CARPENTERS DISTRICT COUNCIL OF KANSAS CITY PENSION FUND

Restated Effective October 1, 2014

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ARTICLE 1 DEFINITIONS

Section 1.1. Actuarial Present Value.

(a) For lump sum payments other than pursuant to a Qualified Domestic Relations Order. Unless otherwise specified in the Plan, the "Actuarial Present Value" of a benefit shall be determined using the Applicable Interest Rate and Applicable Mortality Table

(1) Effective for distributions on or after January 1, 2008, the Applicable Interest Rate for a Plan Year shall be the adjusted first, second, and third segment rates applied under the rules similar to the rules of Section 430(h)(2)(C) of the Internal Revenue Code for the February preceding the Plan Year which contains the date of distribution or such other time as the Secretary of the Treasury may by regulations prescribe. For this purpose, the first, second, and third segment rates are the first, second, and third segment rates that would be determined under Section 430(h)(2)(D) of the Internal Revenue Code if:

(A) Internal Revenue Code Section 430(h)(2)(D) were applied by substituting the average yields for the second full calendar month preceding the Plan Year, which contains the date of distribution or such other time as the Secretary of the Treasury may by regulations prescribe for the average yields for the 24-month period described in such Section, and

(B) Internal Revenue Code Section 430(h)(2)(G)(i)(II) was applied by substituting "Section 417(e)(3)(A)(ii)(II) for "Section 412(b)(5)(B)(ii)(II)," and

(C) The applicable percentage under Section 430(h)(2)(G) of the Internal Revenue Code is treated as being 20% in 2008, 40% in 2009, 60% in 2010, and 80% in 2011.

Effective for distributions on or after April 1, 2000 and prior to January 1, 2008, the Applicable Interest Rate for a Plan Year was the interest rate for 30-Year Treasury Securities for the February preceding the Plan Year which contains the date of distribution. For any distribution with an Annuity Starting Date on or after April 1, 2000 and prior to December 31, 2002, the adoption date of this interest rate, if application of the interest rate as of the Annuity Starting Date would have caused a reduction in the amount of any distribution, such reduction was not reflected in any payment made before the December 31, 2002. However, the amount of any such reduction that is required under Internal Revenue Code ("Code") Section 415(b)(2)(B) must be reflected actuarially over any remaining payments to the Participant. .

(2) The Applicable Mortality Table for all purposes under the Plan shall be the mortality table prescribed in Regulations under Section 417(e) of the Internal Revenue Code for use in the Plan Year that contains the date of distribution. Effective for distributions with Annuity Starting Dates on or after January 1, 2003 and prior to January 1, 2008, notwithstanding any other Plan provision to the contrary, any reference in the Plan to the Applicable Mortality Table or the mortality table prescribed in Rev. Rul. 95-6 shall be construed as a reference to the mortality table prescribed in Rev. Rul. 2001-62 for all purposes under the Plan. For distributions on and after January 1, 1995 and prior to January 1, 2003, the mortality assumption was based on the 1983 Group Annuity Mortality Table-Unisex.

(b) For converting the normal form of benefit to all optional forms, including pursuant to a Qualified Domestic Relations Order (but excluding lump sum payments), the "Actuarial Present Value" of a benefit shall be determined using the following interest rate and mortality table:

(1) Interest Rate: 7%, unless otherwise specified in the Plan.

(2) Mortality Table: Except as stated in (3) below, unless otherwise specified in the Plan, the mortality assumption shall be based on the 1971 Group Annuity Mortality Table, weighted as follows:

(A) For a Participant's benefit, 100% male and 100% female;

(B) For the benefit of a Participant's Spouse or former Spouse, or Beneficiary, 0% Male and 100% Female;

(C) In any other case, 50% male and 50% female.

(3) Notwithstanding any other provision of this Section to the contrary, for payments to an Alternate Payee pursuant to a Qualified Domestic Relations Order when payments commence due to the commencement of a Disability Pension to the Participant, the mortality assumption shall be based on the 1971 Group Mortality Table - Female for the Alternate Payee and the 1965 Railroad Retirement Board - Disabled Life Table for the Participant.

(c) "Actuarial equivalence" means two benefits of equal Actuarial Present Value based on the actuarial factors and assumptions specified in the provision in which that phrase is used or, if not otherwise specified, based on the assumptions described in this section.

Section 1.2. Annuity Starting Date or Effective Date.

(a) The "Annuity Starting Date" or "Effective Date" means the date as of which benefits are calculated and paid under the Plan and shall be the first day of the first month after or coincident with the later of:

(1) 60 days following submission by the Participant of a completed application for benefits and the Board's subsequent approval of same; or

(2) 30 days after the Plan advised the Participant of the available benefit payment options.

(b) The Annuity Starting Date may occur and benefits may begin before the end of the 30 day period, if the Participant has made the required election of the form of benefits, provided:

(1) The Participant and Spouse, if any, consent in writing to the commencement of payments before the end of that 30-day period, and distribution of the pension begins more than seven days after the written explanation was provided to the Participant and Spouse.

(2) The Participant's benefit was previously being paid because of an election after Normal Retirement Age, or

(3) The benefit is being paid out automatically as a lump sum under provisions of the Plan.

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

(d) The Annuity Starting Date for a Beneficiary or Alternate Payee will be determined as stated in Subsections (a) and (b) above, except that references to the Joint and 50% Survivor Pension and spousal consent do not apply.

(e) Effective with the Plan Year beginning in 2004, if a written notice of a Participant's optional forms of payment is required and provided after the Participant's Annuity Starting Date, his or her Annuity Starting Date will be deemed to be a "retroactive annuity starting date." In such case, if a Participant elects (with spousal consent, if applicable) to receive his or her benefit determined as of a retroactive annuity starting date, the Participant will receive a make-up payment to reflect any missed payment(s) for the period from the retroactive annuity starting date to the date of the actual make-up payment. An appropriate adjustment for interest from the date the missed payment(s) would have been made to the date of the actual make-up payment will be made.

Section 1.3. Association.

"Association" shall mean the Builders Association.

Section 1.4. Beneficiary.

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

Section 1.5. Collective Bargaining Agreement.

The term "Collective Bargaining Agreement" shall mean the labor agreement between the Union and the Association and any amendments thereto or a labor agreement between the Union and any other employer.

Section 1.6. Continuous Employment.

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

Section 1.7. Contribution Period.

"Contribution Period" means, with respect to a unit or classification of employment, the period during which the Employer is a Contributing Employer with respect to the unit or classification of employment.

Section 1.8. Contributing Employer or Employer.

"Contributing Employer" or "Employer" shall mean:

(a) Any member of the Association who is a party to, or otherwise bound by, a Collective Bargaining Agreement with the Union requiring payments to the Fund with respect to Employees represented by the Union.

(b) Any Employer who is a non-member of the Association who has signed a stipulation or agreement in a form approved by the Trustees.

(c) Any other Employer or group of Employers who have been approved by the parties to the Trust Agreement and accepted by the Board of Trustees.

(d) The term "Employer" shall also mean the Trustees of the Trust as to employees of the Trust, the Union as to employees of the Union, participating unions as to employees of participating unions and the Association as to employees of the Association. Such status of the Union, participating unions and Association shall be solely for the purpose of making the required contributions to the Fund and neither the Union, participating unions nor the Trustees shall participate in the selection of any Association Trustees.

Any Employer shall not be deemed a Contributing Employer simply because it is part of a controlled group of corporations or of a trade or business under common control, some other part of which is a Contributing Employer.

Section 1.9. Contribution Date.

"Contribution Date" means April 1, 1968 for those Employees who were on that date covered by the terms and conditions of the Collective Bargaining Agreement in effect between the Union and the Association.

For Employees of Employers who become obligated to contribute to the Fund subsequent to April 1, 1968, as a result of a Collective Bargaining Agreement, Contribution Date shall mean the starting date of such obligations as specified in the Collective Bargaining Agreement.

Section 1.10. Covered Employment.

"Covered Employment" means employment for which an Employer is obligated to contribute to the Fund. For periods before the Contribution Period, Covered Employment means employment with an Employer under the terms of a Collective Bargaining Agreement with the Union, which, if performed during the Contribution Period, would have resulted in contributions to the Fund. Covered Employment for Employees with the Union, the Association or the Trust Fund means employment from the original date of employment, which, if performed after the Fund had been in effect, would have resulted in contributions to said Fund.

Section 1.11. Employee.

"Employee" shall mean:

(a) Any person who is employed by an Employer as that term is defined herein and for whom the Employer is required to make contributions to the Fund (i.e., those individuals who are performing work covered by the Collective Bargaining Agreement).

(b) Any Employee of the Union or of a participating union.

(c) Any person previously covered under a Collective Bargaining Agreement who is working for a Contributing Employer (i.e. bargaining unit alumni); up to the 5% allowed under Treasury Regulation Section 1.410(b)-6(d)(2)(ii)(D).

(d) Any other Employee of an Employer who has been accepted as such by the parties to the Trust Agreement and the Trustees.

The term "Employee" includes a leased employee of an Employer, within the meaning of Section 414(n) of the Code, who otherwise meets the conditions for participation, vesting, and benefit accrual under the Plan.

The term "Employee" shall not include any Self Employed Person who is a Contributing Employer.

Section 1.12. Gender.

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

Section 1.13. Normal Retirement Age.

Effective April 1, 1988, the term "Normal Retirement Age" means the later of:

(a) Age 65, or

(b) The earlier of:

(1) The fifth anniversary of the Participant's Plan participation, disregarding participation before the effective date of this Section, or

(2) The tenth anniversary of the Participant's Plan participation.

(3) Participation before a Permanent Break in Service and participation before a One Year Break in Service in the case of a former Participant who has not returned to Covered Employment and reestablished participation in accordance with Section 4.4 are disregarded in applying this Subsection.

Section 1.14. Participant.

"Participant" means a Pensioner, Beneficiary, or an Employee who meets the requirements for participation in the Plan as set forth in Article 2, or a former Employee who has acquired a nonforfeitable right to a pension under this Plan.

Section 1.15. Pensioner.

"Pensioner" means a person to whom a pension under this Plan is being paid or to whom a pension would be paid but for time for administrative processing.

Section 1.16. Pension Fund or Fund.

"Fund" or "Pension Fund" shall mean the Carpenters District Council of Kansas City Pension Fund and its trust estate, created pursuant to the Agreement and Declaration of Trust.

Section 1.17. Pension Plan or Plan.

"Pension Plan" or "Plan" means this document as adopted by the Trustees and as thereafter amended by the Trustees.

Section 1.18. Plan Year.

"Plan Year" means the period from April 1 through the next March 31. For purposes of ERISA Regulations, the Plan Year shall serve as the vesting computation period and benefit accrual computation period, and after the initial period of employment, the computation period for eligibility to participate in the Plan.

Section 1.19. Required Beginning Date.

"Required Beginning Date" means April 1 of the calendar year following the year that the Participant reaches age 70 1/2. This is the date that benefits must commence.

Section 1.20. Restatement Date.

"Restatement Date" means April 1, 1976, the date on which this Plan effective April 1, 1968 was amended and restated as a result of the Employee Retirement Income Security Act of 1974. The Plan was also amended and restated effective June 1, 1986, effective April 1, 1989 and effective April 1, 1997. The Plan was last amended and restated effective April 1, 2009. The Plan is further amended and restated effective October 1, 2014.

Section 1.21. Self Employed Person.

A "Self Employed Person" means:

(a) A sole proprietor who is a Contributing Employer;

(b) A partner who is a Contributing Employer, regardless of the size of the partnership interest; or

(c) Anyone else whose ownership would, in the opinion of the Trustees, jeopardize the tax-exempt status of the Fund or violate provisions of ERISA.

Section 1.22. Service.

Each Employee will be credited with an hour of Service for each hour:

(a) For which an Employee is paid, or entitled to payment, for the performance of duties for the Employer. These hours shall be credited to the Employee for the computation period or periods in which the duties are performed; and

(b) For which an Employee is paid or entitled to payment, by an Employer, directly or indirectly, 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, layoff, leave of absence, illness or incapacity including disability but excluding any time compensated under a workers' compensation or unemployment compensation law or a plan pursuant to a mandatory disability benefits law and excluding any hours of non-work time in excess of 501 in any one continuous period. Two periods of paid non-work time shall be deemed continuous if they are compensated for the same reason (e.g., disability) and are not separated by at least ninety days. No more than 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 under this paragraph shall be calculated and credited pursuant to Section 2530.200b-2 of the Department of Labor Regulations, which are incorporated herein by this reference.; and

(c) For which back pay, irrespective of mitigation of damages is either awarded or agreed to by the Employer. The same hours of Service shall not be credited both under Paragraph (a) or Paragraph (b), as the case may be, and under this Paragraph (c). These hours shall be credited to the Employee for the computation period or periods to which the award or agreement pertains rather than the computation period in which the award, agreement or payment is made.

Where the Employer maintains the plan of a predecessor Employer, service for such predecessor Employer shall be treated as Service for the Employer.

Section 1.23. Spouse.

"Spouse" shall mean an individual to whom the Participant is legally married under state law or any foreign jurisdiction. In addition, for terminations occurring or Annuity Starting Dates beginning on or after June 26, 2013, the term "Spouse" includes individuals married to a person of the same gender who are legally married in a state that recognizes same sex marriages, even if the individuals are domiciled in a state that does not recognize such marriage. To the extent provided in a Qualified Domestic Relations Order, Spouse may mean a former Spouse of the Participant.

Spouse shall not mean domestic partners or individuals in civil unions.

Section 1.24. Trust Agreement.

"Trust Agreement" shall mean the Agreement and Declaration of Trust establishing the Carpenters District Council of Kansas City Pension Fund, effective April 1, 1968, and that instrument as from time to time amended.

Section 1.25. Trustees.

"Trustees" means the Trustees appointed in the Trust Agreement and their successors designated and appointed in accordance with the terms of the Trust Agreement, collectively acting as the Board of Trustees of the Carpenters District Council of Kansas City Pension Fund.

Section 1.26. Union.

"Union" means the United Brotherhood of Carpenters and Joiners of America, District Council of Kansas City and Vicinity, AFL CIO.

Section 1.27. Year of Participation.

For purposes of compliance with Part 2530 of the Department of Labor Regulations, a "Year of Participation" means a Plan Year in which a Participant has completed 2,000 hours of work in Covered Employment during the Contribution Period.

ARTICLE 2 PARTICIPATION

Section 2.1. Purpose.

This Article contains definitions to meet certain requirements of the Employee Retirement Income Security Act of 1974 (otherwise referred to as ERISA). It should be noted that once an Employee has become a Participant, the provisions of this Plan give the Employee credit in accordance with the rules of the Plan for some or all of the Employee's service before the Employee became a Participant.

Section 2.2. Participation.

(a) An Employee who was engaged in Covered Employment on the Restatement Date shall be considered a Participant in the Plan as of the date contributions were first made to the Fund on the Employee's behalf.

(b) An Employee who commences employment with an Employer after March 31, 1976 but before April 1, 1983 shall become a Participant in the Plan on the earliest April 1 or October 1 following the Employee's employment commencement date with a Contributing Employer.

(c) An Employee who commences employment with an Employer after April 1, 1983 shall become a Participant in the Plan on the earliest April 1 or October 1 following the completion of the first consecutive 12-month period in which the Employee completed at least 400 hours of Service in Covered Employment. The required hours may also be completed with any hours of Service in other employment with an Employer if that other employment is Continuous with the Employee's Covered Employment with that Employer.

Section 2.3. Termination of Participation.

A person who incurs a One Year Break in Service (defined in Subsection 4.4(b) shall cease to be a Participant as of the last day of the Plan Year which constituted the One Year Break, unless such Participant is a Pensioner, or has acquired the right to a pension (other than for disability), whether immediate or deferred.

Section 2.4. Reinstatement of Participation.

An Employee who has lost status as a Participant in accordance with Section 2.3 shall again become a Participant by meeting the requirements of Section 2.2 on the basis of Service after the Plan Year during which the Employee's participation terminated. An Employee who meets these requirements shall be considered a Participant retroactively as of the Employee's re-employment commencement date in Covered Employment.

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

ARTICLE 3 PENSION ELIGIBILITY AND AMOUNTS

Section 3.1. General.

This Article sets forth the eligibility conditions and benefit amounts for the different types of pensions provided by this Plan. The accumulation and retention of Pension Credits for eligibility are subject to the provisions of Article 4. The benefit amounts are subject to reduction on account of the Qualified Joint and 50% Survivor Pension (Article 5). Entitlement of an eligible Participant to receive pension benefits is subject to the Participant's retirement and application for benefits, as provided in Article 6.

Eligibility depends on Pension Credits, which are defined in Section 4.2 or Years of Vesting Service, which are defined in Section 4.3.

Section 3.2. Regular Pension Eligibility.

(a) For retirements effective before April 1, 1987, a Participant shall be entitled to retire on a Regular Pension if the Participant meets the following requirements:

(1) The Participant has attained age 65, and

(2) (A) The Participant has at least 10 Pension Credits and has at least 1,200 hours of contributions, not lost to a Permanent Break in Service, paid to the Fund on such Participant's behalf in any three consecutive Plan Year period,

or

(B) The Participant has at least 7,500 hours of contributions, not lost due to a Permanent Break in Service, made to the Fund on such Participant's behalf.

(b) For retirements effective between April 1, 1987 and March 31, 1988, a Participant shall be entitled to retire on a Regular Pension if the Participant meets the following requirements:

(1) The Participant has attained age 63, and

(2) (A) The Participant has at least 10 Pension Credits and has at least 1,200 hours of contributions, not lost to a Permanent Break in Service, paid to the Fund on such Participant's behalf in any three consecutive Plan Year period, or

(B) The Participant has at least 7,500 hours of contributions, not lost due to a Permanent Break in Service, made to the Fund on such Participant's behalf.

(c) For retirements between April 1, 1988 and March 31, 1990, a Participant shall be entitled to retire on a Regular Pension if the Participant meets the following requirements:

(1) The Participant has attained age 62, and

(2) (A) The Participant has at least 10 Pension Credits and has at least 1,200 hours of contributions, not lost to a Permanent Break in Service, paid to the Fund on such Participant's behalf in any three consecutive Plan Year period, or

(B) The Participant has at least 7,500 hours of contributions, not lost due to a Permanent Break in Service, made to the Fund on such Participant's behalf.

(d) For retirements effective between April 1, 1990 and March 31, 1997, a Participant shall be entitled to retire on a Regular Pension if the Participant meets the following requirements:

(1) The Participant has attained age 61, and

(2) (A) The Participant has at least 10 Pension Credits and has at least 1,200 hours of contributions, not lost to a Permanent Break in Service, paid to the Fund on such Participant's behalf in any three consecutive Plan Year period, or

(B) The Participant has at least 7,500 hours of contributions, not lost due to a Permanent Break in Service, made to the Fund on such Participant's behalf.

(e) For retirements on or after April 1, 1997, a Participant shall be entitled to retire on a Regular Pension if the Participant meets the following requirements:

(1) The Participant has attained age 61, and

(2) (A) The Participant has at least 5 Pension Credits (provided the Participant works one or more hours in Covered Employment after March 31, 1997) and has at least 1,200 hours of contributions, not lost to a Permanent Break in Service, paid to the Fund on the Participant's behalf in any three-consecutive Plan Year period, or

(B) The Participant has at least 10 Pension Credits (for Participants who do not work one or more hours in Covered Employment after March 31, 1997) and has at least 1,200 hours of contributions, not lost to a Permanent Break in Service, paid to the Fund on such Participant's behalf in any three-consecutive Plan Year period, or

(C) The Participant has at least 7,500 hours of contributions, not lost due to a Permanent Break in Service, made to the Fund on such Participant's behalf.

Section 3.3. Regular Pension—Amount.

(a) For Participants who initially retire on or after April 1, 2007 and who have not separated from Covered Employment (as defined in Section 3.16), the monthly amount of the Regular Pension shall be calculated by adding (1), (2), (3), (4), (5), and (6) below:

(1) The amount determined by multiplying the number of Pension Credits earned before the Contribution Date, up to a maximum of 20, by $2.00.

(2) The amount determined by multiplying the Contributions required to be made to the Fund on a Participant's behalf during the Contribution Period between April 1, 1968 and March 31, 2000 by 3.65%.

(3) The amount determined by multiplying Contributions required to be made to the Fund on the Participant's behalf during the Contribution Period between April 1, 2000 and March 31, 2005 by 3.35%.

(4) The amount determined by multiplying Contributions required to be made to the Fund on the Participant's behalf during the Contribution Period between April 1, 2005 and March 31, 2006 by 2.5%, excluding Funding Contributions.

(5) The amount determined by multiplying Contributions required to be made to the Fund on the Participant's behalf during the Contribution Period between April 1, 2006 and March 31, 2007 by 2.3%, excluding Funding Contributions.

(6) The amount determined by multiplying Contributions required to be made to the Fund on the Participant's behalf during the Contribution Period on or after April 1, 2007 by 1.5%, excluding Funding Contributions.

(b) For Participants who initially retire between April 1, 2006 and March 31, 2007 and who have not separated from Covered Employment (as defined in Section 3.16), the monthly amount of the Regular Pension shall be calculated by adding (1), (2), (3), (4), and (5) below:

(1) The amount determined by multiplying the number of Pension Credits earned before the Contribution Date, up to a maximum of 20, by $2.00.

(2) The amount determined by multiplying the Contributions required to be made to the Fund on a Participant's behalf during the Contribution Period between April 1, 1968 and March 31, 2000 by 3.65%.

(3) The amount determined by multiplying Contributions required to be made to the Fund on the Participant's behalf during the Contribution Period between April 1, 2000 and March 31, 2005 by 3.35%.

(4) The amount determined by multiplying Contributions required to be made to the Fund on the Participant's behalf during the Contribution Period between April 1, 2005 and March 31, 2006 by 2.5%, excluding Fund Contributions.

(5) The amount determined by multiplying Contributions required to be made to the Fund on the Participant's behalf during the Contribution Period between April 1, 2006 and March 31, 2007 by 2.3%, excluding Funding Contributions.

(c) For Participants who initially retire between April 1, 2005 and March 31, 2006 and who have not separated from Covered Employment (as defined in Section 3.16), the monthly amount of the Regular Pension shall be calculated by adding (1), (2), (3), and (4), below:

(1) The amount determined by multiplying the number of Pension Credits earned before the Contribution Date, up to a maximum of 20, by $2.00.

(2) The amount determined by multiplying the Contributions required to be made to the Fund on a Participant's behalf during the Contribution Period between April 1, 1968 and March 31, 2000 by 3.65%.

(3) The amount determined by multiplying Contributions required to be made to the Fund on the Participant's behalf during the Contribution Period between April 1, 2000 and March 31, 2005 by 3.35%.

(4) The amount determined by multiplying Contributions required to be made to the Fund on the Participant's behalf during the Contribution Period on or after April 1, 2005 by 2.5% excluding Funding Contributions.

(d) For Participants who initially retire between April 1, 2000 and March 31, 2005 and who have not separated from Covered Employment (as defined in Section 3.16), the monthly amount of the Regular Pension shall be calculated by adding (1), (2), and (3) below:

(1) The amount determined by multiplying the number of Pension Credits earned before the Contribution Date, up to a maximum of 20, by $2.00.

(2) The amount determined by multiplying the Contributions required to be made to the Fund on a Participant's behalf during the Contribution Period between April 1, 1968 and March 31, 2000 by 3.65%.

(3) The amount determined by multiplying Contributions required to be made to the Fund on the Participant's behalf during the Contribution Period on or after April 1, 2000 by 3.35%.

(e) For Participants who initially retire between April 1, 1998 and March 31, 2000 and have not separated from Covered Employment (as defined in Section 3.16), the monthly amount of the Regular Pension shall be calculated by adding (1) and (2) below:

(1) The amount determined by multiplying the number of Pension Credits earned before the Contribution Date, up to a maximum of 20, by $2.00.

(2) The amount determined by multiplying the Contributions required to be made to the Fund on a Participant's behalf during the Contribution Period by 3.35%.

(f) For Participants who initially retire between April 1, 1994 and March 31, 1998 and have not separated from Covered Employment (as defined in Section 3.16), the monthly amount of the Regular Pension shall be calculated by adding (1) and (2) below:

(1) The amount determined by multiplying the number of Pension Credits earned before the Contribution Date, up to a maximum of 20, by $2.00.

(2) The amount determined by multiplying the Contributions required to be made to the Fund on a Participant's behalf during the Contribution Periods by the appropriate percentage, as shown below:

Contribution Period	Percentage
Between April 1, 1968 and March 31, 1983	2.2%
Between April 1, 1983 and March 31, 1990	2.8%
On and after April 1, 1990	3.35%

(g) For Participants who initially retire before April 1, 1994, the monthly amount of the Regular Pension shall be determined in accordance with the terms of the Plan in effect at that time.

(h) Effective April 1, 2005, the term "Contributions" as used in this Section 3.3 shall mean payments made or required to be made to the Trust Fund by an Employer at the rate specified in the Collective Bargaining Agreement or other applicable agreement relating to this Pension Plan.

(i) The term "Funding Contributions" shall mean that portion, if any, of the Contributions, designated for the sole purpose of increasing general Plan assets, and not applied to the accrual of benefits.

(1) Prior to May 1, 2012, the amount of the Funding Contribution was determined separately for different collective bargaining agreements requiring contributions to the Fund.

(2) Effective May 1, 2012, the Funding Contribution is twenty-eight percent (28%) of the Employer Contributions made on a Participant's behalf for work in Covered Employment performed on or after May 1, 2012.

(2) Effective May 1, 2013, the Funding Contribution is thirty-three percent (33%) of the Employer Contributions made on a Participant's behalf for work in Covered Employment performed on or after May 1, 2013.

Section 3.4. Service Pension.

A Participant shall be entitled to retire on a Service Pension, calculated in accordance with Section 3.3, at any age, except as otherwise specified in this Section 3.4, if such Participant meets the following requirements:

(a) The Participant retires on or after April 1, 1995 and has at least 31 Pension Credits earned under the jurisdiction of this Fund; or

(b) The Participant retires between April 1, 1994 and March 31, 1995 and has at least 32 Pension Credits earned under the jurisdiction of this Fund; or

(c) The Participant retires between April 1, 1991 and March 31, 1994 and has at least 35 Pension Credits earned under the jurisdiction of this Fund.

For purposes of this Section 3.4, a Pension Credit shall not include credits recognized under Section 3.15, Reciprocal Pensions.

A Participant who works their first hour of Service in Covered Employment on or after April 1, 2013, must attain age 55 in addition to meeting the Pension Credit requirement in order to be eligible for a Service Pension.

Section 3.5. Early Retirement Pension—Eligibility.

A Participant shall be entitled to retire on an Early Retirement Pension if such Participant meets the following requirements:

(a) The Participant has attained age 55, and

(b) (1) The Participant has at least 5 Pension Credits (provided Participant works one or more hours in Covered Employment after March 31, 1997) and has had at least 1,200 hours of contributions, not lost due to a Permanent Break in Service, paid to the Fund on such Participant's behalf in any three consecutive Plan Year period, or

(2) The Participant has had at least 10 Pension Credits (for Participants who do not work one or more hours in Covered Employment after March 31, 1997) and has at least 1,200 hours of contributions, not lost to a Permanent Break in Service, paid to the Fund on such Participant's behalf in any three-consecutive Plan Year period, or

(3) The Participant has at least 7,500 hours of contributions, not lost due to a Permanent Break in Service, paid to the Fund on such Participant's behalf.

Section 3.6. Early Retirement Pension—Amount.

(a) For retirements effective before April 1, 1987, the monthly amount of the Early Retirement Pension is determined by reducing the amount of the Regular Pension which would be payable if the Participant were age 65 by 5% for each full year that the Participant is less than age 65 on the Effective Date of the Participant's Early Retirement Pension.

(b) For retirements between April 1, 1987 and March 31, 1988, the monthly amount of the Early Retirement Pension is determined by reducing the amount of the Regular Pension which would be payable if the Participant were age 63 by 5% for each full year that the Participant is less than age 63 on the Effective Date of the Participant's Early Retirement Pension.

(c) For retirements between April 1, 1988 and March 31, 1990, the monthly amount of the Early Retirement Pension is determined by reducing the amount of the Regular Pension which would be payable if the Participant were age 62 by 5% for each full year that the Participant is less than age 62 on the Effective Date of the Participant's Early Retirement Pension.

(d) For retirements on or after April 1, 1990 the monthly amount of the Early Retirement Pension is determined by reducing the amount of the Regular Pension which would be payable if the Participant were age 61 (rounded to the nearest age) by 5% for each full year that the Participant is less than age 61 (rounded to the nearest age) on the Effective Date of the Participant's Early Retirement Pension.

Section 3.7. Vested Pension—Eligibility and Amount.

A Participant with one or more hours of Service in Covered Employment on or after April 1, 1997 shall have the right to a Vested Pension if the Participant has at least 5 years of Vesting Service. A Participant who does not meet this requirement shall have the right to a Vested Pension if the Participant has at least 10 Years of Vesting Service.

A Vested Pension shall be payable to a Participant who separates from Covered Employment in a year prior to retirement if such Participant satisfies the requirements of Section 3.2, 3.4 or 3.5. The amount of the Vested Pension is determined in accordance with Sections 3.3 or Section 3.6 as if the Participant returned in the year they separated from Covered Employment.

A Non-Bargained Employee shall be entitled to a Vested Pension if the Non-Bargained Employee meets the vesting requirements of Section 11.5.

Section 3.8. Disability Pension—Eligibility.

A Participant shall be entitled to retire on a Disability Pension if:

(a) The Participant becomes totally and permanently disabled before attainment of age 65, and

(b) The Participant has 15 Pension Credits (for disabilities effective prior to April 1, 2005, 10 Pension Credits), and

(c) The Participant has at least one Pension Credit earned during the Contribution Period, and

(d) The Participant was credited with at least 400 hours in Covered Employment for which contributions were required to be paid in one of the two Plan Years preceding the Plan Year in which the Participant became disabled.

Section 3.9. Disability Pension—Amount.

The monthly amount of the Disability Pension shall be the same as that of the Regular Pension, but in no event less than $50.00. Payments shall begin no later than the month following the completion of an application or the disability commencement date, whichever is later, subject to the application provisions of Article 6. For Total and Permanent Disabilities (as defined in Section 3.10) effective on or after April 1, 2005, the Disability Pension will be reduced by 5% for each year that the Participant is younger than age 61 with a maximum reduction of 50%.

Notwithstanding any provision of the Plan to the contrary, effective as of April 1, 1989, the Disability Pension will be paid as a Qualified Joint and 50% Survivor Pension, or a Joint and 75% or 100% Survivor Pension, subject to waiver in accordance with Section 5.2(e), or any other actuarially equivalent benefit payment form that would be available to the Participant under the Plan if the Participant were retiring at Normal Retirement Age (or, if the Participant is then eligible for it, Early Retirement).

In converting the accrued benefit of a Participant retiring with a Disability Pension to actuarially equivalent alternate payment forms, the following factors shall be used in lieu of the factors otherwise prescribed for those payment forms:

Qualified Joint and 50% Survivor Pension:	77.5% plus 0.4% for each year the Spouse is older or minus 0.4% for each year the Spouse is younger
Joint and 75% Survivor Pension:	70.0% plus 0.5% for each year the Spouse is older or minus 0.5% for each year the Spouse is younger.
Joint and 100% Survivor Pension:	63.0% plus 0.6% for each year the Spouse is older or minus 0.6% for each year the Spouse is younger.
Ten Year Certain Option:	83% plus or minus 0.3% for each year that benefits commence before age 60.

Section 3.10. Definition of Total and Permanent Disability.

Total disability shall mean the Participant is totally unable, as a result of bodily injury or disease or mental condition, to engage in any further employment or gainful pursuit of any kind, and such disability will be permanent and continuous for the remainder of the Participant's life. The Trustees shall be the sole judges of total and permanent disability and of the entitlement to a Disability Pension hereunder.

However, no Employee shall be deemed to be totally and permanently disabled for the purpose of the Plan if the Employee's incapacity consists of chronic alcoholism or addiction to narcotics or if such incapacity was contracted, suffered or incurred while the Employee was engaged in a felonious enterprise, or resulted therefrom, or resulted from an intentionally self inflicted injury, or from an injury, wound or disability incurred while serving with the Armed Forces of the United States, or from an injury, wound or disability suffered or arising out of a state of war.

Section 3.11. Proof of Total and Permanent Disability.

The Trustees may accept the certification of any two duly licensed medical practitioners who are not affiliated with the same medical practice, acceptable to the Board of Trustees, that the Participant is totally and permanently disabled, or the Trustees may require that the Participant applying for a Disability Pension submit to an examination by a physician or physicians selected by the Trustees and additionally may require such Participant to submit to reexamination periodically as the Trustees may direct. The Trustees may accept as evidence of total disability a determination by the Social Security Administration that the Participant is entitled to a Social Security Disability Benefit in connection with the Participant's Old Age and Survivors Insurance coverage.

Section 3.12. Earnings by a Disability Pensioner.

A Disability Pensioner shall report all and any earnings or income from any employment and the source thereof to the Trustees, in writing, within 15 days after the end of any month in which the Disability Pensioner has such earnings or income. If a Disability Pensioner fails to make timely reports as required in this Section, the Disability Pensioner shall be disqualified for benefits for 6 months in addition to the month or months in which the Disability Pensioner had earnings from employment or other gainful pursuit. This penalty shall apply to each such violation unless the Trustees determine there were extenuating circumstances, which prevented the Pensioner from making such timely filings.

Section 3.13. Cessation of Total Disability.

Any Participant retiring under the Disability Pension provisions of the Plan who subsequently ceases to be totally disabled may:

(a) Apply for an Early Retirement or Vested benefit, provided the Participant has fulfilled the requirements for such benefit. The benefit shall become payable for the month immediately following the month in which the Disability Pension shall terminate, and the amount of the pension shall be based upon the Regular Pension amount utilized in calculating the Disability

Pension and on the attained age of the Pensioner as of the Annuity Starting Date of the Early Retirement or Vested Pension; or

(b) Return to Covered Employment and resume the accrual of Pension Credits.

Section 3.14. Benefit for Participant Active at Normal Retirement Age.

(a) A Participant who is actively engaged in Covered Employment on or after attainment of the Participant's Normal Retirement Age is eligible for a pension regardless of the Participant's years of Pension Credit and Vesting Service. The amount shall be determined in accordance with Section 3.3.

(b) A Participant shall not be deemed actively engaged in Covered Employment for the purpose of this Section 3.14 if at the time the Participant reaches Normal Retirement Age the Participant has separated from Covered Employment in accordance with Section 3.16, not followed by a minimum accrual of Pension Credit under Section 4.2.

Section 3.15. Reciprocal Pensions.

Reciprocal Pensions are provided under this Plan pursuant to the revised National Reciprocal Agreement made and entered into by and between the Board of Trustees of the Carpenters District Council of Kansas City Pension Fund and any other Boards of Trustees of Pension Funds or Plans participated in by Local Unions of the United Brotherhood of Carpenters and Joiners of America, AFL CIO, who may hereafter become parties to the revised National Reciprocal Agreement.

(a) **Purpose**

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

(b) **Related Plans**

By resolution duly adopted, the Trustees recognize one or more other pension plans, which have executed the revised National Reciprocal Agreement to which this Plan is a party, as a Related Plan.

(c) **Recognized Pension Credits**

The term "Recognized Pension Credits" shall mean those periods of Service during which credit is granted for benefit accrual purposes. "Recognized Pension Credits" shall not include credit which this Plan or a Related Plan grants for vesting purposes only under ERISA and which is not counted for benefit accrual. Pension Credits accumulated and maintained by a Participant under a Related Plan shall be recognized under this Plan as Recognized Pension Credits. Pension Credits under this Plan shall be based on the rules in effect in this Plan at the time the employment occurred.

(d) **Total Pension Credit**

The Pension Credit granted by this Plan and each Related Plan together comprise the Participant's Total Pension Credit. In no case will more than one year of Pension Credit be counted for any Plan Year.

If the Participant, in a Plan Year, has worked under this and one or more Related Plan(s), and accumulated fractional years of Pension Credit which together add up to more than one year of credit for that Plan Year, then the Pension Credit recognized under this Plan shall be limited to one year. Pension Credit will first be counted under the Plan, which provides the highest benefit level. The other Plan(s) shall count as Pension Credit the necessary fractional year(s), in declining benefit level order, which will bring the total to exactly one year of Pension Credit for the Participant.

(e) **Eligibility**

A Participant shall be eligible for a Reciprocal Pension under this Plan if the Participant satisfied all of the following requirements:

(1) The Participant would be eligible for any type of pension under this Plan (other than a Reciprocal Pension) if Participant's Total Pension Credit were treated as Pension Credit under this Plan.

(2) In addition to any other requirements necessary to be eligible under, Participant has, under this Plan, at least one year of Pension Credit based on actual employment during the Contribution Period.

(3) In the case of a Participant applying for a pension based on disability, the Participant is able to meet the definition of disability included in Section 3.10 of this Plan.

(4) A Reciprocal Pension will be paid by at least one Related Plan.

(f) **Election of Pension**

If a Participant is eligible for more than one type of pension under this Plan, the Participant shall be entitled to elect the type of pension the Participant is to receive from this Plan.

(g) **Reciprocal Pension Amount**

The monthly amount of a Reciprocal Pension payable by this Plan shall be determined in the same way as the Regular, Early Retirement, Disability or Vested Pension, whichever is applicable, based upon the benefit amounts in effect under this Plan during the period the Participant earned Pension Credit under this Plan. However, the amount of the Reciprocal Pension will be based on the Participant's Pension Credits under this Plan without regard to any minimum Pension Credits otherwise required for those types of pensions.

(h) **Payment of Reciprocal Pension**

The payment of a Reciprocal Pension shall be subject to all of the conditions contained in this Plan applicable to other types of pensions. If a Pensioner's benefit is suspended by this Plan or a Related Plan, it shall be suspended by all Plans. Any Plan suspending a Pensioner's benefit shall notify all other affected Plans. The obligation of this Plan is limited to pension benefits, including survivors' pensions after retirement payable as a result of election of a Joint and Survivor Pension or death benefits to the survivor of a Pensioner.

(i) **Benefit Increases**

If a Participant leaves the jurisdiction of this Plan and the benefit level in this Plan is later increased, benefits from this Plan shall be computed at the benefit level in effect at the time the Participant last earned Pension Credit under this Plan.

(j) **Breaks in Service**

In applying the rules of the Plan with respect to cancellation of Pension Credit, any period in which an employee has earned Recognized Pension Credit from a Related Plan shall not be counted in determining whether there has been a period of no Covered Employment sufficient to constitute a Break in Service under Section 4.4. Once the Employee stops earning Recognized Pension Credit, the Employee shall be subject to the Break in Service rules contained in Section 4.4, based solely on the Employee's Years of Vesting Service accumulated under this Plan.

Section 3.16. Separation from Covered Employment.

A Participant shall be deemed to have separated from Covered Employment at the end of a period of two consecutive Plan Years in which the Participant fails to work at least 400 hours in Covered Employment for which contributions are paid to the Fund in at least one of the two Plan Years, except if the Participant subsequently earns a minimum accrual of Pension Credit under Section 4.2.

Section 3.17. Non-duplication of Pensions.

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

Section 3.18. Rounding of Benefit Amounts.

If the calculation of any benefit amount due under this Plan results in an amount which is not an exact multiple of 50¢, then the amount so calculated shall be rounded by raising it to the next higher multiple of 50¢ and the rounded amount shall be payable.

Section 3.19. Small Benefit Cashouts

Effective for distributions on or after March 28, 2005, notwithstanding any other provision of this Plan, if the Actuarial Present Value of a benefit payable to a Participant under the Plan is $5,000 or less as of the date payment would start, the Trustees shall pay the benefit in the form of a lump sum equal to that value. Any distribution over $1,000 will require the Participant's consent thereto, unless it is made after Normal Retirement Age. If the Actuarial Present Value of the entire non-forfeitable benefit of a Participant or a Beneficiary is $1,000 or less as of the date the payment would commence, the Trustees may pay the benefit in a single sum without the Participant's consent. This Section shall not apply after payment of the Participant's pension has begun unless the Participant or Beneficiary consents in writing to the single-sum distribution.

ARTICLE 4 PENSION CREDITS AND YEARS OF VESTING SERVICE

Section 4.1. Purpose.

This Article defines the basis on which Employees are to accumulate Pension Credits and Years of Vesting Service. It also states under what circumstances such Pension Credits and Years of Vesting Service are canceled.

Section 4.2. Pension Credits.

(a) **For Employment before April 1, 1976**

(1) <u>During the Contribution Period</u>

For periods during the Contribution Period before April 1, 1976, a Participant shall be credited with Pension Credits on the basis of the Participant's hours of work in Covered Employment. One Pension Credit shall be granted for at least 400 hours of work in Covered Employment for which contributions were paid on the Participant's behalf to the Fund during a Plan Year.

(2) <u>Before the Contribution Period</u>

Pension Credit is recognized for years of work in Covered Employment during Plan Years before the Contribution Period. A Participant shall be credited with one Pension Credit for each Plan Year during the period April 1, 1948 through March 31, 1968 during which the Participant worked at least 400 hours in Covered Employment, up to a maximum of 20 such Pension Credits.

(A) It is recognized that it may be difficult or impossible for the Participant to prove that the Participant worked in Covered Employment prior to the Contribution Period. Therefore, the Trustees shall determine the amount of Pension Credit prior to the Contribution Period based on the best available evidence including but not limited to evidence that may be obtained from Employer records, Union records or Social Security records.

(B) The decision of the Trustees as to the amount of Pension Credits before the Contribution Period to be granted to a Participant shall be final and binding.

(b) **For Employment after March 31, 1976**

For periods after March 31, 1976, a Participant shall be credited with one Pension Credit for the completion of at least 400 hours of Service in Covered Employment for which contributions were required to be paid to the Fund during a Plan Year. If, in a Plan Year, a Participant completes a Year of Vesting Service but less than 400 hours of Service in Covered Employment the Participant shall be credited with a pro-rated portion of a full Pension Credit in the ratio of the Participant's hours of Covered Employment to 2,000 hours.

Effective for hours of Service in Covered Employment on or after April 1, 2013, solely for purposes of determining eligibility for a Service Pension under Section 3.4 of the Plan, the Participant must complete 700 hours of Service in Covered Employment to earn one Pension Credit. Pension Credits earned and benefits accrued prior to April 1, 2013, will not be affected by this change in the number of hours of Service in Covered Employment that is needed to earn one Pension Credit.

(c) **Pension Credit for Military Service**

(1) A Participant who leaves Covered Employment in order to serve in qualified military service as defined under the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA") shall be entitled to Pension Credits for such service in accordance with Code Section 414(u) if the Participant has met all the requirements under USERRA including applying for reemployment within the time required under USERRA. A Participant who satisfies the requirement of USERRA shall be entitled to Pension Credits for the period of qualified military service up to five years, unless a longer period is required under federal law. Pension Credits shall be granted for a maximum of 400 hours for each Plan Year. A Participant must call such Participant's claim for credit for military service to the attention of the Trustees and be prepared to supply the evidence that the Trustees will need in order to determine the Participant's rights. Credit for military service shall be paid out of the Trust Fund assets and shall not be charged to individual Employers.

(2) Effective January 18, 2006, if a Participant received a distribution of all or part of his benefits in connection with his or her qualified Uniformed Service, then the Participant may repay the distributed amounts upon reemployment. The repayment amount shall include any interest that would have accrued had the distribution not been made. The repayment may be made during the period beginning on the date of reemployment and

continuing for up to three times the Participant's length of Uniformed Service, but not to exceed the earlier of five years or termination of employment.

(3) Effective January 1, 2007, the Participant will be credited with Vesting Service, Pension Credits and Contributions for the period of qualified military service if he or she becomes disabled under Section 3.10 of the Plan or dies while in qualified military service, as defined above. Pension Credits for such a Participant shall be granted for a maximum of 400 hours for each Plan year while in qualified military service. In addition, if a Participant dies while in qualified military service, the Participant's eligibility for benefits described in Sections 5.4(b) and (c) of the Plan shall be determined as if the Participant had returned to Covered Employment on the date before his or her date of death.

Section 4.3. Years of Vesting Service.

(a) A Participant shall be credited with one Year of Vesting Service for each Plan Year during the Contribution Period (including periods before the Employee became a Participant) in which the Participant completed at least 400 hours of Service in Covered Employment. This rule is subject to provisions of Subsections (b) and (c).

(b) **Additions**

(1) If a Participant works for a Contributing Employer in a job not covered by this Plan and such employment is Continuous Employment with the Participant's employment with that Employer in Covered Employment, such hours of Service in such non-covered job during the Contribution Period after March 31, 1976 shall be counted toward a Year of Vesting Service.

(2) All Vesting Service, if any, for military service in the Armed Forces of the United States will be determined in accordance with the applicable Federal law.

(3) Hours of Service for an apprentice shall be counted toward a Year of Vesting Service from the date of employment with a Contributing Employer until contributions are required to be paid.

(c) **Exceptions**

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

(1) Years preceding a Permanent Break in Service as defined in Section 4.4(d) for periods prior to April 1, 1976.

(2) Years preceding a Permanent Break in Service as defined in Section 4.4(c).

Section 4.4. Breaks in Service.

(a) **General**

If a person has a Break in Service before the person has acquired the right to a pension (other than for disability) whether immediate or deferred, it has the effect of canceling that person's standing under the Plan, that is, that person's Participation, previously credited Years of Vesting Service, and previous Pension Credits. However, a break may be temporary, subject to repair by a sufficient amount of subsequent Service. A longer break may be permanent.

(b) **One-Year Break in Service**

(1) As of April 1, 1976, a person has a One Year Break in Service in any Plan Year in which that person fails to complete 400 hours of Service in Covered Employment.

(2) Time of employment with a Contributing Employer in non-covered employment after March 31, 1975, if creditable under Section 4.3(b), shall be counted as if it were Covered Employment in determining whether a Break in Service has been incurred.

(3) A One Year Break in Service is repairable, in the sense that its effects are eliminated, if, before incurring a Permanent Break in Service, the Employee subsequently reestablishes Participation in accordance with Section 2.4. Previously earned Years of Vesting Service, Pension Credits and contribution hours shall be restored. However, nothing in this paragraph (iii) shall change the effect of a Permanent Break in Service.

(c) **Permanent Break in Service after March 31, 1976 and before April 1, 1987**

A person has a Permanent Break in Service if such person has consecutive One Year Breaks in Service, including at least one after March 31, 1976 and the number of such consecutive One Year Breaks in Service equal or exceed the number of full Years of Vesting Service or Pension Credits earned during the Contribution Period, whichever is greater, with which such person had been credited.

In any event, however, a person shall not incur a Permanent Break in Service after March 31, 1987 until such person's consecutive One Year Breaks equal at least five.

(d) **Permanent Break in Service before April 1, 1976**

A person has a Permanent Break in Service before April 1, 1976 if such person fails to complete 400 hours of Service in Covered Employment for which contributions were paid to the Fund during a period of three consecutive Plan Years.

(e) **Effect of Permanent Break in Service**

A person who incurs a Permanent Break in Service as set forth in Subsection (c) or (d) above and who has not met the Service requirements for a Vested Pension, or who has not had at least 7,500 hours of Contributions made to the Fund on such person's behalf, or who has not otherwise met the requirements for any benefit payable under the Plan, shall have:

(i) Such person's participation canceled, new participation being subject to the provisions of Section 2.2, and

(ii) Such person's previous Pension Credits, Years of Vesting Service and hours of contributions canceled.

Section 4.5. Grace Periods.

It is recognized that, under defined circumstances, a Break in Service should not occur at the end of that specified period and a Grace Period shall be recognized. A Participant shall be granted a Grace Period if such Participant's failure to work in Covered Employment is due to:

(a) **Total Disability**

A Grace Period for each total and continuous disability will be allowed. In order to secure the benefit of a Grace Period, a Participant must give written notice to the Trustees, and no grace period shall be granted for any time prior to one year before the receipt of such written notice unless the Trustees find there were extenuating circumstances, which prevented a timely filing.

(b) **Parental Absence**

Effective after March 31, 1985, solely for the purpose of determining whether a One Year Break in Service has occurred, the absence of an Employee from Service by reason of (i) her pregnancy, (ii) birth of a child of the Employee, (iii) placement of a child with the Employee in connection with his or her adoption of the child, or (iv) care for such child for a period beginning immediately after such birth or placement shall be credited as hours of Service to the extent that hours of Service would have been credited but for such absence, (or, where that cannot be determined, eight hours of Service per day of absence) to a maximum of 400 hours for each such pregnancy, childbirth, or placement. The hours so credited shall be applied to the Plan Year in which such absence begins, if doing so will prevent the Employee from incurring a One Year Break in Service in that Plan Year; otherwise they shall be applied to the next Plan Year.

(c) **Family and Medical Leave**

Effective February 5, 1994, any leave of absence granted by an Employer, up to 12 (or 26, if applicable) weeks, that qualifies under the Family and Medical Leave Act (FMLA) shall not be counted as a Break in Service for purposes of determining eligibility and vesting.

The exceptions outlined in Subsection (a), (b), and (c) above are not intended to add to the Pension Credits of a Participant. They are intended to set forth periods, which may be disregarded in determining whether a Break in Service has occurred.

ARTICLE 5 JOINT AND SURVIVING SPOUSE PENSION

Section 5.1. General.

(a) If the Effective Date of a pension payable to a married Participant is after December 31, 1984, except as provided in Section 3.19 for small benefit cashouts, the benefit is to be paid as a Qualified Joint and 50% Survivor Pension unless:

(1) The Participant and Spouse elect otherwise in accordance with Section 5.2(e);

(2) The Spouse is not a Qualified Spouse as defined below; or

(3) The benefit is payable only in a single sum, under Subsection 5.4(a).

(b) If a married Participant with a right to a pension, whether immediate or deferred, dies after August 22, 1984 but before the Participant's pension payments have started, a Pre-retirement Joint and 50% Survivor Pension shall be payable as described in this Article.

(c) For purposes of the Plan, a Spouse is a person to whom a Participant is considered married under applicable law and, if and to the extent provided in a Qualified Domestic Relations Order (with the meaning of Section 206(d)(3) of ERISA and Section 414(p) of the Internal Revenue Code), a Participant's former Spouse.

(d) To be eligible to receive the survivor's pension in accordance with a Joint and 50%, 75% or 100% Survivor Pension or a Pre-retirement Joint and Surviving Spouse Pension, the Spouse must be a "Qualified Spouse." A Spouse is a Qualified Spouse if the Participant and Spouse were married on the date of the Participant's death and had been married throughout the year ending with the date the Participant's pension payments start or, if earlier, the date of death. A Spouse is also a Qualified Spouse if the Participant and Spouse became married within the year immediately preceding the date the Participant's pension payments start and they were married for at least a year before the Participant's death.

(e) When a Joint and 50% Survivor Pension or a Pre-retirement Surviving Spouse Pension is in effect, the Joint and 75% Survivor Pension, the Joint and 100% Surviving Pension, the Lump Sum Benefit (Section 5.4) and the Ten Year Certain Option (Section 5.5) shall not apply.

Section 5.2. Joint and Surviving Spouse Pension at Retirement

(a) The pension of a Participant who is married to a Qualified Spouse on the date the Participant's pension payments start shall be paid in the form of a Qualified Joint and 50% Survivor Pension, unless a valid waiver of that form of payment has been filed with the Plan. This includes a Disability Pension under Section 3.8 that is payable. For retirements effective on or after April 1, 1993, payments may be paid in the form of a Qualified Joint and 50% Survivor Pension, a Joint and 75% Survivor Pension and a Joint and 100% Survivor Pension. A valid waiver for the Qualified Joint and 50% Survivor Pension will still be required for that form of payment if another form of payment is elected.

(b) Under a Joint and Surviving Spouse Pension, the Participant will receive an adjusted monthly amount for life and, if the Participant dies before the Participant's Qualified Spouse, the latter will receive a monthly benefit for the Spouse's lifetime of 50%, or for retirements effective on or after April 1, 1993, 50%, 75% or 100% of the Participant's adjusted monthly amount, whichever the Participant has elected under this Subsection. The Participant's monthly amount otherwise payable as a single life pension will be adjusted as provided for in Subparagraphs of Section 5.2 (b)(1) through (b)(4).

(1) For the Joint and 50% Survivor Pension, if the Participant's pension is not a Disability Pension, the percentage shall be 88% plus 0.4% for each full year that the Spouse is older than the Participant or minus 0.4% for each full year that the Spouse is younger than the Participant.

If the Participant's pension is a Disability Pension, the percentage shall be 77.5% plus 0.4% for each full year that the Spouse is older than the Participant or minus 0.4% for each full year that the Spouse is younger than the Participant.

(2) For the Joint and 75% Survivor Pension, if the Participant's pension is not a Disability Pension, the percentage shall be 83.5% plus 0.5% for each full year that the Spouse is older than the Participant or minus 0.5% for each full year that the Spouse is younger than the Participant.

If the Participant's pension is a Disability Pension, the percentage shall be 70.0% plus 0.5% for each full year that the Spouse is older than the Participant or minus 0.5% for each full year that the Spouse is younger than the Participant.

(3) For the Joint and 100% Survivor Pension, if the Participant's pension is not a Disability Pension, the percentage shall be 79.0% plus 0.6% for each full year that the Spouse is older than the Participant or minus 0.6% for each full year that the Spouse is younger than the Participant.

If the Participant's pension is a Disability Pension, the percentage shall be 63.0% plus 0.6% for each full year that the Spouse is older than the Participant or minus 0.6% for each full year that the Spouse is younger than the Participant.

(4) In no event should the factors determined above exceed 99.9%.

(c) A Joint and 50%, 75% or 100% Survivor Pension, once payments commence, may not be revoked nor the Pensioner's benefits increased by reason of subsequent divorce from the Spouse, except as provided in Section 5.9(b).

(d) A retiring Participant shall be advised by the Trustees of the effect of payment on the basis of the Joint and 50%, 75% or 100% Survivor Pension, including a comparison of the full single life amount of the adjusted amount.

(e) The Qualified Joint and 50% Survivor Pension may be waived in favor of another form of distribution only as follows:

(1) The Participant files the waiver in writing in such form as the Trustees may prescribe, and the Participant's Spouse acknowledges the effect of the waiver and consents to a specific form of benefit elected by the Participant in writing, witnessed by a notary public or such representative of the Plan as the Trustees may designate for that purpose.

(2) The Participant establishes to the satisfaction of the Trustees that:

(A) Such Participant is not married;

(B) The Spouse whose consent would be required cannot be located; or

(C) Consent of the Spouse cannot be obtained because of extenuating circumstances, as provided in Internal Revenue Service Regulations.

(3) A waiver is valid only if a written explanation of the effect of the Joint and Survivor Pension has been provided to the Participant no earlier than 180 days before the Annuity Starting Date and no later than 30 days before the Annuity Starting Date. The Participant

may file a new waiver or revoke a previous waiver at any time during the 180-day period. Notwithstanding, benefits may commence before 30 days have elapsed from receipt of such written explanation provided that the Participant and Spouse consent, in writing, and distribution of the pension begins no sooner than seven days after the written explanation was provided to the Participant.

(4) A Spouse's consent to a waiver of the Joint and 50% Survivor Pension shall be effective only with respect to that Spouse, and shall be irrevocable unless the Participant revokes the waiver to which it relates.

(5) Effective June 1, 1986, a waiver of the Qualified Joint and 50% Survivor Pension described in this Article shall be void if:

(A) Someone other than the Participant's Qualified Spouse is named as Beneficiary under the Plan for any share of the Participant's account that would otherwise be payable as a Qualified Joint and 50% Survivor Pension, unless

(B) The Spouse acknowledged the designation of the non-Spouse Beneficiary with such Spouse's consent to the Participant's waiver of the Qualified Joint and 50% Survivor Pension, witnessed by a Plan representative or notary public.

Thereafter, any changes of Beneficiary shall be void if the Participant has a Qualified Spouse at the date of death unless the change of Beneficiary is consistent with the Spouse's written consent.

(6) Notwithstanding any other provisions of the Plan, a waiver of the Qualified Joint and 50% Survivor Pension shall not be effective if given more than 180 days before the Annuity Starting Date. However, the Participant may revoke a previous waiver and execute a new waiver at any time within 180 days of the date of filing an application for benefit, even if benefits have commenced.

(7) A Participant shall have 30 days after receiving the explanation of benefit options under the Plan to elect the form of benefit before the Annuity Starting Date. Notwithstanding, benefits may commence before the end of the 30 day period provided that the Participant and Spouse consent, in writing, and distribution of the pension begins more than seven days after the written explanation was provided to the Participant and Spouse.

(f) If the Qualified Joint and 50% Survivor Pension would be payable except for the fact that the Spouse is not a Qualified Spouse on the date the Participant's pension payments commence because the Participant and Spouse have not been married for at least a year at that time, pension payments to the Participant shall be made in the amount adjusted for the Joint and 50% Survivor Pension and if the Participant and Spouse have not been married to each other for at least a year before the death of the Participant, the difference between the amounts that have been paid and the amounts that would have been paid if the monthly amount had not been adjusted shall be paid to the Spouse, if then alive, and otherwise to the Participant's estate.

Section 5.3. Pre-Retirement Surviving Spouse Pension.

(a) If a Participant who has a Qualified Spouse dies after August 22, 1984 and before the Participant's pension payments start, a Pre-Retirement Surviving Spouse Pension shall be paid to the Participant's surviving Spouse provided:

(1) The Participant had met the Service requirements for a pension, whether immediate or deferred, and

(2) The Participant had at least one hour of Service after March 31, 1976.

(b) A Spouse is a Qualified Spouse for the purpose of this Section if the Participant and Spouse have been married to each other throughout the year immediately before the Participant's death, or if the couple were divorced after being married for at least one year and the former Spouse is required to be treated as a Spouse or surviving Spouse under a Qualified Domestic Relations Order.

(c) If the Participant described in (a) above died at a time when the Participant would have been eligible to begin receiving pension payments of a pension (other than a Disability Pension) had the Participant retired, the surviving Qualified Spouse shall be entitled to a lifetime benefit determined in accordance with the provisions of Section 5.2 as if the Participant had retired the day before the Participant died.

(d) If the Participant described in (a) above died before the Participant would have been eligible to begin receiving pension payments had the Participant retired (other than a Disability Pension), the surviving Qualified Spouse shall be entitled to a Pre-Retirement Surviving Spouse Pension determined as if the Participant had separated from Service under the Plan on the earlier of the date the Participant last worked in Covered Employment or the date of Participant's death, had survived to the earliest age at which a pension (other than a Disability Pension) would be payable to Participant under the Plan, retired at that age with an immediate Joint and 50% Survivor Pension, and died the next day. In other words, the Pre-Retirement Surviving Spouse Pension begins when the Participant would have attained the earliest retirement age for which the Participant would have qualified and the amount is 50% of what the Participant's pension amount would have been, after adjustment, if any, for the early retirement and for the Joint and 50% Survivor Pension form. The amount shall be determined under the terms of the Plan in effect when the Participant last worked in Covered Employment, unless otherwise expressly specified.

(e) Notwithstanding any other provision of this Article, a Pre-Retirement Surviving Spouse Pension shall not be paid in the form, manner or amount described above if the Actuarial Present Value of the benefit is $5,000 or less, and the Trustees shall make a single sum payment to the Spouse in an amount equal to that Actuarial Present Value as described in Section 1.1 in full discharge of the Pre-Retirement Surviving Spouse Pension.

(f) However, if a Qualified Surviving Spouse eligible for the Pre-Retirement Surviving Spouse Pension in accordance with Section 5.3 is eligible for the Lump Sum Benefit in accordance with Section 5.4, the Qualified Surviving Spouse shall be given the choice as to which benefit is to be paid. If the Qualified Surviving Spouse elects the Lump Sum Benefit, the amount of the benefits paid shall be no less than the Actuarial Present Value of the Pre-Retirement Surviving Spouse Pension as described in Section 5.3.

(g) Effective as of April 1, 1989, subject to Subparagraphs (1), (2), (3) and (4) below, the surviving Spouse of a Participant who dies before the Participant's Annuity Starting Date may apply for and receive the Pre-Retirement Surviving Spouse Pension to which the surviving Spouse is entitled on or after the earliest date on which the Participant could have retired and begun receiving pension benefits.

(1) If a Participant dies before reaching Normal Retirement Age, a Pre-Retirement Surviving Spouse Pension with respect to that Participant shall be paid starting as of no later than the first day of the month following the day the Participant would have reached Normal Retirement Age.

(2) If a Participant dies on or after Normal Retirement Age, any Pre-Retirement Surviving Spouse Pension with respect to that Participant shall be paid starting as of the first day of the second full month following the later of the month of the Participant's death or the month of the receipt of the death certificate.

(3) The Pre-Retirement Surviving Spouse Pension shall be payable to the surviving Spouse as a single life annuity unless another form has been properly elected, or unless such payment is subject to Section 3.19 regarding small benefit cashouts.

(4) If for any reason payments have not already begun as prescribed in this Subsection, payment of the Pre-Retirement Surviving Spouse Pension shall start by no later than December 31 of the calendar year in which the Participant would have attained age 70-1/2 or, if later, December 31 of the calendar year following the year of the Participant's death. If the Trustees confirm the identity and whereabouts of a surviving Spouse who has not applied for benefits by that time, payments to that surviving Spouse in the form of a single life annuity, subject to the small benefit cashout provisions of Section 3.19, will begin automatically as of that date.

(h) Notwithstanding any other provisions of the Plan, if the Annuity Starting Date for the Pre-Retirement Surviving Spouse Pension is after the Participant's earliest retirement date, the benefit shall be determined as if the Participant had died on the surviving Spouse's Annuity Starting Date after retiring with a Joint and 50% Survivor Pension the day before, taking into account any actuarial adjustments to the Participant's accrued benefit that would have applied as of that date.

(i) If a surviving Spouse dies before the Annuity Starting Date for the Pre-Retirement Surviving Spouse Pension, that benefit will be forfeited and, unless an alternate Beneficiary has been designated by the Participant, with the acknowledgement and consent of the Participant's Spouse, there will be no payments to any other party.

(j) Notwithstanding any other provision of the Plan, all survivor benefits shall comply with the limits of Section 401(a)(9) of the Internal Revenue Code and the incidental benefit rule and the regulations prescribed under them, including Sections 1.401(a)(9) 1 and 1.401(a)(9) 2 of the Proposed Treasury Regulations.

Section 5.4. Lump Sum Benefit.

(a) Upon Retirement. If a Pensioner dies while receiving monthly benefit payments, a Lump Sum Benefit shall be payable to the Pensioner's designated Beneficiary or, if none, to the Pensioner's Spouse or, if none, to Pensioner's child or children (as defined in (f), below) in equal shares or, if none, to Pensioner's estate provided the Joint and 50%, 75% or 100% Survivor Pension is not in effect or the Ten Year Certain and Life Option is not elected.

The amount of the Lump Sum Benefit shall be:

(1) Twenty (20) times the monthly benefit amount payable at the time of death up to a maximum of $2,500, less the total amount of benefits made to the Pensioner or, if greater,

(2) the total contributions received by the Fund on behalf of the Pensioner, less the total amount of benefits made to the Pensioner.

(b) Before Retirement. If a Participant who has earned at least 10 Pension Credits or who has had at least 7,500 hours, not lost due to a Permanent Break in Service, of contributions paid to the Fund on Participant's behalf dies while engaged in Covered Employment, a Lump Sum Benefit shall be payable to Participant's designated Beneficiary or, if none, to Participant's Spouse (subject to the provisions of Subsection 5.3(f); or, if none, to the Participant's child or children (as defined in (f), below) in equal shares; or, if none, to the Participant's estate.

The amount of the Lump Sum benefit shall be:

(1) Twenty (20) times the pension amount to which the Participant would have been entitled at the time of death up to a maximum of $2,500 or, if greater,

(2) The total contributions received by the Fund on behalf of the Participant.

(c) Death Benefit. If a non-vested Participant has worked at least 3,000 hours and at least 400 hours in the Plan Year in which such Participant dies or at least 400 hours in the preceding year, a Death Benefit of $1,500 shall be payable to such Participant's designated Beneficiary or, if none, to Participant's Spouse or, if none, to such Participant's child or children (as defined in (f), below) in equal shares; or, if none, to such Participant's estate.

(d) Notwithstanding any other provision in the Plan, if the Beneficiary is the Participant's Spouse, Lump Sum benefit payments shall commence no later than December 31 of the year the Participant would have attained age 70 1/2 paid over the life or life expectancy of the Spouse, as determined under Table V of Section 1.72-9 of the Treasury Regulations as of the date the payments commence, and benefits shall be actuarially increased for the delay.

(e) Notwithstanding any other provision in the Plan, if the Death Benefit is being paid to a Beneficiary other than the Participant's Spouse, payments shall be completed by December 31 of the fifth calendar year following the year of the Participant's death.

(f) For purposes of this Section and Section 5.5, “child” or “children” shall mean a natural child, a stepchild at the time of the Participant’s death, and an adopted child, irrespective of dependency.

Section 5.5. Ten Year Certain and Life Option.

(a) A Participant may elect to receive a benefit upon retirement in an amount actuarially equivalent to the Regular or Early Retirement Pension for which the Participant is eligible with the guarantee that if he should die before receiving 120 monthly payments of such pension, monthly pension payments will continue to the Participant’s Spouse or if none, to the Participant’s child or children (as defined in Section 5.4(f)), in equal shares; or, if none, to the Participant’s estate until a total of 120 payments have been made including payments made to the Pensioner.

(b) A pension, which is effective on January 1, 1984 or later, shall be adjusted by a factor, which is 91% plus 0.6% for each year the Participant’s age on the Effective Date is less than 65, or minus 1.2% for each year that the Participant’s age on the Effective Date is greater than 65. In no event shall the factor determined above exceed 99.9%.

(c) A Participant electing this option with an Annuity Starting Date on or after January 1, 1984 limits payment to a non-Spouse Beneficiary to a period of five years following the Participant’s death in accordance with Section 401(a)(9) of the Internal Revenue Service Code If payment to the non-Spouse Beneficiary pursuant to this optional form would, absent this limitation, continue for more than five years, the Actuarial Present Value of such payments shall be paid in 60 equal monthly payments.

(d) If, after the death of the Pensioner, the Spouse or child or children (as defined in Section 5.4 (f)) commence receiving monthly payments but subsequently die before the remaining payments have been made, a lump sum equal to the Actuarial Present Value of the balance of the monthly payments will be paid to the estate of the Spouse or child or children, whichever is applicable.

(e) In no event will the Ten Year Certain and Life Guarantee described in this Section be paid to the Beneficiary of a Participant who has a Joint and 50% Survivor Pension in effect on either the date of Participant’s death or the Effective Date of Participant’s pension.

Section 5.6. Application.

Application for survivor benefits shall be made on forms designated for that purpose by the Board of Trustees. A survivor benefit shall be payable on the first day of the month following the date of death, upon submission of proper proof of death and Beneficiary designated in a form satisfactory to the Trustees.

Section 5.7. Relation to Qualified Domestic Relations Order.

The rights of a former Spouse or other alternate payee under a Qualified Domestic Relations Order within the meaning of Section 206(d)(3) of ERISA and Section 414(p) of the Internal Revenue Code, with respect to a Participant's pension, shall take precedence over those of any later Spouse of the Participant under this Article at the time of retirement or death. An alternate payee who is assigned a benefit pursuant to a Qualified Domestic Relations Order may receive the assigned benefit in a form payable for the Participant's life or for the life of the alternate payee.

Effective January 1, 1987, the Trustees shall permit the payment of an actuarially equivalent benefit to a Spouse during such Spouse's lifetime where the benefit is actuarially equivalent to the benefit that would otherwise be paid to the Alternate Payee, based on the Participant's life.

Section 5.8. Trustees' Reliance.

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

Section 5.9. Pop up Provisions.

(a) If a Spouse predeceases a Participant after March 31, 1990, and after the Qualified Joint and 50% Survivor Pension has commenced, or for retirements effective on or after April 1, 1993, after the Joint and 50%, 75% or 100% Survivor Pension has commenced, the Joint and Survivor Pension shall cease to be effective as of the date of the Spouse's death. The Pensioner shall then have the Pensioner's monthly pension amount increased to the amount that would have been payable had the Pensioner and Spouse waived the Joint and 50% Survivor Pension or not elected the Joint and 75% Survivor Pension or the Joint and 100% Survivor Pension at the time of Pensioner's retirement. This increase in the amount of the monthly pension amount shall commence with the month following the month in which proof of the Spouse's death has been filed with the Trustees.

(b) If the Participant's benefit is paid in the form of a Qualified Joint and 50% Survivor Pension, or for retirements effective on or after April 1, 1993, if the Participant's benefit is paid in the form of a Joint and 50%, 75% or 100% Survivor Pension, and the Participant and Spouse are subsequently divorced, the Spouse on the Annuity Starting Date of the Joint and 50%, 75% or 100% Survivor Pension will continue to be entitled to the Joint and Survivor Pension benefit unless the Spouse waives such benefit or a Qualified Domestic Relations Order, as defined under Section 206(3)(d) of ERISA and Section 414(p) of the Internal Revenue Code, provides otherwise, in which case the Pensioner shall have his pension amount increased to the amount that would have been payable had the Participant and Spouse waived the Qualified Joint and 50% Survivor Pension or not elected the Joint and 75% or 100% Survivor Pension at the time of the Pensioner's retirement. This increase in the amount of the monthly pension shall apply to divorces, which occurred before and after March 31, 1990, and shall begin with the month following the month in which proof of the divorce is filed with the Trustees.

Section 5.10. Voluntary Lump Sum Cash-Out.

Effective for elections made on or after May 17, 2004, if the Actuarial Present Value of the benefit payable is more than $5,000 and not greater than $10,000, the Participant may elect to receive a lump sum payment upon retirement. This payment option shall be in lieu of the single-life pension (for an unmarried Participant) or the Qualified Joint and Survivor Pension (for a married Participant). Such benefit is payable if the single-life pension is rejected by the Participant or the Qualified Joint and Survivor Pension is rejected by the Participant and the Spouse in accordance with Section 5.2(e) of the Plan.

The Voluntary Lump Sum Cash-Out benefit amount shall be calculated using the Applicable Interest Rate and Applicable Mortality Table as set forth in Section 1.1 of the Plan.

Section 5.11. Written Explanation of Benefits.

A retiring Participant shall be provided no less than 30 days and not more than 180 days prior to the Annuity Starting Date a written explanation of:

(a) The terms and conditions of a 50%, 75% and 100% Joint and Surviving Spouse Pension;

(b) The Participant's right to make, and the effect of, an election to waive the Joint and Surviving Spouse Pension form of benefit;

(c) The rights of a Participant's Spouse;

(d) The right to make, and the effect of, a revocation of a previous election to waive the Joint and Surviving Spouse Pension;

(e) The relative values of the various optional forms of benefit under the Plan; and

(f) The right to defer any distribution and the consequences of failing to defer distribution of benefits including a description of how much larger benefit will be if the commencement of distributions is deferred.

ARTICLE 6 APPLICATIONS, BENEFIT PAYMENTS, RETIREMENT AND BENEFIT SUSPENSION

Section 6.1. Applications and Claims for Benefits.

A claim for pension benefits must be applied for in writing and filed with the Trustees in advance of the date pension benefits are to commence. To start the process, an application need not be formally complete provided it gives notice to the Trustees of the applicant's intention to retire and desire to begin to receive pension payments. However, to complete the process, a claim must be filed. A claim for benefits is a written request for payment of benefits from the Fund, which includes a **completed application**. A claim for benefits is filed when all information required to make a determination is submitted. A claim must be submitted before the Annuity Starting Date.

A claim for total and Permanent Disability Benefits must be applied for in writing, on a form approved by the Trustees. An approved application form is available at the Fund Office. The claim may be made by the Participant or his duly authorized representative.

An authorized representative is a person whose name has been submitted by the Participant, in writing to the Trustees. Any references to claimant in the following Sections also apply to authorized representatives.

Section 6.2. Information and Proof.

Every Participant, Beneficiary or Pensioner shall furnish, at the request of the Trustees, any information or proof reasonably required to determine that person's benefit rights. If the claimant makes a willfully false statement material to that person's application or furnishes fraudulent information or proof material to that person's claim, benefits may be denied, suspended, or discontinued (subject to the provision of Section 6.14). The Trustees shall have the right to recover any benefit payments made in reliance on any willfully false or fraudulent statement, information, or proof submitted by a Participant, Beneficiary or Pensioner.

Section 6.3 Timing of Notification of Benefit Determination.

If a claim for benefits other than disability benefits is denied, in the whole or in part, the Trustees will notify the claimant of the adverse benefit determination no later than ninety (90) days after receipt of the claim by the Trustees. If an extension of time is necessary for processing the claim, an extension of no more than ninety (90) days may apply. Notification of the extension will be sent to the claimant before the end of the initial ninety (90) day period. The extension notice will state the special circumstances requiring the extension of time and the date by which a determination is expected to be rendered.

If a claim for disability benefits is denied, in whole or in part, the Trustees will notify the claimant within a reasonable time, not to exceed forty-five (45) days after receipt of the claim by the Trustees. If special circumstances exist that are beyond the control of the Trustees, such as the need for a hearing, the Trustees will notify the claimant of an extension of this deadline. The notice will be received by the claimant before the initial forty-five (45) day period has expired. The extension will not be longer than thirty (30) days.

If special circumstances that are beyond the control of the Trustees still exist and a second extension is necessary, the Trustees will notify the claimant before the first extension period expires. The second extension will not be longer than thirty (30) days. If the claimant files an incomplete claim for disability benefits, the time count will be tolled on the day the Trustees send the claimant notice of the incomplete claim. The time count will begin to run again at the earlier of: (1) the date the claimant responds to the notice; or (2) forty-five (45) days from the date the notice was sent. Any notification of extension of time for the Trustees' decision will be in writing. It will describe the standards on which the claimant's entitlement to benefits is based. It will identify any unresolved issues that prevent a decision on the claim. Additionally, it will identify any additional information needed from the claimant in order for the Trustees to resolve the identified issues.

Section 6.4 Notification of Denial of Benefits.

If a claim for benefits is approved, the Trustees will notify the claimant to arrange for payment of benefits.

If a claim for benefits is denied, the Trustees will issue a notification of denial of benefits to the claimant. The notice will be in writing and will include the specific reason(s) for the denial. The notice will explain which specific Plan provisions were relied on to make the decision, a description of any information that may be needed by the Trustees, a description of the review procedures and the time limits applicable to the claim, as well as the claimant's rights in appealing a claim that is denied, in whole or in part.

Section 6.5. Action of Trustees.

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

Wherever in the Plan the Trustees are given discretionary powers, the Trustees shall exercise such powers in a uniform and non-discriminatory manner.

All questions or controversies of whatsoever character arising in any manner or between any parties or persons in connection with this Plan or its operation, whether as to any claim for benefits, as to the construction of language of this Plan or any rules and regulations adopted by the Trustees, or as to any writing, decision, instrument or account in connection with the operation of the Plan or otherwise, shall be submitted to the Board of Trustees for decision. In the event a claim for benefits has been denied, no lawsuit or other action against the Fund or its Trustees may be filed until the matter has been submitted for review under the ERISA-mandated review procedure set forth in Section 6.6. The decision on review shall be binding upon all persons dealing with the Plan or claiming any benefit hereunder, except to the extent that such decision may be determined to be arbitrary or capricious by a court or arbitrator having jurisdiction over such matter.

Section 6.6. Right of Appeal.

A claimant or a claimant's duly authorized representative may request a review of the denial of the claim to the Board of Trustees. The Trustees may delegate responsibility for appeals to the Appeal Committee of the Board of Trustees. The Board or Committee will conduct a full and fair review. The request for review must be made by written application. For claims other than disability benefits, the request must be made within sixty (60) days after receipt by the claimant of written notification of denial of a claim.

For disability claims, the request must be made within one hundred (180) days, after receipt by the claimant of written notification of denial of a claim.

No request for review shall be considered by the Board or the Committee subsequent to the sixty (60) or one hundred eighty (180) day period, as applicable. Failure to comply with the mandatory appeal process may constitute a failure to exhaust administrative remedies

A claimant or such claimant's duly authorized representative may, in writing:

(a) Request a review of the denial of such a claim upon written application to the Plan;

(b) Review and copy pertinent documents; and

(c) Submit issues, comments, documents, records, or other information in writing. All information submitted will be considered in review of the claim, regardless of whether the information was submitted and/or considered in the initial benefit determination.

For disability claims, on request, the Trustees will provide, free of charge, reasonable access to copies of all documents, records, or other information relevant to the claim, as defined by the United States Department of Labor Regulations found at 29 CFR Part 2650, Section 2650.503-1 (m)(8)), as well as a copy of any internal rule, guidelines, protocol, or criteria relied upon by the Trustees in the denial of the disability claim.

As part of such written request for review, a claimant may request a hearing from the Trustees or Committee.

Section 6.7 Timing of Notification of Decision on Appeal.

In the case of a claim for benefits other than disability, if a hearing is not requested, the Board or Committee shall make a prompt decision on the review of the claim and shall notify the claimant of the decision within sixty (60) days after receipt of the request for review unless special circumstances, such as the need to hold a hearing, requires an extension of time for processing, in which case a decision shall be rendered as soon as possible but not later than one hundred twenty (120) days after receipt of a request for review.

The Board or Committee shall hold regularly scheduled quarterly meetings.

In the case of a claim for disability benefits, a decision shall be made by the Board or Committee no later than the date of the regularly scheduled meeting of the Committee or Board which immediately follows the Trustees' receipt of request for review unless the request for review is filed within thirty (30) days preceding the date of such meeting. In such case, a decision may be made by not later than the date of the second meeting following the Trustees' receipt of the second request for review. If special circumstances (such as the need to hold a hearing) require a further extension of time for processing, a decision shall be rendered not later than the third meeting of the Committee or Board following the Trustees' receipt of the request for review. If such an extension of time for review is required because of special circumstances, written notice of the extension shall be furnished to the claimant prior to the commencement of the extension. The notice will state that an extension of time is needed, a description of all special circumstances that exist, and the date the expected decision will be made.

All time guidelines begin to run as soon as the written appeal is received by the Trustees. However, if the appeal contains incomplete information, the time period for the Board or Committee determination is tolled on the date that the Board or Committee sends the claimant notice of the incomplete nature of the appeal. The time period does not begin to run again until the earlier of: (1) the date the claimant or authorized representative responds to the request for additional information or (2) the date that the time for responding to the request for additional information runs out.

Section 6.8 Notification of Denial of Benefits.

The decision on review or upon hearing shall be in writing and shall include specific reasons for the decision written in a manner calculated to be understood by. the claimant as well as specific reference to the pertinent Plan provisions on which the decision is based. For claims other than disability, the decision on review or upon hearing shall be furnished to the claimant within the times set forth above. If the decision is not furnished within such time, the claim shall be deemed denied on review. For disability claims, the decision on review or upon hearing will be furnished to the claimant within five (5) business days after the decision has been made. In the case of a whole or partial denial, the claimant is entitled to the same rights, disclosures, and access to information that the claimant would receive in the denial of the original claim, plus any additional information discovered during appeal. If the decision is not furnished within such time, the claim shall be deemed denied on review.

Section 6.9 Special Rules for Disability Claims.

A claimant will not be charged any fee or cost to file a claim or participate in any mandatory review process offered by the Plan. A claimant has the right to a full and fair review of the benefits determination. No deference will be given to the initial adverse decision. The decision will be reviewed by someone who was not the initial decision maker or his subordinate. If the decision was based on medical judgment, the reviewing party will consult an appropriately educated, trained, and experienced health care professional in reviewing the decision. The Board or Appeal Committee may rely on outside medical, vocational, and legal advice to resolve issues on appeal.

A claimant will be provided with the identity of any medical professional consulted in regard to the claim, regardless of whether his or her opinion was used in the determination. The medical professional consulted will not be the same professional or a subordinate of the professional who was consulted in the initial adverse determination.

After a claimant has completed the mandatory level of review, the claimant has the right to pursue a private cause of action to contest any adverse benefit determination pursuant to ERISA Section 502(a), 29 U.S.C. Section 1001 et. seq.

A claimant and the Plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be available is to contact your local United States Department of Labor Office and your State insurance department.

A claimant, or a person acting in the Claimant's behalf, may be precluded from bringing a lawsuit to recover benefits covered under this Plan if the claimant does not request a review in the manner set forth herein.

Section 6.10. Benefit Payments Generally.

(a) A Participant who is eligible to receive benefits under this Plan and who makes application in accordance with the rules of the Pension Plan shall be entitled upon retirement to receive the monthly benefits provided for the remainder of the Participant's life, subject to the other provisions of this Plan. An alternate payee who is assigned a benefit pursuant to a Qualified Domestic Relations Order may receive the assigned benefit in a form payable for the Participant's life or for the life of the alternate payee.

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

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

(1) The end of the Plan Year in which the Participant attained Normal Retirement Age, or

(2) The date the Participant's claim for benefits is approved.

In any event, the Trustees need not make payment before they are first able to ascertain entitlement to, or the amount of, the pension.

(d) Effective as of April 1, 1989, if the Annuity Starting Date is after the Participant's Normal Retirement Age, the monthly benefit will be the accrued benefit at Normal Retirement Age, actuarially increased for each complete calendar month between Normal Retirement Age and the Effective Date of the Pension, for which benefits were not suspended pursuant to Section 6.8, and then converted as of the Effective Date of the pension to the benefit payment form elected in the pension application or to the automatic form of a Qualified Joint and 50% Survivor Pension under Section 5.1, if no other form is elected.

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

(2) The actuarial increase will be 1% per month for the first sixty (60) months after Normal Retirement Age and 1.5% per month for each month thereafter.

(3) For purposes of this paragraph, a pension shall not be considered due and payable for any month in which the Participant is engaged in Disqualifying Employment as defined in Section 6.13(b).

(e) Notwithstanding any provision of the Plan to the contrary, effective April 1, 1989, the Fund will begin benefit payments to all Participants by their Required Beginning Date, whether or not they apply for benefits.

(f) If a Participant who is definitely located fails to file a completed application for benefits on a timely basis, the Fund will establish the Participant's Required Beginning Date as the Annuity Starting Date and begin payments as follows:

(1) If the Actuarial Present Value of the Participant's benefit (determined in accordance with Section 3.19, on small benefit cashouts) is no more than $5,000, in a single sum payment.

(2) In any other case, in the form of a Joint and 50% Survivor Pension calculated on the assumptions that the Participant is and has been married for at least one year by the date payments start and that the husband is four years older than the wife. Effective for terminations occurring and Annuity Starting Dates beginning on or after June 26, 2013, the assumption in the preceding sentence will be that the Participant and Spouse are the same age if they are of the same gender.

(3) The benefit payment form specified here will be irrevocable once it begins, with the sole exception that it may be changed to a single life annuity if the Participant proves that the Participant did not have a Qualified Spouse (including an Alternate Payee under a Qualified Domestic Relations Order) on the Required Beginning Date; also, the amounts of future benefits will be adjusted based on the actual age difference between the Participant and Spouse if proven to be different from the foregoing assumptions.

(4) Federal, state, and local income tax, and any other applicable taxes, will be withheld from the benefit payments as required by law or determined by the Trustees to be appropriate for the protection of the Fund and the Participant.

(g) **Minimum Distribution Requirements**

(1) General Rules

(A) Effective Date

The provisions of this Subsection will apply for purposes of determining required minimum distributions for calendar years beginning with the 2003 calendar year.

(B) Precedence

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

(C) Requirements of Treasury Regulations Incorporated

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

(D) TEFRA Section 242(b)(2) Elections

Notwithstanding the other provisions of this Subsection, other than Section 6.10(g)(1)(C), distributions may be made under a designation made before January 1, 1984, in accordance with Section 242(b)(2) of the Tax Equity and Fiscal Responsibility Act (TEFRA) and the provisions of the Plan that relate to Section 242(b)(2) of TEFRA.

(2) Time and Manner of Distribution

(A) Required Beginning Date

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

(B) Death of Participant Before Distributions Begin

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

(i) If the Participant's surviving Spouse is the Participant's sole Designated Beneficiary, then distributions to the surviving Spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant dies, or by December 31 of the calendar year in which the Participant would have attained age seventy and one-half (70-1/2), if later.

(ii) If the Participant's surviving Spouse is not the Participant's sole Designated Beneficiary, then distributions to the Designated Beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.

(iii) If there is no Designated Beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(iv) If the Participant's surviving Spouse is the Participant's sole Designated Beneficiary and the surviving Spouse dies after the Participant but before distributions to the surviving Spouse begin, this Subsection 6.10(g)(2)(B), other than Section 6.10(g)(2)(B)(i), will apply as if the surviving Spouse were the Participant.

For purposes of this Subsection 6.10(g)(2)(B) and Subsection 6.10(g)(2)(5), distributions are considered to begin on the Participant's Required Beginning Date (or, if Section 6.10(g)(2)(B) applies, the date distributions are required to begin to the surviving Spouse under Section 6.10(g)(2)(B). If annuity payments irrevocably commence to the. Participant before the Participant's Required Beginning Date (or to the Participant's surviving Spouse before the date distributions are required to begin to the surviving Spouse under Section 6.10(g)(2)(B)(i), the date distributions are considered to begin is the date distributions actually commence.

(C) Form of Distribution

Unless the Participant's interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the Required Beginning Date, as of the first Distribution Calendar Year distributions will be made in accordance with Subsections 6.10(g)(3), (4) and (5). If the Participant's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of Section 401(a)(9) of the Code and the Treasury Regulations. Any part of the Participant's interest which is in the form of an individual account described in Section 414(k) of the Code will be distributed in a manner satisfying the requirements of Section 401(a)(9) of the Code and the Treasury Regulations that apply to individual accounts.

(3) Determination of Amount to be Distributed Each Year

(A) General Annuity Requirements

If the Participant's interest is paid in the form of annuity distributions under the Plan, payments under the annuity will satisfy the following requirements:

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

(ii) The distribution period will be over a life (or lives) or over a period certain not longer than the period described in Subsection 6.10(g)(4) or (5):

(iii) Once payments have begun over a period certain, the period certain will not be changed even if the period certain is shorter than the maximum permitted;

(iv) Payments will either be non-increasing or increase only as follows:

(aa) By an annual percentage increase that does not exceed the annual percentage increase in cost-of-living index that is based on prices of all items and issued by the Bureau of Labor Statistics;

(bb) To the extent of the reduction in the amount of the Participant's payments to provide for a survivor benefit upon death, but only if the Beneficiary whose life was being used to determine the distribution period described in Subsection 6.10(g)(4) dies or is no longer the Participant's Beneficiary pursuant to a qualified domestic relations order within the meaning of Section 414(p);

(cc) To provide cash refunds of Employee contributions upon the Participant's death; or

(dd) To pay increased benefits that result from a Plan amendment.

(B) Amount Required to be Distributed by Required Beginning Date

The amount that must be distributed on or before the Participant's Required Beginning Date (or, if the Participant dies before distributions begin, the date distributions are required to begin under Subsection 6.10(g)(2)(A) or (B) is the payment that is required for one (1) payment interval. The second payment need not be made until the end of the next payment interval even if that payment interval ends in the next calendar year. Payment intervals are the periods for which payments are received, e.g., bi-monthly, monthly, semi-annually, or annually. All of the Participant's benefit accruals as of the last day of the first Distribution Calendar Year will be included in the calculation of the amount of the annuity payments for payment intervals ending on or after the Participant's Required Beginning Date.

(C) Additional Accruals After First Distribution Calendar Year

Any additional benefits accruing to the Participant in a calendar year after the first Distribution Calendar Year will be distributed beginning with the first payment interval ending in the calendar year immediately following the calendar year in which such amount accrues.

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

(A) Joint Life Annuities Where the Beneficiary Is Not the Participant's Spouse

If the Participant's interest is being distributed in the form of a joint and survivor annuity for the joint lives of the Participant and a non-Spouse Beneficiary, annuity payments to be made on or after the Participant's Required Beginning Date to the Designated Beneficiary after the Participant's death must not at any time exceed the applicable percentage of the annuity payment for such period that would have been payable to the Participant using the table set forth in Q&A-2 of Section 1.401(a)(9)-6T of the Treasury Regulations. If the form of distribution combines a joint and survivor annuity for the joint lives of the

Participant and a non-Spouse Beneficiary and a period certain annuity, the requirement in the preceding sentence will apply to annuity payments to be made to the designated Beneficiary after the expiration of the period certain.

(B) Period Certain Annuities

Unless the Participant's Spouse is the sole Designated Beneficiary and the form of distribution is a period certain and no life annuity, the period certain for an annuity distribution commencing during the Participant's lifetime may not exceed the applicable distribution period for the Participant under the Uniform Lifetime Table set forth in Section 1.401(a)(9)-9 of the Treasury Regulations for the calendar year that contains the Annuity Starting Date. If the Annuity Starting Date precedes the year in which the Participant reaches age seventy (70), the applicable distribution period for the Participant is the distribution period for age seventy (70) under the Uniform Lifetime Table set forth in Section 1.401(a)(9)-9 of the Treasury Regulations plus the excess of seventy (70) over the age of the Participant as of the Participant's birthday in the year that contains the Annuity Starting Date. If the Participant's Spouse is the Participant's sole Designated Beneficiary and the form of distribution is a period certain and no life annuity, the period certain may not exceed the longer of the Participant's applicable distribution period, as determined under this Subsection 6.10(g)(4)(B) or the joint life and last survivor expectancy of the Participant and the Participant's Spouse as determined under the Joint and Last Survivor Table set forth in Section 1.401 (a)(9)-9 of the Treasury Regulations, using the Participant's and Spouse's attained ages as of the Participant's and Spouse's birthdays in the calendar year that contains the Annuity Starting Date.

(5) <u>Requirements For Minimum Distributions Where Participant Dies Before Date Distributions Begin</u>

(A) Participant Survived by Designated Beneficiary

If the Participant dies before the date distribution of his or her interest begins and there is a Designated Beneficiary, the Participant's entire interest will be distributed, beginning no later than the time described in Subsection 6.10(g)(2)(B)(i), over the life of the Designated Beneficiary or over a period certain not exceeding:

(i) Unless the Annuity Starting Date is before the first Distribution Calendar Year, the Life Expectancy of the Designated Beneficiary determined using the Beneficiary's age as of the Beneficiary's birthday in the calendar year immediately following the calendar year of the Participant's death; or

(ii) If the Annuity Starting Date is before the first Distribution Calendar Year, the Life Expectancy of the Designated Beneficiary determined using the Beneficiary's age as of the Beneficiary's birthday in the calendar year that contains the Annuity Starting Date.

(B) No Designated Beneficiary

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

(C) Death of Surviving Spouse Before Distributions to Surviving Spouse Begin

If the Participant dies before the date distribution of his or her interest begins, the Participant's surviving Spouse is the Participant's sole Designated Beneficiary, and the surviving Spouse dies before distributions to the. surviving Spouse begin, this Subsection 6.10(g)(5) will apply as if the surviving Spouse were the Participant, except that the time by which distributions must begin will be determined without regard to Subsection 6.10(g)(2)(B)(i).

(6) Definitions

(A) Designated Beneficiary

The individual who is designated as the Beneficiary under Section 1.4 of the Plan and is the designated Beneficiary under Section 401(a)(9) of the Internal Revenue Code and Section 1.401(a)(9)-1, Q&A-4, of the Treasury Regulations.

(B) Distribution Calendar Year

A calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first Distribution Calendar Year is the calendar year immediately preceding the calendar year which contains the Participant's Required Beginning Date. For distributions beginning after the Participant's death, the first Distribution Calendar Year is the calendar year in which distributions are required to begin pursuant to Subsection 6.10(g)(2)(B).

(C) Life Expectancy

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

(D) Required Beginning Date

The date specified in Section 1.19 of the Plan.

(h) The pension shall last be payable for the month in which the death of the Pensioner occurs, except as provided in accordance with a Joint and 50% Survivor Pension or any other provision of this Plan for payments after the death of the Pensioner.

Section 6.11. Vested Status or Nonforfeitability.

(a) The Employee Retirement Income Security Act (ERISA) requires that certain of the benefits under this Plan be vested (in terms used in ERISA, "nonforfeitable").

(b) A Participant acquires Vested Status as follows:

(1) After completion of 5 years of Vesting Service, provided the Participant has one or more hours of Service in Covered Employment on or after April 1, 1997 (excluding Years of Vesting Service not taken into account because of a Permanent Break in Service), or

(2) After completion of 10 years of Vesting Service (excluding Years of Vesting Service not taken into account because of a Permanent Break in Service), or

(3) After contributions for 7,500 hours of work in Covered Employment have been received by the Fund on behalf of the Participant (excluding contributions not taken into account because of a Permanent Break in Service).

(4) A Participant who performs work in Non-Bargained employment acquires Vested Status in accordance with Section 11.5.

(c) A Participant's right to an accrued benefit shall be nonforfeitable upon the date the Participant attains Normal Retirement Age.

(d) ERISA also provides certain limitations on any plan amendment that may change the Plan's vesting schedule. In accordance with those legal limitations, no amendment of this Plan may take away a Participant's Vested Status if the Participant has already earned it at the time of the amendment. In addition, an amendment may not change the schedule on the basis of which a Participant acquires Vested Status, unless each Participant who has credit for at least three Years of Vesting Service at the time the amendment is adopted or effective (whichever is later) is given the option of achieving Vested Status on the basis of the pre amendment schedule. That option may be exercised within 60 days after the latest of the dates:

(1) When the amendment was adopted,

(2) When the amendment became effective, or

(3) When the Participant was given written notice of the amendment.

(e) For purposes of applying the provisions of this Section and of determining when a Participant has acquired nonforfeitable rights, as defined under the law, the vesting schedule of this Plan consists of 100 percent nonforfeitability for a Participant who has completed at least 5 (or 10) Years of Vesting Service. While this Plan also provides Regular, Early Retirement and Disability Pensions on the basis of requirements that may be met by some Participants who have not completed 5 (or 10) Years of Vesting Service, such eligibility rules represent provisions of the Plan above and beyond its vesting schedule.

Section 6.12. Retirement.

To be considered retired, a Participant must not be engaged in Disqualifying Employment to an extent sufficient to cause a suspension of benefits as defined in Subsections 6.13(a) through 6.13(c).

Section 6.13. Suspension of Benefits.

(a) **Definition of Suspension**

"Suspension of Benefits" for a month means non-entitlement to benefits for the month. If benefits were paid for a month for which benefits were later determined to be suspended, the overpayment shall be recoverable through deductions from future pension payments, pursuant to Subsection (g).

(b) **Before Normal Retirement Age**

The monthly benefit shall be suspended for any month in which the Participant is employed in Disqualifying Employment before the Participant has attained Normal Retirement Age. "Disqualifying Employment" for the period before Normal Retirement Age is employment or self-employment for wages or profit in the type of work covered by the Collective Bargaining Agreement, in the construction industry, or for a Contributing Employer.

(c) **After Normal Retirement Age**

If the Participant has attained Normal Retirement Age, his monthly benefit shall be suspended for any month after the Participant has in a calendar year worked more than 400 hours in disqualifying employment and he works or is paid for at least 40 hours in disqualifying employment during the month. "Disqualifying Employment" for the period after Normal Retirement Age means employment or self-employment that is in an industry covered by the Plan when the Participant's pension began, in the geographic area covered by the Plan when the Participant's pension began, and in any occupation in which the Participant worked under the Plan at anytime or any occupation covered by the Plan at the time the Participant's pension payments began.

(1) If a Participant worked in Covered Employment only in a skilled trade or craft, that is, as a Carpenter, employment or self-employment shall be disqualifying only if it is in work that involves the skill or skills of that trade or craft directly or, as in the case of supervisory work, indirectly.

(2) The term, "industry covered by the Plan," means any industry in which Employees covered by the Plan were employed when the Participant's pension began, or but for suspension under this Section, would have begun.

(3) The geographic area covered by the Plan is the State of Missouri and all of any Standard Metropolitan Statistical Area which falls in part within Missouri and any other area covered by the Plan when the Participant's pension began or, but for suspension under this Section, would have begun.

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

(5) If a retired Participant reenters Covered Employment to an extent sufficient to cause a suspension of benefits, and that retired Participant's pension payments are subsequently resumed, the industry and areas considered covered by the Plan shall be the industry and area actually covered by the Plan when the retired Participant's pension was later resumed.

(6) Paid non-work time shall be considered disqualifying employment if paid for vacation, holiday, illness or other incapacity, layoff, jury duty, or other leave of absence.

(d) Notwithstanding any other provision of this Section, as of April 1 of the calendar year following the calendar year in which a Participant attains age 70 1/2, no employment will be considered disqualifying employment with respect to such Participant.

(e) Special Rule for the Portion of a Participant's Monthly Benefit Accrued Prior to November 1, 1999.

Notwithstanding Subsection (b) above, that portion of a Participant's monthly benefit, which he accrued prior to November 1, 1999, shall not be suspended unless he engaged in "Disqualifying Employment" as defined below.

<u>For Periods before the Participant Attains Normal Retirement Age:</u>

The portion of a Participant's monthly benefit accrued prior to November 1, 1999 shall .be suspended only if the Participant engages in employment or self-employment that is in an industry covered by the Plan when the Participant's pension began, in the geographic area covered by the Plan when the Participant's pension began, and in any occupation in which the Participant worked under the Plan at any time or any occupation covered by the Plan at the time the Participant's pension payments began.

(f) **Special Provisions for Reforming' Original Amendments After "Heinz v. Central Laborers' Pension Fund**

(1) Definitions

The following definitions shall apply to this Subsection (f):

(A) Original Amendment: An "Original Amendment" is an amendment to the Plan effective on and after November 1, 1999, which expands the definition of Disqualifying Employment and may result in the suspension of the payment of pension benefits already accrued by a Participant,

(B) Affected Participant: An "Affected Participant" is:

(1) A Participant who commenced receipt of pension benefits and whose portion of such monthly pension benefit accrued prior to November 1, 1999, was suspended on account of an Original Amendment; or

(2) A Participant who applied to commence benefits, whose application (including the form of payment) was approved, and whose benefits were suspended before payments commenced on account of an original amendment.

(2) Retroactive Payments to Affected Participants

The Plan will provide to an Affected Participant payment of retroactive benefits, with interest, for periods beginning June 1, 2004. The amount of this payment shall be the Affected Participant's monthly pension benefit, or portion thereof, accrued prior to November 1, 1999 which was suspended for periods on and after June 1, 2004 as the result of an Original Amendment plus interest equal to 4% beginning June 1, 2004.

(3) Option to Commence Benefit Payment

(C) Retroactive Commencement of Benefit Payments in General.

A Participant described in Subsection (B) below will, be given an opportunity to elect retroactively the commencement of payment of monthly benefits as of the later of:

(1) June 1, 2004, or

(2) The date the Participant was eligible to commence receipt of benefits.

(B) Participants Eligible for Retroactive Commencement of Benefits

A Participant who is eligible for the election described in Subsection (A) above is one who:

(1) At any time after the applicable effective date of an Original Amendment was eligible to commence the receipt of benefits under the Plan, determined without regard to the suspension of benefit provisions of the Original Amendment (A Participant who was engaged in employment that was Disqualifying Employment as defined by the Plan prior to the effective date of an Original Amendment may not elect retroactively to commence payment of pension benefits at any time during such period),

(2) At the same time, engaged in Service for which benefits were not permitted to commence because such employment was "Disqualifying Employment" under an Original Amendment, and

(3) Has not applied for benefits.

(C) Election Period

The election period for the option set forth in Subsection (A) above will begin within a reasonable time period after Participants described in Subsection (B) above have received notification of the opportunity to make an election in accordance with Subsection (D) below and will end no sooner than six months after notification. The Plan shall make reasonable efforts to notify all such Participants. In the event a Participant cannot be located after a mailing to his or her last known mailing address, reasonable efforts shall include the use of the Internal Revenue Service Letter forwarding Program or the Social Security Administration Employer Reporting Service.

(D) Notification Requirement

On or before January 1, 2006, the Plan will provide notice of the election set forth in Subsection (A) above to each Participant described in Subsection (B) above. Said notice, in addition to satisfying any generally applicable notice requirements will be designed to be readily understandable by the average Plan

Participant. The notice will explain the election to commence retroactive payment of benefits as described in Subsection (A) above, and the period for making the election as described in Subsection (C) above.

(g) **Notices**

(1) Upon commencement of pension payments, the Trustees shall notify the Pensioner of the Plan rules governing suspension of benefits, including identity of the industries and area covered by the Plan. If benefits have been suspended and payment resumed, new notification shall, upon resumption, be given to the Participant, if there has been any material change in the suspension rules or the identity of the industries or area covered by the Plan.

(2) The Trustees shall inform a Participant of any suspension of the Participant's benefits by notice given by personal delivery or first class mail during the first calendar month in which Participant's benefits are withheld. Such notice shall include a description of the specific reasons for the suspension, copy of the relevant provisions of the Plan, reference to the applicable Regulations of the U. S. Department of Labor, and a statement of the procedure for securing a review of the suspension. In addition, the notice shall describe the procedure for the Participant to notify the Plan when Participant's disqualifying employment ends. If the Plan intends to recover prior overpayments by offset under Subsection (i)(2), the suspension notice shall explain the offset procedure and identify the amount expected to the be recovered, and the periods of employment to which it relates.

(3) A Pensioner shall notify the Plan in writing within 30 days after starting any work of a type that is or may be disqualifying under the provisions of the Plan and without regard to the number of hours of such work (that is, whether or not less than 40 hours in a month).

(4) If a Pensioner has worked in disqualifying employment for any number of hours for a contractor at a building or construction site and has failed to give timely notice to the Plan of such employment, the Trustees shall presume that the Pensioner has engaged in such work for as long as the contractor has been and remains actively engaged at that site. The Participant shall have the right to overcome such presumption by establishing to the satisfaction of the Trustees that Participant's work was not in fact an appropriate basis, under the Plan, for suspension of Participant's benefits.

(5) The Trustees shall inform all retirees at least once every 12 months of the reemployment notification requirements and the presumptions set forth in this paragraph.

(6) A Pensioner whose pension has been suspended shall notify the Trustees when disqualifying employment has ended. The Trustees shall have the right to withhold benefit payments until such notice is filed with the Trustees.

(7) A Participant may ask the Trustees whether a particular employment will be disqualifying employment. The Trustees shall provide the Participant with their determination.

(8) The Plan shall inform a Participant of any suspension of benefits by notice given by personal delivery or first class mail during the first calendar month in which benefits are withheld.

(9) A Participant, upon retirement and receipt of notice concerning suspension of benefits, shall be required to verify in writing at the time of retirement that the Participant is not working in disqualifying employment, and if the Participant returns to disqualifying employment, the Participant shall provide notice to the Plan as stipulated in Subsection 6.13(g)(3) of such return to disqualifying employment, at which time the Participant's pension shall be suspended. A Pensioner shall be required to provide by written affidavit on an annual basis, and by submission of Social Security earnings records, Federal Income tax records, or any other records requested by the Board of Trustees, proof that the Pensioner has not worked in disqualifying employment during the previous year. If a Pensioner fails to meet these requirements the Pensioner's monthly benefit shall be suspended during the Pensioner's period of noncompliance.

(h) **Review**

A Participant shall be entitled to a review of a determination suspending benefits by written request filed with the Trustees within 60 days of the notice of suspension.

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

(i) **Resumption of Benefit Payments**

(1) Benefits shall be resumed for months after the last month for which benefits are suspended, with payments for Participants who have resumed retirement on or after Normal Retirement Age beginning no later than the third month after the last calendar month for which the Participant's benefit was suspended, provided the Participant has complied with the notification requirements of Subsection (g)(6) above.

(2) Overpayments attributable to payments made for any month or months for which the Participant had disqualifying employment shall be deducted from pension payments otherwise paid or payable subsequent to the period of suspension.

A deduction from a monthly benefit for a month after the Participant attained Normal Retirement Age shall not exceed 25% of the pension amount (before deduction), except that up to 100% of the first pension payment upon resumption after a suspension may be deducted for recovery of overpayments. If a Pensioner dies before recovery of overpayments has been completed, deductions shall be made from the benefits payable to the Pensioner's Beneficiary or contingent annuitant, subject to the 25% limitation on the rate of deduction.

Section 6.14. Benefit Payments Following Return to Covered Employment.

(a) A Pensioner who returns to Covered Employment and earns Pension Credit on the same basis as an Employee shall be entitled to a recomputation of the Pensioner's pension amount, upon resumption of the Pensioner's pension, on the same basis as a Participant who has not retired, subject to the provisions of Sections 3.16 and 6.5.

(b) A Pensioner (except a Disability Pensioner) who returns to Covered Employment and earns additional accrual, shall have the Pensioner's pension recalculated as of the following April 1. If such Pensioner resumes receiving pension payments during a Plan Year, the monthly payment amount shall be adjusted as of the following April 1 as described below.

(c) Each April 1 the benefit calculation will be based on the Employee's then attained age and will include any additional accruals earned during the prior Plan Year, reduced by the actuarial equivalent of any pension payments made prior to Normal Retirement Age. The amount of such reduction shall be calculated by dividing the amount of the Pensioner's payments prior to Normal Retirement Age by the factor in Table 1 that corresponds to the Participant's age when payments resume. In no event will the new monthly benefit be less than the prior monthly amount.

(d) In no event, however, shall any adjustment of a benefit amount under this Section result in forfeiture of a Participant's Normal Retirement benefit or of its actuarial equivalent in violation of Section 203(a)(3)(B) of ERISA.

(e) The amount determined under Subsection (a) above will be adjusted for the Qualified Joint and 50% Survivor Pension or any other optional form of benefit payments after the death of the Pensioner.

(f) A Joint and 50% Survivor Pension in effect immediately prior to suspension of benefits and any other benefit following the death of the Pensioner shall remain effective if the Pensioner's death occurs while the Pensioner's benefits are in suspension.

(g) A Pensioner who returns to Covered Employment and earns additional accrual shall be entitled to a new election as to form of benefit payment for such additional accrual; provided, however, that the first election on or after Normal Retirement Age shall apply for any subsequent accrual earned.

Section 6.15. Incompetence or Incapacity of a Pensioner or Beneficiary.

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

Section 6.16. Non-Assignment of Benefits.

(a) No Participant, Pensioner or Beneficiary entitled to any benefits under this Pension Plan shall have the right to assign, alienate, transfer, encumber, pledge, mortgage, hypothecate, anticipate, or impair in any manner their legal or beneficial interest, or any interest in assets of the Pension Fund, or benefits of this Pension Plan. Neither the Pension Fund, nor any of the assets thereof, shall be liable for the debts of any Participant, Pensioner or Beneficiary entitled to any benefits under this Plan, nor be subject to attachment or execution or process in any court action or proceeding.

(b) Notwithstanding Subsection (a) or any other provision of the Plan, benefits shall be paid in accordance with a Qualified Domestic Relations Order as defined in Section 206(d)(3) of ERISA, and with written procedures adopted by the Trustees in connection with such Orders, which shall be binding on all Participants, Beneficiaries and other parties. In no event shall the existence or enforcement of a Qualified Domestic Relations Order cause the Fund to pay benefits with respect to a Participant in excess of the Actuarial Present Value of the Participant's benefits without regard to the Order, and benefits otherwise payable under the Plan shall be reduced by the Actuarial Present Value of any payment ordered to be made under a Qualified Domestic Relations Order.

Section 6.17. No Right to Assets.

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

Section 6.18. Mergers.

In the case of any merger or consolidation with, or transfer of assets or liabilities to, any other plan, each Participant shall (if the plan then terminated) receive a benefit immediately after the merger, consolidation or transfer which is equal to or greater than the benefit the Participant would have been entitled to receive immediately before the merger, consolidation, or transfer (if this Plan had then terminated). This Section shall apply only to the extent determined by the Pension Benefit Guaranty Corporation.

Section 6.19. Preservation of Benefits.

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

Minimum Pension for Participants as of the Restatement Date. If a Participant was eligible to receive a benefit under the prior provisions of the Plan as of the Restatement Date, and a benefit becomes payable under this Plan resulting from leaving Covered Employment after the Restatement Date, such benefits shall not be less than the benefit that would have been payable under the provisions of the Plan as of the Restatement Date.

Section 6.20. Optional Forms of Benefit.

Unless otherwise specified, any optional form of benefit under this Plan is intended to be at least the actuarial equivalent of the Participant's nonforfeitable accrued benefit payable at Normal Retirement Age or, if later, the Annuity Starting Date of the Participant's pension.

ARTICLE 7 MISCELLANEOUS

Section 7.1. Non Reversion.

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

Section 7.2. Limitation of Liability.

This Pension Plan has been established on the basis of an actuarial calculation, which has established, to the extent possible, that the contributions will, if continued, be sufficient to maintain the Plan on a permanent basis, fulfilling the funding requirements of ERISA and the Pension Protection Act of 2006 ("PPA"). Except for liabilities, which may result from provisions of ERISA or PPA, nothing in this Plan shall be construed to impose any obligation to contribute beyond the obligation of the Employer to make contributions as stipulated in its collective bargaining with the Union.

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

Section 7.3. New Employers or Bargaining Units.

(a) If an Employer is sold, merged or otherwise undergoes a change of company identity, the successor company shall participate as to the Employees theretofore covered in the Pension Plan just as if it were the original company, provided it remains a Contributing Employer as defined in Section 1.8.

(b) No new employer or bargaining unit may be admitted to participate in the Pension Fund and this Pension Plan except upon approval by the Trustees. The participation of any such new employer shall be subject to such terms and conditions as the Trustees may lawfully prescribe including, but not limited to, the imposition of waiting periods, in connection with the commencement of benefits, a requirement for retroactive contributions or the application of modified benefit conditions and amounts. In adopting applicable terms or conditions, the Trustees shall take into account such requirements as they, in their sole discretion, may deem necessary to preserve the actuarial soundness of the Pension Fund and to preserve an equitable relationship with the contributions required from other participating Employers and the benefits provided to their Employees.

Section 7.4. Terminated Employer.

(a) The provisions of this Section and procedures adopted by the Trustees in accordance with the Multiemployer Pension Plan Amendments Act of 1980 establish the respective obligations of the Fund and of the Employer in the event that an employer ceases to participate in the Fund as a Contributing Employer with respect to a bargaining unit.

(b) An Employer ceases to participate in the Fund with respect to a bargaining unit if it is determined by the Trustees to be terminated because it no longer has a Collective Bargaining Agreement for the bargaining unit requiring contributions to the Fund.

(c) If an Employer's participation in the Fund with respect to a bargaining unit terminates, the Trustees shall cancel any obligation of the Trust Fund that is maintained under the Trust Agreement with respect to that part of any pension for which a person was made eligible on the basis of employment in such bargaining unit prior to the Contribution Period with respect to that unit, provided that an actuarial study shows the termination significantly affects actuarial costs. No such reduction shall apply to pensions in effect prior to the termination of Employer participation. Neither shall the Trustees, the Employers who remain as Contributing Employers, nor the Union be obliged to make such payments.

Section 7.5. Termination.

(a) **Right to Terminate**

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

(b) **Priorities of Allocation**

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

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

(A) In the case of the pension of a Participant or Beneficiary which was in pay status as of the beginning of the 3 year period ending on the termination date of the Plan, to each such pension, based on the provisions of the Plan (as in effect during the 5 year period ending on such date) under which such pension would be the least. The lowest pension in pay status during the 3-year period shall be considered the pension in pay status for such period.

(B) In the case of a pension of a Participant or Beneficiary which would have been in pay status as of the beginning of such 3-year period if the Participant had retired prior to the beginning of the 3-year period if the Participant's pension had commenced (in the standard form) as of the beginning of such period, to each such pension based on the provisions of the Plan (as in effect during the 5-year period ending on such date) under which the pension would be the least.

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

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

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

(c) **Allocation Procedure**

For purposes of Subsection (b) hereof:

(1) The amount allocated under any paragraph of Subsection (b) with respect to any benefit shall be properly adjusted for any allocation of assets with respect to that benefit under a prior paragraph of that Subsection.

(2) If the assets available for allocation under any paragraph of Subsection (b), other than paragraphs (3) and (4), are insufficient to satisfy in full the benefits of all individuals which are described in that paragraph, the assets shall be allocated pro rata among such individuals on the basis of the present value (as of the termination date) of their respective benefits described in that paragraph.

(3) This paragraph applies if the assets available for allocation under Subsection (b)(3) are not sufficient to satisfy in full the benefits of individuals described in that paragraph.

(A) If this paragraph applies, except as provided in Subparagraph (B) below, the assets shall be allocated to the benefits of individuals described in subsection (b)(3) on the basis of the benefits of individuals which would have been described in such subsection (b)(3) under the Plan as in effect at the beginning of the 5 year period ending on the date of Plan termination.

(B) If the assets available for allocation under Subparagraph (A), above, are sufficient to satisfy in full the benefits described in such paragraph (without regard to this Subparagraph), then for purposes of Subparagraph (A), benefits of individuals described in such paragraph shall be determined on the basis of the Plan as amended by the most recent Plan amendment effective during such 5 year period under which the assets available for allocation are sufficient to satisfy in full the benefits of individuals described in Subparagraph (A) and any assets remaining to be allocated under Subparagraph (A) on the basis of the Plan as amended by the next succeeding Plan amendment effective during such period.

ARTICLE 8 AMENDMENTS

Section 8.1. Amendment.

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

(a) As necessary to establish or maintain the qualification of the Plan or the Trust Fund under the Internal Revenue Code and to maintain compliance of the Plan with the requirements of ERISA, or

(b) If the amendment meets the requirements of Section 302(c)(8) of ERISA and Section 412(c)(8) of the Internal Revenue Code, and the Secretary of Labor has been notified of such amendment and has either approved of it or, within 90 days after the date on which such notice was filed, failed to disapprove.

ARTICLE 9 EMPLOYER WITHDRAWAL LIABILITY

Section 9.1. In General.

(a) An employer that withdraws from the Plan after September 26, 1980, in either a complete or partial withdrawal shall owe and pay withdrawal liability to the Plan, as determined under this Article and the Employee Retirement Income Security Act of 1974, ("ERISA") as amended by the Multiemployer Pension Plan Amendments Act of 1980.

(b) For purposes of this article, all corporations, trades or business that are under common control, as defined in Regulations of the Pension Benefit Guaranty Corporation ("PBGC"), are considered a single employer, and the entity resulting from a change in business form described in Section 4218(1) of ERISA is considered to be the original employer.

Section 9.2. Withdrawal Liability.

The Trustees of the Trust Fund have adopted the following rules to govern the calculation and collection of withdrawal liability under the Multiemployer Pension Plan Amendments Act of 1980 ("MPPAA"), a statutory amendment to the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). The rules adopted herein shall be interpreted consistently with all applicable laws and regulations under ERISA. The statutory provisions and accompanying regulations regarding MPPAA and ERISA are incorporated herein by reference.

(a) **Review of Withdrawal Liability**

An employer which is assessed withdrawal liability by the Fund may seek review in accordance with the statutory procedures. The time limits for invoking the statutory procedures are set forth in ERISA Sections 4219(b) and 4221.

(1) Request for Review

Pursuant to ERISA Sections 4219(b)(2)(A), an employer may:

(A) Request the Fund to review any specific matter relating to determination of the withdrawal liability or the payment schedule of the demand for payment of withdrawal liability;

(B) Identify any inaccuracy in the assessment; and/or

(C) Furnish any additional relevant information for consideration by the Fund.

Any request for review submitted by an employer shall be made in writing, addressed to the Board of Trustees and shall identify the specific matter or matters which the employer challenges or questions. All requests for review submitted to the Fund shall be reviewed by the Board of Trustees or a Committee of Trustees so designated for collection of withdrawal liability.

(2) Arbitration

Pursuant to Section 4421 of ERISA, any dispute by an employer concerning withdrawal liability shall be submitted to arbitration. Any such arbitration under ERISA Section 4421 shall be conducted in accordance with the rules and regulations governing withdrawal liability established by the American Arbitration Association ("AAA") as approved by the Pension Benefit Guaranty Corporation effective June 20, 1986, and as they may be subsequently revised. The employer must initiate the arbitration proceedings in accordance with the AAA rules and regulations and simultaneously serve upon the Fund written notice of the initiation of arbitration and any issues that shall be contested. The employer shall pay the filing fee necessary to initiate the arbitration.

ARTICLE 10 TOP HEAVY PROVISIONS

Section 10.1. Definitions.

This is a collectively bargained Plan; however, the Plan may have highly compensated employees (employees who for the preceding year had compensation in excess of $80,000). In the event of termination of the Plan, the benefit of any active or former highly compensated employee will be limited to a benefit that is nondiscriminatory under Code Section 401(a)(4). Except in the circumstances described in the next sentence, distributions to the 25 most highly compensated active and former highly compensated employees will be restricted to an amount not greater than the amount that would be paid to the individual under a straight life annuity that is the actuarial equivalent of the employee's accrued benefit and the employee's other benefits under the Plan (other than a social security supplement), plus any social security supplement the employee is entitled to receive. This restriction does not apply if: (a) after payment of the benefit to the restricted employee, the value of Plan assets equals or exceeds 110 percent of the value of current liabilities as defined in Code Section 412(l)(7); (b) the value of the benefits for the restricted employee is less than 1 percent of the value of current liabilities before distribution; or (c) the value of the restricted employee's benefit does not exceed $5,000. Distribution of restricted amounts may be made provided the terms of the Plan require adequate security to guarantee repayment of the restricted amount upon Plan termination.

For purposes of this Article, 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 Internal Revenue 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 during the Plan Year or such other consecutive 12-month period over which Compensation is determined under the Plan (the "determination period") For purposes of determining benefit accruals in a Plan Year beginning after December 31, 2001, Compensation for any prior determination period shall be limited $200,000.The limit on annual Compensation shall be adjusted for cost-of-living increases in accordance with Internal Revenue Code Section 401(a)(17)(B). The cost-of-living adjustment in effect for a calendar year applies to annual Compensation for the determination period that begins with or within such calendar year. Annual Compensation 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), 401(k), 402(h), or 403(b) of the Internal Revenue Code or, effective April 1, 2001, Section 132(f) of the Internal Revenue Code.

(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 10.2. Top Heavy Plan Requirements.

Effective January 1, 1984, for any Top Heavy Plan Year, the Plan shall provide the following:

(a) Special vesting requirements of Section 416(b) of the Internal Revenue Code pursuant to Section 10.04.

(b) Special minimum benefit requirements of Section 416(c) of the Internal Revenue Code pursuant to Section 10.5.

Section 10.3. Determination of Top Heavy Status.

(a) This Plan shall be a Top Heavy Plan for any Plan Year commencing after December 31, 1983, in which, as of the Determination Date,

(1) The present value of accrued benefits of Key Employees and

(2) 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 benefit and/or aggregate account balance shall not be taken into account for purposes of determining whether this Plan is a Top heavy 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 December 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 the 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 December 31, 1983, in which, as of the Determination Date:

(1) The present value of accrued benefits of Key Employees, and

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

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

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

(1) 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 Section 401(a)(4) and 410 of the Internal Revenue 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 Group if the Required Aggregation Group is not a Top Heavy Group.

(2) 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 of the Internal Revenue 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.

(3) 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 benefit shall be determined:

(1) 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,

(2) 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.

(3) For any other Plan Year, as if the Participant terminated Service as of the actuarial valuation date,

(4) 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:

(1) The present value of accrued benefit using actuarial assumptions stated in the most recent actuarial valuation, and

(2) 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 Internal Revenue Code during the one-year period ending on the determination date. The preceding sentence also shall 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 Internal Revenue Code. In the case of a distribution made for a reason other than severance from employment, death, or disability, this provision shall be applied by substituting "five-year period" for "one-year period.

(3) 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 for rollovers or plan to plan transfers, it shall always consider such rollover or plan to plan transfer 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 December 31, 1983, as part of the Participant's present value of accrued benefit. However, rollovers or plan-to-plan transfers accepted prior to January 1, 1984, shall be considered as part of the Participant's present value of accrued benefit.

(g) Notwithstanding anything herein to the contrary, the effective date otherwise provided for herein for the application of Section 416 of the Internal Revenue Code to this Plan (Plan Years after December 31, 1983) shall be extended in accordance with any federal law or regulatory authority.

Section 10.4. Top Heavy Vesting.

(a) Notwithstanding the determination of Vested Status in accordance with Section 4.3 of the Plan, for any Top Heavy Plan Year, the vested portion of any Participant's accrued benefit shall be determined on the basis of the Participant's number of Years of Vesting Service according to the following schedule:

(b)

Vesting Service	
Years of Vesting Service	**Percentage**
Less than 3	0%
3 or more	100%

(c) If, in any subsequent Plan Year, the Plan ceases to be a Top Heavy Plan, the Trustees may elect to:

(1) Continue to apply this vesting schedule in determining the vested portion of any Participant's accrued benefit, or

(2) Revert to the vesting schedule in effect before this Plan became a Top Heavy Plan pursuant to Section 411(a)(10) of the Internal Revenue Code. The nonforfeitable percentage of the accrued benefit before the Plan ceased being Top Heavy, therefore, must not be reduced and any Participant with three or more years of Service must be given the option of remaining under the Top Heavy vesting schedule. Any such reversion shall be treated as a Plan amendment.

(d) The Top Heavy vesting schedule does not apply to the accrued benefit of any Employee who does not have one Hour of Service after the Plan has initially become a Top Heavy Plan and such Employee's accrued benefit attributable to Employer contributions will be determined without regard to this Article.

Section 10.5. Top Heavy Benefit Requirements.

(a) The maximum accrued benefit derived from Employer contributions to be provided under this section for each Non Key Employee who is a Participant shall equal the product of:

(1) One twelfth (1/12th) of Annual Compensation averaged over the five consecutive "limitation years" (or actual number of "limitation years" if less) which produces the highest average, and

(2) The lesser of

(A) Two percent (2%) multiplied by Years of Vesting Service, or

(B) Twenty percent (20%).

(b) For purposes of providing the minimum benefit under Section 416 of the Internal Revenue Code, a Non-Key Employee who is not a Participant solely because:

(1) Such Non-Key Employee's Annual Compensation is below a stated amount, or

(2) Such Non-Key Employee declined to make mandatory contributions to the Plan will be considered to be a Participant.

(c) For purposes of this section, Years of Vesting Service for any Plan Year ending prior to January 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 January 1, 1984, or subsequent to the last "limitation year" during which the Plan is a Top Heavy Plan shall be disregarded. The term "limitation year" means the Plan Year.

(e) For purposes of this section, Annual Compensation shall have the meaning set forth in Section 1.415-2(d) of the Treasury Regulations, pursuant to Subsection 10.1(c).

(f) If the Plan provides for the normal retirement benefit to be paid in a 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 pursuant to Section 1.1 of the Plan.

(g) If payment of the minimum accrued benefit commences at a date other than Normal Retirement Age, the minimum accrued benefit shall be adjusted in accordance with Section 3.6 of the Plan.

(h) If a Non-Key Employee participates in this Plan and a defined contribution plan included in a Required Aggregation Group, which is top heavy, the minimum benefits shall be provided under this Plan.

(i) To the extent required to be nonforfeitable under Section 6.11 of the Plan, the minimum accrued benefit under this section may not be forfeited under Sections 411(a)(3)(B) or 411(a)(3)(D) of the Internal Revenue Code.

(j) For purposes of satisfying the minimum benefit requirements of Section 416(c)(1) of the Internal Revenue Code and in determining years of Service with the Employer, any Service with the Employer shall be disregarded to the extent that such Service occurs during a Plan Year when the Plan benefits (within the meaning of Section 410(b) of the Internal Revenue Code) no key employee or former key employee.

ARTICLE 11 NON-BARGAINED EMPLOYEES

For purposes of this Article 11, the following definitions will apply.

Section 11.1. Employer.

For purposes of identifying Highly Compensated Employees and applying the rules on participation, vesting and statutory limits on benefits under the Fund for such Employees, but not for determining covered Service, the term "Employer" includes all members of an affiliated service group with the Employer within the meaning of Section 414(m) of the Internal Revenue Code and all other businesses aggregated with the Employer under Section 414(o) of the Internal Revenue Code.

For this purpose, an "Employer" also includes all corporations, trades or businesses under common control with the Employer within the meaning of Sections 414(b) and (c) of the Internal Revenue Code.

For all other purposes, the term "Employer" shall have the meaning stated at Section 1.8.

Section 11.2. Employee.

In addition to the definition at Section 1.11, the term "Employee" includes a leased employee of an Employer, within the meaning of Section 414(n) of the Internal Revenue code, who otherwise meets the conditions for participation, vesting, and benefit accrual under Plan.

Section 11.3. Non-Bargained Employee.

A "Non-Bargained Employee" means a person who is employed by an Employer and who is not covered under a Collective Bargaining Agreement, but who was previously covered under a Collective Bargaining Agreement (i.e., bargaining unit alumni), and who is covered by another written agreement requiring Employer contributions on his or her behalf; up to the 5% allowed under Treasury Regulation Section 1.410(b)-6(d)(2)(ii)(D).

Section 11.4. Highly Compensated Employee.

(a) The term "Highly Compensated Employee" includes highly compensated active employees and highly compensated former employees of an Employer. Whether an individual is a highly compensated employee is determined separately with respect to each Employer, based solely on that individual's compensation form or status with respect to that Employer.

(b) A highly compensated active employee is an employee of the Employer who performs Service for the Employer during the determination year and who during the look back year:

(1) Received compensation from the Employer in excess of $80,000 (as adjusted under Section 414(q) of the Internal Revenue Code); or

(2) Is a 5% owner at any time during the look back year or the determination year.

(c) A highly compensated former employee is an employee who separated from Service, or was deemed to have separated, before the determination year, performs no Service for the Employer during the determination year, and was a highly compensated employee either for the separation year or for any determination year ending on or after the individual reaches age 55.

(d) The "determination year" is the Plan Year for which the test is being applied, and the look back year is the 12-month period immediately preceding that Plan Year.

(e) An Employer may elect to make the look back year calculation for a determination year on the basis of the calendar year ending with or within the applicable determination year, in accordance with Treasury Regulation 1.414(q) 1T.

(f) The determination of who is a Highly Compensated Employee will be made in accordance with Section 414(q) of the Internal Revenue Code and the Regulations thereunder.

Section 11.5. Vesting for Non-Bargained Employee.

(a) Non-Bargained Vesting Status

A Non-Bargained Employee who has at least one Hour of Service after April 1, 1989, will attain Vested Status after accumulating five years of Vesting Service.

(b) Break in Service

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

Section 11.6. Nondiscrimination, Coverage, and Participation

(a) Effective April 1, 1989, participation in the Plan by Non-Bargained Employees shall be in compliance with Section 401(a)(4) (nondiscrimination rules), 410(b) (coverage rules), and 401(a)(26) (minimum participation rules) of the Internal Revenue Code.

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

ARTICLE 12 PROCEDURES FOR QUALIFICATION OF DOMESTIC RELATIONS ORDERS

Section 12.1. Procedures for Qualification of Domestic Relations Orders.

Section 414(p) of the Internal Revenue Code and Section 206(d) of the Employee Retirement Income Security Act of 1974, as amended, (ERISA) require benefit plans which are subject to the provisions of the Retirement Equity Act of 1984 (REA) to adopt and implement procedures for qualifying Domestic Relations Orders. The following are the procedures to be used by the Plan to determine the qualified status of Domestic Relations Orders pursuant to Section 414(p) of the Internal Revenue Code and Section 206(d) of ERISA:

(a) The Board of Trustees shall appoint one Employer and one Union Trustee to a committee to be known as the Qualified Domestic Relations Order Committee (QDRO Committee). The QDRO Committee shall have the authority, to make final decisions on all matters relating to the qualification of Domestic Relations Orders and the interpretation of Qualified Domestic Relations Orders.

(b) The Fund Office shall notify Fund Counsel immediately upon the receipt of a request for information to be utilized in a domestic relations case and/or upon the receipt of a subpoena to produce documents or to testify in a domestic relations proceeding. The Fund Office shall consult with Fund Counsel prior to responding to any request for information and/or subpoena relating to a domestic relations case.

(c) Any Domestic Relations Order or proposed Order which involves the division of pension benefits shall be forwarded to the Fund Office by the Participant, alternate payee, or their representative(s), with a request that a determination of compliance with federal law be made.

(d) Upon receipt of any Domestic Relations Order or proposed Order involving the distribution of benefits, the Participant and each Alternate Payee shall be promptly notified of the receipt of such Order.

(e) The Fund Office shall immediately transmit the Domestic Relations Order and all correspondence to Fund Counsel for an initial review and determination as to its compliance with federal law.

(f) Fund Counsel shall promptly notify the Participant and each alternate payee or their representatives of the Fund's QDRO procedures by providing a copy of these procedures for determining the qualified status of the Domestic Relations Order to the Participant, each alternate payee and/or their representatives. Within a reasonable period of time, Fund Counsel shall make an initial determination as to whether such Order or proposed Order complies with federal law and shall notify the Participant, each Alternate Payee and/or their representatives as well as the Fund Office of such determination. If said Domestic Relations Order is not qualifiable, Fund Counsel shall attempt to resolve the existing issues which prevent qualification of the Order by the Board of Trustees (or QDRO Committee) with the Participant, Alternate Payee, and/or their representatives.

(g) A Domestic Relations Order shall meet the following requirements in order for it to be a Qualified Domestic Relations Order:

(1) The Order shall be a judgment, decree, or order (including approval of a property settlement agreement) which relates to the provision of child support, spousal support payments, or marital property rights of an Alternate Payee, and shall be made pursuant to a State's domestic relations law (including community property law); and

(2) The Order shall assign to an Alternate Payee the right to receive all or a portion of the benefits payable to a Participant. The term "Alternate Payee" means any Spouse, former Spouse, child or other dependent of a Participant who is recognized by a Domestic Relations Order as having a right to receive all, or a portion of, the pension benefits payable under the Plan to such Participant.

(3) Any Order entered prior to January 1, 1985, shall be considered a Qualified Domestic Relations Order. If the Order is entered on or after January 1, 1985, the Order shall also meet the requirements of Subsections (A) through (H), below:

(A) The Order shall specify the name and the last known mailing address of each Alternate Payee covered by the Order;

(B) The Order shall specify the Social Security numbers of the Participant and each Alternate Payee;

(C) The Order shall specify the amount of percentage of the Participant's benefits to be paid by the Fund to each such Alternate Payee, or the manner in which such amount or percentage is to be determined;

(D) The Order shall specify the number of payments or period of time to which the Order applies;

(E) The Order shall state the proper legal name of each plan (or predecessor plan) to which such Order applies;

(F) The Order shall not require the Fund to provide any type or form of benefit, or any option, not otherwise provided under the Plan;

(G) The Order shall not require the Plan to provide benefits in excess of the benefits to which the Participant would otherwise be entitled under the Plan, (determined on the basis of actuarial value); and

(H) The Order shall not require the payment of benefits to an Alternate Payee, which are required to be paid to another Alternate Payee under another Order previously determined to be a Qualified Domestic Relations Order.

(h) Upon making an initial determination that a Domestic Relations Order complies with federal law, Fund Counsel shall transmit the Domestic Relations Order to the Fund Consultant and/or Actuary for a benefits report, an actuarial analysis and a determination as to whether the Order conforms to the provisions of the Plan.

(i) Within a reasonable period of time after receipt of the Domestic Relations Order or proposed Order, the Fund Consultant and/or Actuary shall issue a benefits report which shall include a calculation of benefits to be paid to the Participant and/or Alternate Payee, an actuarial analysis and a determination as to whether the Order conforms to the provisions of the Plan. The Fund's Consultant and/or Actuary shall notify Fund Counsel, in writing, of its determination.

(j) Upon receipt of the Fund Consultant's and/or Actuary's report, Fund Counsel shall notify the Fund Office, Participant and Alternate Payee and/or their representatives of the Fund Consultant's and/or Actuary's determinations. If the Order cannot be qualified, Fund Counsel shall consult with the appropriate parties to attempt to resolve the issues, which prevent the qualification of the Order.

(k) Fund Counsel shall obtain, in writing, the position of the Participant and Alternate Payee and/or their representatives with regard to the accuracy of the Fund Consultant's interpretation of the Order, the calculation of benefits and other issues as determined by the Fund Consultant and/or Actuary.

(l) Upon receipt of the parties' written positions, Fund Counsel shall issue an opinion as to whether the Domestic Relations Order or proposed Order complies with federal law or whether any further action is necessary to obtain a qualified Order. If, in the opinion of Fund Counsel, the Order is qualifiable, Fund Counsel shall advise the Fund Office and recommend final review by the Board of Trustees (or QDRO Committee) who shall issue the final determination as to the qualification of the Domestic Relations Order.

(m) Upon the entry of the Qualified Domestic Relations Order by the Court, two (2) certified copies of said Order shall be transmitted to the Fund Office. The Fund Office shall establish a separate benefits file for the Alternate Payee and a certified copy of the Order shall be permanently retained in the Fund Office in the files for both the Participant and the Alternate Payee.

(n) During the period that the Domestic Relations Order is being considered for qualification, the Fund Office shall not distribute benefits to either the Participant and/or Alternate Payee, except that, upon approval by the Board of Trustees (or QDRO Committee), the Fund Office shall distribute benefits to the Participant, which are not in dispute.

(o) If within the eighteen (18) month period following the date on which the first payment would be required to be made under the Domestic Relations Order, the Order is determined to be a Qualified Domestic Relations Order, the Fund Office shall pay any segregated amounts to the person(s) so entitled. However, if within the applicable eighteen (18) month period it is determined that the Order is not a Qualified Domestic Relations Order or an issue as to its qualification is not resolved, the Board of Trustees shall pay any segregated amounts to the person(s) so entitled had there been no order. Any determination made of a Qualified Domestic Relations Order after the applicable eighteen (18) month period shall be applied prospectively only.

(p) Subsequent to the entry and upon acceptance of a Qualified Domestic Relations Order by the Fund Office, the parties are required to file an Application for Benefits as indicated in the Plan. Such Application for Benefits will be treated in the same manner as any other claim for benefits, including any applicable Claims Review and Appeal Procedures, as provided in the Plan. The Board of Trustees shall have the authority to interpret, construe and apply the provisions of the Qualified Domestic Relations Order and make all decisions concerning the Participant's or Alternate Payee's entitlement to benefits consistent with the Plan and the Qualified Domestic Relations Order.

ARTICLE 13 ROLLOVERS

Section 13.1. Rollovers.

This Article applies to distributions made on or after January 1, 1993, unless otherwise stated herein. Notwithstanding any provision of the Plan to the contrary that would otherwise limit a Distributee's election under this Article, a Distributee may elect, at the time and in the manner prescribed by the plan administrator, to have any portion of an Eligible Rollover Distribution paid directly to an Eligible Retirement Plan specified by the Distributee in a Direct Rollover, all of which terms are defined below.

Section 13.2. Definitions.

(a) **Eligible Rollover Distribution**

An Eligible Rollover Distribution is any distribution of all or any portion of the balance to the credit of the Distributee, except that an Eligible Rollover Distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the Distributee or the joint lives (or joint life expectancies) of the Distributee and the Distributee's designated Beneficiary, or for a specified period of ten years or more; any distribution to the extent such distribution is required under Section 401(a)(9) of the Internal Revenue Code; and the portion of any distribution that is not includable in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities).

(b) **Eligible Retirement Plan**

For an Employee or a deceased Employee's Spouse, an Eligible Retirement Plan is 1) an individual retirement account described in Section 408(a) of the Internal Revenue Code, 2) an individual retirement annuity described in Section 408(b) of the Internal Revenue Code, 3)an annuity plan described in Section 403(a) of the Internal Revenue Code, 4) an annuity contract described in Section 403(b) of the Internal Revenue Code, 5) an eligible deferred compensation plan described in Section 457(b) which is maintained by an eligible Employer described in Section 457(e)(1)(A) of the Internal Revenue Code, 6) a qualified trust described in Section 401(a) of the Internal Revenue Code, or, 7) effective January 1, 2008, a Roth IRA described in Section 402A of the Internal Revenue Code that accepts the Distributee's Eligible Rollover Distribution. However, in the case of an Eligible Rollover Distribution to a non-Spouse

Beneficiary under Section 402(c)(11) of the Internal Revenue Code, an Eligible Retirement Plan is an inherited individual retirement account.

(c) **Distributee**

A Distributee includes an Employee or former Employee. In addition, the Employee's or former Employee's surviving Spouse and the Employee's former Spouse who is the Alternate Payee under a Qualified Domestic Relations Order, as defined in Section 414(p) of the Internal Revenue Code, are Distributees with regard to the interest of the Spouse or former Spouse. In addition, beginning April 1, 2007, a non-Spouse designated Beneficiary is a distributee for purposes of this Article.

(d) **Direct Rollover**

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

(e) **Non-Spouse Rollover**

Effective January 1, 2010, a non-spousal Beneficiary may elect a Direct Rollover into an inherited IRA. An inherited IRA is an individual retirement account, as described in Code Section 402(c).

ARTICLE 14 MAXIMUM BENEFITS

Section 14.1. General Rule

Notwithstanding any other provision of this Plan, the annual retirement benefit to which an Employee shall be entitled hereunder shall not exceed the maximum amount permitted under Section 415 of the Internal Revenue Code, as amended from time to time, the provisions of which are incorporated herein by reference. Notwithstanding the foregoing, the $90,000 limit in Code Section 415(b) and a Participant's Compensation is deemed to be increased in each calendar year following the Participant's termination of employment with the Employer for increases in the cost of living, based on the procedures used to adjust benefit amounts under 215(I)(2)(A) of the Social Security Act.

Compensation for purposes of IRC Section 415 shall mean wages as reported on form W-2. Effective April 1, 1998 compensation for purposes of IRC Sections 414, 415 and 416 shall include pre-tax deferrals under IRC Sections 401(k) and 125 and effective April 1, 2001, Section 132(f).

Compensation under this Plan shall be limited to $150,000 as indexed under the Internal Revenue Code.

Appendix A Floorlayer Employees

Section A.1. Introduction

This Appendix A describes the benefits for certain employees who were previously covered under the Painters International Union Pension Plan ("Painters Plan") pursuant to a Collective Bargaining Agreement and who become Participants in this Plan prior to December 31, 2005.

Section A.2. Definitions

(a) Group A Floorlayer Employee

A Group A Floorlayer Employee is an Employee who:

(1) Is employed by a Floorlayer Employer at the time of a Certified Change in Collective Bargaining Representative prior to December 31, 2005; and

(2) Is an active Participant (has not incurred a one-year Break-in-Service under the Painters Plan) in the Painters Plan at the time of the Certified Change in Collective Bargaining Representative; and

(3) Continues employment with a Floorlayer Employer and earns at least one pension credit under the Carpenters Pension Plan after the Certified Change in Collective Bargaining Representative; and

(4) For whom assets and liabilities are transferred from the Painters Plan to the Carpenters Pension Plan.

(b) Group B Floorlayer Employee

A Group B Floorlayer Employee is an Employee who:

(1) Is employed by a Floorlayer Employer at the time a Collective Bargaining Agreement requiring contributions to the Painters Plan expires, prior to December 31,2005; and

(2) Is an active Participant (has not received a one-year Break-in-Service under the Painters Plan) in the Painters Plan at the time the Collective Bargaining Agreement expires; and

(3) Is employed with a Floorlayer Employer prior to December 31, 2005 and earns at least one pension credit under the Carpenters Pension Plan after the expiration of the Collective Bargaining Agreement.

(c) Group C Floorlayer Employee

A Group C Floorlayer Employee is an Employee who:

(1) Is an active Participant in the Painters Plan (has not incurred a one year Break-in-Service under the Painters Plan); and

(2) Is employed with a Floorlayer Employer prior to December 31, 2005 and earns at least one pension credit under the Carpenters Pension Plan prior to the Plan Year ending March 31, 2007.

(d) A certified Change in Collective Bargaining Representative ("certified change") occurs if:

(1) A majority of Floorlayers designate the Carpenters District Council of Kansas City as their Collective Bargaining Representative;

(2) The Employer withdraws from the Painters International Union; and

(3) The Employer agrees to a Collective Bargaining Agreement requiring contributions to the Carpenters Pension Plan.

Section A.3. Benefit for Group A Floorlayer Employees

(a) A Group A Employee is eligible for the following accrued pension benefit:

(1) The accrued benefit earned under the Painters Plan, including early retirement subsidies in accordance with the provisions of the Painters Plan as in effect January 1, 2003, and earned prior to the certified change in Collective Bargaining Agreement; and

(2) The vested accrued benefit earned under the Carpenters Pension Plan.

(b) The benefits under the Painters Plan are 100% vested.

(c) Eligibility for any benefit under the Carpenters Pension Plan will be based on combined Service under the Painters Plan and Carpenters Pension Plan.

(d) The total benefit under Section A.3(a) will be paid from the Carpenters Pension Plan. However, in the event assets are not transferred from the Painters Plan to the Carpenters Pension Plan, then benefits will be payable under A.4 below.

(e) Benefits are payable in any optional form of benefit available under the Carpenters Pension Plan.

Section A.4. Benefit for Group Band C Floorlayer Employees

(a) A Group B or Group C Floorlayer Employee is eligible for the following supplemental benefit:

(1) A supplemental benefit in an amount equal to the vested accrued benefit earned under the Painters Plan as of January 1, 2003, and subject to any early retirement reductions or subsidies in accordance with the provisions of the Painters Plan as in effect January 1, 2003 prior to transfer to the Carpenters Pension Plan; and

(2) The vested accrued benefit earned under the Carpenters Pension Plan.

(b) Eligibility for any benefit under the Carpenters Pension Plan will be based on combined Service under the Painters Plan and Carpenters Pension Plan.

(c) The benefit at A.4(a)(1) will be paid as a supplemental benefit. The last payment of the supplemental benefit shall be made in the month in which the Floorlayer Employee attains age 65.

Section A.5. Survivor Benefits

(a) The Qualified Spouse of a Group A Floorlayer Employee who chooses to receive the Group A benefit in a Joint and Surviving Spouse form of benefit will receive the survivor benefit consistent with the optional form of benefit elected subject to the appropriate reduction factors under the Plan.

(b) The Qualified Spouse of a Group B, C or Group A Floorlayer Employee receiving a Group B or C benefit, will receive a death benefit equal to 50% of the supplemental benefit payable until Participant would have attained age 65 and the survivor benefit consistent with the optional form of benefit elected with respect to the Carpenters Pension Plan benefit under A.4(a)(2). (Such Spouse may also apply for a Qualified Pre-retirement Survivor Annuity from the Painters Plan.)

Table 1 Article 6, Section 6.9(c)

Annuity Factors for Converting Pension Payments Prior to Suspension of Benefits

	Age											
	Months											
Years	**0**	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11**
55	154.43	154.16	153.90	153.63	153.37	153.10	152.84	152.57	152.30	152.04	151.77	151.51
56	151.24	150.97	150.70	150.43	150.16	149.89	149.62	149.35	149.08	148.81	148.54	148.27
57	148.00	147.73	147.45	147.18	146.90	146.63	146.35	146.08	145.80	145.53	145.25	144.98
58	144.70	144.42	144.14	143.86	143.58	143.30	143.03	142.75	142.47	142.19	141.91	141.63
59	141.35	141.07	140.78	140.50	140.22	139.93	139.65	139.37	139.08	138.80	138.52	138.23
60	137.95	137.66	137.38	137.09	136.80	136.51	136.23	135.94	135.65	135.36	135.08	134.79
61	134.50	134.21	133.92	133.63	133.34	133.05	132.76	132.47	132.18	131.89	131.60	131.31
62	131.02	130.73	130.44	130.14	129.85	129.56	129.27	128.97	128.68	128.39	128.10	127.80
63	127.51	127.22	126.92	126.63	126.33	126.04	125.75	125.45	125.16	124.86	124.57	124.27
64	123.98	123.69	123.39	123.10	122.80	122.51	122.21	121.92	121.62	121.33	121.03	120.74
65	120.44	120.14	119.85	119.55	119.26	118.96	118.67	118.37	118.07	117.78	117.48	117.19
66	116.89	116.60	116.30	116.01	115.72	115.42	115.13	114.84	114.54	114.25	113.96	113.66
67	113.37	113.08	112.78	112.49	112.20	111.90	111.61	111.32	111.02	110.73	110.44	110.14
68	109.85	109.56	109.26	108.97	108.68	108.38	108.09	107.80	107.50	107.21	106.92	106.62
69	106.33	106.04	105.74	105.45	105.15	104.86	104.57	104.27	103.98	103.68	103.39	103.09
70	102.80											

Normal Form: Life Only

TRUSTEE SIGNATURES

The undersigned have executed this restated Carpenters District Council of Kansas City Pension Fund Pension Plan to be effective October 1, 2014, adopted and signed this 28th day of January, 2015.

UNION TRUSTEE

Terry Nelson, Secretary

EMPLOYER TRUSTEE

Donald E. Greenwell III, Chairman

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