

**AMENDMENT TO THE
UA LOCAL 190 PENSION PLAN**

THIS AGREEMENT is executed at Ann Arbor, Michigan, by the Trustees of UA Local 190 Pension Plan and Trust, effective as stated herein.

WITNESSETH:

WHEREAS, the Trustees on December 22, 2014 established an amended and restated retirement pension plan, entitled "UA Local 190 Pension Plan" (the "Plan") and the Trustees desire to amend the Plan for the sole and exclusive benefit of the participants, their dependents and beneficiaries; and

WHEREAS, the Plan hereby amended is intended to qualify under and satisfy the requirements of Internal Revenue Code Section 401(a), as it may hereafter be amended from time to time, and the Employee Retirement Income Security Act of 1974, as it may hereafter be amended from time to time;

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements hereinafter set forth, the Trustees hereby amend the Plan as follows, effective January 1, 2020:

The following paragraph is added following the seventh paragraph of Article 3 "Benefit Credit, Voluntary Contributions and Accrued Benefit," Section 3.3 Accrued Benefit:

A Participant will qualify for a second exception to the rule set forth in the third paragraph of this Section 3.3 regarding an Inactive Participant's Accrued Benefit being calculated separately with respect to each period that the Participant was an Active Participant if the Participant's Spouse, child of any age or parent experiences a "serious health condition" and the Participant demonstrates to the Trustees' satisfaction that the failure to achieve Hours of Work needed to remain an Active Participant was caused by the family member's serious health condition. The Participant shall have a two (2) year period (Two Year Deferral Period) from the date of diagnosis of the serious health condition to return to work before that Participant's benefit level is frozen at the rate in effect as of the end of such period of the Participant's status as an Active Participant. If the Participant returns to work within the Two Year Deferral Period and continues to work a sufficient amount to achieve three hundred seventy-five (375) Hours of Work in the twelve (12) month period beginning on the date the Participant returns to work, or demonstrates availability for work within the Jurisdiction of the Union for at least eight (8) months in said succeeding twelve (12) month period, then the Participant's benefit shall not be calculated separately for the period following the diagnosis of the serious health condition, but shall be tabulated as if there were no interruption of active status during the period absence due to the serious health condition of the Participant's Spouse, child of any age or parent. This shall not affect separate calculations based upon a period of inactive status not resulting from the serious health condition or resulting from a subsequent serious health condition for which the Participant does not fulfill the requirements for an exception to the separate calculation rule.

For purposes of this rule, “child” means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis and “parent” means a biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the Participant and does not include a parent-in-law.

For purposes of this rule, “serious health condition” means an illness, injury, impairment or physical or mental condition that involves either an overnight stay in a hospital, hospice, or residential medical care facility, including any inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment therefor, or recovery therefrom, or any subsequent treatment in connection with the care provided a facility; or “continuing treatment” by a health care provider.

“Continuing treatment” includes any one or more periods of incapacity of more than three consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition that also involves in-person treatment two or more times within thirty days of the first day of incapacity, unless extenuating circumstances exist, or in-person treatment by a health care provider on at least one occasion that results in a regimen of continuing treatment under the supervision of the health care provider, with the first or only in-person treatment visit to occur within seven days of the first day of incapacity; incapacity due to pregnancy or for prenatal care; incapacity or treatment for such incapacity due to a chronic serious health condition that requires periodic visits, continues over an extended period of time and that may cause episodic rather than a continuing period of incapacity; incapacity which is permanent or long-term due to a condition for which treatment may not be effective; conditions requiring multiple treatments; and/or incapacity due to pregnancy or prenatal care or chronic conditions even through treatment is not received and even if the absence does not last more than three consecutive, full calendar days.

This serious health condition is intended to be determined under the rules and guidance issued under 29 CFR 825.113 and related regulations.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Amendment to the UA Local 190 Pension Plan, as approved at the Board of Trustees meeting held January 20, 2020.

**TRUSTEES representing UA Local 190
Plumbers/ Pipefitters/ Service Technicians/
Gas Distribution:**

**TRUSTEES representing Greater
Michigan Plumbing & Mechanical
Contractors Association, Inc.**

Randall Whitaker

Nancy Cummins

Douglas Mayher, Jr.

John Darr

Andy Fielder

Michael Darr

David Forbes

Jeremy Finn

Alternate: Walter Cosens

**AMENDMENT TO THE
UA LOCAL 190 PENSION PLAN**

THIS AGREEMENT is executed at Ann Arbor, Michigan, by the Trustees of UA Local 190 Pension Plan and Trust, effective as stated herein.

WITNESSETH:

WHEREAS, the Trustees on December 22, 2014 established an amended and restated retirement pension plan, entitled "UA Local 190 Pension Plan" (the "Plan") and the Trustees desire to amend the Plan for the sole and exclusive benefit of the participants, their dependents and beneficiaries; and

WHEREAS, the Plan hereby amended is intended to qualify under and satisfy the requirements of Internal Revenue Code Section 401(a), as it may hereafter be amended from time to time, and the Employee Retirement Income Security Act of 1974, as it may hereafter be amended from time to time;

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements hereinafter set forth, the Trustees hereby amend the Plan as follows, effective June 1, 2019:

The following paragraphs are added at the end of Article 3 "Benefit Credit, Voluntary Contributions and Accrued Benefit," Section 3.3 Accrued Benefit:

Subject to the preceding provision for calculation of Accrued Benefit of a Participant who has been an Inactive Participant in the past, the Accrued Benefit of a Participant who is an Active Participant on May 31, 2019 and is credited with 375 or more Hours of Work for which an Employer is required to make contributions to this Plan in either of the two Plan Years ending May 31, 2018 or May 31, 2017 shall be a monthly benefit in the amount of ninety three dollars (\$93) multiplied by the Participant's respective Years of Benefit Credit since the Participant's latest Permanent Break in Service, if any. The Accrued Benefit of a Participant who is an Inactive Participant on May 31, 2019 and who again becomes an Active Participant after that date shall be determined under the preceding provisions for calculation of the benefit of a Participant who has been an Inactive Participant in the past.

Participants who are Retired Participants or Disabled Participants as of May 31, 2019, Deceased Participants' Beneficiaries or Surviving Annuitants who are receiving a survivor annuity as of May 31, 2019 and alternate payees who are receiving benefits pursuant to a qualified domestic relations order as of May 31, 2019, shall receive a one-time extra one-month benefit payment for the month of December, 2019.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Amendment to the UA Local 190 Pension Plan, as approved at the Board of Trustees meeting held April 15, 2019.

**TRUSTEES representing UA Local 190
Plumbers/ Pipefitters/ Service Technicians/
Gas Distribution:**

**TRUSTEES representing Greater
Michigan Plumbing & Mechanical
Contractors Association, Inc.**

Kevin Groeb

Nancy Cummins

Douglas Mayher, Jr.

John Darr

Andy Fielder

Michael Darr

Jeremy Finn

Alternate Union Trustee:

Alternate Employer Trustee:

David Forbes

**AMENDMENT TO THE
UA LOCAL 190 PENSION PLAN**

THIS AGREEMENT is executed at Ann Arbor, Michigan, by the Trustees of UA Local 190 Pension Plan and Trust, effective as stated herein.

WITNESSETH:

WHEREAS, the Trustees on December 22, 2014 established an amended and restated retirement pension plan, entitled "UA Local 190 Pension Plan" (the "Plan") and the Trustees desire to amend the Plan for the sole and exclusive benefit of the participants, their dependents and beneficiaries; and

WHEREAS, the Plan hereby amended is intended to qualify under and satisfy the requirements of Internal Revenue Code Section 401(a), as it may hereafter be amended from time to time, and the Employee Retirement Income Security Act of 1974, as it may hereafter be amended from time to time;

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements hereinafter set forth, the Trustees hereby amend the Plan as follows, effective June 1, 2018:

The following paragraphs are added at the end of Article 3 "Benefit Credit, Voluntary Contributions and Accrued Benefit," Section 3.3 Accrued Benefit:

Subject to the preceding provision for calculation of Accrued Benefit of a Participant who has been an Inactive Participant in the past, the Accrued Benefit of a Participant who is an Active Participant on May 31, 2018 and is credited with 375 or more Hours of Work for which an Employer is required to make contributions to this Plan in either of the two Plan Years ending May 31, 2017 or May 31, 2016 shall be a monthly benefit in the amount of ninety dollars (\$90) multiplied by the Participant's respective Years of Benefit Credit since the Participant's latest Permanent Break in Service, if any. The Accrued Benefit of a Participant who is an Inactive Participant on May 31, 2018 and who again becomes an Active Participant after that date shall be determined under the preceding provisions for calculation of the benefit of a Participant who has been an Inactive Participant in the past.

Participants who are Retired Participants or Disabled Participants as of May 31, 2018, Deceased Participants' Beneficiaries or Surviving Annuitants who are receiving a survivor annuity as of May 31, 2018 and alternate payees who are receiving benefits pursuant to a qualified domestic relations order as of May 31, 2018, shall receive a one-time extra one-month benefit payment for the month of December, 2018.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Amendment to the UA Local 190 Plumbers/ Pipefitters/ Service Technicians/ Gas Distribution Pension Plan, as approved at the Board of Trustees meeting held May 21, 2018.

**TRUSTEES representing UA Local 190
Plumbers/ Pipefitters/ Service Technicians/
Gas Distribution:**

**TRUSTEES representing Greater
Michigan Plumbing & Mechanical
Contractors Association, Inc.**

Kevin Groeb

Sandra L. Miller

David Forbes

John Darr

Douglas Mayher, Jr.

Michael Darr

Andy Fielder

Jeremy Finn

Alternate Union Trustee:

Dennis Shoner, Jr.

**AMENDMENT TO THE
UA LOCAL 190 PENSION PLAN**

THIS AGREEMENT is executed at Ann Arbor, Michigan, by the Trustees of UA Local 190 Pension Plan and Trust, effective as stated herein.

WITNESSETH:

WHEREAS, The Trustees on December 22, 2014, established an amended and restated retirement pension plan, entitled "UA Local 190 Pension Plan" (the "Plan") and the Trustees desire to amend the Plan for the sole and exclusive benefit of the participants, their dependents and beneficiaries; and

WHEREAS, the Plan hereby amended is intended to qualify under and satisfy the requirements of Internal Revenue Code Section 401(a), as it may hereafter be amended from time to time, and the Employee Retirement Income Security Act of 1974, as it may hereafter be amended from time to time;

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements hereinafter set forth, the Trustees hereby amend the Plan as follows:

The Board of Trustees hereby adopts the following amendment to the UA Local 190 Pension Plan effective April 1, 2018.

Section 13.2.3 "Claims Procedure Regarding Disability Determinations" is deleted in its entirety and replaced by a new Section 13.2.3 as follows:

13.2.3 Claims Procedure Regarding Disability Determinations. This procedure applies to determinations of Disability. A Participant who believes the Participant is entitled to a benefit under this Plan due to Disability must submit a claim in writing to the Plan Administrator. If a Participant's claim is denied by the Plan Administrator in whole or in part, the Participant will be notified within a reasonable period of time, but no later than 45 days after the Plan receives the claim. This period may be extended one time by the Plan for up to 30 days if the Plan determines that the extension is needed because of matters beyond the control of the Plan and tells the Participant (within the initial 45 days) of those circumstances and when the Plan expects to make the decision. If the extension is needed because the Participant did not provide enough information to make the decision, the notice of extension will describe the additional information necessary, and the Participant will have at least 45 days from receiving the notice to provide the information.

Participants will have the opportunity to submit written comments, documents, records, and other information relating to a claim for determination of Disability. Participants will be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claim for determination of Disability. A document, record, or other information will be considered relevant to a claim if it was relied upon in making the Disability determination, or was submitted, considered, or generated in the course of making the benefit determination, regardless of whether it was relied upon in making the determination. Review of an appeal will take into account all comments, documents, records, and other information submitted by the

Participant, regardless of whether such information was submitted or considered in the initial determination.

Decisions regarding hiring, compensation, termination, promotion, or other similar matters with respect to any individual making claims decisions (such as a claims adjudicator or medical or vocational expert) will not be made based upon the likelihood that the individual will support the denial of a finding of Disability.

If a Participant's claim is denied in whole or in part, the Participant will be advised in writing or electronically. The notification will include the specific reasons or reasons for the adverse determination, reference to the specific Plan provisions on which the determination is based, a description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary, a description of the Plan's review procedures and the time limits applicable to such procedures, including a statement of the Participant's right to bring a civil action under ERISA Section 502(a) after an adverse benefit determination on review.

The notification will also include a discussion of the decision, including an explanation of the basis for disagreeing with or not following: (i) the views presented by the Participant to the Plan of health care professionals treating the Participant and vocational professionals who evaluated the Participant; and (ii) the views of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with a Participant's adverse benefit determination, without regard to whether the advice was relied upon in making the benefit determination. The Plan will recognize a Disability determination regarding the Participant presented by the Participant to the Plan made by the Social Security Administration.

If a Participant's claim is denied in whole or in part based on a medical necessity or experimental treatment or similar exclusion or limit, the written denial will include either an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to the Participant's medical circumstances, or a statement that such explanation will be provided free of charge upon request. The written denial will include the specific internal rules, guidelines, protocols, standards or other similar criteria of the Plan relied upon in making the adverse determination or, alternatively, a statement that such rules, guidelines, protocols, standards or other similar criteria of the Plan do not exist. The written notice will also include a statement that the participant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the Participant's claim for benefits.

If a Participant's claim is denied, the Participant has the right to a full and fair review. Upon request, the Participant will be provided, free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the Participant's claim for benefits. A document, record, or other information will be considered relevant to a Participant's claim if it was relied upon on making the decision, or was submitted, considered or generated in the course of making the benefit decision, regardless of whether it was relied upon in making the decision. Reviews of denials of benefits will take into account all comments, documents, records, and other information the Participant submits regarding the claim. In general, a Participant has 180 days after receiving the notice of the denial of the claim in which to request the review, to review pertinent documents, and to submit documents and written comments to a review committee

composed of different individuals than were involved in the initial determination. The review shall meet the standards of Department of Labor Regulation Section 2560.503-1(h)(4).

In the case of a retroactive determination that a Disabled Participant is no longer Disabled, such a determination is an adverse benefit decision subject to appeal.

The review will not afford deference to the initial adverse determination and will be conducted by an appropriate named fiduciary of the Plan who is neither the individual who made the adverse benefit determination that is the subject of the appeal, nor the subordinate of such individual. In deciding the appeal of any adverse benefit determination that is based in whole or in part on a medical judgment, including determinations with regard to whether a particular treatment, drug, or other item is experimental, investigational, or not medically necessary or appropriate, the appropriate named fiduciary must consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment. Such health care professional will not be the individual who was consulted in connection with the adverse benefit determination that is the subject of the appeal, or the subordinate of such individual. The identity of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with a Participant's adverse benefit determination will be provided to a Participant, regardless of whether the advice was relied upon in making the benefit determination.

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

In the case of a denial of a finding of Disability on review, if applicable, the Plan Administrator will provide a discussion of the decision, including an explanation of the basis for disagreeing with or not following: the views presented by the Participant to the Plan of health care professionals treating the Participant and vocational professionals who evaluated the Participant; and the views of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with the adverse benefit determination, without regard to whether the advice was relied upon in making the adverse benefit determination. The determination of Disability made by the Social Security Administration regarding the Participant will be recognized.

In the case of a denial of a finding of Disability on review, the Plan Administrator will provide either the specific internal rules, guidelines, protocols, standards or other similar criteria of the Plan relied upon in making the adverse benefit determination, or

alternatively, a statement that such rules, guidelines, protocols, standards or other similar criteria of the Plan do not exist.

The Plan Administrator shall make a benefit determination no later than the date of the meeting of the Joint Board of Trustees of the Plan that immediately follows the Plan's receipt of a request for review, unless the request for review is filed within 30 days preceding the date of such meeting. In such case, a benefit determination may be made by no later than the date of the second meeting following the Plan's receipt of the request for review. If special circumstances require a further extension of time for processing, a benefit determination shall be rendered not later than the third meeting of the Board of Trustees following the Plan's receipt of the request for review. If such an extension of time for review is required because of special circumstances, the Plan Administrator shall notify the Participant in writing of the extension, describing the special circumstances and the date as of which the benefit determination will be made, prior to the commencement of the extension. The Plan Administrator shall notify the Participant of the benefit determination as soon as possible, but not later than 5 days after the benefit determination is made.

A Participant will be given written or electronic notification of the result of the Participant's appeal. If it is an adverse determination, the Participant will be told the reason(s) and the plan provisions (and any internal rules, guidelines, protocols, or similar criteria) on which the decision was based. The Participant will also be told that the Participant has the right to receive, upon request and free of charge, reasonable access to (and copies of) all documents, records, or other information relevant to the Participant's claim for benefits, and will be informed of the Participant's rights to file a lawsuit under ERISA Section 502(a). The notice will also describe any applicable contractual limitations period that applies to the Participant's right to bring such an action, including the calendar date on which the contractual limitations period expires for the claim.

No lawsuit may be brought to recover benefits before completion of the appeals procedure, unless the Plan fails to strictly adhere to all the requirements of this section with respect to a claim, other than *de minimis* violations that do not cause, and are not likely to cause, prejudice or harm to the Participant so long as the Plan demonstrates that the violation was for good cause or due to matters beyond the control of the Plan and that the violation occurred in the context of an ongoing, good faith exchange of information between the Plan and the Participant. No lawsuit may be brought after any applicable contractual limitations period imposed under the Plan, or after the date identified in the notice of claim denial.

The Plan Administrator and subsequent review committee have sole authority to make final determinations regarding any application for benefits and the interpretation of the Plan, any other regulations, procedures or administrative rules adopted by the Plan Administrator. Decisions in such matters are final and binding on all persons dealing with the Plan or claiming a benefit from the Plan. If such a decision is challenged in court, it is the Board of Trustees' intention that such decision is to be upheld unless it is determined to be arbitrary or capricious.

IN WITNESS WHEREOF, the parties have executed this Amendment to the UA Local 190 Plumbers/ Pipefitters/ Service Technicians/ Gas Distribution Pension Plan, as agreed at the Board of Trustees meeting held March 19, 2018:

TRUSTEES representing UA Local 190
Plumbers/ Pipefitters/ Service Technicians/
Gas Distribution:

TRUSTEES representing the Greater
Michigan Plumbing & Mechanical
Contractors Association, Inc.

Union Trustees

Employer Trustees

Kevin Groeb

Sandra Miller

David Forbes

John Darr

Douglas Mayher, Jr.

Michael Darr

Andy Fielder

Jeremy Finn

Alternate Trustee:

Jeffrey M. Henry

UA LOCAL 190 PENSION PLAN

As Restated Effective June 1, 2014

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UA LOCAL 190 PENSION PLAN

WHEREAS, pursuant to authority granted to them by the provisions of the Agreement and Declaration of Trust (the “Trust Agreement”) establishing the UA LOCAL 190 PENSION TRUST (formerly known as the UA LOCAL 190 PLUMBERS/ PIPEFITTERS/ SERVICE TECHNICIANS/ GAS DISTRIBUTION PENSION TRUST, which was formerly known as the PLUMBERS & PIPEFITTERS LOCAL NO. 190 PENSION TRUST) (the “Trust”), the Trustees serving thereunder formulated and adopted a pension plan effective as of June 1, 1962, which plan was intended to qualify under Section 302(c) of the Taft Hartley Act of 1947 (the “Plan”); and

WHEREAS, in exercise of the powers reserved to them by virtue of the Trust Agreement, the Trustees have, from time to time, amended the provisions of the Plan to comply with the applicable provisions of the Employee Retirement Income Security Act of 1974 and the Internal Revenue Code of 1986, as those laws have been amended from time to time, as well as the applicable regulations issued under those laws and other pertinent legislation, regulations and rulings; and

WHEREAS, the Trustees have also implemented various improvements in the benefit provisions of the Plan from time to time; and

WHEREAS, in order to promote clarity in the Plan document and to properly reflect the provisions of the Plan as they are in effect as of June 1, 2014, the Trustees desire to have the Plan as adopted and amended prior to the date of this restated document (“Prior Plan”) restated in its entirety;

NOW, THEREFORE, in exercise of the power reserved to them in the Trust Agreement, the Trustees of the UA Local 190 Pension Trust hereby amend, restate and continue the Plan in this updated document so that as of June 1, 2014, (or earlier effective dates, as otherwise stated herein) the Plan shall continue to be known as the “UA Local 190 Pension Plan” and shall read as follows. Participants’ rights for periods prior to this restatement shall be governed by the provisions of the Plan as reflected by the Prior Plan documents, as amended, except as otherwise stated herein. Regardless of any provisions contained in this Plan, except to the extent permitted by law, regulation, Code Section 7805(b) relief or other relief or guidance issued by the Secretary of Treasury or Commissioner of Internal Revenue, neither this restatement nor any other amendment to this Plan shall eliminate or reduce Code Section 411(d)(6) protected benefits that have already accrued to a Participant at the time of the amendment.

Notwithstanding the above, certain provisions of the Plan, which are described below, have special effective dates, and except as otherwise provided, the Prior Plan(s) provisions apply until the special effective dates:

Change

Change in definition of Spouse to incorporate *United States v. Windsor* and Revenue Ruling 2013-17

Effective

September 16, 2013

Change

Ability to make elections under Code Sec. 431(b)(8) and Internal Revenue Notice 2010-83

Application of Notice 2010-15 with respect to benefits payable on the death of a Plan Participant while performing qualified military service.

Effective

Plan Years ending after August 31, 2008

January 1, 2007

1. DEFINITIONS

- 1.1 Definitions and Meaning in General. Wherever the following words and/or phrases appear in this Plan, they shall have the respective meanings set forth in this Article unless the context clearly indicates to the contrary. The initial letter of each defined word and the initial letter of each word of a defined phrase shall be capitalized wherever used herein to denote its being a defined word or term. Other definitions as required may appear in the text of other Sections of this Plan. Wherever used herein, a singular noun or pronoun shall be deemed to include the plural unless the text of the provision involved clearly indicates the contrary.
- 1.2 Accrued Benefit. The term “Accrued Benefit” shall mean the monthly benefit payable at a Participant’s Normal Retirement Date which has accrued to a Participant according to the benefit formula described in Article 3.
- 1.3 Active Participant. The term “Active Participant” shall mean a Participant who has not yet become a Retired, Deceased, Disabled or Inactive Participant and who has not yet suffered a Permanent Break In Service as described in Section 1.22. A Participant who works under the terms of a collective bargaining agreement between the Participant's employer and the Union which does not require contributions to be made to the Fund on the Participant's behalf shall, provided the Participant was a Participant in the Plan when the Participant started working under such agreement and such work commenced prior to July 1, 1991, be considered as an Active Participant as long as the Participant remains employed under such agreement. If such agreement is terminated or if the Participant ceases work under it, the Participant shall thereafter remain an “Active Participant” only if the Participant continues to meet the other applicable provisions of the Plan.
- 1.4 Actuarial Equivalent. The term “Actuarial Equivalent” means a benefit having the same actuarial value as the benefit which it replaces. Actuarial Equivalents expressed in the form of monthly benefit payments under the Plan other than under the Normal Form described in Section 10.1 shall be determined by using a six and one-half percent (6-1/2%) interest assumption and a Unisex Pension 1984 Mortality Table.

Notwithstanding the preceding paragraph, for purposes of determining the present value of a Participant’s Accrued Benefit payable in either the form of a lump sum of cash or in the Social Security Leveling Option, and for purposes of determining whether such a method of payment is the Actuarial Equivalent of the normal form of benefit described in Section 10.1, the value shall not be less than the value determined using the applicable interest rate and the applicable mortality table. The applicable interest rate is the rate of interest defined in Code Section 417(e) for the lookback month and for the stability period. The stability period is the Plan Year containing the annuity starting date and the lookback month is the second month preceding the Plan Year containing the annuity starting date. The rate of interest defined in Code Section 417(e) shall be the adjusted first, second and third segment rates applied under rules similar to the rules of Code Section 430(h)(2)(C), determined consistent with Treasury guidance issued from time to time. The applicable mortality table is the mortality table

specified for the Plan Year under Code Section 430(h)(3)(A) (without regard to the Code Section 430(h)(3)(C) substitute mortality table, or the Code Section 430(h)(3)(D) mortality table for the disabled), as set forth in IRS Revenue Ruling 2007-67 and any modifications thereto or superseding/subsequent Treasury guidance, which are hereby incorporated by reference.

- 1.5 Association. The term “Association” shall mean the Greater Michigan Plumbing & Mechanical Contractors Association, Inc.
- 1.6 Beneficiary. The person or persons, trust or entity determined under Article 8 or Article 9 to be entitled to receive any benefit to be distributed after the Participant's death. Designation as Beneficiary shall confer no rights hereunder during the Participant's lifetime.
- 1.7 Board of Trustees. The term “Board of Trustees” or “Trustees” shall mean the group consisting of Trustees appointed by the Association and identified as “Employer Trustees” and the Trustees appointed by the Union and identified as “Union Trustees” who are appointed pursuant to the provisions of the Trust Agreement and who are the named fiduciaries of the Fund as described in ERISA.
- 1.8 Break in Service Plan Year. As used herein, “Break In Service Plan Year” shall mean any Plan Year commencing after a Participant has become a Participant and after May 31, 1976, but before the Participant has become Vested in any Accrued Benefit, in which the Participant fails to have 375 Hours of Work.
- 1.9 Code. The term “Code” shall mean the Internal Revenue Code of 1986, as amended from time to time.
- 1.10 Disability. As used herein, the terms “Disability” or “Disabled” shall mean that a Participant has been found by the Board of Trustees on the basis of medical evidence satisfactory to them to have a total and permanent disability, meaning a physical or mental condition which commenced while the individual was an Active Participant or during a Plan Year in which the Participant had at least three hundred seventy-five (375) Hours of Work, and which prevents the Participant from satisfactorily performing the Participant's usual duties for the Participant's Employer, or the duties of such other position or job which the Participant's Employer makes available to the Participant and for which the Participant is qualified by reason of training, education or experience, and such condition is anticipated to last for an undeterminable period of time. Although not required for such a finding by the Board of Trustees, proof of entitlement to Social Security Disability Benefits shall be sufficient proof of Disability.
- 1.11 Effective Date of the Plan. The original Effective Date of the Plan was June 1, 1962.
- 1.12 Eligibility Computation Period. The term “Eligibility Computation Period” shall mean a period of twelve (12) consecutive months commencing with the month in which an Employee is hired or, if an Employee fails to satisfy the Hours of Work requirements for eligibility described in Section 2.1 within the initial Eligibility Computation Period, a new

Eligibility Computation Period shall commence with the month following the month in which the Employee was hired and as of each month thereafter until the Employee shall have the required Hours of Work within a twelve (12) consecutive month period.

1.13 Employee. The term “Employee” shall mean any person on whose account an Employer has been required to make contributions to the Trust Fund, or who is eligible for benefits as provided by the Plan, including business representatives and other Employees of the Union while employed in a paid capacity by the Union and Employees of any Board of Trustees, committee or other agency established to administer or be responsible for fringe benefits funds, educational or other programs established through collective bargaining by the Union and the Association or other bargaining agent for one or more Employers.

1.14 Employer. The term “Employer” shall mean:

1.14.1 any member of the Association who is bound by the terms of a collective bargaining agreement between the Union and the Association to make contributions to the Trust Fund,

1.14.2 any other Employer engaged in work coming within the Jurisdiction of the Union who is obliged, by a collective bargaining agreement or other written agreement, to make contributions to the Trust Fund,

1.14.3 the Union to the extent, and solely to the extent, that it acts in the capacity of an Employer of its business representatives or other Employees on whose behalf it makes contributions to the Trust Fund, and

1.14.4 any Board of Trustees, committee or other agency (other than a contract third-party administrator) established to administer or be responsible for employee benefit funds, educational or other programs established through collective bargaining by the Union and the Association, solely for the purpose of making contributions to the Trust Fund on behalf of Employees employed by such Board of Trustees, committee or other agency.

1.15 ERISA. The term “ERISA” shall mean the Employee Retirement Income Security Act of 1974 and the rules and regulations promulgated thereunder, as the Act and rules and regulations may, from time to time, be amended or interpreted by courts of competent jurisdiction.

1.16 Hours of Work. The term “Hours of Work” shall include:

1.16.1 Each hour for which an Employee is paid, or entitled to payment, for the performance of duties for Employer during the Plan Year. Such hours shall be credited to the Plan Year in which the duties are performed.

1.16.2 Each hour for which back pay, irrespective of mitigation of damages, is either awarded or agreed to by Employer for the performance of duties for Employer. Such

hours shall be credited to the Plan Year in which the duties were performed. In no event shall the same hours be credited under this Section 1.16.2 if already credited under Section 1.16.1 above.

- 1.16.3 The hours which would normally have been worked for an Employer during an absence due to service in the Armed Forces of the United States, provided that the absence is covered by the Uniformed Services Employment Restoration Rights Act and Code Section 414(u), provided that the granting of such hours as Hours of Work shall be conditioned upon the Participant's return to employment with an Employer within the period provided by law.
- 1.16.4 Solely for purposes of preventing a Break In Service Plan Year as defined in Section 1.8 from occurring in a Plan Year, Hours of Work will be credited to a Participant if the Participant is absent from work for maternity or paternity reasons. The Hours of Work which shall be credited shall be equal to the Hours of Work which would otherwise be credited to the Participant for such absence, or, in any case in which such Hours of Work cannot be determined, eight.(8) Hours of Work per day of absence. For purposes of this provision an absence from work for maternity or paternity reasons means an absence occasioned by 1) the pregnancy of the Participant, 2) the birth of a child of the Participant, 3) the placement of a child with the Participant in connection with the adoption of such child by the Participant, or 4) for purposes of caring for such child for a period beginning immediately following such birth or placement. The Hours of Work credited under this provision shall be credited 1) in the Plan Year in which the absence begins if the crediting is necessary to prevent a Break In Service Plan Year in that Plan Year, or 2) in all other cases, in the following Plan Year. Notwithstanding the foregoing, no Hours of Work shall be credited hereunder unless the Participant furnishes the Board of Trustees with timely information as the Board of Trustees may require to establish that the Participant's absence from work is due to one of the reasons described herein and the number of days for which there was such an absence.
- 1.16.5 Hours of Work shall be computed in accordance with Department of Labor regulations 2530.200b - 2(b) and (c) and 2530.200b - 3(d).
- 1.16.6 Pursuant to the U.A. Canadian Pipeline Industry National Pension Plan American Travelers Reciprocal Agreement Pro Rata/Partial Pension for Pension Funds of the United Association (in this subsection, "the Agreement"), certain Employees who travel to local unions in Canada will be credited with Hours of Work, as follows:
 - 1.15.6.1 Employees Affected. These provisions shall only apply for Employees who have (or had before incurring a Break in Service) at least 150 hours of future service credit in the Canadian Pipeline Plan and at least 150 Hours of Work under the Plan or 150 contributory hours (any hours of employment for which contributions are remitted on an Employee's behalf to a pension fund signatory to the

Addendum, irrespective of whether such pension fund is a defined benefit or a defined contribution plan).

- 1.15.6.2 **Recognition of Hours of Service.** The Plan will recognize hours of future (contributory) service under the Canadian Pipeline Plan as Hours of Work (including any such hours of service earned prior to when the Canadian Pipeline Plan signed the Addendum) for the purposes of vesting and eligibility for a pro rata/partial pension, but not for purposes of determining Years of Benefit Credit (or any related purpose, such as for determining Breaks in Service in order to determine the applicable benefit rate(s)).

These provisions shall be construed so as to resolve any ambiguity in favor of crediting a Participant with Hours of Work.

- 1.17 **Inactive Participant.** The term “Inactive Participant” shall mean a Participant who has not yet become a Retired, Deceased or Disabled Participant, who has not yet suffered a Permanent Break In Service, as described in Section 1.22, and who has not had at least three hundred seventy-five (375) Hours of Work in the preceding Plan Year at the time of reference.
- 1.18 **Jurisdiction.** The term “Jurisdiction” shall mean the type of work normally claimed by the Union in accordance with the Constitution, By-laws, rules, regulations and agreements of the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, which is performed within the geographic area assigned to the Union. Work may come within the Jurisdiction of the Union whether or not it is performed for an Employer.
- 1.19 **Owner Employee.** An individual who is a member of UA Local 190 Plumbers/ Pipefitters/ Service Technicians/ Gas Distribution, who is employed as a worker or a supervisor or manager of workers in the trades subject to the Union’s Jurisdiction by an Employer, and who controls the day to day business of such Employer through an ownership interest, either by him or herself or together with other owners of such Employer and members of their families.
- 1.20 **Participant.** The term “Participant” shall mean an Employee who has met the eligibility requirements for participation set forth in Section 2.1. While in Participant status, a Participant shall be referred to as an “Active Participant,” “Retired Participant,” “Deceased Participant,” “Disabled Participant,” “Vested Participant,” or “Inactive Participant,” whichever is appropriate.
- 1.21 **Pension Plan or Plan.** The term “Pension Plan” or “Plan” shall mean the Pension Plan adopted by the Board of Trustees pursuant to which eligibility rules, benefits and rights of Participants and their Beneficiaries are determined.

- 1.22 Permanent Break In Service. The term “Permanent Break In Service” shall mean the last day of the Plan Year prior to attainment of vesting in Accrued Benefits when a Participant's consecutive Break In Service Plan Years equals the greater of the number of the Participant's Years of Vesting Service, whether or not consecutive, or five (5). If a Participant's Break In Service is due to involuntary conditions such as incapacity (including Disability), service in the armed forces, incarceration, or lack of covered employment as certified by the Union Business Manager, Break In Service Plan Year(s) attributable to the involuntary conditions shall not be included for purposes of determining if the Participant has suffered a Permanent Break In Service. Whether a situation is or is not beyond the control of a Participant shall be determined by the Trustees in their judgment. No Vested Participant shall ever suffer a Permanent Break In Service.
- 1.23 Plan Year. The term “Plan Year” means a period of twelve (12) consecutive months beginning on June 1st of any calendar year and ending on May 31st of the following calendar year.
- 1.24 Retire. The term “Retire” shall mean the complete cessation of all kinds of work in the same craft or industry included within the Jurisdiction of the Union whether or not performed for an Employer. Once a Participant commences receiving monthly benefits under the Plan, the Participant shall not be deemed to be “Retired” for any month in which all of the conditions set forth in Section 10.7, which permit a suspension of a Participant's monthly benefits, have been met.
- 1.25 Retired Participant. A Participant who has Retired and has begun receiving benefits after meeting the requirements for an Early or Normal Retirement Benefit.
- 1.26 Spouse. The person to whom the Participant is legally married. A person shall be considered to be legally married to a Participant if the marriage of the person and the Participant was validly entered into in a state or country whose laws authorize the marriage, regardless of whether the marriage would be valid under the laws of the state or country of domicile. This provision shall be construed in accordance with Revenue Ruling 2013-17 and any superseding/subsequent guidance.
- 1.27 Surviving Spouse. The Spouse to whom a Participant, Retired Participant, Disabled Participant or Inactive Participant has been legally married for at least one (1) year at the time of the Participant's death, except that after the death of a Participant whose benefits became payable under a Qualified Joint and Survivor Annuity Form described in Section 10.2, the Participant's Surviving Spouse, if any, shall mean the person to whom the Participant was legally married at the time the Participant's benefits first became payable provided such person and the Participant were married for at least one year before the Participant's death and the person is still alive at the time of the Participant's death, unless this result has been altered by a qualified domestic relations order. The only effect of the one-year marriage requirement is to deny survivor benefits to a Spouse who was not married to the Participant for at least a one-year period prior to the Participant's death. For all other purposes under the Plan, including the waiver and consent rules of Article 10 and the requirement that benefits of a married Participant be paid in the form of a Qualified Joint and Survivor

Annuity unless the waiver and consent requirements are satisfied, a Participant who is married for less than a year shall be treated as married to the Participant's Spouse during the first year of the marriage.

- 1.28 Trust Agreement. The term "Trust Agreement" shall mean the Agreement and Declaration of Trust originally effective March 22, 1962, as that instrument has previously been amended and which may, from time to time, be further amended.
- 1.29 Trust Fund. The term "Trust Fund" or "Fund" shall mean the UA Local 190 Pension Trust (formerly known as the "UA Local 190 Plumbers/ Pipefitters/ Service Technicians/ Gas Distribution Pension Trust", which was formerly known as the Plumbers & Pipefitters Local No. 190 Pension Trust) and all of the assets thereof.
- 1.30 Trustees. The term "Trustees" shall mean the Board of Trustees.
- 1.31 Union. The term "Union" shall mean UA Local 190 Plumbers/ Pipefitters/ Service Technicians/ Gas Distribution, also known as United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada (AFL-CIO) Local 190, with principal offices in Washtenaw County, Michigan.
- 1.32 Vested. The term "Vested" shall mean satisfaction of the requirements of Sections 7.1 or 4.1 after the Participant's most recent Permanent Break in Service, if any. A Participant who has become Vested is referred to as a "Vested Participant." A Participant may be a Vested Participant whether or not the Participant is an Active Participant or an Inactive Participant.
- 1.33 Voluntary Contributions. The term "Voluntary Contributions" shall mean contributions voluntarily made by a Vested Participant under the provisions set forth in Article 3.
- 1.34 Year of Benefit Credit. The term "Year of Benefit Credit" or "Benefit Credit" shall mean the service units or fractions thereof used in Article 3 to determine the dollar amount of a Participant's Accrued Benefit.
- 1.35 Year of Vesting Service. The term "Year of Vesting Service" shall mean a year which counts toward a Participant's vesting and the minimum number of Years of Vesting Service required to qualify for payment of each of the different types of benefits under the Plan, and is determined in accordance with the provisions of Section 2.2.

2. ELIGIBILITY AND YEARS OF VESTING SERVICE

- 2.1 Eligibility for Participation. Each Participant in the Plan as of May 31, 2014 who did not suffer a Permanent Break In Service as of that date shall continue as a Participant in the Plan as of June 1, 2014, and their rights as a Participant shall be governed by the provisions of this Plan.

Each person who becomes an Employee but who was not a Participant as of May 31 2014, shall become a Participant on the first day of the month following the crediting, during the Employee's Eligibility Computation Period defined in Section 1.12, of at least three hundred seventy-five (375) Hours of Work for which an Employer or Employers are required to make contributions to the Fund.

Any Participant whose covered employment terminates for any reason, whether Vested or not at the time of such termination, shall, upon being rehired in a capacity under which the Participant again qualifies as an Employee, immediately resume status as a Participant.

- 2.2 Year of Vesting Service. A Year of Vesting Service shall mean a Plan Year during which a Participant had at least eight hundred seventy (870) Hours of Work for which contributions were made or required to be made to the Fund on the Participant's behalf by an Employer. Such Hours of Work shall also include work for any entity within an Employer's controlled group, whether or not such work is performed under the Jurisdiction of the Union.
- 2.3 Breaks in Service. A Participant who becomes an Inactive Participant shall not receive additional Years of Vesting Credit until the Participant becomes an Active Participant. A Participant who incurs a Permanent Break in Service shall lose all Years of Vesting Service credited before the Permanent Break in Service.
- 2.4 Years of Vesting Service for Contiguous Non-Covered Employment. Non-Covered Employment shall be employment with an Employer which does not come within the Jurisdiction of the Union. If an Employee was employed in Non-Covered Employment and becomes a Participant in the Plan while working for an Employer, the Employee shall be given Years of Vesting Service for the Employee's contiguous employment with the Employer immediately prior to the date the Employee's work comes within the Jurisdiction of the Union, but in no event for any such employment prior to the date the Employer became a contributing Employer to the Fund. The Years of Vesting Service thus granted retroactively shall be based on Hours of Work as opposed to Hours for which contributions were received or required and shall be used for determining eligibility for benefits (vesting) only and shall not be used for purposes of Years of Benefit Credit.

A Participant who becomes employed in Non-Covered Employment for an Employer immediately after the Participant has been working under the Jurisdiction of the Union shall continue to accrue Years of Vesting Service for such contiguous Non-Covered Employment based on the Participant's Hours of Work; but such Years of Vesting Service shall be used

for determining eligibility for benefits (vesting) only and shall not be used for purposes of Years of Benefit Credit.

- 2.5 Years of Vesting Service for Other Employment. If a Participant becomes employed by the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada or by a Building or Construction Trades Council, a Central Labor Body, a State or Federal Department of Labor, or the American Federation of Labor - Congress of Industrial Organizations, or any of its Departments, the Participant shall continue to accrue Years Of Service for such employment based on the Participant's Hours of Work, but such Years shall be used for determining eligibility for benefits (vesting) only and shall not be used for purposes of Years of Benefit Credit. This accrual shall be granted only so long as the Participant continuously works in such a capacity as described herein.
- 2.6 Years of Vesting Service for On-The-Job Injury. If a non-Vested Participant suffers an on-the-job injury while working for a contributing Employer or for an employer who contributes to another pension fund with which the Fund has a reciprocity agreement and such contributions are transferred to the Fund, and such Participant qualifies for a Disability Retirement Benefit pursuant to the provisions of Section 6.1, the Participant shall continue to be credited with Years of Vesting Service while the Participant is receiving such a Disability Retirement Benefit until such time as the Participant meets the requirements of Section 7.1 and becomes a Vested Participant, but such Years shall be used for determining eligibility for benefits (vesting) only and shall not be used for purposes of Years of Benefit Credit.
- 2.7 Credit for Years of Vesting Service for Portsmouth, Ohio Local 577 Transferees. Ohio gas distribution workers who formerly were members of the Union and who transferred to Local 577 of Portsmouth, Ohio and who transfer back to the Union by December 31, 2000 shall be credited with Years of Vesting Service (but not Years of Benefit Credit) for their hours of service under Local 577 of Portsmouth, Ohio's jurisdiction for purposes of meeting the Years of Vesting Service requirements for benefits under the Plan. The Accrued Benefit of any such worker shall be determined under the provisions for Participants who become Inactive Participants based on Years of Benefit Credit determined without regard to this provision.
- 2.8 Credit for Years of Service With Respect to Qualified Military Service. Notwithstanding any provision of this Plan to the contrary, effective with respect to reemployments initiated on or after December 12, 1994, credit for Years of Service with respect to qualified military service will be provided in accordance with Section 414(u) of the Code. A person who dies or becomes disabled on or after January 1, 2007 while performing qualified military service shall be treated as having been reemployed on the day before death or disability and terminating employment on account of death or disability the next day, and therefore shall be credited with Years of Service in accordance with Code Section 414(u) for purposes of this Article as if reemployed in accordance with Code Section 414(u). This provision will be construed in accordance with Code Section 414(u)(12), Notice 2010-15 and any superseding/ subsequent guidance.

3. BENEFIT CREDIT, VOLUNTARY CONTRIBUTIONS AND ACCRUED BENEFIT

3.1 Benefit Credit. Each Participant shall earn Years of Benefit Credit based on the Participant's Hours of Work in each Plan Year of the Participant's participation.

For each Plan Year between the Effective Date of the Plan and June 1, 1972, a Participant will be credited with a Year of Benefit Credit or fraction thereof based on the following table:

Hours of Service in Plan Year	Year of Benefit Credit
1,600 or more	1 Year
1,200 to 1,599	3/4 Year
800 to 1,199	1/2 Year
400 to 799	1/4 Year
Less than 400	0

For each Plan Year commencing after May 31, 1972, but before June 1, 1991, a Participant will be credited with a Year of Benefit Credit or fraction based on the following table:

Hours of Service in Plan Year	Year of Benefit Credit
1,500 or more	1 Year
1,125 to 1,499	3/4 Year
750 to 1,124	1/2 Year
375 to 749	1/4 Year
Less than 375	0

For each Plan Year commencing after May 31, 1991, but before May 31, 1993, that a Participant has at least three hundred seventy-five (375) Hours of Work, the Participant shall be credited with a Year of Benefit Credit or fraction thereof in tenths of a year (including Credit for more than a Year of Benefit Credit where such fraction may exceed one (1)) determined by dividing the actual number of the Participant's Hours of Work for such Plan Year by one thousand five hundred (1,500).

For each Plan Year commencing after May 31, 1993, that a Participant has at least three hundred seventy-five (375) Hours of Work, the Participant shall be credited with a Year of Benefit Credit or fraction thereof in tenths of a year (including Credit for more than a Year of Benefit Credit where such fraction may exceed one (1)) determined by dividing the total

dollar amount of pension contributions made or required to be made on behalf of the Participant during such Plan Year by the product produced by multiplying one thousand five hundred (1,500) by the highest rate of hourly contribution to the Plan made on behalf of any Participant working under a collective bargaining agreement with the Union for that Plan Year.

As of any date that total Years of Benefit Credit are being determined, after the individual Years of Benefit Credit as calculated above are added together, the result shall be rounded to the nearest one-tenth (1/10) of a year.

For the Plan Year commencing June 1, 2004, each Participant who has at least three hundred seventy-five (375) Hours of Work in that Plan Year shall be credited with a Year of Benefit Credit or fraction thereof in tenths of a year (including Credit for more than a Year of Benefit Credit where such fraction may exceed one (1)) determined by dividing the total dollar amount of pension contributions made or required to be made on behalf of the Participant during such Plan Year by the product produced by multiplying one thousand five hundred (1,500) by the highest June, 2004 rate of hourly contribution to the Plan made on behalf of any Participant working under a collective bargaining agreement with the Union. The result shall be rounded to the nearest one-tenth (1/10) of a year.

For each Plan Year commencing after May 31, 2005, that a Participant has at least three hundred seventy-five (375) Hours of Work, the Participant shall be credited with a Year of Benefit Credit or fraction thereof in tenths of a year (including Credit for more than a Year of Benefit Credit where such fraction may exceed one (1)) determined as follows:

3.1.1 The numerator of the fraction shall be the total dollar amount of pension contributions made or required to be made on behalf of the Participant during such Plan Year.

3.1.2. The denominator of the fraction shall be determined as follows:

3.1.2.1 The highest rate of hourly contribution that was in effect throughout the entire calendar month on behalf of any Participant working under a collective bargaining agreement with the Union shall be determined for each calendar month in the Plan Year. If the increase in the highest rate of hourly contribution causes a significant reduction in the rate of future benefit accrual under the Plan, an increase in the highest rate shall not be recognized for this purpose before the first day of the month after the Plan Administrator makes a good-faith attempt to comply with the notice requirements of ERISA Section 204(h) by notifying affected Participants, affected alternate payees, and the Union, at least 15 days before said month, of the effect of the highest rate increase on future benefit accruals.

3.1.2.2 The rate so determined for each separate month shall be multiplied by One Hundred Twenty-Five (125).

3.1.2.3 The sum of the amounts so determined for each month in the Plan Year shall be calculated.

3.1.3 The amount determined in 3.1.1 shall be divided by the amount determined in 3.1.2, and the result shall be rounded to the nearest one-tenth (1/10) of a year.

For each Plan Year commencing after May 31, 2010 that a Participant has at least three hundred seventy-five (375) Hours of Work, the Participant shall be credited with a Year of Benefit Credit or fraction thereof in tenths of a year (including Credit for more than a Year of Benefit Credit where such fraction may exceed one (1)) determined as follows:

3.1.4 The numerator of the fraction shall be the total dollar amount of pension contributions made or required to be made on behalf of the Participant during such Plan Year.

3.1.5. The denominator of the fraction shall be determined as follows:

3.1.5.1 The highest rate of hourly contribution that was in effect throughout the entire calendar month on behalf of any Participant working under a collective bargaining agreement with the Union shall be determined for each calendar month in the Plan Year. If the increase in the highest rate of hourly contribution causes a significant reduction in the rate of future benefit accrual under the Plan, an increase in the highest rate shall not be recognized for this purpose before the first day of the month after the Plan Administrator makes a good-faith attempt to comply with the notice requirements of ERISA Section 204(h) by notifying affected Participants, affected alternate payees, the Union, and all contributing Employers, at least 15 days before said month, of the effect of the highest rate increase on future benefit accruals.

3.1.5.2 The rate so determined for each separate month shall be multiplied by One Hundred Fifty (150).

3.1.5.3 The sum of the amounts so determined for each month in the Plan Year shall be calculated.

3.1.6 The amount determined in 3.1.4 shall be divided by the amount determined in 3.1.5, and the result shall be rounded to the nearest one-tenth (1/10) of a year.

Hours of Work for which contributions are actually transferred to the Fund on behalf of a Participant through the operation of a reciprocity agreement with another qualified pension plan shall be treated the same as other Hours of Work for which Employer contributions are received or required. Such Hours of Work shall be allocated to the appropriate Plan Year or Years in which the work was performed in the reciprocating fund. Contributions actually transferred to the Fund on behalf of a Participant through the operation of a reciprocity agreement with another qualified pension plan shall be treated the same as Employer Contributions received or required.

Notwithstanding any other provision regarding the crediting of Years of Benefit Credit, a Participant who is credited with 870 or more Hours of Work in a Plan Year shall be credited with no less than one-tenth (1/10) of a Year of Benefit Credit for that Plan Year.

- 3.2 Voluntary Contributions. If, for a Plan Year beginning prior to June 1, 1993, a Plan Participant who as of June 1, 1992, is a Vested Participant does not earn a full Year of Benefit Credit, said Participant during the time period below provided may make Voluntary Contributions for the additional number of Hours of Work required to give the Participant a full Year of Benefit Credit at the current contribution rate for such Plan Year, provided (1) the Participant had been available for work in the Jurisdiction of the Union during such Plan Year as certified by the Union Business Manager and (2) the Participant complies with the time limits set forth below.

If, for a Plan Year beginning prior to June 1, 1992, a Plan Participant who is not Vested as of June 1, 1992, but is an Active Participant on June 1, 1992, does not earn a full Year of Benefit Credit, said Participant, upon becoming Vested, may make during the time period below provided Voluntary Contributions for the additional number of Hours of Work required to give the Participant a full Year of Benefit Credit at the current contribution rate for such Plan Year, provided (1) the Participant had been available for work in the Jurisdiction of the Union during such Plan Year as certified by the Union Business Manager and (2) the Participant complies with the time limits set forth below. Participants who as of June 1, 1992, were not Active and not Vested have no right to make Voluntary Contributions for Plan Years beginning before June 1, 1992.

Effective for Plan Years beginning on and after June 1, 1992, no Voluntary Contributions maybe made by a Participant who is not a Vested Participant during the Plan Year for which the Voluntary Contribution is made.

Effective for Plan Years beginning on and after June 1, 1993, a Vested Participant may make Voluntary Contributions up to the total dollar amount which is necessary, when added to all other contributions made on behalf of the Participant for that Plan Year, to give the Participant a full Year of Benefit Credit, provided (1) the Participant had been available for work in the Jurisdiction of the Union during such Plan Year as certified by the Union Business Manager and (2) the Participant complies with the time limits set forth below. No such Voluntary Contributions may be made for any Plan Year if a Participant has already earned a full Year of Benefit Credit for such Year and no such Voluntary Contributions may be made for any Plan Year after a Participant has attained the age as of which the Participant is eligible to receive unreduced benefits under the Plan.

Voluntary Contributions for any Plan Year beginning prior to June 1, 1992, made by a Participant who was Vested on June 1, 1992, must have been made by December 31, 1993. Voluntary Contributions for any Plan Year beginning prior to June 1, 1992, made by a Participant who was an Active Participant on June 1, 1992, but who was not Vested on June 1, 1992, must be made by the end of the calendar year the beginning of which follows the end of the Plan Year during which said Participant achieves vesting. For example, if a Participant achieves vesting during the Plan Year that ends May 31, 1998, allowable

Voluntary Contributions for previous Plan Years beginning prior to June 1, 1992, must be made by December 31, 1999. Voluntary Contributions made by a Participant for any Plan Year beginning on and after June 1, 1992, must be made by the end of the calendar year which contains the end of the Plan Year for which contributions are made and may be made only if the Participant is a Vested Participant at some time during said Plan Year, including the last day of the Plan Year. For example, Voluntary Contributions by a Vested Participant for the Plan Year ending May 31, 1998, must be made by December 31, 1998.

In the event a Participant requests and receives a refund of Voluntary Contributions, any additional Years of Benefit Credit (or fraction thereof) previously credited to the Participant by virtue of such Voluntary Contributions will be canceled. Any such refund shall include all such Voluntary Contributions plus interest thereon at the rate published by the Pension Benefit Guaranty Corporation for purposes of determining the present value of an immediate benefit for single plan termination in effect at the beginning of the Plan Year during which such determination is made from the time such Voluntary Contributions were received by the Fund to the date the refund is issued. However, this rate will never be less than five percent (5%). No refund or any portion thereof shall be made once benefit payments commence under the Plan to a Participant or anyone entitled to a portion of the Participant's Accrued Benefit pursuant to a Qualified Domestic Relations Order as defined in Section 12.2.

If the actuarial equivalent of a Participant's Vested Benefit exceeds Three Thousand Five Hundred Dollars (\$3,500.00), a refund of such Voluntary Contributions may be made only with the consent of the Participant's Spouse as required by Section 10.2.

Effective June 1, 1998, the actuarial equivalent dollar amount in the preceding paragraph, a refund in excess of which requires the consent of the Participant's Spouse, is raised from Three Thousand Five Hundred Dollars (\$3,500.00) to Five Thousand Dollars (\$5,000.00).

Effective for Plan Years beginning on or after June 1, 1999, no Voluntary Contributions may be made by a Participant who is an Owner Employee.

Regardless of any provisions contained in this Section 3.2, except to the extent such elimination or reduction is permitted by law, regulation, or Code Section 7805(b) relief or other relief or guidance issued by the Secretary of Treasury or Commissioner of Internal Revenue, no amendment to this Plan shall eliminate or reduce Code Section 411(d)(6) protected benefits that have already accrued to a Participant at the time of said amendment.

- 3.3 Accrued Benefit. As of July 1, 1991, the Accrued Benefit of an Active Participant who is an Active Participant as of that date or who subsequently becomes an Active Participant for the first time shall be a monthly benefit in the amount of forty-six dollars (\$46.00) multiplied by the Participant's respective Years of Benefit Credit since the Participant's latest Permanent Break in Service, if any, but not to exceed fifty (50) such Years.

As of July 1, 1991, the Accrued Benefit of any Retired Participant who Retired under the Normal, Early or Disability Retirement provisions of the Plan, or the Surviving Spouse of

any such Retired Participant, who is receiving benefits as of that date shall be recalculated to be a monthly benefit in the amount of forty-six dollars (\$46.00) multiplied by the Participant's Years of Benefit Credit since the Participant's latest Permanent Break in Service, if any, but not to exceed fifty (50) such years.

With respect to any Participant who was an Inactive Participant as of July 1, 1991, or any Participant who becomes Inactive thereafter, the Participant's Accrued Benefit will be calculated separately with respect to each period that the Participant was an Active Participant at the rate in effect as of the end of each such period of the Participant's status as an Active Participant. When an Inactive Participant again becomes an Active Participant, the Participant shall be treated as if the Participant is an Active Participant for the first time (and therefore be eligible for the benefit rate then in effect) only with respect to Years of Benefit Credit credited for the new period of Active Participant status. For this purpose, the rate in effect at the end of all periods of status as an Active Participant ending on or before June 30, 1991 shall be no less than forty-six dollars (\$46.00) multiplied by the Participant's respective Years of Benefit Credit since the Participant's latest Permanent Break in Service, if any, but not to exceed fifty (50) such Years. For purposes of this provision only, a Participant shall not be considered an Inactive Participant at the end of any Plan Year commencing on or after June 1, 1991, if the Participant was available for work within the Jurisdiction of the Union for at least eight (8) months in said Plan Year.

As an exception to this rule set forth in the preceding paragraph, if a Participant is Disabled, the Participant shall have a two (2) year period from the date of Disability to become rehabilitated (Two Year Deferral Period), and to return to work before that Participant's benefit level is frozen at the rate in effect as of the end of such period of the Participant's status as an Active Participant. If the Participant does return to work within the Two Year Deferral Period, and continues to work a sufficient amount to achieve three hundred seventy-five (375) Hours of Work in the twelve (12) month period beginning on the date the Participant returns to work, or demonstrates availability for work within the Jurisdiction of the Union for at least eight (8) months in said succeeding twelve (12) month period, then such Participant's benefit shall not be calculated separately for the period following such period of Disability, but shall be tabulated as if there were no interruption of active status during said Participant's Disability. The Two Year Deferral Period shall be applicable to a Participant whether the Participant receives a Disability Retirement Benefit during the two years or not, but the Participant, in any event, unless not Vested, must be eligible for such Disability Benefit, submit evidence thereof to the Trustees, and be determined by the Trustees to be Disabled under the Plan's definition of Disability.

If the Participant is not Vested at date of Disability, the Two Year Deferral Period shall still be applicable to the Participant, but the Participant must submit evidence of the Disability to the Trustees the same as a Vested Participant, and must be determined by the Trustees to be entitled to a Disability Retirement Benefit, except for lack of vesting.

In any case, the Trustees shall monitor the Disability during the Two Year Deferral Period and a Participant who is claiming such deferral shall, at the request of the Trustees, furnish evidence of the continuance of the Disability. Failure to furnish such evidence while not

returning to work within the Two Year Deferral Period or a determination by the Trustees that the Disability has ended prior to the end of the Two Year Deferral Period and that the Participant did not forthwith return to work shall nullify the Two Year Deferral Period.

It is further provided, however, if a Participant receives a Disability Retirement Benefit for a period in excess of such Two Year Deferral Period, but not to exceed five years in the aggregate and then returns to work and continues to achieve three hundred seventy-five (375) Hours of Work per Plan Year, prorated for partial Plan Years, for a period of time equal to the period of time Disability Retirement Benefits were paid, there will be no separate calculation of the Participant's benefit due to said period of Disability, and the Participant for the purpose of calculating the Participant's Accrued Benefit shall be deemed to have continued as an Active Participant during said period of Disability. This shall not affect separate calculations based upon a period of inactive status not resulting from Disability or resulting from a subsequent Disability during which said Participant does not fulfill the requirements for an exception to the separate calculation rule.

As of October 1, 1992, the Accrued Benefit of an Active Participant who is an Active Participant as of that date or who subsequently becomes an Active Participant for the first time shall be a monthly benefit in the amount of forty-eight dollars (\$48.00) multiplied by the Participant's respective Years of Benefit Credit since the Participant's latest Permanent Break in Service, if any, but not to exceed fifty (50) such Years.

As of October 1, 1992, the Accrued Benefit of any Retired Participant who Retired under the Normal, Early or Disability Retirement provisions of the Plan, or the Surviving Spouse of any such Retired Participant, who is receiving benefits as of that date shall be recalculated to be a monthly benefit in the amount of forty-eight dollars (\$48.00) multiplied by the Participant's Years of Benefit Credit since the Participant's latest Permanent Break in Service, if any, but not to exceed fifty (50) such years.

As of September 1, 1993, the Accrued Benefit of an Active Participant who is an Active Participant as of that date or who subsequently becomes an Active Participant for the first time shall be a monthly benefit in the amount of fifty-five dollars (\$55.00) multiplied by the Participant's respective Years of Benefit Credit since the Participant's latest Permanent Break in Service, if any, but not to exceed fifty (50) such Years.

As of September 1, 1993, the Accrued Benefit of any Retired Participant who Retired under the Normal, Early or Disability Retirement provisions of the Plan, or the Surviving Spouse of any such Retired Participant, who is receiving benefits as of that date shall be recalculated to be a monthly benefit in an amount equal to 114.583 percent of the monthly amount said Retired Participant or Surviving Spouse was receiving as of August 31, 1993.

Subject to the provisions above for the calculation of the Accrued Benefit of a Participant who has been an Inactive Participant in the past, effective January 1, 1996, the Accrued Benefit of an Active Participant who is an Active Participant as of that date or subsequently becomes an Active Participant for the first time shall be a monthly benefit in the amount of sixty dollars (\$60.00) multiplied by the Participant's respective Years of Benefit Credit since

the Participant's latest Permanent Break in Service, if any, but not to exceed fifty (50) such Years.

Effective January 1, 1996, the Accrued Benefit of any Retired Participant who Retired under the Normal, Early or Disability Retirement provisions of the Plan, or the Surviving Spouse of any such Retired Participant, who is receiving benefits as of that date shall be recalculated to be a monthly benefit in an amount equal to 103 percent of the monthly amount said Retired Participant or Surviving Spouse was receiving as of December 31, 1995.

Subject to the provisions above for the calculation of the Accrued Benefit of a Participant who has been an Inactive Participant in the past, effective January 1, 1997, the Accrued Benefit of an Active Participant who is an Active Participant as of that date or who subsequently becomes an Active Participant for the first time shall be a monthly benefit in the amount of sixty-three dollars (\$63.00) multiplied by the Participant's respective Years of Benefit Credit since the Participant's latest Permanent Break in Service, if any, but not to exceed fifty (50) such Years.

Effective January 1, 1997, the Accrued Benefit of any Retired Participant who Retired under the Normal, Early or Disability Retirement provisions of the Plan, or the Surviving Spouse of any such Retired Participant, who is receiving benefits as of that date, shall be recalculated to be a monthly benefit in an amount equal to 103 percent of the monthly amount said Retired Participant or Surviving Spouse was receiving as of December 31, 1996.

Subject to the provisions above for the calculation of the Accrued Benefit of a Participant who has been an Inactive Participant in the past, effective January 1, 1998, the Accrued Benefit of an Active Participant who is an Active Participant as of that date or who subsequently becomes an Active Participant for the first time shall be a monthly benefit in the amount of seventy dollars (\$70.00) multiplied by the Participant's respective Years of Benefit Credit since the Participant's latest Permanent Break in Service, if any, but not to exceed fifty (50) such Years.

Effective January 1, 1998, the Accrued Benefit of any Retired Participant who Retired under the Normal, Early or Disability Retirement provisions of the Plan, or the Surviving Spouse of any such Retired Participant, who is receiving benefits as of that date shall be recalculated to be a monthly benefit in an amount equal to 103 percent of the monthly amount said Retired Participant or Surviving Spouse was receiving as of December 31, 1997.

Subject to the provisions above for the calculation of the Accrued Benefit of a Participant who has been an Inactive Participant in the past, effective January 1, 1999, the Accrued Benefit of an Active Participant who is an Active Participant as of that date or who subsequently becomes an Active Participant for the first time shall be a monthly benefit in the amount of seventy-seven dollars (\$77.00) multiplied by the Participant's respective Years of Benefit Credit since the Participant's latest Permanent Break in Service, if any, but not to exceed fifty (50) such Years.

Effective January 1, 1999, a Retired Participant who Retired under the Normal, Early or Disability Retirement provisions of the Plan, or the Surviving Spouse of any such Retired Participant, who is receiving benefits as of that date shall be paid a one-time additional benefit amount equal to thirty-six percent (36%) of said Retired Participant's monthly benefit as of January 1, 1999.

Subject to the provisions above for the calculation of the Accrued Benefit of a Participant who has been an Inactive Participant in the past, effective January 1, 2000, the Accrued Benefit of an Active Participant who is an Active Participant as of that date or who subsequently becomes an Active Participant for the first time shall be a monthly benefit in the amount of Eighty-Five Dollars (\$85.00) multiplied by the Participant's respective Years of Benefit Credit since the Participant's latest Permanent Break in Service, if any, but not to exceed fifty (50) such Years.

Effective January 1, 2000, the Accrued Benefit calculated as of January 1, 2000, of any then (1) Retired Participant, (2) Disabled Participant, (3) Beneficiary or Surviving Annuitant of a Deceased Participant or (4) Inactive Vested Participant shall be increased by an amount equal to Two Dollars (\$2.00) times such Participant's years of Benefit Credit.

Subject to the preceding provision for calculation of the Accrued Benefit of a Participant who has been an Inactive Participant in the past, effective January 1, 2001, the Accrued Benefit of an Active Participant who is an Active Participant on that date or who subsequently becomes an Active Participant for the first time shall be a monthly benefit in the amount of eighty-seven dollars (\$87.00) multiplied by the Participant's Years of Benefit Credit since the Participant's latest Permanent Break in Service, if any, but not to exceed fifty (50) total Years of Benefit Credit. The Accrued Benefit of a Participant who is an Inactive Participant on January 1, 2001, and who again becomes an Active Participant after that date shall be determined under the preceding provisions for calculation of the benefit of a Participant who has been an Inactive Participant in the past.

Effective for benefits paid for months beginning June 1, 2011 or later, all provisions of this Section 3.3 stating that Years of Benefit Credit taken into account shall not exceed fifty (50) Years of Benefit Credit shall no longer apply, and any Years of Benefit Credit that would have been credited if no such restrictions had previously applied shall be credited and/or given effect with respect to monthly payments payable on or after June 1, 2011, regardless of whether the Participant is an Active Participant, Retired, or otherwise not an Active Participant at that time.

- 3.4 Code Section 415 Limitations. Benefits accrued and payable under the Plan will be restricted to the maximum which may be accrued and paid under Code Section 415 under a multiemployer plan, which restrictions are hereby incorporated by reference. Effective June 1, 2008, the provisions of the final Treasury Regulations promulgated under Code Section 415, as issued under Treasury Decision 9319, dated April 4, 2007, as amended thereafter, are hereby incorporated by reference.

In determining whether any such restrictions are applicable, only the benefits under this Plan that are provided by an Employer are aggregated with benefits under plans maintained by that Employer that are not multiemployer plans. Where an Employer both maintains a plan which is not a multiemployer plan and participates under this Plan, only the benefits under this Plan that are provided by the Employer are aggregated with benefits under the Employer's plans other than multiemployer plans (in lieu of including benefits provided by all Employers under this Plan pursuant to the generally applicable rule of Treasury Regulation §1.415(a)-1(e)). If the total of benefits provided under another plan and this Plan would otherwise exceed the Code Section 415 limits, the benefits under the other plan will be reduced or limited to the extent necessary to avoid violation of the Code Section 415 limits, notwithstanding any contrary provision contained in any other plan.

Compensation” for purposes of Code Section 415 limitations shall mean compensation as defined in Treasury Regulation §1.415(c)-2(d)(4) (W-2 compensation). Effective for Plan Years beginning after December 31, 2008, notwithstanding anything in the Plan to the contrary, an individual receiving a differential wage payment from an Employer will be treated as an Employee of the Employer and a differential wage payment made by the Employer to an individual shall be treated as Compensation paid to an Employee for all purposes other than accrual of benefits. For purposes of this Plan, the term “differential wage payment” means any payment which is made by the Employer to the individual with respect to any period during which the individual is performing service in the uniformed services (as defined in chapter 43 of title 38, United States Code) while on active duty for a period of more than 30 days, and represents all or a portion of the wages the individual would have received from the Employer if the individual were performing service for the Employer. This provision shall be construed in accordance with Code Section 414(u)(12), Notice 2010-15 and any superseding/ subsequent guidance.

This Plan automatically incorporates the Code Section 415(d) cost-of-living adjustments under Treasury Regulation §1.415(a)-1(d)(3)(v).

3.5 Code Section 432 and Funding-Based Limits on Benefits and Benefit Accruals. Effective as of June 1, 2008, the Plan is intended to comply with Code Section 432, and notwithstanding any other provisions of the Plan, the provisions of this Section shall apply.

3.5.1 Endangered Status Plan Operation. If the Plan is in endangered status, the following requirements shall apply:

3.5.1.1 During the funding plan adoption period and any funding improvement period, no action by the Board of Trustees and no collective bargaining agreement or participation agreement shall have the effect of reducing the level of contributions for any Participants, suspending contributions with respect to any period of service, or excluding, directly or indirectly, younger or newly hired Employees from Plan participation.

3.5.1.2 During the funding plan adoption period, no amendment of the Plan which increases the liabilities of the Plan by reason of any increase in benefits, any

change in the accrual of benefits, or any change in the rate at which benefits become nonforfeitable under the Plan may be adopted unless the amendment is required as a condition of qualification under part I of subchapter D of chapter 1 of the Code or to comply with other applicable law.

3.5.1.3 If the Plan is in seriously endangered status, then during the funding plan adoption period, the Board of Trustees shall take all reasonable actions which are consistent with the terms of the Plan and applicable law and which are expected, based on reasonable assumptions, to achieve an increase in the Plan's funded percentage, and postponement of an accumulated funding deficiency for at least one additional Plan Year. Such actions may include applications for extensions of amortization periods under Code Section 431(d), use of the shortfall funding method in making funding standard account computations, amendments to the Plan's benefit structure, reductions in future benefit accruals, and other reasonable actions consistent with the terms of the Plan and applicable law.

3.5.1.4 The Plan shall not be amended after the date of the adoption of a funding improvement plan so as to be inconsistent with the funding improvement plan. This provision shall cease to apply when the funding improvement period ends.

3.5.1.5 The Plan shall not be amended after the date of the adoption of a funding improvement plan so as to increase benefits, including future benefit accruals, unless the Plan actuary certifies that the benefit increase is consistent with the funding improvement plan and is paid for out of contributions not required by the funding improvement plan to meet the applicable benchmark in accordance with the schedule contemplated in the funding improvement plan. This provision shall cease to apply when the funding improvement period ends.

For purposes of this Section, the funding improvement period for any funding improvement plan is the 10-year period beginning on the first day of the first Plan Year beginning after the earlier of the second anniversary of the date of the adoption of the funding improvement plan, or the expiration of the collective bargaining agreements in effect on the due date for the actuarial certification of endangered status for the initial endangered year (or the year of reentry into endangered status if the Plan is in endangered status one year, changes from endangered status in a subsequent year and reenters endangered status thereafter) and covering, as of such due date, at least 75 percent of the Active Participants in the Plan. If the Plan is in seriously endangered status, "15-year period" shall be substituted for "10-year period" in the preceding sentence unless the exception provided in Code Section 432(c)(5) prohibit the use of the longer funding improvement period.

For purposes of this Section, the funding plan adoption period begins on the date of the actuarial certification of endangered status for the first endangered year

immediately following a Plan Year in which the Plan was not in endangered status (or the first endangered year immediately following the close of a funding improvement period) and ends on the day before the first day of the funding improvement period.

If the Plan actuary certifies for a Plan Year in the funding improvement period or funding plan adoption period that the Plan is no longer in endangered status because the Plan is neither in endangered status nor critical status, the funding improvement period or funding plan adoption period, whichever is applicable, shall end as of the close of the preceding Plan Year. If the Plan actuary certifies for a Plan Year in the funding improvement period or funding plan adoption period that the Plan is no longer in endangered status because the Plan is in critical status, the funding improvement period or funding plan adoption period, whichever is applicable, shall end as of the close of the Plan Year preceding the first Plan Year of the rehabilitation period with respect to the newly certified critical status.

3.5.2 Endangered Status Defined. The Plan is in endangered status for a Plan Year if, as determined by the Plan actuary, the Plan is not in critical status for the Plan Year and, as of the beginning of the Plan Year, either

3.5.2.1 the Plan's funded percentage for such Plan Year is less than 80 percent, or

3.5.2.2 the Plan has an accumulated funding deficiency for such Plan Year, or is projected to have such an accumulated funding deficiency for any of the six succeeding Plan Years, taking into account any extension of amortization periods under Code Section 431(d).

The Plan is in seriously endangered status for a Plan Year if the Plan is described in both 3.5.2.1 and 3.5.2.2 of the preceding sentence.

3.5.3 Critical Status Plan Operation. If the Plan is in critical status, the following requirements shall apply during the rehabilitation plan adoption period and the rehabilitation period:

3.5.3.1 The Plan shall not be amended after the date of the adoption of a rehabilitation plan so as to be inconsistent with the rehabilitation plan.

3.5.3.2 The Plan shall not be amended after the date of the adoption of a rehabilitation plan so as to increase benefits, including future benefit accruals, unless the Plan actuary certifies that the benefit increase is paid for out of additional contributions not contemplated by the rehabilitation plan, and, after taking into account the benefit increase, the Plan still is reasonably expected to emerge from critical status by the end of the rehabilitation period on the schedule contemplated in the rehabilitation plan.

- 3.5.3.3 During the rehabilitation plan adoption period, no action by the Board of Trustees and no collective bargaining agreement or participation agreement shall have the effect of reducing the level of contributions for any Participants, suspending contributions with respect to any period of service, or excluding, directly or indirectly, younger or newly hired Employees from Plan participation.
- 3.5.3.4 During the rehabilitation plan adoption period, no amendment of the Plan which increases the liabilities of the Plan by reason of any increase in benefits, any change in the accrual of benefits, or any change in the rate at which benefits become nonforfeitable under the Plan may be adopted unless the amendment is required as a condition of qualification under part I of subchapter D of chapter 1 of the Code or to comply with other applicable law.
- 3.5.3.5 Effective on the date the notice of certification of the Plan's critical status for the initial critical year is sent, and notwithstanding Code Section 411(d)(6), the Plan shall not pay any payment in excess of the monthly amount paid under a single life annuity (plus any social security supplements described in the last sentence of Code Section 411(a)(9)), to a Participant or Beneficiary whose annuity starting date (as defined in Code Section 417(f)(2)) occurs after the date such notice is sent, any payment for the purchase of an irrevocable commitment from an insurer to pay benefits, and any other payment specified by the Secretary of Treasury by regulations. The preceding sentence shall not apply to a benefit which under Code Section 411(a)(11) may be immediately distributed without the consent of the Participant or to any makeup payment in the case of a retroactive annuity starting date or any similar payment of benefits owed with respect to a prior period.
- 3.5.3.6 Notwithstanding Code Section 411(d)(6), ERISA Section 204(g), or any provision of this Plan that otherwise would prohibit such a reduction, the Board of Trustees shall make any reductions to adjustable benefits, as defined in Code Section 432(e)(8)(A)(iv), which the Board of Trustees deems appropriate, based upon the outcome of collective bargaining over the schedule or schedules provided to the collective bargaining parties. Any amendment reducing adjustable benefits shall become effective no earlier than the later of the general effective date stated in the amendment or 30 days after notice meeting the requirements of Code Section 432(e)(8)(C) and ERISA Section 305(e)(8)(C) is given.

For purposes of this Section, the rehabilitation plan adoption period is the period beginning on the date of the actuarial certification of critical status for the initial critical year (or the first critical year after the Plan has emerged from previous critical status) and ending on the day before the first day of the rehabilitation period.

For purposes of this Section, the rehabilitation period is the 10-year period beginning on the first day of the first Plan Year of the Plan following the earlier of (i) the

second anniversary of the date of the adoption of the rehabilitation plan, or (ii) the expiration of the collective bargaining agreements in effect on the due date for the actuarial certification of critical status for the initial critical year and covering, as of such date, at least 75 percent of the Active Participants in the Plan.

If the Plan emerges from critical status before the end of such 10-year period, the rehabilitation period shall end with the Plan Year preceding the Plan Year for which the determination that the Plan has emerged from critical status is made.

Once the Plan is in critical status, it will be considered to remain in critical status until a Plan Year for which the Plan actuary certifies that the Plan is not projected to have an accumulated funding deficiency for the Plan Year or any of the nine succeeding Plan Years, without regard to the use of the shortfall method but taking into account any extension of amortization periods under Code Section 431(d).

3.5.4 Critical Status Defined. The Plan is in critical status for a Plan Year if, as determined by the Plan actuary, the Plan is described in one or more of the following subparagraphs as of the beginning of the Plan Year:

3.5.4.1 The Plan is described in this subparagraph if

3.5.4.1.1 the funded percentage of the Plan is less than 65 percent, and

3.5.4.1.2 the sum of

the fair market value of Plan assets, plus

the present value of the reasonably anticipated Employer contributions for the current Plan Year and each of the six succeeding Plan Years, assuming that the terms of all collective bargaining agreements pursuant to which the Plan is maintained for the current Plan Year continue in effect for succeeding Plan Years,

is less than the present value of all nonforfeitable benefits projected to be payable under the Plan during the current Plan Year and each of the six succeeding Plan Years (plus administrative expenses for such Plan Years).

3.5.4.2 The Plan is described in this subparagraph if

3.5.4.2.1 the Plan has an accumulated funding deficiency for the current Plan Year, not taking into account any extension of amortization periods under Code Section 431(d), or

3.5.4.2.2 the Plan is projected to have an accumulated funding deficiency for any of the three succeeding Plan Years (four succeeding Plan Years if the funded percentage of the Plan is 65 percent or less), not taking into account any extension of amortization periods under Code Section 431(d).

3.5.4.3 The Plan is described in this subparagraph if

3.5.4.3.1 the Plan's normal cost for the current Plan Year, plus interest (determined at the rate used for determining costs under the Plan) for the current Plan Year on the amount of unfunded benefit liabilities under the Plan as of the last day of the preceding Plan Year, exceeds the present value of the reasonably anticipated Employer and Employee contributions for the current Plan Year,

3.5.4.3.2 the present value, as of the beginning of the current Plan Year, of nonforfeitable benefits of Inactive Participants is greater than the present value of nonforfeitable benefits of Active Participants, and

3.5.4.3.3 the Plan has an accumulated funding deficiency for the current Plan Year, or is projected to have such a deficiency for any of the four succeeding Plan Years, not taking into account any extension of amortization periods under Code Section 431(d).

3.5.4.4 The Plan is described in this subparagraph if the sum of

the fair market value of Plan assets, plus

the present value of the reasonably anticipated Employer contributions for the current Plan Year and each of the four succeeding Plan Years, assuming that the terms of all collective bargaining agreements for the current Plan Year continue in effect for succeeding Plan Years,

is less than the present value of all benefits projected to be payable under the Plan during the current Plan Year and each of the four succeeding Plan Years (plus administrative expenses for such Plan Years).

3.5.5 Additional Restrictions on Benefit Increases. If the Plan utilizes either the net investment loss amortization or extended smoothing period special relief provisions of Code Section 431(b)(8) for either of the first two Plan Years ending after August 31, 2008, then in addition to other applicable restrictions on benefit increases, a Plan amendment increasing benefits shall not go into effect for the two Plan Years

following such Plan Year unless either (a) the Plan actuary certifies that the benefit increase is paid for out of additional contributions not allocated to the Plan before the application of this paragraph, and certifies that the Plan's funded percentage and projected credit balances for such two Plan Years are reasonably expected to be at least as high as they would have been had the amendment not been adopted, or (b) the amendment is required as a condition of qualification under part I of subchapter D of chapter 1 of the Code or to comply with other applicable law.

- 3.6 Uniformed Services. Notwithstanding any provision of this Plan to the contrary, effective with respect to reemployments initiated on or after December 12, 1994, Benefit Credits, Accrued Benefits, and the opportunity to make Voluntary Contributions with respect to qualified military service will be provided in accordance with Code Section 414(u). A person who dies or becomes disabled on or after January 1, 2007 while performing qualified military service shall be treated as having been reemployed on the day before death or disability and terminating employment on account of death or disability the next day, and therefore shall be credited with Years of Service in accordance with Code Section 414(u) for purposes of this Article as if reemployed in accordance with Code Section 414(u). The cost of the provision of benefits provided under this paragraph shall be borne by the Fund as a whole, without regard to the identity of the last Employer employing the Participant before the period served by the Participant in the uniformed services. This provision will be construed in accordance with Code Section 414(u)(12), Notice 2010-15 and any superseding/subsequent guidance.

4. NORMAL RETIREMENT BENEFIT

4.1 Eligibility. A Participant shall be eligible to Retire voluntarily and receive a Normal Retirement Benefit provided:

4.1.1 the Participant shall have five (5) Years of Vesting Service since the Participant's latest Permanent Break in Service, if any; and

4.1.2 the Participant shall have reached Normal Retirement Age, which is sixty (60) years of age,

but in no event later than the time a Participant has reached age sixty-five (65) and the fifth anniversary of the Participant's date of participation in the Plan, which participation commenced subsequent to the Participant's latest Permanent Break in Service, if any.

The first day of the first month coincident with or next following the date as of which the Participant meets all of the eligibility requirements for Normal Retirement as set forth above is the Participant's "Normal Retirement Date."

Upon attaining Normal Retirement Age as above defined, a non-Vested Active Participant, and a non-Vested Disabled Participant who suffered an on-the-job injury while working for a contributing Employer or for an employer who contributes to another pension fund with which the Fund has a reciprocity agreement under which contributions for the Participant have been transferred to the Fund, shall be 100% Vested in the Participant's Accrued Benefit, and the Participant's rights thereto shall be non-forfeitable.

Regardless of any provision contained in this Section 4.1, except to the extent such elimination or reduction is permitted by law, regulation, or Code Section 7805(b) relief or other relief or guidance issued by the Secretary of Treasury or Commissioner of Internal Revenue, no amendment to this Plan shall eliminate or reduce Code Section 411(d)(6) protected benefits that have already accrued to a Participant at the time of said amendment.

4.2 Commencement of Benefit Payments. Upon submission of an application form to the Board of Trustees on a form prescribed and furnished by them and accompanied by personal data required by them, a Participant who meets the eligibility requirements for a Normal Retirement Benefit as set forth in Section 4.1 shall become entitled to begin receiving monthly benefits commencing as of the first day of the month next following the date as of which the Participant has both completed the eligibility requirements as set forth in Section 4.1 and submitted said application.

4.2.1 A Participant's benefit shall begin to be distributed not later than April 1 of the calendar year following the later of:

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

- 4.2.1.2 the calendar year in which the Participant Retires, provided however, that this paragraph shall not apply in the case of a Participant who is a five percent (5%) owner, as defined in Code Section 416, at any time during the five (5) Plan Year period ending in the calendar year in which the Participant attains age seventy and one-half (70 1/2), or in the case of a Participant who becomes a five percent (5%) owner during any subsequent Plan Year, this paragraph shall no longer apply, and the required beginning date shall be the April 1 of the calendar year following the calendar year in which such subsequent Plan Year ends.
- 4.2.2 Subject to the preceding provisions, benefit payments shall begin no later than sixty (60) days after the end of the Plan Year in which the latest of the following occurs:
- 4.2.2.1 the Participant's attainment of Normal Retirement Age;
- 4.2.2.2 The tenth anniversary of the Participant's commencement of participation in the Plan;
- 4.2.2.3 Termination of the Participant's service with an Employer;
- 4.2.2.4 The date specified in an election made by the Participant pursuant to ERISA and the Code by submission of a written statement to the Plan Administrator within the election period prescribed by the Trustees, signed by the Participant, which describes the benefit and the date on which the payment of such benefit will commence; provided, however, that no benefit shall be deferred beyond the first day of April of the calendar year following the later of the occurrences set forth in Sections 4.2.1.1 and 4.2.1.2 above by virtue of such an election made after 1983.
- 4.3 Computation of Benefit. Subject to the provisions of Article 10, if a Participant initially Retires as of the Normal Retirement Date defined in Section 4.1 and before that date, the Participant submits the Participant's completed application form to the Board of Trustees on a form prescribed and furnished by them and accompanied by personal data required by them, the Participant shall be entitled to receive a monthly Normal Retirement Benefit equal to the Participant's Accrued Benefit.
- 4.4 Late Retirement Actuarial Adjustment. If a Participant initially Retires and/or the Participant submits the Participant's completed application form to the Board of Trustees on a form prescribed and furnished by them and accompanied by personal data required by them subsequent to the first day of the first month coincident with or next following the date as of which the Participant meets all of the eligibility requirements for Normal Retirement as set forth in Section 4.1, the Participant shall be entitled to receive a monthly Normal Retirement Benefit equal to the greater of the Participant's Accrued Benefit as of the Participant's actual Retirement Date, or an adjusted monthly benefit as of the Participant's actual Retirement Date as described below ("Adjusted Monthly Benefit") taking into account adjustments for each month that the Participant would have been entitled to receive a Normal

Retirement Benefit had the Participant actually Retired when the Participant was first eligible to do so under the Normal Retirement eligibility requirements set forth in Section 4.1 (provided such monthly Normal Retirement Benefit would not have been suspended in accordance with the Suspension of Benefit provisions set forth in Section 10.7 hereof).

The Adjusted Monthly Benefit referred to above shall be calculated by first determining the Participant's Accrued Benefit as of the date the Participant was first eligible to Retire under the Normal Retirement provisions set forth in Section 4.1 and the form of monthly benefit the Participant would have been entitled to receive as of that date. The amount thus calculated for each month prior to the Participant's actual Retirement Date for which such monthly Normal Retirement Benefit would not have been suspended in accordance with the Suspension of Benefit provisions set forth in Section 10.7 shall then be converted to an Actuarially Equivalent monthly benefit beginning on the actual Retirement Date and shall be added to the monthly benefit the Participant would have been entitled to receive had the Participant actually Retired and begun receiving benefits when the Participant was first eligible to do so under the Normal Retirement eligibility requirements set forth in Section 4.1. The sum of the Actuarial Equivalent monthly benefits for each such month plus the monthly benefit the Participant would have been entitled to receive had the Participant actually Retired and begun receiving benefits when the Participant was first eligible to do so is the Adjusted Monthly Benefit referred to above.

Unless the Participant elected in writing in advance of the date as of which the Participant was first so eligible a form other than the Qualified Joint and 100% Survivor Annuity form described in Section 10.2 or the Participant had no Spouse as of the date as of which the Participant was first so eligible, when determining the form under which Normal Retirement Benefits would have been payable to the Participant as of the date on which the Participant was first eligible to Retire under the Normal Retirement provisions of the Plan, it shall be conclusively presumed that the Participant's Normal Retirement Benefits would have been payable under said Qualified Joint and 100% Survivor Annuity Option even if, at the Participant's actual Retirement, the Participant elects a different form. If the Participant had no Spouse and had not elected another form of benefit in accordance with the provisions of Article 10 hereof, it shall be conclusively presumed that the Participant's Normal Retirement Benefits would have been payable under the Normal Form described in Section 10.1.

The Trustees may establish reasonable rules to determine whether a Participant who initially Retires after the Participant was first eligible to Retire under the Normal Retirement provisions described in Section 4.1 is actually entitled to an additional monthly benefit and may require that the Participant furnish evidence of the Participant's employment to determine whether any such employment may have invoked the Suspension of Benefit provisions of Section 10.7.

- 4.5 Late Retirement Make-Up Payments. If a Participant establishes to the satisfaction of the Trustees that the Participant intended to Retire on or after the Participant's Normal Retirement Date but due to administrative error or extenuating circumstances beyond the control of the Participant, the Participant's completed application form was not submitted to the Board of Trustees in time for benefits to begin on the first day of the month in which

the Participant would have been entitled to begin receiving Normal Retirement Benefits, the Trustees may approve the payment of make-up payments in lieu of the actuarial adjustment for late retirement described in Section 4.4, and pay all future monthly payments as if the Participant had started receiving benefits under a timely-filed application, provided that the following requirements are met:

- 4.5.1 The Participant must affirmatively elect to receive the make-up payments in lieu of the actuarially adjusted benefit.
- 4.5.2 If the Participant is married at the time benefits actually commence, and if the amount of the actuarially adjusted Qualified Joint and Survivor Annuity benefit as of the actual payment date is more than 200% of the Qualified Joint and Survivor Annuity determined as of the date the Participant would have started receiving benefits under a timely-filed application, the Participant's Spouse must consent to the Participant's election to receive the make-up payments in lieu of the actuarially adjusted benefit. The Spouse's consent must meet the requirements provided under Section 10.2 for Spouse consent to the waiver of the Qualified Joint and Survivor Annuity.
- 4.5.3 The make-up payment must be adjusted to include interest for the period of delay from the date the missed payment or payments would have been made to the date of the actual make-up payment.
- 4.5.4 The written explanation of the Qualified Joint and Survivor Annuity required by Section 10.2 shall be provided no less than 30 days and no more than 180 days before the date of the first actual payment and the election to receive the distribution in the form of a make-up payment and unadjusted monthly benefit must be made after the written explanation is provided and on or before the date of the first payment, subject to the exceptions provided in Section 10.2 for less than 30 days of notice.

5. EARLY RETIREMENT BENEFIT

- 5.1 Eligibility. A Vested Participant shall be eligible to Retire voluntarily and receive an Early Retirement Benefit provided the Participant shall have reached the Participant's fifty-fifth (55th) birthday (Early Retirement Age) but not the Participant's sixtieth (60th) birthday.

A Vested Participant who terminates employment prior to reaching Early Retirement Age, upon reaching Early Retirement Age as set forth above shall be eligible to receive an Early Retirement Benefit.

Regardless of any provision contained in this Section 5.1, except to the extent such elimination or reduction is permitted by law, regulation, or Code Section 7805(b) relief or other relief or guidance issued by the Secretary of Treasury or Commissioner of Internal Revenue, no amendment to this Plan shall eliminate or reduce Code Section 411(d)(6) protected benefits that have already accrued to a Participant at the time of said amendment.

- 5.2 Commencement of Benefit Payments. If a Participant meets the eligibility requirements for an Early Retirement Benefit as set forth in Section 5.1, the Participant, upon submission of an application form to the Board of Trustees on a form prescribed and furnished by them and accompanied by personal data required by them, shall become entitled to an Early Retirement Benefit commencing as of the first day of the month next following the date as of which the Participant has both completed the eligibility requirements as set forth in Section 5.1 and submitted said application.

- 5.3 Computation of Benefit. Subject to the provisions of Article 10, a Participant's monthly Early Retirement Benefit shall be the Participant's Accrued Benefit reduced as follows:

5.3.1 The Participant's Accrued Benefit attributable to Years of Benefit Credit resulting from Hours of Work before June 1, 2010 shall be reduced by one three hundred sixtieth (1/360th) for each complete calendar month by which the Retired Participant is under age sixty (60) at the time the Participant's Early Retirement Benefit commences.

5.3.2 The Participant's Accrued Benefit attributable to Years of Benefit Credit resulting from Hours of Work after May 31, 2010 shall be reduced by one two hundredth (1/200) for each complete calendar month by which the Retired Participant is under age sixty (60) at the time the Participant's Early Retirement Benefit commences.

6. DISABILITY RETIREMENT BENEFIT

6.1 Eligibility. Those Participants who are receiving a Disability Retirement Benefit on May 31, 2014, shall continue to receive a Disability Retirement Benefit so long as disability continues, subject to the provisions set forth below in Sections 6.2 through 6.4 regarding termination of or reduction in Disability Retirement Benefits and recovery of a Disabled Participant. A Vested Participant who is not receiving a Disability Retirement Benefit on May 31, 2014, shall be eligible to apply for and receive a Disability Retirement Benefit provided:

6.1.1 the Participant is determined by the Board of Trustees to be totally Disabled, as defined in Section 1.10,

6.1.2 such Disability occurred during the Participant's current status as an Active Participant or during a Plan Year in which the Participant had at least three hundred seventy-five (375) Hours of Work;

6.1.3 the Participant is not receiving a benefit, due to such Disability, from any other trust funded by a collective bargaining agreement between the Union and the Association; and

6.1.4 the Participant is under age sixty (60).

If a non-Vested Participant who meets the requirements for a Disability Retirement Benefit set forth in Sections 6.1.1, 6.1.2 and 6.1.3 above suffers an on-the-job injury while working for a contributing Employer or for an employer who contributes to another pension fund with which the Fund has a reciprocity agreement under which contributions for the Participant have been transferred to the Fund, the requirements that the Participant be a Vested Participant and be under the age stated in Section 6.1.4 above for purposes of qualifying for a Disability Retirement Benefit shall be waived. Such a Participant shall continue to be credited with Years of Vesting Service while the Participant is receiving a Disability Retirement Benefit until such time as the Participant meets the requirements of Section 7.1, and becomes a Vested Participant.

Notwithstanding any other provision of this Plan, no Participant shall qualify for a Disability Retirement Benefit if the Trustees determine that the Participant's Disability results from (a) chronic alcoholism, (b) self-addiction to narcotics, (c) an injury suffered while engaged in a felonious or criminal act or enterprise, or (d) service in the armed forces of the United States which entitles the Participant to a veteran's disability pension; but this provision shall not prevent the Participant from qualifying for a benefit under another provision of the Plan.

6.2 Amount and Form of Benefit. Upon approval by the Trustees of an application submitted to them on a form prescribed and furnished by them and accompanied by personal data required by them, an eligible Disabled Participant shall be entitled to a monthly Disability Retirement Benefit equal to the Participant's Accrued Benefit commencing as of the first day

of the month next following the date as of which the Participant has both completed the eligibility requirements as set forth in Section 6.1 and submitted said application. The Trustees may require any Active or Inactive Participant who has made application for or is receiving Disability Retirement Benefits to be examined by a physician or clinic chosen by the Board of Trustees or to submit such evidence of continuing qualifying Disability as the Board of Trustees may request.

The normal Disability Retirement Benefit shall be equal to the Disabled Participant's Accrued Benefit; however, such monthly benefit may be reduced and/or eliminated in accordance with the provisions of Section 6.3.

Disability Retirement Benefits received pursuant to this Plan shall not be coordinated pursuant to Michigan Compiled Laws Annotated (MCLA) Section 418.354, if that provision is found to be applicable to this Plan, with any Workers' Disability Compensation Benefits to which a Disabled Participant may be or may become entitled.

6.3 Termination of or Reduction in Disability Retirement Benefits. A monthly Disability Retirement Benefit shall be terminated or reduced as the case may be:

6.3.1 if the Participant engages in employment (except for rehabilitation as determined by the Board of Trustees) which would be inconsistent with the finding of Disability as described in Section 1.10; or

6.3.2 beginning after the Participant has been receiving Disability Retirement Benefits for a full calendar year, a calculation shall be made by multiplying one thousand seven hundred (1,700) hours by the hourly base wage applicable to the Disabled Participant's classification under the applicable collective bargaining agreement the Union then has in effect with an Association. The amount thus calculated shall be the maximum the Participant may receive through a combination of earnings and Disability Retirement Benefits from the Plan. If the maximum amount determined above is less than the sum of (a) the Participant's earnings for the last full calendar year preceding the new Plan Year plus (b) the Participant's unreduced annual Disability Retirement Benefit amount for the last full calendar year preceding the new Plan Year, the Participant's monthly Disability Retirement Benefit from the Plan for the new Plan Year shall be reduced by one-twelfth (1/12th) of the excess over the calculated maximum;

6.3.3 if the Participant fails or refuses to submit evidence of the Participant's continuing qualifying Disability, a transcript of the Participant's Social Security earning record, or other evidence of earned income when requested to do so by the Board of Trustees;

6.3.4 upon the Participant attaining age sixty (60) (except as provided under Section 6.1 for non-Vested Participants with on-the-job injuries).

Regardless of any provision contained in this Section 6.3, except to the extent such elimination or reduction is permitted by law, regulation, or Code Section 7805(b) relief or other relief or guidance issued by the Secretary of Treasury or Commissioner of Internal Revenue, no amendment to this Plan shall eliminate or reduce Code Section 411(d)(6) protected benefits that have already accrued to a Participant at the time of said amendment.

- 6.4 Recovery of Disabled Employee. In the event a Disabled Participant who has been granted Disability Retirement Benefits and who was receiving a monthly Disability Retirement Benefit recovers prior to the Participant's fulfillment of one of the requirements set forth in Section 6.3 above, the Participant's Disability Retirement Benefits shall immediately cease and the Participant shall be reinstated as an Active Participant in the Plan with the same status the Participant had under the Plan as of the date the Participant became Disabled, subject to the provisions of 2.6 above, which continues the vesting service of a non-Vested Participant who suffers an on-the-job injury while working for a contributing Employer or for an employer who contributes to another pension fund with which the Fund has a reciprocity agreement when such contributions are transferred to the Fund, and the Participant's rights to benefits thereafter shall be determined in accordance with applicable provisions of the Plan.
- 6.5 Date of Application. Notwithstanding any other provisions of this Plan, no Disability Retirement Benefits shall be payable hereunder with respect to any period which is prior to the date application for such benefits is received by the Board of Trustees unless the Board of Trustees determine that the delay was not due to negligence on the part of the Employee. The provisions of this Section shall not be administered in a discriminatory manner.

7. VESTED BENEFIT

7.1 Eligibility. A Participant who becomes an Inactive Participant shall be eligible to receive a Vested Benefit, provided:

7.1.1 the Participant has, at the time the Participant becomes an Inactive Participant, at least five (5) Years of Vesting Service since the Participant first became a Participant and since the Participant's latest Permanent Break In Service, if any; and

7.1.2 the Participant is not eligible for any other type of benefit under the Plan.

7.2 Forfeiture. A Participant's Accrued Benefit that was not previously permanently forfeited shall become nonforfeitable when the Participant has at least five (5) Years of Vesting Service since the Participant first became a Participant and since the Participant's latest Permanent Break In Service, if any. The Participant shall then be a Vested Participant.

The Accrued Benefit of a non-Vested Participant who becomes an Inactive Participant shall be forfeited, subject to restoration of such benefit if said Inactive Participant again becomes an Active Participant before a Permanent Break in Service has occurred.

The Years of Vesting Service and Accrued Benefit of a non-Vested Participant who incurs a Permanent Break in Service shall be permanently forfeited. If such a Participant again becomes an Active Participant, Years of Vesting Service and Accrued Benefits from the period before the Permanent Break in Service shall be disregarded, and the Participant's Years of Vesting Service shall be based only on Hours of Work after the Permanent Break in Service and Accrued Benefits shall be based only on Years of Benefit Credit after the Permanent Break in Service.

7.3 Commencement and Amount of Benefit Payments. An Inactive Participant who meets the eligibility requirements for a Vested Benefit as set forth in Section 7.1, upon submission of an application form to the Board of Trustees, on a form prescribed and furnished by them and accompanied by personal data required by them, may elect to commence receiving a monthly Vested Benefit at any time after attaining age fifty-five (55). If the benefit commences before attainment of age sixty (60), the benefit amount shall be determined under the provisions of Article 5, "Early Retirement Benefit." If the benefit commences on or after attainment of age sixty (60), the benefit amount shall be determined under the provisions of Article 4, "Normal Retirement Benefit." In either case, the benefit amount shall be based on the Accrued Benefit as determined at the time the Participant became an Inactive Participant, adjusted for any increases specifically provided by the Plan for Inactive Participant Vested Benefits.

8. SURVIVORS' BENEFITS

8.1 Eligibility for Survivors' Benefits. A Beneficiary shall be eligible for a Survivor's Benefit if the provisions of this Section are satisfied.

8.1.1 Married Participant. If a Participant has been legally married for at least one (1) year at the time of death, a Survivor's Benefit shall be paid to the Surviving Spouse as follows:

8.1.1.1 For An Immediate Surviving Spouse's Benefit. If, upon the death of an Active Participant, a Disabled Participant receiving monthly Disability Retirement Benefits under the Plan, or an Inactive Participant entitled to a Vested Benefit, the Participant is survived by a Surviving Spouse to whom the Participant has been legally married for at least one (1) year at the time of the Participant's death, such Surviving Spouse shall, in lieu of any other benefits from the Plan, be entitled to receive an immediate Surviving Spouse's Benefit provided:

8.1.1.1.1 the Deceased Participant had not yet received any Normal or Early Retirement Benefits or Vested Benefits from the Plan; and

8.1.1.1.2 the Deceased Participant was, at the time of the Participant's death, eligible to have commenced receiving a Normal or Early Retirement Benefit or a deferred monthly Vested Benefit had the Participant applied therefor.

8.1.1.2 For A Deferred Surviving Spouse's Benefit. If, upon the death of an Active Participant who had become Vested in the Participant's Accrued Benefit, a Vested Disabled Participant receiving monthly Disability Retirement Benefits under the Plan, or an Inactive Participant entitled to a Vested Benefit, the Participant is survived by a Surviving Spouse to whom the Participant has been legally married for at least one (1) year at the time of the Participant's death and such Surviving Spouse is not entitled to the Immediate Surviving Spouse's Benefit described in Section 8.1.1.1 above, the Surviving Spouse may be entitled to a Deferred Surviving Spouse's Benefit provided the Surviving Spouse did not previously consent to the Deceased Participant's designation of a Beneficiary other than the Surviving Spouse in accordance with the provisions of Section 8.4 which designation is still in effect. Such benefit shall be payable in lieu of any other benefits from the Plan.

8.1.2 Unmarried Participant. If a Participant has not been legally married for at least one (1) year at the time of death, a Survivor's Benefit shall be paid to the Participant's Beneficiary as follows:

8.1.2.1 For An Immediate Survivor's Benefit for Participant's Named Beneficiary.

If, upon the death of an Active Participant, a Disabled Participant receiving monthly Disability Retirement Benefits under the Plan, or an Inactive Participant entitled to a Vested Benefit, the Participant is not survived by a Spouse to whom the Participant has been legally married for at least one (1) year at the time of the Participant's death, the Participant's named Beneficiary shall be entitled to receive an Immediate Survivor's Benefit in lieu of any other benefits from the Plan, provided:

8.1.2.1.1 the Deceased Participant had not yet received any Normal or Early Retirement Benefits or Vested Benefits from the Plan, and

8.1.2.1.2 the Deceased Participant was, at the time of the Participant's death, eligible to have commenced receiving a Normal or Early Retirement Benefit or a deferred monthly Vested Benefit had the Participant applied therefor.

8.1.2.2 For A Deferred Survivor's Benefit for Participant's Named Beneficiary. If, upon the death of an Active Participant who had become Vested in the Participant's Accrued Benefit, a Vested Disabled Participant receiving monthly Disability Retirement Benefits under the Plan, or an Inactive Participant entitled to a Vested Benefit, the Participant is not survived by a Spouse to whom the Participant has been legally married for at least one (1) year at the time of the Participant's death and the Participant's named Beneficiary is not entitled to the Immediate Survivor's Benefit described in Section 8.1.2.1 above, the Participant's named Beneficiary will be entitled to a Deferred Survivor's Benefit. Such benefit shall be payable in lieu of any other benefits from the Plan.

8.2 Types of Survivors' Benefits

8.2.1 Married Participant. A survivor's benefit, as below described, will be provided for the Surviving Spouse of a married Participant who fulfills the eligibility provisions set forth in Section 8.1.1 above if the Participant did not designate a non-Spouse Beneficiary with the consent of the Surviving Spouse in the manner provided in Section 8.4. If a married Participant designates a non-Spouse Beneficiary with the consent of the Surviving Spouse in the manner provided in Section 8.4, a survivor's benefit as described in Section 8.2.2 will be provided as if the Participant was an unmarried Participant, if the applicable eligibility provisions of Section 8.1.2 are fulfilled.

8.2.1.1 Immediate Surviving Spouse's Benefit. Under an Immediate Surviving Spouse's Benefit, payments shall be made in monthly installments under the provisions of the Qualified Joint and 100% Survivor form described in Section 10.2 computed as if the Deceased Participant had commenced receiving benefits under said form immediately prior to the Participant's death. Such installments shall commence as of the first day of the month coincident with or next following the date of death of the Deceased Participant, but no monthly payments shall actually be paid until approved by the Trustees after an application is submitted to them by or on behalf of the Surviving Spouse on a form prescribed and furnished by them and accompanied by personal data required by them.

8.2.1.2 Deferred Surviving Spouse's Benefit. Under a Deferred Surviving Spouse's Benefit, benefits shall be payable for the life of the Surviving Spouse in monthly installments commencing as of the first day on which the Deceased Participant could have started to receive Normal or Early Retirement Benefits or Vested Benefits had the Participant lived, subject to the reduction provisions for computation of an Early Retirement Benefit and based on the Participant's Years of Benefit Credit and the benefit rate(s) in effect for the Participant as of the date of the Participant's death. The benefit shall be determined under the provisions of the Qualified Joint and 100% Survivor Annuity form described in 10.2 computed as if the Deceased Participant had lived to the first date as of which the Deceased Participant could have started to receive Normal or Early Retirement Benefits or Vested Benefits, applied for the benefits on that date in that form and died immediately thereafter, and shall be based on the age the Participant and the Surviving Spouse would have been at that time. If a Participant has accrued at the date of death at least seven (7) Years of Vesting Service (for Participants dying after May 31, 1998, at least five (5) Years of Vesting Service), the Surviving Spouse may elect to commence receiving a Deferred Surviving Spouse's Benefit before the Participant would have attained Early Retirement Age (even though the Participant would not have been eligible for Early Retirement Benefits had the Participant lived), with the amount of the Deferred Surviving Spouse's Benefit determined under the preceding sentence subject to the following additional adjustments:

8.2.1.2.1 The benefit shall be reduced by one three-hundred-sixtieth ($1/360$) for each full calendar month the commencement date is earlier than the Participant's Early Retirement Age but not earlier than the date the Participant would have reached age fifty (50).

8.2.1.2.2 If the commencement date is earlier than the date on which the Participant would have attained age fifty (50), the benefit shall be further reduced to the commencement date Actuarial Equivalent of the benefit that would be payable under the

preceding paragraph on the date the Participant would have attained age fifty (50).

8.2.2 Unmarried Participant. A Survivor's Benefit, as below described, will be provided to the Beneficiary or Beneficiaries of those unmarried Participants who met the applicable eligibility provisions set forth in Section 8.1.2 above.

8.2.2.1 Immediate Survivor's Benefit for Participant's Named Beneficiary. Under an Immediate Survivor's Benefit, payments shall be made to the Participant's Beneficiary in monthly installments calculated under the provisions of the Qualified Joint and 100% Survivor Annuity form described in Section 10.2 as though the Beneficiary were the Participant's Surviving Spouse. The Immediate Survivor's Benefit is computed as though the Deceased Participant had commenced receiving benefits under said form immediately prior to the Participant's death. Such installments shall commence as of the first day of the month coincident with or next following the date of death of the Deceased Participant, but no monthly payments shall actually be paid until approved by the Trustees after an application is submitted to them by or on behalf of the Beneficiary on a form prescribed and furnished by them and accompanied by personal data required by them.

8.2.2.2 Deferred Survivor's Benefit for Participant's Named Beneficiary. Under a Deferred Survivor's Benefit, benefits shall be payable for the life of the Participant's Beneficiary in monthly installments commencing as of the first day on which the Deceased Participant could have started to receive Normal or Early Retirement Benefits or Vested Benefits had the Participant lived, subject to the reduction provisions for computation of an Early Retirement Benefit and based on the Participant's Years of Benefit Credit and the benefit rate in effect as of the date of the Participant's death. The benefit shall be determined under the provisions of the Qualified Joint and 100% Survivor Annuity form described in Section 10.2 computed as if the Deceased Participant had lived to the first date as of which the Deceased Participant could have started to receive Normal or Early Retirement Benefits or Vested Benefits, applied for the benefits on that date in that form and died immediately thereafter, and shall be based on the age the Participant and the Beneficiary would have been at that time. If a Participant has accrued at the date of death at least seven (7) Years of Vesting Service (for Participants dying after May 31, 1998, at least five (5) Years of Vesting Service), the Beneficiary may elect to commence receiving a Deferred Survivor's Benefit before the Participant would have attained Early Retirement Age (even though the Participant would not have been eligible for Early Retirement Benefits had the Participant lived), with the amount of the Deferred Survivor's Benefit determined under the preceding sentence subject to the following additional adjustments:

8.2.2.2.1 The benefit shall be reduced by one three-hundred-sixtieth (1/360) for each full calendar month the commencement date is earlier than the Participant's Early Retirement Age but not earlier than the date the Participant would have reached age fifty (50).

8.2.2.2.2 If the commencement date is earlier than the date on which the Participant would have attained age fifty (50), the benefit shall be further reduced to the commencement date Actuarial Equivalent of the benefit that would be payable under the preceding paragraph on the date the Participant would have attained age fifty (50).

8.3 Election of Options. The Election of any option available under this Article 8 must be exercised within one hundred eighty (180) days of the date the Board of Trustees have made available to the Surviving Spouse or Beneficiary information as to the amounts available under the various forms and the conditions under which such amounts may be received. The election of any option shall be irrevocable. If an election is not made within the prescribed one hundred eighty (180) day period, it shall be conclusively presumed that a Surviving Spouse has elected the Deferred Surviving Spouse's Benefit and a non-Surviving Spouse Beneficiary has elected the Deferred Survivor's Benefit.

8.4 Beneficiary Designation and Waiver By Spouse. If a Participant is married at the time of the Participant's death, the Beneficiary of any death benefit shall be the Participant's Surviving Spouse, despite any designation to the contrary, unless the Surviving Spouse has authorized a different or additional Beneficiary. The Spouse's authorization shall be in writing and shall be witnessed by a Plan representative or by a notary public. The Spouse's authorization may be limited to the Beneficiary designated at the time of consent, such that the Participant can designate a different Beneficiary only upon receiving new authorization by the Spouse, or the Spouse can agree in writing to permit the Participant to change the Beneficiary without any requirement of further consent. No such "general consent" shall be valid unless the general consent acknowledges that the Spouse has the right to limit consent to a specific Beneficiary and that the Spouse voluntarily elects to relinquish that right.

If the Participant is unmarried, the Participant may designate in writing any person or persons as a Beneficiary on the appropriate forms. A Participant who was not married for at least one year at the time of the Participant's death shall be treated as unmarried for this purpose.

If a Participant designates more than one Beneficiary and a designated Beneficiary dies before benefit payments begin, the share payable to the deceased Beneficiary shall be paid to the Beneficiaries who are still living unless the Participant has designated otherwise. Payments shall be made in proportion to the shares otherwise still payable to the living Beneficiaries. If a Participant designates contingent Beneficiaries to receive benefits if all the primary Beneficiaries die before benefits commence, the share payable to the deceased primary Beneficiaries shall become payable to the next contingent Beneficiaries. If commencement of a benefit is deferred and the primary Beneficiary dies before the deferred

benefit commences, the deferred benefit shall be paid to the contingent Beneficiary, if any, or shall be paid in accordance with the following paragraph, if there is no contingent Beneficiary.

If a Participant fails to designate a Beneficiary or all the named primary and contingent Beneficiaries fail to survive the Participant, the Trustees shall direct the survivor's benefit be distributed to members of the following classes and in the following order:

8.4.1.1 The Participant's Surviving Spouse, if any;

8.4.1.2 The Participant's children, in equal shares, if there is no Surviving Spouse;
or

8.4.1.3 The individuals entitled to receive the residue of the Participant's estate, in equal shares, if there are no surviving children or Spouse.

Equality of shares between the Participant's children or estate Beneficiaries shall be determined based on Actuarially Equivalent survivor annuities. If no individual is identified as the Participant's designated Beneficiary as defined under Code Section 401(a)(9) on or before September 30 of the year following the year of death, no death benefit shall be paid.

At any time after the Participant attains age 35, the Participant may waive the payment of the death benefit in the form of a Surviving Spouse's Benefit. The waiver must be in writing and consented to by the Participant's Spouse. Such Spouse's consent must acknowledge the effect of the election and must be witnessed by a Plan representative or a notary public. The Participant's waiver election must designate a specific Beneficiary or form of benefit to whom or to which the Spouse consents, unless the consent of the Spouse expressly waives the right to consent to future Beneficiary designations and changes of benefit form and permits the Participant to make such changes without any requirement of further consent by the Spouse.

A former Spouse's waiver shall not be binding on a new Spouse. Any new election must comply with the requirements of this Section. Any attempt to designate a Beneficiary other than the Participant's Spouse without the Spouse's written consent in accordance with this Section shall be null and void.

9. DEATH BENEFITS

- 9.1 Eligibility. In the event of the death of an Active Participant who has at least three (3), but fewer than five (5) Years of Vesting Service since the Participant's latest Permanent Break in Service, if any, the Participant's Beneficiary shall be entitled to receive a Death Benefit, provided:
- 9.1.1 the Deceased Participant had not received any Normal or Early Retirement Benefits or Vested Benefits from the Plan, and
 - 9.1.2 no Surviving Spouse's Benefit or Survivor's Benefit is payable under the provisions of Article 8 hereof.
- 9.2 Commencement of Benefit Payment. If a Death Benefit is payable hereunder it shall be paid, upon approval by the Board of Trustees, in a single sum as soon as feasible after the date an application is submitted to the Board of Trustees by or on behalf of Beneficiary in a form prescribed and furnished by them and accompanied by personal data required by them.
- 9.3 Computation of Benefit. The single sum Death Benefit payable hereunder shall be equal to one thousand dollars (\$1,000.00) multiplied by the Participant's Years of Benefit Credit.
- 9.4 Beneficiary. Every Participant upon whose death a single sum Death Benefit may be payable in accordance with the provisions of this Article 9 may designate a Beneficiary subject to the following conditions:
- 9.4.1 If the Participant has been, or subsequently becomes, continuously married for a period of one (1) year, as defined below, the Participant's Spouse shall automatically be the Participant's Beneficiary unless the Participant's Spouse executes a consent and waiver form prescribed and furnished by the Board of Trustees consenting to the designation of a Beneficiary other than the Participant's Spouse, meeting the requirements of Section 8.4.
 - 9.4.2 If the Participant has not been continuously married for at least one (1) year, as defined below, the Participant may designate any person or persons the Participant may so desire as the Participant's Beneficiary.
 - 9.4.3 If the Participant has been, or subsequently becomes, continuously married for at least one (1) year, as defined below, and the Participant's Spouse consents to the designation of a Beneficiary other than the Participant's Spouse in accordance with the foregoing provisions of Section 8.4, the Participant may designate any person or persons the Participant may so desire as the Participant's Beneficiary.
 - 9.4.4 Any reference to a one-year marriage requirement as used in this Section 9.4 shall mean the one-year period immediately preceding the Participant's death.

The attempted designation by a Participant who has been continuously married for at least one (1) year, as defined above, of a Beneficiary who is someone other than the Participant's Spouse without the Participant's Spouse's consent in accordance with the foregoing provisions of this Section 9.4, shall be null and void, and the Death Benefit, if any, shall be paid as in the case where there is no automatic or designated Beneficiary. If a Participant fails to designate a Beneficiary or all the named primary and contingent Beneficiaries fail to survive the Participant, the Trustees shall direct the Death Benefit be distributed to members of the following classes and in the following order:

9.4.4.1 The Participant's Surviving Spouse, if any;

9.4.4.2 The Participant's children, in equal shares, if there is no Surviving Spouse;
or

9.4.4.3 The individuals entitled to receive the residue of the Participant's estate, in equal shares, if there are no surviving children or Spouse.

10. BENEFIT DISTRIBUTIONS

- 10.1 Normal Form of Benefits. Whenever the applicable provisions of Articles 4, 5 or 7 call for monthly payment of Normal, Early or Vested Benefits, unless another form of benefit is payable in accordance with the provisions of Section 10.2, or a lump sum cash payment is made in accordance with the provisions of Section 10.5, the benefit payable shall be paid in equal monthly installments throughout the remainder of the Retired Participant's lifetime, with the provision that if the Participant's death should occur before the Participant has received at least one hundred twenty (120) such monthly payments, the same monthly benefit shall be continued to the Participant's Beneficiary until a total of one hundred twenty (120) monthly payments have been made from the Fund to a combination of the Deceased Participant and the Deceased Participant's Beneficiary. If both the Participant and the Participant's Beneficiary should die before a total of one hundred and twenty (120) monthly payments have been made from the Fund, the remaining benefit payments shall be made to the named Beneficiary of the second-to-die of the Participant and the Participant's Beneficiary, or to the estate of the second-to-die if there is no named Beneficiary, provided claim therefor is made within one (1) year following the date of death of the second-to-die.
- 10.2 Qualified Joint and Survivor Annuity Form. The Qualified Joint and Survivor Annuity form is an annuity that commences immediately and shall provide the Participant with a reduced monthly benefit for the Participant's remaining lifetime with one hundred percent (100%) of such reduced benefit payable for the remainder of the Participant's Surviving Spouse's life to the Participant's Surviving Spouse, if any. This form is also referred to as the "Qualified Joint and 100% Survivor Annuity" or "Qualified Joint and 100% Survivor form." Alternatively, the Participant may elect the Joint and 75% Survivor Annuity described in Section 10.3 with the Spouse as surviving Beneficiary or the Joint and 50% Survivor Annuity described in Section 10.3 with the Spouse as surviving Beneficiary. The amounts payable under each of the Joint and Survivor Annuities shall be the Actuarial Equivalent of the benefit otherwise payable based on the respective ages of the Participant and the Participant's Surviving Spouse at the time benefit payments commence. However, for benefits commencing on or after May 16, 1991 and before the later of June 1, 2010 or the date 30 days after the date notice meeting the requirements of Code Section 432(e)(8)(C) is given, the Qualified Joint and 100% Survivor Annuity that is the Actuarial Equivalent of the benefit otherwise payable shall be calculated as if the Participant elected a benefit that would provide a reduced monthly benefit for the Participant's remaining lifetime with fifty percent (50%) of such reduced benefit payable for the remainder of the Participant's Beneficiary's life to the Participant's Surviving Beneficiary, if any.

If a Participant is married at the time a Retired Participant's Early or Normal Retirement Benefits commence or a Vested Participant's monthly Vested Benefits commence, the Participant's benefits shall automatically be paid from that time on under a Qualified Joint and 100% Survivor Annuity with the Participant's Spouse as the Participant's Beneficiary, unless that form of benefit is validly waived under the rules of this Section.

The Participant may waive that form of benefit and elect either the Joint and 75% Survivor Annuity with the Spouse as surviving Beneficiary or the Joint and 50% Survivor Annuity with the Spouse as surviving Beneficiary, without the consent of the Participant's Spouse. If the Participant waives the Qualified Joint and 100% Survivor Annuity and elects a form that is neither the Joint and 75% Survivor Annuity with the Spouse as surviving Beneficiary nor the Joint and 50% Survivor Annuity with the Spouse as surviving Beneficiary, the waiver and election will not be valid unless the Participant's Spouse consents to the Participant's waiver of that form in accordance with the rules of this Section.

At least 90 days prior to commencement of benefits, the Participant shall notify the Trustees that the Participant intends to begin receiving benefit payments. The Trustees shall then provide the Participant with distribution information in written form.

The Trustees shall provide the Participant no more than 180 and no less than 30 days prior to the annuity starting date and consistent with Treasury Regulations, a written explanation of (a) the terms and conditions of a Qualified Joint and 100% Survivor Annuity, (b) the Participant's right to make, and the effect of, an election to waive the Qualified Joint and 100% Survivor Annuity, (c) the right of a Participant's Spouse to consent with respect to an election to waive the Qualified Joint and 100% Survivor Annuity and selection of a form of benefit other than the Joint and 75% Survivor Annuity with the Spouse as surviving Beneficiary or the Joint and 50% Survivor Annuity with the Spouse as surviving Beneficiary, and (d) the right of a Participant to revoke, and the effect of that revocation of a previous election to waive the Qualified Joint and 100% Survivor Annuity. The notice shall also describe the following information with respect to each of the optional forms of benefit presently available to the Participant, in a manner consistent with Treasury Regulations: (a) a description of the optional form of benefit and its eligibility conditions; (b) a description of the financial effect of electing the optional form of benefit (the amount and timing of payments during and after the Participant's lifetime); (c) a description of the relative value of the optional form of benefit compared to the value of the Qualified Joint and Survivor Annuity, (d) any other material features of the optional form of benefit, and (e) for Plan Years beginning after December 31, 2006, the consequences of failing to defer receipt of the distribution, if the Participant is permitted to defer distribution to a later date. For notices issued before the 90th day after the issuance of Treasury Regulations (unless future Internal Revenue Service guidance otherwise requires), the notice will include a reasonable attempt to comply with this last requirement.

The annuity starting date may be less than 30 days after the notice is provided if all of the following requirements are met:

- 10.2.1 the Trustees provide information to the Participant clearly indicating that the Participant has the right to at least 30 days to consider whether to waive the Qualified Joint and 100% Survivor Annuity and consent to a form of distribution other than a Qualified Joint and 100% Survivor Annuity;
- 10.2.2 the Participant is permitted to revoke an affirmative distribution election at least until the annuity starting date, or, if later, at any time prior to the expiration of the 7-day

period that begins on the day after the explanation of the Qualified Joint and 100% Survivor Annuity is provided;

- 10.2.3 distribution in accordance with the affirmative election begins more than 7 days after the explanation of the Qualified Joint and 100% Survivor Annuity is provided;
- 10.2.4 the explanation of the Qualified Joint and Survivor Annuity may be provided after the annuity starting date. If it is, the applicable election period described below shall not end before the 30th day after the explanation is provided unless the Participant waives the 30-day notice requirement and the distribution commences more than 7 days after the notice is provided.

For purposes of this paragraph, the explanation of the Qualified Joint and 100% Survivor Annuity is considered to have been provided when mailed, postage prepaid, by first class, registered or certified mail to the last known address of the Participant, if not delivered personally by the Trustees to the Participant.

For purposes of this notice requirement, a Participant's "annuity starting date" is the first day of the first period for which an amount is paid as an annuity or any other form. For benefits that commence at a time other than the Normal Retirement Date, the "annuity starting date" shall mean the date as of which the Participant, in accordance with the provisions of this Plan, elects or is otherwise required to commence payment of benefits.

Within the 180 day period ending on the annuity starting date the Participant may elect to waive the Qualified Joint and 100% Survivor Annuity form of benefit payment. The waiver must be in writing and, if the Participant does not elect either the Joint and 75% Survivor Annuity with the Spouse as surviving Beneficiary or the Joint and 50% Survivor Annuity with the Spouse as surviving Beneficiary, the election must be consented to by the Participant's Spouse. Such Spouse's consent must acknowledge the effect of the election and must be witnessed by a Plan representative or a notary public. If the Spouse's consent is required, the Participant's waiver election must designate a specific Beneficiary or form of benefit to whom or to which the Spouse consents, unless the consent of the Spouse expressly waives the right to consent to future Beneficiary designations and changes of benefit form and permits the Participant to make such changes without any requirement of further consent by the Spouse. However, if the Participant establishes to the satisfaction of the Trustees that the required consent cannot be obtained because there is no Spouse, the Spouse cannot be located, or other circumstances are met which may be prescribed by Treasury Regulations, the consent of the Spouse will not be required to waive the Qualified Joint and 100% Survivor Annuity and elect a form of benefit other than the Joint and 75% Survivor Annuity with the Spouse as surviving Beneficiary or the Joint and 50% Survivor Annuity with the Spouse as surviving Beneficiary.

A Participant may revoke a waiver of the Qualified Joint and 100% Survivor Annuity or any other benefit election without the consent of the Spouse at anytime during the election

period. A former Spouse's waiver shall not be binding on a new Spouse. Any new election must comply with the requirements of this Section.

Once payments commence under the Qualified Joint and 100% Survivor Annuity form, benefits thereunder shall only be paid to the Retired Participant and/or the Participant's Surviving Spouse who was the Participant's Beneficiary at the time payments commenced.

10.3 Optional Survivor Annuity Forms. If a Participant validly elects not to receive the benefit in either the normal form of benefit or an available Joint and Survivor Annuity with the Participant's Surviving Spouse as the Beneficiary, the Participant may elect to receive the benefit in one of the following ways:

10.3.1 Joint and 50% Survivor Annuity. The Joint and 50% Survivor Annuity form is an annuity that commences immediately and shall provide the Participant with a reduced monthly benefit for the Participant's remaining lifetime with fifty percent (50%) of such reduced benefit payable for the remainder of the Participant's Surviving Beneficiary's life to the Participant's Surviving Beneficiary, if any.

10.3.2 Joint and 75% Survivor Annuity. The Joint and 75% Survivor Annuity form is an annuity that commences immediately and shall provide the Participant with a reduced monthly benefit for the Participant's remaining lifetime with seventy five percent (75%) of such reduced benefit payable for the remainder of the Participant's Surviving Beneficiary's life to the Participant's Surviving Beneficiary, if any.

10.3.3 Joint and 100% Survivor Annuity. The Joint and 100% Survivor Annuity form is an annuity that commences immediately and shall provide the Participant with a reduced monthly benefit for the Participant's remaining lifetime with one hundred percent (100%) of such reduced benefit payable for the remainder of the Participant's Surviving Beneficiary's life to the Participant's Surviving Beneficiary, if any.

Notwithstanding the survivor annuity percentages specified above, if the Participant's Beneficiary is not the Participant's Surviving Spouse, the survivor annuity percentage shall not exceed the survivor annuity percentages required by Treasury Regulation 1.401(a)(9)-6, which limits the non-Spouse annuity percentage when a non-Spouse surviving annuitant is more than 10 years younger than the Participant, as described in Article 11. The Joint and Survivor Annuity amounts shall be the Actuarial Equivalent of the benefit otherwise payable, based on the respective ages of the Participant and the Participant's Beneficiary at the time benefit payments commence.

Once payments commence under a Joint and Survivor Annuity form, benefits thereunder shall only be paid to the Retired Participant and/or the Participant's Surviving Beneficiary who was the Participant's Beneficiary at the time payments commenced.

10.4 Social Security Leveling Option. For Participants with annuity starting dates before January 1, 2010, if a Participant so elects, the amount of the Participant's monthly payments of

Normal Retirement, Early Retirement or Vested Benefits shall be actuarially adjusted to pay a greater monthly amount prior to commencement of Social Security benefits and a lesser monthly amount after Social Security benefits begin, the object being to provide the Participant with a consistent amount of total monthly income after Retirement derived from both Pension benefits and Social Security benefits. This option does not affect the amount of the Participant's Social Security.

For Participants with annuity starting dates on or after January 1, 2010 and before November 1, 2010, this option was not available pursuant to the Pension Protection Act of 2006 provisions that bar payments in excess of the monthly amount paid under a single life annuity while the Plan is in critical status as defined in Code Section 432.

For Participants with annuity starting dates on or after November 1, 2010, if a Participant so elects, the amount of the Participant's monthly payments of Normal Retirement, Early Retirement or Vested Benefits that are paid in either the Normal Form of Benefit described in Section 10.1 or the Joint and 100% Survivor Annuity form of benefit shall be actuarially adjusted to pay a greater monthly amount prior to commencement of Social Security benefits and a lesser monthly amount after Social Security benefits begin, the object being to provide the Participant with a consistent amount of total monthly income after Retirement derived from both Pension benefits and Social Security benefits. This option does not affect the amount of the Participant's Social Security.

Effective November 1, 2010, Participants with annuity starting dates for Normal Retirement, Early Retirement or Vested Benefits on or after January 1, 2010 but before November 1, 2010 may elect on or before December 31, 2010 to change the optional form of benefit previously elected by the Participant prospectively to a form of benefit with the monthly payments actuarially adjusted to pay a greater monthly amount prior to commencement of Social Security benefits and a lesser monthly amount after Social Security benefits begin, the object being to prospectively provide the Participant with a consistent amount of total monthly income after Retirement derived from both Pension benefits and Social Security benefits, subject to the following conditions:

- a. Any such change shall be subject to the Spouse consent requirements of Section 10.2.
- b. The election to change to the Social Security Leveling Option shall be permitted only if the Participant either:
 - i. initially elected either the Normal Form of Benefit described in Section 10.1 or the Joint and 100% Survivor Annuity form of benefit, in which case the new payment amounts shall be determined using the same form of benefit originally elected, or
 - ii. if the original benefit election was for a form of benefit other than the Normal Form of Benefit described in Section 10.1 or the Joint and 100% Survivor Annuity form of benefit, the Participant, in conjunction with making the election to change to the Social Security Leveling Option, elects to change

the form of payment prospectively to either the Normal Form of Benefit described in Section 10.1 or the Joint and 100% Survivor Annuity form of benefit.

- c. The amount of payments projected to be made after any such change shall not exceed the Actuarial Equivalent of the payments remaining under the optional form of benefit previously elected.
- d. If a Participant who makes the election to change to the Social Security Leveling Option had previously elected the Qualified Joint and 100% Survivor Annuity when it was still determined based on the actuarial reduction for a Qualified Joint and 50% Survivor Annuity, the value of the subsidy shall be included in the redetermination of monthly payments.

10.5 Lump Sum Cash Payments. The Trustees shall have the right to make lump sum cash payments in lieu of all other benefits which might otherwise be payable under the Plan under the conditions described in this Section 10.5. If, at the time a Participant becomes an Inactive Participant, the Participant is Vested in accordance with the provisions of Article 7, the Trustees may determine the then current single sum Actuarial Equivalent of the Participant's Vested Benefit. If such single sum value is Five Thousand Dollars (\$5,000.00) or less, the Trustees may unilaterally distribute such amount in a lump sum cash payment to Inactive Participant in full settlement of all the Participant's rights to benefits under the Plan. Any single sum cash payment shall cancel the Inactive or Former Participant's Accrued Benefit.

Effective March 28, 2005, the reference to Five Thousand Dollars (\$5,000.00) in this Section 10.5 is lowered from Five Thousand Dollars (\$5,000.00) to One Thousand Dollars (\$1,000.00).

10.6 Reinstatement of Accrued Benefit. If an Inactive Participant to whom a single sum cash payment has been made in lieu of the Participant's rights to any other benefits under the Plan again becomes an Active Participant, the Participant may have the Participant's previously canceled Accrued Benefit reinstated to the Participant's credit by repaying in a single sum to the Fund an amount equal to the single sum cash payment the Participant received with interest compounded annually at the rate of 120 percent of the Federal mid-term rate as in effect under Code Section 1274 for the first month of a Plan Year; provided such repayment is made prior to a date as of which the Participant incurs five (5) consecutive Plan Years with fewer than three hundred seventy-five (375) Hours of Work in each of those five (5) Plan Years.

10.7 Suspension of Benefits. If a Retired Participant meets all of the following conditions, the Participant shall have the Participant's monthly benefits suspended:

10.7.1 the Participant has become actively employed by an Employer, by any other employer or self-employed, for at least forty (40) hours in any calendar month or for at least forty (40) hours in the payroll periods falling within a calendar month. Such

hours shall include hours for which the Retired or Former Participant is paid or entitled to payment for performance of duties as well as hours for which the Retired or Former Participant is paid or entitled to payment on account of a period of time for which no duties are performed due to vacation, holiday, illness, incapacity (including Disability), layoff, jury duty, military leave or leave of absence.

- 10.7.2 Such employment is in the same industry as the type of business activity engaged in by any Employer who was an Employer at the time the Retired Participant first received the Participant's monthly benefits (or would have received the Participant's monthly benefits had the Participant not remained in or returned to an employed status).
- 10.7.3 Such employment is in the same trade or craft in which the Retired Participant was employed at any time while participating in the Plan including any supervisory or managerial activity which is reasonably related to the underlying skills associated with the trade or craft for which the Retired Participant was trained or in which the Retired Participant acquired work experience.
- 10.7.4 Such employment is within the State of Michigan.
- 10.7.5 A Retired Participant who intends to return to employment as described above must notify the Board of Trustees in advance on a form prescribed and furnished by them of the Retired Participant's intent to do so and must again notify the Board of Trustees on a form prescribed and furnished by them when the Retired Participant no longer meets all four (4) of the conditions set forth above so that payment of the Retired Participant's monthly benefits may be resumed. Should a Retired Participant return to employment without notifying the Board of Trustees of the Retired Participant's intent to do so and be discovered working on a job, the Board of Trustees may presume that the Retired Participant has been reemployed under the four (4) conditions set forth above for the entire period that the Retired Participant's employer has been working on that particular job site and suspend the Retired Participant's monthly benefits for such period. This presumption shall be rebuttable, but it shall be the responsibility of the Retired Participant to submit evidence to rebut said presumption.

When a Retired Participant who has had monthly benefits suspended notifies the Board of Trustees that the Retired Participant no longer meets all four (4) conditions set forth above, the Participant shall again start receiving the Retired Participant's monthly benefits no later than the first day of the third calendar month after the calendar month in which such notification is given. When monthly benefit payments are resumed, the first monthly payment shall include payments for any months for which benefits were suspended when the Retired Participant did not meet all of the four (4) conditions set forth above, less any offset or recoupment which the Board of Trustees are permitted to impose by applicable regulations.

In the event a Retired Participant receives monthly benefits for any period of time for which the Retired Participant is not entitled because of the provisions of this Section 10.7, the Trustees shall recoup any overpayments as quickly as they are permitted to do so by applicable regulations.

The Trustees shall adopt such other reporting and related procedures as they deem necessary to police the provisions of this Section 10.7 and shall notify all Retired Participants receiving monthly benefits from the Fund of the provisions of this Section 10.7 and of all other procedures adopted by the Board of Trustees to give effect thereto.

When payment of monthly benefits is resumed, the amount of such payments shall be the same amount as the Retired or Former Participant was receiving from the Plan prior to the Retired or Former Participant's return to work (except for any recoupment of overpayments) unless there has been a general improvement in Plan benefits to which the Retired or Former Participant would have been entitled had the Retired or Former Participant not returned to work or unless, during the Retired or Former Participant's period of reemployment, the Retired or Former Participant accrued at least one (1) Year of Vesting Service, in which event the Retired or Former Participant shall be entitled to additional benefits upon the Participant's subsequent re-retirement in the same form as the Retired or Former Participant was receiving benefits prior to the Participant's reemployment.

If, at any time, the Trustees, in their sole and absolute discretion, determine that there is a shortage of qualified Employees trained to work under the Jurisdiction of a Local Union of the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada which is located within the State of Michigan, they may waive the foregoing Suspension of Benefits provisions for a limited period of time not to exceed twelve (12) months; but such waiver may be further extended for additional periods of up to twelve (12) months each by further action of the Trustees

During periods in which the Trustees waive the Suspension of Benefit provisions, Participants who are receiving benefits may work in a jurisdiction within the State of Michigan without having pension benefits suspended. Years of Benefit Credit related to such periods of service and additional Accrued Benefits shall be provided for such periods of service as follows:

For periods prior to June 1, 2001, Years of Benefit Credit shall be credited as if the Participant was not receiving pension benefits while performing service in the industry. The Participant's Accrued Benefit attributable to Years of Benefit Credit earned prior to the current Plan Year shall not be increased except as specifically provided for benefit increases for retirees in general. On the last day of each Plan Year in which service is performed after retirement benefits have started, additional Years of Benefit Credit attributable to service performed in that Plan Year during periods in which the Trustees waived the Suspension of Benefit provisions shall be

credited pursuant to Section 3.1 and the Participant's Accrued Benefit shall be increased by an amount equal to the monthly benefit per Year of Benefit Credit in effect on that date for Active Participants who retire on that date, multiplied by the additional full or partial Years of Benefit Credit earned during that Plan Year. The additional Accrued Benefit shall become payable starting with the first pension payment payable in the next Plan Year.

Effective with respect to full or partial Years of Benefit Credit attributable to service performed after May 31, 2001, any additional Accrued Benefits determined under the preceding paragraph for service performed during a Plan Year shall be reduced (but not below zero) by the Actuarial Equivalent of total Plan benefit distributions made to the Plan Participant by the last day of the Plan Year in which the service is performed. The distributions taken into account for this purpose shall be limited to those distributions which would have been suspended were it not for the Trustees' decision to waive the benefit suspension provisions. Distributions shall be disregarded for this purpose to the extent that the total amount of distributions made to the Participant by the close of the Plan Year exceeds the total amount of distributions the Participant would have received by the close of the Plan Year if the distributions would have been made in accordance with the Plan's normal form of benefit distribution.

- 10.7.6 The Board of Trustees may waive the Suspension of Benefit provisions with regard to specific Participants who owe money to the Plan, in order to enable such Participants to voluntarily assign their monthly benefits to the Plan. Such a waiver shall apply only to the extent of the assignment of benefits, and terminates immediately upon any situation that arises that would cause the monthly benefits to be retained by the Participant rather than being paid to the Plan.
- 10.8 Required Distributions. Notwithstanding any provision in the Plan to the contrary, the distribution of a Participant's benefit shall comply with Article 11, "Required Minimum Distributions." With respect to distributions under the Plan made in calendar years beginning on or after January 1, 2001 and before January 1, 2006, the Plan will apply the minimum distribution requirements of Code Section 401(a)(9) in accordance with the regulations under Section 401(a)(9) that were proposed in January 2001 ("2001 Proposed Regulations"), notwithstanding any provision of the Plan to the contrary.
- 10.9 Direct Rollover. Notwithstanding any provision of the Plan to the contrary that would otherwise limit a distributee's election under this paragraph, 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.

For purposes of the preceding paragraph, the following words and phrases shall have the following meanings:

10.9.1 Eligible rollover distribution: An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated Beneficiary, or for a specified period of ten years or more; any distribution to the extent such distribution is required under Code Section 401(a)(9); 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). Effective January 1, 1999, an eligible rollover distribution described in IRC section 402(c)(4), which the Participant can elect to rollover to another plan pursuant to IRC section 401(a)(31), excludes hardship withdrawals as defined in IRC section 401(k)(2)(B)(i)(IV), which are attributable to the Participant's elective contributions under Treasury Regulations Section 1.401(k)-1(d)(2)(ii).

10.9.2 Eligible retirement plan: An eligible retirement plan is

- 10.9.2.1 an individual retirement account described in Code Section 408(a),
- 10.9.2.2 an individual retirement annuity described in Code Section 408(b),
- 10.9.2.3 an annuity plan described in Code Section 403(a),
- 10.9.2.4 an annuity contract described in Code Section 403(b),
- 10.9.2.5 a qualified trust described in Code Section 401(a), or
- 10.9.2.6 an eligible deferred compensation plan described in Code Section 457(b) maintained by a State, political subdivision of a State, and any agency or instrumentality of a State or political subdivision of a State, that accepts the distributee's Eligible Rollover Distribution.

Effective for distributions made after December 31, 2007, a Roth IRA shall be considered an eligible retirement plan under this section.

For purposes of the preceding paragraph, a direct rollover to a Roth IRA may be made before January 1, 2010 only if (a) the Participant has an adjusted gross income (as defined in Code Sec 408A) of \$100,000 or less; and (b) if the Participant is married, the Participant files a joint income tax return.

10.9.3 Distributee: A distributee includes an Employee or former Employee. In addition, the Employee's or former Employee's Surviving Spouse and the Employee's or former Employee's Spouse or former Spouse who is the alternate payee under a Qualified Domestic Relations Order, as defined in Code Section 414(p), are distributees with regard to the vested Accrued Benefit of the Spouse or former Spouse.

10.9.4 Nonspouse Beneficiaries: A nonspouse Beneficiary who is a designated Beneficiary under Code Section 401(a)(9)(E) and the regulations issued thereunder, may by a direct trustee to trustee transfer ("direct rollover"), roll over all or any portion of his or her distribution to an IRA established for purposes of receiving the distribution. In order to be eligible for rollover, the distribution otherwise must be an eligible rollover distribution. Such distributions shall be treated as eligible rollover distributions for purposes of the Code Section 401(a)(31) direct rollover rules, Code Section 402(f)'s requirements that a written explanation of tax treatment be provided, and Code Section 3405(c)'s 20% withholding requirements and exceptions.

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

If a distribution is one to which Code Sections 401(a)(11) and 417 do not apply, such distribution may commence less than 30 days after the notice required under Section 1.411(a)-11(c) of the Treasury Regulations is given, provided that:

- a. the Plan Administrator clearly informs the Participant that the Participant has a right to a period of at least 30 days after receiving the notice to consider the decision of whether or not to elect a distribution (and, if applicable, a particular distribution option), and
- b. the Participant, after receiving the notice, affirmatively elects a distribution.

For taxable years beginning after December 31, 2006, a Participant otherwise eligible to receive amounts attributable to Voluntary Contributions in what would otherwise be an eligible rollover distribution may elect to transfer amounts attributable to Voluntary Contributions by means of a direct rollover to a qualified trust (as defined in Code Section 402(c)(8)(A)) or to an annuity contract described in Code Section 403(b) that agrees to account separately for amounts so transferred (including interest thereon), including accounting separately for the portion of such distribution which is includible in gross income and the portion of such distribution which is not includible in gross income.

11. REQUIRED MINIMUM DISTRIBUTIONS

- 11.1 Minimum Annual Distributions. All distributions under this Plan shall be made no later than and in amounts no less than required under Code Section 401(a)(9), including the minimum distribution incidental benefit requirement of Code Section 401(a)(9)(G), and the Treasury Regulations under Code Section 401(a)(9). This Article is intended to ensure that the forms of benefit distribution provided by this Plan satisfy these provisions of the Code and the Treasury Regulations thereunder. This Article is not intended to create new forms of distribution not already provided by this Plan, except to the limited extent that existing forms of distribution must be modified to conform to the requirements of this Article. In that case this Article shall override any contrary distribution features of this Plan only to the extent necessary to make such a distribution method compliant with Code Section 401(a)(9), including the minimum distribution incidental benefit requirement of Code Section 401(a)(9)(G), and the Treasury Regulations under Code Section 401(a)(9).
- 11.2 Limits on Distribution Periods. As of the first distribution calendar year, distributions to a Participant, if not made in a single sum, may only be made over one of the following periods:
- 11.2.1 the life of the Participant,
 - 11.2.2 the joint lives of the Participant and a designated Beneficiary,
 - 11.2.3 a period certain not extending beyond the life expectancy of the Participant, or
 - 11.2.4 a period certain not extending beyond the joint life and last survivor expectancy of the Participant and a designated Beneficiary.
- 11.3 Time and Manner of Distribution.
- 11.3.1 Required Beginning Date. The Participant's entire interest will be distributed, or begin to be distributed, no later than the Participant's required beginning date.
 - 11.3.2 Death of Participant Before Distributions Begin. If the Participant dies before distributions begin, the Participant's entire interest will be distributed, or begin to be distributed, no later than as follows:
 - 11.3.2.1 If the Participant's Surviving Spouse is the Participant's sole designated Beneficiary, then, except as otherwise provided herein, distributions to the Surviving Spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age 70½, if later.
 - 11.3.2.2 If the Participant's Surviving Spouse is not the Participant's sole designated Beneficiary, then, except as provided herein, distributions

to the designated Beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.

11.3.2.3 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.

11.3.2.4 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 are required to begin, this Section 11.3.2, other than Section 11.3.2.1, will apply as if the Surviving Spouse were the Participant.

For purposes of this Section 11.3.2 and Section 11.6., unless Section 11.3.2.4 applies, distributions are considered to begin on the Participant's required beginning date. If Section 11.3.2.4 applies, distributions are considered to begin on the date distributions are required to begin to the Surviving Spouse under Section 11.3.2.1. If distributions under an annuity meeting the requirements of this Section 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 11.3.2.1, the date distributions are considered to begin is the date distributions actually commence.

11.3.3 Forms 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 Sections 11.4, 11.5 and 11.6. of this Article. 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 § 401(a)(9) of the Code and § 1.401(a)(9) of the regulations. Any part of the Participant's interest which is in the form of an individual account described in § 414(k) of the Code will be distributed in a manner satisfying the requirements of §401(a)(9) of the Code and § 1.401(a)(9) of the regulations that apply to individual accounts.

11.4 Determination of Amount to be Distributed Each Year.

11.4.1 General Annuity Requirements. If the Participant's interest is to be paid in the form of annuity distributions under the Plan, payments under the annuity shall satisfy the following requirements:

11.4.1.1 the annuity distributions will be paid in periodic payments made at uniform intervals not longer than one year;

- 11.4.1.2 the distribution period will be over a life (or lives) or over a period certain not longer than the period described in Section 11.5 or 11.6;
- 11.4.1.3 once payments have begun over a period, the period will be changed only in accordance with Section 11.7 of this Article;
- 11.4.1.4 payments will either be nonincreasing or increase only as follows:
 - 11.4.1.4.1 by an annual percentage increase that does not exceed the percentage increase in an eligible cost-of-living index for a 12-month period ending in the year during which the increase occurs or a prior year;
 - 11.4.1.4.2 by a percentage increase that occurs at specified times and does not exceed the cumulative total of annual percentage increases in an eligible cost-of-living index since the annuity starting date, or if later, the date of the most recent percentage increase;
 - 11.4.1.4.3 by a constant percentage of less than 5 percent per year, applied not less frequently than annually;
 - 11.4.1.4.4 as a result of dividend or other payments that result from actuarial gains, provided:
 - 11.4.1.4.4.1 actuarial gain is measured not less frequently than annually,
 - 11.4.1.4.4.2 the resulting dividend or other payments are either paid no later than the year following the year for which the actuarial experience is measured or paid in the same form as the payment of the annuity over the remaining period of the annuity (beginning no later than the year following the year for which the actuarial experience is measured),
 - 11.4.1.4.4.3 the actuarial gain taken into account is limited to actuarial gain from investment experience,
 - 11.4.1.4.4.4 the assumed interest rate used to calculate such actuarial gains is not less than 3 percent, and
 - 11.4.1.4.4.5 the annuity payments are not increased by a constant percentage as described in 11.4.1.4.3;
 - 11.4.1.4.5 to the extent of the reduction in the amount of the Participant's payments to provide for a Survivor Benefit, but

only if there is no longer a Survivor Benefit because the Beneficiary whose life was being used to determine the distribution period dies or is no longer the Participant's Beneficiary pursuant to a qualified domestic relations order within the meaning of § 414(p) of the Code;

11.4.1.4.6 to provide a final payment upon the Participant's death not greater than the excess of the actuarial present value of the Participant's accrued benefit (within the meaning of §411(a)(7)of the Code) calculated as of the annuity starting date using the applicable interest rate defined in the Actuarial Equivalent definition in Article 1 of the Plan and the applicable mortality table defined in the Actuarial Equivalent definition in Article 1 of the Plan (or, if greater, the total amount of employee contributions) over the total of payments before the Participant's death;

11.4.1.4.7 to allow a Beneficiary to convert the survivor portion of a joint and survivor annuity into a single sum distribution upon the Participant's death; or

11.4.1.4.8 to pay increased benefits that result from a Plan amendment.

11.4.2 Amount Required to be Distributed by Required Beginning Date and Later Payment Intervals. The amount that must be distributed on or before the Participant's required beginning date (or, if the Participant dies before distributions begin, the date distributions are required to begin under Section 11.3.2.1 or 11.3.2.2) is the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval even if that payment interval ends in the next calendar year. 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.

11.4.3 Additional Accruals After First Distribution Calendar Year. Any additional benefits accruing to the Participant in a calendar year after the first distribution calendar year will be distributed beginning with the first payment interval ending in the calendar year immediately following the calendar year in which such benefit accrues.

11.5 Requirements For Annuity Distributions That Commence During Participant's Lifetime.

11.5.1 Joint Life Annuities Where the Beneficiary Is Not the Participant's Spouse. If the Participant's interest is being distributed in the form of a joint and survivor annuity for the joint lives of the Participant and a non-Surviving 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 § 1.401(a)(9)-6, Q&A 2(c)(2), in the manner described in Q&A 2(c)(1), of the regulations, to determine the applicable percentage. 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.

11.5.2 Period Certain Annuities. Unless the Participant's Spouse is the sole designated Beneficiary and the form of distribution is a period certain and no life annuity, the period certain for an annuity distribution commencing during the Participant's lifetime may not exceed the applicable distribution period for the Participant under the Uniform Lifetime Table set forth in §1.401(a)(9)-9, Q&A -2, of the regulations for the calendar year that contains the annuity starting date. If the annuity starting date precedes the year in which the Participant reaches age 70, the applicable distribution period for the Participant is the distribution period for age 70 under the Uniform Lifetime Table set forth in §1.401(a)(9)-9, Q&A-2, of the regulations plus the excess of 70 over the age of the Participant as of the Participant's birthday in the year that contains the annuity starting date. If the Participant's Spouse is the Participant's sole designated Beneficiary and the form of distribution is a period certain and no life annuity, the period certain may not exceed the longer of the Participant's applicable distribution period, as determined under this Section, 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 §1.401(a)(9)-9, Q&A-3, of the 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.

11.6 Requirements For Minimum Distributions After the Participant's Death.

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

11.6.2 Death Before Distributions Begin.

11.6.2.1 Participant Survived by Designated Beneficiary. Except as provided in 11.6.2.4 below, 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 Section 11.3.2.1 or 11.3.2.2, over the life of the designated Beneficiary or over a period certain not exceeding:

11.6.2.1.1 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

11.6.2.1.2 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.

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

11.6.2.3 Death of Surviving Spouse Before Distributions to Surviving Spouse Begin. If the Participant dies before the date distribution of his or her interest begins, the Participant's Surviving Spouse is the Participant's sole designated Beneficiary, and the Surviving Spouse dies before distributions to the Surviving Spouse begin, this Section will apply as if the Surviving Spouse were the Participant, except that the time by which distributions must begin will be determined without regard to Section 11.3.2.1.

11.6.2.4 Election of 5 -Year Rule. Participants or Beneficiaries may elect on an individual basis whether the 5 -year rule or the life expectancy rule in Sections 11.3.2 and 11.5.2 applies to distributions after the death of a Participant who has a designated Beneficiary. The election must be made no later than the earlier of September 30 of the calendar year in which distributions would be required to begin under Section 11.3.2, or by September 30 of the calendar year which contains the fifth anniversary of the Participant's (or, if applicable, Surviving Spouse's) death. If neither the Participant nor Beneficiary makes an election under this paragraph, distributions will be made in accordance with Sections 11.3.2 and 11.5.2.

11.7 Changes to Annuity Payment Period.

11.7.1 Permitted Changes. An annuity payment period may be changed only in association with an annuity payment increase described in Section 11.4.1.4 or in accordance with Section 11.7.2.

11.7.2 Reannuitization. An annuity payment period may be changed and the annuity payments modified in accordance with that change if the conditions in Section 11.7.3 are satisfied and:

- 11.7.2.1 the modification occurs when the Participant retires or in connection with a Plan termination;
- 11.7.2.2 the payment period prior to modification is a period certain without life contingencies; or
- 11.7.2.3 the annuity payments after modification are paid under a qualified joint and survivor annuity over the joint lives of the Participant and a designated Beneficiary, the Participant's Spouse is the sole designated Beneficiary, and the modification occurs in connection with the Participant's becoming married to such Spouse.

11.7.3 Conditions. The conditions in this Section 11.7.3 are satisfied if:

- 11.7.3.1 the future payments after the modification satisfy the requirements of §401(a)(9), §1.401(a)(9) of the regulations, and this Section (determined by treating the date of the change as a new annuity starting date and the actuarial present value of the remaining payments prior to modification as the entire interest of the Participant);
- 11.7.3.2 for purposes of §415 and §417 of the Code, the modification is treated as a new annuity starting date;
- 11.7.3.3 after taking into account the modification, the annuity (including all past and future payments) satisfies the requirements of §415 of the Code (determined at the original annuity starting date, using the interest rates and mortality tables applicable to such date); and
- 11.7.3.4 the end point of the period certain, if any, for any modified payment period is not later than the end point available to the employee at the original annuity starting date under §401(a)(9) of the Code and this Section.

11.8 Payments to a Surviving Child.

11.8.1 Special rule. For purposes of this Section, payments made to a Participant's surviving child until the child reaches the age of majority (or dies, if earlier) shall be treated as if such payments were made to the Surviving Spouse to the extent the payments become payable to the Surviving Spouse upon cessation of the payments to the child.

11.8.2 Age of majority. For purposes of this Section, a child shall be treated as having not reached the age of majority if the child has not completed a specified course of education and is under the age of 26. In addition, a child who is disabled within the meaning of Code §72(m)(7) when the child reaches the age of majority shall be treated as having not reached the age of majority so long as the child continues to be disabled.

11.9 Definitions.

11.9.1 Actuarial gain. The difference between an amount determined using the actuarial assumptions (*i.e.*, investment return, mortality, expense, and other similar assumptions) used to calculate the initial payments before adjustment for any increases and the amount determined under the actual experience with respect to those factors. Actuarial gain also includes differences between the amount determined using actuarial assumptions when an annuity was purchased or commenced and such amount determined using actuarial assumptions used in calculating payments at the time the actuarial gain is determined.

11.9.2 Designated Beneficiary. The individual who is designated by the Participant (or the Participant's Surviving Spouse) as the Beneficiary of the Participant's interest under the Plan and who is the designated Beneficiary under §401(a)(9) of the Code and §1.401(a)(9)-4 of the regulations.

11.9.3 Distribution calendar year. A calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first distribution calendar year is the calendar year immediately preceding the calendar year which contains the Participant's required beginning date. For distributions beginning after the Participant's death, the first distribution calendar year is the calendar year in which distributions are required to begin pursuant to Section 11.3.2.

11.9.4 Eligible cost-of-living index. An index described in paragraphs (b)(2), (b)(3) or (b)(4) of §1.401(a)(9)-6, Q&A-14, of the regulations.

11.9.5 Life expectancy. Life expectancy as computed by use of the Single Life Table in §1.401(a)(9)-9, Q&A-1, of the regulations.

11.9.6 Required beginning date.

11.9.6.1 The required beginning date of a Participant is April 1 of the calendar year following the later of the calendar year in which the Participant attains age 70½ or the calendar year in which the Participant retires, except that benefit distributions to a 5-percent owner must commence by April 1 of the calendar year following the calendar year in which the Participant attains age 70½.

11.9.6.2 Except with respect to a 5-percent owner, a Participant's accrued benefit will be actuarially increased to take into account the period after age 70½ in which the Participant does not receive any benefits under the Plan. The actuarial increase will begin on April 1 following the calendar year in which the employee attains age 70½ (January 1, 1997 in the case of an employee who attains age 70½ prior to 1996), and will end on the date on which benefits commence after retirement in an amount sufficient to satisfy §401(a)(9). The amount of actuarial increase payable as of the end of the period for actuarial increases will be no less than the actuarial equivalent of the Participant's retirement benefits that would have been payable as of the date the actuarial increase must commence plus the actuarial equivalent of additional benefits accrued after that date, reduced by the actuarial equivalent of any distributions made after that date. The actuarial increase under this Section is not in addition to the actuarial increase required for that same period under §411 to reflect the delay in payments after normal retirement, except that the actuarial increase required under this Section will be provided even during the period during which an Employee is in ERISA §203(a)(3)(B) service. For purposes of §411(b)(1)(H), the actuarial increase will be treated as an adjustment attributable to the delay in distribution of benefits after the attainment of Normal Retirement Age. Accordingly, to the extent permitted under §411(b)(1)(H), the actuarial increase required under this Section will reduce the benefit accrual otherwise required under §411(b)(1)(H)(i), except that the rules on the suspension of benefits are not applicable.

11.9.7 5 -percent owner. A Participant is treated as a 5-percent owner for purposes of this Section if the Participant is a 5 -percent owner as defined in §416 of the Code at any time during the Plan year ending with or within the calendar year in which such owner attains age 70½. Once distributions have begun to a 5-percent owner under this Section, they must continue to be distributed, even if the Participant ceases to be a 5-percent owner in a subsequent year.

11.10 TEFRA §242(b)(2) Elections.

11.10.1 Notwithstanding the other requirements of this Section and subject to the requirements of Section 10.2, distribution on behalf of any Employee, including a 5-percent owner, who has made a designation under §242(b)(2) of the Tax Equity and Fiscal Responsibility Act (a "§242(b)(2) election") may be made in accordance with all of the following requirements (regardless of when such distribution commences):

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

- 11.10.1.2 The distribution is in accordance with a method of distribution designated by the Employee whose interest in the Plan is being distributed or, if the employee is deceased, by a Beneficiary of such Employee.
 - 11.10.1.3 Such designation was in writing, was signed by the Employee or the Beneficiary, and was made before January 1, 1984.
 - 11.10.1.4 The Employee had accrued a benefit under the Plan as of December 31, 1983.
 - 11.10.1.5 The method of distribution designated by the Employee or the Beneficiary specifies the time at which distribution will commence, the period over which distributions will be made, and in the case of any distribution upon the Employee's death, the beneficiaries of the Employee listed in order of priority.
- 11.10.2 A distribution upon death will not be covered by this transitional rule unless the information in the designation contains the required information described above with respect to the distributions to be made upon the death of the Employee.
- 11.10.3 For any distribution which commences before January 1, 1984, but continues after December 31, 1983, the Employee, or the Beneficiary, to whom such distribution is being made, will be presumed to have designated the method of distribution under which the distribution is being made if the method of distribution was specified in writing and the distribution satisfies the requirements in subsections 11.10.1.1 and 11.10.1.5.
- 11.10.4 If a designation is revoked any subsequent distribution must satisfy the requirements of §401(a)(9) of the Code and the regulations thereunder. If a designation is revoked subsequent to the date distributions are required to begin, the Plan must distribute by the end of the calendar year following the calendar year in which the revocation occurs the total amount not yet distributed which would have been required to have been distributed to satisfy §401(a)(9) of the Code and the regulations thereunder, but for the §242(b)(2) election. For calendar years beginning after December 31, 1988, such distributions must meet the minimum distribution incidental benefit requirements. Any changes in the designation will be considered to be a revocation of the designation. However, the mere substitution or addition of another Beneficiary (one not named in the designation) under the designation will not be considered to be a revocation of the designation, so long as such substitution or addition does not alter the period over which distributions are to be made under the designation, directly or indirectly (for example, by altering the relevant measuring life).

12. MISCELLANEOUS PROVISIONS

- 12.1 Limitation of Rights to Benefits. No Disabled, Active, Vested, Inactive or Retired Participant, Spouse, Beneficiary or any person claiming by or through any such person, shall have any rights, interest or title to any benefits under the Trust Agreement, the Plan or the Trust Fund, except as such right, interest or title shall have been specifically granted pursuant to the terms of this Plan.
- 12.2 Non-Alienation of Benefits. Except as may be required to comply with Qualified Domestic Relations Orders under the provisions of the Retirement Equity Act of 1984, no benefits payable at any time under the Plan shall be subject in any manner to alienation, sale, transfer, assignment, pledge, attachment or encumbrance of any kind. Any attempt to alienate, sell, transfer, assign, pledge or otherwise encumber any such benefit, whether presently or thereafter payable, shall be void. No benefit nor the Fund shall, in any manner, be liable for or subject to the debts or liability of any person entitled to any benefits. If a person entitled to benefits shall attempt to alienate, sell, transfer, assign, pledge or otherwise encumber such person's benefits under this Plan, or any part thereof, or if by reason of a person's bankruptcy or other event, happening at any such time, such benefits would devolve upon anyone else or would not be enjoyed by such person, or in the event of a person's legal disability or inability to care for such person's affairs, the Board of Trustees, in their discretion, may terminate such person's interest in any such benefit and hold or apply it to or for the benefit of such person, their Spouse, dependent children, or any of them, in such manner as the Board of Trustees may deem proper.

Should a copy of a Domestic Relations Order be filed with the Board of Trustees, they shall take whatever steps are required to determine whether such an order is “qualified” as described in the Retirement Equity Act of 1984 and the regulations issued thereunder, pursuant to such policies as are adopted by the Trustees in their discretion. Once such a determination is made, the Board of Trustees shall notify the Participant and the alternate payee(s) of such determination and, if such Order is Qualified, honor same in determining the rights of the Participant and such alternate payee(s) to benefits under the Plan. Effective April 6, 2007, a domestic relations order that otherwise satisfies the requirements for a Qualified Domestic Relations Order (“QDRO”) will not fail to be a QDRO:

- a. solely because the order is issued after, or revises, another domestic relations order or QDRO; or
 - b. solely because of the time at which the order is issued.
- 12.3 Incompetent Payees. In the event that the Board of Trustees determine that a payee is mentally or physically unable to give valid receipt for any benefit due to such payee under the Plan, such payment may, unless claim shall have been made therefor by a legally appointed guardian, committee or other legal representative, be paid to any person or institution then in the judgment of the Board of Trustees providing for the care and maintenance of such payee. Any such payment shall be a payment for the account of the

person involved and shall be a complete discharge of any liability of the Plan or the Board of Trustees therefor.

- 12.4 Facility of Payment. In any case where the amount of monthly benefit payable to anyone entitled to benefits hereunder is less than fifty dollars (\$50.00), the Board of Trustees may, in their discretion, arrange for less frequent payments of larger amounts or provide for a lump sum cash payment, subject to the provisions of ERISA, which is the Actuarial Equivalent of such expected monthly payments in lieu of all benefits otherwise payable.
- 12.5 Time Requirements for Applications. No benefits, other than lump sum cash payments unilaterally payable by the Board of Trustees pursuant to the provisions of Section 10.5, shall be paid unless application therefor is made to the Board of Trustees as provided for in other Sections of the Plan. No benefits based on the Disability of a Participant shall be payable unless claim therefor is made within twelve (12) months after the claimed Disability of the Participant. The Board of Trustees may, however, waive this requirement on a non-discriminatory basis if, in their opinion, circumstances warrant such waiver. The above requirement shall always be waived in the case of benefits payable to a Surviving Spouse under the provisions of Article 8.
- 12.6 Right to Rely on Information Provided. The Board of Trustees shall, in the absence of contrary evidence presented to them, have the right in administering the Plan to rely upon information provided to them by the Union, Employer, Employees, Participants, Spouses, Beneficiaries and Alternate Payees. Neither they nor the Fund shall be liable for good faith reliance thereon

13. ADMINISTRATION OF THE PLAN

- 13.1 Responsibility. The Plan shall be administered solely by the Board of Trustees, which shall be the Plan Administrator, and employees or agents of the Board of Trustees, acting for them as authorized, and the decisions of the Board of Trustees in all matters pertaining to the administration of the Plan shall be final, conclusive and binding on all persons, and all decisions made by the Board of Trustees in carrying out any of its duties or powers shall be entitled to the maximum deference permitted by law, and shall not be disturbed unless found by a court of competent jurisdiction to have been arbitrary and capricious. The Board of Trustees shall make such rules and prescribe such procedures for the administration of the Plan as it shall deem necessary and reasonable.
- 13.2 Collectively Bargained Plan Claims Procedure. If the collective bargaining agreement between the Union and the Association or other bargaining representative for one or more Employers sets forth provisions concerning both the filing and initial disposition of benefit claims and a grievance and arbitration procedure to which denied claims are subject, then all claims for benefits under the Plan shall be processed in accordance with the collective bargaining agreement. If the collective bargaining agreement does not provide for both the filing and initial disposition of benefit claims and the grievance and arbitration of denied claims, then the following benefit claims and appeal procedures shall apply.
- 13.2.1 Claims Procedure. All claims for benefits under the Plan shall be filed on forms approved by the Trustees and supplied to the claimant. Within 90 days after receipt of a claim, the Trustees shall notify the claimant, in writing, of their decision on the claim for benefits, or that special circumstances require an extension of time to process the claim. The extension may not exceed 90 days. If the Trustees deny a claim for benefits, they shall set forth in detail and in a manner calculated to be understood by the claimant the information upon which they base their denial, including the reason for the denial and reference to any pertinent Plan provisions on which the Trustees rely. Where appropriate, the Trustees shall describe any additional material or information necessary for the claimant to perfect the claim and an explanation of why the additional material or information is needed. In addition, the Trustees shall provide the claimant with an explanation of the Plan's claims appeal procedure and the time limits applicable to the appeal, including a statement of the claimant's right to bring a civil action under ERISA following an adverse determination.
- 13.2.2 Claims Appeal Procedure. Any Participant or Beneficiary who disagrees with a decision of the Trustees on his or her claim may submit a written appeal to the Trustees setting forth the information, including written comments, documents, records and other written information relating to the claim, upon which the claimant bases his or her position. The claimant will be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claimant's claim for benefits. The claimant's appeal must be submitted within 60 days after receiving the notice of denial. The review of the

appeal shall take into account all submitted information relating to the claim, whether or not it was provided during the initial consideration of the claim. Within 60 days after receiving the claimant's appeal, the Trustees must notify the claimant, in writing, of the decision on the appeal, or that special circumstances require an extension of time to process the appeal. The extension may not exceed 60 days. No claimant may commence any legal action unless he or she has completed the claims procedure in a timely manner.

- 13.2.3 Claims Procedure Regarding Disability Determinations. This procedure applies to determinations of Disability. A Participant who believes the Participant is entitled to a benefit provided under this Plan due to Disability must submit a claim in writing to the Plan Administrator. If a Participant's claim is denied by the Plan Administrator in whole or in part, the Participant will be notified within a reasonable period of time, but no later than 45 days after the Plan receives the claim. This period may be extended one time by the Plan for up to 30 days if the Plan determines that the extension is needed because of matters beyond the control of the Plan and tells the Participant (within the initial 45 days) of those circumstances and when the Plan expects to make the decision. If the extension is needed because the Participant did not provide enough information to make the decision, the notice of extension will describe the additional information necessary, and the Participant will have at least 45 days from receiving the notice to provide the information.

If a Participant's claim for payment is denied in whole or in part, the Participant will be advised in writing or electronically. The notification will include the specific reason or reasons for the adverse determination, the specific plan provision(s) which are the basis for the decision, a description of any additional material or information required for him to perfect the claim and a reason why it would be necessary, a description of the Plan's review procedures and the applicable time limits (and notification of the Participant's right to bring a civil action under § 502(a) ERISA after an adverse determination on review). If an internal rule, guideline, protocol or other criterion was applied, the Participant shall be provided with a copy or shall be notified that such an internal rule, guideline, protocol or other criterion was applied and a copy will be provided free of charge upon request.

If a Participant's claim is denied, the Participant has the right to a full and fair review. Upon request, the Participant will be provided, free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the Participant's claim for benefits. Reviews of denials of benefits will take into account all comments, documents, records, and other information the Participant submits regarding the claim. In general, a Participant has 180 days after receiving the notice of the denial of the claim in which to request the review, to review pertinent documents, and to submit documents and written comments to a review committee composed of different individuals than were involved in the initial determination. The review shall meet the standards of Department of Labor Regulation Section 2560.503-1(h)(4).

A Participant will be given written or electronic notification of the result of the Participant's appeal. If it is an adverse determination, the Participant will be told the reason(s) and the plan provisions (and any internal rules, guidelines, protocols, or similar criteria) on which the decision was based. The Participant will also be told that the Participant has the right to receive, upon request and free of charge, reasonable access to (and copies of) all documents, records, or other information relevant to the Participant's claim for benefits, and will be informed of the Participant's rights to file a lawsuit under ERISA, as well as any other alternative dispute resolution options. Participants will be notified of the result within a reasonable period of time, not later than 45 days after receipt by the Plan of the Participant's request for a review of the adverse benefit determination. This period may be extended one time by the Plan for up to 45 days if the Plan determines that the extension is needed because of special circumstances and tells the Participant (within the initial 45 days) of those circumstances and when the Plan expects to make the decision.

The Plan Administrator and subsequent review committee have sole authority to make final determinations regarding any application for benefits and the interpretation of the Plan, any other regulations, procedures or administrative rules adopted by the Plan Administrator. Decisions in such matters are final and binding on all persons dealing with the Plan or claiming a benefit from the Plan. If such a decision is challenged in court, it is the Board of Trustees' intention that such decision is to be upheld unless it is determined to be arbitrary or capricious.

- 13.3 Right to Data. The Board of Trustees shall have the right to require, as a condition precedent to the payment of any benefits under the Plan, all information which they reasonably deem necessary, including, but not limited to, records of employment, proof of dates of birth and death and marriage, and evidence of existence, and no benefit dependent in any way upon such information shall be payable unless and until such information so required shall be furnished. Such evidence shall be furnished by the Union, Employers and Former, Disabled, Active, Inactive or Retired Participants, or persons claiming under or through them.
- 13.4 Records and Reports. The Board of Trustees shall exercise such authority and responsibility as they deem appropriate in order to comply with ERISA and governmental regulations issued thereunder relating to records of Participants and their respective status under the Plan and shall issue notifications to Participants, and file such annual registration with the Internal Revenue Service and annual reports with the Department of Labor as may be required. In addition, the Board of Trustees shall respond to all reasonable requests for information received from Participants or other persons entitled to benefits hereunder.
- 13.5 Reciprocity Agreements. The Board of Trustees may enter into reciprocity agreements with trustees of other pension funds covering work coming under the Jurisdiction of the Union's parent body in order to protect the interest hereunder of any Participant who may work within the jurisdiction of other unions from time to time, provided any such agreement is, in the opinion of the Board of Trustees, at least as favorable to the Fund as to the other fund

involved and will not have a material adverse effect on the Fund's funding requirements under ERISA.

- 13.6 Information. Each Participant shall be furnished with an explanation of the various optional forms of benefits available to the Participant and shall have a period of at least one hundred eighty (180) days within which to make a decision. Such one hundred eighty (180) day period shall not end earlier than the Participant's annuity starting date and the Participant shall have the right to revoke any option selected by the Participant and select another at any time prior to the actual commencement of the Participant's Retirement Benefits.
- 13.7 Other Trustee Powers and Duties. The Board of Trustees shall have such duties and powers as may be necessary to discharge its responsibilities hereunder, and shall have full discretion and all powers necessary or appropriate to accomplish its duties under the Plan, including but not limited to the following powers:
- 13.7.1 administer, construe and interpret the Plan, and all laws, regulations, guidance or rulings that affect the Plan or Participants' or beneficiaries' rights under the Plan decide all questions of eligibility, decide all questions submitted under the Claims Appeal Procedure and determine the amount, manner and time of payment of any benefits hereunder;
 - 13.7.2 gather and investigate facts and make all factual determinations necessary in the Board of Trustees' sole discretion to the administration of the Plan;
 - 13.7.3 prescribe procedures to be followed by Participants or Beneficiaries filing applications for benefits or for other purposes of efficient Plan administration;
 - 13.7.4 prepare and distribute, in such manner as the Board of Trustees determine to be appropriate, information explaining the Plan;
 - 13.7.5 receive from an Employer and from Participants such information as shall be necessary for the proper administration of the Plan,
 - 13.7.6 furnish an Employer, upon request, such reports with respect to the administration of the Plan as are reasonable and appropriate,
 - 13.7.7 request, receive and review the periodic valuation of the Plan,
 - 13.7.8 to the extent permitted by law, regulations and other guidance issued by the Departments of Labor and Treasury, to electronically communicate, distribute and receive information otherwise required by the Plan, applicable laws or regulations to be transmitted by written means;
 - 13.7.9 consult with legal counsel or other advisors when, in the Board of Trustees' sole discretion, such advice is necessary or beneficial to the proper administration of the Plan, and the Trustees shall be fully protected in acting or refraining from acting

in accordance with such advice, and the cost of any such consultation shall be properly chargeable as a Plan administrative expense;

13.7.10 receive, review and keep on file (as it deems convenient or proper) reports of the financial condition, and of the receipts and disbursements, of the Trust Fund, create collection policies to ensure receipt of Employer contributions required by collective bargaining agreements, require audits of Employers' contributions and prescribe liquidated damages for failure to timely pay contributions; and

13.7.11 appoint or employ individuals to assist in the administration of the plan and any other agents it deems advisable, including legal and actuarial counsel.

13.8 Delegation of Duties. The Board of Trustees may appoint agents and fiduciaries to assist in the administration of the Plan and may delegate any of its powers and duties granted in this Plan and Trust to trustees, administrators, Administrative Managers or such other fiduciaries as the Board of Trustees may appoint by giving written notice of the delegation to the person or entity so designated. Appointments and delegation shall occur by adoption of a resolution or by written action of an individual or entity given general authority to act with regard to the Plan by the Board of Trustees or other legally constituted authority. Appointment shall not be effective until the person receives actual notice of the appointment. If such an appointment occurs, the appointee shall have only those powers, duties and responsibilities otherwise given to the Plan Administrator as are specifically delegated in writing by the Board of Trustees. With respect to the powers, duties and responsibilities that are so delegated, any reference to the Plan Administrator or the Board of Trustees in the context of its role as Plan Administrator in the Plan or Trust with respect to the delegated power, duty or responsibility shall instead be deemed to refer to the appointee. Any such appointee may be removed by the Board of Trustees by delivery of written notice of removal. Removal shall be effective on the date specified in the notice, or upon delivery to the appointee if no date is specified.

13.9 Indemnity. The Fund shall indemnify each individual serving as a Trustee against any and all liability arising out of or related to the Trustee's service as a Trustee, to the extent permitted by ERISA and other applicable law. All proper, necessary and reasonable costs and expenses incurred by a Trustee who is a party, or is threatened to be made a party, to any threatened or actual action, suit, proceeding, or investigation, whether civil, criminal, or administrative (other than an action by or in the right of the Plan), by reason of the fact that he or she was or is a Trustee, as well as costs and expenses incurred by a Trustee in providing testimony or information about administration of the Plan in such a matter, shall be paid by the Fund, as a matter of right of the affected Trustee (the "Indemnified Trustee"), to the extent permitted by ERISA and other applicable law. Costs and expenses covered by this paragraph shall include, but not be limited to, reasonable attorneys' fees, judgments, penalties, fines and amounts paid in settlement actually and reasonably incurred by the Indemnified Trustee in connection with such action, suit or proceeding, investigation or administrative matter. Such costs shall be paid by the Fund unless and until a final adjudication by a court of competent jurisdiction finds that the Indemnified Trustee committed any of the following ("Disqualifying Conduct"):

- (a) the Indemnified Trustee has breached his or her fiduciary duty under ERISA; or
- (b) the Indemnified Trustee acted in bad faith or engaged in willful misconduct.

Upon any such finding of Disqualifying Conduct, the Indemnified Trustee shall reimburse the Fund for all amounts paid by the Fund.

In any circumstance where an Indemnified Trustee is claimed to have breached his or her fiduciary duty, or under any other circumstances in which the Trustees determine that doing so is appropriate, the Trustees may, in the Trustees' sole discretion, require as a condition to payment of defense costs that the Indemnified Trustee agree to reimburse the Fund for the costs of defense, with interest, if a final adjudication by the court finds that the Indemnified Trustee engaged in Disqualifying Conduct. Settlement of a claim shall not be determinative of whether an Indemnified Trustee engaged in Disqualifying Conduct, unless the Indemnified Trustee admits to Disqualifying Conduct in the settlement. Notwithstanding the foregoing, no amount shall be paid pursuant to this section to the extent such payment is not permitted by ERISA or applicable law.

- 13.10 Administrative Errors. A person's right to benefits under this Plan shall be determined solely by the terms of this Plan, as amended from time to time. Inaccurate reports or benefit statements, record-keeping errors, or mistakes in payments from the Trust shall not entitle any person to an amount other than the benefits determined under the terms of this Plan, and any payments made in excess of the amount properly payable under the Plan shall be repaid upon discovery of the error. The Board of Trustees shall have full discretion to cause all record-keeping or Participant reporting errors to be corrected as soon as practicable after discovery and to determine the most appropriate method of correction, and all such corrections shall be binding on all parties.

If a Participant or Beneficiary receives payments from the Plan in excess of the amount to which the recipient was entitled under the terms of the Plan, the Board of Trustees shall seek to recover the overpayment. The recipient shall be given the opportunity to reimburse the Plan directly, or agree to a reduction in future benefit payments, or otherwise enter into an agreement determined by the Board of Trustees to be a reasonable method for recovery of the overpayment within a reasonable period of time. If the recipient of an overpayment refuses to agree to a repayment option, the Board of Trustees shall take whatever action the Board of Trustees deems appropriate to recover the excess, which action may include reducing future benefit payments attributable to the Participant in a manner reasonably designed to recover the overpayment in a reasonable period of time.

- 13.11 Operational Errors. If the Plan is not operated in accordance with its terms, the Board of Trustees is authorized to take any corrective action that the Board of Trustees, in the Board of Trustees' good faith judgment and sole discretion, determines is permitted by the Employee Plans Compliance Resolution System (EPCRS) as described in Revenue Procedures or other Treasury Department guidance from time to time (or any successor

correction program or system), and such corrective action that is, in the Board of Trustees' good faith judgment and sole discretion, determined to be permitted by any similar correction program or system offered by the US Department of Labor under the Act.

- 13.12 Administrative Feasibility. An act is generally considered "administratively feasible" for purposes of this Plan if and when it can be completed in the ordinary course of Plan administration. Actions that require deviation from the administrative patterns required by this Plan are not considered "administratively feasible" until such time as the actions would be completed absent such deviation. Actions that require the Plan, Trust, or Board of Trustees to incur expenses not normally expected to be incurred are not considered "administratively feasible" until such time as the expenses would be incurred in the ordinary course of Plan administration. The Board of Trustees may, in the Board of Trustees' sole discretion, accelerate actions to a time not otherwise considered administratively feasible, provided that in doing so, similarly situated Participants are treated similarly and the action or timing of the action does not cause the Plan to discriminate in favor of Highly Compensated Employees.

14. FINANCING OF PLAN

- 14.1 Contributions. All contributions to the Fund by Employers shall be made only on behalf of Employees in whose behalf such contributions are required by an applicable written agreement or by the Union or its affiliates or by the Trustees, agencies, etc., as defined in their respective capacity as Employers. Contributions by an Employee shall only be permitted under the provisions of Section 3.2. Contributions by an individual proprietor or partner on themselves shall not be permitted under the Plan.
- 14.2 No Reversion of Contributions. No Employer shall have any right, title or interest in the contributions made by it to the Fund and no part of the Fund shall revert to any such Employer except in the case of an error in the remission of such contributions and then only as may be permitted by ERISA
- 14.3 Limitation of Benefits. The benefits of the Plan shall only be such as can be provided by the assets of the Fund and, except as may be required under ERISA, there shall be no liability or obligation on the part of any Employer to make any further contributions to the Fund in the event of termination of the Plan.
- 14.4 Actuarial Valuations. The benefits under the Plan and the rules governing eligibility therefor have been adopted by the Board of Trustees on the basis of actuarial valuations made by an Enrolled Actuary engaged by them. The Board of Trustees shall have periodic re-valuations performed at least as frequently as required by ERISA; however, it is recognized that the actual experience of the Fund may differ from the assumed experience from time to time and that, if required to meet the funding requirements of ERISA, the Board of Trustees may amend the Plan to decrease future benefit accruals and may, if actual experience is more favorable than assumed experience, increase benefit amounts or reduce eligibility requirements to qualify therefor.

The Board of Trustees may elect to make any elections relating to actuarial valuation of the Plan or applicable funding rules imposed by law, including, but not limited to, the special funding relief rules under Code Sec. 431(b)(8) and Internal Revenue Notice 2010-83, and any superseding/subsequent guidance, that are available for the first two Plan Years ending after August 31, 2008.

- 14.5 Employer Withdrawal. The Plan is a Construction Industry Fund and, as such, the Board of Trustees shall use the Construction Industry definition of Employer Withdrawal as provided for under the Multi-Employer Pension Plan Amendment Act and shall compute any Employer Withdrawal Liability under the basic presumptive method as prescribed for Construction Industry Funds by said Act.

Any disputes between the Fund and an Employer concerning Employer withdrawal liability which may be assessed by the Board of Trustees shall, if not satisfactorily resolved by the parties, be submitted to arbitration under Section 4221 of ERISA and the Pension Benefit

Guaranty Corporation's Fund Regulations on Arbitration of Disputes in Multi-Employer Plans, 29 CFR Parts 2640 and 2641.

The Trustees may adopt rules, policies or procedures setting forth the terms and conditions relating to an Employer's satisfaction of its withdrawal liability so long as such rules, policies or procedures are consistent with ERISA and the Pension Benefit Guaranty Corporation's Regulations. Such rules, policies or procedures may define events of default in the payment of withdrawal liability that include events indicating a substantial likelihood that an Employer will be unlikely to pay its withdrawal liability, and may provide for default rates of interest, recovery of collection costs, and recovery of liquidated damages from Employers who are delinquent in paying withdrawal liability payments.

A definition of default in such rules, policies or procedures indicating a substantial likelihood that an Employer will be unlikely to pay its withdrawal liability may include (but not by way of limitation) the Employer's insolvency, any assignment by the Employer for the benefit of creditors, the Employer's calling of a meeting of creditors for the purpose of offering a composition or extension to such creditors, the Employer's appointment of a committee of creditors or liquidating agents, the Employer's offer of a composition or extension to creditors, the Employer's dissolution or the making (or sending notice of) an intended bulk sale by the Employer, the assignment, pledge, mortgage or hypothecation by the Employer of property that the Trustees deem to be material in relation to the financial condition of the Employer, the filing or commencement by the Employer, or the filing or commencement against the Employer or any of its property, of any proceeding, suit or action relating to any bankruptcy, reorganization or consolidation, arrangement-of-debt, receivership, liquidation, or dissolution law, the entry of any judgment or the issuance of any warrant, attachment, injunction or governmental tax lien or levy against the Employer or its property with respect to a material portion of its property, the Employer's ceasing or substantially curtailing business operations, the Employer taking steps to liquidate a material portion of its assets, the employer's failure to provide information requested by the Fund pursuant to Section 4219(a) of ERISA to enable the Fund to comply with its obligations under the multiemployer pension plan withdrawal liability rules, the Employer's submission of three consecutive withdrawal liability payments more than thirty (30) days after their due date, the Employer's taking an action for the principal purpose of avoiding paying withdrawal liability, or any other event that the Trustees determine materially impairs the Employer's creditworthiness.

15. AMENDMENT, MERGER OR TERMINATION

- 15.1 Right to Amend. Any amendment to this Plan may be made at any time by majority action of the Board of Trustees and may be made retroactively in order to qualify and/or maintain this Plan as a “qualified plan” and trust under applicable provisions of the United States Code and ERISA. Unless required by law, no amendment of the benefits payable under this Plan shall be made except upon the advice and counsel of an Enrolled Actuary, legal counsel or consultant by the Board of Trustees, and except to the extent such elimination or reduction is permitted by law, regulation, or Code Section 7805(b) relief or other relief or guidance issued by the Secretary of Treasury or Commissioner of Internal Revenue, no amendment to this Plan shall eliminate or reduce Code Section 411(d)(6) protected benefits that have already accrued to a Participant at the time of said amendment.

Amendments pursuant to Section 412(c)(7) of the Code and Section 302(c)(7) of ERISA to be effective for a Plan Year, shall be adopted no later than two (2) years after the close of the Plan Year, and if such amendment reduces the Accrued Benefit of an Employee, the same shall not be effective unless approved by the Secretary of Treasury, or unless the Secretary of Treasury fails to take action disapproving the amendment within ninety (90) days of receipt of notice of such amendment.

- 15.2 Mergers or Consolidations. In the event that this Plan should merge or be consolidated with another qualified plan as authorized in the Trust Agreement, or if the assets and/or liabilities of this Plan are transferred to another such Plan, the benefits of anyone entitled thereto, immediately after such merger, consolidation or transfer, shall be at least as great as they were immediately prior to such merger, consolidation or transfer, computed as if the Plan had terminated.

- 15.3 Termination. This Pension Plan shall terminate upon the happening of any one or more of the following events:

15.3.1 In the event the Plan shall be, in the opinion of the Board of Trustees based on the advice of an Enrolled Actuary, inadequate to carry out the intent and purpose of the Agreement and Declaration of Trust creating the Plan, or meet the payments due or to become due under the Plan to persons already drawing benefits.

15.3.2 Upon the adoption of an amendment providing that Participants will receive no credit for any purpose under the Plan for service with any Employer after a specific date.

15.3.3 Upon the withdrawal of every Employer from the Plan, within the meaning of ERISA Section 4203, or the cessation of the obligation of all Employers to contribute under the Plan.

15.3.4 In the event there are no individuals living who can qualify for benefits hereunder.

- 15.3.5 In the event of termination by unanimous action of the Union, Employers and the Board of Trustees.
- 15.3.6 Upon action taken by the Pension Benefit Guaranty Corporation pursuant to provisions of Section 4042(a) of ERISA or by action taken by any other governmental agency authorized to so act.
- 15.4 Procedures in Event of Termination. In the event of termination, the Board of Trustees shall comply with the provisions of ERISA Section 4041A. To the extent not inconsistent with those requirements, the Trustees shall:
 - 15.4.1 Make provision out of the Pension Fund for the payment of any and all obligations of the Plan and Trust; including expenses incurred up to date of termination of the Plan and the expenses incidental to such termination.
 - 15.4.2 Arrange for a final audit and report of their transactions and accounts, for the purpose of termination of their the Trusteeship.
 - 15.4.3 Give any notice and prepare and file any report which may be required by law.

Any remaining assets of the Plan shall be allocated in accordance with the priorities established in ERISA (or any successor statutory provisions) and any applicable regulations of the Pension Benefit Guaranty Corporation. In such event, the right of anyone to benefits accrued to the date of such termination or partial termination, to the extent funded as of such date, shall be non-forfeitable.

Subject to the provisions of ERISA, the amounts to be paid to each person interested in the Trust Fund and the manner of payments shall be determined by the Board of Trustees. Having computed the value of the interest of such person, the Board of Trustees shall provide such benefits either through the continuation of any Trust Fund hereunder or through the purchase of annuity contracts or both or proceed to liquidate the Trust Fund and to distribute the net balance thereof to the persons interested therein in proportion to the values of their respective interests, or partially by one method and partially by another, to the extent permitted by the Pension Benefit Guaranty Corporation. Such distributions may be in cash, securities or property, or in the form of annuity contracts providing benefits of the same general character (but not necessarily in the same amount) as those to which the interested person would have been entitled had this Plan not been discontinued, or partially by one method and partially by another, as the Board of Trustees shall determine.

16. TOP HEAVY PROVISIONS

This Article 16 shall apply only to Participants who are noncollectively bargained Employees and their Employers, on an Employer by Employer basis, and shall be interpreted accordingly, consistent with Treasury Regulation Section 1.416-1 G-2.

16.1 Determination of Top Heavy Status. The Plan shall be a Top Heavy Plan with respect to noncollectively bargained Employees and plans of an Employer in any year in which the Plan benefits (within the meaning of Code Section 410(b)) any Key Employee or former Key Employee of that Employer and any of the following conditions exist on the Determination Date:

16.1.1 The Top Heavy Ratio for the Plan (considering only Employees of that Employer) exceeds 60%, and the Plan is not aggregated as part of a Required Aggregation Group or Permissive Aggregation Group.

16.1.2 The Plan is part of a Required Aggregation Group with respect to that Employer but not part of a Permissive Aggregation Group, and the Top Heavy Ratio for the Required Aggregation Group exceeds 60%.

16.1.3 The Plan is part of a Required Aggregation Group with respect to that Employer and part of a Permissive Aggregation Group with respect to that Employer, and the Top Heavy Ratio for the Permissive Aggregation Group exceeds 60%.

If any Participant is a non-Key Employee for a Plan Year but was a Key Employee for a prior Plan Year (i.e. the Participant does not meet the Key Employee criteria for the Plan Year containing the Determination Date), the Participant's Present Value of Accrued Benefit and/or Aggregate Account balance shall not be taken into account in determining whether the Plan is a Top Heavy Plan (or whether any Aggregation Group that includes the Plan is a Top Heavy Group).

In addition, if a Participant or former Participant has not performed services for the Participant's Employer during the one year period ending on the Determination Date, the Present Value of Accrued Benefit and/or Aggregate Account balance for the Participant or former Participant shall not be taken into account in determining whether the Plan is a Top Heavy Plan. A Participant or former Participant has not received any Compensation for the Employer during the one year period ending on the Determination Date shall be considered not to have performed any services for this purpose.

16.2 Top Heavy Definitions. The following provisions shall apply in determining whether the Plan is a Top Heavy Plan:

16.2.1 Aggregate Account. A Participant's Aggregate Account as of a Determination Date shall be determined under the provisions of the defined contribution plan used in determining Top Heavy Plan status.

- 16.2.2 Aggregation Group. Either a Required Aggregation Group or Permissive Aggregation Group.
- 16.2.3 Determination Date. The last day of the preceding Plan Year or, in the case of the first Plan Year, the last day of that Plan Year.
- 16.2.4 Determination Period. The one-year period ending on the Determination Date.
- 16.2.5 Employer. For purposes of this Article, all members of a group of corporations, trades or businesses under common control (as defined by Code Sections 414(b) and (c) as modified by Code Section 415(h)), an affiliated service group (as defined by Code Section 414(m)), or any other entity required to be aggregated pursuant to regulations under Code Section 414(o), of which Employer is a part.
- 16.2.6 Key Employee. Any Employee or former Employee (and the Beneficiaries of a deceased Employee) who, at any time during the Plan Year, is:
- 16.2.6.1 an officer of the Employer having annual Compensation exceeding \$130,000, as adjusted by the Secretary of Treasury;
 - 16.2.6.2 any person having a 5% ownership interest (as defined for determining Highly Compensated Employees) in the Employer; or
 - 16.2.6.3 any person having more than 1% ownership interest and whose annual Compensation from the Employer is more than \$150,000.

For purposes of determining Key Employee status, "Compensation" means Compensation as defined in Section 3.4 for purposes of limitations on benefits and allocations. Compensation from Affiliated Employers shall be taken into account.

Ownership percentages shall be determined using the constructive ownership rules of Code Section 318, which generally provides that an individual is considered as owning stock owned, directly or indirectly, by or for the individual's Spouse, children, grandparents or parents; stock owned by an estate or partnership is considered owned proportionately by its beneficiaries or partners; stock owned by a trust is treated as owned by the beneficiaries in proportion to their actuarial interests in the trust; and stock owned by a corporation is treated as owned by a person who owns 5% or more of the corporation's stock in the same ratio as the value of the person's stock in the corporation bears to the value of all of the corporation's stock. For non-corporate interests, capital or profits interest is substituted for stock when applying Code Section 318. In determining ownership percentages, Affiliated Employers that would otherwise be aggregated under Section 414(b), (c), (m) and (o) shall be treated as separate employers.

A non-Key Employee is an Employee who is not a Key Employee.

- 16.2.7 Permissive Aggregation Group. All plans in the Required Aggregation Group, plus any other plans of the applicable Employer which, when considered as a group with the Required Aggregation Group, would satisfy the requirements of Code Sections 401(a)(4) and 410. If the Permissive Aggregation Group is a Top Heavy Group, only a plan that is part of the Required Aggregation Group will be considered a Top Heavy Plan. 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.
- 16.2.8 Present Value of Accrued Benefit. A Participant's Present Value of Accrued Benefit shall be determined as of the most recent "actuarial Valuation Date," which is the most recent Valuation Date within the Plan Year ending on the Determination Date. If a valuation is not performed for a given Plan Year, the actuarial Valuation Date shall be the date used for computing the defined benefit plan minimum funding costs.

For the first Plan Year, Present Value of Accrued Benefit shall be determined as if the Participant terminated service either as of the Determination Date, or as of the actuarial Valuation Date but taking into account the estimated Present Value of Accrued Benefit as of the Determination Date. For any other Plan Year, Present Value of Accrued Benefit shall be determined as if the Participant had terminated service as of the actuarial Valuation Date.

The calculation of a Participant's Present Value of Accrued Benefit as of a Determination Date shall be the sum of:

- 16.2.8.1 The Present Value of Accrued Benefit using the assumptions specified in the Plan for determining Actuarial Equivalence;
- 16.2.8.2 Any Plan distributions made within the Determination Period. However, distributions made after the Valuation Date and prior to the Determination Date are not included as distributions for top heavy purposes to the extent that the distributions are already included in the Participant's Present Value of Accrued Benefit as of the Valuation Date. Notwithstanding anything herein to the contrary, all distributions (including those made under a terminated plan which, if it had not been terminated, would have been required to be included in an Aggregation Group) will be counted;
- 16.2.8.3 Any Employee contributions except amounts attributable to tax deductible Employee contributions;
- 16.2.8.4 With respect to unrelated rollovers and plan-to-plan transfers (ones initiated by the Employee and made from a plan maintained by one employer to a plan maintained by another employer), if this Plan is

providing the rollover or plan-to-plan transfer, it shall always consider the rollover or plan-to-plan transfer as a distribution for purposes of this section. If this Plan is accepting the rollover or plan-to-plan transfer, it shall consider the rollover or plan-to-plan transfer as part of the Participant's Present Value of Accrued Benefit only if accepted prior to 1984; and

16.2.8.5 With respect to related rollovers and plan-to-plan transfers (ones either not initiated by the Employee or made to a plan maintained by the same employer), if this Plan is providing the rollover or plan-to-plan transfer, it shall not consider the rollover or plan-to-plan transfer as a distribution for purposes of this section. However, if this Plan is accepting the rollover or plan-to-plan transfer, it shall consider the rollover or plan-to-plan transfer as part of the Participant's Present Value of Accrued Benefit.

16.2.9 Top Heavy Group. An Aggregation Group in which, as of a Determination Date, the sum of the following amounts exceeds 60% of a similar sum determined for all Participants:

16.2.9.1 The Present Value of Accrued Benefits of Key Employees under all defined benefit plans in the Aggregation Group; and

16.2.9.2 The Aggregate Accounts of Key Employees under all defined contribution plans included in the Aggregation Group.

16.2.10 Top Heavy Plan Year. Any Plan Year in which the Plan is a Top Heavy Plan.

16.2.11 Top Heavy Ratio.

16.2.11.1 If the Employer maintains one or more defined benefit plans and has not maintained any defined contribution plan (including a simplified employee pension plan) which has or has had Account balances during the Determination Period, the Top Heavy Ratio is a fraction, the numerator of which is the sum of the Present Value of Accrued Benefits of all Key Employees as of the Determination Date (including any part of any Accrued Benefit distributed during the Determination Period), and the denominator of which is the sum of the Present Value of Accrued Benefits of all Participants as of the Determination Date (including any part of any Accrued Benefit distributed during the Determination Period).

16.2.11.2 If the Employer maintains one or more defined contribution plans (including a simplified employee pension plan) and maintains or has maintained one or more defined benefit plans which has or has had Accrued Benefits during the Determination Period, the Top Heavy

Ratio is a fraction, the numerator of which is the sum of the Aggregate Account balances under the aggregated defined contribution plans for all Key Employees and the Present Value of Accrued Benefits under the aggregated defined benefit plans for all Key Employees as of the Determination Date, and the denominator of which is the sum of the Aggregate Account balances under the aggregated defined contribution plans for all Participants and the Present Value of Accrued Benefits under the aggregated defined benefit plans for all Participants as of the Determination Date.

- 16.2.11.3 Both the numerator and denominator of the Top Heavy Ratio shall be adjusted for any distribution of an Accrued Benefit made during the Determination Period and any contribution which is due but unpaid as of the Determination Date. The preceding sentence shall also apply to distributions under a terminated Plan which, had it not been terminated, would have been aggregated with the Plan under Code Section 416(g)(2)(A)(i) of the Code. For years other than the first Plan Year of the Plan, a contribution timely paid after the Determination Date shall not be due if the Plan is not subject to the minimum funding requirements of Code Section 412.
- 16.2.11.4 If a distribution has been made for a reason other than severance from employment, death, or Disability during the Determination Period and the four preceding Plan Years, then for purposes of 16.2.11.1 and 16.2.11.2 above, “Determination Period and the four preceding Plan Years” shall be substituted for “Determination Period.”
- 16.2.11.5 For purposes of 16.2.11.1 and 16.2.11.2 above, the value of Account balances and the Present Value of Accrued Benefits will be determined as of the most recent Valuation Date that falls within or ends with the 12 month period ending on the Determination Date, except as provided in Code Section 416 and the regulations thereunder for the first and second Plan Years of a defined benefit plan. The Account balances and Accrued Benefit of a Participant who is not a Key Employee but was a Key Employee in a prior year, or who has not been credited with at least one Hour of Service with any Employer maintaining the Plan at any time during the Determination Period, will be disregarded. The calculation of the Top Heavy Ratio and the extent to which distributions, rollovers and transfers are taken into account will be made in accordance with Code Section 416 and the regulations thereunder that are not obsolete. Deductible Employee contributions will not be taken into account for purposes of computing the Top Heavy Ratio. When aggregating plans, the value of Aggregate Account balances and Accrued Benefits will be calculated with reference to the Determination Dates that fall within the same calendar year.

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

16.3 Special Top Heavy Provisions. If the Plan is or becomes a Top Heavy Plan in any Plan Year, the provisions of this section will supersede any conflicting provision in the Plan.

16.3.1 Minimum Benefit. Except as otherwise provided, each non-Key Employee Participant of an affected Employer who is credited with at least 870 Hours of Work in a Plan Year while a Participant, and who does not participate in a defined contribution plan of the Employer, shall accrue a benefit (to be provided solely by Employer contributions and expressed as a life annuity commencing at the Participant's Normal Retirement Age) of not less than 2% of the Participant's Highest Average Compensation for the five consecutive Plan Years during which the Plan was top heavy and the Participant's Compensation was the highest, multiplied by the lesser of (i) 2% multiplied by Years of Service as a Participant; or (ii) 20%. The minimum accrual is determined without regard to any social security contribution.

The minimum benefit accrual applies even though under other Plan provisions the Participant would not otherwise be entitled to receive an accrual, or would have received a lesser accrual for the year because (i) the Participant failed to make mandatory contributions to the Plan; (ii) Compensation is less than a stated amount; (iii) the Participant is not employed at the end of the accrual computation period; or (iv) the Plan is integrated with social security.

No additional benefit accruals shall be provided pursuant to this subsection once the Participant's Accrued Benefit attributable to Employer contributions, expressed as a life annuity commencing at the Participant's Normal Retirement Age, equals or exceeds 20% of the Participant's highest average Compensation for the five consecutive years during which the Participant's Compensation was highest. All accruals of Employer derived benefit, whether or not attributable to years for which the Plan is top heavy, may be used in computing whether the minimum accrual requirements of this paragraph are satisfied. All Accrued Benefits attributable to Employee contributions shall be ignored.

For purposes of the foregoing rules, Compensation in years before 1984 and in years after the close of the last Plan Year in which the Plan is top heavy shall be disregarded. Also, a Participant's benefit accruals under any other defined benefit plan of the Employer, in which any Key Employee participates or which enables another defined benefit plan to meet the requirements of Code Sections 401(a)(4) or 410, shall be considered benefit accruals under the Plan.

The provisions of this subparagraph shall not apply to any Participant to the extent the Participant is covered under any other plan or plans of the Employer and the minimum allocation or benefit requirement applicable to Top Heavy Plans will be met in the other plan or plans.

If the form of benefit is other than a single life annuity, the benefit shall be adjusted to the actuarial equivalent of the minimum single life annuity benefit. If the benefit commences at a date other than at Normal Retirement Age, the benefit shall be adjusted to an amount that is at least the actuarial equivalent of the minimum single life annuity benefit commencing at Normal Retirement Age.

For purposes of satisfying the minimum benefit requirements, in determining years of service with the Employer, any service with the Employer shall be disregarded to the extent that such service occurs during a Plan Year when the Plan benefits (within the meaning of section 410(b) of the Code) no Key Employee or former Key Employee.

If, due to an Employer's plans' top heavy status, a non-Key Employee is required to accrue a benefit in excess of the benefit otherwise accrued by that Employee under this Plan, the Enrolled Actuary shall determine the amount of additional liability attributable to that benefit, and the Employer shall be assessed an additional contribution sufficient to fund the additional benefit.

16.3.2 Top Heavy Vesting. For any Plan Year in which the Plan is a Top Heavy Plan, the provisions of this Plan requiring a Participant to have five (5) or more Years of Vesting Service shall be modified with respect to non-Key Employee Participants employed by an Employer with respect to which this Plan is considered a Top Heavy Plan to require such Participants to have only three (3) Years of Vesting Service.

16.4 Defined Contribution Plan Also Maintained. If a non-Key Employee participates in both a defined benefit plan and a defined contribution plan included in a Top Heavy Aggregation Group pursuant to Section 15.4 above, the Employer is not required to provide the non-Key Employee with both the full and separate minimum benefit and the full and separate minimum contribution. Therefore, for non-Key Employees who are participating in a defined benefit plan and one or more defined contribution plans maintained by the Employer, the minimum Top Heavy contribution(s) and/or benefits will be provided for non-Key Employees as follows:

16.4.1 For each non-Key Employee who is a Participant in both this Plan and a defined contribution plan maintained by the Employer and who does not accrue a benefit equal to at least the minimum benefit provided above, the Employer will provide top heavy minimum contribution of five percent (5%) of Compensation to the defined contribution plan.

16.4.2 For each non-Key Employee who is a Participant only in the defined contribution plan, the Employer will provide a contribution equal to three percent (3%) of Participant's Compensation in such plan.

IN WITNESS WHEREOF, this restated UA Local 190 Pension Plan has been executed by the Trustees this ____ day of _____, 2015.

TRUSTEES representing UA Local 190 Plumbers/ Pipefitters/ Service Technicians/ Gas Distribution (“Union”):

TRUSTEES representing the Greater Michigan Plumbing & Mechanical Contractors Association, Inc.:

David Forbes

John T. Darr

Kevin Groeb

Sandra L. Miller

Jeffrey M. Henry

Michael D. Darr

Keith Jones