

THE NATIONAL INTEGRATED GROUP PENSION PLAN

AS AMENDED AND RESTATED  
EFFECTIVE GENERALLY AS OF JANUARY 1, 2014

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THE NATIONAL INTEGRATED GROUP PENSION PLAN  
AS AMENDED AND RESTATED EFFECTIVE JANUARY 1, 2014

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INTRODUCTION

The National Integrated Group Pension Plan (the “Plan”) first became effective December 27, 1965, and has been continuously maintained since that time.

The Plan has been amended and restated from time to time.

On November 25, 2009, the Board adopted a rehabilitation plan in compliance with funding requirements pertaining to multiemployer plans under section 432(e) of the Internal Revenue Code (the “Code”) and section 305(e) of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”). The rehabilitation plan was incorporated into and made part of the Plan as Appendix I hereof and has been amended from time to time. Effective as of November 25, 2009, notwithstanding anything herein to the contrary, in the event of any conflict whatsoever between any provision of the rehabilitation plan set forth in Appendix I hereof, as amended from time to time, and any other provision of the Plan, such provision of the rehabilitation plan shall supersede such other conflicting provision of the Plan, and such provision of the rehabilitation plan shall prevail over any and all other provisions of the Plan and shall be given full effect in determining the rights and benefits of any individual under the Plan and the obligations and duties of the Board and of any Participating Employer under the Plan.

Prior to the amendment and restatement set forth herein, the Plan was last amended and restated in its entirety effective July 1, 2005. As set forth herein, the Plan is amended and restated effective as of January 1, 2014, except as otherwise specifically provided herein.

ARTICLE I  
NAME OF PLAN AND PURPOSE

THE NATIONAL INTEGRATED GROUP PENSION PLAN has been established to implement the National Integrated Group Pension Trust Agreement and to provide benefits in accordance with the terms of the Plan to persons covered by the Plan pursuant to a Participation Agreement. The Trust Agreement and Participation Agreements and any amendments thereto are hereby incorporated by reference into this Plan.



## ARTICLE II DEFINITIONS

For purposes of this Plan, the following definitions shall apply; unless the context clearly indicates otherwise:

- 2.01 ACTIVE PARTICIPANT- an Active Participant as of a specified date is a Participant who is in Covered Employment on that specified date and who has Contributions made on his/her behalf for Hours of Service on or after such specified date. Notwithstanding anything to the contrary, a Participant as of such specified date on whose behalf a Contribution has not been made for at least one Hour of Service during every six month period which includes the specified date shall not be considered an Active Participant as of such specified date unless the Participant returns to Covered Employment and is subsequently credited with at least 1/10 of a Benefit Unit.
- 2.02 ADMINISTRATIVE AGENCY - an insurance company or other qualified organization or agency selected by the Board with which the Board has entered into a contract or agreement to perform specified administrative functions in the operation of the Plan and Trust Fund.
- 2.03 AGE PENSION - a pension payable in accordance with Section 6.01.
- 2.04 AGE PENSION DATE - the date as of which a Participant's Age Pension begins as determined pursuant to Section 6.01(e).
- 2.05 BENEFIT LEVEL - Benefit Level means the monthly amount per Benefit Unit as determined under Section 5.01 as may be modified by Article VIII.
- 2.06 BENEFIT UNIT - a measure of service credited to Participants pursuant to Article V which is used to determine the amount of an Age Pension or Disability Pension payable under the Plan.
- 2.07 BOARD - the Board of Trustees provided for under the Trust Agreement, consisting of those persons selected as Trustees and serving in that capacity, from time to time, in accordance with Article II of the Trust Agreement. The members of the Board are the named fiduciaries of this Plan and serve as the Plan Administrator.
- 2.08 BREAK IN SERVICE - for purposes of section 4006.2 of the PBGC Regulations, a Plan Year in which a non-Vested Participant is not credited with at least 90 Hours of Service or one-tenth of a Benefit Unit. Notwithstanding the above, a Participant's Vesting Units and Benefit

Units shall be canceled only pursuant to the provisions of Section 4.01(d).

- 2.09 CODE - the Internal Revenue Code of 1986, as amended.
- 2.10 CONTINGENT ANNUITANT - the person named by a Participant in the Participant's election of the Contingent Annuity Option described in Section 7.03(a)(1) to receive payments following such Participant's death.
- 2.11 CONTRIBUTIONS - the amounts that a Participating Employer pays to the Plan as required by the Participation Agreement; the amount or amounts transferred to the Plan from a Predecessor Pension Plan, if any; and any other lump sum or special amounts that a Participating Employer pays upon entering into a Participating Agreement or a supplement thereto. This definition does not include payments of Withdrawal Liability or payments made by an employer to a Predecessor Pension Plan.
- 2.12 CONTRIBUTION COMMENCEMENT DATE - the date specified in each Participation Agreement as of which Contributions to the Trust Fund are to start at the rate specified in such Participation Agreement.
- 2.13 COVERED EMPLOYMENT - employment with any Participating Employer in either a job classification or class of Employees for which a Participating Employer is required, pursuant to a Participation Agreement, to make Contributions for each Hour of Service credited thereunder.
- 2.14 DISABILITY PENSION - a pension payable in accordance with Section 6.03.
- 2.15 DISABILITY PENSION DATE - the date as of which a Participant's Disability Pension begins as determined pursuant to Section 6.03(c).
- 2.16 ELIGIBLE RETIREE - a Participant who leaves Covered Employment and at that time is eligible to immediately receive an Age Pension or is eligible to receive a Disability Pension upon the submission of an application therefore pursuant to Section 6.01(e) or 6.03(c); or the Eligible Spouse of such Participant pursuant to sections 7.01 or 7.04, provided that such Eligible Spouse shall not be deemed an Eligible Retiree if the Participant dies prior to age 55; or the Contingent Annuitant of such Participant pursuant to Section 7.03(a)(1). An Eligible Retiree receiving a Disability Pension shall cease to be an Eligible Retiree upon recovering from the disability or otherwise becoming ineligible for a Disability Pension, unless at such time the Participant is eligible to immediately receive an Age Pension. Such Participant who ceases to be an Eligible Retiree shall

remain entitled to any increases applicable to Eligible Retirees that were made while the Participant was an Eligible Retiree and entitled to a Disability Pension.

- 2.17 ELIGIBLE SPOUSE - the Participant's spouse married to the Participant on the Participant's Age Pension Date or, if the Participant dies before the Participant's Age Pension Date, throughout the one-year period that ends on the Participant's date of death. Effective June 26, 2013, the law of the state in which a Participant entered into a marriage shall apply to determine whether the Participant's spouse is an Eligible Spouse.
- 2.18 EMPLOYEE - any employee of a Participating Employer or any other employer required to be aggregated with a Participating Employer under sections 414(b), (c), (m) or (o) of the Code, except as may be excluded as employees of a separate line of business as permitted under section 414(r) of the Code. The term Employee shall also include any leased employee of any employer described in the previous sentence as provided in sections 414(n) or (o) of the Code.
- 2.19 ERISA - the Employee Retirement Income Security Act of 1974, as amended.
- 2.20 FUNDING AGENCY - an insurance company, bank, trust company, or an investment company which satisfies the definition of "investment manager" under Section 3(38) of ERISA, with which the Board has entered into a contract or agreement to hold and invest any portion of the assets of the Trust Fund and to pay benefits and expenses under the Plan.
- 2.21 HIGHLY COMPENSATED EMPLOYEE - any Employee or former Employee shall be deemed to be a Highly Compensated Employee if
- (a) at any time during the calendar year or preceding calendar year the Employee was a five percent owner of a Participating Employer; or
  - (b) for the preceding calendar year received compensation from a Participating Employer in excess of \$90,000 (or such other amount as prescribed by the Secretary of the Treasury under section 414(q) of the Code).

For the purposes of this section 2.21, compensation shall mean the Employee's annual taxable earnings and other amounts paid or made available for services actually rendered, and shall include any elective deferral made to a section 401(k) plan and any contribution made by an employer to a plan under section 125, 457, 408(k), 408(p), 403(b), and

effective for Plan Years beginning on or after January 1, 2000, section 132(f) of the Code, to the extent not includible in gross income for the taxable year; but shall exclude any other deferred compensation, stock options or other distributions which receive special tax benefits under the Code. Effective with respect to Plan Years beginning after December 31, 2007, compensation for purposes of this Section 2.21 shall mean compensation as defined in the safe harbor definition of compensation provided in Treasury Regulation section 1.415(c)-2(d)(3) (entitled "Section 3401(a) wages").

## 2.22 HOUR OF SERVICE -

- (a) Each hour for which a Participant is paid, or entitled to payment, by a Participating Employer for the performance of duties, excluding any such hours in excess of the number of hours that comprises the Participating Employer's bona fide standard workweek – except if Contributions are received for such hours (the hours so credited to the Participant shall be for the period or periods in which the duties were performed); and
- (b) Each such hour for which back pay, irrespective of mitigation of damages, is awarded to a Participant or granted to the Participant by a Participating Employer to the extent that such award or grant is intended to compensate the Participant for periods during which the Participant would have been engaged in the performance of duties for the Participating Employer (these hours shall be credited to the Participant for the period or periods to which the award or grant pertains rather than the period in which the award, grant or payment was made).
- (c) An hour of service shall also include each hour for which contributions are received by the Plan on account of a period during which no duties are performed, provided that:
  - (1) a provision for the payment of such contributory hours is contained in a collective bargaining agreement between the Participating Employer and Union and such provision is uniformly applied to all Participants in the bargaining unit, and
  - (2) such contributory hours are attributable to periods prior to the time the Participant permanently ceases to perform services for the Participating Employer, and
  - (3) such contributory hours are not contingent on the Participant's retirement or termination of employment.

A given hour shall be credited to a Participant under only one of the above items.

- 2.23 MERGER - the consolidation of a Predecessor Pension Plan with the Plan.
- 2.24 MERGER SUPPLEMENT - a supplement to a Participation Agreement between a Participating Employer and a Union, in such form and circumstances as the Board may prescribe, regarding the merger of a Predecessor Pension Plan with the Plan.
- 2.25 NORMAL RETIREMENT AGE - age 65.
- 2.26 NORMAL RETIREMENT DATE - the first day of the month coinciding with or next following the Participant's 65th birthday. If the 62/30 Option is effective, see Section 6.02.
- 2.27 OFFSET PENSION - the monthly pension amount, if any, provided under a prior pension plan as stipulated in the Offset Supplement to the Participation Agreement, by which an Age Pension or Disability Pension otherwise payable under the Plan shall be reduced as provided in Sections 6.01(b) or 6.03(b).
- 2.28 PARTICIPANT - an Employee, former Employee or retired Employee of a Participating Employer who is credited with service or is receiving an Age Pension or Disability Pension under the Plan pursuant to the terms of a Participation Agreement. For purposes of section 4006.2 of the PBGC Regulations, a non-vested former Employee as of the end of any Plan Year in which the Participant incurs a Break in Service under the Plan is not a Participant.
- 2.29 PARTICIPATING EMPLOYER -
- (a) an Eligible Employer, as defined in the Trust Agreement, which has executed a Participation Agreement with a Union, with the approval of the Board, and is making Contributions to the Trust Fund, or is obligated to make Contributions to the Trust Fund, or
  - (b) under the conditions specified in the Trust Agreement, a Union.
  - (c) If the Eligible Employer is a governmental employer, it shall be eligible to become a Participating Employer if it: (i) covers only employees pursuant to a collective bargaining agreement who are members of a collective bargaining unit, (ii) otherwise satisfies the requirements of subsection (a)

above, and (iii) acknowledges that as a Participating Employer, the governmental employer shall be treated in every respect and for all purposes relating to the federal laws that govern pensions the same as a private industry employer, without any of the provisions that would otherwise apply to a governmental employer that participates in a governmental plan.

- 2.30 PARTICIPATION AGREEMENT - an agreement and all Supplements thereto, that are approved by the Board, between a Participating Employer and a Union in such form as the Board may prescribe to affect adherence to the Trust Agreement and to provide coverage to Participants. A Participation Agreement or Supplement thereto may not be modified without the approval of the Board.
- 2.31 PBGC - the Pension Benefit Guaranty Corporation.
- 2.32 PLAN - The National Integrated Group Pension Plan as herein set forth and as hereafter amended.
- 2.33 PLAN ASSETS - the assets of the Plan as determined for the Plan's actuarial valuations.
- 2.34 PLAN YEAR - the twelve month period from January 1 to December 31.
- 2.35 POST-RETIREMENT SPOUSAL BENEFIT - the form of an Age Pension for a Participant with an Eligible Spouse pursuant to Section 7.01(b).
- 2.36 PREDECESSOR PENSION - the monthly pension amount, if any, accrued under a Predecessor Pension Plan, as stipulated in the Merger Supplement to the Participation Agreement, to be provided under the Plan, subject to the provisions of Section 8.06.
- 2.37 PREDECESSOR PENSION PLAN - a pension plan maintained by a Participating Employer before the earliest Contribution Commencement Date of the Participation Agreement between the Participating Employer and Union, which has been merged with the Plan.
- 2.38 QUALIFIED ELECTION - an election to waive the Post-Retirement Spousal Benefit pursuant to Section 7.06.
- 2.39 SECTION - if not otherwise identified refers to a section of this Plan.
- 2.40 SERVICE DATE - the date a Participant is hired into employment by a Participating Employer.

- 2.41 SERVICE UNITS - units of benefit accrual and vesting credit under the Plan prior to January 1, 1976.
- 2.42 TRUST AGREEMENT - The Agreement and Declaration of Trust, originally dated as of December 27, 1965, establishing the National Integrated Group Pension Trust Fund, as amended and restated from time to time.
- 2.43 TRUST FUND – The National Integrated Group Pension Trust Fund.
- 2.44 TRUSTEE INCREASE – an increase in Benefit Levels initiated by the Trustees, with no increase in existing Contribution rates.
- 2.45 TRUSTEE PLAN CHANGE - A modification of the Plan initiated by the Trustees other than a Trustee Increase.
- 2.46 UNION - an organization of any kind, or any agency or Employee representation committee or plan, in which Employees participate and which exists for the purpose, in whole or in part, of dealing with Participating Employers concerning grievances, labor disputes, wages, rates of pay, hours of employment, or conditions of work.
- 2.47 VESTED - has met the requirements, described in Section 4.01, as one condition for an Age Pension or Disability Pension.
- 2.48 VESTING UNIT - a measure of service credited to Participants pursuant to Article IV which is used to determine the nonforfeitability of Benefits Units under the Plan.
- 2.49 WAITING PERIOD - the period of time following an Employee's commencement of employment with a Participating Employer, not exceeding 12 months, as stipulated in the Participation Agreement, that may be required as a condition of participation in the Plan and for which Contributions to the Trust Fund are not required or payable with respect to such Employee under the terms of the Participation Agreement.
- 2.50 WITHDRAWAL LIABILITY - the amounts owed to the Plan, resulting from a Participating Employer's withdrawal from the Plan as provided in Article XII.

ARTICLE III  
PARTICIPATION

3.01 PARTICIPATION RIGHTS

- (a) An Employee who is covered by a Participation Agreement shall become a Participant in the Plan upon the later of:
  - (1) the completion of one Hour of Service for a Participating Employer, or
  - (2) if required by the Participation Agreement covering such Employee, the completion of one Hour of Service following the completion of the Employee's Waiting Period, but in no event before the Contribution Commencement Date.
  
- (b) A Participant who leaves Covered Employment shall again participate in the Plan after completing one Hour of Service after the Participant's return to Covered Employment. An Employee shall not be required to complete more than one Waiting Period unless the Employee has ceased to be a Participant pursuant to Section 3.01(c).
  
- (c) A Participant who is not Vested shall cease to be a Participant under the Plan when the number of consecutive Plan Years (which does not include a Plan Year in which the Participant was serving in the Armed Forces of the United States) in each of which the Participant is not credited with at least 90 Hours of Service or one-tenth of a Benefit Unit equals five.
  
- (d) For the purposes of this Section 3.01, a Participant who is absent from work for maternity, paternity or, effective August 3, 1993, by reason of a leave required to be provided under the federal Family and Medical Leave Act shall receive credit for the Hours of Service which would otherwise have been credited to such Participant but for such absence. However, no more than 90 Hours of Service shall be credited under this paragraph in a single Plan Year. For purposes of this paragraph, an absence from work for maternity or paternity reasons means an absence (1) by reason of the Participant's pregnancy, (2) by reason of a birth of a child of the Participant, (3) by reason of the placement of a child with the Participant in connection with the adoption of such child by such Participant, or (4) for purposes of caring for such child for a period beginning immediately following such birth or placement. The Hours of Service credited under this paragraph will be credited in



the Plan Year in which the absence begins if the crediting is necessary to reach the 90 Hours requirement in that year, or in all other cases, in the following Plan Year.

ARTICLE IV  
VESTING

4.01 VESTED RIGHTS

- (a) A Participant who, prior to January 1, 1989, has ten Vesting Units or ten Benefit Units credited is Vested. A Participant who has completed an Hour of Service on or after January 1, 1989 and who has a total of five Vesting Units or five Benefit Units credited under the Plan is Vested.
- (b) A Participant, who on the Participant's Normal Retirement Date is not Vested, shall nevertheless be Vested as of such date if the Participant was previously credited with either (1) at least one-tenth of a Benefit Unit in the Plan Year in which the Participant's Normal Retirement Date occurs or in one of the two Plan Years immediately preceding, or (2) at least 375 Hours of Service in the Plan Year in which the Participant's Normal Retirement Date occurs or in the preceding Plan Year.
- (c) A Participant not otherwise Vested shall nevertheless become Vested if, in the Plan Year in which the Participant's Normal Retirement Date occurs or in a subsequent Plan Year, the Participant is credited with either (1) at least one-tenth of a Benefit Unit, or (2) at least 375 Hours of Service.
- (d) A Participant who is not Vested shall have the Vesting Units and Benefit Units credited under the Plan canceled when the number of consecutive Plan Years (which does not include a Plan Year in which the Participant was serving in the Armed Forces of the United States) in each of which the Participant is not credited with at least 90 Hours of Service or one-tenth of a Benefit Unit equals five.
- (e) For the purposes of this Section 4.01, a Participant who is absent from work for maternity, paternity or, effective August 3, 1993, by reason of a leave required to be provided under the federal Family and Medical Leave Act shall receive credit for the Hours of Service which would otherwise have been credited to such Participant but for such absence. However, no more than 90 Hours of Service shall be credited under this paragraph in a single Plan Year. For purposes of this paragraph, an absence from work for maternity or paternity reasons means an absence (1) by reason of the Participant's pregnancy, (2) by reason of a birth of a child of the Participant, (3) by reason of the placement of a child with the

Participant in connection with the adoption of such child by such Participant, or (4) for purposes of caring for such child for a period beginning immediately following such birth or placement. The Hours of Service credited under this paragraph will be credited in the Plan Year in which the absence begins if the crediting is necessary to reach the 90 Hours requirement in that year, or in all other cases, in the following Plan Year.

#### 4.02 FUTURE SERVICE VESTING UNITS

- (a) A Participant shall be credited with one Vesting Unit for each Plan Year, beginning with the later of 1976 or the year in which the first Contribution Commencement Date occurs, in which the Participant is credited with at least 750 Hours of Service while in:
  - (1) Covered Employment, or
  - (2) employment with a Participating Employer, which is not Covered Employment, immediately preceding or following (without an intervening quit, discharge or retirement) the Participant's Covered Employment.
- (b) If Contributions are made on a dollars-per-week basis, each full week for which a Contribution is made shall be deemed to include 40 Hours of Service for which Contributions are made.
- (c) An Employee who becomes a Participant following the completion of the Employee's Waiting Period, shall then be credited with the Hours of Service credited during his Waiting Period, for purposes of Future Service Vesting Credit only.

#### 4.03 PAST SERVICE VESTING UNITS

- (a) For Participation Agreements with a first Contribution Commencement Date after December 31, 1975, a Participant shall be credited with one Vesting Unit for each full calendar year after the Service Date set forth for such Participant in the Participation Agreement and before the first Contribution Commencement Date.
- (b) Instead of the above, a Participation Agreement may specify, on a uniformly applicable basis, the number of Vesting Units to be credited to each Participant for service before the first Contribution Commencement Date.

- (c) No past service Vesting Unit shall be credited to any Participant for a period of Covered Employment for which the Participant has been credited with a future service Vesting Unit.

#### 4.04 CONVERSION OF SERVICE UNITS TO VESTING UNITS

The number of Vesting Units credited as of January 1, 1976 to a Participant whose coverage under the Plan commenced before that date shall be equal to the aggregate Service Units credited to the Participant as of December 31, 1975. Vesting Units credited thereafter to such Participant shall be in accordance with Section 4.02.

#### 4.05 SPECIAL RULES FOR CERTAIN VETERANS.

Notwithstanding any provision of this Plan to the contrary, contributions, benefits, and service credit with respect to qualified military service shall be provided in accordance with section 414(u) of the Code. In addition, the survivor of a Participant who dies on or after January 1, 2007, while performing qualified military service (as defined in section 414(u) of the Code) shall be entitled, in accordance with section 401(a)(37) of the Code and any guidance promulgated thereunder, to any additional benefits (including, but not limited to, receiving credit for Vesting Units for such period of qualified military service, but not including receiving credit for Benefit Units relating to such period of qualified military service) that would have been provided under the Plan had the Participant resumed service on the day prior to the Participant's death and had then terminated employment on account of death. With respect to optional provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA") and the Heroes Earnings Assistance and Relief ("HEART") Act of 2008, unless specified to the contrary, the Plan shall follow only the mandatory provisions of USERRA and the HEART Act.

## ARTICLE V BENEFITS

### 5.01 ESTABLISHMENT OF BENEFIT LEVEL

- (a) The Benefit Level for Benefit Units credited under a Participation Agreement shall be determined by the Board in accordance with actuarial methods and assumptions adopted by the Board for this purpose, based on factors such as the age and Benefit Units of the Participants covered by such Participation Agreement, the Contribution Commencement Date, the rate at which Contributions are to be made by the Participating Employer, the amount, if any, transferred to the Trust Fund for such Participating Employer from a Predecessor Pension Plan or paid as a special Contribution pursuant to such Participation Agreement, and the amounts of any Offset Pensions and in accordance with Appendix I hereof as effective on and after November 25, 2009. Such Benefit Level shall be set forth in the Participation Agreement or in a Supplemental Participation Agreement pursuant to Section 5.02.
  
- (b) Anything in this Section 5.01 or in the Plan to the contrary notwithstanding, the benefit levels attributable to future service benefit units accrued on or after July 1, 2008, shall exclude the amount of any Trustee Increase implemented on or after January 1, 1993. The new Benefit Level shall be certified by the Board of Trustees, and the Participation Agreement and/or Supplement previously in effect shall be deemed so amended.

### 5.02 SUPPLEMENTAL PARTICIPATION AGREEMENTS

- (a) Each Supplement to a Participation Agreement shall specify a total Benefit Level determined by adjusting the previously specified Benefit Level by an amount calculated in accordance with Section 5.01. Effective January 1, 1994, each Supplement shall also specify whether such total Benefit Level shall apply to all of a Participant's Benefit Units credited under that Participation Agreement or whether such total Benefit Level shall apply only to a Participant's Benefit Units credited on and after the Contribution Commencement Date of such Supplement. Subject to Section 5.02(c), the total Benefit Level specified in the Supplement shall apply to a Participant's Benefit Units as described above if Contributions have been made thereunder with respect to him after the Contribution Commencement Date of that Supplement. In no event will the Board accept a Supplement to a Participation

Agreement which provides for a Contribution rate or Benefit Level below that previously provided in the Participation Agreement for any class of Participants.

- (b)
  - (1) Effective January 1, 1993, a Supplement to a Participation Agreement may also specify that either the new total Benefit Level, or the increase in the total Benefit Level provided for in such Supplement over the previous total Benefit Level, shall apply to Benefit Units, credited under that Participation Agreement, of Eligible Retirees. If a Supplement does not so specify, it shall apply only to Benefit Units, credited under the Participation Agreement, of Active Participants on or after the Contribution Commencement Date of such Supplement.
  - (2) Any increase in the Participant's Benefit Level resulting from a Supplement to a Participation Agreement shall apply only to Age Pension or Disability Pension payments which become due on and after the Contribution Commencement Date of that Supplement.
- (c) Notwithstanding any other provision to the contrary, and unless provided for in Section 5.02(b) or Appendix I hereof, any change in benefits applicable to Active Participants (including but not limited to changes pursuant to a Supplement, a Trustee Increase, a Trustee Plan Change, or a 62/30 Option specified in a Supplement) shall not apply to a Participant, who as of the effective date of the change:
  - (1) is receiving an Age Pension or Disability Pension, or
  - (2) has not had a Contribution made on his/her behalf for at least one Hour of Service during every six month period which includes effective date, unless the Participant returns to Covered Employment thereafter and is credited with at least one-tenth of a Benefit Unit.

If the Participant described in subsection (ii) above returns to Covered Employment for at least one Hour of Service after such effective date, but dies within 60 days of his/her return to work, but prior to being credited with one-tenth of a Benefit Unit, such change shall be applicable to the Participant.

- (d) Anything in this Section 5.02 or in the Plan to the contrary notwithstanding, the benefit levels attributable to future service benefit units accrued on or after July 1, 2008, shall exclude the

amount of any Trustee Increase implemented on or after January 1, 1993. The new Benefit Level shall be certified by the Board of Trustees, and the Participation Agreement and/or Supplement previously in effect shall be deemed so amended.

- (e) Anything in this Section 5.02 or in the Plan to the contrary notwithstanding, where Trustee Increase(s) have been excluded pursuant to subsection 5.02(d) above, future Supplements to a Participation Agreement which provide for an increase in the then existing Benefit Level may be accepted by the Board even if the total Benefit Level provided for in the Supplement is below the total Benefit Level in effect on June 30, 2008.

### 5.03 SEPARATE BENEFIT LEVEL DETERMINATIONS

- (a) If a Participant was credited with Benefit Units under more than one Participation Agreement, the Participant's Age Pension or Disability Pension arising with respect to the Benefit Units credited under each such Participation Agreement shall be determined separately, using the Benefit Levels determined as described in Section 5.01.
- (b) Anything in Sections 5.01 or 5.02 to the contrary notwithstanding, where a Participating Employer first participates in the Plan on or after April 1, 2007, pursuant to a Participation Agreement which does not provide Vesting Units or Benefits Units prior to the initial Contribution Commencement Date, said Participation Agreement may provide for separate calculation of the contribution rate and Benefit Level for those Participants hired before a specified date and those Participants hired on or after that specified date. Each of the two separate contribution rates/Benefit Levels described above shall be subject to the requirements contained in Sections 5.01 and 5.02.

### 5.04 FUTURE SERVICE BENEFIT UNITS

- (a) A Participant shall be credited with one Benefit Unit for each Plan Year, beginning with the later of 1976 or the year in which the Contribution Commencement Date occurs, in which Contributions are made with respect to the Participant under the Participation Agreement, on a cents-per-hour basis, for 1800 Hours of Service. Except as otherwise provided in Appendix I hereof as effective on and after November 25, 2009, if the number of Hours of Service for which such Contributions are made is more or less than 1800, the Participant shall be credited with a pro-rata number of Benefit Units to the nearest one-tenth of a Benefit Unit.

- (b) A Participant shall be credited with one Benefit Unit for each Plan Year, beginning with the later of 1976 or the year in which the Contribution Commencement Date occurs, in which Contributions are made with respect to the Participant under the Participation Agreement, on a dollars-per-week basis, for 45 weeks. If the number of weeks for which such Contributions are made is more or less than 45, the Participant shall be credited with a pro-rata number of Benefit Units to the nearest one-tenth of a Benefit Unit.
- (c) If, for any reason, a Contribution is not made with respect to a Participant for an Hour of Service, as described in Section 2.22(a) and (b), after the earliest Contribution Commencement Date of the Participation Agreement while the Participant is in Covered Employment during any Plan Year, the pro-rata number of Benefit Units, described in Section 5.04(a) and Section 5.04(b), shall be determined as if Contributions had been made for such Hours of Service in Covered Employment. No Benefit Units under this Section 5.04(c) shall be credited for Hours of Service in excess of the number of hours that comprises the Participating Employer's bona fide standard workweek.

#### 5.05 PAST SERVICE BENEFIT UNITS

- (a) For Participation Agreements with a first Contribution Commencement Date after December 31, 1975, a Participant shall be credited with one Benefit Unit for each full calendar year after the Service Date set forth for such Participant in the Participation Agreement and before the first Contribution Commencement Date. Additional credit for any fraction of a calendar year shall be allowed to the nearest one-tenth of a Benefit Unit.
- (b) Instead of the above, a Participation Agreement may specify, on a uniformly applicable basis, the number of Benefit Units and tenths thereof to be credited to each Participant for service before the first Contribution Commencement Date.
- (c) Notwithstanding Sections 5.05(a) or (b), no past service Benefit Unit shall be credited to a Participant under this Section 5.05 if such credit would discriminate significantly in favor of Highly Compensated Employees as determined under section 1.401(a)(4)-5(a) of the Treasury Regulations or if a future service Benefit Unit has been credited to the Participant for the same period of Covered Employment.



## 5.06 CONVERSION OF SERVICE UNITS TO BENEFIT UNITS

The number of Benefit Units credited as of January 1, 1976 to a Participant whose coverage under the Plan commenced before that date shall be equal to the aggregate Service Units credited to the Participant as of December 31, 1975. Benefit Units credited thereafter to such Participant shall be in accordance with Section 5.04.

ARTICLE VI  
AGE AND DISABILITY PENSION ELIGIBILITY AND AMOUNTS

6.01 AGE PENSION

(a) Effective January 1, 1999, a Participant who:

- (1) is not receiving a Disability Pension,
- (2) is Vested, and
- (3) has attained age 55,

shall, upon either termination of Covered Employment and application for an Age Pension, or upon termination of Covered Employment and the attainment of age 70 ½ be eligible for an Age Pension to begin as of the Participant's Age Pension Date determined in accordance with Section 6.01(e).

(b) The monthly amount of a Participant's Age Pension shall be equal to

- (1) the number of Benefit Units credited to the Participant and not canceled, multiplied by the applicable Benefit Level(s), less
- (2) his Offset Pension, if any,

such net amount to be reduced by one-half of one percent for each full month by which the Participant's Age Pension Date precedes the Participant's Normal Retirement Date, or by such other factors as are applicable to a Participant pursuant to Appendix I hereof as effective on and after November 25, 2009.

Notwithstanding the above, except as otherwise provided in Appendix I hereof as effective on and after November 25, 2009, for an Eligible Retiree whose Age Pension Date is after 1998, the monthly amount of the Participant's Age Pension shall not be less than

- (1) the number of Benefits Units credited to the Participant prior to 2007 and not canceled, multiplied by the applicable Benefit Level(s) in effect on December 31, 2006, less
- (2) his Offset Pension, if any,

such net amount to be reduced by one-third of one percent for each full month by which the Participant's Age Pension Date precedes the Participant's Normal Retirement Date.

- (c) If a Vested Participant attains age 70 ½ prior to January 1, 1999, and is receiving an Age Pension pursuant to the provisions of the Plan in effect on December 31, 1998, such Participant's Age Pension shall be computed as of the last day of the preceding Plan Year, and, if the Participant remains in Covered Employment, as of the last day of the each Plan Year thereafter to take into account any additional Benefit Units credited to the Participant and any applicable increase in Benefit Level since the last computation of the Participant's Age Pension. An increment of an Age Pension payable under this Section 6.01(c) shall be payable to a Participant beginning with the first day of the month following the date of the last recomputation. The form of payment applicable to such Age Pension as of such Age Pension Date shall automatically apply to all subsequent increments.
- (d) If the Board determines that a Participant's Age Pension would exceed the maximum Age Pension described in Article XIII, the Participant's Age Pension shall be reduced so that such excess is eliminated. Any such reduction under this Plan shall be determined in accordance with uniform rules established by the Board.
- (e) (1) Effective January 1, 2003, except as otherwise required pursuant to Section 7.05, upon approval by the Board of an application for an Age Pension submitted by a Participant on a form furnished by the Board, the Participant's Age Pension Date shall be established as the first day of the calendar month coinciding with or otherwise next following the last to occur of:
  - (A) the date on which such Participant fulfilled the requirements for such Age Pension,
  - (B) the date such payments are to commence as specified by such Participant in the Participant's application for an Age Pension, provided that such date may not be earlier than the date such application is received by the Board and, if so provided pursuant to Appendix I hereof as effective on and after November 25, 2009, with respect to a Participant, such Participant's Normal Retirement Age, and

- (C) the Contribution Commencement Date of the applicable Participation Agreement.
- (2) Notwithstanding any provision to the contrary:
- (A) No payment of an Age Pension shall commence prior to approval by the Board of the Participant's application for such an Age Pension. If a Participant's Age Pension Date is after the Participant's Normal Retirement Date, the Age Pension that the Participant could have received at the Participant's Normal Retirement Date shall be actuarially increased for each complete calendar month between the Normal Retirement Date and the Age Pension Date for which the Participant's Age Pension is not suspended under Section 6.01(f)(1). The actuarial increase applied to any increment in Age Pension attributable to the application of a new Benefit Level to the Participant pursuant to a Participation Agreement Supplement adopted after the Participant's Normal Retirement Date shall be calculated from the effective date of such increment rather than from the Normal Retirement Date. Except in the case of a Participant whose Normal Retirement Date is established under Section 6.02(a), the actuarial increase under this Section 6.01(e)(2)(A) shall be one and one-quarter percent per month for the first 36 months after the Participant's Normal Retirement Date and one and one-half percent per month for each month thereafter. In the case of a Participant whose Normal Retirement Date is established under Section 6.02(a), the actuarial increase under this Section 6.01(e)(2)(A) shall be one percent per month for each month occurring before the Participant attains age 65, one and one-quarter percent for the next 36 months and one and one-half percent per month thereafter.
  - (B) In no event, unless either the Participant fails to file an application for an Age Pension with the Board or the Participant elects otherwise, shall the payment of an Age Pension begin later than the 60th day after the later of the close of the Plan Year in which:
    - (i) the Participant attains the Participant's Normal Retirement Date, or

- (ii) the Participant terminates Covered Employment.
- (C) For any Participant who attains age 70 ½ on or after January 1, 2003, payment of the Participant's Age Pension must begin no later than the Participant's Required Beginning Date, as defined in Section 7.05(f)(4).
- (f)
  - (1) If a Participant who is not yet age 70 ½ or who attains age 70 ½ on or after January 1, 1999, returns to Covered Employment after payments of an Age Pension have begun or if a Participant remains in Covered Employment after the Participant's Normal Retirement Date, the Participant's Age Pension shall be suspended for any month in which Contributions are made for the Participant for more than 40 Hours of Service.
  - (2) Effective on or after January 1, 1994, a Participant whose Age Pension is suspended pursuant to Section 6.01(f)(1) because the Participant returned to Covered Employment and who is subsequently credited with at least one-tenth of a Benefit Unit shall be entitled to the Age Pension described in Section 6.01(f)(2)(A) and the Age Pension described in Section 6.01(f)(2)(B).
    - (A) For the Participant's subsequent Covered Employment, an additional Age Pension equal to the total number of Benefit Units credited to the Participant both before and after the Participant's return to Covered Employment and not canceled, multiplied by the applicable Benefit Level(s), less the amount of the Participant's previous Age Pension without regard to any elections or reductions. The Age Pension described in this Section 6.01(f)(2)(A) shall be subject to the reductions and elections of Section 7.01(b) and 7.03 and the reductions of Section 6.01(b).
    - (B) For the Participant's previous Covered Employment, the Participant's previous Age Pension, subject to all previous elections and reductions in accordance with Sections 7.01(b) and 7.03; provided that, if the Participant's previous Age Pension was reduced in accordance with Section 6.01(b), the previous Age Pension, excluding the portion not suspended in accordance with Section 9.13(e), shall be recalculated by applying a revised 6.01(b) reduction factor obtained

by subtracting the number of months the previous Age Pension was suspended prior to the Participant's Normal Retirement Date pursuant to Section 6.01(f)(1) from the number of months utilized in the original 6.01(b) reduction calculation.

(3) In the case of a Participant who attains age 70 ½ on or after January 1, 1999, and who terminates Covered Employment in a calendar year after the calendar year in which the Participant attains age 70 ½, the Participant's accrued benefit shall be actuarially increased to take into account the period after age 70 ½ in which the employee was not receiving any benefits under the Plan, provided that any actuarial increase otherwise required by this subsection shall not be required if such actuarial increase is less than the additional benefit credited to the Participant after such date.

(g) Where a Participant who has elected an Age Pension prior to his Normal Retirement Date applies for and receives a Disability Pension pursuant to Section 6.03, such Age Pension shall be suspended beginning on the Participant's Disability Pension Date and continuing until the Participant is no longer eligible for a Disability Pension. When the Participant is again eligible for an Age Pension, said Age Pension shall be recalculated pursuant to Section 6.01(f)(2)(B).

## 6.02 OPTIONAL 62/30 PENSION

A Participation Agreement may provide an Age Pension pursuant to Section 6.01 with a "62/30 Option" if so requested by the Participating Employer and the Union and approved by the Board, subject to the payment of required additional Contributions for such option. If the 62/30 Option is so provided for a Participant, such Participant's Normal Retirement Date shall be the first of the month coinciding with or otherwise next following:

- (a) if the Participant has been credited with at least 30 Benefit Units, the later of:
  - (1) the date the Participant was first so credited, and
  - (2) the Participant's 62nd birthday, or
- (b) if the Participant has not been so credited, the Participant's 65th birthday.

### 6.03 DISABILITY PENSION

- (a) Except as provided in Section 6.03(e), A Participant who:
- (1) is entitled to disability insurance benefits under the federal Social Security Act, and
  - (2) has a Social Security Award Certificate indicating a “date of entitlement” that is no later than the sixth calendar month next following the calendar month in which the Participant was last credited with at least 40 Hours of Service, excluding, for this purpose, hours for which contributions are received by the Plan on account of a period during which no duties are performed, and
  - (3) has attained age 50 on or before the “date of entitlement” that appears on the Participant’s Social Security Award Certificate, and
  - (4) is credited with at least 10 Benefit Units as of the “date of entitlement” that appears on the Participant’s Social Security Award Certificate, and
  - (5) is vested,

shall, upon termination of Covered Employment and application for a Disability Pension, be eligible for a Disability Pension to begin as of the Participant’s Disability Pension Date determined in accordance with Section 6.03(c); provided, however, that no Participant may receive an Age Pension and a Disability Pension for the same month.

For purposes of this Section 6.03, a Participant shall be deemed to be “entitled to” disability insurance benefits under the federal Social Security Act as of the “date of entitlement” which appears on Participant’s Social Security Award Certificate.

Anything in the Plan to the contrary notwithstanding, the eligibility rules for a disability pension described in Section 6.03(a)(1)-(5) above shall apply to any Participant whose “date of entitlement” is on or after January 1, 2007.

- (b) The monthly amount of a Participant's Disability Pension shall be equal to:

- (1) the number of Benefit Units credited to the Participant and not canceled, multiplied by the applicable Benefit Level(s), less
  - (2) his Offset Pension, if any.
- (c) (1) Upon approval by the Board of an application for a Disability Pension submitted by a Participant on a form furnished by the Board, which application shall be accompanied by proof satisfactory to the Board of entitlement to disability insurance benefits under the federal Social Security Act, the Participant's Disability Pension Date shall be established as the first day of the calendar month coinciding with or otherwise next following the last to occur of:
- (A) the date on which such Participant fulfilled the requirements for such Disability Pension, and
  - (B) the Contribution Commencement Date of the applicable Participation Agreement.
- (2) Notwithstanding any provision to the contrary, no payment of a Disability Pension shall commence prior to approval by the Board of the Participant's application for such Disability Pension. A Participant's first Disability Pension payment shall be adjusted to include any payments payable on or after the Participant's Disability Pension Date prior to the date the Participant's application for such Disability Pension is approved.
- (d) If a Participant returns to Covered Employment after payments of a Disability Pension have begun, no Disability Pension payment shall be made to the Participant for any month in which Contributions are made for the Participant for more than 40 Hours of Service.
- (e) Anything in this Section 6.03 to the contrary notwithstanding, a Participant to whom the Default Schedule of Appendix I hereof applies as effective on and after November 25, 2009, shall not be eligible for a Disability Pension.

#### 6.04 DELAY IN COMMENCEMENT OF BENEFIT OR ERROR IN AMOUNT

- (a) If the requirements of Section 6.01(e)(1) are otherwise satisfied, but payments of benefits do not commence by the Participant's Age Pension Date, as defined in Section 6.01(e)(1), the first payment to the Participant will include a lump sum payment for all months between the date of payment and the Age Pension Date.



- (b) If the requirements of Section 6.01(e)(1) are otherwise satisfied, but the payments of benefits are less than the amount due under the terms of the Plan in effect at the time such benefits are paid, an adjustment to the required benefit amount shall occur and the payment due for past periods will be made in a lump sum for all months between the date on which underpayments first occurred and the date of adjustment to the required benefit amount.
- (c) In the case of lump sum payments made pursuant to this section, the Plan will pay reasonable interest as determined from time to time by the Board.

ARTICLE VII  
PAYMENT OF PENSIONS

7.01 REGULAR FORM OF PAYMENT OF AGE PENSIONS

- (a) The first monthly payment of a Participant's Age Pension shall be payable as of the Participant's Age Pension Date, subsequent monthly payments being payable on the first day of each month thereafter throughout the Participant's remaining lifetime, terminating with the last monthly payment before the Participant's death; provided that continued payment shall be subject to all the terms and conditions of the Plan. In addition, the Board shall defer any payments which would otherwise be payable before the first Contribution is received from the Participating Employer under the applicable Participation Agreement.
- (b) Post-Retirement Spousal Benefit: If so provided in Appendix I hereof as effective on and after November 25, 2009, if a Participant has an Eligible Spouse on the Participant's Age Pension Date occurring after November 25, 2009, the Participant's Age Pension otherwise payable in accordance with the preceding Section 7.01(a) shall be reduced so as to provide, following the Participant's death, for continuation of 50 percent of such reduced Age Pension to the Participant's Eligible Spouse for the Eligible Spouse's remaining lifetime. The reduction shall be determined by applying the appropriate factor from Appendix A.
- (c) Notwithstanding Section 7.01(b), in the case of a Post-Retirement Spousal Benefit for any Participant to whom Section 7.01(b) does not apply pursuant to Appendix I hereof as effective on and after November 25, 2009, the Participant's Age Pension otherwise payable in accordance with Section 7.01(a) shall be reduced so as to provide, following the Participant's death, for continuation of 75 percent of such reduced Age Pension to the Participant's Eligible Spouse for the Eligible Spouse's remaining lifetime.
- (d) The reduction provided for in Section 7.01(c) shall be five percent if the difference between the ages of the Participant and the Eligible Spouse is less than six full years. If the age of the Participant exceeds the age of the Eligible Spouse by six or more full years, the five percent will be increased by one-half of 1 percent for each additional full year by which the difference exceeds five. If the age of the Eligible Spouse exceeds the age of the Participant by six or more full years, the five percent will be decreased by one-half of 1 percent for each additional full year by which the age difference

exceeds five (to a minimum of 0 percent). If the Eligible Spouse is 15 or more years older than the Participant, there will be no reduction in the Participant's pension.

- (e) The Post-Retirement Spousal Benefit described in Section 7.01(b) and 7.01(c) shall not go into effect if the Participant so elects, pursuant to a Qualified Election described in Section 7.06, before payments to the Participant commence.
- (f) Once payments of an Age Pension to a Participant have commenced in the Post-Retirement Spousal Benefit form, as described in Section 7.01(b) and 7.01(c), such Participant may receive such Age Pension only in such form notwithstanding a subsequent return to Covered Employment and the suspension of payments under Section 6.01(f), or if the Participant's Eligible Spouse subsequently predeceases the Participant, or if the Participant and the Participant's Eligible Spouse are subsequently divorced. If a Participant becomes eligible for an additional Age Pension pursuant to Section 6.01(f)(2)(A), such Participant may make a new Qualified Election with respect to that additional Age Pension.

## 7.02 PAYMENT OF DISABILITY PENSION

The first monthly payment of a Participant's Disability Pension shall be payable as of the Participant's Disability Pension Date, subsequent monthly payments being payable on the first day of each month thereafter prior to the Participant's Normal Retirement Date, while the Participant remains alive and entitled to disability insurance benefits under the federal Social Security Act. Upon the Participant's Normal Retirement Date, the Participant's Disability Pension shall cease and such Participant shall be eligible for an Age Pension pursuant to Section 6.01.

## 7.03 OPTIONAL FORMS OF PAYMENT

- (a) A Participant eligible for an Age Pension may, in the application for such Age Pension and pursuant to a Qualified Election described in Section 7.06, elect the Contingent Annuity Option form of payment set forth in this Section 7.03 in lieu of the form set forth in Section 7.01. The Contingent Annuity Option form of payment provides for a reduced Age Pension to the Participant during the Participant's lifetime, and, if the Participant dies on or after the Participant's Age Pension Date, an income equal to a specified portion of this reduced Age Pension to be paid, after the Participant's death, to the Contingent Annuitant named by the

Participant in the Participant's election of this optional form, during the remaining lifetime of such Contingent Annuitant. A Qualified Election shall not be required if the Participant elects a contingent annuity option pursuant to this Section 7.03(a) under which the Contingent Annuitant is the Participant's Eligible Spouse and the survivor benefit is greater than 50 percent of the reduced Age Pension payable thereunder. A Qualified Election shall be irrevocable once pension payments have begun. Effective on and after November 25, 2009, as provided in Appendix I hereof, a Participant may not elect any other optional form of payment, including the Level Benefit Annuity Option and the Single Sum for Small Pension Option forms of payment described in this Section 7.03 prior to this restatement of the Plan.

- (b) The Contingent Annuity Option form of Age Pension shall be the actuarial equivalent, determined by applying the appropriate factor from Appendix A and/or Appendix B to the Age Pension otherwise payable.
- (c) A Participant may not, on or after January 1, 2003, elect a Contingent Annuity Option form of an Age Pension providing monthly payments to a Contingent Annuitant who is other than the Participant's spouse, unless the annuity payments to be made to the non-spouse Contingent Annuitant after the Participant's death are less than the applicable percentage of the annuity payments for such period that would have been payable to the Participant using the table set forth in Q&A-2 of section 1.401(a)(9)-6 of the proposed Treasury Regulations. In no event can the amount of each monthly payment to a Contingent Annuitant exceed that payable to the Participant.
- (d) If a pension payable to an Eligible Spouse or Contingent Annuitant before 2000 is less than \$25 per month (determined at the time of any distribution), and after 1999 is less than \$50 per month (determined at the time of any distribution), such Eligible Spouse or Contingent Annuitant may elect to have such pension paid in a single sum. Such single sum shall be equal to the present value of the Participant's Age Pension computed using the applicable mortality table prescribed by the Internal Revenue Service pursuant to section 417(e)(3) of the Code, and the applicable interest rate prescribed by the Internal Revenue Service for the month of October immediately preceding the Plan Year in which the distribution is made pursuant to section 417(e)(3) of the Code.
- (e) If an Eligible Spouse is entitled to a lump-sum payment under Section 7.03(d), the Eligible Spouse may elect to have any portion

of the lump sum, but not less than \$200, paid directly to a qualified defined contribution plan described in section 401(a) of the Code that accepts the Participant's eligible rollover distribution, an annuity plan described in section 403(a) of the Code, an annuity contract described in section 403(b) of the Code, a governmental eligible section 457(b) plan, or a Roth IRA described in section 408A(b) of the Code. For distributions made on or after January 1, 2010, if a Contingent Annuitant who is not an Eligible Spouse is entitled to a lump-sum payment under Section 7.03(d), such Contingent Annuitant may elect to have any portion of the lump sum, but not less than \$200, paid directly to an individual retirement account described in section 408(a) of the Code, an individual retirement annuity described in section 408(b) of the Code, or a Roth IRA described in section 408A(b) of the Code, provided that such account, annuity, or Roth IRA is an inherited retirement account or annuity under section 408 of the Code. Notwithstanding the foregoing, in the event that the total lump sum payable to an Eligible Spouse, or a Contingent Annuitant who is not an Eligible Spouse is less than \$200.00 (or such other amount as may be specified in regulations or other guidance issued under sections 401(a)(31) and 3405 of the Code), the Eligible Spouse or Contingent Annuitant shall not be given the opportunity to elect a direct rollover pursuant to this Section 7.03(e).

#### 7.04 PRE-RETIREMENT DEATH BENEFIT TO ELIGIBLE SPOUSE

- (a) An Eligible Spouse of a Participant who is credited with at least one Hour of Service on or after January 1, 1976, who is Vested, and whose death occurs on or after August 23, 1984 and before the Participant's Age Pension Date, shall be eligible to receive a monthly benefit determined in accordance with Section 7.04(b). An Eligible Spouse entitled to a Pre-Retirement Date Benefit under this Section 7.04 may defer the commencement of the benefit provided under Section 7.04(b), but no later than the day that the Participant would have reached the Participant's Normal Retirement Date. If an Eligible Spouse dies before the commencement of the benefit provided under this Section 7.04, such benefit shall be forfeited and no payments shall be made to any other party.
- (b) If so provided in Appendix I hereof as effective on and after November 25, 2009, the monthly benefit provided under this Section 7.04(b) to an Eligible Spouse of a Participant whose death occurs after November 25, 2009, commencing on the first day of the month following the later of the date the participant would

have reached age 55 and the date of the Participant's death, and payable during the Eligible Spouse's remaining lifetime, shall be equal to one-half of the reduced monthly Age Pension the Participant would have received in accordance with Section 7.01(b) if the Participant's Age Pension Date had occurred on such first day. Such reduction shall be determined by applying the appropriate factor from Appendix A. In the case of any other Eligible Spouse of a Participant who dies the Pre-Retirement Death Benefit shall be equal to 75 percent of the reduced monthly Age Pension the Participant would have received in accordance with Section 7.01(c) if the Participant's Age Pension Date had occurred on such first day. If, in such a case, the Eligible Spouse elects to defer the commencement of the benefit provided under this Section 7.04(b), the amount of that benefit shall be equal to that which would have been paid if the Participant had died on the elected commencement date of the benefit, except that the joint and survivor factor to be used shall be the factor that would have been used had such commencement date not been deferred.

#### 7.05 MINIMUM DISTRIBUTION REQUIREMENTS

(a) General Rules.

- (1) The provisions of this Section 7.05 will apply for purposes of determining required minimum distributions for calendar years beginning with the 2003 calendar year.
- (2) The requirements of this Section 7.05 will take precedence over any inconsistent provisions of the Plan.
- (3) All distributions required under this Section 7.05 will be determined and made in accordance with section 401(a)(9) of the Code and the Treasury Regulations promulgated thereunder.
- (4) Notwithstanding the other provisions of this Section 7.05, other than this subsection (a)(4), distributions may be made under a designation made before January 1, 1984, in accordance with Section 242(b)(2) of the Tax Equity and Fiscal Responsibility Act ("TEFRA") and the provisions of the Plan that relate to Section 242(b)(2) of TEFRA.

(b) Time and Manner of Distribution.

- (1) The Participant's entire interest will be distributed, or begin to be distributed, to the Participant no later than the

Participant's Required Beginning Date, as defined in subsection (f) of this Section 7.05.

- (2) If the Participant dies before distributions begin, the Participant's entire interest will be distributed, or begin to be distributed, no later than as follows:
  - (A) If the Participant's surviving spouse is the Participant's sole designated beneficiary, then distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age 70-1/2, if later.
  - (B) If the Participant's surviving spouse is not the Participant's sole designated beneficiary, then distributions to the designated beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died; or alternatively, to the extent otherwise permitted under the Plan, at the irrevocable election of the designated beneficiary on or before the earlier of the end of the calendar year in which the distribution would be required to commence to satisfy the requirements of the life expectancy rule in section 401(a)(9)(B)(iii) and (iv) of the Code or the end of the calendar year that contains the fifth anniversary of the date of death of the Participant, distributions must be completed within five years of the date of death of the Participant.
  - (C) If there is no designated beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's entire interest, if any, will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.
  - (D) If the Participant's surviving spouse is the Participant's sole designated beneficiary and the surviving spouse dies after the Participant but before distributions to the surviving spouse begin, this subsection (b)(2), other than subsection (b)(2)(A), will apply as if the surviving spouse were the Participant.

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

- (3) Unless the Participant's interest is distributed in the form of an annuity purchased from an insurance company or, to the extent otherwise permitted under the Plan, in a single sum on or before the Required Beginning Date, as of the first distribution calendar year distributions will be made in accordance with subsections (c), (d) and (e) of this Section 7.05. If the Participant's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of section 401(a)(9) of the Code and the Treasury Regulations promulgated thereunder.

(c) Determination of Amount to be Distributed Each Year.

- (1) If the Participant's interest is paid in the form of annuity distributions under the Plan, payments under the annuity will satisfy the following requirements:
  - (A) The annuity distributions will be paid in periodic payments made at intervals not longer than one year;
  - (B) The distribution period will be over a life (or lives) not longer than the period described in subsection (d) or (e);
  - (C) Payments will either be nonincreasing or increase only as follows:
    - (i) By an annual percentage increase that does not exceed the annual percentage increase in a cost-of-living index that is based on prices of all items and issued by the Bureau of Labor Statistics;



- (ii) To the extent of the reduction in the amount of the Participant's payments to provide for a survivor benefit upon death, but only if the beneficiary whose life was being used to determine the distribution period described in subsection (d) dies or is no longer the Participant's beneficiary pursuant to a qualified domestic relations order within the meaning of Section 414(p) of the Code;
  - (iii) To provide cash refunds of employee contributions upon the Participant's death; or
  - (iv) To pay increased benefits that result from a Plan amendment.
- (2) The amount that must be distributed on or before the Participant's Required Beginning Date (or, if the Participant dies before distributions begin, the date distributions are required to begin under subsection (b)(2)(A) or (B)) is the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval even if that payment interval ends in the next calendar year. Payment intervals are the periods for which payments are received, e.g., bi-monthly, monthly, semi-annually, or annually. All of the Participant's benefit accruals as of the last day of the first distribution calendar year will be included in the calculation of the amount of the annuity payments for payment intervals ending on or after the Participant's Required Beginning Date.
- (3) Any additional benefits accruing to the Participant in a calendar year after the first distribution calendar year will be distributed beginning with the first payment interval ending in the calendar year immediately following the calendar year in which such amount accrues.
- (d) Requirements For Annuity Distributions That Commence During Participant's Lifetime 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 nonspouse beneficiary, annuity payments to be made on or after the Participant's Required Beginning Date to the designated beneficiary after the Participant's death must not at any time exceed the applicable percentage of the annuity payment for such period that would have been payable to the Participant using

the table set forth in Q&A-2 of section 1.401(a)(9)-6T of the Treasury Regulations.

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

- (1) If the Participant dies before the date distribution of his or her interest begins and there is a designated beneficiary, the Participant's entire interest will be distributed, beginning no later than the time described in subsection (b)(2)(A) or (B) of this Section 7.05, over the life of the designated beneficiary or over a period certain (to the extent otherwise permitted under the Plan) not exceeding:
  - (A) Unless the annuity starting date is before the first distribution calendar year, the life expectancy of the designated beneficiary determined using the beneficiary's age as of the beneficiary's birthday in the calendar year immediately following the calendar year of the Participant's death; or
  - (B) If the annuity starting date is before the first distribution calendar year, the life expectancy of the designated beneficiary determined using the beneficiary's age as of the beneficiary's birthday in the calendar year that contains the annuity starting date.
- (2) 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.
- (3) If the Participant dies before the date distribution of his or her interest begins, the Participant's surviving spouse is the Participant's sole designated beneficiary, and the surviving spouse dies before distributions to the surviving spouse begin, this subsection (e) will apply as if the surviving spouse were the Participant, except that the time by which distributions must begin will be determined without regard to subsection (b)(2)(A).

(f) Definitions.

- (1) Designated beneficiary. The individual who is designated as the beneficiary under the Plan and is the designated beneficiary under section 401(a)(9) of the Code and section 1.401(a)(9)-1, Q&A-4 of the Treasury Regulations.
- (2) Distribution calendar year. A calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first distribution calendar year is the calendar year immediately preceding the calendar year that contains the Participant's Required Beginning Date. For distributions beginning after the Participant's death, the first distribution calendar year is the calendar year in which distributions are required to begin pursuant to subsection (b).
- (3) Life expectancy. Life expectancy as computed by use of the Single Life Table in section 1.401(a)(9)-9 of the Treasury Regulation.
- (4) Required Beginning Date. For a Participant who is not a five percent owner of a Participating Employer, the April 1 of the calendar year immediately following the later of: (i) the calendar year in which the Participant attains age 70 ½, or (ii) the calendar year in which the Participant terminates Covered Employment; and for a Participant who is also a five percent owner of a Participating Employer, the April 1 following the calendar year in which the Participant attained age 70 ½.

## 7.06 QUALIFIED ELECTION

A Participant may make a Qualified Election to waive the Post-Retirement Spousal Benefit provided in Section 7.01(b). Such a Qualified Election made on or after August 23, 1984, by any Participant must be in writing, must be consented to by the Participant's Eligible Spouse, must specify the form of Age Pension and the Contingent Annuitant, if any, which specifications may not be changed without the Eligible Spouse's consent, and must be made no more than 180 days before the Participant's Age Pension Date. For such purpose, the Board shall furnish to each Participant who requests a benefit, not less than 30 days nor more than 180 days prior to the Participant's Age Pension Date, a written notification that satisfies the notice requirements of section 417(a)(3) of the Code and Treasury Regulations § 1.417(a)(3)-1, containing a general description of the material features, and an explanation in non-technical language of the relative values, of the optional forms of benefit available under the Plan, together with an explanation of the Participant's right, if

any, to defer commencement of payment and the consequences of failing to defer such commencement. A Participant may waive the right to receive the written notification described in this Section 7.06 30 or more days prior to the Participant's Age Pension Date. In such a case, the Participant's pension shall not be distributed prior to the expiration of a seven-day period beginning on the day that the written notification is provided, and the Participant may revoke the distribution election at any time prior to the expiration of the seven-day period. The Eligible Spouse's consent must acknowledge the effect of the election and must be witnessed by a notary public. Notwithstanding this consent requirement, if the Participant establishes to the satisfaction of the Board that such written consent may not be obtained because there is no Eligible Spouse or the Eligible Spouse cannot be located, such an election by the Participant shall nevertheless be deemed a Qualified Election. A revocation of a prior waiver may be made by a Participant without the Eligible Spouse's consent at any time before payments of the Age Pension begin.

#### 7.07 SPECIAL PAYMENT FOR DECEMBER, 1996

A Participant or his/her beneficiary (1) who is in pay status as of January 1, 1996, pursuant to a Participation Agreement still in effect as of that date, and (2) who is in pay status as of December 1, 1996, shall receive two pension benefit checks in the month of December, 1996. One check shall be the regular monthly pension benefit amount. The second check shall be in an amount equal to such regular monthly pension benefit amount or \$200, whichever is greater.

#### 7.08 ELIGIBLE RETIREE INCREASE FOR JANUARY 1998

- (a) Effective January 1, 1998, for an Eligible Retiree whose Age Pension Date is before 1996, the monthly benefit shall be increased by 3 percent per full calendar year after the year of retirement and before 1998, with a minimum increase of 18 percent. If such Eligible Retiree's Participating Employer is terminated as of January 1, 1998, the percentages in the first sentence shall be replaced by 1 percent per full calendar year with a minimum increase of 6 percent.
- (b) If such Eligible Retiree in (a) has an Eligible Spouse or beneficiary receiving a monthly benefit as of January 1, 1998, such benefit shall be increased as of January 1, 1998 by the same percentage that would have applied to the Eligible Retiree if he or she were then alive.

- (c) If an Eligible Spouse commenced a Pre-Retirement Death Benefit because of the death before 1996 of a Participant who was at least age 55 when he or she had an Hour of Service, the Pre-Retirement Death Benefit shall be increased effective January 1, 1998, by a percentage as provided in (a) (the year of retirement shall mean the year in which the Pre-Retirement Death Benefit began).

#### 7.09 INVOLUNTARY CASH OUT OF SMALL BENEFITS

- (a) If a Vested Participant (i) has terminated Covered Employment at any time before October 1, 2005, (ii) has not elected as of October 1, 2005, to have his payments commence, and (iii) has an Age Pension payable at Normal Retirement Date of \$1.00 per month or less, such a Participant's benefit will be paid automatically as soon as practicable following October 1, 2005, in the form of a lump sum determined in accordance with the applicable provisions of Section 7.03(a)(3).
- (b) If a Vested Participant terminates Covered Employment on or after October 1, 2005, and has an Age Pension payable at Normal Retirement Date of \$1.00 per month or less, such a Participant's benefit will be paid automatically in the form of a lump sum determined in accordance with the applicable provisions of Section 7.03(a)(3) no later than six months following the last day of the Plan Year in which occurred the Participant's termination of Covered Employment.
- (c) In the event that the total lump sum payable to a Participant under this Section 7.09 is less than \$200.00 (or such other amount as may be specified in regulations or other guidance issued under sections 401(a)(31) and 3405 of the Code), the Participant will not be given the opportunity to elect a direct rollover pursuant to Section 7.03(e).

#### 7.10 INVOLUNTARY CASH OUT OF CERTAIN SMALL BENEFITS

- (a) If a Vested Participant (i) has terminated Covered Employment at any time before October 13, 2006, (ii) has not elected to have his payments commence, and (iii) has an Age Pension payable at Normal Retirement Date of \$9.25 per month or less, but excludes a benefit which produces a lump sum amount greater than \$1,000, such a Participant's benefit will be paid automatically as soon as practicable following October 13, 2006, in the form of a lump sum determined in accordance with the applicable provisions of Section 7.03(a)(3).

- (b) In the event that the total lump sum payable to a Participant under this Section 7.10 is less than \$200.00 (or such other amount as may be specified in regulations or other guidance issued under sections 401(a)(31) and 3405 of the Code), the Participant will not be given the opportunity to elect a direct rollover pursuant to Section 7.03(e).

ARTICLE VIII  
TERMINATION OF PARTICIPATION  
IN THE PLAN

8.01 DATE OF TERMINATION

A Participation Agreement shall terminate on the date, hereinafter referred to as the "termination date," which is the first to occur of the following:

- (a) the date specified in a notice (which date may not be earlier than the date of such notice) to the Board from the Participating Employer and Union as the date of termination of the Participation Agreement;
- (b) the date specified in a notice from the Board to the Participating Employer and Union, which the Board has determined to be the date of such termination, on account of failure of the Participating Employer to pay Contributions or otherwise comply with the provisions of the Plan; and
- (c) the date specified in a notice from the Board to the Participating Employer and Union, which the Board has determined to be the date of such termination, if the Board finds that such termination is in the best interests of the Plan.

8.02 EFFECT OF TERMINATION

- (a) Termination of a Participation Agreement, hereinafter referred to as a "termination", does not create or alter a Participant's eligibility to receive benefits under the Plan, except as provided in Section 8.04. However, such termination, notwithstanding any provision to the contrary, may result either (1) in a redetermination of the amount of pension for Participants otherwise eligible for a pension under the Plan, as provided by the procedures in this Section 8.02, or (2) if determined by the Board, in the implementation of the procedures provided by Section 8.03. A Participant who is not Vested shall not become eligible for a pension solely on account of such a termination, except as provided in Section 8.04. No Hours of Service, Vesting Units or Benefit Units shall be credited to any Participant after the termination date. In addition, no Participant shall become Vested pursuant to Section 4.01(b) after the termination date.

- (b) Upon termination of a Participation Agreement, the Board shall redetermine the amount of each pension which may be provided thereafter under the Plan on account of Benefit Units credited under such Participation Agreement and not canceled. The amount of each pension so redetermined shall be equal to the greater of:
  - (1) the pension amount resulting from the application of Method A described in Section 8.04 following, or
  - (2) if such termination occurs more than three years after the earliest Contribution Commencement Date of the Participation Agreement, the pension amount resulting from the application of Method B, as described in Section 8.05 following.

Such redetermined pension shall be reduced, if applicable, in the same manner and shall be payable in the same form as the pension payable before the redetermination.

Any change in pensions resulting from this Section 8.02(b) shall take effect three months after the date the Participants affected have been notified by the Board.

- (c) The provisions of this Section 8.02 are subject to the provisions of Section 8.08.
- (d) As used in this Article, the term "pension" shall mean Age Pension, Disability Pension, and any series of payments made to a Participant's Eligible Spouse or Contingent Annuitant.

### 8.03 VOLUNTARY TRANSFERS TO ANOTHER PLAN

In lieu of the procedures described in Sections 8.02, 8.04, 8.05 and 8.06, the Board may, subsequent to the termination of a Participation Agreement, if so requested by the Participating Employer and Union, approve the transfer to another qualified plan of:

- (a) the obligation to provide pensions, and
- (b) a portion of Plan Assets (subject to adjustment, as determined by the Board, to reflect market value fluctuations) equal to the net amount determined under Section 8.04(a), minus any pension payments made after the termination date, if that action is deemed by the Board to be in the best interests of the Plan and if said



transfer is consistent with the rules of the Board and the requirements of any applicable Federal law.

#### 8.04 METHOD A

- (a) Under Method A, the Board shall first determine, as of the termination date, the net amount of (1) plus (2) minus (3) minus (4), where:
- (1) is the Participating Employer's share of the Adjusted Plan Assets as of the end of the previous Plan Year, determined in accordance with Section 12.02(b),
  - (2) is the sum of the Contributions which are not included in (1), made under the Participation Agreement after the previous Plan Year,
  - (3) is the sum of the pension payments made after the previous Plan Year but prior to the termination date, and
  - (4) is the amount if any, of Plan Assets to be transferred to a successor plan as determined in accordance with Section 8.06.
- (b) For such purposes, the Board shall next determine the present value of all the pensions otherwise payable on and after the termination date with respect to Benefit Units credited under the Participation Agreement, excluding the Predecessor Pensions, if any, transferred to a successor plan as described in Section 8.06, using the actuarial assumptions adopted from time to time by the Board; and excluding additional pensions resulting from any Trustee increases applicable on or after January 1, 1996.
- (c) The Board shall then determine the extent to which such net amount will provide such pensions, by subtracting successively from such net amount the present value of such pensions, for each of priority classes of pensions set forth below, starting with Class 1. If the balance remaining after any such subtraction is at least the present value of 100 percent of such pensions for the next priority class of pensions, the pensions which may be provided thereafter for such priority class of pensions shall be 100 percent of the full pensions, including additional pensions resulting from any Trustee Increases applicable on or after January 1, 1996. If the balance remaining after such subtraction is less than the present value of 100 percent of such pensions determined in accordance with Section 8.04(b) for the next priority class of

pensions, the pensions which may be provided thereafter for such priority class of pensions shall be the same percentage of the full pensions, including additional pensions resulting from any Trustee increases applicable on or after January 1, 1996 as such balance is of such present value. Any Participant who becomes eligible for a Class 6 pension shall be treated as Vested with respect to that pension but in no other respect. Any excess of the net amount over 100 percent of the net present value will remain in the Trust Fund.

- (d) The classes of pensions, excluding any Predecessor Pensions transferred to a successor plan as described in Section 8.06, referred to in this Article are:

Class 1 - (1) Pensions payable to Participants age 72 or over on the termination date and whose Age Pension Date is at least five years prior to the termination date; (2) any pensions payable to Participants, or for which Participants may become eligible because they are Vested on the termination date, equal to the sum of the Predecessor Pension for each such Participant, if any, not transferred to a successor pension plan as described in Section 8.06 and the pension amount on account of Future Service Benefit Units credited to the Participation Agreement and not canceled; (3) any pension payable pursuant to Section 8.08; and (4) any pension payable to an Eligible Spouse or Contingent Annuitant of a deceased Participant whose Age Pension Date was at least five years before the termination date and who would have been age 72 or over on the termination date had the Participant survived to such date.

Class 2 - Pensions not included in Class 1, which are either Pensions payable to Participants whose Age Pension Date or Disability Pension Date is prior to the termination date, or payable to an Eligible Spouse or Contingent Annuitant who on the termination date is receiving a pension.

Class 3 - Pensions not included in Class 1 or 2, which Pensions Participants are eligible to receive because on the termination date they are Vested and have attained their Normal Retirement Date.

Class 4 - Pensions not included in Class 1, 2 or 3, which

Pensions Participants are eligible to receive because on the termination date they are Vested and have attained age 55.

- Class 5 - Pensions not included in Class 1, 2, 3 or 4 for Pensions which Participants are Vested on the termination date or which the Eligible Spouse of a Vested Participant who died before the termination date will be eligible to receive at a future date.
- Class 6 - For any termination on or before July 1, 2001, any other pensions which might become payable Pensions after the termination date to Participants who are not Vested on such date. For any termination after July 1, 2001, there shall be no Class 6 pension, except that any Participant who, on July 1, 2001 has at least three Vesting or Benefit Units under the Plan (a) whose Vesting or Benefit Units have not been cancelled as of the termination date, and (b) who is not Vested on the termination date, shall nevertheless be treated as Vested on the termination date with respect to a pension on such date solely for purposes of this provision.

For the purposes of this Section 8.04(d), a Participant's pension in any Class includes:

- (1) any payments that may subsequently be payable with respect to such pension to the Participant's Eligible Spouse or Contingent Annuitant, and
  - (2) in the case of a Disability Pension, any Age Pension for which the Participant will become eligible if the Participant survives until the Participant's Normal Retirement Date.
- (e) In any event, there shall be no reduction of Class 1 Pensions.

#### 8.05 METHOD B

The Board shall redetermine the Benefit Level(s) for each Participant by applying a percentage determined from the table below to each Benefit Level Portion applicable to that particular Participant. The Benefit Level(s) redetermined for each Participant under Method B shall be the sum of the amounts resulting from the application of the applicable percentages to the various "Benefit Level Portions." For purposes of applying the percentages in the table, "Benefit Level Portion" means, with

respect to the Benefit Level(s) in effect on the initial Contribution Commencement Date, the entire amount of the Benefit Level and, with respect to any subsequent increase in the Benefit Level(s), the amount of the increase. For purposes of determining the "number of years" a particular portion of the Benefit Level(s) has been in effect, only full years from the applicable Contribution Commencement Date to the date the last Contribution is made will be considered. A Benefit Level Portion in effect less than three years shall not be guaranteed under Method B except with respect to pensions accrued by Class I Participants.

#### Classes of Participants

- Class I - A Participant, age 72 or over on the termination Participant date whose Age Pension Date is at least five years prior to the termination date, or the Eligible Spouse or Contingent Annuitant of a deceased Participant who would have been a Class I Participant if the Participant had not died prior to the termination date.
- Class II - A Participant not included in Class I whose Participant Age Pension Date or Disability Pension Date is prior to the termination date or an Eligible Spouse or Contingent Annuitant not included in Class I who is receiving a pension on the termination date.
- Class III - A Participant not included in Class I or II who Participant is eligible to receive a pension on the termination date because the Participant is Vested and has attained the Participant's Normal Retirement Date.
- Class IV - A Participant not included in Classes I, II or Participant III who is eligible to receive a pension on the termination date because the Participant is Vested and has attained age 55.
- Class V - A Participant not included in Classes I, II, III Participant or IV who is Vested on the termination date or the Eligible Spouse of a Vested Participant who died before the termination date which Eligible Spouse is not receiving a pension on the termination date.
- Class VI - Any Participant who is not Vested on the Participant termination date.

CLASS OF PARTICIPANTS	NUMBER OF YEARS BENEFIT LEVEL PORTION IN EFFECT UNDER THE PLAN								
	LESS THAN 3	3	4	5	6	7	8	9	10 OR MORE
I	100%	100%	100%	100%	100%	100%	100%	100%	100%
II, III, IV & V	0	100	100	100	100	100	100	100	100
VI	0	0	0	0	0	0	0	0	0

The redetermined pension for a Participant under Method B is the redetermined Benefit Level(s) multiplied by the applicable number of the Participant's Benefit Units.

### 8.06 SPIN-OFF ON ACCOUNT OF PREDECESSOR PENSION PLAN

Upon termination of a Participation Agreement which includes a Merger Supplement, a successor plan as described in the Merger Supplement shall be established by the Participating Employer if so directed by the Board. If the Participating Employer fails to establish a successor plan as directed by the Board, the Board may, on behalf of the Participating Employer, establish such plan. All the liabilities accrued under the Plan pursuant to the Participation Agreement on account of Predecessor Pensions shall be transferred to such successor plan. In consideration for the transfer of such liabilities and in full satisfaction thereof, there shall also be transferred to the successor plan a portion of Plan Assets, as determined by the Board, equal to the amount described in (a) or (b) below, whichever is greater, where:

- (a) is the amount determined under Sections 8.04(a)(1), (2), and (3), considering for (1) and (2) as Contributions only any amount transferred to the Trust Fund from, or attributable to, the Predecessor Pension Plan, and that portion of the Contributions paid to the Plan which were required to amortize the initial unfunded past service liability attributable to the Predecessor Pensions, and considering for (3) as amounts disbursed only that portion of pensions disbursed which are attributable to the Predecessor Pensions, and
- (b) is zero (-0-), unless the procedures described in Section 8.05 would otherwise be applicable, in which case (b) shall be equal to the present value (employing applicable PBGC actuarial assumptions) of that portion of the pensions which is attributable to the Predecessor Pensions, determined in accordance with the procedures described in Section 8.05, but computed prior to any transfer of Predecessor Pensions to a successor plan.

## 8.07 REINSTATEMENT OF A TERMINATED PARTICIPATION AGREEMENT

The Board, in its discretion, may reinstate a terminated Participation Agreement under such terms and conditions as it deems appropriate.

## 8.08 SPECIAL PROVISIONS FOR CERTAIN MERGED PLANS

- (a) Anything in this Article VIII to the contrary notwithstanding, if the Participation Agreement of a Participating Employer, that was formerly included in the United Steelworkers of America District 29 Pension Plan, terminates under circumstances where any Participant already retired from its employ would otherwise not continue to receive 100 percent of the Participant's Age Pension, and if such termination occurs five or more years after such Participating Employer's participation date under the United Steelworkers of America District 29 Pension Plan, then the Age Pension payable to any such retired Participant who has 15 or more Benefit Units shall nevertheless be treated as a Class 1 Pension pursuant to Section 8.04 with respect to the Benefit Level originally established hereunder for such Participating Employer.
- (b) Anything in this Article VIII to the contrary notwithstanding, if the Participation Agreement of a Participating Employer, that was formerly included in the United Steelworkers of America Pension Plan (formerly the United Steelworkers of America Pension Plan for District 30) and on account of which funds were transferred from the United Steelworkers of America Pension Plan (formerly the United Steelworkers of America Pension Plan for District 30), terminates under circumstances where any Participant already retired from its employ would otherwise not continue to receive 100 percent of the Participant's Age Pension, and if such termination occurs five or more years after such Participating Employer's participation date under the United Steelworkers of America Pension Plan (formerly the United Steelworkers of America Pension Plan for District 30), then the Age Pension payable to any such retired Participant who has 10 or more Benefit Units shall nevertheless be treated as a Class 1 Pension pursuant to Section 8.04 with respect to the Benefit Level originally established hereunder for such Participating Employer.

ARTICLE IX  
ADMINISTRATION OF THE PLAN

9.01 METHOD OF ADMINISTRATION

The Board shall administer the Plan by employing for that purpose an Administrative Agency, and may delegate to the Administrative Agency such functions as it deems appropriate. The Board may at any time or times substitute a new Administrative Agency. The Board shall make such rules and prescribe such procedures for the administration of the Plan as it deems necessary and reasonable. The decisions of the Board in all matters pertaining to the administration of the Plan shall be final. The Board shall have the power to resolve all disputes and ambiguities relating to the interpretation of the Plan, and the application of the terms of the Plan to any circumstances and the decisions of the Board in all such matters will be final.

9.02 RIGHTS GRANTED BY PLAN

No person shall have any right to an Age Pension or a Disability Pension under the Plan except as such Age Pension or Disability Pension has accrued to such person in accordance with the terms of the Plan, and then only to the extent of the sufficiency of the monies available which may be applied for such benefit in accordance with the Plan.

9.03 ASSIGNMENT - CLAIMS OF CREDITORS

To the maximum extent permitted by law, no Age Pension or Disability Pension under the Plan shall be subject to assignment or the claims of any creditor. On and after January 1, 1985, this shall not apply to the creation, assignment, or recognition of a right to any benefit payable with respect to a Participant pursuant to a qualified domestic relations order, as defined in section 414(p) of the Code.

9.04 INFORMATION TO BE FURNISHED

The Board shall have the right to require, as a condition precedent to the payment or continuation of any Age Pension or Disability Pension under the Plan, all information which it reasonably deems necessary, including records of employment, proofs of dates of birth, marriage and death, evidence of existence, proof of continuing qualification for Social Security disability insurance benefits etc., and no Age Pension or Disability Pension dependent in any way upon such information shall be payable unless and until the information so required shall be furnished.

## 9.05 CLAIMS PROCEDURES

### (a) Disputes as to Benefit Claims

- (1) If a claim for a benefit is wholly or partially denied by the Board or its designated representative, notice of the decision shall be furnished to the claimant within 90 days after receipt of the claim by the Board or its designated representative, unless special circumstances require an extension of time for processing the claim. If such an extension of time for processing is required, written notice of the extension shall be furnished to the claimant prior to the termination of the initial 90 day period following receipt of the claim for a benefit. This written notice shall indicate the special circumstances requiring an extension of time and the date by which the Board or its designated representative expects to render the final decision. In no event shall such an extension exceed a period of 90 days from the end of such initial period.
- (2) If a claim for a benefit is denied by the Board or its designated representative, the Board or its designated representative shall notify the claimant in writing of such denial and of claimant's right to a review and shall set forth, to the extent applicable and in a manner calculated to be understood by the claimant, specific reasons for such denial, specific references to the applicable Plan provisions on which the denial is based, a description of any additional material necessary for the claimant to perfect such claim, an explanation of why such material is necessary, an explanation of the Plan's review procedures and the time limits applicable to such procedures, including a statement of the claimant's right to bring a civil action under section 502(a) of ERISA following an adverse benefit determination on review.
- (3) Within 60 days after receipt by the claimant of denial of his claim, the claimant may make a written request to the Board for a review by the Board or its designated representative of such denial. The request must set forth all the grounds upon which it is based, supporting facts, including documents, records and other information relating to the claim for benefits, and any other matters which the claimant deems pertinent. The Board or its designated representative shall upon written application, provide the claimant, free of charge, access to and copies of, all documents, records and



other information relevant to such claim, and may require the claimant to submit such additional facts, documents or other material as it deems necessary or advisable in making its review. In conducting such a review, the Board or its designated representative may hold a hearing if it determines that such a hearing is necessary.

- (4) The Board or its designated representative shall act upon a request for review within 60 days after receipt thereof unless special circumstances (such as the need to hold a hearing) require further time, but in no event later than 120 days after receipt. If such an extension of time for review is required because of special circumstances, written notice of the extension shall be furnished to the claimant prior to the commencement of the extension. This written notice shall indicate the special circumstances requiring an extension of time and the date by which the Board or its designated representative expects to render the determination on review. If the Board or its designated representative confirms the denial in whole or in part, it shall give written notice to the claimant setting forth in a manner calculated to be understood by the claimant the specific reasons for denial, reference to the specific Plan provisions on which the decision was based, and a statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claimant's claim for benefits. Said notice shall also contain a statement of the claimant's right to bring an action under Section 502 of ERISA.

(b) Disputes as to Other Rights Under the Plan

If a Participant, Eligible Spouse or any other person to whom benefits may be payable under the Plan questions the manner in which that person's rights under the Plan other than those described in subsection (a) above, have been determined, such person may make a written request to the Board for a review by the Board or its designated representative of the determination of those rights. The Board or its designated representative shall act upon such request within 90 days after receipt thereof unless special circumstances require further time, but in no event later than six months after receipt. The Board or its designated representative shall give written notice to such Participant, Eligible Spouse or other person setting forth in a manner calculated to be

understood by such Participant, Eligible Spouse or other person the results of the review.

- (c) The Board wishes to encourage the resolution of factual issues involved in disputes described in the preceding subsections (a) and (b) at the local level in order to expedite the entire claims procedure. Accordingly, resolution of factual issues through the utilization of a grievance procedure or claims procedure, jointly administered by the Union and the Participating Employer, will be given due weight and consideration by the Board or its designated representative.

#### 9.06 SUBSTITUTE PAYEE

In the event that the Board or its designated representative determines that a person to whom an Age Pension or Disability Pension payment is due under the Plan is physically or mentally unable to give a valid receipt for such payment, such payment or any part thereof may, unless claim shall have been made by a duly appointed guardian or committee of such person, be paid to any other person or institution then, in the judgment of the Board or its designated representative, contributing toward or providing for the care and maintenance of such person.

#### 9.07 NO REVERSION

In no event shall any of the assets of the Trust Fund revert to a Participating Employer, except, in the discretion of the Board, for the return of an erroneous Contribution or an erroneous payment of Withdrawal Liability within the time limits prescribed by law.

#### 9.08 WORD USAGE

Wherever appropriate, words used in the Plan in the singular may mean the plural, the plural may mean the singular, and the masculine may mean the feminine.

#### 9.09 CONSTRUCTION

Except as preempted by federal law, the Plan shall be construed in accordance with the laws of the District of Columbia and all the provisions of the Plan shall be administered according to such laws; all persons accepting or claiming an Age Pension or Disability Pension under the Plan shall be deemed to consent to the provisions of the Plan and such laws. It is the intention of the Board that (1) the Plan constitute a multiemployer plan as defined in section 414(f) of the Code, (2) the Plan be qualified under section 401(a) of the Code and the Trust

Fund be exempt from federal income taxation under section 501(a) of the Code, and (3) the Plan satisfy the requirements of ERISA; all provisions of the Plan shall be construed to that result.

#### 9.10 MERGERS

The Board of Trustees may effect a merger with another multiemployer plan provided that such merger is in compliance with Section 4231 (b) of ERISA including the requirement that no participant's or beneficiary's accrued benefit will be lower immediately after the effective date of the merger than the benefit immediately before that date.

#### 9.11 DETERMINATION OF BENEFIT LEVEL FOR CERTAIN MERGED PLANS

Anything in this Plan to the contrary notwithstanding

- (a) The Benefit Level for Benefit Units for Participating Employers represented by UAW Local 241 who were former Participating Employers in the Arrowhead Automobile Dealers' UAW Retirement Income Plan shall be calculated as provided in Section 5.01 of the Plan except that for these calculations only, said Participating Employers shall be treated as if they were executing a single Supplemental Participation Agreement. For all other purposes under the Plan, Participating Employers represented by UAW Local 241 who were former Participating Employers in the Arrowhead Automobile Dealers' UAW Retirement Income Plan shall be treated as separate Participating Employers under this Plan and their Participation Agreements shall be treated as separate Participation Agreements. If such a Participating Employer subsequently elects not to enter into joint negotiations with Local 241 or to negotiate a different contribution rate than other Participating Employers represented by Local 241, the Benefit Level for Benefit Units for such Participating Employer shall be calculated independent of other Participating Employers represented by Local 241 and consistent with Section 5.01 of the Plan. Once such a Participating Employer's Benefit Level is calculated independent of other Participating Employers represented by Local 241, it shall continue to be calculated in such manner.
- (b) The Benefit Level for Benefit Units for Participating Employers represented by UAW Local 349 who were former Participating Employers in the Arrowhead Automobile Dealers' UAW Retirement Income Plan shall be calculated as provided in Section 5.01 of the Plan except that for these calculations only, said Participating Employers shall be treated as if they were executing a single Supplemental Participation Agreement. For all other purposes

under the Plan, Participating Employers represented by UAW Local 349 who were former Participating Employers in the Arrowhead Automobile Dealers' UAW Retirement Income Plan shall be treated as separate Participating Employers under this Plan and their Participation Agreements shall be treated as separate Participation Agreements. If such a Participating Employer subsequently elects not to enter into joint negotiations with Local 349 or to negotiate a different contribution rate than other Participating Employers represented by Local 349, the Benefit Level for Benefit Units for such Participating Employers shall be calculated independent of other Participating Employers represented by Local 349 and consistent with Section 5.01 of the Plan. Once such a Participating Employer's Benefit Level is calculated independent of other Participating Employers represented by Local 349, it shall continue to be calculated in such manner.

- (c) The Benefit Level for Benefit Units for Participating UAW Local Union OPEIU Employers represented by OPEIU Locals Nos. 42, 393 and 459 who were former Participating Employers in the UAW Local Union-OPEIU Retirement Income Plan shall be calculated as provided in Section 5.01 of the Plan except that for these calculations only, said Participating Employer shall be treated as if they were executing a single Supplemental Participation Agreement. In addition, if a Participant employed by one of the former Participating Employers described above moves to Covered Employment with another former Participating Employer described above, any benefit improvement generally applicable to former Participating Employers in the UAW Local Union-OPEIU Retirement Income Plan shall apply to all years of service of said Participant with any such former Participating Employers, subject to applicable eligibility rules. For all other purposes under the Plan, Participating Employers represented by OPEIU Locals Nos. 42, 393 and 459 who were former Participating Employers in the UAW Local Union-OPEIU Retirement Income Plan shall be treated as separate Participating Employers under this Plan and their Participation Agreements shall be treated as separate Participation Agreements. If such a Participating Employer subsequently elects not to enter into joint negotiations with OPEIU Local Nos. 42, 393 and 459 or to negotiate a different contribution rate than other Participating Employers represented by OPEIU Local Nos. 42, 393 and 459, the Benefit Level for Benefit Units for such Participating Employer shall be calculated independent of other Participating Employers represented by OPEIU Local Nos. 42, 393 and 459 and consistent with Section 5.01 of the Plan. Once such a Participating Benefit Level is calculated independent of other Participating Employers

represented by OPEIU Local Nos. 42, 393 and 459, it shall continue to be calculated in such manner.

#### 9.12 SPECIAL PROVISIONS FOR CERTAIN MERGED PLANS - ARROWHEAD AUTOMOBILE DEALERS' UAW RETIREMENT INCOME PLAN.

Anything in this Plan to the contrary notwithstanding, the following provisions shall apply to any Participant, employed by a Participating Employer that was a former Participating Employer in the Arrowhead Automobile Dealers' UAW Retirement Income Plan, who was hired by said employer prior to May 1, 1996:

- (a) If a pension payable to an Eligible Spouse pursuant to Section 7.04 and determined in accordance with Appendix D, is less than \$75 per month, such pension shall be paid in a single sum computed as in Section 7.03(a)(3), provided that the Eligible Spouse must consent to such payment.
- (b) The annual amount of the benefit otherwise payable to an Eligible Spouse pursuant to Section 7.04, and determined in accordance with Appendix D, shall not be less than the annual amount of benefit credited to the Participant as of September 30, 1993 times fifty percent (50%), provided such percentage shall be reduced by  $\frac{1}{2}$  of 1% (0.5 %) for each year, if any, which the spouse is more than five years younger than the Participant but not below 40%, provided the following conditions are met:
  - (1) the Participant had reached the earliest date at which he could have retired or, if later, he was within the ten-year period immediately preceding his Normal Retirement Date; and
  - (2) the Participant had been married to his present spouse throughout the twelve-month period immediately preceding the Participant's death; and
  - (3) the Participant was in Covered Employment under the Arrowhead Automobile Dealers' UAW Retirement Income Plan prior to October 1, 1993.
- (c) (1) The annual amount of benefit payment to a Participant for whom the 50% joint and survivor annuity form applies pursuant to Section 7.01(b) shall equal a percentage, determined from Appendix D, of the amount of retirement benefit which would have been provided for him under the Regular Form of Age Pension pursuant to Section 7.01(a).

- (2) The annual amount of benefit to the Participant will not be less than the amount of benefit accrued by the Participant as of October 1, 1993, reduced by 15% if the age of the Participant and the age of his Eligible Spouse are the same. If the age of the Eligible Spouse is less than the age of the Participant, the percentage shall be 15% increased by 1% for each full year that the age of the Participant is greater than the age of the Eligible Spouse. If the age of the Eligible Spouse is greater than the age of the Participant, the percentage shall be 15% decreased by 1% for each full year the age of the Eligible Spouse exceeds the age of the Participant (up to a maximum of fifteen (15) years).
- (d) A participant whose first benefit payment is due before his Age 62 Social Security Date, as described below, and who, pursuant to a Qualified Election described in Section 7.06, elects a Level Benefit Adjustment Option where the primary insurance benefit under the federal Social Security Act is expected to become payable as of his Age 62 Social Security Date, is subject to the following rules. A participant's Age 62 Social Security Date will be the first day of the month following his sixty-second birthday if his birthday occurs on the first or second day of the month. If his sixty-second birthday does not occur on the first or second day of the month, Age 62 Social Security date will be the first day of the second month following his sixty-second birthday.

If a Participant elects this option, the monthly amount of benefit payable to him before his Age 62 Social Security Date will equal:

- (1) his old-age insurance benefit or, if greater, his monthly spouse's insurance benefit, determined using actuarial equivalents from the provision of the Social Security Act as constituted on the Participant's Age Pension Date; plus
- (2) the amount of retirement benefit which would have been provided for him if he had not elected this option, minus the product of (A) times (B):
- (A) his old-age insurance benefit or, if greater, his monthly spouse's insurance benefit, determined using actuarial equivalents from the provisions of the Social Security Act as constituted on the Participant's Age Pension Date, times

- (B) the appropriate factor determined from (i) Appendix E; or (ii), a similar table based on the applicable interest rate prescribed by the Internal Revenue Service pursuant to Section 417(e)(3)(A)(ii)(II) of the Code for the month of October immediately preceding the Plan Year in which the Participant's first benefit payment is due and the applicable mortality table prescribed by the Internal Revenue Service pursuant to Section 417(e)(3)(A)(ii)(I) of the Code, whichever table produces the higher monthly amount of benefit.

provided, if the above total is less than zero, the amount payable to him before his Age 62 Social Security Date will instead equal the amount of retirement benefit which would have been provided for him if he had not elected this option divided by the appropriate factor from (i) Appendix E or (ii), a similar table based on the applicable interest rate prescribed by the Internal Revenue Service pursuant to Section 417(e)(3)(A)(ii)(II) of the Code for the month of October immediately preceding the Plan Year in which the Participant's first benefit payment is due and the applicable mortality table prescribed by the Internal Revenue Service pursuant to Section 417(e)(3)(A)(ii)(I) of the Code, whichever table produces the higher monthly amount of benefit.

The monthly amount of benefit, if any, payable to him on and after his Age 62 Social Security Date will equal the amount in (2) above.

#### 9.13 SPECIAL PROVISIONS FOR CERTAIN MERGED PLANS- UAW LOCAL UNION COUNCIL - OPEIU RETIREMENT INCOME PLAN

Anything in this Plan to the contrary notwithstanding, the following provisions shall apply to any Participant, employed by a Participating Employer that was a former Participating Employer in the UAW Local Union OPEIU Retirement Income Plan (hereinafter "UAW-OPEIU Plan"), who was hired by said Employer prior to May 1, 1997 (i.e. Pre-Merger Participant):

- (a) A Participant who has five (5) but not ten (10) years of vesting service (i.e. eligibility service) under the UAW-OPEIU Plan and retires from active service on or after age 65 shall receive as his/her retirement benefit the greater of the following:
  - (1) His/her normal National Integrated Group Pension Plan ("NIGPP") benefit as determined under Section 6.01(b), or

- (2) His/her benefit units (i. e. benefit service) under the UAW-OPEIU Plan multiplied by a fraction equal to ten (10) years, divided by his vesting service (i. e. eligibility service) under the UAW-OPEIU Plan, multiplied by the applicable benefit level under the UAW-OPEIU Plan.
- (b) (1) A Participant who leaves active service pension eligible after May 1, 1997 and who retires prior to age 62, shall have his/her monthly age pension reduced by the NIGPP factor for a Participant three years older (i. e. by adding 0.18) multiplied by 0.82.
- (2) A Participant who leaves active service pension eligible on or after May 1, 1997 with 30 or more vesting or benefit units and who retires prior to age 62 shall have an early retirement factor of .82 applied to his/her monthly age pension (i. e. an 18% reduction) rather than the reduction contained in Section 9.13(b)(1).
- (3) Effective as of January 1, 1999, in no event shall a Participant described in (b)(1) or (2) above, whose Age Pension Date is after 1998, have a reduction greater than that provided in Section 6.01(b).
- (c) (1) A Participant who elects a contingent annuity option for his/her spouse pursuant to Section 7.03(a) which provides a survivor benefit equal to 55% of such Participant's reduced benefit shall have such benefit amount calculated on the joint and survivor reduction factors described in Section 7.01(d) of the Plan.
- (2) If a Participant elects a contingent annuity option for his/her spouse pursuant to Section 7.03(a) which provides a survivor benefit equal to 55% of such Participant's reduced benefit, and if the Participant's spouse predeceases the Participant, the monthly benefit of the Participant shall be restored to the amount which would have been payable had the Participant not elected the survivor benefit. Such restoration shall be effective as of the first day of the third month following the month in which the Board receives evidence, satisfactory to the Board, of the death of the Participant's spouse.
- (d) If a Participant's or Beneficiary's annual benefit payments are less than \$600 per year, the Participant or Beneficiary may elect to



receive such payments in advance quarterly. If a Participant's or Beneficiary's annual benefit payments are less than \$200 per year, the Participant or Beneficiary may elect to receive such payments in advance annually.

- (e) If a Participant returns to Covered Employment after payments of an Age Pension have begun, the provisions of Section 6.01(f) shall apply except that the portion of his/her Age Pension payment attributable to service prior to May 1, 1997, minus any benefit enhancement, payable prior to age 65, as result of the application of Section 9.13(b)(2), shall not be suspended.

#### 9.14 SPECIAL PROVISIONS FOR CERTAIN MERGED PLANS – BRUNNER BARGAINING UNIT PENSION PLAN.

- (a) Anything in this Plan to the contrary notwithstanding, the following provisions shall apply to any Participant who was hired by Brunner Engineering & Mfg., Inc. (hereinafter the "Employer") prior to January 1, 2000 (*i.e.* Pre-Merger Participant) and who participated in the Brunner Bargaining Unit Pension Plan (hereinafter "Brunner Plan"). The provisions set forth below define the extent to which any provisions from the Brunner Plan shall continue to apply to any Pre-Merger Participant:
  - (1) A Pre-Merger Participant who is in active service with the Employer on January 1, 2000, shall have his/her Benefit Level for pre- and post-merger service determined in accordance with the Participation Agreement in effect immediately following the merger, as modified by supplements to such Participation Agreement. Pre-merger service for benefit accrual purposes shall be based upon years of continuous service under the Brunner Plan, as defined and credited through the date of merger (*i.e.* January 1, 2000) in accordance with the Brunner Plan.
  - (2) A Pre-Merger Participant who is in active service with the Employer on January 1, 2000, shall have all his/her vesting service, as defined and credited through the date of merger in accordance with the Brunner Plan, recognized as Vesting Units under this Plan. A partial year of continuous service under the Brunner Plan at the time of merger shall be converted to one Vesting Unit.
  - (3) A Pre-Merger Participant who is in active service with the Employer on January 1, 2000, shall have all his/her

benefit service, as defined and credited through the date of merger in accordance with the Brunner Plan, recognized as Benefit Units under this Plan.

- (4) A Pre-Merger Participant who is in active service with the Employer on January 1, 2000, shall be entitled to an automatic 60% joint and survivor pension (or a 100% joint and survivor option if elected by a normal or early retiree), as provided under the Brunner Plan, with respect to the portion of his/her benefit accrued under the Brunner Plan; except that, when the Participant's total accrued benefit under both Plans provides a benefit payable in accordance with the terms of NIGPP that is equal to or greater than the benefit described above for both Participant and spouse, the Participant's automatic form of benefit shall be payable in accordance with the Post-Retirement Spousal Benefit (or 100% Contingent Annuity option) provided under this Plan. In addition, such Participant shall be eligible to elect the Contingent Annuity Options and other Optional Forms of Payment under the terms of this Plan with respect to his/her total accrued benefit. The actuarial factors used to determine optional forms under this Plan, including the single sum option for small pension amounts, shall be those factors provided under NIGPP. A Pre-Merger Participant shall be eligible to elect the Ten Years Certain and Life Pension as provided under the Brunner Plan with respect to his/her total accrued benefit under both Plans. A Pre-Merger Participant shall be eligible for a Disability Pension in accordance with the terms of this Plan with respect to his/her total accrued benefit.
- (5) A Pre-Merger Participant who is in active service with the Employer on January 1, 2000, shall be entitled to an unreduced early retirement pension beginning at age 62, as provided in the Brunner Plan (based on 10 years of combined benefit service under both Plans and retirement from active service with the Employer), with respect to that portion of his/her benefit that accrued under the Brunner Plan; except that, when the Participant's total accrued benefit under both Plans provides a benefit payable in accordance with the terms of NIGPP that is equal to or greater than the benefit described above, the Participant's benefit shall be payable in accordance with the terms of this Plan. Early retirement benefits and deferred vested benefits shall be payable in accordance

with the terms of this Plan with respect to the total accrued benefit under both Plans of any Pre-Merger Participant who is in active service with the Employer on January 1, 2000.

- (6) A Pre-Merger Participant who is in active service with the Employer on January 1, 2000, shall be entitled to a pre-retirement spouse pension in accordance with the terms of the Brunner Plan with respect to his/her accrued benefit under the Brunner Plan (benefits commence, however, under the provisions of this Plan); except that, when the Participant's total accrued benefit under both Plans provides a Pre-Retirement Death Benefit determined in accordance with this Plan that is equal to or greater than the pre-retirement spouse pension determined under the Brunner Plan as of the date of merger, the Participant's survivor annuity with respect to his/her total accrued benefit shall be determined in accordance with the terms of this Plan.
- (7) Notwithstanding any provision to the contrary in this Section 9.14, if the actuarial assumptions applied to determine the value of any Participant's accrued benefit under the Brunner Plan as of the date of merger result in a greater benefit than the Participant's total benefit as determined under this Plan, the Participant shall be entitled to his/her accrued benefit under the Brunner Plan in lieu of the benefit determined under this Plan.
- (8) A Pre-Merger Participant who is not in active service with the Employer on January 1, 2000, and who is vested in a benefit under the Brunner Plan shall be entitled to his/her benefit as determined under, and in accordance with, the terms of the Brunner Plan. If such a Participant (i) is not vested in a benefit under the Brunner Plan, (ii) returns to service with the Employer or another Participating Employer in the Plan before incurring a break in service (as defined for periods of absence under the Brunner Plan through December 31, 1999, and under this Plan thereafter, except that any partial year of absence under the Brunner Plan as of December 31, 1999, shall be disregarded), and (iii) vests in a benefit based on Vesting Service credited under both Plans, the Participant shall be entitled to his/her benefit accrual under the Brunner Plan payable in accordance with the

provisions applicable to a Pre-Merger Participant who is in active service with the Employer on January 1, 2000.

- (9) A Pre-Merger Participant who is receiving benefits under the Brunner Plan shall be entitled to continue receiving benefits under the terms of the Brunner Plan and in accordance with his/her elections pursuant to that Plan. The suspension provisions of this Plan shall apply with respect to any such Participant who returns to service with the Employer or another Participating Employer in the Plan; additional service shall be credited under the terms of this Plan and shall be payable in accordance with the Participant's prior elections.
  - (10) A Pre-Merger Participant who is in active service with Employer on January 1, 2000 and is not receiving a pension, shall be subject to the required distribution provisions under this Plan.
  - (11) To the extent required by law, in the event of a spin-off or termination of the Plan within five years following the date of merger, Plan assets will be allocated in accordance with the provisions of Treasury Regulation section 1.414(l)-1(h).
  - (12) Any Employee first hired by the Employer on or after January 1, 2000, shall be entitled to benefits under the terms of this Plan, without regard to any of the provisions of the former Brunner Plan as described above.
- (b) Notwithstanding the provisions of Section 5.04 to the contrary, if for any reason a Contribution is not made by Brunner Engineering & Mfg., Inc. on or after January 1, 2000, with respect to a Participant for an Hour of Service, as defined in Section 2.21(a) and (b), while the Participant is in Covered Employment with the Employer during any Plan Year, the pro-rata number of Benefit Units described in Section 5.04(a) shall be determined as if Contributions had been made for such Hours of Service in Covered Employment, except that in such circumstance no more than one Benefit Unit shall be credited in said Plan Year.

#### 9.15 SPECIAL PROVISIONS FOR CERTAIN MERGED PLANS – NEW HAVEN FOUNDRY, INC. HOURLY EMPLOYEES' RETIREMENT INCOME PLAN.

- (a) Anything in this Plan to the contrary notwithstanding, the following provisions shall apply to any Participant who was hired

by New Haven Foundry, Inc. prior to January 1, 2001 (*i.e.*, Pre-Merger Participant) and who participated in the New Haven Foundry, Inc. Hourly Employees' Retirement Income Plan (hereinafter "New Haven Plan"). The provisions set forth below define the extent to which any provisions from the New Haven Plan shall continue to apply to any Pre-Merger Participant:

- (1) A Pre-Merger Participant who is in active service with the Employer on January 1, 2001, shall have the monthly amount of his/her Age Pension determined in three parts:
  - (i) for post-merger service on and after January 1, 2001, plus for the months of September, 2000 through December, 2000: in accordance with section 6.01(b) of the Plan, based on the initial Benefit Level set forth in the Participation Agreement immediately following the merger, and the number of Benefit Units credited to the Participant in each Plan Year from September 1, 2000 onward;
  - (ii) for pre-merger service before January 1, 2001, in accordance with the retirement benefit formula in the former New Haven Plan, providing for a benefit level of \$10.25, multiplied by the participant's years of credited service earned through September 30, 1997, as defined and credited under the former New Haven Plan; and
  - (iii) as indicated by any supplement to the Participation Agreement, for either Future Service Only or All Service as defined under (i) (including the months of September, 2000 through December, 2000) and (ii) above, an amount equal to the Benefit Level increase set forth in such supplement. In references to paragraph (iii) in this Section 9.15, the months of September, 2000 through December, 2000 shall be treated as part of "post-merger service" described in paragraph (i), and not as part of "pre-merger service" described in paragraph (ii), unless otherwise indicated.
- (2) A Pre-Merger Participant who is in active service with the Employer on January 1, 2001, shall have his/her continuous service, as defined and credited through the date of merger on January 1, 2001, in accordance with the New Haven Plan, added to his/her Vesting Units or Benefit Units credited under this Plan after the date of merger, for

purposes of the Vesting and retirement eligibility requirements for an Age Pension.

- (3) A Pre-Merger Participant who is in active service with the Employer on January 1, 2001, shall be entitled to retire under the normal retirement provisions of this Plan (age 65) and the early retirement provisions of this Plan (age 55 and Vested). The early retirement actuarial reductions set forth in this Plan shall apply to paragraphs (a)(1)(i), (ii) and (iii) to the extent that the Pre-Merger Participant has fewer than ten (10) years of combined continuous service, as defined and credited under the New Haven Plan, and Vesting Units as defined and credited under this Plan. If the Pre-Merger Participant has combined ten (10) or more years of continuous service and Vesting Units, the actuarial reduction factors applicable under the New Haven Plan (see Appendix G), if any (no reduction if benefit commencement is on or after age 62), shall apply to his/her accrued benefit determined under paragraphs (a)(1)(ii) and (a)(1)(iii) for pre-merger service, and the actuarial reduction factors applicable under this Plan shall apply to his/her accrued benefit determined under paragraphs (a)(1)(i) and (a)(1)(iii) for post-merger service. Under the preceding sentence, no early retirement actuarial reduction shall apply to any portion of the accrued benefit determined for pre-merger service if the participant's employment is terminated at the option of the Employer.
- (4) A Pre-Merger Participant who is in active service with the Employer on January 1, 2001, shall be entitled to retire with an unreduced early retirement benefit with respect to his/her benefit determined under paragraphs (a)(1)(ii) and (iii) for pre-merger service if the Participant: (i) has combined at least 25 years of credited service with the Employer, as defined and credited under the New Haven Plan, and Credited Service under this Plan, of which at least twenty (20) years were earned by August 31, 1997. If the Participant retires on or after age 55, the portion of his/her benefit determined under paragraph (a)(1)(i) and (a)(1)(iii) for post-merger service shall be subject to the actuarial reduction factors applicable under this Plan. If the Participant has not attained age 55 when he/she commences this benefit, payment of the portion of such benefit accrued under this Plan, pursuant to paragraphs (a)(1)(i) and (a)(1)(iii) for post-merger service, shall be deferred until age 55.

- (5) A Pre-Merger Participant who is in active service with the Employer on January 1, 2001, shall be entitled to a “supplemental retirement benefit,” reduced for earnings from any employment, as provided under the New Haven Plan, provided that the Participant satisfies the eligibility requirements for an unreduced early retirement benefit under subparagraph 4 above and retires from the Employer prior to age 62. The supplement is determined as a percentage of \$575.00 that bears the same ratio as the Participant’s years of credited service under the New Haven Plan bear to 25 years of credited service with the Employer. The supplemental retirement benefit is paid only as a single life annuity and only until attainment of age 62 (or earlier return to work for the Employer).
- (6) A Pre-Merger Participant who is in active service with the Employer on January 1, 2001, and who shall have earned at least 25 years of credited service combined under both plans shall be entitled to a minimum monthly retirement benefit of \$300.00 with respect to his/her accrued benefit under the New Haven Plan (as determined under paragraphs (a)(1)(ii) and (a)(1)(iii) for pre-merger service), if at least 25 years are credited under the New Haven Plan. If part of the 25 years of credited service is based on NIGPP Credited Service, the \$300.00 minimum monthly benefit shall be pro-rated in relation to years of credited service earned under the New Haven Plan compared to 25. The minimum monthly benefit shall also apply to any early retirement benefit or terminated vested benefit attributable to service under the New Haven Plan, except that the minimum shall be pro-rated by multiplying \$300.00 by a fraction, the numerator of which is the Participant’s credited service under the New Haven Plan and the denominator of which is 25, and further reduced by any early retirement reduction applicable under the New Haven Plan.
- (7) A Pre-Merger Participant who is in active service with the Employer on January 1, 2001, shall be entitled to a qualified joint and survivor annuity and a qualified pre-retirement survivor annuity with respect to his/her total benefit accrued under both Plans in accordance with the actuarial factors described in Appendix G. A Pre-Merger Participant who is in active service with the Employer on January 1, 2001, shall be entitled to commence receipt of a qualified pre-retirement survivor annuity under the New Haven Plan upon the Participant’s death, with respect to his/her benefit

accrued benefit determined under paragraphs (a)(1)(ii) and (a)(1)(iii) for pre-merger service, with any remaining benefit commencing under the terms of this Plan. There shall be no other death benefit available under the New Haven Plan to such a Pre-Merger Participant. Such a Pre-Merger Participant shall be eligible to elect the Contingent Annuity Options and other Optional Forms of Payment under the terms of this Plan with respect to his/her total accrued benefit, subject to the actuarial factors used to determine such forms of payment under this Plan. A Pre-Merger Participant shall be eligible for a Disability Pension in accordance with the terms of this Plan with respect to his/her total accrued benefit, calculated in accordance with paragraph (a)(1) of this Section 9.15.

- (8) A Pre-Merger Participant who is not in active service with the Employer on January 1, 2001, and who is vested in a benefit under the New Haven Plan shall be entitled to his/her benefit as determined under, and in accordance with, the terms of the New Haven Plan (e.g., normal retirement age 65 or 5<sup>th</sup> anniversary of joining Plan, if later; early retirement actuarial reduction factors in Appendix G). If such a Participant (i) is not vested in a benefit under the New Haven Plan, (ii) returns to service with the Employer or another Participating Employer in the Plan before incurring a break in service (as defined for periods of absence under the New Haven Plan through December 31, 2000, and under this Plan thereafter) and (iii) vests in a benefit based on vesting service credited under both Plans, as described in paragraph (a)(2), the Participant shall be entitled to his/her benefit accrued under the New Haven Plan payable in accordance with the provisions applicable to a Pre-Merger Participant who is in active service with the Employer on January 1, 2001.
- (9) A Pre-Merger Participant who is receiving benefits under the New Haven Plan shall be entitled after the merger to continue receiving benefits under the terms of the New Haven Plan and in accordance with his/her elections pursuant to that Plan. The suspension provisions of this Plan shall apply with respect to any such Participant who returns to service with the Employer or another Participating Employer in the Plan; additional service shall be credited under the terms of this Plan in like manner to a Participant who is in active service with the Employer on January 1,



2001, except that benefits shall be payable in accordance with the Participant's prior elections.

- (10) A Pre-Merger Participant who is in active service with the Employer on January 1, 2001, and is not receiving a pension shall be subject to the required distribution provisions under this Plan.
- (11) To the extent required by law, in the event of a spin-off or termination of the Plan within five years following the date of merger, Plan assets will be allocated in accordance with the provisions of Treasury Regulation section 1.414(l)-1(h).
- (12) Any Employee first hired by the Employer on or after January 1, 2001, shall be entitled to benefits under the terms of this Plan, without regard to any of the provisions of the former New Haven Plan described in this Section 9.15.

#### 9.16 SPECIAL PROVISIONS FOR CERTAIN MERGED PLANS – UNIVERSAL REFRACTORIES INC. HOURLY PENSION PLAN FOR EMPLOYEES OF WAMPUM PA

- (a) Anything in this Plan to the contrary notwithstanding, the following provisions shall apply to any Participant who was hired by the Universal Refractories, Inc. ("Employer") prior to November 1, 2002 (*i.e.*, Pre-Merger Participant) and who participated in the Universal Refractories Inc. Hourly Pension Plan for Employees of Wampum PA (hereinafter "Refractories Plan"). The provisions set forth below define the extent to which any provisions from the Refractories Plan shall continue to apply to any Pre-Merger Participant:
  - (1) A Pre-Merger Participant who is in active service with the Employer on November 1, 2002, shall have the monthly amount of his/her Age Pension determined in two parts:
    - (i) for post-merger service on and after November 1, 2002, in accordance with section 6.01(b) of the Plan, based on the initial Benefit Level set forth in the Participation Agreement immediately following the merger, and the number of Benefit Units credited to the Participant on and after November 1, 2002; except that for the 2002 Plan Year, the determination of benefit units earned during said year shall be based on hours of credited service under the Refractories Plan between January 1, 2002 and October 31, 2002, and

hours of service credited for Benefit Units under the NIGPP between November 1, 2002 and December 31, 2002, as applied to the definition of Benefit Unit under the NIGPP; the Benefit Level in effect on November 1, 2002 shall apply (in place of the benefit level under the Refractories Plan) to determine the Participant's benefit accrual for the 2002 Plan Year; and

- (ii) for pre-merger service before November 1, 2002, in accordance with the retirement benefit formula in the Refractories Plan, as restated in 2001, providing for a benefit level of \$19.00, multiplied by the participant's years of credited service earned through October 31, 2002, as defined and credited under the Refractories Plan; except that credited service and benefits for the period January 1, 2002 through October 31, 2002 shall be determined and calculated as described in (i) above. In no event shall the same service be credited under both plans.
- (2) A Pre-Merger Participant who is in active service with the Employer on November 1, 2002, shall have his/her years of service, as defined and credited through October 31, 2002, in accordance with the Refractories Plan, added to his/her Vesting Units credited under this Plan on and after November 1, 2002, for purposes of the Vesting requirements for an Age Pension or a Disability Benefit under the Plan; except that for the 2002 Plan Year the determination of vesting units earned during said year shall be based on hours of service under the Refractories Plan between January 1, 2002 – October 31, 2002 and hours of service credited for a Vesting Unit under the NIGPP between November 1, 2002 – December 31, 2002, as applied to the definition of Vesting Unit under the NIGPP. The same rules shall apply with respect to (i) years of credited service under the Refractories Plan prior to November 1, 2002, and Benefit Units under the Plan on and after November 1, 2002, for purposes of satisfying any retirement eligibility requirements for an Age Pension; and (ii) hours of service for purposes of determining a participant's break in service under the Refractories Plan prior to November 1, 2002, and Hours of Service for purposes of determining a Break in Service under the Plan for periods on or after November 1, 2002.
- (3) A Pre-Merger Participant who is in active service with the Employer on November 1, 2002, and whose vesting

percentage under the Refractories Plan is less than 100% on November 1, 2002, if he/she is credited with at least one-tenth of a Benefit Unit under this Plan after November 1, 2002, shall be entitled to 100% Vested Rights with respect to his/her total accrued benefit under the Refractories Plan and this Plan, based on at least 5 years of service credited under the Refractories Plan or the Refractories Plan and this Plan combined. If such a Participant is credited with at least 3 years of service but less than 5 years of service as of November 1, 2002, the Participant shall be entitled to the vesting rights and vesting schedule under the Refractories Plan (3 years of service at 20% vesting; 4 years of service at 40% vesting), and such vesting schedule shall apply to vesting service credited under the Refractories Plan and this Plan, until the Participant completes 5 years of service under the Refractories Plan and the Plan combined, at which time the Participant shall have 100% Vested Rights with respect to his/her total accrued benefit. If such a Participant is credited with less than 3 years of service under the Refractories Plan as of November 1, 2002, the Participant shall be subject to the Plan's 5-year cliff vesting schedule.

- (4) A Pre-Merger Participant who is in active service with the Employer on November 1, 2002, and who is credited with at least one-tenth of a Benefit Unit under this Plan after November 1, 2002, shall be entitled to retire under the normal retirement date provisions of this Plan and the early retirement provisions of this Plan, with respect to his/her total accrued benefit under the Refractories Plan and this Plan. A Pre-Merger Participant who is entitled to retire under the Plan's early retirement provisions shall also be subject to the Plan's actuarial reduction factors for early retirement; *i.e.*, 1/3% per month reduction before the Participant's Normal Retirement Date if the Participant is an Eligible Retiree, and 1/2% per month reduction before the Participant's Normal Retirement Date if the Participant is not an Eligible Retiree.
- (5) A Pre-Merger Participant who is in active service with the Employer on November 1, 2002, and who is credited with one-tenth of a Benefit Unit under this Plan after November 1, 2002, shall be entitled to a Post-Retirement Spousal Benefit and a Pre-Retirement Death Benefit for an Eligible Spouse with respect to his/her total benefit accrued under the Refractories Plan and this Plan, in accordance with the terms and conditions for such benefits under Article VII of

the Plan. If such a Participant is married on November 1, 2002, there shall be no minimum marriage requirement; if such a Participant is not married on November 1, 2002, the Plan's one-year marriage requirement shall apply.

- (6) A Pre-Merger Participant who is in active service with the Employer on November 1, 2002, and who is credited with one-tenth of a Benefit Unit under this Plan, shall be entitled to all optional forms of payment available under the Plan with respect to his/her total accrued benefit under the Refractories Plan and the Plan. In addition, payment in the form of a 5-year and 10-year certain and life annuity under the Refractories Plan shall be preserved for a Pre-Merger Participant who is in active service on November 1, 2002, and such Participant may elect such form with respect to his/her total accrued benefit. A Pre-Merger Participant shall not be eligible for, or subject to, the automatic cash-out provision for small benefit amounts under the Refractories Plan, upon ceasing to be a Participant under the Plan. A Pre-Merger Participant who is in active service with the Employer on November 1, 2002, and who is credited with at least one-tenth of a Benefit Unit under this Plan after November 1, 2002, shall be eligible for a Disability Benefit in accordance with the terms of this Plan with respect to his/her total accrued benefit under the Refractories Plan and this Plan.
- (7) A Pre-Merger Participant who is not in active service with the Employer on November 1, 2002, and who is vested in a benefit under the Refractories Plan, shall be entitled to his/her benefit as determined under, and in accordance with, the provisions of the Refractories Plan in effect when the participant terminated service. Section 9.16 shall constitute a restatement of the terms of the Refractories Plan, effective for former Refractories Plan participants who are Participants in active service as of November 1, 2002. Provisions in effect under the Refractories Plan for periods before November 1, 2002 are found in the Plan document for the former Refractories Plan (relevant actuarial factors are reflected in Appendix H).
- (8) A Pre-Merger Participant who is not in active service with the Employer on November 1, 2002, and who is vested in a benefit under the Refractories Plan, but who returns to service with the Employer after November 1, 2002, or who otherwise becomes an Active Participant under the Plan,

shall be treated as any Pre-Merger Participant who is in active service on November 1, 2002, as described in this Section 9.16, if such Participant is credited with at least one-tenth of a Benefit Unit after November 1, 2002. A Pre-Merger Participant who is not in active service with the Employer on November 1, 2002, and who has received a cash-out of his nonforfeitable benefit under the Refractories Plan shall have his/her benefit restored and service recognized under the Refractories Plan by the Plan, if he/she repays the Plan the full amount of the distribution, plus interest compounded annually from the date of distribution at the rate described in Section 411(c)(2)(C) of the Code, before the earlier of five consecutive one-year breaks in service or the participant's fifth anniversary of reemployment with the Employer.

- (9) If a Pre-Merger Participant who is not in active service with the Employer on November 1, 2002, and who is not vested in a benefit under the Refractories Plan, returns to service with the Employer or another Participating Employer after November 1, 2002, before incurring a permanent break in service (as defined under the Refractories Plan for periods through October 31, 2002, and as defined under the Plan for periods on or after November 1, 2002), the Participant shall have vesting service credited under both Plans, as described in paragraph (a)(2), and upon becoming Vested shall be entitled to his/her benefit accrued under the Refractories Plan in a like manner to a Pre-Merger Participant who is in active service with the Employer on November 1, 2002. If such a Participant returns to service after incurring a permanent break in service, as defined above, any service previously credited to the participant under the Refractories Plan shall be disregarded.
- (10) A Pre-Merger Participant who is receiving benefits under the Refractories Plan as of November 1, 2002, shall be entitled after the merger to continue receiving benefits from the Plan under the terms of the Refractories Plan and in accordance with his/her elections pursuant to the Refractories Plan. Suspension shall apply if such Participant returns to service with the Employer or another Participating Employer in the Plan, and additional service shall be credited under the terms of this Plan in a like manner to a Participant who is in active service with the Employer on November 1, 2002, except that benefits shall be payable in accordance with the Participant's prior elections.

- (11) A Pre-Merger Participant who is in active service with the Employer on November 1, 2002, and who is not receiving a pension, shall elect irrevocably to receive benefits on April 1 of the calendar year following the calendar year in which he/she (i) attains 70-1/2, such benefit to be paid while the participant continues in service, or (ii) retires from the Employer. If the latter is elected, his/her benefit at retirement shall be increased to reflect deferred payments from the date referenced in (i).
- (12) To the extent required by law, in the event of a spin-off or termination of the Plan within five years following the date of merger, Plan assets will be allocated in accordance with the provisions of Income Tax Regulations section 1.414(1)-1(h).
- (13) Any Employee first hired by the Employer on or after November 1, 2002, shall be entitled to benefits under the terms of this Plan, without regard to any of the provisions of the former Refractories Plan described in this section 9.16.

9.17 SPECIAL PROVISIONS FOR CERTAIN MERGED PLANS – P.R. HOFFMAN MACHINE PRODUCTS, INC. PENSION PLAN FOR HOURLY EMPLOYEES.

- (a) For purposes of this section, any NIGPP Participant of P.R. Hoffman Machine Products, Inc. (hereinafter the “Employer”) as of the Merger Date (May 3, 2004), who was hired prior to May 3, 2004 and who participated in the P.R. Hoffman Machine Products, Inc. Pension Plan for Hourly Employees (hereinafter “Hoffman Plan”) is a Pre-Merger Participant.
  - (1) Any Employee first hired by the Employer on or after May 3, 2004, shall be entitled to benefits under the terms of this Plan, without regard to any of the provisions of the Hoffman Plan.
  - (2) A Pre-Merger Participant who is in active service with the Employer on May 3, 2004, shall have his/her Benefit Level for pre- and post-merger service determined in accordance with the Participation Agreement in effect immediately following the merger, as modified by supplements to such Participation Agreement.
  - (3) A Pre-Merger Participant who is in active service with the Employer on May 3, 2004, shall have all his/her vesting service, as defined and credited through the date of merger

in accordance with the Hoffman Plan, recognized as Vesting Units under this Plan, except that for the 2004 Plan Year the determination of the vesting unit earned during said year shall be based on hours of service under the Hoffman Plan between January 1, 2004-May 2, 2004 and hours of service credited for a Vesting Unit under the NIGPP between May 3, 2004-December 31,2004, as applied to the definition of Vesting Unit under NIGPP. Notwithstanding the above, if a Participant earns in 2004 a combined total of 750 or more hours of service under the Hoffman Plan and hours of service credited for vesting under NIGPP, said Participant shall be credited with one vesting unit for said year. A Participant with vesting credit under the NIGPP and the Hoffman Plan in 2004 shall be entitled to a maximum of one vesting unit for such year. Vesting credit for periods of service after the Merger Date shall be determined in accordance with the terms of this Plan.

- (4) A Pre-Merger Participant who is in active service with the Employer on May 3, 2004, shall have all his/her benefit service, as defined and credited through the date of merger in accordance with the Hoffman Plan, recognized as Benefit Units under this Plan. Benefit units for periods of service after the Merger Date shall be determined in accordance with the terms of this Plan. In no event shall the same service be credited under both plans.
- (5) A Pre-Merger Participant who is in active service with the Employer on May 3, 2004, and who has been credited with vesting units and benefit service under the Hoffman Plan and the NIGPP as described above, shall be entitled to benefits under the terms of this Plan rather than the Hoffman Plan, except that the NIGPP suspension of benefits provision with regard to a Participant who is receiving an Age Pension and returns to Covered Employment with another NIGPP Employer shall only apply to service accrued after the Merger Date.
- (6) A Pre-Merger Participant who is not in active service with the Employer on May 3, 2004, who is vested in a benefit under the Hoffman Plan but is not yet receiving a pension under said plan, shall be entitled to his/her benefit as determined under, and in accordance with, the terms of the Hoffman Plan (including any joint and survivor option thereunder), except that, to the extent permitted by law, the NIGPP disability benefit provisions shall apply and the Social

Security Equalization Pension of the Hoffman Plan will be replaced by the NIGPP Level Benefit Option.

If such a Participant (i) is not vested in a benefit under the Hoffman Plan, (ii) returns to service with the Employer or another Participating Employer in the Plan before incurring a break in service (as defined for periods of absence under the Hoffman Plan through May 3, 2004, and under this Plan thereafter, except that any partial year of absence under the Hoffman Plan as of May 3, 2004, shall be disregarded), and (iii) vests in a benefit based on Vesting Service credited under both Plans, the Participant shall be entitled to his/her benefit accrual under the Hoffman Plan payable in accordance with the provisions applicable to a Pre-Merger Participant who is in active service with the Employer on May 3, 2004.

- (7) A Pre-Merger Participant who is receiving benefits under the Hoffman Plan shall be entitled to continue receiving benefits under the terms of the Hoffman Plan (including any joint and survivor option thereunder) and in accordance with his/her elections pursuant to that Plan. The suspension provisions of this Plan shall apply with respect to any such Participant who returns to service with the Employer. Upon re-retirement, the Participant shall receive his/her pension under the terms of the Hoffman Plan subject to all previous elections and reductions. Additional service shall be credited under the terms of this Plan and shall be payable in accordance with the Participant's prior elections.
- (8) A Pre-Merger Participant who is in active service with the Employer on May 3, 2004 and is not receiving a pension, shall be subject to the required distribution provisions under this Plan.
- (9) To the extent required by law, in the event of a spin-off or termination of the Plan within five years following the date of merger, Plan assets will be allocated in accordance with the provisions of Treasury Regulation section 1.414(l)-1(h).



9.18 SPECIAL PROVISIONS FOR CERTAIN MERGED PLANS – WISCONSIN ALUMINUM FOUNDRY/USWA LOCAL 125 PENSION PLAN.

(a) For purposes of this section, any Participant who was hired by Wisconsin Aluminum Foundry Company, Inc. (hereinafter the “Employer”) prior to January 1, 2002 and who participated in the Wisconsin Aluminum Foundry/USWA Local 125 Pension Plan (hereinafter “Wisconsin Aluminum Plan”) is a Pre-Merger Participant.

(1) Any Employee first hired by the Employer on or after June 1, 2007, shall be entitled to benefits under the terms of this Plan, without regard to any of the provisions of the Wisconsin Aluminum Plan.

(2) A Pre-Merger Participant who is in active service with the Employer on June 1, 2007 (i.e. has not terminated employment, retired, died or received a disability benefit as of June 1, 2007, and who earns at least one hour of service under NIGPP on or after that date), and a bargaining unit employee hired between January 1, 2002–May 31, 2007 who is in active service with the Employer on June 1, 2007, shall have his/her Benefit Level for pre- and post-merger service determined in accordance with the Participation Agreement in effect immediately following the merger, as modified by supplements to such Participation Agreement. In addition, the provisions of the NIGPP (including the provisions for a disability pension) shall generally apply to Pre-Merger Participants in active service as described above, except to the extent otherwise provided in this Section 9.18.

(3) A Pre-Merger Participant who is in active service with the Employer on June 1, 2007 shall have all his/her vesting service, as defined and credited through the date of merger in accordance with the Wisconsin Aluminum Plan, recognized as Vesting Units under this Plan. A bargaining unit employee hired between January 1, 2002–May 31, 2007 who is in active service with the Employer on June 1, 2007, shall be credited with vesting service through the Merger Date (i.e. June 1, 2007) as if he/she participated in the Wisconsin Aluminum Plan. Vesting credit for periods of service after the Merger Date shall be determined in accordance with the terms of this Plan. The Wisconsin Aluminum Plan vesting schedule shall apply to Pre-Merger Participants in active service on June 1, 2007.

(4) A Pre-Merger Participant who is in active service with the Employer on June 1, 2007 shall have all his/her benefit service, as

defined and credited through the date of merger in accordance with the Wisconsin Aluminum Plan, recognized as Benefit Units under this Plan. A bargaining unit employee hired between January 1, 2002–May 31, 2007 who is in active service with the employer on June 1, 2007, shall be credited with benefit service through the Merger Date as if he/she participated in the Wisconsin Aluminum Plan. Benefit units for periods of service after the Merger Date shall be determined in accordance with the terms of this Plan. In no event shall the same service be credited under both plans.

(5) A Pre-Merger Participant who is in active service with the Employer on June 1, 2007, and who has been credited with vesting service and benefit service under the Wisconsin Aluminum Plan and the NIGPP as described above, shall be entitled to benefits under the terms of this Plan rather than the Wisconsin Aluminum Plan.

(6) A Pre-Merger Participant who is not in active service with the Employer on June 1, 2007, who is vested in a benefit under the Wisconsin Aluminum Plan but is not yet receiving a pension under said plan, shall be entitled to his/her benefit as determined under, and in accordance with, the terms of the Wisconsin Aluminum Plan. If such Participant is re-hired after June 1, 2007 and earns at least one-tenth of a Benefit Unit under NIGPP, he/she will be covered under the terms of the Wisconsin Aluminum Plan for service through his/her original termination date, and covered by NIGPP for service on or after his/her re-hire date.

(7) A Pre-Merger Participant who is receiving benefits under the Wisconsin Aluminum Plan shall be entitled to continue receiving benefits under the terms of the Wisconsin Aluminum Plan and in accordance with his/her existing elections pursuant to that Plan. The suspension provisions of this Plan shall apply with respect to any such Participant who returns to service with the Employer. Upon re-retirement, the Participant shall receive his/her pension under the terms of the Wisconsin Aluminum Plan subject to all previous elections and reductions. Additional service shall be credited under the terms of this Plan and shall be payable in accordance with the Participant's prior elections.

(8) A Pre-Merger Participant who is active on June 1, 2007, and who terminates prior to age 55 and later applies for an early retirement shall receive an early retirement benefit based upon (a) the early retirement reduction factors of the Wisconsin Aluminum Plan applied to his benefits accrued as of June 1, 2007, or (b) the early retirement reduction factors of the NIGPP applied to his

benefits accrued as of his retirement date, whichever produces the larger monthly benefit amount.

(9) The post-disability accrual rules of the Wisconsin Aluminum Plan also will not apply to Pre-Merger Participants, except for Participants already disabled and receiving a disability benefit from the Wisconsin Aluminum Plan as of May 31, 2007.

(10) The pre-retirement death benefit for non-spouse beneficiaries under the Wisconsin Aluminum Plan also will not apply to Pre-Merger Participants. Non-spouse beneficiaries already receiving such benefit as of May 31, 2007 will not be affected.

(11) The lump sum option under the provisions of the Wisconsin Aluminum Plan for participants retiring with a monthly benefit of less than \$100 shall continue to be available to Pre-Merger Participants regardless of whether they are active or inactive as of June 1, 2007.

(12) Notwithstanding the provisions of Section 9.18(a)(3) and (4), a Pre-Merger Participant who is in active service with the Employer on June 1, 2007, and a bargaining unit employee hired between January 1, 2002–May 31, 2007, who is in active service with the Employer on June 1, 2007, shall have his/her vesting service and benefit service for the period January 1, 2007–May 31, 2007 determined in accordance with this Plan rather than in accordance with the Wisconsin Aluminum Plan.

ARTICLE X  
FUNDING OF THE PLAN

10.01 CONTRIBUTIONS

- (a) A Participating Employer shall be required to make Contributions to the Trust Fund, at the rate set forth in the Participation Agreement, for all Participants covered by that Participation Agreement and shall not exclude any Employee in the collective bargaining unit represented by the Union, except that a Participating Employer and a Union may agree to a Waiting Period for new Employees hired into Covered Employment.
- (b) No Contributions to the Trust Fund by any Participant shall be required or permitted.

10.02 PAYMENT OF AGE PENSIONS AND DISABILITY PENSIONS

All Age Pensions and Disability Pensions under the Plan shall be payable through the Funding Agency or Agencies. All Contributions, after payment of the expenses of the Board in administering the Plan, shall be remitted to the Funding Agency or Agencies. Anything in the Plan to the contrary notwithstanding, no Age Pension or Disability Pension shall be payable except those which can be provided by the assets held by the Funding Agency or Agencies. The Board may at any time or times remove, substitute or add a Funding Agency or Agencies.

10.03 DELINQUENCY IN CONTRIBUTIONS

- (a) Within 30 days after receiving written notification by the Board of approval of its Participation Agreement, or any supplement thereto, the Participating Employer shall pay to the Trust Fund all Contributions accrued up to (but not including) the calendar month in which such written notification is received. Contributions for each subsequent month shall be due 30 days after the end of such month and shall be remitted on or before such due date, in the manner and place specified by the Board.
- (b) In the event of delinquency in the timely payment of any Contributions and written notification thereof to the Participating Employer by the Board, such Participating Employer shall be required to pay to the Trust Fund the unpaid Contributions plus interest on the unpaid Contributions determined as follows:

- (1) Interest on delinquent Contributions, in accordance with the policy established from time to time by the Board, shall be computed for the number of full quarters, months and days from their due dates to the date paid. The date paid shall be the date on which the payment is received.
  - (2) The interest rate charged for such calendar quarter (or part thereof) shall be at an annual rate equal to the prime rate plus two percent, based upon the prime rate as published in the Wall Street Journal for the 15th day (or next business day) of the month preceding the beginning of each calendar quarter.
  - (3) Interest that has accrued for more than one year shall be compounded daily.
- (c) In the event that the Plan brings a legal action against a Participating Employer to collect delinquent Contributions and a judgment is awarded to the Plan, such Participating Employer shall be required to pay to the Trust Fund:
- (1) the unpaid Contributions,
  - (2) interest on the unpaid Contributions as calculated in Section 10.03(b),
  - (3) an amount equal to the greater of
    - (A) the interest on the unpaid Contributions, or
    - (B) liquidated damages of 20 percent of the unpaid Contributions, and
  - (4) reasonable attorneys fees, costs of the action, and expenses of the Plan incident to the delinquency, and such other legal or equitable relief as the court deems appropriate.
- (d) The Board shall furnish a copy of any notice of delinquency to the Union.

ARTICLE XI  
AMENDMENT AND TERMINATION  
OF THE PLAN

11.01 AMENDMENT OF PLAN

- (a) Except as provided in Section 11.01(c) and this Section 11.01(a), the Board, in its sole and complete discretion, may from time to time modify, alter or amend the Plan in any respect, retroactively or otherwise, to achieve any result, including, to redetermine the Benefit Levels then in effect under the Plan to the extent and in the manner that is determined to be warranted based on the experience of the Plan, provided that no such modification, alteration, amendment or redetermination:
  - (1) shall be effective to the extent it would result in the Plan's no longer being qualified pursuant to section 401(a) of the Code and in the Trust Fund's no longer being exempt from federal income taxation under section 501(a) of the Code, in the Plan's no longer constituting a multiemployer plan under section 414(f) of the Code, or the Plan's no longer being in compliance with ERISA, or
  - (2) shall change the rate of Contribution under an existing Participation Agreement.

The Board may exercise this authority with respect to any Benefit Levels in effect under the Plan regardless of whether the Participating Employer and Union have specified the Benefit Level or Contribution rate in the Participation Agreement.

- (b) If the Plan's vesting provisions are amended or the Plan is amended in any way that directly or indirectly affects the computation of a Participant's Vested Rights, each Participant with at least three Vesting or Benefit Units may elect within the period specified in the following paragraph after the adoption of the amendment or change to have the Participant's Vested Rights computed under the Plan without regard to such amendment or change. For Participants who do not have at least one Hour of Service in any Plan Year beginning after December 31, 1988, the preceding sentence shall be applied by substituting "five Vesting or Benefit Units" for "three Vesting or Benefit units" where such language appears.

The period during which the election may be made shall commence with the date the amendment is adopted or deemed to be made and shall end on the latest of:

- (1) 60 days after the amendment is adopted,
  - (2) 60 days after the amendment becomes effective, or
  - (3) 60 days after the Participant is issued written notice of the amendment by the Participating Employer or the Board.
- (c) No amendment shall either retroactively decrease the Benefit Level applicable to any Benefit Units credited to any Participant or the number of Benefit Units credited to any Participant, or retroactively eliminate an early retirement subsidy or optional form of benefit, except:
- (1) as necessary to establish or maintain the qualification of the Plan or the Trust Fund under the Code and to maintain compliance with the requirements of ERISA,
  - (2) pursuant to section 302(c)(8) of ERISA and section 412(c) of the Code, and the Secretary of Labor has been notified of such amendment and has either approved of it, or within 90 days after the date on which such notice was filed, the Secretary failed to disapprove, or
  - (3) in the event of the termination of Plan pursuant to section 4281 of ERISA.

#### 11.02 TERMINATION OF PLAN

- (a) The Plan will terminate if one of the following occurs:
- (1) the Plan is amended to provide that no Participant will be credited with any additional Vesting Units or Benefit Units after the effective date of such amendment, or
  - (2) every Participating Employer withdraws (as defined in Section 4203(a) of ERISA) from the Plan or every Participating Employer ceases to have an obligation to contribute under the Plan, or
  - (3) the Plan is amended to become an individual account plan, or

- (4) a determination is made to terminate the Plan by the PBGC or by an appropriate court of law.
- (b) Upon termination of the Plan, the Age Pension accrued under the Plan for each affected Participant as of the date of termination shall be nonforfeitable. However, in the event of such termination, each Participant shall have recourse toward satisfaction of the Participant's nonforfeitable rights to the Participant's Age Pension only from Plan Assets, or from the PBGC to the extent that it guarantees Plan benefits.
- (c) Upon termination of the Plan, any Age Pension or Disability Pension payable or Contributions due hereunder shall be subject to the terms of section 4041A of ERISA.

#### 11.03 NOTICE OF AMENDMENT OR TERMINATION

The Board shall periodically furnish to each Participating Employer and Union a copy of any amendment to or material modification of the Plan. The Board shall promptly notify each Participating Employer and Union in the event of the termination of the Plan.



ARTICLE XII  
EMPLOYER WITHDRAWAL LIABILITY

12.01 GENERAL

The Multiemployer Pension Plan Amendments Act of 1980 (MPPAA), as amended, obligates a Participating Employer to pay Withdrawal Liability to the Plan if such an Employer partially or completely withdraws from the Plan. The Plan hereby adopts and incorporates by reference the Withdrawal Liability definitions and provisions contained in and required to be applied by the MPPAA, except that, with respect to certain provisions of the MPPAA which permit alternatives or discretion, the provisions specified in this Article or in rules adopted by the Board shall govern. A Participating Employer's Withdrawal Liability, except for those not liable pursuant to the application of Section 12.04, shall be determined under Section 12.02 and reduced by the amount, if any, applicable under Section 12.03.

12.02 METHOD FOR COMPUTING WITHDRAWAL LIABILITY

A withdrawing Participating Employer's Withdrawal Liability, subject to possible reduction under Section 12.03, equals (a) minus (b) below, where:

- (a) equals the value, as of the December 31 preceding withdrawal, of the benefits payable under the Plan attributable to service with the withdrawing Participating Employer, as of the December 31 preceding withdrawal as determined under Article VI of the Plan without regard to Article VIII of the Plan; and
- (b) equals the "share" of "Adjusted Plan Assets," allocable to the withdrawing Participating Employer for this purpose, as of such December 31, where:
  - (1) "Adjusted Plan Assets" equals Plan Assets, plus
    - (i) the value of all outstanding claims for Withdrawal Liability which can reasonably be expected to be collected after such December 31 from Participating Employers that withdrew before the Plan Year ending on such December 31, minus
    - (ii) the value of benefits payable under the Plan after such December 31 for service with all Participating Employers who do not have an obligation to contribute

under the Plan in the Plan Year ending on such December 31, and

- (2) the "share" is a fraction:
  - (i) the numerator of which is the sum of all Contributions made to the Plan through such December 31 by the withdrawing Participating Employer, accumulated with interest to such December 31, and
  - (ii) the denominator of which is the sum of all Contributions made to the Plan through such December 31 by all Participating Employers who have an obligation to contribute to the Plan during the Plan Year ending on such December 31, accumulated with interest to such December 31.

The values and interest referred to in this Section 12.02 shall be based on actuarial assumptions established from time to time by the Plan's actuary in accordance with applicable law. Effective with respect to any withdrawal occurring on or after September 10, 2009, notwithstanding any provision of the Plan to the contrary, "Plan Assets" for purposes of this Section 12.02 shall mean the market value of the assets of the Plan.

#### 12.03 DE MINIMIS RULE

- (a) If the amount of the Withdrawal Liability calculated under Section 12.02 is less than \$150,000, such amount shall be reduced by the smaller of:
  - (1) three-quarters of one percent of the Plan's unfunded vested obligations (determined as of the end of the Plan Year preceding withdrawal), or
  - (2) \$50,000,minus the amount, if any, by which the Withdrawal Liability calculated under Section 12.02 exceeds \$100,000.
- (b) Section 12.03(a) does not apply:
  - (1) to a Participating Employer who withdraws in a Plan Year in which substantially all Participating Employers withdraw from the Plan, or

- (2) to a Participating Employer who withdraws from the Plan pursuant to an agreement or arrangement in which substantially all Participating Employers withdraw from the Plan during a period of one or more Plan Years.
- (c) In any action or proceeding to determine or collect Withdrawal Liability, if substantially all Participating Employers have withdrawn from the Plan within a period of three Plan Years, a Participating Employer who has withdrawn from the Plan during such period shall be presumed to have withdrawn from the Plan pursuant to an agreement or arrangement, unless the Participating Employer proves otherwise by a preponderance of the evidence.

#### 12.04 "FREE LOOK"

- (a) A Participating Employer that withdraws from the Plan in complete or partial withdrawal is not liable to the Plan for Withdrawal Liability if:
  - (1) the Participating Employer first had an obligation to contribute to the Plan after September 26, 1980,
  - (2) the period between the Participating Employer's first Contribution Commencement Date and the date of withdrawal is less than three years,
  - (3) the Participating Employer was required to make Contributions to the Plan for each Plan Year in such period in an amount equal to less than two percent of the sum of all Contributions made to the Plan for such year, and
  - (4) has not previously avoided Withdrawal Liability because of the application of this Section 12.04.
- (b) Section 12.04(a) shall apply to a Participating Employer only if the ratio of:
  - (1) the Plan Assets for the Plan Year preceding the first Plan Year for which the Participating Employer was required to contribute to the Plan, to
  - (2) the benefit payments made during that Plan Year, was at least eight to one.
- (c) In the case of an Employer that joins the Plan on or after January 1, 2007 as a future service only Employer, the requirements of

subsections (a) and (b) above shall continue to apply except that the period described in subsection (a)(2) shall be four years instead of three.

#### 12.05 PAYMENT OF WITHDRAWAL LIABILITY

- (a) Each Participating Employer shall pay to the Trust Fund such amounts as may be due as a result of a partial or complete withdrawal from the Plan, as determined by the Board in accordance with this Article XII. Withdrawal Liability amounts shall be payable in the manner and form determined by the Board. The Board shall have full authority to adopt rules and regulations setting forth procedures for the determination and collection of Withdrawal Liability which shall be binding on Participating Employers.
- (b) Interest on delinquent Withdrawal Liability payments shall be calculated using the same rates as are used for purposes of delinquent Contributions in Section 10.03(b).
- (c) The Plan may declare a default and require immediate payment of the total outstanding amount of a withdrawing Participating Employer's Withdrawal Liability plus accrued interest on the total outstanding liability from the due date of the first payment which was not timely made:
  - (1) if a withdrawing Participating Employer fails to make, when due, any payment under this Article, if the failure is not cured within 60 days after the Participating Employer receives written notification from the Plan of such failure, or
  - (2) if the withdrawing Participating Employer is the subject of a petition in Bankruptcy Court, if the Plan learns of the planned liquidation or dissipation of the Participating Employer's assets, or if the Plan learns of other circumstances which indicate a substantial likelihood that a withdrawing Participating Employer will be unable to pay its Withdrawal Liability.
- (d) If the Plan brings a legal action against a Participating Employer to collect delinquent Withdrawal Liability payments and judgment is awarded to the Plan, such Participating Employer shall be required to pay interest, liquidated damages, attorneys fees and costs in the same manner and amount provided in Section 10.03(c) for the collection of delinquent Contributions.

ARTICLE XIII  
MAXIMUM AGE PENSION

13.01 LIMITATION ON ANNUAL AMOUNTS

- (a) Effective for Limitation Years beginning on or after January 1, 2008, notwithstanding anything in this Plan to the contrary, in no event shall the Plan pay benefits, and in no event shall any Participant accrue benefits under this Plan, in excess of the maximums specified for qualified multiemployer defined-benefit plans by section 415 of the Internal Revenue Code and the final regulations issued thereunder. To the extent that such maximums are increased following a Participant's termination of employment or commencement of benefits, including increases in such maximums that occur pursuant to section 415(d) of the Internal Revenue Code, a Participant's benefit otherwise limited by this section shall be adjusted to reflect the increased maximum, regardless of whether the Participant's Age Pension Date preceded the calendar year of the adjustment. The provisions of section 415 of the Code and the final regulations promulgated thereunder shall be applied in accordance with the rules specified in this Article XIII in determining the extent to which benefits provided under this Plan shall be limited in order to comply with Section 415 of the Code.
- (b) Benefits payable by a Participating Employer under any other defined benefit plan that is not a multiemployer plan to a Participant in this Plan shall be aggregated with the benefits provided to the Participant under this Plan by such Participating Employer to the extent required by, and in accordance with, section 415 of the Code and the final regulations promulgated thereunder; however, the pension payable under such other defined benefit plan shall be limited before the pension payable under this Plan is limited, so as to preclude such aggregated pension benefits from exceeding the limitations of this Article XIII. The Trustees shall be entitled to rely on a representation by an Employer that the pension payable to a Participant under this Plan, to the extent attributable to employment with that Employer, does not, together with any other pension payable to him under any other plan maintained by that Employer (to the extent that aggregation of such benefits is required by section 415 of the Internal Revenue Code and final

regulations issued thereunder), exceed the limitations of section 415.

- (c) For purposes of this Article XIII, when adjusting the annual dollar limitation for benefits commencing before age 62 or after age 65, no adjustment shall be made to such limitation to reflect the probability of a Participant's death between the Participant's Age Pension Date and age 62, or between age 65 and the Participant's Age Pension Date, as applicable.

### 13.02 DEFINITIONS APPLICABLE TO THIS SECTION

- (a) "Limitation Year" shall mean a calendar year.
- (b) "Compensation" of a Participant shall mean compensation as defined in the safe harbor definition of compensation provided in Treasury Regulation section 1.415(c)-2(d)(3) (entitled "Section 3401(a) wages"). "Compensation" shall include compensation paid to a Participant after a severance from service, as defined in Treasury Regulation section 1.415(b)-1(f)(5), but only if such compensation is paid not later than the later of two and one-half (2 ½) months after such severance, or the end of the Limitation Year that includes the severance and is either regular compensation for services performed during the Participant's regular working hours, or compensation for service performed outside the Participant's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar payments, that would have been paid to the Participant if the Participant had continued in employment with the Employer, or payment for unused accrued bona fide sick, vacation, or other leave, and the Participant would have been able to use the leave if employment had continued. In addition, with respect to any Participant who has less than ten (10) Vesting Units, such Participant's Vesting Units shall be deemed, solely for purposes of adjusting the limitations applicable to the Participant as required by this Article XIII, to include any periods during which such Participant is permanently and totally disabled within the meaning of Section 415(c)(3)(C)(i) of the Code. "Compensation" shall include any "differential wage payments," as defined in section 3401(h) of the Code, paid by a Participating Employer to a Participant on and after January 1, 2009.

ARTICLE XIV  
RULES FOR TOP HEAVY PLANS

14.01 DEFINITIONS

- (a) "Key Employee" means any Employee or former Employee (and any beneficiary of such employee) who at any time during the determination period was:
- (1) an officer of a Participating Employer, having an annual compensation greater than 150 percent of the dollar limit in effect under section 415(c)(1)(A) of the Code for Plan Years beginning after December 31, 1984; and, for Plan Years beginning after December 31, 1986, having annual compensation greater than 50 percent of the amount in effect under section 415(b)(1)(A) of the Code;
  - (2) one of the ten Employees of the Participating Employer having annual compensation from the Participating Employer of more than the limitation in effect under section 415(c)(1)(A) of the Code and owning (or considered owning under section 318 of the Code) the largest interests in the Participating Employer;
  - (3) a more than five percent owner of a Participating Employer;  
or
  - (4) a more than one percent owner of a Participating Employer who has an annual compensation of more than \$150,000.

For Plan Years beginning after December 31, 2001, "Key Employee" means any Employee or former Employee (including any deceased Employee) who at any time during the Plan Year that includes the Determination Date was an officer of a Participating Employer having annual compensation greater than \$130,000 (as adjusted under section 416(i)(1) of the Code for Plan Years beginning after December 31, 2002), a five percent owner of a Participating Employer, or a one percent owner of a Participating Employer having annual Compensation of more than \$150,000. For this purpose, annual Compensation means compensation within the meaning of section 415(c)(3) of the Code.

The determination period of the Plan is the Plan Year containing the Determination Date (defined in Section 14.01(f)) and the four preceding Plan Years. The determination of who is a Key Employee

will be made in accordance with section 416(i)(1) of the Code and the regulations thereunder.

- (b) "Top-Heavy Plan" means, with respect to each Participating Employer considered individually, this Plan for any Plan Year beginning after December 31, 1983, if any of the following conditions exist:
- (1) the Top-Heavy Ratio with respect to a Participating Employer exceeds 60 percent and this Plan is no part of any Required Aggregation Group or Permissive Aggregation Group of plans, or
  - (2) this Plan is a part of a Required Aggregation Group of plans (but which is not part of a Permissive Aggregation Group) and the Top-Heavy Ratio for the group of plans exceeds 60 percent, or
  - (3) this Plan is a part of a Required Aggregation Group of plans and part of a Permissive Aggregation Group and the Top-Heavy Ratio for the Permissive Aggregation Group exceeds 60 percent.
- (c) "Top-Heavy Ratio" means:
- (1) If a Participating Employer maintains one or more defined benefit plans and such Employer has never maintained any defined contribution plans (including any simplified employee pension plan) which during the five-year period ending on the Determination Date have covered or could cover a Participant in this Plan, the Top-Heavy Ratio is a fraction, the numerator of which is the sum of the present values of accrued pensions of all Key Employees of the Participating Employer as of the Determination Date (including any part of any accrued pensions distributed in the five-year period ending on the Determination Date), and the denominator of which is the sum of the present value of all accrued pensions (including any part of any accrued pension distributed in the five-year period ending on the Determination Date) of all Participants of the Participating Employer as of the Determination Date, determined pursuant to section 416 of the Code and the regulations thereunder.
  - (2) If a Participating Employer maintains one or more defined benefit plans and such Participating Employer maintains or has maintained one or more defined contribution plans



(including any simplified employee pension plan) which during the five-year period ending on the Determination Date have covered or could cover a Participant in this Plan, the Top-Heavy Ratio is a fraction, the numerator of which is the sum of the present value of accrued pensions under the defined benefit plans for all such Key Employee of the Participating Employer and the sum of account balances under the defined contribution plans for all such Key Employees and the denominator of which is the sum of the present value of accrued pensions under the defined benefit plans for all participants of the Participating Employer and the sum of the account balances under the defined contribution plans for all such participants, all determined pursuant to section 416 of the Code and the regulations thereunder. The present value of accrued pensions and the account balances in both the numerator and denominator of the Top-Heavy Ratio are increased for any distribution of an account balance or accrued pension made in the five-year period ending on the Determination Date.

- (3) For purposes of (1) and (2) above, the value of account balances and the present value of accrued pensions 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. The account balances and accrued pensions of a Participant who is not a Key Employee but who was a Key Employee in a prior year will be disregarded. For Plan Years beginning after December 31, 1984 the accrued pension and account balance for any individual who has not received compensation from any Participating Employer (other than Plan benefits) during the five-year period ending on the Determination Date will not be taken into account. The calculation of the Top-Heavy Ratio, and the extent to which distributions, rollovers, and transfers are taken into account, will be made pursuant to section 416 of the Code and the regulations thereunder. Deductible employee contributions will be taken into account for purposes of computing the Top-Heavy Ratio for Plan Years beginning after 1984. When aggregating plans, the value of account balances and accrued pensions will be calculated with reference to the Determination Dates that fall within the same calendar year. In the case of a defined contribution plan not subject to the minimum requirements of section 412 of the Code, only Contributions actually made after the Valuation Date but on or before the Determination Date will be included in the account balance.

- (d) "Required Aggregation Group" means (1) each qualified plan of a Participating Employer in which at least one Key Employee participated in the Plan Year containing the Determination Date or any of the four preceding Plan Years, and (2) each other qualified plan of such Participating Employer which, during this period, enabled a plan described in (1) to satisfy the requirements of section 401(a)(4) and section 410 of the Code.
- (e) "Permissive Aggregation Group" means the Required Aggregation Group of plans plus any other plan or plans of a Participating Employer which, when considered as a group with the Required Aggregation Group, would continue to satisfy the requirements of section 401(a)(4) and section 410 of the Code.
- (f) "Determination Date" means, for any Plan Year subsequent to the first Plan Year, the last day of the preceding Plan Year, and for the first Plan Year of the Plan, the last day of that year.
- (g) "Valuation Date" means, for each defined benefit plan, the date used to determine costs for section 412 of the Code for the Plan Year ending on the Determination Date and, for each defined contribution plan, the last scheduled date for determining adjusted accounts in the Plan Year ending on the Determination Date.
- (h) "Present Value" means, when used to determine the present value of accrued pensions for the Top-Heavy Ratio, the 1984 Unisex Pensioner Mortality Table and six percent interest. Prior to January 1, 1989, Present Value was based on the Plan's actuary's valuation interest assumptions last reported to the Board and the unisex mortality table underlying the PBGC annuity rates for the current calendar year.
- (i) "Top-Heavy Compensation" means W-2 compensation from the Participating Employer for the calendar year ending with or within the Plan Year. Effective with respect to Plan Years beginning after December 31, 2007, "Top-Heavy Compensation" means compensation as defined in the safe harbor definition of compensation provided in Treasury Regulation section 1.415(c)-2(d) (entitled "Section 3401(a) wages").
- (j) "Top-Heavy Average Compensation" means the average of Top-Heavy Compensation for the five highest paid consecutive calendar years during the period ending on the last day of the most recent Top-Heavy Plan Year. Years in which the Participant is not credited with a Vesting Unit are excluded from the average.

#### 14.02 MINIMUM ACCRUED PENSION

- (a) Notwithstanding any other provision in this Plan except (b), (c) and (d) below, for any Plan Year in which this Plan is Top-Heavy with respect to a Participating Employer, each Participant of such Employer who is credited with a Vesting Unit will accrue a benefit (expressed as a life annuity commencing at the Participant's Normal Retirement Date) of not less than two percent of Participant's Top-Heavy Average Compensation. This minimum accrual is determined without regard to any Social Security contribution. The minimum accrual applies even though under other Plan provisions the Participant would not otherwise be entitled to receive an accrual, or would have received a lesser accrual for the year because (1) the Participant's compensation is less than a stated amount, (2) Participant is not employed on the last day of the accrual computation period, or (3) the Plan is integrated with Social Security.
- (b) No additional benefit accruals will be provided pursuant to (a) above to the extent that the total accruals on behalf of the Participant will provide a benefit expressed as a life annuity commencing at the Participant's Normal Retirement Date that equals or exceeds 20 percent of the Participant's Top-Heavy Average Compensation.
- (c) The provisions in (a) above will not apply to any Participant to the extent that the Participant is covered under any other plan or plans of the Participating Employer; in that case, the minimum allocation or benefit requirement applicable to this Top-Heavy Plan will be met in the other plan or plans.
- (d) If this Plan becomes Top-Heavy with respect to a Participating Employer, and, as a result, this Plan is required to provide minimum vesting pursuant to Section 14.06 and/or minimum benefits pursuant to this Section 14.02, then such Participating Employer shall be required to make a Contribution to the Trust Fund in such amount as the Trustees and the Plan's actuary determine is necessary to fund the Top-Heavy vesting and/or benefits for Employees of such Participating Employer.

#### 14.03 DETERMINATION OF ALTERNATE BENEFIT

If the form of benefit is other than a single life annuity, the Participant will receive an amount that is the equivalent of the minimum single life annuity benefit; such amount will be determined using the factors shown

in Appendices A and B whichever is applicable. If the benefit commences at a date prior to the Participant's Normal Retirement Date for reasons other than eligibility for a Disability Pension, the Participant will receive an amount that is at least equal to the minimum single life annuity benefit commencing at the Participant's Normal Retirement Date reduced by one-half of one percent for each full month by which the Participant's Pension Date precedes the Participant's Normal Retirement Date and further reduced as described in the preceding sentence if the form of benefit is other than a single life annuity.

#### 14.04 NONFORFEITABILITY OF MINIMUM ACCRUED BENEFIT

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

#### 14.05 COMPENSATION LIMITATION

For any Plan Year in which the Plan is Top-Heavy with respect to a Participating Employer, only the first \$200,000 (or such larger amount as may be prescribed by the Secretary of Treasury) of annual compensation of each Participant of such Participating Employer will be taken into account for purposes of determining benefits under the Plan.

#### 14.06 MINIMUM VESTING DURING TOP-HEAVY YEARS

For any Plan Year in which this Plan is Top-Heavy with respect to a Participating Employer, the minimum vesting schedule described below will automatically apply. The minimum vesting schedule applies to all benefits of Participants of such Participating Employer within the meaning of section 411(a)(7) of the Code, including benefits accrued before the effective date of section 416 of the Code and benefits accrued before the Plan became Top-Heavy. Further, no reduction in vested benefits may occur in the event the Plan's status as Top-Heavy changes for any Plan Year with respect to the Participating Employer. However, this Section 14.06 does not apply to the accrued pension of any Participant who does not have an Hour of Service after the Plan has initially become Top-Heavy.

The nonforfeitable interest of each Participant in the Participant's accrued pension will be determined on the basis of the vesting requirements that apply while the Plan is not Top-Heavy or the following table, whichever causes the Participant to vest at an earlier date or provides the Participant with a larger percentage (the basis that applies is the "minimum vesting schedule"):

20 percent vesting after two years of service  
40 percent vesting after three years of service  
60 percent vesting after four years of service  
80 percent vesting after five years of service  
100 percent vesting after six years of service

If the vesting schedule under the Plan shifts in or out of the above schedule for any Plan Year because of the Plan's Top-Heavy status, such shift is an amendment to the vesting schedule. Each Participant of the Participating Employer who has three or more Vesting Units at the time of such amendment will continue to have the above schedule apply to determine the Participant's nonforfeitable interest. For Participants who do not have at least one Hour of Service in any Plan Year beginning after December 31, 1988 the preceding sentence shall be applied by substituting "five or more Vesting Units" for "three or more Vesting Units" where such language appears. For other Participants the above schedule will apply only to their accrued pension at the time of such amendment.

#### 14.07 ADDITIONAL BENEFIT TO BE PROVIDED BY A TOP-HEAVY PLAN WHEN BOTH A DEFINED BENEFIT AND DEFINED CONTRIBUTION PLAN ARE MAINTAINED

If a Participating Employer also maintains a defined contribution plan under which the Participants under this Plan may also be covered, then in any year where the Plan is Top-Heavy but not Super Top-Heavy, the minimum accrued pension will not be that described in Section 14.02; instead a minimum contribution equal to seven and one-half percent of each Participant's Top-Heavy Average Compensation will be provided under the defined contribution plan which covers each such Participant.

**APPENDIX A**

**50% Contingent Annuity Factors (see Section 7.01(b))**

**Age Nearest Birthday on Participant's Age Pension Date**

	Contingent Annuitant's Age																													
	20*	25	30	35	40	45	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	75	80	85**
55	.874	.879	.884	.890	.898	.908	.920	.922	.924	.926	.929	.932	.934	.937	.939	.941	.944	.946	.949	.952	.953	.956	.958	.961	.963	.965	.967	.977	.984	.990
56	.867	.871	.876	.883	.891	.901	.913	.916	.918	.921	.924	.926	.928	.931	.934	.937	.939	.941	.944	.947	.950	.952	.954	.957	.959	.962	.964	.974	.982	.988
57	.859	.863	.869	.876	.884	.895	.906	.909	.912	.914	.917	.920	.923	.926	.928	.931	.934	.937	.939	.942	.945	.948	.951	.953	.955	.958	.961	.972	.982	.988
58	.851	.856	.861	.868	.876	.887	.900	.903	.905	.908	.911	.913	.916	.919	.923	.926	.929	.931	.934	.937	.940	.943	.946	.949	.952	.955	.957	.969	.979	.987
59	.843	.847	.852	.859	.869	.880	.892	.895	.898	.901	.904	.907	.910	.914	.916	.919	.923	.926	.929	.932	.935	.938	.941	.944	.947	.950	.953	.966	.977	.985
60	.834	.838	.844	.851	.860	.871	.885	.888	.891	.894	.897	.900	.903	.906	.910	.913	.917	.919	.923	.926	.930	.933	.936	.939	.943	.946	.949	.964	.975	.984
61	.825	.829	.835	.842	.851	.863	.876	.879	.882	.886	.889	.892	.896	.899	.903	.906	.909	.913	.917	.920	.923	.927	.931	.934	.937	.941	.944	.959	.973	.982
62	.815	.819	.825	.833	.842	.854	.868	.871	.875	.878	.881	.885	.888	.891	.895	.899	.902	.906	.910	.913	.917	.921	.925	.928	.932	.936	.939	.956	.970	.980
63	.805	.810	.815	.822	.832	.845	.859	.862	.865	.869	.872	.876	.879	.883	.887	.891	.895	.898	.902	.906	.910	.914	.918	.922	.926	.929	.933	.951	.967	.978
64	.795	.799	.804	.812	.822	.834	.849	.852	.856	.859	.863	.867	.871	.874	.878	.882	.886	.890	.894	.899	.902	.906	.911	.915	.919	.923	.928	.947	.963	.976
65***	.783	.788	.794	.801	.811	.824	.839	.842	.846	.850	.853	.857	.861	.865	.868	.873	.877	.881	.886	.890	.894	.899	.903	.907	.912	.916	.921	.942	.960	.973

\*If the Contingent Annuitant's age is less than 20, use Contingent Annuitant age 20.

\*\*If the Contingent Annuitant's age is greater than 85, use Contingent Annuitant age 85.

\*\*\*If the Age Pension Date is after the Participant's Normal Retirement Date, use the factor that would have applied on the Participant's Normal Retirement Date.

For Contingent Annuitant's age between those shown on the table, the factor will be found by linearly interpolating between the factors shown for the two Contingent Annuitant's ages closest to the actual age.

For the Pre-Retirement Death Benefit to Eligible Spouse, if the Participant dies before age 55 and before July 1, 2001, use the factor based on age 55 for the Participant and on the age the Contingent Annuitant will be on the first of the month coinciding with or next following the date the Participant would have reached age 55.

**APPENDIX B**

**100% Contingent Annuity Factors (see Section 7.01(b))**

**Age Nearest Birthday on Participant's Age Pension Date**

	Contingent Annuitant's Age																													
	20*	25	30	35	40	45	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	75	80	85**
55	.777	.784	.792	.802	.816	.832	.851	.855	.859	.864	.868	.872	.876	.881	.885	.890	.894	.898	.903	.907	.912	.916	.920	.924	.929	.932	.937	.955	.969	.980
56	.765	.772	.780	.791	.804	.821	.841	.845	.849	.853	.858	.862	.867	.872	.876	.881	.886	.890	.894	.899	.904	.908	.913	.918	.922	.927	.931	.950	.967	.978
57	.754	.760	.769	.779	.792	.810	.830	.834	.838	.843	.848	.853	.857	.862	.866	.872	.877	.881	.886	.891	.896	.901	.906	.910	.915	.920	.924	.946	.963	.976
58	.741	.748	.756	.767	.781	.798	.818	.823	.827	.832	.837	.842	.846	.851	.856	.862	.867	.872	.877	.883	.887	.893	.898	.903	.908	.913	.918	.941	.959	.973
59	.728	.735	.743	.754	.768	.786	.807	.811	.816	.821	.825	.830	.836	.841	.846	.851	.857	.862	.868	.873	.878	.884	.889	.895	.900	.905	.911	.935	.956	.971
60	.716	.722	.731	.741	.755	.773	.794	.798	.803	.808	.814	.819	.824	.830	.834	.840	.846	.852	.857	.863	.869	.875	.880	.886	.891	.897	.903	.929	.951	.968
61	.702	.709	.717	.728	.741	.760	.781	.786	.791	.796	.801	.807	.812	.817	.823	.829	.835	.841	.846	.852	.859	.864	.870	.877	.882	.889	.894	.923	.946	.964
62	.689	.695	.703	.714	.728	.745	.768	.773	.778	.783	.788	.794	.799	.804	.810	.817	.823	.829	.834	.841	.847	.853	.860	.867	.873	.879	.885	.916	.942	.961
63	.674	.680	.689	.700	.713	.731	.753	.758	.763	.769	.774	.779	.785	.791	.797	.804	.810	.816	.822	.829	.836	.842	.849	.856	.862	.869	.875	.908	.936	.957
64	.659	.666	.673	.684	.698	.717	.739	.744	.749	.754	.760	.765	.771	.777	.784	.790	.796	.803	.809	.816	.823	.830	.836	.844	.851	.858	.865	.900	.929	.953
65***	.645	.650	.658	.669	.683	.701	.723	.728	.734	.739	.745	.750	.756	.763	.769	.775	.782	.789	.795	.802	.809	.817	.824	.831	.839	.846	.854	.890	.922	.947

\*If the Contingent Annuitant's age is less than 20, use Contingent Annuitant age 20.

\*\*If the Contingent Annuitant's age is greater than 85, use Contingent Annuitant age 85.

\*\*\*If the Age Pension Date is after the Participant's Normal Retirement Date, use the factor that would have applied on the Participant's Normal Retirement Date.

The interest rate used to calculate the above table is 7%.

For Contingent Annuitant's age between those shown on the table, the factor will be found by linearly interpolating between the factors shown for the two Contingent Annuitant's ages closest to the actual age.

If the percentage, k, (expressed as a decimal) of the Participant's reduced Age Pension to be continued to the Contingent Annuitant is less than 100%, appropriate factor  $F_k$  is determined by the following formula, rounded to three decimal places:  $F_k = F_{100} \div [k + (1-k)F_{100}]$

Illustration: If the Participant is 65 and the Contingent Annuitant is 63, then the 100% Contingent Annuitant factor,  $F_{100}$ , is 0.802. Then the factor for a 50% Contingent Annuity Option,  $F_{50}$ , is as follows:  $F_{50} = 0.802 \div [0.50 + (1 - 0.50) \times 0.802] = 0.890$

## Appendix C

### Social Security "Level Benefit Adjustment Option" Factors (see Section 7.03)

Participant's Age Nearest Birthday on Age Pension Date	Social Security to Begin at Age Nearest Birthday					
	62	63	64	65	66	67
55	0.516	0.465	0.419	0.377	0.337	0.301
56	0.564	0.509	0.458	0.413	0.369	0.330
57	0.618	0.557	0.502	0.452	0.404	0.361
58	0.678	0.612	0.551	0.496	0.444	0.396
59	0.745	0.672	0.606	0.545	0.488	0.436
60	0.821	0.740	0.667	0.600	0.537	0.480
61	0.905	0.817	0.736	0.662	0.592	0.529
62		0.903	0.815	0.731	0.655	0.585
63			0.901	0.810	0.725	0.648
64				0.899	0.805	0.719
65					0.896	0.801
66						0.893

### Life Pension

The above factors when multiplied by the estimated Social Security payment will produce the amount to be added to the Participant's monthly Age Pension before Social Security begins. When the Participant reaches the age at which Social Security payments are to begin, subsequent monthly payments under the Plan are reduced by the amount of the estimated Social Security payment. The reduced payments are payable to the Participant for life.

### Temporary Pension to Age Social Security Begins, or Death, if Earlier

If the above procedure would result in a negative monthly payment under the Plan after Social Security is to begin, the Participant's monthly Age Pension will be converted to a Temporary Pension beginning on his Age Pension Date and ceasing with the last monthly payment before Social Security payments are to begin. Monthly payments under the Temporary Pension are determined by dividing the Participant's monthly Age Pension by one minus the appropriate factor from the table above.



## Appendix D

### JOINT RETIREMENT BENEFIT OPTION FACTORS

To use this table, enter column 1 and column 2 with the age of the Participant and Eligible Spouse on the birthday of each nearest to the date the Participant retires or, if earlier, the date payments are to commence. Determine the corresponding percentage from column 3.

<u>1.</u>	<u>2.</u>	<u>3.</u>
<u>Age Of Participant</u>	<u>Age of Eligible Spouse</u>	<u>Percentage</u>
65	60	87.89
65	65	90.51
65	70	92.97
60	60	92.12
60	65	94.04

Any percentage, which cannot be determined directly from the above table, will be determined on an actuarial basis consistent with the above.

The actuarial assumptions used in this table are:

Mortality: 1971 Group Annuity Table  
Interest: 7%

## Appendix E

### LEVEL BENEFIT ADJUSTMENT OPTION FACTORS

To use this table, enter the number of years and months by which the date the Participant retires precedes the date he attains age 62. Determine the corresponding factor.

#### MONTHS

<u>YEARS</u>	<u>0</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>	<u>11</u>
<u>0</u>	.000	.008	.017	.025	.033	.042	.050	.058	.067	.075	.083	.092
<u>1</u>	.100	.108	.115	.123	.130	.137	.145	.152	.159	.167	.174	.181
<u>2</u>	.189	.195	.202	.208	.215	.221	.228	.234	.241	.247	.254	.260
<u>3</u>	.267	.273	.278	.284	.290	.296	.301	.307	.313	.319	.325	.330
<u>4</u>	.336	.341	.346	.351	.357	.362	.367	.372	.377	.382	.387	.392
<u>5</u>	.397	.402	.407	.411	.416	.420	.425	.429	.434	.439	.443	.448
<u>6</u>	.452	.456	.460	.464	.469	.473	.477	.481	.485	.489	.493	.497
<u>7</u>	.501	.505										

## Appendix F ACTUARY'S VALUATION INTEREST ASSUMPTIONS

This Appendix F lists the Plan's actuary's valuation interest assumptions to which Section 7.03 of the Plan as in effect prior to adoption of Appendix I hereof referred for purposes of calculating the Single Sum for Small Pension Option form of payment. The assumptions used for such purpose were as follows:

For years prior to 1981, interest assumption: 6%.

For 1981 through 1984, interest assumption: 7%.

For 1985 through 1994, interest assumption: 7-1/2%.

For 1995 through 2009, interest assumption: 8%.

On and after January 1, 2009, interest assumption: 7.5%.

**Appendix G**  
**NEW HAVEN FOUNDRY, INC. GRANDFATHERED FACTORS**  
(Formerly Appendix to Section 9.15)

**FACTORS FOR 50% QUALIFIED JOINT AND SURVIVOR BENEFIT AND QUALIFIED  
PRE RETIREMENT SURVIVOR ANNUITY FOR CERTAIN MERGED PLANS**

Full Years by Which the Participant's Age Exceeds the Spouse's Age	PERCENTAGE OF LIFE ANNUITY PAYABLE AS A 50% JOINT AND SURVIVOR ANNUITY	FULL YEARS BY WHICH THE SPOUSE'S AGE EXCEEDS THE PARTICIPAN T'S AGE	Percentage of Life Annuity Payable as a 50% Joint and Survivor Annuity
0	90.0%	0	90.0%
1	89.5%	1	90.5%
2	89.0%	2	91.0%
3	88.5%	3	91.5%
4	88.0%	4	92.0%
5	87.5%	5	92.5%
6	87.0%	6	93.0%
7	86.5%	7	93.5%
8	86.0%	8	94.0%
9	85.5%	9	94.5%
10	85.0%	10	95.0%
11	84.5%	11	95.5%
12	84.0%	12	96.0%
13	83.5%	13	96.5%
14	83.0%	14	97.0%
15	82.5%	15	97.5%
16	82.0%	16	98.0%
17	81.5%	17	98.5%
18	81.0%	18	99.0%
19	80.5%	19	99.5%
20	80.0%	20	100.0%
21	79.5%	21	100.0%
22	79.0%	22	100.0%
23	78.5%	23	100.0%
24	78.0%	24	100.0%
25	77.5%	25	100.0%

For each year of age difference beyond 25 years, reduce the percentage by 0.5%. For example, for an age difference of 26 years, reduce the percentage for 25 years by 0.5%, from 77.5% to 77.0%. For each year of age difference beyond 25 years, the percentage will be 100%.

**Appendix H**  
**UNIVERSAL REFRACTORIES, INC. GRANDFATHERED FACTORS**  
(Formerly Appendix to Section 9.16)

**ANNUITY OPTION PERCENTAGES**

Annuity Option Adjustment Percentages

(Percentages to be applied to the monthly benefit which would be payable to the Participant on his Retirement Date if no Optional Form of Annuity were in effect to determine the monthly income benefit commencing on the Participant's Retirement Date if one of the following options, if included in the Plan, is in effect.)

<b>Age, nearest birthday on the date monthly income commences</b>	<b>Annuity Option</b>			
	<b>5C&amp;C</b>	<b>10C&amp;C</b>	<b>15C&amp;C</b>	<b>20C&amp;C</b>
50	99.8%	99.2%	98.3%	97.2%
51	99.8	99.1	98.1	96.9
52	99.7	99.0	97.9	96.6
53	99.7	98.9	97.7	96.3
54	99.7	98.8	97.5	96.0
55	99.6	98.6	97.3	95.6
56	99.6	98.5	97.0	95.2
57	99.6	98.4	96.8	94.8
58	99.5	98.3	96.5	94.3
59	99.5	98.1	96.2	93.8
60	99.4	98.0	95.9	93.3
61	99.4	97.8	95.5	92.7
62	99.3	97.6	95.0	92.0
63	99.3	97.3	94.5	91.2
64	99.2	97.1	94.0	90.4
65	99.1	96.7	93.3	89.5
66	99.0	96.4	92.6	88.5
67	98.9	95.9	91.8	87.4
68	98.8	95.4	91.0	86.2
69	98.6	94.9	90.0	84.9
70	98.4	94.3	89.0	83.5

1983 Group Annuity Table with Projection H, with mortality rates based on calendar year of birth of 1930 and interest at the rate of 7% per annum.

Life Ann/Opt.

Contingent Annuitant Option Percentages

(Applicable only if the Participant's age, nearest birthday on the date monthly income commences is 65.)

<b>Age, Nearest Birthday of Contingent Annuitant on the Date Monthly Income Commences to the Participant</b>	<b>Percentage of the Adjusted Retirement Annuity Payments which are to be Continued to the Surviving Contingent Annuitant</b>		
	<b>100%</b>	<b>66 2/3%</b>	<b>50%</b>
50	80.3%	85.9%	89.0%
51	80.7	86.2	89.3
52	81.1	86.5	89.6
53	81.5	86.9	89.8
54	82.0	87.2	90.1
55	82.4	87.5	90.4
56	82.9	87.9	90.6
57	83.3	88.2	90.9
58	83.8	88.6	91.2
59	84.3	89.0	91.5
60	84.8	89.3	91.8
61	85.3	89.7	92.1
62	85.9	90.1	92.4
63	86.4	90.5	92.7
64	86.9	90.9	93.0
65	87.5	91.3	93.3
66	88.0	91.7	93.6
67	88.6	92.1	93.9
68	89.1	92.5	94.2
69	89.6	92.9	94.5
70	90.2	93.2	94.8

1983 Group Annuity Table with Projection H, with mortality rates based on calendar year of birth of 1930 and interest at the rate of 7% per annum.

Life Ann/Opt.

## APPENDIX I REHABILITATION PLAN

### **I. Introduction**

This Appendix I constitutes a “rehabilitation plan” within the meaning of Section 432(e)(3) of the Internal Revenue Code (the “Code”) and Section 305(e)(3) of the Employee Retirement Income Security Act of 1974 (“ERISA”). It was adopted by the Board of Trustees (the “Board”) of the National Integrated Group Pension Plan (the “Plan”) on November 25, 2009, and is incorporated into the Plan as Appendix I.

This rehabilitation plan is intended to comply with the additional funding requirements pertaining to multiemployer plans that were added to the Code and ERISA by the Pension Protection Act of 2006 (the “PPA”) and subsequently amended by the Worker, Retiree, and Employer Recovery Act of 2008 (“WRERA”) (the “PPA funding rehabilitation rules”). The purpose of this rehabilitation plan is to improve the financial condition of the Plan in accordance with the PPA funding rehabilitation rules.

The Board has the sole and absolute power, authority, and discretion to amend, modify, construe, interpret, and apply the provisions of this rehabilitation plan, including but not limited to the Schedules that are a part of the rehabilitation plan, and to make any and all changes to this rehabilitation plan and to the benefits provided under the Plan that the Board deems necessary or appropriate in order to comply with the PPA funding rehabilitation rules. Unless otherwise expressly indicated herein, all capitalized terms used in this rehabilitation plan shall have the definition and meaning assigned to such capitalized term by the Plan.

### **II. Background**

The PPA funding rehabilitation rules became applicable to the Plan when the Plan actuary first certified on March 31, 2009, that the Plan was in “critical status,” as defined in Section 432(b)(2) of the Code, for the Plan Year beginning on January 1, 2009. On April 30, 2009, the Plan sent a Notice of Critical Status to each Participant, Participating Employer, and Union under the Plan. In accordance with the requirements of the PPA funding rehabilitation rules, the Board has reviewed and considered the range of currently available options that could reasonably be expected to improve the financial status of the Plan and has developed the rehabilitation plan described herein.

The Board first considered, in light of information and projections developed by the Plan actuary based on reasonably anticipated experience and reasonable actuarial assumptions, what actions would be necessary to enable the Plan to cease to be in critical status by the end of a 13-year rehabilitation period. Among other possible actions, the Board specifically considered reductions in Plan expenditures (such as

through mergers and consolidations), reductions in future benefit accruals, reductions in benefits (including “adjustable benefits,” as defined in the PPA funding rehabilitation rules), and increases in contributions. The Board has determined that there is no reasonable combination of increases in contributions and reductions in benefits that the Board could incorporate into schedules to be provided to the bargaining parties that would enable the Plan to emerge from critical status within the Plan’s rehabilitation period.

The analysis provided by the Plan actuary revealed that 77% of the Plan’s current liabilities is attributable to benefits of Retirees and Participants not in Covered Employment, with 49% of the Plan’s liabilities attributable to service earned with employers that are no longer Participating Employers. Contributions for 2008 (excluding withdrawal liability payments) of \$17,826,457 were barely 25% of the \$71,052,798 of benefits paid in 2008. Asset losses (both realized and unrealized) in 2008 amounted to \$212,976,362. The Board considered alternatives for improving the Plan’s financial situation, including a range of benefit reductions from the maximum permissible reductions to lesser reductions and a range of contribution increases. The Plan actuary’s projections indicated that, even if all Participants benefits were reduced to the maximum extent permissible under law, annual contributions from Participating Employers would need to be increased by approximately 18% per year, compounded annually, in order to produce funding improvements that could reasonably be predicted to allow the Plan to emerge from critical status by the end of a 13-year rehabilitation period.

Based on the Board’s knowledge of the Participating Employers, which are mostly small companies, many of which are engaged in automobile- and steel-related industries, and of the drastic changes in demographics and in economic conditions experienced in those industries in recent years, the Board determined that the imposition of annual contribution increases in the range of 18% or more, compounded annually, to be unreasonable. The Trustees believe, based on their knowledge and experience, that the Participating Employers have a limited capacity to absorb increases in contributions without incurring serious risk to their financial ability to continue operations. The Board further concluded, based on its specific knowledge of the recent history of collective bargaining among the Participating Employers, which has involved, in a significant percentage of cases, wage and benefit concessions made by the Unions, that the bargaining parties would be likelier to agree to withdraw from the Plan than to adopt a schedule that would impose the changes in benefit and contribution structures that would be necessary to make it possible for the Plan to emerge from critical status by the end of a 13-year rehabilitation period. The Board concluded, therefore, that adoption of a rehabilitation plan based on the magnitude of increases in contributions that would be necessary to allow the Plan to emerge from critical status by the end of a 13-year rehabilitation period would likely cause further financial harm to the Plan through the withdrawal of substantial numbers of Participating Employers. Accordingly, the Board has determined that it would be unreasonable to assume, based on reasonable actuarial assumptions and upon the exhaustion of all reasonable measures, that the



Plan can be expected to emerge from critical status by the end of such a rehabilitation period.

The Board then considered whether reasonable measures could be adopted that would permit the Plan to emerge from critical status by the end of a longer, but predictable, period of time. The calculations of the Plan actuary, based on the Board's reasonable assumptions regarding continued levels of participation in the Plan and on reasonable assumptions regarding investment returns, indicated that annual contribution increases of at least 9% per year, compounded annually, combined with the maximum permissible reductions in benefits, would be required to enable the Plan to emerge from critical status within any period of time.

The Board believes that imposing contribution increases in this range would impose untenable financial burdens on the Participating Employers, and that the result would likely be an increase in withdrawals from the Plan, which would place the Plan at greater risk of insolvency. As explained above, the Board is aware that many, if not most, of the Participating Employers currently are operating under considerable financial stress and do not have the capacity to absorb substantial contribution increases. Also, the Plan has experienced a significant decline in active employee participation in recent years. The Active Participant population of the Plan declined from approximately 19,535 in 2000 to the current (2008) figure of less than 10,000. The Active Participants of Participating Employers currently represent approximately 15% of the total Participants to whom the Plan owes accrued benefits. Consequently, given the imbalance between active and inactive employee populations, it is the view of the Board that a rehabilitation plan that would increase contributions on Participating Employers sufficiently to enable the Plan to emerge from critical status at a future date would further increase the financial risks to the Plan through withdrawals. Given the extent to which the benefits of Participants in Covered Employment would need to be reduced and the magnitude of the required contribution rate increases, the Board is of the view that the bargaining parties would be more likely to agree to withdraw from the Plan than to agree to a schedule geared towards enabling the Plan to emerge from critical status by the end of a specific longer period of time. Accordingly, the Board has concluded that it is not reasonable to adopt a rehabilitation plan that anticipates that the Plan would ever emerge from critical status.

Therefore the Board has established a rehabilitation plan comprising reasonable measures to achieve an alternative goal permitted under the PPA funding rehabilitation rules, which is to "forestall possible insolvency (within the meaning of section 4245 of the Employee Retirement Income Security Act of 1974)." Based on reasonable assumptions that take into account current conditions, the Board has concluded that implementation of the measures described in this rehabilitation plan, including the adoption by Participating Employers of either the Default Schedule or the Preferred Schedule, will enable the Plan to continue to pay benefits until 2026. This projection of continued solvency will be reviewed and revised in the future as appropriate in light of the Board's ongoing evaluation of the effect of changes in

pertinent economic conditions and of the measures adopted in this rehabilitation plan on the Plan's financial status.

### **III. Benefit Changes**

The Board will reduce certain benefits for all Participants generally and for certain specific categories of Participants, as described below. These "unilateral" amendments will take effect independently of any negotiations between bargaining parties over the Schedules adopted as part of this rehabilitation plan, which Schedules are described in Section IV, below.

Generally, the benefit reductions described in this Section III will be effective beginning as of the later of February 1, 2010, or 30 days after the date on which Notice of Reductions in Adjustable Benefits is provided to the affected Participants.

#### **A. No Reductions in Benefits for Retirees whose Pension Payments Began Before the Date of Notice of Reductions in Adjustable Benefits.**

The benefits of Retirees whose Age Pension Date or Disability Pension Date was before the date of Notice of Reductions in Adjustable Benefits will not be affected by this rehabilitation plan.

#### **B. Benefit Reductions Affecting All Participants.**

The Board will make the following reductions in benefits provided under the Plan to all Participants, other than Retirees whose pension payments began before the date of Notice of Reductions in Adjustable Benefits:

1. The maximum number of Benefit Units that may be credited to a Participant for a Plan Year pursuant to Section 5.04 of the Plan on and after February 1, 2010, will be one (1) Benefit Unit.
2. With respect to qualified pre-retirement survivor annuity ("QPSA") benefits for the spouses of married Participants who die before receiving benefits, two subsidies currently provided under the Plan in determining the amount of the QPSA benefit will be eliminated:
  - a. The Pre-Retirement Death Benefit provided pursuant to Section 7.04(b) of the Plan to an Eligible Spouse will be paid in a monthly amount equal to 50 percent, rather than 75 percent, of the reduced monthly Age Pension the Participant would have received if such Participant's Age Pension Date had occurred on the first day of the month following the later of the date the Participant would have been entitled to begin to receive benefits and the date of the Participant's death.

- b. In lieu of the reduction factors specified in Section 7.04(b) of the Plan for a Pre-Retirement Death Benefit, the monthly benefit payable to an Eligible Spouse as a Pre-Retirement Death Benefit for a Participant who dies prior to his or her Age Pension Date will be reduced to reflect the actuarial equivalent of the amount that would have been payable to the Participant if the Participant's Age Pension Date had occurred on the date payment to such Eligible Spouse commences, using the unsubsidized actuarial factors specified in Appendix A of the Plan (which are currently used to calculate the unsubsidized Contingent Annuity Option form of payment).

**C. Benefit Reductions Affecting Participants Who Do Not Earn Any Hours of Service Under a Schedule.**

The following benefit reductions will be effective, under the Plan, with respect to any Participant who does not earn at least one Hour of Service under a Schedule, **except for the following two categories of Participants:**

- Participants who retire directly from Covered Employment after the date of Notice of Reductions in Adjustable Benefits but before becoming subject to a Schedule and
- Retirees with pension beginning dates before the date of Notice of Reductions in Adjustable Benefits.

(The benefit reductions that will apply to Participants who retire directly from Covered Employment after the date of Notice of Reductions in Adjustable Benefits but before becoming subject to a Schedule are described in subsection D., below. Retirees with pension beginning dates before the date of Notice of Reductions in Adjustable Benefits will not experience any adjustments in their benefits under the rehabilitation plan.)

1. Participants will not be entitled to elect an Age Pension Date that is earlier than the Participant's Normal Retirement Age.
2. With respect to qualified joint and survivor annuity ("QJSA") benefits for married Participants, the Post-Retirement Spousal Benefit will be provided pursuant to Section 7.01(b) of the Plan rather than Sections 7.01(c) and 7.01(d) of the Plan, and, therefore, payment to an Eligible Spouse will be paid in a monthly amount equal to 50 percent, rather than 75 percent, of the reduced monthly amount payable to the Participant as an Age Pension under the Post-Retirement Spousal Benefit form of payment, and the monthly amount payable to the Participant as an Age Pension under the Post-Retirement Spousal Benefit form of payment will be reduced to reflect the actuarial equivalent of the amount that would have been paid to the

Participant if the Participant did not have an Eligible Spouse on the Participant's Age Pension Date, using the unsubsidized actuarial factors specified in Appendix A of the Plan.

3. The Level Benefit Adjustment Option form of payment provided pursuant to Section 7.03(a)(2) of the Plan will be eliminated.
4. The Single Sum for Small Pension Option form of payment provided pursuant to Section 7.03(a)(3) of the Plan will be eliminated.
5. The Benefit Level applicable to a Participant will be no greater than the Benefit Level that was in effect under the Plan with respect to the Participant as of January 1, 2004.

**D. Participants Who Retire Directly from Covered Employment Before Becoming Covered by a Schedule.**

The benefits of Participants who are in Covered Employment when Notice of Reductions in Adjustable Benefits is provided and who retire directly from Covered Employment before becoming covered by a Schedule will be treated the same as the benefits of other Participants who are in the same bargaining unit from which the Retiree retired and who become subject to a Schedule. Thus, Retirees in this category of Participants will be treated the same as Participants within the same bargaining unit who did not retire, but instead continued to work for the Participating Employer under a Schedule.

If the Participating Employer from whose employment a Retiree directly retires adopts (by agreement with the Union) the Preferred Schedule, the Retiree's benefits will be determined prospectively under the Preferred Schedule as of the date the Preferred Schedule applies to the Participants in Covered Employment under the relevant agreement. If the Participating Employer instead adopts or becomes subject to the Default Schedule, the Retiree's benefits will be determined prospectively under the Default Schedule. In any case, the reductions in adjustable benefits described in both the Default Schedule and Preferred Schedule (such as changes to the Post-Retirement Spousal Benefit) shall be effective for Participants covered by this subsection D on the later of February 1, 2010, or 30 days after the date on which Notice of Reductions in Adjustable Benefits is provided to the affected Retirees (regardless of when, in the future, a Retiree's particular former bargaining unit may become subject to a Schedule).

For purposes of the rehabilitation plan and this subsection D, a Participant will be considered to have "retired directly from Covered Employment" and therefore to be covered by this subsection D if the Participant was in Covered Employment on the date Notice of Reductions in Adjustable Benefits was provided, and the Participant earned at least one Hour of Service based on contributions from his or her

Participating Employer during the six-month period that immediately preceded his or her Age or Disability Pension Date.

**E. Participants in Covered Employment Whose Participating Employer Withdraws From the Plan.**

The benefits of Participants who are in Covered Employment when Notice of Reductions in Adjustable Benefits is provided, but whose Participating Employer withdraws from the Plan either before becoming subject to a Schedule or within three years after becoming subject to the Preferred Schedule, will be determined prospectively, as of the date of the withdrawal, under the Default Schedule, regardless of any Schedule or provisions of the Plan that may have been previously applicable to the Participants under this rehabilitation plan.

Notwithstanding anything to the contrary in the preceding paragraph, effective January 1, 2013, the benefits of Participants who are in Covered Employment on or after May 1, 2010, with a Participating Employer that is subject to the Preferred Schedule and that withdraws from the Plan at any time after the expiration of the three-year guarantee period applicable to such Participating Employer pursuant to Section V.B. of this rehabilitation plan will be determined prospectively, as of the date of the withdrawal of such Participating Employer, under the Default Schedule, regardless of any Schedule or provisions of the rehabilitation plan or the Plan that may otherwise be or have been applicable to such Participant; provided, however, that the benefits of any Participant who retires directly from service covered by the Preferred Schedule with such Participating Employer with a pension beginning date before the date of the Participating Employer's withdrawal from the Plan shall not be reduced as a result of this paragraph.

**IV. Other Unilateral Trustee Actions**

The Board has undertaken, and will continue to pursue, a variety of other unilateral actions intended to improve the financial condition of the Plan. Among other things, the Board has, within the last five years:

- Reviewed and revised the costing of supplemental increases to benefits under a Participation Agreement to ensure that such benefit increases would be properly funded;
- Amended the Plan to provide for mandatory cash-out distribution of small pensions in single lump-sum payments in order to eliminate the expense of PBGC premiums attributable to such small pensions and reduce administrative expenses of maintaining these benefits within the Plan;

- Amended the Plan to reduce the subsidy previously provided with respect to early retirement benefits, thereby reducing the liability attributable to such benefits;
- Amended the Trust Agreement to broaden the Board's investment oversight authority and expand the universe of investments in which the Plan's assets may be placed;
- Amended the Plan to revise the criteria applicable to eligibility for a Disability Pension to set more stringent standards for the award of this subsidized benefit; and
- Amended the Plan to eliminate, on a prospective basis, Trustee Increases to benefit accruals that had been added unilaterally by the Board since 1992.

The Board, under this rehabilitation plan, will continue to investigate possible changes in Plan administration and structure and to implement such changes as the Board determines appropriate and in the interest of the Plan as a whole, including the following, which are actively under consideration:

- Further amendments to the Plan to alter the methods in use to determine withdrawal liability, which would potentially reduce the complexity of the calculations needed for that purpose, simplify the administration of the Plan concerning the determining of withdrawal liability, and reduce the expenses of administering the Plan;
- Changes in the Plan's investments, including revised investment guidelines and a wider variety of investments; and
- Changes in the administrative structure of the Plan that would produce cost savings, including possible consolidations or mergers with other multiemployer plans or the creation of joint administrative or investment arrangements.

## **V. Schedules of Revised Benefit and Contribution Structures to be Provided to Bargaining Parties**

The Board has developed two Schedules of revised benefit and contribution structures, which will be provided to the bargaining parties for purposes of collective bargaining. As required by the PPA, one of the two Schedules has been designated as the Default Schedule, and this Default Schedule imposes the maximum reductions in future benefit accruals and other benefits (other than benefits the reduction or elimination of which are not permitted under section 411(d)(6) of the Code) permitted by law before imposing any contribution increases. The second Schedule, called the

Preferred Schedule, has been developed by the Board and is offered as an alternative to the bargaining parties. The Preferred Schedule does not impose the maximum permissible reductions in benefits; nor does it impose contribution increases as large as those imposed under the Default Schedule. Bargaining parties adopting the Preferred Schedule will be required to make a long-term commitment to the Plan by agreeing not to withdraw from the Plan for three years. The bargaining parties may agree to adopt either of the two Schedules in accordance with the rules described in this Section V. It is the view of the Board that the two Schedules, which provide different contribution and benefit consequences, will each have a reasonably equivalent effect on the Plan because of the higher continued participation rates likely as the result of offering the Preferred Schedule.

The Default Schedule and Preferred Schedule are described in detail below.

The bargaining parties will be responsible for deciding which of the Schedules to adopt and for submitting to the Board an agreement that adopts terms and conditions consistent with a Schedule. The Board shall have the sole power and authority to determine whether an agreement executed by bargaining parties and submitted to the Board contains terms consistent with this rehabilitation plan and one of the Schedules.

In the event that the Board determines that an agreement submitted to it for review contains terms consistent with this rehabilitation plan and one of the Schedules, the terms of such agreement shall apply under the Plan with respect to the Participants in Covered Employment under the agreement as of the effective date of such agreement, but in no event will reductions in adjustable benefits be imposed earlier than the later of February 1, 2010, or 30 days after the date on which Notice of Reductions in Adjustable Benefits is provided to the Participants covered under such agreement.

In the event that the bargaining parties to a collective bargaining agreement in effect at the time the Plan entered critical status, which provides for contributions to the Plan, fail to adopt a contribution schedule with terms consistent with the rehabilitation plan and one of the Schedules, as of the date that is 180 days after the date on which such collective bargaining agreement expires, the Board will implement the Default Schedule automatically with respect to the Participating Employer and the Participants covered by such collective bargaining agreement, but in no event will reductions in adjustable benefits under this rehabilitation plan be imposed earlier than the later of February 1, 2010, or 30 days after the date on which Notice of Reductions in Adjustable Benefits is provided to the Participants covered under such agreement. In the event that the terms of the Default Schedule become applicable to any Participants and the bargaining parties to the collective bargaining agreement applicable to such Participants subsequently submit to the Board an executed agreement that the Board determines contains terms and conditions consistent with the rehabilitation plan and the Preferred

Schedule as then currently in effect, the Board shall apply the terms of the agreement under the Plan prospectively with respect to the Participants in Covered Employment under the agreement as of the effective date of the agreement. The Board's prospective application of the terms of such an agreement to Participants in Covered Employment under the agreement shall be consistent, to the greatest extent the Board deems reasonable, with its application of similar agreements submitted by other bargaining parties to other similarly situated Participants.

**A. Default Schedule.**

*Contributions*

Under the Default Schedule, a Participating Employer will be required to pay additional contributions to the Plan according to the following table of Contribution Increase Percentages. The Contribution Increase Percentage for the first year in which the Default Schedule will be available, 2010, is based on conversion of the 10% surcharge in effect for 2010 into a regular 10% contribution rate increase, combined with an additional contribution increment of 3%. For each year after 2010, the Default Schedule would require an annual additional increase of 3% in contributions, compounded, as shown in the table below. The Contribution Increase Percentage shown below for a particular year will apply to all Participating Employers subject to the Default Schedule during that year, regardless of when the Default Schedule first becomes applicable to a Participating Employer. The contribution rate for a particular year for a Participating Employer under the Default Schedule will be determined by multiplying the contribution rate required under the applicable Participation Agreement, not including any surcharges under the PPA funding rehabilitation rules, by the Contribution Increase Percentage shown in the following table for that year.

**Default Schedule Contribution Rate Increases**

Year	Contribution Increase Percentage*	
	Annual Percentage Increase	Cumulative Percentage Increase, Compounded
2010	10% + 3.00%	13.30%
2011	3.00%	16.70%
2012	3.00%	20.20%
2013	3.00%	23.81%
2014	3.00%	27.52%
2015+	3.00% each additional year	Etc.



\*The Contribution Increase Percentage will be applied to the contribution rate upon which the surcharge was levied that was in effect immediately prior to the date on which the Default Schedule first becomes effective.

### *Benefits*

Under the Default Schedule, the following additional reductions in benefits will apply:

1. With respect to early retirement benefits, in lieu of the reduction factors specified in Section 6.01(b) of the Plan for payment of an Age Pension with an Age Pension Date prior to a Participant's Normal Retirement Age, the monthly amount paid to any Participant whose Age Pension Date precedes the Participant's Normal Retirement Date will be reduced to reflect the actuarial equivalent of the amount that the Participant would have received if the Participant's Age Pension Date had occurred on his or her Normal Retirement Date, using the table of unsubsidized actuarial factors attached hereto (as Attachment A) and identified as "Early Retirement Reduction Factors for Default Schedule."
2. The Disability Pension provided pursuant to Section 6.03 of the Plan will be eliminated.
3. With respect to qualified joint and survivor annuity ("QJSA") benefits for married Participants, the Post-Retirement Spousal Benefit will be provided pursuant to Section 7.01(b) of the Plan rather than Sections 7.01(c) and 7.01(d) of the Plan, and, therefore, payment to an Eligible Spouse will be paid in a monthly amount equal to 50 percent, rather than 75 percent, of the reduced monthly amount payable to the Participant as an Age Pension under the Post-Retirement Spousal Benefit form of payment, and the monthly amount payable to the Participant as an Age Pension under the Post-Retirement Spousal Benefit form of payment will be reduced to reflect the actuarial equivalent of the amount that would have been paid to the Participant if the Participant did not have an Eligible Spouse on the Participant's Age Pension Date, using the unsubsidized actuarial factors specified in Appendix A of the Plan.
4. The Level Benefit Adjustment Option form of payment provided pursuant to Section 7.03(a)(2) of the Plan will be eliminated.
5. The Single Sum for Small Pension Option form of payment provided pursuant to Section 7.03(a)(3) of the Plan will be eliminated.
6. The Benefit Level applicable to a Participant will be no greater than the Benefit Level that was in effect under the Plan with respect to the Participant as of January 1, 2004.

7. A Participant will accrue additional benefits under the Plan, on and after the date on which the Default Schedule is applicable to such Participant, in an amount that produces a monthly benefit (payable as a single life annuity commencing at the Participant's Normal Retirement Date) equal to the lesser of (1) one percent (1%) of the contributions required to be made with respect to such Participant under the collective bargaining agreement in effect as of January 1, 2009; or (2) the Participant's Benefit Units earned on or after January 1, 2009, multiplied by the accrual rate in effect with respect to such Participant under the Plan on January 1, 2009.

## **B. Preferred Schedule.**

### *Contributions*

Under the Preferred Schedule, a Participating Employer will be required to pay additional contributions to the Plan according to the following table of Contribution Increase Percentages. The Contribution Increase Percentage shown below for a particular year will apply to all Participating Employers subject to the Preferred Schedule during that year, regardless of when the bargaining parties agree to adopt the Preferred Schedule. The contribution rate for a particular year for a Participating Employer under the Preferred Schedule will be determined by multiplying the contribution rate required under the applicable collective bargaining agreement, not including any surcharges under the PPA funding rehabilitation rules, by the Contribution Increase Percentage shown in the following table for that year.

The Preferred Schedule generally imposes smaller contribution increases than the Default Schedule. Specifically, the Contribution Increase Percentages for the Preferred Schedule are smaller than the Contribution Increase Percentages for the Default Schedule for the first three years (2010 – 2012). In 2010, the total contribution increase required under the Preferred Schedule will be 4%, rather than 13.3% as required under the Default Schedule. In 2011 and 2012, under the Preferred Schedule a Participating Employer's contributions will be increased by an additional 3% annually, which will be aggregated but not compounded, producing a total contribution rate increase of 7% for 2011 and 10% for 2012. Contribution increases under the Preferred Schedule will not be compounded until the fourth year, 2013, as shown in the table below.

**Preferred Schedule Contribution Rate Increases**

Year	Contribution Increase Percentage*	
	Annual Percentage Increase	Cumulative Percentage Increase
2010	4.00%	4.00%
2011	3.00%	7.00%
2012	3.00%	10.00%
2013	3.00%	13.30% (compounded)*
2014	3.00%	16.70% (compounded)*
2015+	3.00% each additional year	Etc.

\*The Contribution Increase Percentage will be applied to the contribution rate upon which the surcharge was levied that was in effect immediately prior to the date on which the Preferred Schedule first becomes effective.

\*\*Contribution rate increases will be compounded beginning in 2013.

*Benefits*

Participants covered under the Preferred Schedule will continue to earn future benefits according to the Benefit Levels in effect for such Participants as of January 1, 2009. The following reductions in benefits will apply under the Preferred Schedule:

1. With respect to qualified joint and survivor annuity (“QJSA”) benefits for married Participants, the Post-Retirement Spousal Benefit will be provided pursuant to Section 7.01(b) of the Plan rather than Sections 7.01(c) and 7.01(d) of the Plan, and, therefore, payment to an Eligible Spouse will be paid in a monthly amount equal to 50 percent, rather than 75 percent, of the reduced monthly amount payable to the Participant as an Age Pension under the Post-Retirement Spousal Benefit form of payment, and the monthly amount payable to the Participant as an Age Pension under the Post-Retirement Spousal Benefit form of payment will be reduced to reflect the actuarial equivalent of the amount that would have been paid to the Participant if the Participant did not have an Eligible Spouse on the Participant’s Age Pension Date, using the unsubsidized actuarial factors specified in Appendix A of the Plan.
2. The Level Benefit Adjustment Option form of payment provided pursuant to Section 7.03(a)(2) of the Plan will be eliminated.

3. The Single Sum for Small Pension Option form of payment provided pursuant to Section 7.03(a)(3) of the Plan will be eliminated.

#### *Additional Conditions*

Under the Preferred Schedule, the bargaining parties must agree to the following additional conditions:

1. The Participating Employer will not withdraw from the Plan for a period equal to three years following the effective date of the Supplemental Participation Agreement adopting the Preferred Schedule (the “guarantee period”).
2. If the Participating Employer withdraws from the Plan earlier than the end of the guarantee period described above, the Participating Employer will pay to the Plan as liquidated damages the aggregate amount of unpaid contributions that the Participating Employer would have been obligated to make to the Plan if the Participating Employer had been covered by the Default Schedule, rather than the Preferred Schedule, for the entire guarantee period and the Participating Employer had reported the same number of monthly Hours of Service each month during the guarantee period as was reported for the month in which the Preferred Schedule first became effective. The total amount of liquidated damages will be due and owing to the Plan in a single lump-sum payment upon the date of withdrawal and will be separate from and in addition to any withdrawal liability assessed by the Plan against the withdrawing Participating Employer.

#### **VI. Rehabilitation Period and Annual Standards**

The Plan’s “rehabilitation period” under the PPA funding rehabilitation rules will begin on January 1, 2012, and will continue for a maximum period of 10 years. The Plan’s rehabilitation period may end earlier than the end of 10 years if the Plan actuary certifies during the rehabilitation period that the Plan is not projected to have an accumulated funding deficiency for a Plan Year or any of the 9 succeeding Plan Years.

Based on reasonable assumptions, the Plan actuary currently projects that, under the rehabilitation plan, the Plan will become insolvent in 2026. This projection will change over time, as the Plan’s actual experience differs from the assumptions that were made to develop the projection. The Board recognizes the possibility that the Plan’s actual experience could be more or less favorable than the assumptions used as the basis for developing the rehabilitation plan. The Board also recognizes the need to review and update the rehabilitation plan on an annual basis. Consequently, the Board will rely on an annual updated assessment regarding this projection as the basis for evaluating the Plan’s progress under this rehabilitation plan, and the annual standard for meeting the requirements of the rehabilitation plan will be a demonstration, based on the updated actuarial projections each year using

reasonable assumptions, that the rehabilitation plan (as amended from time to time and as then currently in effect) will forestall insolvency until at least 2025.

After the start of the Plan's rehabilitation period, the Plan actuary will annually report to the Board regarding the Plan's progress in meeting this annual standard. The Board may make any changes to this rehabilitation plan that it deems necessary or advisable, including changes to the Default Schedule and the Preferred Schedule, the elimination of any Schedule, and the adoption of any new or replacement Schedule, based on the Plan's experience. However, any schedule of contribution rates provided by the Board to bargaining parties pursuant to this rehabilitation plan and adopted by the bargaining parties in a Participation Agreement that is incorporated into the collective bargaining agreement between the bargaining parties shall remain in effect for the duration of that collective bargaining agreement.

Based on a cash flow projection presented to the Board on June 16, 2010, the Plan actuary currently projects that, under the rehabilitation plan, the Plan will become insolvent in 2025. The Board will rely on an annual updated assessment regarding this projection as the basis for evaluating the Plan's progress under this rehabilitation plan, and the annual standard for meeting the requirements of the rehabilitation plan will be a demonstration, based on the updated actuarial projections each year using reasonable assumptions, that the rehabilitation plan (as amended from time to time and as then currently in effect) will forestall insolvency until at least 2023.

**NIGPP REHABILITATION PLAN  
ATTACHMENT A**

**EARLY RETIREMENT REDUCTION FACTORS FOR DEFAULT SCHEDULE**

The factors shown in this table will be used to determine the monthly amount payable to a Participant covered by the Default Schedule of the Rehabilitation Plan whose Age Pension Age precedes the Participant's Normal Retirement Age and are separate for Participants whose Participation Agreement provides for a Normal Retirement Age of 65 and those whose Participation Agreement provides for a "62/30 Option". Age shall be determined in years and months and factors interpolated from the appropriate table if not an integral age. The Participant's accrued pension payable at Normal Retirement shall be multiplied by the appropriate factor to determine his Early Retirement Pension. If a Participant's Normal Retirement Age under the 62/30 Option is not age 62, the factors shall be determined using the same basis for actuarial equivalence, 7% interest and the UP 1984 Mortality Table.

Age	Normal Retirement Age of 65	Normal Retirement Age of 62
55	.3575	.4985
56	.3927	.5475
57	.4321	.6024
58	.4762	.6640
59	.5259	.7332
60	.5819	.8114
61	.6453	.8997
62	.7172	1.0000
63	.7991	1.0000
64	.8927	1.0000
65	1.0000	1.0000

**AMENDMENT NUMBER ONE TO THE  
NATIONAL INTEGRATED GROUP PENSION PLAN  
(As Amended and Restated January 1, 2014)**

WHEREAS, the National Integrated Group Pension Plan (the "Plan") has been established to implement the National Integrated Group Pension Trust Agreement; and

WHEREAS, Article XI of the National Integrated Group Pension Plan provides that the Board of Trustees (the "Board") may at any time or times modify, alter, or amend the Plan; and

WHEREAS, the Board wishes to amend the Plan in order to clarify the manner in benefit accruals are earned by certain participants who are entitled to a benefit and who return to Covered Employment for fewer than 40 hours in a calendar month;

NOW, THEREFORE, Section 6.01(f)(1) of the Plan shall be amended to read as follows, effective as of January 1, 2016:

- (f) (1) If a Participant who is not yet age 70 ½ or who attains age 70 ½ on or after January 1, 1999, returns to Covered Employment after payments of an Age Pension have begun or if a Participant remains in Covered Employment after the Participant's Normal Retirement Date:
  - (a) The Participant's Age Pension shall be suspended for any month in which Contributions are made for the Participant for ~~more than 40~~ or more Hours of Service.
  - (b) Effective January 1, 2016, for any month in which Contributions are made for the Participant for fewer than 40 Hours of Service:
    - (i) If the Participant has not yet reached his Normal Retirement Date, upon reaching his Normal Retirement Date the Participant's accrued benefit shall be increased to take into account the additional Benefit Units earned during such months, reduced (but not below zero) by the actuarial equivalent of the benefits (using the mortality and interest rate assumptions specified in Appendix D) received by such Participant for the corresponding period in accordance with section 411(b)(1)(h) of the Code and the regulations thereunder, and the additional benefits shall be payable in any form available under Sections 7.01 and 7.03.
    - (ii) If the Participant has reached his Normal Retirement Date, his benefit will be increased each March 1 (or, for and after the year of the participant's Required Beginning Date, for accruals in

distribution calendar years after the first distribution calendar year, his benefit will be increased in accordance with Section 7.05(c)(3) to take into account the additional Benefit Units earned during any months in the prior year in which Contributions were made for 40 or fewer Hours, reduced (but not below zero) by the actuarial equivalent (using the mortality and interest rate assumptions specified in Appendix D) of the benefits received by such Participant during such months (or by the amount of any actuarial adjustment under the Plan in the benefit payable for the Plan Year because of a delay in the payment of benefits after the Participant's Normal Retirement Date) in accordance with section 411(b)(1)(h) of the Code and the regulations thereunder, and the additional benefits shall be payable in the form initially elected on or after the participant's Normal Retirement Date (or any available form under Sections 7.01 and 7.03 if no such election has previously been made).

IN WITNESS WHEREOF, the undersigned have executed this Amendment Number One on the dates set forth below.

Board of Trustees of the National Integrated Group Pension Plan


*This amendment was circulated by email to the Trustees for a poll vote on December 21, 2016 and adopted on December 28, 2016.*

By: Donald Muehl  
Manager, NIGPP Administrative Agency

Dated: 12/30/2016





  
Signature

3/5/17  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date