or has ever been a Participant in another Qualified Plan maintained by the adopting Employer. If any Participant is or has ever been a Participant in another Qualified Plan maintained by the Employer, or a Welfare Benefit Fund, as defined in Section 419(e) of the Internal Revenue Code, maintained by the Employer, or an individual medical account, as defined in Section 415(1)(2) of the Internal Revenue Code, maintained by the Employer, or a simplified Employee pension, as defined in Section 408(k) of the Internal Revenue Code, maintained by the Employer, that provides an annual addition, Section 2 is also applicable to that Participant's benefits.

1. Effective Date B This Section shall be effective for limitation years ending after December 31, 2001.

2. Effect on Participants B Benefit increases resulting from the increase in the limitations of Section 415(b) of the Code will be provided to all current and former Participants (with benefits limited by Section 415(b)) who have an accrued benefit under the Plan immediately prior to the effective date (other than an accrued benefit resulting from a benefit increase solely as a result of the increases in limitations under Section 415(b)).

Section 1.1 The annual benefit otherwise payable to a Participant at any time will not exceed the maximum permissible amount. If the benefit the Participant would otherwise accrue in a Plan Year would produce an annual benefit in excess of the maximum permissible amount, the rate of accrual will be reduced so that the annual benefit will equal the maximum permissible amount.

Section 1.2 If a Participant has made nondeductible Employee contributions under the terms of this Plan, the amount of such contributions is treated as an annual addition to a Qualified Defined Contribution Plan, for purposes of Sections 1.1 and 2.2 of this Article.

Section 1.3 The limitation in Section 1.1 is deemed satisfied if the annual benefit payable to a Participant is not more than $1,000 multiplied by the Participant's number of years of service or parts thereof (not to exceed 10) with the Employer, and the Employer has not at any time maintained a Defined Contribution Plan, a Welfare Benefit Plan, or an individual medical account in which such Participant participated.

Section 2. This Section applies if any Participant is covered, or has ever been covered, by another Plan maintained by the Employer, including a Qualified Plan, a Welfare Benefit Fund, or an individual medical account, or a simplified Employee pension that provides an annual addition as described in Section 4.1.

Section 2.1 If a Participant is, or has ever been, covered under more than one Defined Benefit Plan maintained by the Employer, the sum of the Participant's annual benefits from all such Plans may not exceed the maximum permissible amount.

Section 2.2 If the Employer maintains, or at any time maintained, one or more Qualified Defined Contribution Plans covering any Participant in this Plan, a Welfare Benefit Fund, an individual medical account or a simplified Employee pension, the sum of the Participant's defined contribution fraction and defined benefit fraction will not exceed 1.0 in any Plan Year, and the annual benefit otherwise payable to the Participant under the other Plans will be reduced.

Section 3. In the case of an individual who was a Participant in one or more Defined Benefit Plans of the Employer as of the first day of the first Plan Year beginning after December 31, 1986, the application of the limitations of this Article shall not cause the maximum permissible amount for such individual under all such Defined Benefit Plans to be less than the individual's current accrued benefit. The preceding sentence applies only if such Defined Benefit Plans met the requirements of Section 415 of the Internal Revenue Code, for all Plan Years beginning before January 1, 1987.

Section 4. Definitions

Section 4.1 Annual Benefit: A Retirement Benefit under the Plan which is payable annually in the form of a Straight Life Annuity. Except as provided below, a benefit payable in a form other than a Straight Life Annuity must be adjusted to an actuarial equivalent Straight Life Annuity before applying the limitations of this article. The interest rate assumption used to determine actuarial equivalence will be the greater of the interest rate specified in Article I, Section 34 of this Plan or five (5%) percent. The Annual Benefit does not include any benefits attributable to Employee contributions or rollover contributions, or the assets transferred from a Qualified Plan that was not maintained by the Employer. No actuarial adjustment to the benefit is required for (a) the value of a Qualified Joint and Survivor Annuity, (b) the value of benefits that are not directly related to Retirement Benefits (such as the Qualified Disability Benefit, Pre-Retirement Death Benefits, and Post-Retirement Medical Benefits), and (c) the value of post-retirement cost of living increases made in accordance with Section 415(d) of the Internal Revenue Code and Section 1.415-3(c)(2)(iii) of the Income Tax Regulations.

Section 4.2 Current accrued benefit: A Participant's accrued benefit under the Plan, determined as if the Participant had separated from service as of the close of the last Plan Year beginning before January 1, 1987, when expressed as an annual benefit within the meaning of 415(b)(2) of the Internal Revenue Code. In determining the amount of a Participant's current accrued benefit, the following shall be disregarded:

(i) Any change in the terms and conditions of the Plan after May 5, 1986; and

(ii) Any cost of living adjustments occurring after May 5, 1986.

Section 4.3 Defined benefit dollar limitation is One Hundred Sixty Thousand Dollars ($160,000), as adjusted, effective January 1 of each year, under Section 415(d) of the Internal Revenue Code in such manner as the Secretary shall prescribe, and payable in the form of a straight life annuity. A limitation as adjusted under Section 415(d) will apply to Limitation Years ending with or within the calendar year for which the adjustment applies.

Section 4.4 Defined benefit fraction: A fraction, the numerator of which is the sum of the Participant's projected Annual Benefits under all the Defined Benefit Plans (whether or not terminated) maintained by the Employer, and the denominator of which is the lesser of 125 percent of the dollar limitation determined for the limitation year under Sections 415(b) and (d) of the Internal Revenue Code and in accordance with Section 5.11(b) below or 140 percent of the highest average compensation, including any adjustments under Section 415(b) of the Internal Revenue Code.

Notwithstanding the above, if the Participant was a Participant as of the first day of the first limitation year beginning after December 31, 1986, in one or more Defined Benefit Plans maintained by the Employer which were in existence on May 6, 1986, the denominator of this fraction will not be less than 125 percent of the sum of the annual benefits under such Plans which the Participant had accrued as of the close of the last limitation year beginning before January 1, 1987, disregarding any changes in the terms and conditions of the Plans after May 5, 1986. The preceding sentence applies only if the Defined Benefit Plans individually and in the aggregate satisfied the requirements of Section 415 for all limitation years beginning before January 1, 1987.

Section 4.5 Employer: For purposes of this Article, Employer shall mean the Employer that adopts this Plan, and all members of a controlled group of corporations (as defined in Section 414(b) of the Internal Revenue Code, as modified by Section 415(h)), all commonly controlled trades or businesses (as defined in Section 414(c) as modified by Section 415(h)), or affiliated service groups (as defined in Section 414(m)) of which the adopting Employer is a part, and any other entity required to be aggregated with the Employer pursuant to Section 414(o) of the Internal Revenue Code.

Section 4.6 Highest average compensation: The average compensation for the three consecutive years of service with the Employer that produces the highest average.

Section 4.7 Maximum permissible amount: The Defined Benefit Dollar Limitation (adjusted where required, as provided in (a) and, if applicable, in (b) or (c) below.

(a) If the Participant has fewer than ten (10) years of participation in the Plan, the Defined Benefit Dollar Limitation shall be multiplied by a fraction, (i) the numerator of which is the number of years (or part thereof) of participation in the Plan and (ii) the denominator of which is (10).

(b) If the benefit of a Participant begins prior to age sixty-two (62), the Defined Benefit Dollar Limitation applicable to the Participant at such earlier age in an annual benefit payable in the form of a straight life annuity beginning at the earlier age that is the actuarial equivalent of the Defined Benefit Dollar Limitation applicable to the Participant at age sixty-two (62), (adjusted under (a) above, as required). The Defined Benefit Dollar Limitation applicable at an age prior to age sixty-two (62) is determined as the lesser of (i) the actuarial equivalent (at such age) of the Defined Benefit Dollar Limitation computed using the interest rate and mortality table (or other tabular factor) specified in Article I of the Plan and (ii) the actuarial equivalent (at such age) of the Defined Benefit Dollar Limitation computed using a five percent (5%) interest rate and the applicable mortality table as defined in Article I of the Plan.

(c) If the benefit of a Participant commences after the Participant attains age sixty-five (65), the Defined Benefit Dollar Limitation applicable to the Participant at the later age is the annual benefit payable in the form of a straight life annuity beginning at the later age that is actuarially equivalent to the Defined Benefit Dollar Limitation applicable to the Participant at age 65 (adjusted under (a) above if required). The actuarial equivalent of the Defined Benefit Dollar limitation applicable at an age after age 65 is determined as (i) the lesser of the actuarial equivalent (at such age) of the Defined Benefit Dollar limitation computed using the interest rate and mortality table (or other tabular factor) specified in Article I of the Plan and (ii) the actuarial equivalent (at such age) of the Defined Benefit Dollar Limitation computed using a five percent (5%) interest rate assumption and the applicable mortality table as defined in Article I of the Plan. For these purposes, mortality between age 65 and the age at which benefits commence shall be ignored.

Section 4.8 Projected annual benefit: The annual benefit as defined in Section 4.1 of this Article, to which the Participant would be entitled under the terms of the Plan assuming:

(a) The Participant will continue employment until Normal Retirement Age under the Plan (or current age, if later); and

(b) The Participant's compensation for the current Plan Year and all other relevant factors used to determine benefits under the Plan will remain constant for all future Plan Years.

Section 4.9 Year of participation: The Participant shall be credited with a year of participation (computed to fractional parts of a year) for each accrual computation period for which the following conditions are met:(1) The Participant is credited with at least the number of hours of service (or period of service if the elapsed time method is used) for benefit accrual purposes, required under the terms of the Plan in order to accrue a benefit for the accrual computation period, and (2) the Participant is included as a Participant under the eligibility provisions of the Plan for at least one day of the accrual computation period. If these two conditions are met, the portion of a year of participation credited to the

Participant shall equal the amount of benefit accrual service credited to the Participant for such accrual computation period. A Participant who is permanently and totally disabled within the meaning of Section 415(c)(3)(C)(i) of the Internal Revenue Code for an accrual computation period shall receive a year of participation with respect to that period. In addition, for a Participant to receive a year of participation (or part thereof) for an accrual computation period, the Plan must be established no later that the last day of such accrual computation period. In no event will more than one year of participation be credited for any twelve (12) month period.

PART V - DISTRIBUTION PROVISIONS

1. The normal form of benefit shall be as selected in Article III, Section 1 of the Plan. The normal form of benefit will not be expressed in the form of a Joint and Survivor Annuity.

2. **Definite Benefit.** Except to the extent a Participant's benefits are suspended in accordance with the Suspension of Benefits Rules of the Plan, the amount of any form of benefit under the terms of this Plan will be the actuarial equivalent of the Participant's accrued benefit in the normal form commencing at Normal Retirement Age.

For Plan Years beginning on or before December 31, 1999, the following interest rate assumption will apply in determining Aactuarial equivalence@:

Actuarial equivalence will be determined on the basis of the interest rate and mortality table specified in the Plan.

Notwithstanding the preceding paragraph, for purposes of determining the amount of a distribution in a form other than a nondecreasing annuity payable for a period of not less than the life of the Participant (or, in the case of a qualified Pre-Retirement Survivor Annuity, the life of the Surviving Spouse), actuarial equivalence will be determined on the basis of the mortality table specified in the Plan, and the Section 417 interest rate(s), if it produces a benefit greater than that determined under the preceding paragraph.

The Section 417 interest rate(s) are:

(i) The applicable interest rate if the present value of the benefit (using such rate(s)) is not in excess of $25,000; or

(ii) 120 percent of the applicable interest rate if the present value of the benefit exceeds $25,000 (as determined under clause (i) above). In no event shall the present value determined under this clause (ii) be less than $25,000.

The applicable interest rate is the interest rate(s) which would be used (as of the first day of the Plan Year which contains the annuity starting date) by the Pension Benefit Guaranty Corporation for a Trusteed Multi-Employer Plan to value a benefit upon termination of an insufficient Trusteed Multi-Employer Plan.

The Section 417 interest rate limitations shall apply to distributions in Plan Years beginning after December 31, 1984. Notwithstanding the foregoing, the Section 417 interest rate limitations shall not apply to any distributions commencing in Plan Years beginning before January 1, 1987, if such distributions were determined in accordance with the interest rate(s) as required by Income Tax Regulations Section 1.417(e)-1T(e) (including the PBGC immediate interest rate).

The Section 417 interest rate limitations shall not apply to annuity contracts distributed to or owned by a Participant prior to September 17, 1985, unless additional contributions are made under the Plan by the Employer with respect to such contracts. In addition, the Section 417 interest rate limitations shall not apply to annuity contracts owed by the Employer or distributed to or owned by a Participant prior to the first Plan Year after December 31, 1988, if the annuity contracts satisfied the requirements in Sections 1.401(a)-11T and 1.417(e)-1T of the Income Tax Regulations. The preceding sentence shall not apply if additional contributions are made under the Plan by the Employer with respect to such contracts on or after the beginning of the first Plan Year beginning after December 31, 1988.

For Plan Years beginning after December 31, 1999, the following interest and mortality assumptions will apply:

Except to the extent a Participant'=s benefit s are suspended in accordance with the Plan'=s Suspension of Benefit Rules, the amount of any form of benefit in the normal form of benefit under the terms of the Plan will be the actuarial equivalent of the Participant'=s accrued benefit in the normal form commencing at Normal Retirement Age.

Except as provided in the following paragraph, actuarial equivalence will be determined on the basis of the following interest rate and mortality table specified in this section: The greater of (a) 6.5% and 83 GAM, or (b) 5% and the Applicable Mortality Table.

Notwithstanding the preceding paragraph, for purposes of determining the amount of a distribution in a form other than an annual benefit that is non-decreasing for the life of the Participant=s Spouse; or that decreases during the life of the Participant merely because of the death of the surviving annuitant (but only if the reduction is to a level not below 50% of the annual benefit payable before the death of the surviving annuitant) or merely because of the cessation or reduction of Social Security supplements of qualified disability payments, actuarial equivalence will be determined on the basis of the Applicable Mortality Table and Applicable Interest Rate under IRC Section 417(e), if it produces a benefit greater than that determined under the preceding paragraph.

The applicable Interest Rate is the rate of interest on 30-year Treasury Securities as specified by the Commissioner for the look-back month for the stability period. The look-back month applicable to the stability period is the first calendar month preceding the first day of the stability period. The stability period is the successive period of one Plan Year that contains the annuity starting date for the distribution and for which the Applicable Interest Rate remains constant.

A Plan amendment that changes the date for determining the Applicable Interest Rate (including an indirect change as a result in a change in Plan Year), shall not be given effect with respect to any distribution during the period commencing one year after the later of the amendment=s effective date of adopting date, if, such period and as a result of such amendment the Participant=s distribution would be reduced.

The IRC Section 417 applicable Mortality Table is set forth in Rev.Rul. 95-6; 1994-1 C.B.80.

If, as a result of actuarial increase to the benefit of a Participant who delays commencement of benefits beyond Normal Retirement Age the accrued benefit of such Participant would exceed the Code Section 415 limitations under Article XIII of the Plan for such year, immediately before the actuarial increase to the Participant's benefit that would cause such Participant's benefit to exceed the limitations in Section 415 of the Code, payment of benefits to such Participant will be suspended in accordance with Article XIII of the Plan, if applicable; otherwise, distribution of the Participant's benefit will commence.

3. **Plan Repayment Provisions.** If an Employee receives a distribution pursuant to this Section and the Employee resumes covered employment under the Plan, he or she shall have the right to restore his or her Employer provided accrued benefit (including all optional forms of benefits and subsidies relating to such benefits) to the extent forfeited upon the repayment to the Plan of the full amount of the distribution plus interest, compounded annually from the date of distribution at the rate determined for purposes of Section 411(c)(2)(C) of the Internal Revenue Code. Such repayment must be made before the earlier of five years after the first date on which the Participant is subsequently reemployed by the Employer, or the date the Participant incurs five (5) consecutive one (1) year breaks-in-service following the date of distribution.

If an Employee is deemed to receive a distribution and the Employee resumes employment covered under this Plan before the date the Participant incurs five (5) consecutive one (1) year breaks-in-service, upon the reemployment of such Employee, the Employer provided accrued benefit will be restored to the amount of such accrued benefit on the date of the deemed distribution.

4. **Joint and Survivor Annuity and Pre-Retirement Survivor Annuity Requirements**

Section 1. These provisions shall apply to any Participant who is credited with at least one (1) hour of service with the Employer on or after August 23, 1984, and such other Participants as provided in Section 6.

Section 2. Qualified Joint and Survivor Annuity. Unless an optional form of benefit is selected pursuant to a qualified election within the ~~ninety~~-one-hundred eighty (~~90~~180) day period ending on the annuity starting date, a married Participant's vested accrued benefit will be paid in the form of a Qualified Joint and Survivor Annuity and an unmarried Participant's vested accrued benefit will be paid in the normal form of an immediate Life Annuity. The Participant may elect to have such annuity distributed upon attainment of the earliest retirement age under the Plan.

Section 3. Qualified Pre-Retirement Survivor Annuity

Section 3.1 Unless an optional form of benefit has been selected within the election period pursuant to a qualified election, if a Participant dies after the earliest retirement age the Participant's Surviving Spouse, if any, will receive the same benefit that would be payable if the Participant had retired with an immediate Qualified Joint and Survivor Annuity on the day before the Participant's date of death.

The Surviving Spouse may elect to commence payment under such annuity within a reasonable period after the Participant's death. The actuarial value of benefits which commence later than the date on which payments would have been made to the Surviving Spouse under a Qualified Joint and Survivor Annuity in accordance with the provision shall be adjusted to reflect the delayed payment.

Section 3.2 Unless an optional form of benefit is selected within the election period pursuant to a qualified election, if a Participant dies on or before the earliest retirement age, the Participant's Surviving Spouse (if any) will receive the same benefit that would be payable if the Participant had:

(i) Separated from service on the date of death (or date of separation from service, if earlier),

(ii) Survived to the Earliest Retirement Age,

(iii) Retired with an immediate Qualified Joint and Survivor Annuity at the Earliest Retirement Age, and

(iv) Died on the day after the Earliest Retirement Age.

Section 3.3 For purposes of Section 3.2, and subject to the provisions of Article IV, Section 1 of the Plan, a Surviving Spouse will begin to receive payments at the Earliest Retirement Age. Benefits commencing after the Earliest Retirement Age will be the actuarial equivalent of the benefit to which the Surviving Spouse would have been entitled if benefits had commenced at the earliest retirement age under an immediate Qualified Joint and Survivor Annuity in accordance with Section 3.2.

Section 4.1 Election period - The period which begins on the first day of the Plan Year in which the Participant attains age thirty-five (35) and ends on the date of the Participant's death. If a Participant separates from service prior to the first day of the Plan Year in which age thirty-five (35) is attained, with respect to benefits accrued prior to separation, the election period shall begin on the date of separation.

Pre-age 35 waiver: A Participant who will not yet attain age thirty-five (35) as of any end of the current Plan Year may make a special qualified election to waive the

Qualified Pre-Retirement Survivor Annuity for the period beginning on the date of such election and ending on the first day of the Plan Year in which the Participant will attain age thirty-five (35). Such election will not be valid unless the Participant receives a written explanation of the Qualified Pre-Retirement Survivor Annuity in such terms as are comparable to the explanation required under Section 5.1. Qualified Pre-Retirement Survivor Annuity coverage will be automatically reinstated as of the first day of the Plan Year in which the Participant attains age thirty-five (35). Any new waiver on or after such date shall be subject to the full requirements of this Article.

Section 4.2 Earliest Retirement Age: The earliest date on which, under the Plan, the Participant could elect to receive Retirement Benefits.

Section 4.3 Qualified election: A waiver of a Qualified Joint and Survivor Annuity or a Qualified Pre-Retirement Survivor Annuity. Any waiver of a Qualified Joint and Survivor Annuity or a Qualified Pre-Retirement Survivor Annuity shall not be effective unless: (a) the Participant's Spouse consents, in writing, to the election; (b) the election designates a specific alternate Beneficiary, including any class of Beneficiaries or any contingent Beneficiaries, which may not be changed without spousal consent (or the Spouse expressly permits designations by the Participant without any further spousal consent); (c) the Spouse's consent acknowledges the effect of the election; and (d) the Spouse's consent is witnessed by a Plan representative or Notary Public. Additionally, a Participant's waiver of the Qualified Joint and Survivor Annuity will not be effective unless the election designates a form of benefit payment which may not be changed without spousal consent (or the Spouse expressly permits designations by the Participant without any further spousal consent). If it is established to the satisfaction of a Plan representative that such written consent may not be obtained because there is no Spouse or the Spouse cannot be located, a waiver will be deemed a qualified election.

Any consent by a Spouse obtained under this provision (or establishment that the consent of a Spouse may not be obtained) shall be effective only with respect to such Spouse. A consent that permits designations by the Participant without any requirement of further consent by such Spouse must acknowledge that the Spouse has the right to limit consent to a specific Beneficiary, and a specific form of benefit where applicable, and that the Spouse voluntarily elects to relinquish either or both of such rights. A revocation of a prior waiver may be made by a Participant without the consent of the Spouse at any time prior to the commencement of benefits. The number of revocations shall not be limited. No consent obtained under this provision shall be valid unless the Participant has received notice as provided in Section 5 below.

Section 4.4 Qualified Joint and Survivor Annuity: An immediate annuity for the life of the Participant with a Survivor Annuity for the life of the Spouse which is not less than 50 percent and not more than 100 percent of the amount of the annuity which is payable during the joint lives of the Participant and the Spouse and which is the actuarial equivalent of the normal form of benefit, or, if greater, any optional form of benefit. The percentage of the Qualified Joint and Survivor Annuity under the Plan shall be 100%.

Section 4.5 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 and a current Spouse will not be treated as the Spouse or Surviving Spouse to the extent provided under a Qualified Domestic Relations Order, as described in Section 414(p) of the Internal Revenue Code.

Section 4.6 Annuity starting date: The first day of the first period for which an amount is paid as an annuity or any other form.

The annuity starting date for Disability Benefits shall be the date such benefits commence if the Disability Benefit is not an auxiliary benefit. An auxiliary benefit is a Disability Benefit which does not reduce the benefit payable at Normal Retirement Age.

If benefit payments in any form are suspended pursuant to Article IV, Section 4 of the Plan for an Employee who continues in service without a separation and who does not receive a benefit payment, the recommencement of benefit payments shall be treated as a new annuity starting date.

Section 4.7 Vested accrued benefit: The value of the Participant's vested accrued benefit derived from Employer contributions. The provisions of this Article shall apply to a Participant who is vested in amounts attributable to Employer contributions at the time of death or distribution.

Section 5. Notice Requirements

Section 5.1 In the case of a qualified Joint and Survivor Annuity, the Plan Administrator shall provide each Participant no less than thirty (30) days and no more than ~~ninety-~~one-hundred eighty (~~90~~180) days prior to the annuity starting date a written explanation of: (i) the terms and conditions of a Qualified Joint and Survivor Annuity; (ii) the Participant's right to make and the effect of an election to waive the Qualified Joint and Survivor Annuity form of benefit; (iii) the rights of a Participant's Spouse; (iv) the right to make, and the effect of, a revocation of a previous election to waive the Qualified Joint and Survivor Annuity; and (v) the relative values of the various optional forms of benefit under the Plan.

Section 5.2 In the case of a Qualified Pre-retirement Survivor Annuity, the Plan Administrator shall provide each Participant within the applicable period for such Participant, a written explanation of the Qualified Pre-Retirement Survivor Annuity in such terms and in such a manner as would be comparable to the explanation provided for meeting the requirements of Section 5.1 applicable to a Qualified Joint and Survivor Annuity.

The applicable period for a Participant is whichever of the following periods ends last: (i) the period beginning with the first day of the Plan Year in which the Participant attains age thirty-two (32) and ending with the close of the Plan Year preceding the Plan Year in which the Participant attains age thirty-five (35); (ii) a reasonable period ending after the individual becomes a Participant; (iii) a reasonable period ending after Section 5.3 ceases to apply to the Participant; (iv) a reasonable period ending after this Article first applies to the Participant. Notwithstanding the foregoing, notice must be provided within a reasonable period ending after separation of service in case of a Participant who separates from service before attaining age thirty-five (35).

For purposes of the preceding paragraph, a reasonable period ending after the enumerated events described in (ii), (iii) and (iv) is the end of the two year period beginning one year prior to the date the applicable event occurs and ending one year after that date. In the case of a Participant who separates from service before the Plan Year in which age 35 is attained, notice shall be provided within the two-year period beginning one year prior to separation and ending one year after separation. If such a Participant thereafter returns to employment with the Employer, the applicable period for such Participant shall be re-determined.

Section 6. Transitional Rules

Section 6.1 Any living Participant not receiving benefits on August 23, 1984, who would otherwise not receive the benefits prescribed by the previous sections of this Article must be given the opportunity to elect to have the prior sections of this Article apply if such Participant is credited with at least one (1) hour of service under this Plan or a predecessor Plan in a Plan Year beginning on or after January 1, 1976, and such Participant had at least ten (10) years of vesting service when he or she separated from service.

Section 6.2 Any living Participant not receiving benefits on August 23, 1984, who was credited with at least one (1) hour of service under this Plan or a predecessor Plan on or after September 2, 1974, and who is not otherwise credited with any service in a Plan Year beginning on or after January 1, 1976, must be given the opportunity to have his or her benefits paid in accordance with Section 6.4 of this Article.

Section 6.3 The respective opportunities to elect (as described in Sections 6.1 and 6.2 above) must be afforded to the appropriate Participants during the period commencing on August 23, 1984, and ending on the date benefits would otherwise commence to said Participants.

Section 6.4 Any Participant who has elected pursuant to Section 6.2 of this Article and any Participant who does not elect under Section 6.1 or who meets the requirements of Section 6.1 except that such Participant does not have at least ten (10) years of vesting service when he or she separates from service, shall have his or her benefits distributed in accordance with all of the following requirements if benefits would have been payable in the form of a Life Annuity:

(a) Automatic Joint and Survivor Annuity. If benefits in the form of a Life Annuity become payable to a married Participant who:

(1) Begins to receive payments under the Plan on or after Normal Retirement Age; or

(2) Dies on or after Normal Retirement Age while still working for the Employer; or

(3) Begins to receive payments on or after the Qualified Early Retirement Age; or

(4) Separates from service on or after attaining Normal Retirement Age (or the Qualified Early Retirement Age) and after satisfying the eligibility requirements for the payment of benefits under the Plan and thereafter dies before beginning to receive such benefits; then such benefits will be received under this Plan in the form of a Qualified Joint and Survivor Annuity, unless the Participant has elected otherwise during the election period. The election period must begin at least six (6) months before the Participant attains Qualified Early Retirement Age and end not more than ~~ninety~~ one-hundred eighty (~~90~~180) days before the commencement of benefits. Any election hereunder will be in writing and may be changed by the Participant at any time.

(b) Election of Early Survivor Annuity. A Participant who is employed after attaining the Qualified Early Retirement Age will be given the opportunity to elect, during the election period, to have a Survivor Annuity payable on death. If the Participant elects the Survivor Annuity, payments under such annuity must not be less than the payments which would have been made to the Spouse under the Qualified Joint and Survivor Annuity if the Participant had retired on the day before his or her death. Any election under this provision will be in writing and may be changed by the Participant at any time. The election period begins on the later of (1) the ~~ninetieth~~ one-hundred eightieth (180~~90~~th) day before the Participant attains the Qualified Early Retirement Age, or (2) the date on which Participation begins, and ends on the date the Participant terminates employment.

(c) For purposes of this Section 6.4:

(1) Qualified Early Retirement Age is the latest of:

(i) The earliest date, under the Plan, on which the Participant may elect to receive Retirement Benefits,

(ii) The first day of the 120th month beginning before the Participant reaches Normal Retirement Age, or

(iii) The date the Participant begins participation.

(2) Qualified Joint and Survivor Annuity is an annuity for the life of the Participant with a Survivor Annuity for the life of the Spouse, as described in Section 4.4 of this Article.

7. **Timing and Modes of Distribution**
DISTRIBUTION REQUIREMENTS

Section 1. General Rules

Section 1.1 Subject to Article V, Joint and Survivor Annuity Requirements, the requirements of this Article shall apply to any distribution of a Participant's interest and will take precedence over any inconsistent provisions of this Plan. Unless otherwise specified, the provisions of this Section apply to calendar years beginning after December 31, 1984.

Section 1.2 All distributions required under this Article shall be determined and made in accordance with the Proposed Income Tax Regulations under Section 401(a)(9) of the Code, including the minimum distribution incidental benefit requirement of Section 1.401(a)(9)-2 of the Proposed Income Tax Regulations.

Section 2. Required beginning date. The entire interest of a Participant must be distributed or begin to be distributed no later than the Participant's required beginning date.

Section 3. Limits on distribution periods. As of the first distribution calendar year, distributions, if not made in a single sum, may only be made over one of the following periods (or a combination thereof):

(a) The life of the Participant,

(b) The life of the Participant and a designated Beneficiary,

(c) A period certain not extending beyond the life expectancy of the Participant, or

(d) A period certain not extending beyond the joint and last survivor expectancy of the Participant and a designated Beneficiary.

Section 4. Determination of amount to be distributed each year.

(a) If the Participant's interest is to be paid in the form of annuity distributions under the Plan, payments under the annuity shall satisfy the following requirements;

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

(2) The distribution period must be over a life (or lives) or over a period certain

not longer than a life expectancy (or joint life and last survivor expectancy) described in Section 401(a)(9)(A)(ii) or Section 401(a)(9)(B)(iii) of the Code, whichever is applicable;

(3) The life expectancy (or joint life and last survivor expectancy) for purposes of determining the period certain shall be determined without recalculation of life expectancy;

(4) Once payments have begun over a period certain, the period certain may not be lengthened even if the period certain is shorter than the maximum permitted;

(5) Payments must either be non-increasing or increase only as follows:

(i) with any percentage increase in a specified and generally recognized cost of living index;

(ii) to the extent of the reduction to the amount of the Participant's payments to provide for a survivor benefit upon death, but only if the Beneficiary whose life was being used to determine the distribution period described in Section 3 above dies and the payments continue otherwise in accordance with that Section over the life of the Participant;

(iii) because of an increase in benefits under the Plan.

(6) If the annuity is a Life Annuity (or a Life Annuity with a period certain not exceeding twenty (20) years), the amount which must be distributed on or before the Participant's required beginning date (or, in the case of distributions after the death of the Participant, the date distributions are required to begin pursuant to Section 5 below) shall be the payment which is required for one payment interval. The second payment need not be made until the end of the next payment interval even if that payment interval ends in the next calendar year. Payment intervals are the periods for which payments are received (e.g., bi-monthly, monthly, semi-annually, or annually).

If the annuity is a period certain annuity without a life contingency (or is a Life Annuity with a period certain exceeding twenty (20) years) periodic payments for each distribution calendar year shall be combined and treated as an annual amount. The amount which must be distributed by the Participant's required beginning date (or, in the case of distributions after the death of the Participant, the date distributions are required to begin pursuant to Section 5 above) is the annual amount for the first distribution calendar year. The annual amount for other distribution calendar years, including the annual amount for the calendar year in which the

Participant's required beginning date (or the date distributions are required to begin pursuant to Section 5 below) occurs, must be distributed on or before December 31 of the calendar year for which the distribution is required.

(b) Annuities purchased after December 31, 1988, are subject to the following additional conditions:

(1) Unless the Participant's Spouse is the designated Beneficiary, if the Participant's interest is being distributed in the form of a period certain annuity without a life contingency, the period certain as of the beginning of the first distribution calendar year may not exceed the applicable period determined using the table set forth in Q&A A-5 of Section 1.401(a)(9)-2 of the Proposed Income Tax Regulations.

(2) 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 A-6 of Section 1.401(a)(9)-2 of the Proposed Income Tax Regulations.

(c) Transitional rule. If payments under an annuity which complies with Section(a) above begin prior to January 1, 1989, the minimum distribution requirements in effect as of July 27, 1987, shall apply to distributions from this Plan, regardless of whether the annuity form of payment is irrevocable. This transitional rule also applies to deferred annuity contracts distributed to or owned by the Employee prior to January 1, 1989, unless additional contributions are made under the Plan by the Employer with respect to such contract.

(d) If the form of distribution is an annuity made in accordance with this Section 4, any additional benefits accruing to the Participant after his or her required beginning date shall be distributed as a separate and identifiable component of the annuity beginning with the first payment interval ending in the calendar year immediately following the calendar year in which such amount accrues.

(e) Any part of the Participant's interest which is in the form of an individual account shall be distributed in a manner satisfying the requirements of Section 401(a)(9) of the Internal Revenue Code and the proposed regulations thereunder.

Section 5. Death Distribution Provisions

Section 5.1 Distribution beginning before death. If the Participant dies after distribution of his or her interest has begun, the remaining portion of such interest will continue to be distributed at least as rapidly as under the method of distribution being used prior to the Participant's death.

Section 5.2 Distribution beginning after death. If the Participant dies before distribution of his or her interest begins, distribution of the Participant's entire interest shall be completed by December 31 of the calendar year containing the fifth (5th) anniversary of the Participant's death except to the extent that an election is made to receive distributions in accordance with (a) or (b) below:

(a) If any portion of the Participant's interest is payable to a designated Beneficiary, distributions may be made over the life or over a period certain not greater than the life expectancy of the designated Beneficiary commencing on or before December 31, of the calendar year immediately following the calendar year in which the Participant died;

(b) If the designated Beneficiary is the Participant's Surviving Spouse, the date distributions are required to begin in accordance with (a) above shall not be earlier than the later of (1) December 31, of the calendar year immediately following the calendar year in which the Participant died and (2) December 31, of the calendar year in which the Participant would have attained age seventy and one-half (70 1/2).

If the Participant has not made an election pursuant to this Section 5.2 by the time of his or her death, the Participant's designated Beneficiary must elect the method of distribution no later than the earlier of (1) December 31, of the calendar year in which distributions would be required to begin under this section, or (2) December 31, of the calendar year which contains the fifth (5th) anniversary of the date of death of the Participant. If the Participant has no designated Beneficiary, or if the designated Beneficiary does not elect a method of distribution, distribution of the Participant's entire interest must be completed by December 31, of the calendar year containing the fifth (5th) anniversary of the Participant's death.

Section 5.3 For purposes of Section 5.2 above, if the Surviving Spouse dies after the Participant, but before payments to such Spouse begin, the provisions of Section 5.2, with the exception of paragraph (b) therein, shall be applied as if the Surviving Spouse were the Participant.

Section 5.4 For purposes of this Section 5, any amount paid to a child of the Participant will be treated as if it had been paid to the Surviving Spouse if the amount becomes payable to the Surviving Spouse when the child reaches the age of majority.

Section 5.5 For the purposes of this Section 5, distribution of a Participant's interest is considered to begin on the Participant's required beginning date (or, if Section 5.3 above is applicable, the date distribution is required to begin to the Surviving Spouse pursuant to Section 5.2 above). If distribution in the form of an annuity described in Section 4.2(a) above irrevocably commences to the Participant before the required beginning date, the date distribution is considered to begin is the date distribution actually commences.

Section 6. Definitions

Section 6.1 Designated Beneficiary. The individual who is designated as the Beneficiary under the Plan in accordance with Section 401(a)(9) of the Internal Revenue Code and the proposed regulations thereunder.

Section 6.2 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 Section 5 above.

Section 6.3 Life expectancy. The life expectancy (or joint and last survivor expectancy) calculated using the attained age of the Participant (or designated Beneficiary) as of the Participant's (or designated Beneficiary's) birthday in the applicable calendar year. The applicable calendar year shall be the first distribution calendar year. If annuity payments commence before the required beginning date, the applicable calendar year is the year such payments commence. Life expectancy and joint and last survivor expectancy are computed by use of the expected return multiples in Tables V and VI of Section 1.72-9 of the Income Tax Regulations.

Section 6.4 Required beginning date

(a) General rule. The required beginning date of a Participant is the first day of April of the calendar year following the calendar year in which the Participant attains age seventy and one-half (70 1/2).

(b) Transitional rule. The required beginning date of a Participant who attains age seventy and one-half (70 1/2) before January 1, 1988, shall be determined in accordance with (1) or (2) below:

(1) Non-5-percent owners. The required beginning date of a Participant who is not a "five (5%) percent owner" (as defined in (c) below) is the first day of April of the calendar year following the calendar year in which the later of retirement or attainment of age seventy and one-half (70 1/2) occurs.

(2) Five (5%) percent owners. The required beginning date of a Participant who is a five (5%) percent owner during any year beginning after December 31, 1979, is the first day of April following the later of:

(i) The calendar year in which the Participant attains age seventy and one-half (70 1/2), or

(ii) The earlier of the calendar year with or within which ends the Plan

Year in which the Participant becomes a five (5%) percent owner, or the calendar year in which the Participant retires.

The required beginning date of a Participant who is not a five (5%) percent owner who attains age seventy and one-half (70 1/2) during 1988 and who has not retired as of January 1, 1989, is April 1, 1990.

(c) Five (5%) percent owner. A Participant is treated as a five (5%) percent owner for purposes of this Section if such Participant is a five (5%) percent owner as defined in Section 416(i) of the Internal Revenue Code (determined in accordance with Section 416 but without regard to whether the Plan is top-heavy) at any time during the Plan Year ending with or within the calendar year in which such owner attains age sixty-six and one-half (66 1/2) or any subsequent Plan Year.

(d) Once distributions have begun to a five (5%) percent owner under this Section, they must continue to be distributed, even if the Participant ceases to be a five (5%) percent owner in a subsequent year.

Section 7. Transitional Rule

Section 7.1 Notwithstanding the other requirements of this Article and subject to the Joint and Survivor Annuity Requirements, distribution on behalf of any Employee, including a five (5%) percent owner, may be made in accordance with all of the following requirements (regardless of when such distribution commences):

(a) The distribution by the Plan is one which would not have disqualified such Plan under Section 401(a)(9) of the Internal Revenue Code as in effect prior to amendment by the Deficit Reduction Act of 1984.

(b) The distribution is in accordance with a method of distribution designated by the Employee whose interest in the Plan is being distributed or, if the Employee is deceased, by a Beneficiary of such Employee.

(c) Such designation was in writing, was signed by the Employee or the Beneficiary, and was made before January 1, 1984.

(d) The Employee had accrued a benefit under the Plan as of December 31, 1983.

(e) The method of distribution designated by the Employee or the Beneficiary specifies the time at which distribution will commence, the period over which distributions will be made, and in the case of any distribution upon the Employee's death, the Beneficiaries of the Employee listed in order of priority.

Section 7.2 A distribution upon death will not be covered by this transitional rule unless the information in the designation contains the required information described above with respect to the distributions to be made upon the death of the Employee.

Section 7.3 For any distribution which commences before January 1, 1984, but continues after December 31, 1983, the Employee, or the Beneficiary, to whom such distribution is being made, will be presumed to have designated the method of distribution under which the distribution is being made if the method of distribution was specified in writing and the distribution satisfies the requirements in Subsections 6.1(a) and (e).

Section 7.4 If a designation is revoked any subsequent distribution must satisfy the requirements of Section 401(a)(9) of the Internal Revenue Code and the proposed regulations thereunder. If a designation is revoked subsequent to the date distributions are required to begin, the Plan must distribute by the end of the calendar year following the calendar year in which the revocation occurs the total amount not yet distributed which would have been required to have been distributed to satisfy Section 401(a)(9) of the Internal Revenue Code and the proposed regulations thereunder, but for the Section 242(b)(2) election. For calendar years beginning after December 31, 1988, such distributions must meet the minimum distribution incidental benefit requirements in Section 1.401(a)(9)-2 of the Proposed Income Tax Regulations. Any changes in the designation will be considered to be a revocation of the designation. However, the mere substitution or addition of another Beneficiary (one not named in the designation) under the designation will not be considered to be a revocation of the designation, so long as such substitution or addition does not alter the period over which distributions are to be made under the designation, directly or indirectly (for example, by altering the relevant measuring life). In the case in which an amount is transferred or rolled over from one Plan to another Plan, the rules in Q&A J-2 and Q&A J-3 of Section 1.401(a)(9)-1 of the Proposed Income Tax Regulations shall apply.

PART VI - VESTING PROVISIONS

1. **Designation of Vesting Computation Period**
For purposes of computing an Employee's nonforfeitable right to the accrued benefit derived from Employer contributions, years of service and breaks-in-service shall be measured by reference to the Plan Year.

2. **Breaks-in-Service and Years of Service Must be Measured on the Same Computation Period**
For purposes of computing an Employee's right to the Employee's accrued benefit; years of service and breaks-in-service shall be measured on the same computation period.

3. **Full Vesting Upon Attainment of Normal Retirement Age**
Notwithstanding the vesting schedule in Article III, Section 3 of the Plan Document, an Employee's right to his or her Normal Retirement Benefit must be nonforfeitable upon the attainment of Normal Retirement Age.

4. **Vesting Break-in-Service - One-Year Holdout**
In the case of any Participant who has incurred a one (1) year break-in-service, years of service before such break will not be taken into account until the Participant has completed a year of service after such break-in-service.

5. **Vesting Break-in-Service - Rule of Parity**

In the case of a Participant who has five (5) or more consecutive one (1) year breaks-in-service, the Participant's pre-break service will count in vesting of the Employer provided accrued benefit only if either:

(i) Such Participant has any nonforfeitable interest in the accrued benefit attributable to Employer contributions at the time of separation from service, or

(ii) Upon returning to service, the number of consecutive one (1) year breaks-in-service is less than the number of years of service.

6. **Amendment of Vesting Schedule**

If the Plan's vesting schedule is amended or the Plan is amended in any way that directly or indirectly affects the computation of a Participant's nonforfeitable percentage, or if the Plan is deemed amended by an automatic change to or from a top-heavy vesting schedule, each Participant with at least three (3) years of service with the Employer may elect within a reasonable period after the adoption of the amendment or change, to have his nonforfeitable percentage computed under the Plan without regard to such amendment or change. For Participants who do not have at least one (1) hour of service in any Plan Year beginning after December 31, 1988, the preceding sentence shall be applied by substituting "five (5) years of service" for "three (3) years of service" where such language appears.

The period during which the election may be made shall commence on or after September 30, 2002.

7. **Amendments Affecting Vested and/or Accrued Benefits**

No amendment to the Plan (including a change in the actuarial basis for determining optional or Early Retirement Benefits) shall be effective to the extent that it has the effect of decreasing a Participant's accrued benefit. Notwithstanding the preceding sentence, a Participant's accrued benefit may be reduced to the extent permitted under Section 412(c)(8) of the Internal Revenue Code. For purposes of this paragraph, a Plan Amendment that has the effect of (1) eliminating or reducing an Early Retirement Benefit or a retirement-type subsidy, or (2) eliminating an optional form of benefit, with respect to benefits attributable to service before the amendment shall be treated as reducing accrued benefits. In the case of a retirement-type subsidy, the preceding sentence shall apply only with respect to a Participant who satisfies (either before or after the amendment) the pre-amendment conditions for the subsidy. In general, a retirement-type subsidy is a subsidy that continues after retirement, but does not include a Qualified Disability Benefit, a Medical Benefit, a Social Security Supplement, or a Death Benefit (including Life Insurance). Furthermore, if the vesting schedule of a Plan is amended, in the case of an Employee who is a Participant as of the later of the date such amendment is adopted or the date it becomes effective, the nonforfeitable percentage (determined as of such date) of such Employee's Employer provided accrued benefit will not be less than the percentage computed under the Plan without regard to such amendment.

8. **Reinstatement of Benefit**
If a benefit is forfeited because the Participant or Beneficiary cannot be found, such benefit will be reinstated if a claim is made by the Participant or Beneficiary.

9. **Adjustment for Benefit Form Other Than Life Annuity at Normal Retirement Age**
If the form of benefit is other than a Straight Life Annuity, the Employee must receive an amount that is the actuarial equivalent of the minimum Straight Life Annuity Benefit. If the benefit commences at a date other than at Normal Retirement Age, the Employee must receive at least an amount that is the actuarial equivalent of the minimum Straight Life Annuity Benefit commencing at Normal Retirement Age.

10. **Nonforfeitability of Minimum Accrued Benefit**
The minimum accrued benefit required (to the extent required to be nonforfeitable under Section 416(b)) of the Internal Revenue Code may not be forfeited under Section 411(a)(3)(B) or 411(a)(3)(D) of the Internal Revenue Code.

<u>PART VII - AMENDMENT AND TERMINATION</u>

1. **Sponsor's Power to Amend**
The sponsoring organization may amend any part of the Plan.

2. **Vesting - Plan Termination**
In the event of the termination or partial termination of this Plan, the rights of all affected Employees to benefits accrued to the date of such termination or partial termination (to the extent funded as of such date) shall be nonforfeitable.

3. **Plan Merger - Maintenance of Benefit**
In the event of a merger or consolidation with, or transfer of assets <u>or liabilities</u> to any other Plan, each Participant will receive a benefit immediately after such merger, etc. (if the Plan then terminated) which is at least equal to the benefit the Participant was entitled to immediately before such merger, etc. (if the Plan had terminated).

<u>PART VIII - MISCELLANEOUS PLAN PROVISIONS</u>

1. **Inalienability of Benefits**
No benefit or interest available hereunder will be subject to assignment or alienation, either voluntarily or involuntarily. The preceding sentence shall also apply to the creation, assignment, or recognition of a right to any benefit payable with respect to a Participant pursuant to a Domestic Relations Order, unless such order is determined to be a Qualified Domestic Relations Order, as defined in Section 414(p) of the Internal Revenue Code, or any Domestic Relations Order entered before January 1, 1985.

2. **Exclusive Benefit**
The corpus or income of the Trust or custodial account may not be diverted to or used for other than the exclusive benefit of the Participants or their Beneficiaries.

ARTICLE XVIII - COMMUNITY RENEWAL TAX RELIEF ACT OF 2000

For limitation years beginning on and after January 1, 2001, for purposes of applying the limitations described in the Plan, compensation paid or made available during such limitation years shall include elective amounts that are not includible in the gross income of the Employees by reason of Section 132(f)(4) of the Internal Revenue Code.

This amendment shall also apply to the definition of compensation of the Plan for Plan Years beginning on and after January 1, 2001.

For Plan Years beginning on and after January 1, 2001, compensation shall not include elective amounts that are not includible in the gross income of the Employee under Section 125, 132(f)(4), 402(e)(3), 402(h), or 403(b) of the Internal Revenue Code.

ADOPTION AND SIGNATURE BY TRUSTEES

IN WITNESS WHEREOF, this restatement and continuation of the Lower Ohio Valley District Council Pension Plan has been adopted by the Trustees and executed by said Trustees in Owensboro, Kentucky on this 18th day of March, 2010, to be effective as of October 1, 2009.

UNION TRUSTEES:

Mark Beard

Jimmie Pickard

David C. Tharp

EMPLOYER TRUSTEES:

Dan Jones

Clyde Likens

Michael F. Raber

AMENDMENT NO. 1

LOWER OHIO VALLEY DISTRICT COUNCIL PENSION TRUST FUND PENSION PLAN

WHEREAS, the Trustees of the Lower Ohio Valley District Council Pension Trust Fund have previously executed a Pension Plan known as the Lower Ohio Valley District Council Pension Trust Pension Plan: and,

WHEREAS, Article XIV, Section 1 of said Plan provides that the Trustees may amend the Plan at any time; and,

WHEREAS, the Trustees are desirous of amending the Plan effective July 1, 2010;

NOW, THEREFORE, the Lower Ohio Valley District Council Pension Trust Fund Pension Plan is amended as follows:

ARTICLE III – NORMAL RETIREMENT BENEFIT

SECTION 2 – AMOUNT OF NORMAL RETIREMENT BENEFIT:

Paragraph B, Future Service Benefit, shall be remain unchanged except for the addition of the following subparagraphs:

B. Future Service Benefit:

A Participant's Future Service Benefit shall be computed as the sum of ----

3.6% of the Employer Contributions made on his behalf for work performed prior to May 1, 2006; and,

3.0% of the Employer Contributions made on his behalf for work performed on and after May 1, 2006 and prior to October 1, 2007; and,

2.75% of the contributions paid for work on and after October 1, 2007 and prior to June 1, 2009; and,

2.75 % of the contributions paid for work on and after June 1, 2009 and prior to July 1, 2010 after the segregation of $0.75 per hour of non-credited contributions; and,

2.75 % of the contributions paid for work on and after July 1, 2010 after the segregation of $1.55 per hour of non-credited contributions.

In all other respects the Plan shall remain unchanged.

IN WITNESS WHEREOF, the Trustees have formally adopted this Amendment this 22nd day of June, 2010.

UNION TRUSTEES	EMPLOYER TRUSTEES
[signature]	[signature]
[signature]	[signature]
[signature]	

AMENDMENT NO. 2

LOWER OHIO VALLEY DISTRICT COUNCIL PENSION TRUST FUND PENSION PLAN

WHEREAS, the Trustees of the Lower Ohio Valley District Council Pension Trust Fund have previously executed a Pension Plan known as the Lower Ohio Valley District Council Pension Trust Pension Plan: and,

WHEREAS, Article XI, Section 1 of said Plan provides that the Trustees may amend the Plan at any time; and,

WHEREAS, the Trustees are desirous of amending the Plan effective July 30, 2010, unless otherwise stated;

NOW, THEREFORE, the Lower Ohio Valley District Council Pension Trust Fund Pension Plan is amended as follows:

ARTICLE I - DEFINITIONS

SECTION 3 - ACTUARIAL EQUIVALENT:

A benefit of equivalent value, as certified by the Enrolled Actuary, when computed on the basis of the 1983 G.A.M. Table and an interest rate of seven and one-half percent (7.5%).

ARTICLE III – NORMAL RETIREMENT BENEFIT

SECTION 2 – AMOUNT OF NORMAL RETIREMENT BENEFIT:

Paragraph B, Future Service Benefit, shall remain unchanged except for the addition of the following subparagraphs:

B. Future Service Benefit:

A Participant's Future Service Benefit shall be computed as the sum of ----

3.6% of the Employer Contributions made on his behalf for work performed prior to May 1, 2006; and,

3.0% of the Employer Contributions made on his behalf for work performed on and after May 1, 2006 and prior to October 1, 2007; and, 2.75% of the contributions paid for work on and after October 1, 2007 and prior to June 1, 2009; and,

2.75 % of the contributions paid for work on and after June 1, 2009 and prior to July 1, 2010 after the segregation of $0.75 per hour of non-credited contributions; and,

2.75 % of the contributions paid for work on and after July 1, 2010 after the segregation of $1.55 per hour of non-credited contributions; and,

2.00 % of the contributions paid for work on and after August 1, 2010 after the segregation of $1.55 per hour of non-credited contributions.

In all other respects the Plan shall remain unchanged.

IN WITNESS WHEREOF, the Trustees have adopted this Amendment this 29th day of September, 2010.

UNION TRUSTEES	**EMPLOYEE TRUSTEES**
David C. [illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]

AMENDMENT NO. 3

LOWER OHIO VALLEY DISTRICT COUNCIL PENSION TRUST FUND PENSION PLAN

WHEREAS, the Trustees of the Lower Ohio Valley District Council Pension Trust Fund have previously executed a Pension Plan known as the Lower Ohio Valley District Council Pension Trust Pension Plan: and,

WHEREAS, Article XI, Section 1 of said Plan provides that the Trustees may amend the Plan at any time; and,

WHEREAS, the Trustees are desirous of amending the Plan Effective June 1, 2011, unless otherwise stated; and

NOW, THEREFORE, the Lower Ohio Valley District Council Pension Trust Fund Pension Plan is amended as follows:

ARTICLE III – NORMAL RETIREMENT BENEFIT

SECTION 2 – AMOUNT OF NORMAL RETIREMENT BENEFIT:

Paragraph B, Future Service Benefit, shall remain unchanged except for the addition of the following subparagraphs:

B. Future Service Benefit:

A Participant's Future Service Benefit shall be computed as the sum of ----

3.6% of the Employer Contributions made on his behalf for work performed prior to May 1, 2006; and,

3.0% of the Employer Contributions made on his behalf for work performed on and after May 1, 2006 and prior to October 1, 2007; and,

2.75% of the contributions paid for work on and after October 1, 2007 and prior to June 1, 2009; and,

2.75 % of the contributions paid for work on and after June 1, 2009 and prior to July 1, 2010 after the segregation of $0.75 per hour of non-credited contributions; and,

2.75 % of the contributions paid for work on and after July 1, 2010 after the segregation of $1.55 per hour of non-credited contributions; and, 2.00 % of the contributions paid for work on and after August 1, 2010 after the segregation of $1.55 per hour of non-credited contributions; and,

2.00 % of the contributions paid for work on and after June 1, 2011 after the segregation of $2.00 per hour of non-credited contributions.

In all other respects the Plan shall remain unchanged.

IN WITNESS WHEREOF, the Trustees have adopted this Amendment this 13th day of June, 2012.

UNION TRUSTEES	EMPLOYEE TRUSTEES
[signature]	[signature]
[signature]	[signature]
[signature]	[signature]

AMENDMENT NO. 4

LOWER OHIO VALLEY DISTRICT COUNCIL
PENSION TRUST FUND PENSION PLAN

WHEREAS, the Trustees of the Lower Ohio Valley District Council Pension Trust Fund have previously executed a Pension Plan known as the Lower Ohio Valley District Council Pension Trust Pension Plan: and,

WHEREAS, Article XI, Section 1 of said Plan provides that the Trustees may amend the Plan at any time; and,

WHEREAS, the Trustees are desirous of amending the Plan Effective October 1, 2009, unless otherwise stated; and

NOW, THEREFORE, the Lower Ohio Valley District Council Pension Trust Fund Pension Plan is amended as follows:

Replacing the given Article, Part, number and Section with the following:

ARTICLE XVII - TRA86 - OBRA93

PART V - DISTRIBUTION PROVISIONS

7. **Timing and Modes of Distribution**
DISTRIBUTION REQUIREMENTS

Section 1. General Rules

Section 1.2 All distributions required under this Article shall be determined and made in accordance with the final and temporary regulations under Section 401(a)(9) of the Code, including the minimum distribution incidental benefit requirement of Section 1.401(a)(9)-2 of the Proposed Income Tax Regulations.

Adding the following language at the end of the given Article, Part, and number:

ARTICLE XVII - TRA86 - OBRA93

PART V - DISTRIBUTION PROVISIONS

2. **Definite Benefit.**

For Plan Years beginning in 2006 or later, the Plan should reflect that the actuarial equivalent single life annuity for a distributions subject to Code section 417(e)(3) shall be the annual amount of the single life annuity that would be payable commencing at the annuity starting date that has the same actuarial present value as the particular form of benefit payable computed using the greatest of the following: (A) interest rate and mortality table or other tabular factor specified in the Plan as applicable for adjusting benefits of the same form for the form of benefit the Participant elects, (B) an interest rate of five and one-half percent (5 ½%) and the applicable mortality table for distribution subject to Code section 417 (e)(3) or (C) the rate that would provide a benefit of not more than one hundred five percent (105%) of the annual amount that would be provided if the applicable interest rate and the applicable mortality table for distributions subject to Code section 417(e)(3) were used.

For distributions subject to Code section 417(e)(3) which have Annuity Starting Dates that occur in a Plan Year beginning in 2004 0r 2005, in accordance with the Pension Funding Equity Act of 2004, the Actuarial Equivalent single life annuity is equal to the annual amount of the single life annuity commencing at the same Annuity Starting Date that has the same actuarial present value as the Participant's form of benefit, computed using whichever of the following produces the greater annual amount:)A) the interest rate and mortality tale or tabular factor specified in the Plan in Article I, Section 3 ("Actuarial Equivalent") for adjusting benefits in the same form, or (B) a five and on-half percent (5 ½ %) interest rate assumption and the applicable mortality table as stated in the Plan in Article I, Section 3 ("Actuarial Equivalent") for distributions subject to Code section 417(e)(3).

Replacing the given Article and Section with the following:

ARTICLE XI - ADMINISTRATION OF THE PLAN

SECTION 16 PROVISIONS RELATING TO RETURNING VETERANS:
Effective December 12, 1994, contributions, benefits, years of Plan participation and Service with respect to qualified military service will be provided in accordance with Section 414(u) of the Internal Revenue Code.

As required under the HEART Act, if a participant dies while performing qualified military service, the plan provides that the deceased participant's beneficiaries are entitled to any survivor benefits that are contingent on termination of employment on account of death, and the plan will provide vesting credit (but not contribution credit) for the deceased participant's period of qualified military service.

Adding the following language at the end of the given Article and Section:

ARTICLE XI - ADMINISTRATION OF THE PLAN

SECTION 11 - LUMP SUM PAYMENT:

For Plan Years beginning in 2006 or later, the Plan should reflect that the actuarial equivalent single life annuity for a distributions subject to Code section 417(e)(3) shall be the annual amount of the single life annuity that would be payable commencing at the annuity starting date that has the same actuarial present value as the particular form of benefit payable computed using the greatest of the following: (A) interest rate and mortality table or other tabular factor specified in the Plan as applicable for adjusting benefits of the same form for the form of benefit the Participant elects, (B) an interest rate of five and one-half percent (5 ½%) and the applicable mortality table for distribution subject to Code section 417 (e)(3) or (C) the rate that would provide a benefit of not more than one hundred five percent (105%) of the annual amount that would be provided if the applicable interest rate and the applicable mortality table for distributions subject to Code section 417(e)(3) were used.

For distributions subject to Code section 417(e)(3) which have Annuity Starting Dates that occur in a Plan Year beginning in 2004 0r 2005, in accordance with the Pension Funding Equity Act of 2004, the Actuarial Equivalent single life annuity is equal to the annual amount of the single life annuity commencing at the same Annuity Starting Date that has the same actuarial present value as the Participant's form of benefit, computed using whichever of the following produces the greater annual amount:)A) the interest rate and mortality tale or tabular factor specified in the Plan in Article I, Section 3 ("Actuarial Equivalent") for adjusting benefits in the same form, or (B) a five and on-half percent (5 ½ %) interest rate assumption and the applicable mortality table as stated in the Plan in Article I, Section 3 ("Actuarial Equivalent") for distributions subject to Code section 417(e)(3).

Adding the following Section to the given Article:

ARTICLE XI - ADMINISTRATION OF THE PLAN

SECTION 17 MINIMUM PRESENT VALUE:

For the purposes of calculating the minimum present value for all adjustments of benefit payable in a form subject to the minimum present value, the applicable interest rate and mortality table shall be used as prescribed in Code section 417(e)(3).

Replacing the given Article and Section with the following:

ARTICLE XI - ADMINISTRATION OF THE PLAN

SECTION 15 - ELIGIBLE ROLLOVER DISTRIBUTIONS:

D. Distributee: A distributee includes an Employee or former Employee. In addition, the Employee's or former Employee's Surviving Spouse and the Employee's or the former Employee's Spouse or former Spouse who is the alternate payee under a qualified domestic relations order, as defined in section 414(p) of the Code, are distributees with regard to the interest of the Spouse or former Spouse. A distribute may also include a nonspousal beneficiary.

Adding the following Article:

ARTICLE XVIII - TOP HEAVY PROVISIONS

Section 1 – Definitions

For purposes of this Article XI, the following words and phrases shall have the meaning stated below unless a different meaning is clearly required by the context:

(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 2 - 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 pursuant to Section 12.5.

Section 3 - 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:

(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" mean 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.

(iii) 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 exceed 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 4 - Top Heavy Vesting

(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.

<u>Section 5 - Top Heavy Benefit Requirements</u>

(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 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" mans 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 Section 4.1, the minimum accrued benefit shall be adjusted in accordance with Appendix A.

(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 Section 2.2 of 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 6 - 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. This Section amends Article XI of the Plan.

(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 a reason other than separation from service, 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.

Replacing the given Article, Section and paragraph with the following:

ARTICLE I – DEFINITIONS

SECTION 33 - QUALIFIED JOINT AND SURVIVOR ANNUITY:

<u>**(b) - Qualified Optional Survivor Annuity**</u> The term "Qualified Optional Survivor Annuity" shall mean a benefit payable for the life of the Participant with a reduced benefit payable upon death to the Participant's spouse for the remainder of her life and which is the actuarial equivalent of the normal form of benefit. The percentage of the survivor annuity under the Plan shall be the 75% of the annuity payable during the joint lives of the Participant and the Spouse.

In all other respects the Plan shall remain unchanged.

IN WITNESS WHEREOF, the Trustees have adopted this Amendment this 27th day of June, 2012.

UNION TRUSTEES	**EMPLOYEE TRUSTEES**
______________	______________
______________	______________
______________	______________

RESOLUTION OF THE BOARD OF TRUSTEES OF THE INDIANA/KENTUCKY/OHIO REGIONAL COUNCIL OF CARPENTERS PENSION FUND TO AMEND THE LOWER OHIO VALLEY DISTRICT COUNCIL PENSION TRUST FUND PENSION PLAN

WHEREAS, the Board of Trustees of the Indiana/Kentucky/Ohio Regional Council of Carpenters Pension Fund into which the Lower Ohio Valley District Council Pension Fund Pension Plan (the "Plan") has merged effective as of July 1, 2012, desires to amend the Lower Ohio Valley District Council Pension Trust Fund Pension Plan (the "Plan") as allowed under the terms of the Merger Agreement and Indiana/Kentucky/Ohio Regional Council of Carpenters Pension Fund Trust Agreement; and

WHEREAS, Article XIV, Section 1 of said Plan reserves to the Trustees the right to amend the Plan from time to time; and

WHEREAS, the Board of Trustees desires to amend various sections of the Plan as requested by the Internal Revenue Service to maintain the qualified status of the Plan; and

WHEREAS, in accordance with Article V, Section 5.2 of the Trust Agreement, the Board of Trustees conducted a telephonic meeting on January 22, 2014 to review, approve and adopt Amendment No. 5 as set forth in Exhibit A herein and Amendment No. 6 as set forth in Exhibit B herein to the Plan and to authorize the undersigned to sign this Resolution on its behalf.

NOW, THEREFORE IT IS RESOLVED: Effective as of the dates specified herein, the Plan be amended and restated as set forth in the attached Amendment 5 and Amendment 6.

BE IN FURTHER RESOLVED: That this Resolution may be executed in counterparts, and each such duly executed counterpart shall be of the same validity, force and effect as the original. Signature pages may be transmitted by facsimile or e-mail, and shall be considered originals for all purposes.

IN WITNESS WHEREOF, the undersigned members of the Board of Trustees of the Indiana/Kentucky/Ohio Regional Council of Carpenters Pension Fund attest that the Board of Trustees took action to authorize the adoption of Amendment 5 and Amendment 6 and take any and all actions necessary to comply with applicable law to obtain a favorable letter of determination from the Internal Revenue Service for the Plan at their meeting on January 22, 2014.

By: David C. Thop
Union Trustee Date

By: ______________________
Employer Trustee Date

EXHIBIT A

AMENDMENT NO. 5

LOWER OHIO VALLEY DISTRICT COUNCIL
PENSION TRUST FUND PENSION PLAN

WHEREAS, the Trustees of the Lower Ohio Valley District Council Pension Trust Fund have previously executed a Pension Plan known as the Lower Ohio Valley District Council Pension Trust Fund Pension Plan; and

WHEREAS, Article XI, section 1 of said Plan provides that the Trustees may amend the Plan at any time; and

WHEREAS, the Trustees are desirous of amending the Plan effective October 1, 2009, unless otherwise stated; and

NOW, THEREFORE, the Lower Ohio Valley District Council Pension Trust Fund Pension Plan is amended as follows:

Adding the following language at the end of the given Article and Section:

ARTICLE V - JOINT AND SURVIVOR BENEFITS

Section 7 - NOTICE REQUIREMENTS:

D. The Plan Administrator will notify the participant when a benefit under the Plan is requested. Such notification shall include a general description of the material features, and an explanation of the relative values of the optional forms of benefit available under the Plan in a manner that would satisfy the notice requirements of IRC 417(a)(3) and Treas. Reg. 1.417(a)(3)-1.

Adding the following language at the end of the given Article, Part and number:

ARTICLE III - NORMAL RETIREMENT BENEFIT

Section 3 - COMMENCEMENT DATE OF PAYMENTS:

No impermissible forfeiture will occur as a result of the requirement for an application to be submitted and approved before benefit payments will commence. If there was a delay in benefit payment, the participant's benefit will be adjusted by a one-time payment to represent those payments that were missed.

Adding the following language at the end of the given Article, Part and number:

ARTICLE XII - BENEFIT APPLICATION, ELECTION AND REVIEW PROCEDURES

Section 1 - APPLICATION FOR RETIREMENT BENEFITS OR DEATH BENEFITS:

No impermissible forfeiture will occur as a result of the requirement for an application to be submitted and approved before benefits payments will commence. If there was a delay in benefit payment, the participant's benefit will be adjusted by a one-time payment to represent those payments that were missed.

Replacing the given Article, Section and paragraph with the following language:

ARTICLE XVIII - TOP HEAVY PROVISIONS

Section 6 - Modification of Top Heavy Rules

(c) Determination of Present Values and Amounts.

(ii) Distributions During Year Ending on the Determination Date. Effective for Plan Years on and after October 1, 2002, the present values of accrued benefits and the amounts of account balances of an Employee as of the determination date shall be increased by the distributions made with respect to the Employee under the Plan and any plan aggregated with the Plan under Section 416(g)(2) of the Code during the 1-year period ending on the determination date. The preceding sentence shall also apply to distributions under a terminated plan which, had it not been terminated, would have been aggregated with the Plan under Section 416(g)(2)(A)(i) of the Code. In the case of a distribution made for a reason other than severance from employment, death or disability, this provisions shall be applied by substituting "5-year period" for "1-year period."

Replacing the given Article, Section and paragraph with the following language:

ARTICLE XVII - STATUTORY MAXIMUM BENEFITS

SECTION 2 - SECTION 415 COMPENSATION:

The term "Section 415 Compensation" shall mean with respect to a Plan Year:

Compensation is defined as required in IRC 415(c)(3)(D) and the Plan adopts the safe harbor definition of "Compensation" stated in IRS Regulation 1.415(c)-2(d)(2). Effective for Limitation Years on and after July 1, 2007, Compensation paid or made available during such Limitation Year shall include Compensation that is the Participant's earned income paid by the later of: (A) two and one-half (2-1/2) 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 the Plan may be further reduced to the extent necessary to prevent disqualification of the Plan under Section 415(e) of the Internal Revenue Code. The above limitations are intended to comply with the provisions of Section 415 of the Internal Revenue Code , as amended, so that the maximum benefits provided by Plans would not exceed the maximum amounts allowed under Section 415 of the Internal Revenue Code and regulations thereunder. If there is any discrepancy between the provisions of this Section 2 and the provisions of Section 415 of the Internal Revenue Code and regulations thereunder, such discrepancy shall be resolved in such a way as to give full effect to the provisions of Section 415 of the Internal Revenue Code.

For purposes of this Section, and effective for distributions in Plan Years beginning after December 31, 2003, the determination of actuarial equivalence of forms of benefits other than a straight life annuity shall be subject to the provisions of Code Section 417(e)(3).

Replacing the given Part and paragraph with the following language:

PART V - DISTRIBUTION PROVISIONS

7. Timing and Modes of Distribution

Distribution Requirements

Section 1. General Rules

Section 1.2 All distributions required under this Article shall be determined and made in accordance with the final regulations under Section 401(a)(9) of the Code including the requirements of Section 401(a)(9)(G), in the case of any applicable incidental death benefit. Distributions will be made in accordance with Section 401(a)(9) and Sections 1.401(a)(9)-2 through 1.401(a)(9)-9 of the Income Tax Regulations and in accordance with any other provisions of Code section 401(a)(9) that are prescribed by the Commissioner in revenue rulings, notices and other guidance published by the Internal Revenue Service. The provisions reflected in Section 401(a)(9) override any distribution options in the Plan inconsistent with Section 401(a)(9).

Delete the given Article, and Section and renumber the remaining applicable sections:

ARTICLE XI - ADMINISTRATION OF THE PLAN

SECTION 8 - MINIMUM DISTRIBUTIONS:

In all other respects the Plan shall remain unchanged.

EXHIBIT B

AMENDMENT NO. 6

LOWER OHIO VALLEY DISTRICT COUNCIL PENSION TRUST FUND PENSION PLAN

1. Effective for limitation years ending after December 31, 2001, Article XVII, Part IV, of the Plan and any other inconsistent provisions of the Plan are amended for the good faith EGTRRA amendments to replace all inconsistent provisions with regard to compliance with section 415 of the Internal Revenue Code (the "Code") with the provisions set forth below. This amendment is adopted retroactively and is not intended to supersede any subsequent amendments to the Plan to the extent inconsistent.

1. Effective date. This section shall be effective for limitation years ending after December 31, 2001, except as provided in subsection 3.2(d) below.

2. Effect on Participants. Benefit increases resulting from the increase in the limitations of section 415(b) of the Code will be provided to all current and former participants (with benefits limited by section 415(b)) who have an accrued benefit under the plan immediately prior to the effective date (other than an accrued benefit resulting from a benefit increase solely as a result of the increases in limitations under section 415(b)).

3. Definitions.

3.1 Defined benefit dollar limitation: The "defined benefit dollar limitation" is $160,000, as adjusted, effective January 1 of each year, under section 415(d) of the Code in such manner as the Secretary shall prescribe, and payable in the form of a straight life annuity. A limitation as adjusted under section 415(d) will apply to limitation years ending with or within the calendar year for which the adjustment applies.

3.2 Maximum permissible benefit: The "maximum permissible benefit" is the defined benefit dollar limitation (adjusted where required, as provided in (a) and, if applicable, in (b) or (c) below, and limited, if applicable, as provided in (d) below).

(a) If the participant has fewer than 10 years of participation in the plan, the defined benefit dollar limitation shall be multiplied by a fraction, (i) the numerator of which is the number of years (or part thereof) of participation in the plan and (ii) the denominator of which is 10.

(b) If the benefit of a participant begins prior to age 62, the defined benefit dollar limitation applicable to the participant at such earlier age is an annual benefit payable in the form of a straight life annuity beginning at the earlier age that is the actuarial equivalent of the defined benefit dollar limitation applicable to the participant at age 62 (adjusted under

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(a) above, if required). The defined benefit dollar limitation applicable at an age prior to age 62 is determined as the lesser of:

(i) the actuarial equivalent (at such age) of the defined benefit dollar limitation computed using the interest rate and mortality table (or other tabular factor) specified in the Plan for this period and

(ii) the actuarial equivalent (at such age) of the defined benefit dollar limitation computed using a 5 percent interest rate and the applicable mortality table as defined in the Plan for this period.

Any decrease in the defined benefit dollar limitation determined in accordance with this paragraph (b) shall not reflect a mortality decrement if benefits are not forfeited upon the death of the participant. If any benefits are forfeited upon death, the full mortality decrement is taken into account.

(c) If the benefit of a participant begins after the participant attains age 65, the defined benefit dollar limitation applicable to the participant at the later age is the annual benefit payable in the form of a straight life annuity beginning at the later age that is actuarially equivalent to the defined benefit dollar limitation applicable to the participant at age 65 (adjusted under (a) above, if required). The actuarial equivalent of the defined benefit dollar limitation applicable at an age after age 65 is determined as:

(i) the lesser of the actuarial equivalent (at such age) of the defined benefit dollar limitation computed using the interest rate and mortality table (or other tabular factor) specified in the Plan for this period and

(ii) the actuarial equivalent (at such age) of the defined benefit dollar limitation computed using a 5 percent interest rate assumption and the applicable mortality table as specified in the Plan for this period.

For these purposes, mortality between age 65 and the age at which benefits commence shall be ignored.

(d) Notwithstanding the above, for limitation years beginning before January 1, 2002, the maximum permissible benefit will not exceed the defined benefit compensation limitation. In the case of a participant who has fewer than 10 years of service with the employer, the defined benefit compensation limitation shall be multiplied by a fraction, (i) the numerator of which is the number of years (or part thereof) of service with the employer and (ii) the denominator of which is 10.

2. Effective for distributions after December 31, 2001, Article XI, Section 15 of the Plan and any other inconsistent distribution provisions of the Plan are amended for the good faith EGTRRA amendments as set forth below. This amendment is adopted retroactively and is not intended to supersede any subsequent amendments to the Plan to the extent inconsistent.

> Effective for distributions made after December 31, 2001, an eligible retirement plan shall also mean an annuity contract described in section 403(b) of the Code and an eligible plan under section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan. The definition of eligible retirement plan shall also apply in the case of a distribution to a Surviving Spouse, or to a Spouse or former Spouse who is the alternate payee under a qualified domestic relation order, as defined in section 414(p) of the Code.
>
> 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 Sections 401(a) and 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.

3. Effective for Plan Years beginning after December 31, 2001, Article XVIII, Section 6 of the Plan as added by Amendment No. 4, dated June 27, 2012, for compliance with Code section 416 top-heavy requirements under the good faith EGTRRA requirements, is amended for the good faith EGTRRA amendments by replacing subsection (d) in its entirety as set forth below. The amendment is adopted retroactively and is not intended to supersede subsequent amendments to the Plan to the extent inconsistent.

> (d) Minimum Benefits. For purposes of satisfying the minimum benefit requirements of Code Section 416(c)(1) and the Plan, in determining years of service with an Employer, any service with such Employer shall be disregarded to the extent that such service occurs during a Plan Year when the Plan benefits (within the meaning of Code Section 410(b)) no Key Employee or former Key Employee.

4. Effective for limitation years on and after December 31, 2001, Article XVII, Part IV of the Plan is retroactively amended for the good faith EGTRRA amendments to replace all inconsistent provisions with regard to compliance with Code section 415 as set forth below. This amendment is adopted retroactively and is not intended to supersede any subsequent amendments to the Plan to the extent inconsistent.

> Effective for limitation years on and after December 31, 2001, the compensation limit of Code section 415(b)(1)(B) does not apply to the Plan as a multiemployer plan.

5. As applicable to the Plan, effective for limitation years on and after July 1, 2007 or as otherwise stated, Article XVII, Part I, Section 2 of the Plan is further amended and restated by adding the following paragraphs to the end of the definition of "415 Compensation" as amended by (Amendment No. 5) with the following:

> Notwithstanding the above, Compensation means compensation in accordance with Code Section 415(c)(3)(D) and the Plan adopts the safe harbor definition of Compensation under Treasury Regulation Section 1.415(c)-2(d)(2). For limitation years beginning on or after July 1, 2007, Compensation includes post severance compensation in accordance with such rules. Compensation shall include any amount which is contributed or deferred by the Employer at the election of the Employee and not includible in the gross income of the Employee by reason of Code sections 125, 132(f)(4), 402(e)(3), 402(h)(1)(B), 402(k) and 457. Compensation is limited as specified by Code Section 401(a)(17).
>
> To the extent required by law and as applicable to this Plan, effective for limitation years on and after July 1, 2007, Compensation shall include payments made by the later of 2-1/2 months after severance from employment with an Employer, or the end of the limitation year that includes the date of severance from employment, if, absent a severance from employment, such payments would have been paid to the Employee while the Employee continued in employment with the Employer, and are regular compensation for services during the Employee's regular working hours, compensation for services outside the Employee's regular working hours (such as overtime or shift differential), commissions, bonuses or other similar compensation.

6. Effective for limitation years on and after July 1, 2007, Article XVII, Part IV, entitled "Section 415 Limitations," is amended and restated to add the following sentence as an introductory paragraph:

> Effective for limitation years on and after July 1, 2007, the provisions under Article XI, Section 14, entitled Maximum Benefits, shall govern maximum benefits under Code section 415.

7. Effective for limitation years on and after July 1, 2007, Article XI, Section 14, entitled Maximum Benefits, shall be amended and restated in its entirety to read as follows:

> The limitations of this Article XI, Section 14, shall apply in limitation years beginning on or after July 1, 2007, except as otherwise provided herein. The limitation year shall be the Plan Year. Effective for Plan Years on and after January 1, 2008, the applicable mortality table for Plan purposes means the mortality table under Code section 417(e)(3) modified as appropriate by the Secretary of Treasury based on the mortality table specified for the Plan Year by the Secretary and, except as otherwise stated in Treasury guidance, determination under subparagraph (A) of Code section 430(h)(3) (without regard to subparagraph (C) or (D) of such section) and is used as the applicable mortality table for purposes of adjusting any benefit or limitation under Code section 415(b)(2)(B), (C) or (D) as set forth in Article XI, Section 14.

Effective for Plan Years beginning on or after January 1, 2008, the applicable interest rate for Plan purposes, including for purposes of adjusting any benefit or limitation under Code section 415(b)(2)(B), (C) or (D) as set forth in Article XI, Section 14, is the adjusted first, second and third segment rates applied under rules similar to the rules of Internal Revenue Code section 430(h)(2)(C) determined in the month of August preceding the Plan Year in which the distribution will occur as the lookback month of the stability period. The adjusted first, second and third segment rates are the first, second and third segment rates determined pursuant to Code section 417(e)(3)(D) with the applicable percentage under Code section 430(h)(2)(G) and adjusted in accordance with Code section 417(e)(3)(D)(iii).

A. General Rule. The Plan is subject to the limitations on benefits imposed by Code Section 415 which are incorporated herein by this reference. The limitation year shall be the Plan Year. The provisions of this Article XI, Section 14 are intended to meet the requirements of Code Section 415. If there is a conflict between the provisions of this Article XI, Section 14 and Code Section 415, then Code Section 415 will supersede these provisions. If no language is set forth in this Article XI, Section 14, then the default rule under the final Treasury Regulations for Code Section 415 applies.

A.1 The annual benefit payable to a Participant under the Plan at any time shall not exceed the maximum permissible benefit determined pursuant to Code Section 415. If the annual benefit the Participant would otherwise accrue in a limitation year would produce an annual benefit in excess of such limitation under Code Section 415, the benefit shall be limited (or the rate of accrual reduced) to a benefit that does not exceed the maximum permissible benefit.

A.2 The application of the provisions of this Article XI, Section 14 shall not cause the maximum permissible benefit for any Participant to be less than the Participant's accrued benefit under all the defined benefit plans of his Employer (or a predecessor employer) as of the end of the last limitation year beginning before July 1, 2007 under provisions of the plans that were both adopted and in effect before April 5, 2007.

B. Maximum Permissible Benefit. For limitation years after December 31, 2001, the maximum permissible benefit, determined as if paid in the form of the single life annuity, shall not exceed a "defined benefit dollar limitation" of $160,000 as adjusted where required, effective January 1 of each year, under Code Section 415(d) in such manner as the Secretary shall prescribe. A limitation as adjusted under Code Section 415(d) will apply to limitation years ending with or within the calendar year for which the adjustment applies.

C. Section 3 - Minimum Benefit. Notwithstanding the above pursuant to Code Section 415(b)(4) and the regulations thereunder, the maximum permissible benefit shall not be deemed to be exceeded if benefits payable for a limitation year with respect to such Participant under this Plan and under all other defined benefit plans maintained by his Employer as applicable to a multiemployer plan under Treasury Regulations Section 1.415(b)-l(f)(3) is not greater than $10,000, multiplied by a fraction – the numerator of which is the Participant's years (or part thereof, but not less than one (1) year) of service (not to exceed ten (10)) with the Employer and the denominator of which is ten (10) and provided the Participant has not at any time participated in another plan maintained by the Employer that was maintained as a result of a collective bargaining agreement involving the Union.

D. Adjustments for Optional Forms of Payment. A benefit payable in a form other than a single life annuity shall be adjusted in accordance with Sections D.1 and D.2 below as an actuarial equivalent annual benefit before applying the limitations of this Article XI, Section 14.

D.1 Payments Not Subject to Code Section 417(e)(3). For a form of payment other than a benefit subject to Code Section 417(e)(3), for limitation years beginning before July 1, 2007, the actuarial equivalent single life annuity is equal to the annual amount of the single life annuity commencing at the same annuity starting date that has the same actuarial equivalent as the Participant's form of benefit computed using whichever of the following produces the greater annual amount: (a) the interest rate and mortality table or tabular factor specified in the Plan for purposes of adjusting benefits in the same form and (b) a five percent (5%) interest rate assumption and the applicable mortality table as stated in this Article XI, Section 14 of the Plan for distributions subject to Code Section 417(e)(3) for that annuity starting date. For limitation years beginning on or after July 1, 2007, the actuarial equivalent single life annuity is equal to the greater of the (a) the annual amount of the single life annuity payable to the Participant under the Plan commencing at the same annuity starting date as the Participant's form of benefit and (b) the annual amount of the single life annuity commencing at the same annuity starting date that has the same actuarial equivalent as the Participant's form of benefit, computed using a five percent (5%) interest rate assumption and the applicable mortality table as stated in this Article XI, Section 14 of the Plan for distributions subject to Code Section 417(e)(3) for that annuity starting date.

D.2 Payments Subject to Code Section 417(e)(3). For Plan Years beginning in 2006 or later, the actuarial equivalent single life annuity for a distribution subject to Code Section 417(e)(3) shall be the annual amount of the single life annuity that would be payable commencing at the annuity starting date that has the same actuarial equivalent as the particular form of benefit computed using the greatest of the following: (a) interest rate and mortality rates specified in the Plan for adjusting benefits of the same form, (b) an interest rate of five and one-half percent (5-1/2%) and the applicable mortality table specified in this Article XI, Section 14 of the Plan for distributions subject to Code Section 417(e)(3), or (c) the rate that would provide a benefit of not more than one hundred five percent (105%) of the annual amount that would be provided if the applicable interest rate and the applicable mortality table specified in this Article XI, Section 14 of the Plan for distributions subject to Code Section 417(e)(3) were used. For distributions subject to Code Section 417(e)(3), which have annuity starting dates that occur in a Plan Year beginning in 2004 or 2005, in accordance with the Pension Funding Equity Act of 2004, the actuarial equivalent single life annuity is equal to the annual amount of the single life annuity commencing at the same annuity starting date that has the same actuarial equivalence as the Participant's form of benefit, computed using whichever of the following produces the greater annual amount: (a) the interest rate and mortality table or tabular factor specified in the Plan for adjusting benefits in the same form or (b) a five and one-half percent (5-1/2%) interest rate assumption and the applicable mortality table as stated in the Plan in this Article XI, Section 14 for distributions subject to Code Section 417(e)(3). The transition rule as described in IRS Notice 2004-78 shall not apply.

E. Adjustments for Early or Late Commencement of Retirement Benefit. Adjustment for less than ten (10) years participation or for the early or late commencement of a retirement benefit shall be made as follows:

E.1 Less Than Ten (10) Years Participation. If the Participant has fewer than ten (10) years of participation in the Plan, the defined benefit dollar limitation shall be multiplied by a fraction, (a) the numerator of which is the number of years (or part thereof not less than one (1) year) of participation in the Plan and (b) the denominator of which is ten (10).

E.2 Benefit Prior to Age Sixty-Two (62). If the benefit of a Participant begins prior to age sixty-two (62) and occurs in a limitation year beginning before July 1, 2007, the defined benefit dollar limitation applicable to the Participant at the annuity starting date is an annual benefit payable in the form of a single life annuity at the Participant's annuity starting date that is the actuarial equivalent of the defined benefit dollar limitation (adjusted under Section E.1 above, if required) with actuarial equivalence computed using whichever of the following produces the smaller amount: (a) the Plan's interest rate and mortality table (or other tabular factor) as specified in the Plan and (b) a five percent (5%) interest rate and the applicable mortality table defined in this Article XI, Section 14 of the Plan for distributions subject to Code Section 417(e)(3).

(a) Plan Does Not Have Immediately Commencing Straight Life Annuity Payable at Both Age Sixty Two (62) and the Age of Benefit Commencement. If the annuity starting date for the Participant's benefit is prior to age sixty two (62) and occurs in a limitation year beginning on or after July 1, 2007 and if the Plan does not have an immediately commencing straight life annuity payable at both age sixty two (62) and the age of benefit commencement, the defined benefit dollar limitation for the Participant's annuity starting date is the annual amount of a benefit payable in the form of a straight life annuity commencing at the Participant's annuity starting date that is the actuarial equivalent of the defined benefit dollar limitation (adjusted under Section E.1 above for years of participation less than ten (10), if required) with actuarial equivalence computed using a five percent (5%) interest rate assumption and the applicable mortality table for the annuity starting date as defined in this Article XI, Section 14 of the Plan (and expressing the Participant's age based on completed calendar months as of the annuity starting date).

(b) Plan Has Immediately Commencing Straight Life Annuity Payable at Both Age Sixty Two (62) and the Age of Benefit Commencement. If the annuity starting date for the Participant's benefit is prior to age sixty two (62) and occurs in a limitation year beginning on or after July 1, 2007 and if the Plan has an immediately commencing straight life annuity payable at both age sixty two (62) and the age of benefit commencement, the defined benefit dollar limitation for the Participant's annuity starting date is the lesser of the limitation determined under subsection (a) above and the defined benefit dollar limitation (adjusted under Section E.1 above for years of participation less than ten (10), if required) multiplied by the ratio of the annual amount of the immediately commencing single life annuity under the Plan at the Participant's annuity starting date to the annual amount of the immediately commencing straight life annuity under the Plan at age sixty two (62), both determined without applying the limitations of this Article XI, Section 14.

E.3 Benefit After Age Sixty-Five (65). If the annuity starting date of the benefit of a Participant occurs in a limitation year beginning before July 1, 2007 after the Participant attains age sixty-five (65), the defined benefit dollar limitation applicable to the Participant at the Participant's annuity starting date shall be the annual benefit payable in the form of the single life annuity beginning at the Participant's annuity starting date that is the actuarial equivalent to the defined benefit dollar limitation applicable to the Participant (adjusted under Section 5.1 above, if required) with actuarial equivalence computed using whichever of the following produces the smaller annual amount: (a) the interest rate and mortality table (or other tabular factor specified in the Plan and (b) a five percent (5%) interest rate and the applicable mortality table defined in Article XI, Section 14 of the Plan for distributions subject to Code Section 417(e)(3).

(a) Plan Does Not Have Immediately Commencing Straight Life Annuity Payable at Both Age Sixty Five (65) and the Age of Benefit Commencement. If the annuity starting date for the Participant's benefit is after age sixty five (65) and occurs in a limitation year beginning on or after July 1, 2007, and the Plan does not have an immediately commencing straight life annuity payable at both age sixty five (65) and the age of benefit commencement, the defined benefit dollar limitation at the Participant's annuity starting date is the annual amount of a benefit payable in the form of a straight life annuity commencing at the Participant's annuity starting date that is the actuarial equivalent of the defined benefit dollar limitation (adjusted under Section E.1 above for years of participation less than ten (10), if required), with actuarial equivalence computed using a five percent (5%) interest rate assumption and the applicable mortality table for that annuity starting date as defined in as defined in Article XI, Section 14 of the Plan (and expressing the Participant's age based on completed calendar months as of the annuity starting date).

(b) Plan Has Immediately Commencing Straight Life Annuity Payable at Both Age Sixty Five (65) and the Age of Benefit Commencement. If the annuity starting date of a Participant's benefit occurs in a limitation year beginning on or after July 1, 2007 after the Participant attains age sixty five (65) and the Plan has an immediately commencing straight life annuity payable at both age sixty five (65) and the age of benefit commencement, the defined benefit dollar limitation at the Participant's annuity starting date shall be the lesser of the limitation determined under subsection (a) above and the defined benefit dollar limitation (adjusted under subsection Section E.1 above, if required) multiplied by the ratio of the annual amount of the adjusted immediately commencing straight life annuity under the Plan at the Participant's annuity starting date to the annual amount of the adjusted immediately commencing straight life annuity under the Plan at age sixty five (65), both determined without applying the limitations of this Article XI, Section 14. For this purpose, the adjusted immediately commencing straight life annuity under the Plan at the Participant's annuity starting date is the annual amount of such annuity payable to the Participant computed disregarding the Participant's accruals after age sixty five (65) but including actuarial adjustments even if those actuarial adjustments are used to offset accruals; and the adjusted immediately commencing straight life annuity under the Plan at age sixty five (65) is the annual amount of such annuity that would be payable under the Plan to a hypothetical participant who is age sixty five (65) and has the same accrued benefit as the Participant.

F. Aggregation. The limitations of this Article XI, Section 14 shall be determined and applied taking into account the aggregation rules in Treasury Regulations Section 1.415(f)-l.

F.1. The benefits under this Plan are not aggregated with any other multiemployer plans as defined in Code Section 414(f).

F.2. Effective for limitation years after December 31, 2001, the compensation limit of Code Section 415(b)(1)(B) does not apply to the Plan.

F.3. Effective for limitation years on and after July 1, 2007, benefits earned under the Plan by a Participant attributable to periods of employment with all Employers participating in the Plan must be taken into account in applying the limitations of Code Section 415.

F.4 In the event that the benefits accrued in any limitation year by a Participant exceed the limits under Code Section 415 as a result of the mandatory aggregation of this Plan with the benefits under another plan maintained by his Employer that is not a multiemployer plan, the benefits of such other plan shall be reduced to the extent necessary to comply with Code Section 415 in applying the dollar limitations of Code Section 415(b)(1)(A).