



TEAMSTERS PENSION PLAN

of

Philadelphia and Vicinity

TO ALL PARTICIPANTS

IMPORTANT

The only person authorized to advise you of your rights under this Pension Plan is William J. Einhorn, the Administrator, or his designee. If you rely upon the advice of anyone other than these individuals, you do so at your own risk.

Amended and Restated as of January 1, 2011

TEAMSTERS PENSION PLAN OF PHILADELPHIA AND VICINITY

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INTRODUCTION

WHEREAS, the Board of Trustees of the Teamsters Pension Trust Fund of Philadelphia & Vicinity maintain the Teamsters Pension Plan of Philadelphia & Vicinity (the “Plan”) for the benefit of the Plan’s participants and beneficiaries; and

WHEREAS, the Plan is a defined benefit pension plan that is intended to be qualified under Section 401(a) of the Internal Revenue Code of 1986, as amended, and conform to the requirements of the Employee Retirement Income Security Act of 1974, as amended; and

WHEREAS, the Plan was last amended and restated effective January 1, 2005; and

WHEREAS, the Plan has been amended several times since its last restatement; and

WHEREAS, the Internal Revenue Service issued a favorable determination letter dated September 25, 2010, which determination letter was conditioned upon the adoption of certain amendments and a restatement of the Plan; and

WHEREAS, the Board of Trustees desires to amend and restate the Plan to incorporate all amendments adopted since the last restatement as well as the amendments required by the Internal Revenue Service in connection with the issuance of the favorable determination letter, the provisions of the Heroes Earnings Assistance and Relief Tax Act of 2008 and the provisions of the Plan’s funding improvement plan as adopted on November 2, 2010; and

WHEREAS, the Board of Trustees intends that the Plan, as amended and restated, continues to qualify under Code Section 401(a) and that the Plan’s related trust continues to be exempt from taxation under Code Section 501(a).

NOW, THEREFORE, the Plan is hereby amended and restated in its entirety, effective as of September 25, 2010 (with certain provisions effective as of the dates contained therein), as follows:

ARTICLE I.

DEFINITIONS

Section A. Pension Plan:

The term Pension Plan or Plan shall mean this document as from time to time hereafter amended. The Plan Year shall be the calendar year.

Section B. Trust Agreement:

The term Trust Agreement shall mean the Agreement and Declaration of Trust establishing the Teamsters Pension Trust Fund of Philadelphia & Vicinity, entered into as of March 1, 1957, as that instrument may from time to time be amended.

Section C. Trust Fund:

The term Trust Fund or Fund shall mean the Teamsters Pension Trust Fund of Philadelphia & Vicinity, as provided for in the Trust Agreement.

Section D. Trustees:

The term Trustees shall mean the Employer-Designated Trustees and Union-Designated Trustees collectively as named pursuant to the Trust Agreement and as constituted from time to time in accordance with the provisions of the Trust Agreement.

Section E. Union:

The term Union shall mean Highway Truck Drivers and Helpers Union, Local No. 107, General Teamsters, Chauffeurs, Helpers and Yardmen, Local Union No. 470, Truck Drivers and Helpers Union, Local No. 676, Teamsters Union, Local No. 929, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Local No. 331, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Local No. 312, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Local No. 384, all of whom hold their charters from and are affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (all of whom are presently affiliated with Teamsters' Joint Council No. 53 in accordance with the present constitution of the International Brotherhood of Teamsters Chauffeurs, Warehousemen and Helpers of America) and such other Unions affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America and such other labor organizations which may hereafter become parties to this Pension Fund:

- (i) by unanimous action of the Board of Trustees, and
- (ii) upon compliance with such terms and conditions as may be imposed by the Board of Trustees at the time of its unanimous action, and
- (iii) upon securing any necessary ruling or approval by any governmental agency which may be required to preserve the qualified and tax exempt status of the Trust Fund.

Section F. Employer:

The term Employer shall mean an unincorporated association individual, partnership or corporation including any wholly owned subsidiary, any affiliate, any predecessor or any successor which employs Employees in a bargaining unit covered by a written collective bargaining agreement with a Union (as defined herein) which provides that the Employer shall make contributions to the Trust Fund on behalf of the Employees of the Employer in the collective bargaining unit or which employs Employees covered by a Pension Agreement (as defined herein).

The term Employer shall include the Union, the Trust Fund and the Teamsters Health and Welfare Fund of Philadelphia and Vicinity with respect to their Employees.

Section G. Covered Employer:

The term Covered Employer shall mean the following Employers:

1. All Employers who are or may hereafter become members of Transport Employers Association (formerly Motor Transport Labor Relations, Inc.) who have collective bargaining agreements with the Union and are obligated to make Employer Contributions to the Trust Fund;
2. Such other Employers who on (a) March 1, 1957, or (b) the first day succeeding the date of expiration of the collective bargaining agreement with the Union in effect on March 1, 1957, have agreed to be bound by the terms and provisions of the Trust Agreement and are obligated to make Employer Contributions to the Trust Fund in accordance with the provisions of a written collective bargaining agreement;
3. Such other Employers who are obligated to make, on behalf of Employees in a bargaining unit, Employer Contributions to the Trust Fund in accordance with the provisions of a written collective bargaining agreement with a Union, have agreed in writing to be bound by the terms and provisions of the Trust Agreement and have been accepted as Covered Employers:
 - (i) by unanimous action of the Board of Trustees; and
 - (ii) upon compliance with such terms and conditions as may be imposed by the Board of Trustees at the Time of its unanimous action.
4. The Union, the Trust Fund and the Teamsters Health and Welfare Fund of Philadelphia and Vicinity with respect to their Employees or such other Employers who are party to a Pension Agreement (as defined herein).

An Employer, who meets the requirements above, shall be considered to become a Covered Employer at the beginning of the first Covered Day of such Employer's employment of any Employee.

Section H. Employee:

The term Employee shall mean an Employee who is in Covered Employment at the time of reference, or an individual who was so engaged and who has not incurred a Break in Service.

Section I. Retired Employee:

The term Retired Employee shall mean an Employee who is receiving, or is eligible to receive, retirement benefits under this Pension Plan.

Section J. Pension Agreement:

The term Pension Agreement shall mean any written agreement under the terms of which an Employer agrees to make Employer Contributions to the Trust Fund on behalf of an Employee in a bargaining unit covered by a collective bargaining agreement or on behalf of an Employee of the Union, or the Trust Fund, or the Teamsters Health and Welfare Fund of Philadelphia and Vicinity or any other Employer employing employees providing services to the Trust Fund or to the Teamsters Health and Welfare Fund of Philadelphia and Vicinity.

Section K. Employment:

1. An Employee shall be considered in Employment with an Employer while in active employment in a collective bargaining unit which at the time of reference was represented by the Union or was eligible to be represented by the Union, or while on military absence for service with the armed forces of the United States or Canada, but only if the Employee subsequently returns to active employment with the Employer during the period established by law or such longer period as may be established by the Trustees.
2. An Employee shall also be considered in Employment with an Employer while a salaried officer, business agent, or other employee of the Union. The Union shall make contributions for the period of such individual's service for the Union in accordance with the Participation Agreement by and between the Trust Fund and such Local Union, or if none, at a weekly rate equal to the rate of contribution per week in effect at such time as provided in the Philadelphia Local Cartage Supplemental Agreement to the National Master Freight Agreement or the Philadelphia Supplemental Agreement to the National United Parcel Service Agreement, whichever is higher.
3. An Employee shall also be considered in Employment with an Employer while regular employee of the Trust Fund, provided that the Trust Fund makes contributions for the period of such individual's service for the Trust Fund at a weekly rate equal to the rate of contributions per week in effect at such time as provided in the Philadelphia Local Cartage Supplemental Agreement to the National Master Freight Agreement or the Philadelphia Supplemental Agreement to the National United Parcel Service Agreement, whichever is higher.
4. An Employee shall also be considered in Employment with an Employer while a regular employee of the Teamsters Health and Welfare Fund of Philadelphia and Vicinity, provided that the Fund makes contributions for the period of such individual's service for that Fund at a weekly rate equal to the rate of contribution per week in effect at such time as provided in the Philadelphia Local Cartage Supplemental Agreement to the National Master Freight Agreement or the Philadelphia Supplemental Agreement to the National United Parcel Service Agreement, whichever is higher.
5. An Employee shall be considered in Employment with an Employer which is party to a Pension Agreement (as defined herein).

Section L. Covered Employment:

The term Covered Employment shall mean any employment in a bargaining unit in a capacity for which Employer Contributions on behalf of an Employee are payable to the Trust Fund in accordance with the terms of a written collective bargaining agreement with the Union.

The term Covered Employment shall also include any employment with the Union, the Trust Fund, the Teamsters Health and Welfare Fund of Philadelphia and Vicinity and any Employment with an Employer party to a Pension Agreement (as defined herein) for which Employer Contributions on behalf of an Employee are payable to the Trust Fund.

Section M. Employer Contributions on Behalf of an Employee:

The term Employer Contributions on Behalf of an Employee shall mean the Employer Contributions made or payable with reference to the Employee's Covered Employment.

Section N. Covered Day:

The term Covered Day shall mean a day of Employment of an Employee with respect to which an Employer contribution is paid or payable on his behalf into the Trust Fund pursuant to the terms of (i) a written collective bargaining agreement with the Union, (ii) a Pension Agreement, or (iii) a Participation Agreement.

Section O. Hour of Service:

1. For periods of Employment prior to January 1, 1976, an Hour of Service shall mean an hour of Employment in a period of Employment. An hour of Employment, a day of Employment and a week of Employment shall each be determined from each other during periods of Employment in a manner consistently applied to all participants.
2. For periods of Employment after December 31, 1975, an Hour of Service means regular time (a maximum of eight hours per day or 40 hours per week or as otherwise provided for in the applicable collective bargaining agreement) for which an Employee works or is entitled to be paid for the performance of duties for a Covered Employer. Hours of Service include each hour for which back pay irrespective of mitigation of damages, is awarded or agreed to by the Covered Employer. Hours of Service shall be credited under the terms of Department of Labor Regulations, 2530.200b-2(c).
3. On and after January 1, 1987, solely for the purpose of avoiding an Interruption of Service, each hour, not in excess of 375 hours, which otherwise would normally have been credited to an Employee but for the Employee's absence from work:
 - (i) by reason of the pregnancy of the Employee,
 - (ii) by reason of the birth of a child of the Employee
 - (iii) by reason of the placement of a child with the Employee in connection with the adoption of such child by such Employee, or

- (iv) for purposes of caring for such child for a period beginning immediately following such birth or placement shall be treated as Hours of Service.

No credit will be given under this subsection (3) unless the Employee furnishes the Plan Administrator with such timely information as the Trustees may reasonably require to establish that the absence from work is for one or more of the reasons referred to in this subsection and the number of days for which there was such an absence.

Section P. Past Employment:

The term Past Employment shall mean the following periods of employment preceding an Employee's first Covered Day:

- (a) Employment in the industry with an Employer, during periods in which the Employer was party to a collective bargaining agreement with the Union but was not a Covered Employer, calculated from the Employee's last employment or reemployment date following the last Break in Service, or
- (b) Employment by the Union as herein provided calculated from the Employee's last employment or reemployment date following the last Break in Service, or
- (c) Employment by the Trust Fund as herein provided calculated from the Employee's last employment or reemployment date following the last Break in Service, or
- (d) Employment by the Teamsters Health and Welfare Fund of Philadelphia and Vicinity as herein provided calculated from the Employee's last employment or reemployment date following the last Break in Service, or
- (e) Military absence for service in the armed forces of the United States or Canada provided the Employee returned to active employment with a Covered Employer within the period established by law or within such longer period as may be established by the Trustees.

Section Q. Vesting Service:

- 1. Prior to first Covered Day

One year of Vesting Service shall be credited to an Employee for each calendar year of Past Employment during which he has completed at least 1,000 hours of employment or 25 weeks in the armed forces of the United States or Canada. If, with respect to any calendar year of Past Employment, an Employee has less than 1,000 but at least 500 hours of employment, or if he has less than 25 weeks but at least 18 weeks in the armed forces, he shall be credited with one-half of a year of Vesting Service.

- 2. During Covered Employment

- (a) For periods of Covered Employment prior to January 1, 1976, one year of Vesting Service shall be credited to an Employee for each calendar year of Covered Employment during which he has at least 175 Covered Days. In any calendar year during which an Employee

has less than 175 Covered Days but at least 100 Covered Days, he shall be credited with one-half of a year of Vesting Service.

- (b) For periods of Covered Employment after December 31, 1975, one year of Vesting Service shall be credited to an Employee for each calendar year during which he has at least 750 Hours of Service or at least 25 weeks in the armed forces of the United States or Canada.
3. Years of Vesting Service shall be aggregated except that Vesting Service before an Employee's most recent Break in Service shall be forfeited. Service shall include any period of service with a Covered Employer which is not Covered Employment but which must be credited pursuant to the rules set forth in the Department of Labor Regulations, 2530.210.

Section R. Break in Service and Interruption in Service:

- 1. For periods prior to January 1, 1976
 - (a) Prior to first Covered Day - An Employee shall be considered to have a Break in Service prior to his first Covered Day if his period of continuous employment with an employer who subsequently became a Covered Employer was broken for a period of 156 or more consecutive calendar weeks.
 - (b) After first Covered Day - An Employee shall be considered to have a Break in Service after his first Covered Day if he was not in Covered Employment for a period of 156 or more consecutive calendar weeks.
 - (c) Service in the armed forces of the United States or Canada will not be considered as a Break in Service provided the Employee returns to active employment with a Covered Employer within the period established by law or within such longer period as may be established by the Trustees.
- 2. For periods after December 31, 1975
 - (a) An Interruption in Service shall occur with respect to any calendar year during which an Employee fails to complete more than 375 Hours of Service.
 - (b) An Employee who prior to January 1, 1987 incurs an Interruption in Service and who has no nonforfeitable rights to a Termination Benefit in accordance with this Pension Plan, shall be charged with a Break in Service when and if the number of consecutive Interruptions in Service equals or exceeds the aggregate number of Years of Vesting Service, whether or not consecutive, completed before the beginning of such consecutive Interruptions in Service. In determining whether or not a Break in Service has occurred, years of Vesting Service prior to any previous Break in Service shall be disregarded.
 - (c) An Employee who on or after January 1, 1987 incurs an Interruption in Service and who has no nonforfeitable rights to a Termination Benefit in accordance with this Pension Plan, shall be charged with a Break in Service when and if the number of consecutive Interruptions in Service equals or exceeds the greater of (i) the aggregate number of his years of Vesting Service, whether or not consecutive, completed before the beginning of

such consecutive Interruptions in Service, or (ii) five. In determining whether or not a Break in Service has occurred, years of Vesting Service prior to any previous Break in Service shall be disregarded.

- (d) Transition. Subsection (c) shall also apply to those former Employees who were not charged with a Break in Service prior to January 1, 1976 under the provisions of this Pension Plan as in effect from time to time before such date.
- (e) For periods after January 1, 1999, an Employee who has worked at least one (1) Hour of Service in Covered Employment on and after January 1, 1999, and who has accumulated at least five (5) Years of Vesting Service credit since the Employee's last Break in Service, if any, shall not thereafter incur a Break in Service.

Section S. Benefit Service:

- 1. For periods prior to January 1, 1976

- (a) Prior to first Covered Day –

One year of Benefit Service shall be credited to an Employee for each calendar year of Past Employment during which he worked at least 1,000 hours of employment with a Covered Employer or has at least 25 weeks in the armed forces of the United States or Canada. In each calendar year during which an Employee has less than 1,000 hours but at least 500 hours of Past Employment with a Covered Employer or has less than 25 weeks but at least 18 weeks in the armed forces, he shall be credited with one-half of a year of Benefit Service. In each calendar year in which the Employee has less than 500 hours of Past Employment with a Covered Employer or less than 18 weeks in the armed forces of the United States or Canada, no Benefit Service shall accrue. In no event shall such Past Benefit Service be valued any greater than Basis P set forth in Table 1A in Article III, Section A of the Plan.

- (b) During Covered Employment -

One year of Benefit Service shall be credited to an Employee for each calendar year during which he has at least 175 Covered Days. In each calendar year during which an Employee has less than 175 Covered Days but at least 100 Covered Days, he shall be credited with one-half of a year of Benefit Service. In each calendar year in which the Employee has less than 100 Covered Days, no Benefit Service shall accrue. In no event shall such Past Benefit Service be valued any greater than Basis P set forth in Table 1A in Article III, Section A of the Plan.

- 2. For periods after December 31, 1975

- (a) Prior to the first Covered Day -

One year of Benefit Service shall be credited to an Employee for each calendar year of Past Employment during which he has at least 1,800 hours of employment with a Covered Employer or has at least 35 weeks in the armed forces of the United States or Canada. In

each calendar year during which an Employee has less than 1,800 hours but at least 1,000 hours of Past Employment with a Covered Employer or has less than 35 weeks but at least 25 weeks in the armed forces of the United States or Canada, he shall be credited with a fraction of a year of Benefit Service. The numerator of such fraction is the actual number of hours of Past Employment with the Covered Employer (or the number of weeks in the armed forces, as the case may be) and the denominator is 1,800 (or 35, in the case of service in the armed forces). In each such calendar year during which the Employee has less than 1,000 hours of Past Employment with a Covered Employer or less than 25 weeks of service in the armed forces, no Benefit Service shall accrue. In no event shall such Past Benefit Service be valued any greater than Basis P set forth in Table 1A in Article III, Section A of the Plan.

(b) During Covered Employment -

One year of Benefit Service shall be credited to an Employee for each calendar year during which he has at least 1,800 Hours of Service. In each calendar year during which an Employee has less than 1,800 Hours of Service but at least 750 Hours of Service, he shall be credited with a fraction of a year of Benefit Service. The numerator of such fraction is the number of Hours of Service for which the Employee is credited during the year and the denominator is 1,800. In each calendar year during which the Employee has less than 750 Hours of Service, no Benefit Service shall accrue.

Notwithstanding any provision of this Pension Plan to the contrary, if a Retired Employee becomes reemployed by a Covered Employer after his "benefit commencement date," then one year of Benefit Service shall be credited to such reemployed Retired Employee for each calendar year during which he has at least 2,000 Hours of Service. In each calendar year during which such a reemployed Retired Employee has less than 2,000 Hours of Service, but at least 1,000 Hours of Service, he shall be credited with a fraction of a year of Benefit Service. The numerator of such fraction is the number of Hours of Service for which the Employee is credited during the year and the denominator is 2,000. In each calendar year during which the Employee has less than 1,000 Hours of Service, no Benefit Service shall accrue.

3. Years of Benefit Service shall be aggregated, except in the following situations:

- (a) Benefit Service credited before an Employee's most recent Break in Service shall be forfeited.
- (b) Benefit Service credited for employment prior to the time the Employer began participation in this Pension Plan will be canceled after the end of the calendar year following the year in which the Employer ceases participation for an Employee who (i) is a member of a bargaining unit which ceases participation in the Pension Plan and (ii) does not work at least 375 Hours of Service for which contributions are made to the Pension Plan in the calendar year following the year in which the Employer ceases such participation.

Section T. Normal Retirement Age:

Effective January 1, 1986, Normal Retirement Age shall mean the later of:

- (a) the date an Employee attains the age 65, or
- (b) the fifth anniversary of the date an Employee commenced participation in the Pension Plan.

Section U. Actuarial Equivalent:

The term Actuarial Equivalent shall mean having or that which has equal actuarial value based on the assumptions and factors described in Appendix A.

Section V. Gender and Number:

The masculine pronoun whenever used shall include the feminine pronoun and the singular shall include the plural where appropriate.

Section W. Future Service Date:

The term Future Service Date for an Employee shall mean the later of:

- (a) January 1, 1987, or
- (b) the first day of the Plan Year during which his applicable Daily Contribution Rate equals or surpasses \$15.00.

Section X. Special Rule Concerning Military Service:

Notwithstanding any provisions of this Plan to the contrary, contributory service credit, benefit service credit and other service credits with respect to qualified military service will be provided in accordance with Sections 414(u) and 401(a)(37) of the Internal Revenue Code. Effective January 1, 2007, if an Employee dies while performing qualified military service, his Beneficiary shall be entitled to additional benefits (other than contributions relating to the period of qualified military service), if any, that would be provided under the Plan had the Employee resumed Covered Employment with an Employer and then terminated Covered Employment on account of death.

Section Y. Special Rule Concerning Employees Who Formerly Were Participants of the Teamsters Local 158 Pension Fund:

On December 14, 1993, the Trustees of the Trust Fund signed a Merger Agreement which merged the Teamsters Local 158 Pension Fund into the Trust Fund. Appropriate government agencies permitted the merger. Furthermore, the merger was approved by the United States District Court for the Eastern District of Pennsylvania. The Merger Agreement contains special rules for calculating the benefits of all Employees and other individuals who are eligible or who may be eligible for benefits from the Trust Fund as a result of the merger. The relevant provisions of the Merger Agreement are specifically incorporated into the Plan and made a part hereof. Copies of the relevant provisions of the Merger Agreement may be obtained, by all affected participants, by written request to the Administrator.

ARTICLE II.

ELIGIBILITY FOR BENEFITS

Section A. Eligibility for Normal Retirement Benefits:

An Employee who satisfies while in Covered Employment the requirements of Normal Retirement Age as defined in Section T of Article I may, upon application and upon retirement from Covered Employment, receive a Normal Retirement Benefit in an amount, if any, as provided under this Pension Plan.

Section B. Eligibility for Early Retirement Benefits:

An Employee who, on or after January 1, 1976 has been a vested participant of the Pension Plan and (a) has completed 30 years of Vesting Service or (b) has earned at least 25 years of Benefit Service or (c) has worked in Covered Employment after January 1, 1999, has attained age 50 and completed 5 years of Vesting Service or (d) did not work in Covered Employment on or after January 1, 1999, but has attained age 50 and completed 10 years of Vesting Service may, upon application and upon retirement from Covered Employment, receive an Early Retirement Benefit.

Section C. Eligibility for Disability Retirement Benefits:

- (a) An Employee who became a participant of the Pension Plan prior to March 1, 1969 shall be eligible to receive a Disability Retirement Benefit on the terms and conditions set forth in paragraph (d) of this Section C if he meets all of the following conditions:
 - (1) he suffers a Total and Permanent Disability, as defined in paragraph (c) of this Section C, while in Covered Employment; and
 - (2) he has completed at least 10 years of Vesting Service (5 years of Vesting Service if he has been credited with an Hour of Service on or after January 1, 1999); and
 - (3) he has completed 3 continuous years of Vesting Service in Covered Employment; and
 - (4) is entitled to have or has had at least 200 Covered Days of contributions paid into the Trust Fund by a Covered Employer on his behalf.

- (b) An Employee who became a participant of the Pension Plan on or after March 1, 1969 shall be eligible to receive a Disability Retirement Benefit on the terms and conditions set forth in paragraph (d) of this Section C if he meets all of the following conditions:
 - (1) he suffers a Total and Permanent Disability, as defined in paragraph (c) of this Section C, while in Covered Employment on or after January 1, 1976; and
 - (2) he has completed at least 10 years of Vesting Service (5 years of Vesting Service if he has been credited with an Hour of Service on or after January 1, 1999); and
 - (3) he has completed 5 continuous years of Vesting Service in Covered Employment; and

- (4) he has had at least 300 Covered Days of contributions paid into the Trust Fund by a Covered Employer on his behalf.
- (c) An Employee shall be deemed to have suffered a Total and Permanent Disability if, on the basis of medical evidence satisfactory to the Trustees, he is found to be totally and permanently unable to engage in any further Covered Employment whatsoever as a result of bodily injury or disease; and provided he does not receive income from any employment or from other personal, gainful activity which is equal to or greater than the limitation imposed, at the time of the Employee's disability retirement, by the Social Security Administration on income for the purpose of determining eligibility for Social Security disability benefits.

Before the Trustees act on an application for a Disability Retirement Benefit, the Employee applying for the Disability Retirement Benefit shall be required to submit to an examination and tests by a physician or physicians selected by the Trustees, and the Employee may be required to submit to reexamination and tests periodically as the Trustees may direct.

If the Employee is required by the Trustees to submit to a reexamination and tests and the Employee refuses to submit to such, the Employee will be considered to have recovered from his Total and Permanent Disability. In such case, his Disability Retirement Benefits will cease until the Employee submits to reexamination and tests and establishes his Total and Permanent Disability as described above. If the Employee submits to the reexamination and tests within six months of the date first required by the Trustees and establishes continuity of his Total and Permanent Disability, payments will be resumed retroactively to date of cessation. If the Employee submits to the reexamination and tests more than six months after the reexamination and tests were required by the Trustees and establishes continuity of his Total and Permanent Disability, payments will be resumed from the date of reexamination and tests. In any event, if an Employee is unable to establish continuity of his Total and Permanent Disability, payments will cease.

The Trustees, however, in their sole discretion may rely on a determination by the Social Security Administration that the Employee is entitled to Social Security disability benefits in connection with his Old Age and Survivors Insurance coverage as proof of Total and Permanent Disability under this Section in which event the Trustees may waive the requirements for a physical examination.

- (d) The Disability Retirement Benefit payable to an Employee hereunder shall be in the amount provided in Section D of Article III and shall begin as of the later of:
 - (1) the first day of any month which is at least six months after the commencement of his Total and Permanent Disability; or
 - (2) the first day of the month next following the receipt of his application by the Trustees.

Section D. Eligibility for Termination Benefits - Vesting:

An Employee who terminates Covered Employment other than by death or disability and who is not eligible for Normal or Early Retirement Benefits shall be vested and shall have a nonforfeitable right to

a Termination Benefit provided he has completed at least five (5) years of Vesting Service (ten (10) years of Vesting Service if he does not have at least an Hour of Service after December 31, 1998). Notwithstanding the foregoing, an Employee shall be vested if he satisfies while in Covered Employment the requirements of Normal Retirement Age as defined in Section T of Article I. Such benefits will be payable under the same terms and conditions as for Normal or Early Retirement.

For purposes of this Section D only, this Pension Plan shall be treated as if all Covered Employers constitute a single employer so long as an Employee is employed in either Covered Employment or contiguous non-covered employment.

Section E. Eligibility for Pre-Retirement Spouse's Death Benefits:

1. Death on or after August 23, 1984. With respect to the death of a vested participant on or after August 23, 1984, the surviving Eligible Spouse of:
 - (i) an Employee who dies prior to benefit commencement with a nonforfeitable right to a Termination Benefit, or
 - (ii) a former Employee who dies prior to benefit commencement with a nonforfeitable right to a Termination Benefit shall be entitled to receive a lifetime Spouse's Death Benefit in the amount and under the terms provided in Article III. An "Eligible Spouse" is the individual who has been legally married to the Employee or former Employee throughout the one-year period immediately preceding the date of death. Effective January 1, 2007, should the Employee or former Employee be survived by a spouse who has not been legally married to the Employee or former Employee throughout the one year period immediately preceding the date of death, such surviving spouse shall only be eligible to receive that portion of the Employee's or former Employee's guaranteed benefit under the Fund's Normal form of benefit, that being a single life annuity with the first 60 months guaranteed. No benefits shall be payable to anyone under the Pension Plan on behalf of an Employee or former Employee who dies prior to benefit commencement with no nonforfeitable rights to a Termination Benefit.
2. Death before August 23, 1984. With respect to Employees who die before August 23, 1984, the provisions of the Pension Plan regarding death benefits as in effect at the time of death shall apply.

Section F. Compliance with Statutory Vesting Rules:

To the extent which Federal law requires changes or modifications to the Vesting Rules set forth herein with respect to a particular participant or class of participants, the provisions of this Pension Plan shall be interpreted and construed to comply with such applicable laws.

Section G. Eligibility for Pre-Retirement Benefit for Survivors of Unmarried Employees or Former Employees:

Effective July 1, 1998, with respect to the death occurring on or after October 1, 1996 of a vested Employee or former Employee who has not retired and was unmarried at the time of his death, the Beneficiary or Beneficiaries (as determined with reference to Article IV, Section E) of such Employee

or former Employee shall be entitled to survivor annuity payments calculated in accordance with Article III, Section K.”

ARTICLE III.

AMOUNT OF BENEFITS

Section A. Amount of Accrued Retirement Benefit:

Sections A(a) through A(c) of Article III do not apply to Benefit Service accrued after December 31, 2004. Effective January 1, 2005, the Benefit Service accrued by an Employee is exclusively governed by Article III, Section A(f).

- (a) Effective January 1, 1986, an Employee's monthly Accrued Retirement Benefit payable beginning at Normal Retirement Age is equal to his credited years of Benefit Service multiplied by the "Monthly Benefit Rate" as determined from Table 1A opposite his applicable Daily Contribution Rate. The applicable "Daily Contribution Rate" for a Plan Year will be the last rate at which one or more Covered Employers made contributions for at least 45 days to the Trust Fund on the Employee's behalf under a collective bargaining agreement. In no event shall the monthly Accrued Retirement Benefit determined under this subsection (a) exceed the Maximum Accrued Retirement Benefit opposite the applicable Daily Contribution Rate in Table 1A or Table 2, whichever is applicable. Notwithstanding the foregoing, with respect to an Employee whose Covered Employer increases the Daily Contribution Rate to the Trust Fund within any year to a Basis more than one level after the Basis in effect immediately prior to such increase, his applicable "Daily Contribution Rate" will be the lesser of (1) the Rate determined pursuant to the preceding sentence or (2) the Rate associated with the same number of levels after the Basis next following the one in effect immediately prior to the first such increase as the number of full years between the first such increase and the Employee's last day of Covered Employment, unless an increase greater than one Basis level within a year is shown to be actuarially sound.
- (b) Effective January 1, 1987, if an Employee's Daily Contribution Rate is at least \$15.00, his monthly Accrued Retirement Benefit payable at Normal Retirement Age is equal to the sum of (i) and (ii) as follows:
 - (i) His monthly Accrued Retirement Benefit, if any, determined under subsection (a) based on his credited years of Benefit Service up to his Future Service Date and the Daily Contribution Rate in effect pursuant to subsection (a) immediately prior to the date on which his Daily Contribution Rate first became at least \$15.00.
 - (ii) Beginning with the Employee's Future Service Date, his Future Service Accrued Retirement Benefit is equal to the sum of (1) and (2) as set forth below:
 - (1) For an Employee whose Daily Contribution Rate is at least \$15.00 on or before December 31, 1987, his Future Service Accrued Retirement Benefit for 1987 shall be equal to his Benefit Service credited for such year multiplied by that year's Monthly Future Service Benefit Rate as determined from Table 1B.

- (2) An Employee's Future Service Accrued Retirement Benefit for each year of Covered Employment commencing January 1, 1988 or later shall be equal to 2.25% of the total contributions made or required to be made on behalf for the Employee during any such calendar year in which the Employee had 750 or more Hours of Service.
- (c) Special rules apply in the case of an Employee whose Daily Contribution Rate decreases at any point during his Covered Employment. If his subsequent lower Daily Contribution Rate is at least \$15.00, subsection (b) is applicable without modification. If his subsequent lower Daily Contribution Rate is less than \$15.00, his Accrued Retirement Benefit payable at Normal Retirement Age is equal to the sum of (i) and (ii) as follows:
 - (i) His monthly Accrued Retirement Benefit determined under subsection (a) or (b), whichever is applicable, as of the date immediately prior to the date of decrease (provided such pre-decreased benefit is not canceled pursuant to the provisions for aggregation of Benefit Service).
 - (ii) His monthly Accrued Retirement Benefit determined under subsection (a) but based only on any additional Benefit Service credited to him after the date of decrease. Such additional Benefit Service shall be further restricted to the excess, if any, of (1) the maximum number of years of Benefit Service recognized for benefit accrual purposes with respect to the Employee's applicable Basis immediately prior to the date of decrease over (2) the number of years his Benefit Service used in his benefit determination under subsection (c)(i). Solely for purposes of this subsection (c)(ii), the maximum number of years of Benefit Service recognized for benefit accrual purposes with respect to Bases after Basis P shall be the sum of the maximum years recognized with respect to the Employee's applicable Basis immediately prior to the date on which his Daily Contribution Rate first became at least \$15.00 plus the Benefit Service credited to him between his Future Service Date and the date of decrease.

TABLE 1A

Basis	Monthly Benefit Rate for Each Full Year of Benefit Service Daily Contribution Rate of Covered Employer	Maximum Accrued Retirement Benefit			
		Payable During First 60 Months After Retirement	Payable After First 60 Months After Retirement	Payable During First 60 Months After Retirement	Payable After First 60 Months After Retirement
A	\$ 1.80	\$ 5.50	\$ 2.50	\$ 110.00	\$ 50.00
B	2.00	6.75	3.375	135.00	67.50
C	3.00	10.00	4.50	200.00	90.00
D	3.80	12.50	5.50	250.00	110.00
E	4.60	15.00	5.50	300.00	110.00
F	5.40	15.00	10.00	300.00	200.00
G	6.40	15.00	15.00	300.00	300.00
H	7.00	17.25	17.25	345.00	345.00
I	7.40	18.50	18.50	370.00	370.00
J	8.00	20.00	20.00	400.00	400.00
K	9.80	22.00	22.00	616.00*	616.00*
L	11.40	25.00	25.00	700.00*	700.00*
M	13.00	27.50	27.50	770.00*	770.00*
N	13.80	27.50	27.50	825.00	825.00
O	14.20	28.25	28.25	847.50	847.50
P	14.60	29.00	29.00	870.00	870.00

* These maximum Accrued Retirement Benefits are applicable only when benefit commencement occurs on or after age 65. For the maximum Accrued Retirement Benefit applicable for early benefit commencement, see Table 2.

Note: The amounts shown above do not reflect any reduction which may be applicable for early retirement pursuant to Section C of this Article.

TABLE 1B

Basis	Daily Contribution Rate	Monthly Future Service Benefit Rate for Each Full Year of Benefit Service
R	15.40	65.00
S	15.80 or higher	70.00

Note: The amounts shown above do not reflect any reduction which may be applicable for early retirement pursuant to Section C of this Article.

TABLE 2

MAXIMUM ACCRUED RETIREMENT BENEFIT FOR BASES K, L AND M

Attained Age and Minimum Years of Benefit Service at Benefit Commencement		Payable During First 60 Months After Retirement			Payable After First 60 Months After Retirement		
Age	Service	Basis K	Basis L	Basis M	Basis K	Basis L	Basis M
57 or Younger	20	\$440.00	\$500.00	\$550.00	\$440.00	\$500.00	\$550.00
58	21	462.00	525.00	577.50	462.00	525.00	577.50
59	22	484.00	550.00	605.00	484.00	550.00	605.00
60	23	506.00	575.00	632.50	506.00	575.00	632.50
61	24	528.00	600.00	660.00	528.00	600.00	660.00
62	25	550.00	625.00	687.50	550.00	625.00	687.50
63	26	572.00	650.00	715.00	572.00	650.00	715.00
64	27	594.00	675.00	742.50	594.00	675.00	742.50
65	28	616.00	700.00	770.00	616.00	700.00	770.00

Note: The amounts shown above do not reflect any reduction which may be applicable for early retirement pursuant to Section C of this Article.

(d) Special Minimum Benefit

- (i) An Employee who satisfies the eligibility requirements in subsection (d)(ii) below shall be entitled to the greater of:
 - (1) the Employee's Accrued Benefit as determined under subsection (a), (b) and (c) above and reduced in accordance with the Early Retirement Factor in Article III, Section C (if these Early Retirement Factors apply), or
 - (2) the benefit determined in accordance with the Tables in Section (d)(iv), below.
- (ii) To qualify for this Special Minimum Benefit, an Employee must satisfy all of the following criteria:
 - (1) The Employee must retire from Covered Employment on or after January 1, 1992.
 - (2) The Employee must have earned 45 days of contributions to the Fund at a Daily Contribution Rate immediately before his retirement date which applies to the relevant Table in subsection (d)(iv).
 - (3) The Employee must have had a Daily Contribution Rate of at least \$15.00 for at least 5 years.
 - (4) As of the date the Employee retires from Covered Employment, the Employee must have attained the age and Contribution Credit required by the Tables in subsection (d)(iv), below.

(iii) The term “Contribution Credit” is used in subsection (d)(iv) and (d)(v), below. Contribution Credit is a unit of service which shall be calculated in the same manner as Benefit Service during Covered Employment.

(iv) The following Tables will be used to determine the Special Minimum Benefit for any eligible Employee.

(1) If the last Daily Contribution Rate applicable to an otherwise eligible Employee is at least \$19.40, but less than \$21.80, then the Employee's Special Minimum Benefit will be determined in accordance with the following Table:

Years of Contribution Credit

Attained Age at Retirement	At Least 20 Years, but less than 25	At Least 25 Years, but less than 30	30 or More Years
57	\$ 630	\$ 840	\$ 1,400
58	665	910	1,400
59	700	980	1,400
60	735	1,050	1,400
61	770	1,120	1,470
62	840	1,190	1,540
63	910	1,260	1,610
64	980	1,330	1,680
65 or greater	1,050	1,400	1,750

(2) If the last Daily Contribution Rate applicable to an otherwise eligible Employee is at least \$21.80, then the Employee's Special Minimum Benefit will be determined in accordance with the following Table:

Years of Contribution Credit

Attained Age at Retirement	At Least 20 Years, but less than 25	At Least 25 Years, but less than 30	30 or More Years
57	\$ 810	\$ 1,080	\$ 1,800
58	855	1,170	1,800
59	900	1,260	1,800
60	945	1,350	1,800
61	990	1,440	1,890
62	1,080	1,530	1,980
63	1,170	1,620	2,070
64	1,260	1,710	2,160
65 or greater	1,350	1,800	2,250

(3) If either of the Tables in subsections (d)(iv)(1) and (2) is applicable, then the Early Retirement Reduction Factors in Article III, Section C shall not apply, even if the Employee has not attained Normal Retirement Age.

(v) Notwithstanding anything in subsection (d)(iv) or (d)(ii)(4) to the contrary, an Employee who has satisfied the requirements of subsection (d)(ii)(1),(2) and (3) and who has accumulated at least 30 Years of Contribution Credit shall be entitled to a Special Minimum Benefit of:

- (1) \$1,400, if the last Daily Contribution Rate applicable to the Employee is at least \$19.40, but less than \$21.80, or
- (2) \$1,800, if the last Daily Contribution Rate applicable to the Employee is at least \$21.80.

(e) Contributory Service Minimum Benefit

(i) An Employee who satisfies the eligibility requirements in subsection (e)(ii) below shall be entitled to the Contributory Service Minimum Benefit calculated under this subparagraph, rather than to any benefit determined under any other provision of this Plan, if the Contributory Service Minimum Benefit is greater than the benefit to which the Employee would otherwise be entitled. The term "Contribution Credit" as used in this subparagraph will have the same meaning as that term has in Article III, Section (A)(d).

(ii) To qualify for this Contributory Service Minimum Benefit, an Employee must satisfy all of the following criteria:

- (1) The Employee must retire from Covered Employment on or after January 1, 1995.
- (2) The Employee must have earned 45 days of contributions to the Fund at a Daily Contribution Rate which applies to the relevant Table in subsection (e)(iii) below.
- (3) The Employee must have had a Daily Contribution Rate of at least \$15.00 for at least 7 years, provided that in the case of benefits under subsection (e)(iii)(4) below, the Employee must have a Daily Contribution Rate of at least \$15.00 for at least 10 years.
- (4) As of the date the Employee retires from Covered Employment, the Employee must have attained the age and Contribution Credit required by the Tables in subsection (e)(iii), below.

(iii) The following Tables will be used to determine the Contributory Service Minimum Benefit for any eligible Employee.

- (1) If the Daily Contribution Rate applicable to such Employee is at least \$24.60, but less than \$28.20, then the Employee's Contributory Service Minimum Benefit will be determined in accordance with the following table:

Last Daily Contribution Rate (45 days) at least \$24.60, but less than \$28.20

Effective 1/1/95

Age at Retirement Date	Years of Contributory Credit										
	25	26	27	28	29	30	31	32	33	34	35
54 (and Under)	REGULAR PENSION IS PAID FOR THESE AGE AND CREDIT COMBINATIONS					2,250	2,340	2,430	2,520	2,610	2,700
55	1,350	1,350	1,350	1,350	1,350	2,250	2,340	2,430	2,520	2,610	2,700
56	1,350	1,440	1,440	1,440	1,440	2,250	2,340	2,430	2,520	2,610	2,700
57	1,350	1,440	1,530	1,530	1,530	2,250	2,340	2,430	2,520	2,610	2,700
58	1,350	1,440	1,530	1,620	1,620	2,250	2,340	2,430	2,520	2,610	2,700
59	1,350	1,440	1,530	1,620	1,710	2,250	2,340	2,430	2,520	2,610	2,700
60	1,350	1,440	1,530	1,620	1,710	2,250	2,340	2,430	2,520	2,610	2,700
61	1,440	1,440	1,530	1,620	1,710	2,250	2,340	2,430	2,520	2,610	2,700
62	1,530	1,530	1,530	1,620	1,710	2,250	2,340	2,430	2,520	2,610	2,700
63	1,620	1,620	1,620	1,620	1,710	2,250	2,340	2,430	2,520	2,610	2,700
64	1,710	1,710	1,710	1,710	1,710	2,250	2,340	2,430	2,520	2,610	2,700
65	1,800	1,800	1,800	1,800	1,800	2,250	2,340	2,430	2,520	2,610	2,700

- (2) If the Daily Contribution Rate applicable to such employee is at least \$28.20, but less than \$31.00, then the Employee's Contributory Service Minimum Benefit will be determined in accordance with the following table:

Last Daily Contribution Rate (45 days) at least \$28.20, but less than \$31.00

Effective 1/1/95

Age at Retirement Date	Years of Contributory Credit										
	25	26	27	28	29	30	31	32	33	34	35
54 (and Under)	REGULAR PENSION IS PAID FOR THESE AGE AND CREDIT COMBINATIONS					2,375	2,470	2,565	2,660	2,755	2,850
55	1,425	1,425	1,425	1,425	1,425	2,375	2,470	2,565	2,660	2,755	2,850
56	1,425	1,520	1,520	1,520	1,520	2,375	2,470	2,565	2,660	2,755	2,850
57	1,425	1,520	1,615	1,615	1,615	2,375	2,470	2,565	2,660	2,755	2,850
58	1,425	1,520	1,615	1,710	1,710	2,375	2,470	2,565	2,660	2,755	2,850
59	1,425	1,520	1,615	1,710	1,805	2,375	2,470	2,565	2,660	2,755	2,850
60	1,425	1,520	1,615	1,710	1,805	2,375	2,470	2,565	2,660	2,755	2,850
61	1,520	1,520	1,615	1,710	1,805	2,375	2,470	2,565	2,660	2,755	2,850
62	1,615	1,615	1,615	1,710	1,805	2,375	2,470	2,565	2,660	2,755	2,850
63	1,710	1,710	1,710	1,710	1,805	2,375	2,470	2,565	2,660	2,755	2,850
64	1,805	1,805	1,805	1,805	1,805	2,375	2,470	2,565	2,660	2,755	2,850
65	1,900	1,900	1,900	1,900	1,900	2,375	2,470	2,565	2,660	2,755	2,850

- (3) If the Daily Contribution Rate applicable to such Employee is at least \$31.00, but less than \$34.60, then the Employee's Contributory Service Minimum benefit will be determined in accordance with the following table:

Last Daily Contribution Rate (45 days) at least \$31.00, but less than \$34.60											Effective 1/1/95
Age at Retirement Date	Years of Contributory Credit										
	25	26	27	28	29	30	31	32	33	34	35
54 (and Under)	REGULAR PENSION IS PAID FOR THESE AGE AND CREDIT COMBINATIONS					2,500	2,600	2,700	2,800	2,900	3,000
55	1,500	1,500	1,500	1,500	1,500	2,500	2,600	2,700	2,800	2,900	3,000
56	1,500	1,600	1,600	1,600	1,600	2,500	2,600	2,700	2,800	2,900	3,000
57	1,500	1,600	1,700	1,700	1,700	2,500	2,600	2,700	2,800	2,900	3,000
58	1,500	1,600	1,700	1,800	1,800	2,500	2,600	2,700	2,800	2,900	3,000
59	1,500	1,600	1,700	1,800	1,900	2,500	2,600	2,700	2,800	2,900	3,000
60	1,500	1,600	1,700	1,800	1,900	2,500	2,600	2,700	2,800	2,900	3,000
61	1,600	1,600	1,700	1,800	1,900	2,500	2,600	2,700	2,800	2,900	3,000
62	1,700	1,700	1,700	1,800	1,900	2,500	2,600	2,700	2,800	2,900	3,000
63	1,800	1,800	1,800	1,800	1,900	2,500	2,600	2,700	2,800	2,900	3,000
64	1,900	1,900	1,900	1,900	1,900	2,500	2,600	2,700	2,800	2,900	3,000
65	2,000	2,000	2,000	2,000	2,000	2,500	2,600	2,700	2,800	2,900	3,000

- (4) If the Daily Contribution Rate applicable to such Employee is at least \$34.60, and the Employee's benefit commencement date occurs on or after July 1, 1998, then the Employee's Contributory Service Minimum benefit will be determined in accordance with the following table:

Last Daily Contribution Rate (45 days) at least \$34.60											Effective 7/31/98
Age at Retirement Date	Years of Contributory Credit										
	25	26	27	28	29	30	31	32	33	34	35
54 (and Under)	REGULAR PENSION IS PAID FOR THESE AGE AND CREDIT COMBINATIONS					2,760	2,852	2,944	3,036	3,128	3,220
55	1,500	1,500	1,500	1,500	1,500	2,760	2,852	2,944	3,036	3,128	3,220
56	1,500	1,600	1,600	1,600	1,600	2,760	2,852	2,944	3,036	3,128	3,220
57	1,500	1,600	1,700	1,700	1,700	2,760	2,852	2,944	3,036	3,128	3,220
58	1,500	1,600	1,700	1,800	1,800	2,760	2,852	2,944	3,036	3,128	3,220
59	1,500	1,600	1,700	1,800	1,900	2,760	2,852	2,944	3,036	3,128	3,220
60	1,500	1,600	1,700	1,800	1,900	2,760	2,852	2,944	3,036	3,128	3,220
61	1,600	1,600	1,700	1,800	1,900	2,760	2,852	2,944	3,036	3,128	3,220
62	1,700	1,700	1,700	1,800	1,900	2,760	2,852	2,944	3,036	3,128	3,220
63	1,800	1,800	1,800	1,800	1,900	2,760	2,852	2,944	3,036	3,128	3,220
64	1,900	1,900	1,900	1,900	1,900	2,760	2,852	2,944	3,036	3,128	3,220
65	2,000	2,000	2,000	2,000	2,000	2,760	2,852	2,944	3,036	3,128	3,220

- (iv) If an Employee satisfies the requirements of subparagraphs (e)(ii) and (e)(iii) above, then the Early Retirement Reduction Factors in Article III, Section C shall not apply, even if the Employee has not attained Normal Retirement Age.
- (f) The following provisions govern Benefit Service accrued on or after January 1, 2005.

- (1) In the case of an Employee or vested former Employee whose Daily Contribution Rate as of December 31, 2004 is less than \$15.00, the Benefit Service that such Employee or vested former Employee accrues is equal to his credited years of Benefit Service multiplied by the "Monthly Benefit Rate" as determined from Table 1A opposite the applicable Daily Contribution Rate. The applicable "Daily Contribution Rate" for a Plan Year will be the lesser of: (i) the last rate at which one or more Covered Employers made contributions for at least 45 days to the Trust Fund on the Employee's behalf under a collective bargaining agreement, or (ii) the rate at which the Employee's Covered Employer made contributions to the Trust Fund on behalf of the bargaining unit employees effective on December 31, 2004. In no event shall the monthly Accrued Retirement Benefit determined under this Subsection (f)(1) exceed the Maximum Accrued Retirement Benefit opposite the applicable Daily Contribution Rate in Table 1A or Table 2, whichever is applicable.
- (2) If an Employee's Daily Contribution Rate is at least \$15.00 as of December 31, 2004, then the Benefit Service that he accrues for each year of Covered Employment commencing January 1, 2005 or later shall be equal to a percentage from the table below multiplied by the lesser of: (i) the total contributions that were made or required to be made on behalf of the Employee during any such calendar year in which the Employee had 750 or more Hours of Service, or (ii) such total contributions calculated as if the Employee's Daily Contribution Rate equaled that which his Covered Employer contributed or was required to contribute to the Trust Fund on his behalf on December 31, 2004.

<u>Percentage</u>	<u>Applicable Period</u>
1.00%	Benefit Service accrued after December 31, 2010
1.35%	Benefit Service accrued after December 31, 2004 and prior to January 1, 2011

- (3) The Benefit Service that an Employee accrues under Subsection (f)(1) and (2) will be aggregated with any Benefit Service that such Employee has accrued for prior periods of time under other parts of this Plan.
- (4) With respect to the Special Minimum Benefits and Contributory Service Minimum Benefits set forth in Article III, Section A., Subsections (d) and (e), respectively, an Employee's minimum benefit under such benefit provisions shall be measured with reference to the contribution rate payable by such Employee's Employer as of December 31, 2004.

Section B. Amount of Normal Retirement Benefits:

An Employee who retires on or after his Normal Retirement Age as provided in Section A of Article II, shall be entitled to receive his Accrued Retirement Benefit payable pursuant to Article IV. The Accrued Retirement Benefit of an Employee who retires after attaining age 70½ shall be increased to its Actuarial

Equivalent to reflect the period from April 1 of the year after the year the Employee attains age 70½ (or January 1, 1997, if later) to the Employee's annuity starting date, including any period of suspendible service under Section 411(a)(3)(B) of the Internal Revenue Code.

Section C. Amount of Early Retirement Benefits:

An Employee who retires early as provided in Section B of Article II shall be entitled to receive a monthly benefit commencing at early retirement payable pursuant to Article IV. Such benefit shall be equal to a percentage of his Accrued Retirement Benefit. The applicable percentages are set forth in Adjustment Table ERF1 and ERF2 contained in Appendix A of the Pension Plan. Table ERF1 applies to any Employee or vested former Employee who retires early after having attained age 50 while in Covered Employment and having completed 20 years of Benefit Service; however, years of Benefit Service for such Employee or vested former Employee accrued after December 31, 2004 shall not be included in determining benefits under Table ERF1. Table ERF2 applies to all other Employees and vested former Employees. However, with respect to both Table ERF1 and Table ERF2, the applicable percentage for an Employee who has completed 25 years of Benefit Service or 30 years of Vesting Service is 100% of his Accrued Retirement Benefit accrued as of December 31, 2010. In the case of an Employee or vested former Employee who has not earned 25 years of Benefit Service or 30 years of Vesting Service, the Early Retirement monthly benefit of such Employee or vested former Employee who retires on or after January 1, 2005 after having attained age 50 while in Covered Employment and having completed 20 years of Benefit Service shall be equal to the greater of (1) his accrued benefit at December 31, 2004 multiplied by the applicable ERF1 factor, or (2) all accrued Benefit Service multiplied by the applicable ERF2 factor. Effective January 1, 2011, with respect to both Table ERF1 and Table ERF2, the applicable percentage for an Employee who has attained age 55 and completed 25 years of Benefit Service shall be equal to 100% of his Accrued Retirement Benefit that is accrued after December 31, 2010.

Section D. Amount of Disability Retirement Benefits:

An Employee who qualifies for Disability Retirement Benefits as provided in Section C of Article II shall be entitled to receive, payable pursuant to Article IV, \$200.00 per month or \$100.00 per month with respect to Employees for whom Basis A, B or C is the applicable "Daily Contribution Rate of Covered Employer" pursuant to Table 1A. Notwithstanding the first paragraph of Section B of Article IV, the normal form of benefit with respect to the payment of Disability Retirement Benefits is a single life annuity with payments ceasing upon death of the Retired Employee whether death occurs before or after completion of 60 monthly payments.

Subject to the conditions specified in Section C of Article II, Disability Retirement Benefits will be payable to the Retired Employee until the earliest of (i) his Normal Retirement Age, (ii) the date he elects an Early Retirement Benefit, (iii) his death, or (iv) his recovery from Total and Permanent Disability.

Upon attainment of Normal Retirement Age (or election of Early Retirement Benefits, if applicable), Disability Retirement Benefits will cease and the Retired Employee shall be entitled to receive Normal Retirement Benefits pursuant to Section B of this Article III). However, in such case, the Normal Retirement Benefit (or Early Retirement Benefit, if applicable) payable shall not be less than \$200.00 per month, or \$100.00 per month if Basis A, B or C is applicable.

If an Employee qualifies for benefits under both Section C of Article II and either Section A or B of Article II, he will receive the larger benefit, but shall not receive more than one type of benefit.

Section E. Amount of Termination Benefits:

An Employee who terminates service with a nonforfeitable right to a Termination Benefit as provided in Section D of Article II shall be entitled to receive his Accrued Retirement Benefit. Such benefit shall be payable pursuant to Article IV commencing upon satisfaction of the retirement at Normal Retirement Age as defined in Section T of Article I; provided, however, that if an Employee, who is entitled to a Termination Benefit as previously described, terminates service before he has attained age 50, then upon attaining age 50, he shall then be eligible to have his Termination Benefit commence. In such circumstances, the Termination Benefit shall be reduced using Adjustment Table ERF2 as described in Section C of Article III.

Section F. Special Rule for Employees of YRC Worldwide, Inc.

Notwithstanding anything stated in this Plan to the contrary, no employee of YRC Worldwide, Inc. (including, but not limited to employees of YRC, Inc., Yellow Freight, Roadway Express, USF Holland or New Penn Motor Express, or such other companies or entities under common control within the meaning of Section 4001(b)(1) of the Internal Revenue Code) shall receive any accrual to his or her monthly benefit on account of any Covered Employment with YRC Worldwide, Inc. or any subsidiary thereof after July 31, 2009.

Section G. Amount of Pre-Retirement Spouse's Death Benefits:

The monthly benefit payable to the surviving Eligible Spouse of a deceased Employee or former Employee under Section E of Article II, shall be the amount which would have been payable as a 50% survivor annuity; provided that, however, a 100% survivor annuity will be payable if (i) the deceased Employee or former Employee had at least 30 years of Vesting Service Credit, and had worked in Covered Employment on or after January 1, 1988, or (ii) the deceased Employee or former Employee had at least 25 years of Vesting Service Credit and worked in Covered Employment on or after January 2, 1998, or (iii) the deceased Employee or former Employee had at least 23 years of Vesting Service Credit and worked in Covered Employment on or after January 1, 1999, and if:

- (a) in the case of an Employee or former Employee who dies on or after the date on which he had attained his Earliest Retirement Age, such Employee or former Employee had retired on the day before his death having elected immediate retirement in the form of a Qualified Joint and Survivor Annuity, or
- (b) in the case of an Employee or former Employee who dies before the date on which he would have attained his Earliest Retirement Age, such Employee or former Employee had:
 - (i) separated from service on the date of death, and
 - (ii) survived to his Earliest Retirement Age, and
 - (iii) retired having elected immediate retirement in the form of a Qualified Joint and Survivor Annuity, and

- (iv) died on the next day.

The pre-retirement survivor annuity payments to the Eligible Spouse shall begin on the later of the Employee's or former Employee's Earliest Retirement Age or the first day of the month following his date of death. Notwithstanding the foregoing, an Eligible Spouse may elect to defer commencement of Pre-Retirement Spouse's Death Benefits to a later date, in which case the computation set forth in paragraph (a) or (b) above, whichever is applicable, shall be made as if the Employee or former Employee had:

- (i) separated from service on his last date of Covered Employment, and
- (ii) survived to such later benefit commencement date, and
- (iii) retired having elected immediate retirement in the form of a Qualified Joint and Survivor Annuity, and
- (iv) died on the next day.

The term "Earliest Retirement Age" means the earliest date on which, under the Pension Plan, the Employee or former Employee could elect to receive Early or Normal Retirement Benefits. Notwithstanding the foregoing, all distributions made pursuant to this Section G shall be made in accordance with the Treasury regulations issued under Section 401(a)(9) of the Internal Revenue Code.

Section H. Minimum Benefits:

The amount of benefit payable under this Pension Plan shall be no less than the benefit which would have been payable under the Pension Plan as in effect on December 31, 1985 based on service credits and the benefit accrued as of that date.

Section I. Maximum Benefits:

The annual benefit otherwise payable to a Participant at any time shall not exceed the maximum permissible benefit. For purposes of this Section I, the following terms shall have the following meanings:

1. Defined benefit compensation limitation. The "defined benefit compensation limitation" is 100 percent of the average compensation for the three consecutive plan years (or, if the Participant has less than three consecutive plan years of service, the Participant's longest consecutive period of service, but not less than one year) that produces the highest average. In the case of a Participant who is rehired after a severance from employment, the years immediately preceding and following the break period shall be treated as consecutive. A Participant's compensation for a Plan year shall not include compensation in excess of the limitation under Section 401(a)(17) of the Internal Revenue Code that is in effect for the calendar year in which such year of service begins.
2. Defined benefit dollar limitation. The "defined benefit dollar limitation" is \$160,000, as adjusted, effective January 1 of each year, under Section 415(d) of the Code in such manner as the Secretary of the Treasury shall prescribe, and payable in the form of a straight life annuity.

This limitation as adjusted under Section 415(d) of the Code will apply to limitation years ending with or within the calendar year for which the adjustment applies.

3. Maximum permissible benefit: The “maximum permissible benefit” is the lesser of the defined benefit dollar limitation or the defined benefit compensation limit (adjusted where required, as provided in subparagraph (a) and, if applicable, in subparagraphs (b) or (c) below, and limited, if applicable, as provided in subparagraph (d) below).
- (a) If the Participant has fewer than 10 years of participation in the Pension Plan, the defined benefit dollar limitation shall be multiplied by a fraction, (i) the numerator of which is the number of years (or part thereof) of participation in the Pension Plan and (ii) the denominator of which is 10. If the Participant has fewer than ten years of Vesting Service, the defined benefit compensation limit shall be multiplied by a fraction, (i) the numerator of which is the number of year of Vesting Service and (ii) the denominator of which is 10.
 - (b) If the benefit of a Participant begins prior to age 62, the defined benefit dollar limitation applicable to the Participant at such earlier age is an annual benefit payable in the form of a straight life annuity beginning at the earlier age that is the actuarial equivalent of the defined benefit dollar limitation (adjusted under (a) above, if required).
 - (i) If the benefit commencement date is prior to January 1, 2008, the defined benefit dollar limitation applicable at an age prior to age 62 is determined as the lesser of (i) the actuarial equivalent (at such age) of the defined benefit dollar limitation computed using the interest rate and mortality table (or other tabular factor) specified in Appendix A of the Pension Plan and (ii) the actuarial equivalent (at such age) of the defined benefit dollar limitation computed using a 5 percent interest rate and the applicable mortality table as defined in Appendix A of the Pension Plan. Any decrease in the defined benefit dollar limitation determined in accordance with this subparagraph (b) shall not reflect a mortality decrement if benefits are not forfeited upon the death of the Participant. If any benefits are forfeited upon death, the full mortality decrement is taken into account.
 - (ii) If the benefit commencement date is on or after January 1, 2008, and the Plan does not have an immediately commencing straight life annuity payable at both age 62 and the age of benefit commencement, the defined benefit dollar limitation applicable at an age prior to age 62 is determined using a 5 percent interest rate and the applicable mortality table as defined in Appendix A of the Pension Plan.
 - (iii) If the benefit commencement date is on or after January 1, 2008, and the Plan has an immediately commencing straight life annuity payable at both age 62 and the age of benefit commencement, the defined benefit dollar limitation applicable at an age prior to age 62 is the lesser of the amount determined under (b)(ii) above or the defined benefit dollar limitation (adjusted under (a) above, if required) multiplied by the ratio of the annual amount of the immediately commencing straight life annuity under the Plan at the Participant’s benefit commencement date to the annual amount of the immediately commencing straight life annuity under the Plan at age 62, both determined without applying the limitations of this Section I.

- (c) If the benefit of a Participant begins after the Participant attains age 65, the defined benefit dollar limitation applicable to the Participant at the later age is the annual benefit payable in the form of a straight life annuity beginning at the later age that is actuarially equivalent to the defined benefit dollar limitation (adjusted under (a) above, if required).
- (i) If the benefit commencement date is prior to January 1, 2008, the actuarial equivalent of the defined benefit dollar limitation applicable at an age after age 65 is determined as (i) the lesser of the actuarial equivalent (at such age) of the defined benefit dollar limitation computed using the interest rate and mortality table (or other tabular factor) specified in Appendix A of the Pension Plan and (ii) the actuarial equivalent (at such age) of the defined benefit dollar limitation computed using a 5 percent interest rate assumption and the applicable mortality table as defined in Appendix A of the Pension Plan. For these purposes, mortality between age 65 and the age at which benefits commence shall be ignored.
- (ii) If the benefit commencement date is on or after January 1, 2008, and the Plan does not have an immediately commencing straight life annuity payable at both age 65 and the age of benefit commencement, the defined benefit dollar limitation applicable at an age after age 65 is determined using a 5 percent interest rate assumption and the applicable mortality table as defined in Appendix A of the Pension Plan.
- (iii) If the benefit commencement date is on or after January 1, 2008, and the Plan has an immediately commencing straight life annuity payable at both age 65 and the age of benefit commencement, the defined benefit dollar limitation applicable at an age after age 65 is the lesser of the amount determined under (c)(ii) above or the defined benefit dollar limitation (adjusted under (a) above, if required) multiplied by the ratio of the annual amount of the adjusted immediately commencing straight life annuity under the Pension Plan at age 65, both determined without applying the limitations of this Section I. For this purpose the adjusted immediately commencing straight life annuity under the Plan at the Participant's benefit commencement date is the annual amount of such annuity payable to the Participant, computed disregarding the Participant's accruals after age 65 but including actuarial adjustments even if those actuarial adjustments are used to offset accruals; and the adjusted immediately commencing straight life annuity under the Plan at age 65 is the annual amount of such annuity that would be payable under the Plan to a hypothetical Participant who is age 65 and has the same accrued benefit as the Participant.

4. Compensation. "Compensation" shall mean wages as defined for purposes of Section 3401(a) of the Code (income tax withholding at the source), without regard to any rules thereunder that limit the remuneration included in wages based on the nature and location of the employment or the services performed (such as the exception for agricultural labor in Section 3401(a)(2)), and shall include elective amounts pursuant to Sections 125 and 401(k) of the Internal Revenue Code after 1996 and, after 1997, Section 132(f)(4) thereof. Effective January 1, 2008, compensation shall include compensation paid by the later of 2 ½ months after an Employee's severance from Covered Employment or the end of the Plan Year that includes the date of the Employee's severance from Covered Employment, if:

- (a) the payment is regular compensation for services during the Employee's regular working hours, or compensation for services outside the Employee's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar payment, and, absent a severance from employment, the payments would have been paid to the Employee while the Employee continued in Covered Employment;
- (b) the payment is for unused accrued bona fide sick, vacation or other leave that the Employee would have been able to use if Covered Employment had continued; or
- (c) the payment is received by the Employee pursuant to a nonqualified unfunded deferred compensation plan and would have been paid at the same time if employment had continued, but only to the extent includible in gross income.

Any payments not described above shall not be considered compensation if paid after severance from Covered Employment, even if they are paid by the later of 2 ½ months after the date of severance from Covered Employment or the end of the Plan Year that includes the date of the severance from Covered Employment.

Notwithstanding the foregoing, effective January 1, 2009, differential wage payments, as defined in Section 414(u)(12) of the Code, if any, shall be included in an Employee's Compensation for purposes of applying the benefit limitation provisions of this Article III, Section I.

5. Annual Benefit. An "annual benefit" is a benefit payable in the form of a straight life annuity. A benefit payable in any form other than a straight life annuity must be adjusted to a straight life annuity, beginning at the same age, which is actuarially equivalent to such benefit. Effective for distributions occurring on or after January 1, 2004, the determination of actuarial equivalence of forms of benefit other than a straight life annuity shall be made in accordance with the following actuarial assumptions:

- (a) The actuarially equivalent straight life annuity for purposes of benefits that are not subject to Section 417(e)(3) is, for periods prior to January 1, 2008, equal to the greater of (i) the equivalent annual benefit computed using the interest rate and mortality table, or tabular factor, specified in the Plan for actuarial equivalence for the particular form of benefit payable, and (ii) the equivalent annual benefit computed using a 5% interest rate assumption and the applicable mortality table from Appendix A. For periods on or after January 1, 2008, the actuarially equivalent straight life annuity for purposes of benefits that are not subject to Section 417(e)(e) is equal to the greater of (i) the annual amount of the straight life annuity (if any) payable to the Participant under the Plan commencing at the same annuity starting date as the Participant's form of benefit, and (ii) the annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit using a 5% interest rate assumption and the applicable mortality table from Appendix A.
- (b) For Plan benefits subject to Section 417(e)(3), the equivalent annual straight life annuity is, for periods on or after January 1, 2006, equal to the greater of (i) the equivalent annual benefit computed using the interest rate and mortality table, or tabular factor, specified in the Plan for actuarial equivalence for the particular form of benefit payable, (ii) the

equivalent annual benefit computed using a 5.5% interest rate assumption and the applicable mortality table from Appendix A, and (iii) the equivalent annual benefit computed using the interest rate specified in Appendix A and the applicable mortality table specified in Appendix A, divided by 1.05. For benefit commencement dates beginning 2004 or 2005, the equivalent annual straight life annuity is equal to the greater of (i) the equivalent annual benefit computed using the interest rate and mortality table, or tabular factor, specified in the Plan for actuarial equivalence for the particular form of benefit payable, and (ii) a 5.5% interest rate assumption and the applicable mortality table from Appendix A.

Section J. Increased Benefits for Certain Employees:

Solely with respect to any Employee whose last Covered Day occurred during the period April 1, 1985 through December 31, 1985 and who had contributions made on his behalf for at least 45 days at a Daily Contribution Rate of \$13.80, all of the provisions of this Pension Plan as effective January 1, 1986 shall be applicable.

Section K. Amount of Pre-retirement Survivor Benefits - Unmarried Employees, Former Employees or Alternate Payees.

Should an unmarried, vested Employee, former Employee, or Alternate Payee (as such term is defined in Article V, Section C) die on or after October 1, 1996, prior to his benefit commencement date, and such Employee, former Employee or Alternate Payee is survived by children or parents, then pre-retirement survivor annuity payments will be payable. Those payments will be equal to what would have been paid to the Employee, former Employee or Alternate Payee had the Employee, former Employee or Alternate Payee survived to the benefit commencement date. Such benefits will be payable for a maximum of sixty (60) months to the beneficiary or beneficiaries set forth in Article IV, Section E. Payment shall begin on the benefit commencement date as herein defined. Notwithstanding the foregoing, the eligible beneficiary or beneficiaries may elect to defer commencement of such pre-retirement survivor annuity payments to a later date, in which case the computation of such monthly annuity payments shall be made as if the Employee, former Employee or Alternate Payee had:

- (i) separated from service on his last date of Covered Employment, and
- (ii) survived to such later benefit commencement date; and
- (iii) retired having elected immediate retirement in the form of a single life pension annuity with the first sixty (60) months of payment guaranteed, and
- (iv) died the next day.

The term 'benefit commencement date' shall mean the later of the Employee's, former Employee's or Alternate Payee's Earliest Retirement Age or the first day of the month following his date of death. The term 'Earliest Retirement Age' means the earliest date on which, under the Pension Plan, the Employee, former Employee or Alternate Payee could elect to receive Early or Normal Retirement Benefits. Notwithstanding the foregoing, effective January 1, 2003, commencement of pre-retirement survivor annuity payments made under this Section J shall begin no later than December 31 of the calendar year

immediately following the calendar year in which the unmarried, vested Employee, former Employee or Alternate Payee died.

For purposes of this Section only, an Employee, former Employee or Alternate Payee will be deemed to have died as a single individual unless his spouse, if any, survived him by at least thirty (30) days.

For purposes of this Section only, a beneficiary's interest in a pre-retirement survivor benefit cannot be assigned, anticipated, alienated or devised, and shall terminate upon the death of that beneficiary, including, without limitation, those cases in which the beneficiary elects to defer commencement of benefit payment.

ARTICLE IV.

PAYMENT OF BENEFITS

Section A. Payment Commencement:

An Employee who is eligible for a benefit from this Pension Plan as set forth in Article II, shall, upon retirement from Covered Employment and upon approval by the Trustees of an application submitted to the Trustees in a form satisfactory to the Trustees, become entitled to a retirement benefit beginning as of the first day of the month next following receipt of his written application by the Trustees. Unless the Employee or vested former Employee elects otherwise, the payment of benefits to an Employee (or vested former Employee) who is eligible for a benefit from this Pension Plan shall begin not later than the 60th day after the close of the Plan Year in which occurs the later of (i) the date on which the Employee (or former Employee) attains his Normal Retirement Age, or (ii) the date the Employee (or former Employee) terminates Employment with his Employer. An Employee or vested former Employee may elect to have distribution begin later than the date specified in (i) or (ii) of the preceding sentence, but not later than April 1 of the calendar year following the later of the calendar year in which he attains age 70½ or in which he retires. Notwithstanding the foregoing, an Employee who reaches age 70½ after 1995 but before 1999 may elect to begin receiving benefits as of April 1st of the calendar year following the calendar year in which he attained 70½. All distributions required pursuant to this Section A of Article IV will be determined and made in accordance with the Section 401(a)(9) of the Internal Revenue Code and the Treasury regulations issued with respect thereto, as may be amended from time to time. Payment of an Employee's or vested former Employee's benefits shall be made over the life of the Employee or former Employee (or the lives of the Employee or former Employee and his or her survivor) or over a period not extending beyond the life expectancy of the Employee or former Employee (or the life expectancies of the Employee or former Employee and his or her survivor); provided, however, that if an Employee or former Employee dies before his or her entire benefit has been distributed, the remaining portion of such benefit shall be distributed at least as rapidly as under the method of distribution being used as of the date of the Employee's death. Notwithstanding anything in this Pension Plan to the contrary, the Pension Plan will apply the minimum distribution requirements of Section 401(a)(9) of the Internal Revenue Code in accordance with Treasury Regulations Sections 1.401(a)(9)-1 through 1.401(a)(9)-9 that were issued on April 17, 2002 and June 15, 2004, including the incidental death benefit requirement.

Section B. Normal Form of Benefit:

With respect to Employees for whom Basis D or higher is the applicable "Daily Contribution Rate of Covered Employer, the normal form of benefit is a single life annuity terminating with the last monthly payment before his death, except that if, after payments commence, the Retired Employee dies prior to completion of 60 monthly payments, the monthly benefit "Payable During the First 60 Months after Retirement" will continue to be paid to his Beneficiary or Beneficiaries, as defined and delimited in Section E, during life, for the balance of the 60 months. With respect to any Employee for whom Basis A, B, or C is the applicable "Daily Contribution Rate of Covered Employer" pursuant to Table 1A of Article III, the normal form of benefit is a single life annuity with payment ceasing upon his death whether death occurs before or after completion of 60 monthly payments.

However, if an Employee is eligible for a Normal Retirement Benefit, Early Retire Benefit, Termination Benefit or Disability Retirement Benefit and is married on his benefit commencement date, his benefit shall be paid in the form of a Qualified Joint and Survivor Annuity, as defined in Section C, a 75% Joint-Life Pension, or a 100% Joint-Life Pension, whichever the Employee elects, unless he elects otherwise as provided in Section C. The benefit payable to the Employee in the form of a Qualified Joint and Survivor Annuity, a 75% Joint-Life Pension, or a 100% Joint-Life Pension shall be the Actuarial Equivalent of his normal form of benefit.

Section C. Qualified Joint and Survivor Annuity:

- (a) The term “Qualified Joint and Survivor Annuity” means an annuity that provides monthly benefits which are:
 - (i) the Actuarial Equivalent of the normal form of benefit, and
 - (ii) payable to the Retired Employee during his lifetime and, after his death, 50% of the benefit payable to the Retired Employee shall be continued to the spouse, if surviving, during the spouse's lifetime.

Notwithstanding the foregoing, if the Employee has been married less than one year as of the benefit commencement date, his spouse's survivor annuity benefit shall be forfeited if (i) the Employee and spouse are divorced within the first year of marriage or (ii) the Employee dies before the first anniversary of the marriage. The benefit will not be increased if the spouse predeceases the Employee unless the Employee, prior to the commencement of benefit payment, has opted for a restoration form of benefit.

- (b) Each Employee who is married as of the benefit commencement date shall have the right to elect not to take his pension benefit in the form of a Qualified Joint and Survivor Annuity, provided such election is submitted to the Trustees in writing, within the election period specified in subsection (c), and provided further that the spouse of the Employee, in writing witnessed by a Plan representative or a notary public, consents to such election and acknowledges the effect of it, including the alternate form of benefit payment. If the Employee can establish to the satisfaction of the Trustees that the consent requested under this subsection cannot be obtained because there is no spouse, because the spouse cannot be located, or because of other such circumstances, the consent of the spouse will not be required.
- (c) For purposes of subsection (b), the specified election period shall be the period not to exceed 180 days (90 days for periods prior to January 1, 2007) ending on the benefit commencement date.
- (d) (i) There shall be provided to Employees, within a period not to exceed 180 days (90 days for periods prior to January 1, 2007) prior to the benefit commencement date, a general description or explanation, written in non-technical language, of the Qualified Joint and Survivor Annuity, the circumstances in which it will be provided unless the Employee and his spouse have elected not to have his benefit payable in that form, the availability of such election, ~~and~~ a general explanation of the relative financial effect of such election on the Employee's annuity and on that of his spouse, and including the right

to defer commencement of distributions and the consequences of failing to defer such commencement of distributions.

- (ii) Upon a timely written request, an Employee shall be furnished with a written explanation of the terms and conditions of the joint and surviving annuity and the financial effect upon his annuity and that of his spouse of making any election under this paragraph. Such financial effect shall be given in terms of dollars per annuity payment and personally delivered or mailed to the Employee within 30 days after receipt of the written request. No more than one such request from any particular Employee will be so answered.
- (iii) Notwithstanding the foregoing, the description or explanation of the Qualified Joint and Survivor Annuity may be provided to an Employee after the date his benefit is to commence, in which event the specified election period for purposes of subsection (b) shall be the 30 days after the description or explanation is provided, and if the Employee and spouse make an earlier election, the benefit shall not commence earlier than 7 days after such election.
- (e) Any election under this Section C may be revoked in writing during the period specified in subsection (c), and after such election has been revoked, another such election may be made during such period. However, an election under this Section C shall become irrevocable upon the commencement of benefits.
- (f) For purposes of this Article IV, the words “benefit commencement date” means the first day of the first period for which an amount is payable as an annuity, or, in the case of a benefit not payable in the form of an annuity, the first day in which all events have occurred which entitle the Employee to such benefit.

Section D. Optional Forms of Benefit:

Subject to the election procedure set forth in subsection (b) of Section C of this Article, an Employee who is eligible for benefits pursuant to Article II may elect to receive the Actuarial Equivalent of the normal form of benefit to which he is entitled under the Pension Plan in some other form under general rules adopted by the Trustees and uniformly applicable to all persons similarly situated. However, in no event shall the alternative form of benefit selected provide for payments (1) consisting of interest only, nor (2) over a period exceeding the joint lives of the Employee and his spouse or a period certain exceeding the joint and last survivor expectancy of the Employee and his spouse.

The options available under these general rules shall also include the option to elect a joint and survivor annuity with a contingency for the spouse's early death. This form of benefit will provide that:

- (a) during the time that the Employee and the spouse are both alive and the Employee is eligible to receive benefits, the Employee will receive a joint and survivor annuity which is the Actuarial Equivalent of the Employee's normal form of benefit;
- (b) If the Employee predeceases the spouse and if the Employee and the spouse were married to each other on the date the Employee became a Retired Employee and throughout the one

year period which preceded the Employee's death, then the spouse will receive a survivor annuity; and

- (c) if the spouse predeceases the Employee, the Employee will receive a single life annuity as actuarially determined, beginning in the first month next following the month in which the Fund receives written notice from the Employee of the spouse's death and terminating at the Employee's death.

Section E. Beneficiary or Beneficiaries:

For the purpose of this Article, an Employee's Beneficiary or Beneficiaries, shall mean (a) an Employee's surviving spouse; or (b) if no spouse survives, the Employee's surviving minor children; or (c) if no surviving spouse and no surviving minor children, the Employee's surviving adult children; or (d) if no surviving spouse and no surviving minor children and no surviving adult children, the Employee's surviving parent or parents; or (e) if no surviving spouse and no surviving minor children and no surviving adult children and no surviving parent or parents, the Employee's siblings. For purposes of this Section E, the term 'siblings' shall include only those persons who share at least one parent with the Employee, either by birth or legal adoption.

Effective May 1, 2004, with respect to participants (a) who elect to receive the Normal Form of Benefit (single life pension with a 60 month guarantee) and whose benefits first commence on and after May 1, 2004, for the purpose of this Article, an Employee's Beneficiary or Beneficiaries, shall mean the person or persons so designated by the Employee on the option election form completed by the Employee. If the Employee did not designate a Beneficiary or Beneficiaries or if the person or persons so designated fail to survive the Employee by at least thirty (30) days, an Employee's Beneficiary or Beneficiaries shall mean (a) an Employee's surviving spouse; or (b) if no spouse survives, the Employee's surviving minor children; or (c) if no surviving spouse and no surviving minor children, the Employee's surviving adult children; or (d) if no surviving spouse and no surviving minor children and no surviving adult children, the Employee's surviving parent or parents; or (e) if no surviving spouse and no surviving minor children and no surviving adult children and no surviving parent or parents, the Employee's siblings. For purposes of this Section E, the term 'siblings' shall include only those persons who share at least one parent with the Employee, either by birth or legal adoption.

Section F. Re-Employment of a Retired Employee:

- (a) Prior to the earlier of his Normal Retirement Age or the date his applicable percentage for Early Retirement Benefits becomes 100%, a Retired Employee shall not be entitled to a monthly retirement benefit payment for any month during which he is employed for 64 or more hours of service in:
 - (i) an industry in which Employees covered by the Pension Plan were employed and accrued benefits under the Pension Plan as a result of such Employment at the time that the payment of benefits commenced or would have commenced if the Retired Employee had not remained in or returned to employment, and
 - (ii) a trade or craft in which any Employee is or was employed at any time under the Pension Plan.

- (b) After the earlier of his Normal Retirement Age or the date his applicable percentage for Early Retirement Benefits becomes 100%, a Retired Employee shall not be entitled to monthly retirement benefit payments for any month during which he is employed for 64 or more hours of service in:
 - (i) an industry in which Employees covered by the Pension Plan were employed and accrued benefits under the Pension Plan as a result of such Employment at the time that the payment of benefits commenced or would have commenced if the retired Employee had not remained in or returned to employment, and
 - (ii) a trade or craft in which the retired Employee was employed at any time under the Pension Plan, and
 - (iii) the geographic area covered by the Pension Plan at the time that the payment of benefits commenced or would have commenced if the Retired Employee had not remained in or returned to employment.
- (c) Retirement benefit payments shall resume no later than as of the first day of the third calendar month following the cessation of employment of the type described in subsection (a) or (b) above. The amount of such payments shall be recomputed in accordance with Article III, but based upon the Monthly Benefit Rate that was applicable when the Employee's benefit was previously determined. Notwithstanding the foregoing, if a Retired Employee who becomes reemployed by a Covered Employer after his "benefit commencement date" and who thereafter earns at least one additional year of benefit service credit shall, upon retirement, have his retirement pension benefit redetermined as follows:
 - (i) if, during his period of reemployment, he had less than 60 months of covered employment, his benefit shall be recalculated (under the same form of benefit election as when he last retired) as the higher of (A) the retirement pension benefit he originally received, (B) if applicable, the Special Minimum Benefit set forth in Section A(d) and A(e) of Article III; or (C) a pension benefit calculated based upon all benefit service prior to the original benefit commencement date and all benefit service earned from the time of his reemployment to the time of his retirement.
 - (ii) if, during his period of reemployment, he had at least 60 months of covered employment, his benefits shall be recalculated as though he never retired and he and his spouse, if any, shall be free to choose any applicable form of benefit election for receiving his benefit.

For purposes of this subsection (c) a month of employment shall consist of $83\frac{1}{3}$ or more hours worked or paid for in a calendar month.

Additionally, for purposes of this subsection (c), the required number of months of reemployment shall be measured in a non-consecutive fashion beginning with the resumption of reemployment since the Retired Employee's last retirement date.

- (d) The Pension Plan shall be entitled to repayment of any retirement benefits mistakenly paid to a Retired Employee during periods of employment of the type described in subsection

(a) or (b) of this Section F. The Pension Plan may collect such repayment by deducting amounts from subsequent benefit payments not in excess of 25 percent of that month's total benefit payment which would have been due but for the deduction or by any other permissible means.

- (e) Any Retired Employee who becomes employed or self-employed in any capacity after the commencement of benefits shall notify the Administrator of such employment within 30 days of the beginning of such employment and furnish any additional information which the Administrator may request concerning such employment.
- (f) This subsection of this Section F is designed to comply with Rev. Proc. 2005-23 issued by the Internal Revenue Service. The effective date of this subsection (e) is June 1, 2004.
 - (i) Effective June 1, 2004, Subsection (a) of this Section F shall not apply to any Benefit Service earned prior to January 1, 1982. All Benefit Service earned prior to January 1, 1982 shall be subject to Subsection (b) of this Section F.
 - (ii) As soon as practicable, the Fund shall make payments retroactive to June 1, 2004, plus interest, for benefits that arise from Benefit Service earned prior to January 1, 1982 by any Employee who: (1) commenced receipt of such benefits and had such benefits suspended under Subsection (a) of this Section F or a prior version of that rule, or (2) whose application (including the form of payment) was approved and who had such benefits suspended under Subsection (a) of this Section F, or a prior version of that Rule before payment commenced.
 - (iii) An Employee who satisfies all four of the following qualifications will be allowed to elect retroactive to June 1, 2004, plus interest, the benefits that arise from Benefit Service earned prior to January 1, 1982:
 - (1) At any time after the effective date of this Subsection (f), the Employee was eligible to commence the receipt of benefits accrued prior to January 1, 1982, determined without regard to Subsection (a) of this Section F or a prior version of that rule;
 - (2) At the same time, engaged in service that required suspension of benefits under Subsection (a) of this Section F;
 - (3) Does not satisfy any of the requirements for retroactive payments set forth in Subsection (f)(ii) of this Section F;
 - (4) Submits an application for benefits in a form acceptable to the Trustees that is received by the Fund by June 15, 2006.

ARTICLE V.

ADMINISTRATION OF THE PENSION PLAN

Section A. Administration by Trustees:

The Pension Plan shall be administered solely by the Trustees and the Administrator of the Pension Plan acting for the Trustees, and the decisions of the Trustees in all matters pertaining to the administration of the Pension Plan shall be final. The Trustees shall make such rules and prescribe such procedures for the administration of the Pension Plan as they shall deem necessary and reasonable.

The Administrator of the Pension Plan shall be William J. Einhorn, as duly appointed by the Trustees. Said William J. Einhorn shall serve until a successor is appointed by the Trustees and the name of the successor is communicated to the participants of the Pension Plan. No person is authorized to give an opinion as to the interpretation of any provision of the Pension Plan except the Administrator, or his designee.

The Trustees may authorize one or more of the Trustees, or any agent, to act on their behalf and may contract for actuarial, legal, investment advisory, medical, accounting, clerical and other services to carry out the Pension Plan. The costs of such services and expenses of the Trustees shall be paid from the Trust Fund, including payment of required premiums to the Pension Benefit Guaranty Corporation under Title IV of the Employee Retirement Income Security Act of 1974, as amended, bonding required by the Act, and insurance permitted by the Act. It is hereby declared as the policy of the Trustees that consideration may be given in any individual case or cases to extenuating circumstances not recited above, such as strikes, lockouts, reduced business activities, etc. for the purpose of liberalizing the conditions which must be met by individuals in order to have their Continuous Service remain unbroken or to be considered as in retirement from Covered Employment, or to be considered as disabled. Any such liberalization shall be on a basis uniformly applicable to all individuals similarly situated.

The Trustees of the Fund may terminate, suspend, withdraw, amend or modify the benefits available under the Fund, in whole or in part at any time and without any prior notice. Any such termination, suspension, withdrawal, amendment or modification of benefits shall not require the consent of any Employer, Union, member, or dependent, nor shall such action require individual notice to any such person or organization.

Section B. Rights Granted by Pension Plan:

No Employee (present or former), Retired Employee, or any person claiming by or through any such person, shall have any right, interest or title to any benefit under the Trust Agreement, the Pension Plan, or the Trust Fund, except as such right, interest or title shall have been specifically granted pursuant to the terms of the Pension Plan.

Section C. Assignment - Claims of Creditors:

- (a) No benefit payable at any time under this Pension Plan, and no interest or expectancy herein shall be anticipated, assigned, or alienated by an Employee, retired Employee or Beneficiary, or be subject to attachment, garnishment, levy, execution or other legal or equitable process, except for (1) a federal tax levy made pursuant to Section 6331 of the

Internal Revenue Code and (2) any benefit payable pursuant to a Qualified Domestic Relations Order as defined in the Internal Revenue Code. Any attempt to alienate or assign a benefit hereunder, whether currently or hereafter payable, shall be void.

- (b) For purposes of this Section C, the term “Qualified Domestic Relations Order means any judgment, decree, or order (including approval of a property settlement agreement), made pursuant to a State domestic relations law (including a community property law), which relates to the provision of child support, alimony payments, or marital property rights to a spouse, former spouse, child, or other dependent of an Employee (an “Alternate Payee”) and which:
- (i) creates or recognizes the right of an Alternate Payee to, or assigns to any Alternate Payee the right to, receive all or a portion of the benefits payable with respect to an Employee under this Plan;
 - (ii) clearly specifies (1) the name and last known mailing address (if any) of the Employee and the name and mailing address of each Alternate Payee covered by the order, (2) the amount or percentage of the Employee's benefit to be paid by the Plan to each Alternate Payee, or the manner in which such amount or percentage is to be determined, (3) the number of payments or period to which such order applies, and (4) that the order applies to this Plan;
 - (iii) does not require this Plan to provide any type or form of benefit, or any option, not otherwise provided under this Plan, unless, in the case of any payment before an Employee has separated from Covered Employment, the order requires payment of benefits to an Alternate Payee (1) on or after the date the Employee attains (or would have attained) the earliest age on which he could elect to receive retirement benefits under the Plan if the Employee separated from Covered Employment, (2) as if the Employee had retired on the date such payment is to begin under such order (but taking into account only the present value of the benefits actually accrued and not taking into account the present value of any employer subsidy for early retirement), and (3) in any form in which such benefits may be paid under the Plan to the Employee (other than in the form of a joint and survivor annuity with respect to the Alternate Payee and his subsequent spouse);
 - (iv) does not require this Plan to provide increased benefits (determined on the basis of actuarial equivalence);
 - (v) does not require the payment of benefits to an Alternate Payee which are required to be paid to another Alternate Payee under another order previously determined to be a Qualified Domestic Relations Order; and
 - (vi) satisfies such other requirements as may be imposed with respect to Qualified Domestic Relations Orders by the Internal Revenue Code, ERISA, or the regulations thereunder.
- (c) The Trustees shall develop and implement procedures (i) for determining whether a domestic relations order received by the Plan is a “Qualified Domestic Relations Order” within the meaning of this Section C, (ii) for administering distributions under such orders,

(iii) for suspending the payment of an Employee's benefit in situations where the Trustees have reason to believe that an Employee or potential Alternate Payee is or may be in the process of obtaining a Qualified Domestic Relations Order with respect to the Employee's benefit, and (iv) for holding amounts which would be payable under such orders pending the Trustees' determination of a domestic relations order's qualified status.

Section D. Information to be Furnished:

The Trustees shall have the right to require, as a condition precedent to the payment of any benefit under the Pension Plan, all information which they reasonably deem necessary, including records of employment, proofs of dates of birth and death, evidence of existence, etc., and no benefit dependent in any way upon such information shall be payable unless and until the information so required shall be furnished. Such evidence shall be furnished by the Unions, Employers, Employees, Retired Employees, and any other persons claiming to be entitled to any payments, as the Trustees may determine to be applicable.

Section E. Application and Misrepresentations:

All applications for retirement, disability, termination or death benefits, including any benefits payable under the provisions of Article VIII, must be made in writing in the form and manner prescribed by the Trustees. Any misrepresentation by the applicant will constitute grounds for the cancellation or recovery of benefit payments made in reliance thereon and for other appropriate relief.

Section F. Filing of Application:

Each application for retirement benefits shall be filed with the Trustees within a reasonable period before the effective date of the respective Employee's retirement.

Section G. Small Amounts:

The Trustees shall make arrangement for the payment, in a lump sum, in lieu of monthly retirement benefits, where the present value Actuarial Equivalent single sum of such monthly retirement benefit payments does not exceed \$5,000.00.

Effective March 28, 2005, in the event of a mandatory distribution greater than \$1,000 in accordance with the provisions of this Section, if the participant does not elect to have such distribution paid directly to an eligible retirement plan specified by the participant in a direct rollover or to receive the distribution directly in accordance with this section, then the Plan Administrator will pay the distribution in a direct rollover to an individual retirement plan designated by the Plan Administrator

Section H. Incompetence of Retired Employee:

In the event that the Trustees determine that a Retired Employee is physically or mentally unable to give a valid receipt for any benefit payment due him under the Pension Plan, such payment may, unless claim shall have been made thereon by a legally appointed guardian, committee, or other legal representative, be paid to any person or institution then in the judgment of the Trustees providing for the care and maintenance of such Retired Employee.

Section I. Appeals Procedure:

Any participant or Beneficiary of a participant who applies for benefits under this Pension Plan and is ruled ineligible by the Trustees (or by the Administrator acting for the Trustees), or who believes he did not receive the full amount of benefits to which he is entitled, or whose benefits are suspended upon reemployment pursuant to Section F of Article IV, or who is otherwise adversely affected by any action of the Trustees, shall have the right to request the Board of Trustees to designate a Hearing Panel (to be composed of at least two Trustees) to conduct a hearing in the matter, provided that he makes such a request, in writing within 60 days after being apprised of, or learning of, the Board's action.

The Hearing Panel shall then conduct a hearing at which the participant or Beneficiary shall be entitled to present his position and any evidence in support thereof. The participant or Beneficiary may be represented at such hearing by any attorney or by any other representative of his choosing. Thereafter the Trustees shall issue a written decision reaffirming, modifying or setting aside their former action. In exercising their duties, the Trustees, the Administrator, or any other person properly exercising authority delegated by the Trustees or Administrator shall have the fullest degree of discretion allowed by law in determining eligibility for benefits and in construing the terms of this Plan and related documents.

If the participant or Beneficiary is dissatisfied with the written decision of the Trustees, he shall have the right to appeal the matter to arbitration in accordance with the labor arbitration rules of the American Arbitration Association, provided that he submitted a request for arbitration to the Board of Trustees, in writing, within 60 days of receipt of the written decision. The arbitration provisions set forth in this Section shall not be required with respect to participant claims for disability benefits under the Plan.

The question for the arbitrator shall be whether, in the particular instance, the Trustees (1) were in error upon an issue of law, (2) acted arbitrarily or capriciously in the exercise of their discretion, or (3) whether their findings of fact were supported by substantial evidence.

The administration fees of the American Arbitration Association shall be borne equally by the appealing party, and by the Trust Fund, and the arbitrator fee and expenses shall also be borne equally, unless the arbitrator, in his award, should assess such fee and expenses against either of the parties. The arbitrator shall have the authority to assess such fee and expenses against the Fund if the appealing party's position is not frivolous. The decision of the arbitrator shall be final and binding upon the Trustees and upon the appealing party. The procedures specified in this Section shall be the sole and exclusive procedures available to a participant or beneficiary of a participant who is dissatisfied with an eligibility determination, or benefit award, or who is otherwise adversely affected by any action of the Trustees.

Section J. Provisions Relating to Top-Heavy Plan:

Notwithstanding anything in the Pension Plan to the contrary, if the Pension Plan is determined to be a Top-Heavy Plan within the meaning of Part I of Appendix B and Section 416(g) of the Internal Revenue Code for any Plan Year beginning after December 31, 1983, then the Pension Plan shall meet the applicable requirements of Part II of Appendix B for any such Plan Year.

Section K. Withholding:

- (a) The Trustees shall have the right to withhold any and all state, local, and federal taxes which may be withheld in accordance with applicable law.

(b) Direct Rollover:

- (i) With respect to any distribution to be made under this Pension Plan which constitutes an Eligible Rollover Distribution, the Distributees thereof shall, in accordance with procedures established by the Trustees, be afforded the opportunity to direct that such distribution be transferred directly to the trustee of an Eligible Retirement Plan (a “direct rollover”).
- (ii) For purposes of this Article V, Section K(b), the following terms shall have the following meanings.

- (1) Eligible Rollover Distribution means any distribution of all or any portion of the balance of an Employee’s Individual Account to the credit of the Distributee, except that an Eligible Rollover Distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the Distributee or the joint lives (or joint life expectancies) of the Distributee and the Distributee's designated beneficiary, or for a specified period of ten years or more; any distribution to the extent such distribution is required under Section 401(a)(9) of the Internal Revenue Code; and the portion of any distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities); and any other distribution(s) that is reasonably expected to total less than \$200 during a year.

A portion of a distribution shall not fail to be an eligible rollover distribution merely because the portion consists of after-tax employee contributions which are not includible in gross income. However, such portion may be transferred only to (1) an individual retirement account or annuity described in Section 408(a) or (b) of the Internal Revenue Code; (2) for taxable years beginning after December 31, 2001 and before January 1, 2007; to a qualified trust which is part of a defined contribution plan that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible; or (3) for taxable years beginning after December 31, 2006, to a qualified trust or to an annuity contract described in Section 403(b) of the Internal Revenue Code, if such trust or contract provides for separate accounting for amounts so transferred (including interest thereon), including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible.

- (2) Eligible Retirement Plan mean an eligible plan under Section 457(b) of the Internal Revenue Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this plan, an individual retirement account described in Section 408(a) of the Internal Revenue Code, and individual retirement annuity described in Section 408(b) of the Internal Revenue Code, an annuity plan described in Section 403(a) of the Internal Revenue Code, an annuity contract described in Section 403(b) of the Internal Revenue Code, or

a qualified defined contribution plan described in Section 401(a) of the Internal Revenue Code, that accepts the Distributee's Eligible Rollover Distribution. Effective January 1, 2008, an Eligible Retirement Plan shall also mean a Roth IRA described in Section 408A of the Internal Revenue Code.

- (3) Distributee means an Employee or former Employee. In addition, the Employee's or former Employee's surviving spouse and the Employee's or former Employee's spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in Section 414(p) of the Internal Revenue Code, are Distributees with regard to the interest of the spouse or former spouse. Effective January 1, 2010, a Distributee also includes the Employee's nonspouse designated beneficiary; provided, however, that in the case of a nonspouse beneficiary, the direct rollover may be made only to an individual retirement account or annuity described in Sections 408(a) or (b) of the Internal Revenue Code that is established on behalf of the designated beneficiary and that will be treated as an inherited IRA pursuant to the provisions of Section 402(c)(11) of the Internal Revenue Code and that the determination of any required minimum distribution under Section 401(a)(9) of the Internal Revenue Code that is ineligible for rollover shall be made in accordance with Notice 2007-7, Q&A 17 and 18.
- (iii) Notwithstanding the foregoing, if the Distributee elects to have his or her Eligible Rollover Distribution paid in part to him or her and paid in part as a direct rollover:
 - (1) The direct rollover must be in an amount of \$500 or more.
 - (2) A direct rollover to two or more Eligible Retirement Plans shall not be permitted.
- (iv) The Trustees shall, within a reasonable period of time prior to making an Eligible Rollover Distribution from this Plan, provide a written explanation to the Distributees of the direct rollover option described above, as well as the provisions under which such distribution will not be subject to tax if transferred to an Eligible Retirement Plan within 60 days after the date on which the Distributees received the distribution.

Section L. Severability of Provisions:

If any provision of this Pension Plan is finally determined to be void by any court of competent jurisdiction or other competent authority, the Pension Plan shall continue to operate and, for the purposes of the jurisdiction of that court only, shall be deemed not to include the provision determined to be void.

Section M. Pension Plan Interpretation:

- (a) It is the intent of the Trustees to have the terms and provisions of the Pension Plan conform in all respects with the provisions of the Employee Retirement Income Security Act of 1974, as amended, 29 U.S.C., Section 1001, et seq., the regulations promulgated thereunder, and other applicable provisions of federal law. In the event that any provision of the Pension Plan as set forth herein does not comply with these laws, that provision is hereby amended to bring it into compliance.

- (b) Except as specifically provided otherwise herein, the rights and obligations of an Employee or former Employee who retired or otherwise terminated service before January 1, 1986, shall be governed by the terms and conditions of the Pension Plan as in effect at the time of such retirement or other termination of service.

ARTICLE VI.
CONTRIBUTIONS

Section A. Amount of Contributions:

Each Covered Employer shall make continuing and prompt payments to the Trust Fund as required by the applicable collective bargaining agreement and applicable law.

It is hereby declared as the policy of the Trustees that the benefits provided under this Pension Plan shall be such that contributions by Covered Employers shall meet the funding standards set forth in Section 412 of the Internal Revenue Code.

Section B. Irrevocability of Contributions:

Except as otherwise specifically provided and delineated pursuant to the written policy approved by the Trustees with respect to the return of contribution overpayments to Covered Employers, any and all contributions made by a Covered Employer shall be irrevocable and shall be transferred to the Trustees and held as provided in this Pension Plan and Trust Agreement to be used in accordance with the provisions of this Pension Plan in providing the benefits and paying the expenses of the Pension Plan. Neither such contributions nor any income therefrom shall be used for or diverted to purposes other than the exclusive benefit of the Employees or retired Employees and for the payment of the administration and other expenses of the Pension Plan.

Section C. Right to Reject Contributions:

The Trustees may refuse to accept contributions if either the amount of such contributions or the conditions under which they are tendered are deemed by the Trustees to be contrary to the financial integrity, actuarial soundness or best interests of the Trust Fund or of the Employees.

Section D. Enforcement of Contributions:

The Trustees are empowered to take such steps as they may deem necessary or desirable to collect and enforce the payment of contributions to the Plan and Trust Fund (including with respect to the collection of withdrawal liability pursuant to the Multiemployer Pension Plan Amendments Act of 1980 as amended), and in connection therewith may establish rules, regulations and procedures, including but not limited to the establishment of penalties for delinquent contributions or payments. The Trustees' power to enforce and collect contributions to the Trust Fund shall include the power, in appropriate cases, to enter into repayment agreements with Covered Employers, to compromise the amount of the contributions, payments and/or penalties owed, and to establish procedures in such regard.

Section E. Compliance with Section 432 of the Internal Revenue Code:

Notwithstanding any provision in the Plan to the contrary, the Plan shall comply with the requirements of Section 436 of the Internal Revenue Code and the guidance issued thereunder. For this purpose, if the Plan is in endangered status, as defined in Section 432(b)(1) of the Internal Revenue, the Plan shall adopt and implement a funding improvement plan, as provided in Section 432(c) of the Internal Revenue Code and shall comply with the rules of operation provided in Section 432(d) of the Internal Revenue

Code and if the Plan is in critical status, as defined in Section 432(b)(2) of the Internal Revenue Code, the Plan shall adopt and implement a rehabilitation plan, as provided in Section 432(e) of the Internal Revenue Code and shall comply with the rules of operation provided in Section 432(f) of the Internal Revenue Code. Notwithstanding the foregoing, nothing in this Section E of Article VI shall prohibit the Plan from taking advantage of delaying the designation of endangered or critical status or extending the funding improvement or rehabilitation periods as provided for in guidance issued by the Internal Revenue Service.

ARTICLE VII.

AMENDMENT TERMINATION, MERGER OR CONSOLIDATION OF THE PENSION PLAN

Section A. Amendment of the Pension Plan:

The Trustees may at any time or times modify, alter or amend the Pension Plan in any respect, retroactively or otherwise; provided, however, that the intent of the Pension Plan is that at all times the Trust Fund will conform to all applicable laws, including but not limited to the requirements of the Employee Retirement Income Security Act of 1974, as amended, and of the Labor Management Relations Act of 1947, as amended, and qualify as a “qualified Trust” and as an “exempt Trust” pursuant to Sections 401 and 501 (a) and any other relevant sections of the Internal Revenue Code, and that Employer contributions made by Employers to the Trust Fund will be deductible for income tax purposes. No modification, alteration or amendment shall adversely affect the retirement benefit being paid to any Retired Employee or other accrued benefits of Employees hereunder as of the date of such modification, alteration or amendment, except as provided in Section B of this Article, or as may be required to obtain or retain approval of the Internal Revenue Service. For this purpose, an amendment which results in the elimination or reduction of any early retirement benefit or optional form of benefit with respect to benefits attributable to service before the amendment shall be considered a reduction of an Employee's accrued benefit.

Section B. Termination of the Pension Plan:

The Trustees may at any time terminate this Pension Plan in accordance with the provisions of the Trust Agreement. In the event of a termination or partial termination, the rights of each participant or beneficiary affected by such termination or partial termination to benefits accrued to the date of such termination or partial termination, to the extent then funded, shall be nonforfeitable. The assets in the hands of the Trustees shall be allocated in a manner consistent with Title IV of ERISA.

Section C. Distribution of Assets in the Event of a Termination:

In the event the Pension Plan is terminated, the Trustees shall, after payment of expenses of administration, distribute the assets in the Trust Fund in immediate or deferred annuities or in cash or periodic payments, as the Trustees may determine. The Trustees shall instruct a qualified actuary to determine the value of nonforfeitable benefits. In making the valuation, the actuary shall abide by all regulations prescribed by the Pension Benefit Guaranty Corporation. All values shall be determined as of the end of the Plan Year during which the Pension Plan has terminated within the meaning of Section 4041A(d) of ERISA and in each Plan Year thereafter.

Section D. Mergers and Consolidations:

In the event of any merger or consolidation with, or transfer of assets or liabilities to any other plan, each Employee shall be entitled to a benefit immediately after the merger, consolidation or transfer (if the Pension Plan then terminated) that is not less than the benefit he would have been entitled to receive immediately before the merger, consolidation or transfer (if the Pension Plan had then terminated).

ARTICLE VIII.

RECIPROCAL BENEFITS

Section A. Reciprocal Pension Benefits:

An eligible participant may elect to receive a Reciprocal Pension Benefit, as provided below, with respect to any pension benefit provided by this Plan, including a normal retirement pension, an early retirement, a disability pension, a service-regardless-of-age pension and a statutory vested or minimum pension, if the participant would have been eligible for such pension benefit if all his or her Combined Service Credit were Service Credit under this Plan.

Section B. Section B. Related Plans:

In accordance with the provisions of the National Reciprocal Agreement for Teamster Pension Plans (the "National Reciprocal Agreement"), the Trustees of this Plan recognize each multi-employer defined benefit pension plan, Taft-Hartley defined benefit pension plan, other defined benefit pension plan or defined contribution plan covering participants employed under one or more Teamsters collective bargaining agreements or covering employees of the International Brotherhood of Teamsters ("IBT") or its affiliates which has executed or hereafter executes the National Reciprocal Agreement as a Related Plan.

Section C. Service Credit Under This Plan:

For purposes of this Article, Service Credit under this Plan shall mean years of employment or fractions thereof under this Plan for which this Plan gives benefit accrual or vesting credit under its provisions other than this Article. Such Service Credit shall include contributory and non-contributory service to the extent that such service is credited and for the purposes that such contributory or non-contributory service is recognized under this Plan.

Section D. Related Service Credit:

Service Credit that is credited to a participant under a Related Plan from which the participant is entitled to Reciprocal Benefits for employment only under that Related Plan which has been certified by the Related Plan to this Plan shall be recognized under this Plan as Related Service Credit using the vesting and benefit service accrual rules of this Plan. No Related Service Credit shall be recognized with respect to employment under the Related Plan that is simultaneously credited under the provisions of this Plan.

Section E. Combined Service Credit:

The total of a Participant's Service Credit under this Plan and Related Service Credit shall comprise the participant's Combined Service Credit. No more than one year of Combined Service Credit shall be counted in any calendar year.

Section F. Eligibility:

1. A participant shall be eligible for Reciprocal Pension Benefits under this Plan only if the participant satisfies all of the following minimum requirements:
 - (a) The participant has one or more years of Service Credit under this Plan based on actual employment during the Contribution Period, and
 - (b) The participant is eligible for Reciprocal Pension Benefits from one or more Related Plans, and
 - (c) In the case of a Reciprocal Benefit, the participant has Combined Service Credit of at least five (5) or more years (ten (10) or more years if the participant did not work at least an hour of service under this Plan or a Related Plan on or after January 1, 1999), and
 - (d) The participant elects the Reciprocal Pension Benefit under this Plan and one or more Related Plans in lieu of any other pension benefit payable under such Plans.
2. The foregoing provision is not to be construed to require this Plan or any Related Plan to grant Reciprocal Pension Benefits to a participant who does not satisfy the minimum requirements of this Plan and the Related Plan or Plans. This Plan is not required to recognize non-contributory service credit or contributory service under a Related Plan as contributory service for any purposes under this Plan to the extent that this Plan specifically requires contributory service.

Section G. Break in Service:

A period during which a participant earns Related Service Credit shall not be counted as a Break in Service under the rules of this Plan. Re-commencement of service under a Related Plan paying the Participant a Reciprocal Pension Benefit shall be deemed equivalent to a return to Covered Employment under this Plan.

Section H. Reciprocal Benefit Amount:

The amount of the Reciprocal Pension Benefit payable by this Plan shall be determined as follows:

1. The amount of the pension to which the Participant would be entitled under this Plan if all the participant's total service under this Plan and all contributory and non-contributory service under all Related Plans under which the participant is entitled to a Reciprocal Pension Benefit were earned under this Plan shall first be determined on the basis of the benefit level in effect when the participant last earned credit under any Plan required to pay a Reciprocal Pension Benefit to the participant, then
2. The amount of Service Credit under this Plan shall be divided by the total amount of service earned by the participant under this Plan and all Related Plans required to pay a Reciprocal Pension Benefit to the participant, then
3. The fraction so determined in (2) shall be multiplied by the pension amount determined in (1) and the result shall be the Reciprocal Pension Benefit payable by this Plan.

Section I. Form of Benefit Payment:

A participant who is entitled to receive a Reciprocal Pension Benefit in accordance with this Article shall be entitled to elect any form of benefit payment provided under this Plan with respect to non-Reciprocal Pension Benefits at the same time and in the same manner as all other participants.

Section J. Qualified Pre-Retirement Survivor Annuity:

The surviving spouse of a deceased married participant shall be eligible for the qualified pre-retirement survivor annuity provided under this Plan if the spouse would have been eligible for the benefit if the participant's Combined Service Credit had all been Service Credit under this Plan.

Section K. Payment of Reciprocal Pension Benefits:

The payment of Reciprocal Pension Benefits under this Article shall be subject to all other limitations of this Plan applicable to all other types of benefits provided under the Plan. The participant shall be required to comply with all of the lawful conditions regarding post-retirement employment adopted by this Plan and by each of the Related Plans from which the participant receives Reciprocal Pension Benefits, regardless of which Plan the participant was covered by at the time of retirement. For purposes of such post-retirement employment rules, service under any Related Plan shall be considered as service under this Plan.

Section L. Effective Date:

This Article shall become effective with respect to participants first retiring on or after May 1, 2001 and whose benefit commencement date first occurs on or after May 1, 2001. Participants who were eligible for and had applied for, or were receiving, Reciprocal Benefits under any predecessor National Reciprocal Agreement on the effective date of this Article shall not, by reason of the adoption of this Article governing Reciprocal Pension Benefits, forfeit or suffer any reduction of their Reciprocal Pension Benefits.

Section M. Additional Authority of Trustees:

The Trustees shall be empowered to enter into other Reciprocal Agreements which vary from the terms set forth above on a case-by-case basis as long as such Agreements are consistent with the financial integrity, actuarial soundness and best interests of the Trust Fund and the Employees.

ARTICLE IX.

WITHDRAWAL LIABILITY

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

Section A. Method for Computing Withdrawal Liability:

Withdrawal Liability will be calculated under the Presumptive Method, set forth in ERISA § 4211 (b).

Section B. Determination of When Contributions are Made:

Contributions shall be considered paid in the year in which they accrue, provided that they are paid by June 30 of the following year. Contributions made to the Fund after the June 30 cut-off date will be considered paid in the year in which they are received by the Fund.

Section C. Actuarial Assumptions:

In accordance with the advice of the Trust Fund's enrolled actuary, the actuarial assumptions used in calculating withdrawal liability shall be the same actuarial assumptions used in determining the Trust Fund's minimum funding standards under the Internal Revenue Code.

Section D. Payment of Withdrawal Liability:

An employer which is assessed withdrawal liability shall have the following options for satisfaction of the debt:

- (a) to pay the entire withdrawal liability immediately in one sum;
- (b) to pay the withdrawal liability in annual installments, determined under ERISA § 4219, provided that each installment is fully paid at the beginning of the year for which the installment is due; or
- (c) to pay the entire sum in quarterly installments determined by the Administrator in accordance with ERISA § 4219.

The Administrator shall have authority to make reasonable changes in any payment schedule promulgated under the Rule, provided that the modified schedule secures for the Trust Fund all rights guaranteed by ERISA.

Section E. Review of Withdrawal Liability:

An employer which is assessed withdrawal liability may seek review through the following procedures. The time limits for invoking these procedures are set forth in ERISA §§ 4219 and 4221.

(a) Request for Review

Pursuant to ERISA § 4219(B)(2)(A), an employer may:

- (1) request the Trust Fund to review any specific matter relating to determination of the withdrawal liability or the payment schedule;
- (2) identify any inaccuracy in the assessment; and/or
- (3) furnish any additional relevant information.

Any such Request for Review shall be made in writing, addressed to the Administrator, and shall identify the specific matter which the employer challenges or questions.

The Administrator shall make a preliminary examination of each Request For Review. The Administrator shall then either issue a ruling on the Request for Review or refer the matter to the Trustees for a final ruling. If the matter is submitted to the Trustees, each Trustee may be consulted and vote individually if the Administrator determines that a formal meeting is not practical.

(b) Arbitration

An employer which wishes to submit any disputes concerning withdrawal liability to arbitration under ERISA § 4221 shall do so under the auspices of the Philadelphia Regional Office of the American Arbitration Association (“AAA”). The employer must initiate the arbitration proceeding in accordance with the AAA rules and simultaneously serve upon the Administrator written notice of the initiation of arbitration and the issues that shall be contested.

The employer shall pay the filing fee necessary to initiate the arbitration. Unless the Administrator expressly agrees otherwise in writing, all arbitration hearings will be held in Philadelphia, Pennsylvania.

(c) Litigation

As provided by ERISA §§ 4201 and 4301, any party to an arbitration under ERISA § 4221 may file suit in United States District Court to enforce, vacate, or modify the arbitration award.

Section F. Remedies:

In litigation, the Trust Fund shall be entitled to all remedies permitted by law. Liquidated damages shall be 20% (or such higher percentage as may be permitted under federal or state law) of the amount owed by the employer, unless the Trust Fund is entitled to a greater sum by a doubling of the interest.

Section G. Free Look:

Pursuant to ERISA Section 4210, 29 U.S.C. Section 1390, an employer who withdraws from the Plan in a complete or partial withdrawal is not liable to the Plan if the employer:

- (a) first had an obligation to contribute to the Plan after September 26, 1980; and
- (b) had an obligation to contribute to the Plan for no more than five consecutive plan years preceding the date on which the employer withdraws; and
- (c) was required to make contributions to the Plan for each such plan year in an amount equal to less than two percent of the sum of all employer contributions made to the Plan for each such year as reported on the Form 5500 filed by the Plan for each such plan year; and
- (d) has never avoided withdrawal liability because of the application of this Section G, Article IX.

Section H. Construction Industry Exemption:

The Construction Industry Exemption authorized by Section 4203(b)(1)(B)(ii) of the Employee Retirement Income Security Act of 1974, as amended, 29 U.S.C. § 1383(b)(1)(B)(ii), shall apply to all withdrawals that occur after September 12, 1996.

ARTICLE X.

SIGNATURE

IN WITNESS WHEREOF, the undersigned have caused this restatement to be executed this 9th day of December, 2010.

 /s/ William T. Hamilton
William T. Hamilton

 /s/ Kenneth F. Leedy
Kenneth F. Leedy

 /s/ Howard W. Wells
Howard W. Wells

 /s/ Bob Schaeffer, Jr.
Bob Schaeffer, Jr.

 /s/ Robert Bryan, Jr.
Robert Bryan, Jr.

 /s/ Tom J. Ventura
Tom Ventura

TEAMSTERS PENSION PLAN OF PHILADELPHIA & VICINITY

APPENDIX A ACTUARIAL EQUIVALENTS

The factors contained in the Adjustment Tables on the following pages of this Appendix A shall be used to determine the Actuarial Equivalent for the applicable optional forms of payment. Any factor for any Actuarial Equivalent not included in these Adjustment Tables shall be determined on the following basis:

Mortality: The UP-1984 Table, with a one-year set forward in age for Employees and alternate payees and a four-year setback in age for Beneficiaries, provided, that the Applicable Mortality Table prescribed pursuant to Section 417(e) of the Internal Revenue Code shall be used for purposes of Section B of Article III and Section G of Article V.

Notwithstanding any other Pension Plan provisions to the contrary, the applicable mortality table used for purposes of adjusting any benefit or limitation under Section 415(b)(2)(B), (C), or (D) of the Code and the applicable mortality table used for purposes of satisfying the requirements of Section 417(e) of the Code, as set forth in Section U of Article I of the Pension Plan (definition of “Actuarial Equivalent”), is the table prescribed in Rev. Rul. 2001-62. Effective January 1, 2008, the applicable mortality table used for purposes of satisfying the requirements of Section 417(e) of the Code, as set forth in Section U of Article I of the Pension Plan (definition of “Actuarial Equivalent”), is the applicable mortality table under Section 417(e)(3)(B) of the Code. Effective January 1, 2009, the applicable mortality table used for purposes of Section I of Article III is the applicable mortality table under Section 417(e)(3)(B) of the Code.

Interest: 6.5% per year except with respect to determining an Actuarial Equivalent as specified in Section B of Article III or Section G of Article V. Interest for Actuarial Equivalents for purposes of Section G of Article V and Section H of Article III shall be the annual rate of interest on 30 year Treasury Securities as specified by the Commissioner of Internal Revenue for the second calendar month preceding the plan year in which the single sum is paid or the applicable limitation year. Effective January 1, 2008, interest used for purposes of Section I of Article III and Section G of Article V is the adjusted first, second, and third segment rates published by the Department of the Treasury under Section 417(e)(3)(C) of the Code for the November immediately preceding the Plan Year in which the actuarial equivalence is determined.

**ADJUSTMENT TABLE 60MG
SIXTY MONTH GUARANTEE CONVERSION TABLE**

The following table is applicable only to Basis D and higher. It is used to convert a level single life annuity form of benefit with a 60-month guarantee to a level single life annuity form with no guarantee.

Age Nearest Birthday at Benefit Commencement	Conversion Factor
45	1.002441
46	1.002798
47	1.003194
48	1.003632
49	1.004107
50	1.004636
51	1.005206
52	1.005814
53	1.006485
54	1.007200
55	1.007987
56	1.008868
57	1.009868
58	1.011023
59	1.012391
60	1.013942
61	1.015720
62	1.017754
63	1.020109
64	1.022876
65	1.026125
66	1.029878
67	1.034192
68	1.039085
69	1.044611
70	1.050715

**ADJUSTMENT TABLE ERF1
EARLY RETIREMENT REDUCTION FACTORS**

ATTAINED AGE IN COMPLETED YEARS AND MONTHS ON BENEFIT COMMENCEMENT DATE

Completed Months	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65
0	58.0%	64.0%	70.0%	76.0%	82.0%	88.0%	94.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
1	58.5	64.5	70.5	76.5	82.5	88.5	94.5	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	---
2	59.0	65.0	71.0	77.0	83.0	89.0	95.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	---
3	59.5	65.5	71.5	77.5	83.5	89.5	95.5	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	---
4	60.0	66.0	72.0	78.0	84.0	90.0	96.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	---
5	60.5	66.5	72.5	78.5	84.5	90.5	96.5	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	---
6	60.0	67.0	73.0	79.0	85.0	91.0	97.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	---
7	61.5	67.5	73.5	79.5	85.9	91.5	97.5	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	---
8	62.0	68.0	74.0	80.0	86.0	92.0	98.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	---
9	62.5	68.5	74.5	80.5	86.5	92.5	98.5	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	---
10	63.0	69.0	75.0	81.0	87.0	93.0	99.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	---
11	63.5	69.5	75.5	81.5	87.5	93.5	99.5	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	---

* Note: Years of Benefit Service accrued after December 31, 2004 shall not be included in determining benefits under this Table ERF1, except when the employee has completed 25 years of Benefit Service or 30 years of Vesting Service, in which case the Employee's applicable percentage will be 100%.

**ADJUSTMENT TABLE ERF2
EARLY RETIREMENT REDUCTION FACTORS**

ATTAINED AGE IN COMPLETED YEARS AND MONTHS ON BENEFIT COMMENCEMENT DATE

Completed Months	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65
0	25.00%	27.00%	29.00%	31.00%	33.00%	35.00%	40.00%	45.00%	50.00%	55.00%	60.00%	67.00%	75.00%	82.00%	90.00%	100.00%
1	25.17	27.17	29.17	31.17	33.17	35.42	40.42	45.42	50.42	55.42	60.58	67.67	75.58	82.67	90.83	----
2	25.33	27.33	29.33	31.33	33.33	35.83	40.83	45.83	50.83	55.83	61.17	68.33	76.17	83.33	91.67	----
3	25.50	27.50	29.50	31.50	33.50	36.25	41.25	46.23	51.25	56.25	61.75	69.00	76.75	84.00	92.50	----
4	25.67	27.67	29.67	31.67	33.67	36.67	41.67	46.67	51.67	56.67	62.33	69.67	77.33	84.67	93.33	----
5	25.83	27.83	29.83	31.83	33.83	37.08	42.08	47.08	52.08	57.08	62.92	70.33	77.92	85.33	94.17	----
6	26.00	28.00	30.00	32.00	34.00	37.50	42.50	47.50	52.50	57.50	63.50	71.00	78.50	86.00	95.00	----
7	26.17	28.17	30.17	32.17	34.17	37.92	42.92	47.92	52.92	57.92	64.08	71.67	79.08	86.87	95.83	----
8	26.33	28.33	30.33	32.33	34.33	38.33	43.33	48.33	53.33	58.33	64.67	72.33	79.67	87.33	96.67	----
9	26.50	28.50	30.50	32.50	34.50	38.75	43.75	48.75	53.75	58.75	65.25	73.00	80.25	88.00	97.50	----
10	26.67	28.67	30.67	32.67	34.67	39.17	44.17	49.17	54.17	59.17	65.83	73.67	80.83	88.67	98.33	----
11	26.83	28.83	30.83	32.83	34.83	39.58	44.58	49.58	54.58	59.58	66.42	74.33	81.42	89.33	99.17	----

**ADJUSTMENT TABLE LMR
LEVEL MONTHLY BENEFIT RATES**

The following table gives the level Monthly Benefit Rate and the level Maximum Benefit with respect to the applicable basis. The amounts shown herein do not reflect any reductions for early retirement which may be applicable. The normal form of benefit with respect to these conversions to level amounts is a single life annuity without a 60-month guarantee.

Age at Retirement*	Basis A		Basis B		Basis C		Basis D		Basis E		Basis F	
	Monthly Benefit Rate	Maximum Monthly Benefit	Monthly Benefit Rate	Maximum Monthly Benefit	Monthly Benefit Rate	Maximum Monthly Benefit	Monthly Benefit Rate	Maximum Monthly Benefit	Monthly Benefit Rate	Maximum Monthly Benefit	Monthly Benefit Rate	Maximum Monthly Benefit
45	\$3.2930	\$65.86	\$4.2705	\$85.41	\$5.9520	\$119.04	\$7.3770	\$147.54	\$8.0430	\$160.86	\$11.3555	\$227.11
46	3.3045	66.09	4.2830	85.66	5.9750	119.50	7.4105	148.21	8.0870	161.74	11.3810	227.62
47	3.3175	66.35	4.2965	855.93	5.9990	119.98	7.4450	148.90	8.1350	162.70	11.4075	228.15
48	3.3315	66.63	4.3110	86.22	6.0235	120.47	7.4825	149.65	8.1850	163.70	11.4380	228.76
49	3.3450	66.90	4.3265	86.53	6.0500	121.00	7.5220	150.44	8.2365	164.73	11.4685	229.37
50	3.3605	67.21	4.3430	86.86	6.0775	121.55	7.5640	151.28	8.2920	165.84	11.5015	230.03
51	3.3765	67.53	4.3605	87.21	6.1065	122.13	7.6080	152.16	8.3510	167.02	11.5365	230.73
52	3.3925	67.85	4.3790	87.58	6.1365	122.73	7.6545	153.09	8.4125	168.25	11.5735	231.47
53	3.4100	68.20	4.3985	87.97	6.1685	123.37	7.7035	154.07	8.4780	169.56	11.6130	232.26
54	3.4280	68.56	4.4190	88.38	6.2020	124.04	7.7555	155.11	8.5470	170.94	11.6545	233.09
55	3.4475	68.95	4.4405	88.81	6.2370	124.74	7.8105	156.21	8.6200	172.40	11.6990	233.98
56	3.4675	69.35	4.4630	89.26	6.2740	125.48	7.8690	157.38	8.6975	173.95	11.7460	234.92
57	3.4890	69.78	4.4880	89.76	6.3135	126.27	7.9315	158.63	8.7800	175.60	11.7965	235.93
58	3.5120	70.24	4.5135	90.27	6.3550	127.10	7.9975	159.95	8.8685	177.37	11.8505	237.01
59	3.5360	70.72	4.5405	90.81	6.3995	127.99	8.0690	161.38	8.9625	179.25	11.9085	238.17
60	3.5615	71.23	4.5690	91.38	6.4460	128.92	8.1455	162.91	9.0640	181.28	11.9715	239.43
61	3.5885	71.77	4.5995	91.99	6.4955	129.91	8.2280	164.56	9.1730	183.46	12.0400	240.80
62	3.6170	72.34	4.6320	92.64	6.5480	130.96	8.3180	166.36	9.2910	185.82	12.1150	242.30
63	3.6475	72.95	4.6660	93.32	6.6035	132.07	8.4155	168.31	9.4190	188.38	12.1980	243.96
64	3.6790	73.58	4.7015	94.03	6.6615	133.23	8.5215	170.43	9.5580	191.16	12.2890	245.78
65	3.7125	74.25	4.7390	94.78	6.7225	134.45	8.6365	172.73	9.7085	194.17	12.3900	247.80

* Age nearest birthday at date of benefit commencement.

ADJUSTMENT TABLE J50
JOINT AND 50% SURVIVOR OPTIONAL FORM

The following table gives the applicable reduction factors for use in converting a level single life annuity form of benefit without a 60-month guarantee to a joint and 50% survivor annuity optional form.

Participant's Age Nearest Birthday	-----Years Beneficiary's Age Nearest Birthday Exceeds Participant's-----										
	-23 to -27	-18 to -22	-13 to -17	-8 to -12	-3 to -7	-2 to +2	+3 to +7	+8 to +12	+13 to +17	+18 to +22	+23 to +27
50	.882	.888	.896	.905	.916	.928	.940	.953	.964	.974	.982
51	.876	.883	.891	.901	.912	.925	.938	.951	.963	.973	.982
52	.870	.877	.886	.896	.908	.922	.936	.949	.962	.972	.981
53	.863	.871	.880	.891	.904	.918	.933	.947	.961	.972	.981
54	.857	.865	.875	.887	.900	.915	.931	.946	.959	.971	.981
55	.850	.858	.869	.881	.896	.912	.928	.944	.958	.971	.981
56	.842	.851	.863	.876	.891	.908	.925	.942	.957	.970	.980
57	.835	.844	.856	.871	.887	.904	.923	.940	.956	.969	.980
58	.827	.837	.850	.865	.882	.901	.920	.938	.955	.969	.980
59	.819	.830	.843	.859	.877	.897	.917	.936	.954	.968	.980
60	.810	.822	.836	.853	.872	.893	.914	.934	.953	.968	.980
61	.801	.814	.829	.848	.867	.889	.911	.933	.952	.967	.979
62	.793	.806	.822	.840	.862	.885	.908	.931	.951	.967	.979
63	.783	.797	.814	.834	.856	.881	.905	.929	.950	.967	.979
64	.774	.788	.806	.827	.851	.876	.902	.927	.949	.966	.979
65	.764	.780	.798	.821	.845	.872	.900	.925	.948	.966	.979
66	.755	.771	.791	.814	.840	.868	.897	.924	.947	.966	.979
67	.745	.762	.783	.807	.835	.864	.894	.922	.946	.966	.980
68	.734	.752	.774	.800	.829	.860	.891	.921	.946	.966	.980
69	.724	.743	.766	.793	.823	.856	.889	.919	.945	.965	.980
70	.713	.733	.757	.786	.818	.852	.886	.918	.945	.966	.980
71	.702	.723	.748	.778	.812	.847	.883	.916	.944	.966	.981
72	.691	.712	.739	.770	.805	.843	.880	.915	.943	.966	.981
73	.679	.702	.730	.762	.799	.838	.877	.913	.943	.966	.982
74	.667	.691	.720	.754	.793	.833	.874	.912	.942	.966	.982

**ADJUSTMENT TABLE PJ50
JOINT AND 50% SURVIVOR OPTIONAL FORM**

This table gives the applicable reduction factors for use in converting a level single life annuity form of benefit without a 60-month guarantee to a joint and 50% survivor annuity optional form with a restoration feature should the spouse predecease the member.

Participant's Age Nearest Birthday	Years Beneficiary's Age Nearest Birthday Exceeds Participant's											
	-28 to -32	-23 to -27	-18 to -22	-13 to -17	-8 to -12	-3 to -7	-2 to +2	+3 to +7	+8 to +12	+13 to +17	+18 to +22	+23 to +27
46	.899	.903	.907	.913	.920	.927	.936	.944	.953	.961	.968	.974
47	.894	.898	.903	.909	.916	.924	.932	.941	.950	.959	.967	.973
48	.888	.892	.897	.904	.911	.920	.929	.938	.948	.957	.965	.972
49	.882	.887	.892	.899	.907	.916	.925	.935	.945	.955	.964	.971
50	.876	.881	.887	.894	.902	.912	.922	.932	.943	.953	.962	.970
51	.870	.875	.881	.888	.897	.907	.918	.929	.940	.951	.960	.969
52	.863	.868	.875	.883	.892	.903	.914	.926	.938	.949	.959	.968
53	.856	.862	.869	.877	.887	.898	.910	.923	.935	.947	.957	.966
54	.849	.855	.862	.871	.882	.894	.906	.919	.932	.944	.956	.965
55	.841	.848	.856	.865	.876	.889	.902	.916	.929	.942	.954	.964
56	.834	.840	.849	.859	.870	.883	.898	.912	.926	.940	.952	.963
57	.825	.833	.841	.852	.864	.878	.893	.908	.923	.937	.950	.962
58	.817	.825	.834	.845	.858	.873	.888	.904	.920	.935	.949	.960
59	.808	.816	.826	.838	.852	.867	.883	.900	.917	.933	.947	.959
60	.799	.808	.818	.831	.845	.861	.878	.896	.914	.930	.945	.958
61	.790	.799	.810	.823	.838	.855	.873	.892	.910	.927	.943	.956
62	.780	.790	.801	.815	.831	.849	.868	.888	.907	.925	.941	.955
63	.770	.780	.793	.807	.824	.843	.863	.883	.903	.922	.939	.954
64	.760	.771	.784	.799	.817	.836	.857	.879	.900	.920	.937	.953
65	.750	.761	.774	.790	.809	.830	.852	.874	.896	.917	.935	.951
66	.739	.751	.765	.782	.801	.823	.846	.870	.893	.915	.934	.951
67	.728	.741	.756	.773	.794	.817	.841	.866	.890	.912	.932	.950
68	.717	.730	.746	.764	.786	.810	.835	.861	.886	.910	.931	.949
69	.706	.719	.736	.755	.778	.803	.829	.857	.883	.908	.929	.948
70	.694	.708	.725	.746	.770	.796	.823	.852	.880	.905	.928	.948
71	.682	.697	.715	.736	.761	.788	.817	.847	.876	.903	.927	.947
72	.669	.685	.704	.726	.752	.781	.811	.842	.872	.900	.925	.947
73	.657	.673	.693	.716	.743	.773	.805	.837	.869	.898	.924	.946
74	.644	.661	.681	.706	.734	.765	.798	.832	.865	.895	.922	.946

**ADJUSTMENT TABLE J75
JOINT AND 75% SURVIVOR OPTIONAL FORM**

The following table gives the applicable reduction factors for use in converting a level single life annuity form of benefit without a 60-month guarantee to a joint and 75% survivor annuity optional form.

Participant's Age Nearest Birthday	-----Years Beneficiary's Age Nearest Birthday Exceeds Participant's-----											
	-28 to -32	-27 to -23	-22 to -18	-17 to -13	-12 to -8	-7 to -3	-2 to +2	+3 to +7	+8 to +12	+13 to +17	+18 to +22	+23 to +27
40	0.895	0.899	0.904	0.909	0.916	0.925	0.934	0.944	0.954	0.963	0.972	0.979
41	0.889	0.893	0.899	0.905	0.912	0.921	0.931	0.941	0.951	0.962	0.971	0.979
42	0.883	0.888	0.893	0.900	0.907	0.917	0.927	0.938	0.949	0.960	0.970	0.978
43	0.877	0.882	0.888	0.894	0.903	0.913	0.924	0.935	0.947	0.958	0.969	0.977
44	0.871	0.876	0.882	0.889	0.898	0.908	0.920	0.932	0.945	0.957	0.968	0.977
45	0.864	0.869	0.876	0.883	0.893	0.904	0.916	0.929	0.943	0.955	0.966	0.976
46	0.857	0.863	0.869	0.877	0.888	0.899	0.912	0.926	0.940	0.954	0.965	0.975
47	0.850	0.856	0.863	0.871	0.882	0.895	0.908	0.923	0.938	0.952	0.964	0.975
48	0.842	0.849	0.856	0.865	0.876	0.890	0.904	0.920	0.936	0.950	0.963	0.974
49	0.835	0.841	0.849	0.859	0.871	0.885	0.900	0.917	0.933	0.949	0.962	0.974
50	0.827	0.833	0.841	0.852	0.865	0.879	0.896	0.913	0.931	0.947	0.961	0.973
51	0.818	0.825	0.834	0.845	0.858	0.874	0.892	0.910	0.928	0.945	0.960	0.973
52	0.810	0.817	0.826	0.838	0.852	0.869	0.887	0.906	0.926	0.944	0.959	0.972
53	0.801	0.808	0.818	0.830	0.846	0.863	0.883	0.903	0.923	0.942	0.958	0.972
54	0.791	0.799	0.810	0.823	0.839	0.857	0.878	0.899	0.921	0.940	0.957	0.971
55	0.782	0.790	0.801	0.815	0.832	0.852	0.873	0.896	0.918	0.939	0.957	0.971
56	0.772	0.781	0.792	0.807	0.825	0.845	0.868	0.892	0.915	0.937	0.956	0.971
57	0.761	0.771	0.783	0.799	0.818	0.839	0.863	0.888	0.913	0.935	0.955	0.970
58	0.751	0.761	0.774	0.790	0.810	0.833	0.858	0.884	0.910	0.934	0.954	0.970
59	0.740	0.751	0.764	0.782	0.802	0.826	0.853	0.880	0.908	0.932	0.953	0.970
60	0.729	0.740	0.755	0.773	0.795	0.820	0.847	0.876	0.905	0.931	0.953	0.970
61	0.717	0.729	0.744	0.764	0.786	0.813	0.842	0.872	0.902	0.929	0.952	0.969
62	0.705	0.718	0.734	0.754	0.778	0.806	0.837	0.868	0.899	0.928	0.951	0.969
63	0.693	0.707	0.724	0.745	0.770	0.799	0.831	0.864	0.897	0.926	0.951	0.969
64	0.681	0.695	0.713	0.735	0.761	0.792	0.825	0.860	0.894	0.925	0.950	0.969
65	0.669	0.684	0.702	0.725	0.753	0.785	0.820	0.857	0.892	0.924	0.950	0.969
66	0.657	0.672	0.691	0.716	0.744	0.778	0.815	0.853	0.890	0.923	0.949	0.969
67	0.644	0.660	0.681	0.706	0.736	0.771	0.809	0.849	0.887	0.922	0.949	0.970
68	0.632	0.648	0.670	0.696	0.727	0.764	0.804	0.845	0.885	0.921	0.949	0.970
69	0.619	0.636	0.658	0.686	0.718	0.757	0.799	0.842	0.883	0.920	0.949	0.971
70	0.605	0.624	0.647	0.675	0.709	0.749	0.793	0.838	0.881	0.919	0.949	0.971
71	0.592	0.611	0.635	0.665	0.700	0.742	0.787	0.834	0.879	0.918	0.949	0.971
72	0.578	0.598	0.623	0.654	0.691	0.734	0.781	0.830	0.877	0.917	0.949	0.972
73	0.565	0.585	0.611	0.643	0.681	0.726	0.775	0.826	0.875	0.917	0.949	0.973
74	0.551	0.572	0.598	0.632	0.672	0.718	0.769	0.823	0.873	0.916	0.950	0.973

**ADJUSTMENT TABLE PJ75
JOINT AND 75% SURVIVOR OPTIONAL FORM**

This table gives the applicable reduction factors for use in converting a level single life annuity form of benefit without a 60-month guarantee to a joint and 75% survivor annuity optional form with a restoration feature should the spouse predecease the member.

Participant's Age Nearest Birthday	-----Years Beneficiary's Age Nearest Birthday Exceeds Participant's-----											
	-28 to -32	-27 to -23	-22 to -18	-17 to -13	-12 to -8	-7 to -3	-2 to +2	+3 to +7	+8 to +12	+13 to +17	+18 to +22	+23 to +27
40	0.894	0.898	0.902	0.908	0.914	0.922	0.930	0.939	0.948	0.956	0.964	0.971
41	0.888	0.892	0.897	0.903	0.910	0.918	0.927	0.936	0.945	0.954	0.962	0.970
42	0.882	0.887	0.892	0.898	0.905	0.914	0.923	0.933	0.942	0.952	0.961	0.968
43	0.876	0.881	0.886	0.892	0.900	0.909	0.919	0.929	0.940	0.950	0.959	0.967
44	0.870	0.874	0.880	0.887	0.895	0.905	0.915	0.926	0.937	0.947	0.957	0.965
45	0.863	0.868	0.874	0.881	0.890	0.900	0.911	0.922	0.934	0.945	0.955	0.964
46	0.856	0.861	0.867	0.875	0.884	0.895	0.906	0.918	0.930	0.942	0.953	0.962
47	0.849	0.854	0.861	0.869	0.879	0.890	0.902	0.914	0.927	0.939	0.951	0.961
48	0.841	0.847	0.854	0.862	0.873	0.884	0.897	0.910	0.924	0.937	0.948	0.959
49	0.833	0.839	0.847	0.856	0.866	0.879	0.892	0.906	0.920	0.934	0.946	0.957
50	0.825	0.831	0.839	0.849	0.860	0.873	0.887	0.902	0.917	0.931	0.944	0.956
51	0.816	0.823	0.831	0.842	0.854	0.867	0.882	0.898	0.913	0.928	0.942	0.954
52	0.808	0.815	0.823	0.834	0.847	0.861	0.877	0.893	0.909	0.925	0.939	0.952
53	0.799	0.806	0.815	0.826	0.840	0.855	0.871	0.888	0.906	0.922	0.937	0.951
54	0.789	0.797	0.807	0.819	0.833	0.848	0.866	0.884	0.902	0.919	0.935	0.949
55	0.780	0.788	0.798	0.810	0.825	0.842	0.860	0.879	0.898	0.916	0.932	0.947
56	0.770	0.778	0.789	0.802	0.817	0.835	0.854	0.874	0.893	0.912	0.930	0.945
57	0.759	0.768	0.780	0.793	0.809	0.828	0.848	0.868	0.889	0.909	0.927	0.943
58	0.749	0.758	0.770	0.784	0.801	0.821	0.841	0.863	0.885	0.906	0.925	0.942
59	0.738	0.748	0.760	0.775	0.793	0.813	0.835	0.858	0.880	0.902	0.922	0.940
60	0.726	0.737	0.750	0.766	0.784	0.805	0.828	0.852	0.876	0.899	0.919	0.938
61	0.715	0.726	0.740	0.756	0.776	0.797	0.821	0.846	0.871	0.895	0.917	0.936
62	0.703	0.715	0.729	0.746	0.766	0.789	0.814	0.840	0.866	0.891	0.914	0.934
63	0.691	0.703	0.718	0.736	0.757	0.781	0.807	0.835	0.862	0.888	0.911	0.932
64	0.679	0.691	0.707	0.726	0.748	0.773	0.800	0.829	0.857	0.884	0.909	0.931
65	0.666	0.679	0.696	0.716	0.739	0.765	0.793	0.823	0.852	0.881	0.906	0.929
66	0.654	0.668	0.685	0.705	0.729	0.756	0.786	0.817	0.848	0.877	0.904	0.928
67	0.641	0.656	0.673	0.695	0.720	0.748	0.779	0.811	0.843	0.874	0.902	0.926
68	0.628	0.643	0.662	0.684	0.710	0.739	0.772	0.805	0.839	0.871	0.900	0.925
69	0.615	0.631	0.650	0.673	0.700	0.731	0.764	0.799	0.834	0.867	0.898	0.924
70	0.602	0.618	0.638	0.662	0.690	0.722	0.757	0.793	0.830	0.864	0.896	0.924
71	0.588	0.605	0.626	0.651	0.680	0.713	0.749	0.787	0.825	0.861	0.894	0.923
72	0.574	0.592	0.613	0.639	0.669	0.704	0.741	0.781	0.820	0.857	0.892	0.922
73	0.560	0.578	0.600	0.627	0.659	0.694	0.733	0.774	0.815	0.854	0.890	0.921
74	0.546	0.565	0.588	0.615	0.648	0.685	0.725	0.768	0.810	0.851	0.888	0.921

ADJUSTMENT TABLE J100
JOINT AND 100% SURVIVOR OPTIONAL FORM

The following table gives the applicable reduction factors for use in converting a level single life annuity form of benefit without a 60-month guarantee to a joint and 100% survivor annuity optional form.

Participant's Age Nearest Birthday	-----Years Beneficiary's Age Nearest Birthday Exceeds Participant's-----										
	-23 to -27	-18 to -22	-13 to -17	-8 to -12	-3 to -7	-2 to +2	+3 to +7	+8 to +12	+13 to +17	+18 to +22	+23 to +27
50	.789	.799	.812	.827	.846	.866	.888	.910	.930	.949	.964
51	.780	.790	.803	.820	.840	.860	.883	.906	.928	.948	.964
52	.770	.781	.795	.812	.832	.855	.879	.903	.926	.946	.963
53	.760	.771	.786	.804	.825	.849	.875	.900	.924	.945	.963
54	.749	.761	.777	.796	.819	.843	.870	.897	.922	.944	.962
55	.738	.751	.768	.788	.811	.838	.865	.894	.920	.943	.962
56	.727	.741	.758	.779	.804	.832	.861	.890	.918	.942	.961
57	.716	.731	.749	.771	.797	.825	.856	.887	.916	.941	.961
58	.705	.720	.739	.762	.789	.819	.851	.884	.914	.940	.961
59	.693	.709	.729	.753	.781	.813	.847	.880	.912	.939	.960
60	.681	.697	.718	.744	.773	.806	.842	.877	.910	.938	.960
61	.669	.686	.708	.734	.765	.800	.837	.874	.908	.937	.960
62	.656	.674	.697	.725	.757	.793	.832	.870	.906	.936	.959
63	.644	.663	.686	.715	.749	.787	.827	.867	.904	.935	.959
64	.631	.651	.675	.705	.741	.780	.822	.864	.902	.935	.959
65	.619	.639	.665	.696	.732	.774	.817	.861	.901	.934	.959
66	.606	.627	.654	.686	.724	.767	.813	.858	.899	.934	.960
67	.593	.615	.643	.676	.716	.761	.808	.855	.898	.933	.960
68	.580	.603	.632	.667	.708	.755	.804	.853	.897	.933	.961
69	.567	.591	.621	.657	.700	.748	.799	.850	.896	.933	.961
70	.554	.579	.609	.647	.691	.742	.795	.848	.895	.933	.962
71	.541	.566	.598	.637	.683	.735	.790	.845	.894	.933	.962
72	.527	.553	.586	.626	.674	.728	.786	.843	.893	.933	.963
73	.514	.541	.574	.616	.666	.721	.781	.840	.892	.934	.964
74	.500	.528	.563	.606	.657	.715	.777	.838	.891	.934	.965

ADJUSTMENT TABLE PJ100
JOINT AND 100% SURVIVOR OPTIONAL FORM

This table gives the applicable reduction factors for use in converting a level single life annuity form of benefit without a 60-month guarantee to a joint and 100% survivor annuity optional form with a restoration feature should the spouse predecease the member.

Participant's Age Nearest Birthday	-----Years Beneficiary's Age Nearest Birthday Exceeds Participant's-----											
	-28 to -32	-23 to -27	-18 to -22	-13 to -17	-8 to -12	-3 to -7	-2 to +2	+3 to +7	+8 to +12	+13 to +17	+18 to +22	+23 to +27
46	.817	.823	.831	.840	.851	.865	.879	.894	.909	.924	.938	.950
47	.808	.814	.822	.832	.844	.858	.873	.889	.905	.921	.935	.948
48	.799	.805	.814	.825	.837	.851	.867	.884	.901	.917	.932	.946
49	.789	.796	.805	.816	.830	.845	.861	.879	.897	.914	.930	.944
50	.780	.787	.796	.808	.822	.838	.855	.873	.892	.910	.927	.942
51	.769	.777	.787	.799	.814	.830	.849	.868	.887	.906	.924	.939
52	.759	.767	.778	.790	.806	.823	.842	.862	.883	.902	.921	.937
53	.748	.757	.768	.781	.797	.815	.835	.857	.878	.899	.918	.935
54	.737	.746	.758	.772	.789	.808	.829	.851	.873	.895	.915	.933
55	.726	.736	.748	.762	.780	.800	.821	.845	.868	.891	.912	.931
56	.715	.725	.737	.752	.771	.791	.814	.838	.863	.887	.909	.928
57	.703	.713	.726	.742	.761	.783	.807	.832	.858	.882	.905	.926
58	.691	.701	.715	.732	.752	.774	.799	.825	.852	.878	.902	.924
59	.678	.690	.704	.721	.742	.765	.791	.819	.847	.874	.899	.921
60	.666	.677	.692	.710	.732	.756	.783	.812	.841	.869	.895	.919
61	.653	.665	.680	.699	.722	.747	.775	.805	.835	.865	.892	.916
62	.640	.652	.668	.688	.711	.738	.767	.798	.829	.860	.889	.914
63	.626	.640	.656	.677	.701	.728	.759	.791	.824	.856	.885	.912
64	.613	.627	.644	.665	.690	.719	.750	.784	.818	.851	.882	.909
65	.600	.614	.632	.654	.679	.709	.742	.777	.812	.847	.879	.907
66	.586	.601	.619	.642	.669	.699	.734	.770	.807	.843	.876	.906
67	.573	.588	.607	.630	.658	.690	.725	.763	.801	.839	.873	.904
68	.559	.575	.595	.619	.647	.680	.717	.756	.796	.835	.871	.903
69	.545	.562	.582	.607	.637	.671	.709	.749	.791	.831	.868	.902
70	.531	.548	.569	.595	.625	.661	.700	.742	.785	.827	.866	.901
71	.517	.535	.556	.583	.614	.651	.691	.735	.779	.823	.863	.900
72	.503	.521	.543	.570	.603	.640	.682	.727	.774	.818	.861	.899
73	.489	.507	.530	.558	.591	.630	.673	.720	.768	.814	.858	.898
74	.475	.493	.517	.545	.580	.620	.664	.713	.762	.810	.856	.898

TEAMSTERS PENSION FUND OF PHILADELPHIA & VICINITY

APPENDIX B TOP-HEAVY PROVISIONS

Part I

1.1 **General.** The following provisions shall apply automatically to the Pension Plan and supersede any contrary provisions for each Plan Year in which it is a Top-Heavy Plan. It is intended that this Article shall be construed in accordance with the provisions of Section 416 of the Internal Revenue Code. However, nothing in the following provisions shall make an individual an Employee or Beneficiary in or of the Pension Plan who would not otherwise be an Employee or Beneficiary.

1.2 **Definitions.** The following definitions shall supplement those set forth in Article I of the Pension Plan:

- (a) **“Affiliated Company”** shall mean (a) such parent or subsidiaries of a Covered Employer (or companies under common control with a Covered Employer) which would qualify as includible corporations within the meaning of Section 1563(a) of the Internal Revenue Code, and (b) any member of an affiliated service group, as determined under Section 414(m) of the Internal Revenue Code, of which the Employer is a member, and (c) such trades or businesses under common control with a Covered Employer, as determined under Section 414(c).
- (b) **“Aggregation Group”** shall mean:
 - (1) each plan (including a frozen plan or a plan which has been terminated during the 60-month period ending on the Determination Date) of a Covered Employer or an Affiliated Company in which a Key Employee is a participant,
 - (2) each other plan (including a frozen plan or a plan which has been terminated during the 60-month period ending on the Determination Date) of the Covered Employer or an Affiliated Company which enables any plan in which a Key Employee participates to meet the requirements of Sections 401(a)(4) and 410 of the Internal Revenue Code, and
 - (3) each other plan (including a frozen plan or a plan which has been terminated during the 60-month period ending on the Determination Date) of the Covered Employer or an Affiliated Company which is included by the Trustees if the Aggregation Group, including such a plan, would continue to meet the requirements of Sections 401 (a)(4) and 410 of the Internal Revenue Code.
- (c) **“Determination Date”** shall mean the last day of the preceding Plan Year. The Determination Date shall also be the valuation date for purposes of this Appendix B.
- (d) **“Key Employee”** shall mean any Employee or former Employee who at any time during the 60-month period ending on the Determination Date is a Key Employee, as described in Section 416(i) of the Internal Revenue Code.

- (e) **“Key Employee Ratio”** shall mean the ratio for any Plan Year, calculated as of the Determination Date of such Plan Year and determined in accordance with Section 416(g) of the Internal Revenue Code, of the present value of Accrued Retirement Benefits for all Key Employees to the present value of Accrued Retirement Benefits for Non-Key Employees. The present value of Accrued Retirement Benefits shall be determined as of the most recent valuation date within the twelve-month period ending on the Determination Date using the same actuarial assumption as those used to compute this Plan’s minimum funding requirements for the said period. Non-Key Employee shall also include the Beneficiaries of such persons. If an Aggregation Group includes two or more defined benefit plans the same actuarial assumptions must be used with respect to all such plans and must be specified in such plans. Proportional subsidies are ignored when testing for top heavy status but non-proportional subsidies are considered.
- (f) **“Non-Key Employee”** shall mean any Employee or former Employee of the Covered Employer or an Affiliated Company in any plan year.
- (g) **“Super Top-Heavy Plan”** shall mean each plan in an Aggregation Group if, as of the applicable Determination Date, the Key Employee Ratio in the Plan exceeds ninety percent (90%) determined in accordance with Section 416 of the Internal Revenue Code.
- (h) **“Top-Heavy Compensation”** shall mean the average of the Employee's annual compensation, as defined in Treas. Reg. 1.415.2(d), over the period of five consecutive Plan Years (or, if shorter, the longest period of consecutive Plan Years during which the Employee was in the employ of the Employer) yielding the highest average, disregarding (1) compensation paid in Plan Years prior to January 1, 1984 and (2) compensation paid in Plan Years subsequent to the close of the last Plan Year in which the Pension Plan was a Top-Heavy Plan.
- (i) **“Top-Heavy Plan”** shall mean each plan in an Aggregation Group if, as of the applicable Determination Date, the Key Employee Ratio exceeds sixty percent (60%), determined in accordance with Section 416 of the Internal Revenue Code.
- (j) **“Year of Top-Heavy Service”** shall mean any Plan Year in which the Employee completes 750 or more Hours of Service, excluding (1) Plan Years commencing prior to January 1, 1984 and (2) Plan Years commencing after the time of the last Plan year in which the Pension Plan is a Top-Heavy Plan.

Part II

1.3 Minimum Benefit for Non-Key Employees.

- (a) In each Plan Year in which the Pension Plan is a Top-Heavy Plan, each Non-Key Employee (except a Non-Key Employee as to the Plan Year of reference but who as a Key Employee as to any earlier Plan Year) who is an Employee and who has accrued a year of Vesting Service during such Plan Year will receive a minimum Accrued Retirement Benefit. Such Accrued Retirement Benefit, when expressed as an annual benefit payable in the form of a single life annuity commencing at Normal Retirement Date, shall not be less than the lesser of:
- (1) two percent (2%) of the Employee's Top-Heavy Compensation, multiplied by the Employee's Years of Top-Heavy Service, or
 - (2) twenty percent (20%) of the Employee's Top-Heavy Compensation.
- (b) If a Non-Key Employee described in subsection (a) participates in both a defined benefit plan and a defined contribution plan described in Section 1.2(b)(1) and (2), the Covered Employer is not required to provide such Employee with both the minimum benefit and the minimum contribution. In such event, the Non-Key Employee shall receive the minimum benefit described in this Section.

1.4 Vesting.

- (a) **Change in Schedule.** Each Employee's vested interest in his Accrued Retirement Benefit shall be determined in accordance with the following schedule for any Plan Year in which the Pension Plan is a Top-Heavy Plan unless the previous schedule set forth in the Pension Plan provides more rapid vesting for such Employees:

Vesting Service	Vested Percent
Less than 2 Years	0%
After 2 Years	20%
After 3 Years	40%
After 4 Years	60%
After 5 Years	80%
After 6 Years	100%

- (b) **Shift Out of Top-Heavy Status.** If a Top-Heavy Plan ceases to be a Top-Heavy Plan, the previous vesting schedule set forth in the Pension Plan shall again apply to all years of Vesting Service; however, an Employee shall maintain the same vested interest in his Accrued Retirement Benefit determined under the schedule in this Appendix B as of the date on which the Pension Plan is no longer a Top-Heavy Plan until the Employee's vested percentage under the previous schedule exceeds the percentage maintained under the schedule in this Appendix.

- (c) **Special Election of Vesting Schedule.** Each Employee with at least three years of Vesting Service at the time that the Pension Plan ceases to be a Top-Heavy Plan may elect to have his vested percentage computed under the Pension Plan in accordance with the vesting schedule set forth in this Appendix. The period during which the election may be made shall commence on the date on which the Employee is informed that the Pension Plan is no longer a Top-Heavy Plan and shall end 60 days thereafter.

1.5 Compensation. If the Pension Plan becomes a Top-Heavy Plan, the Compensation of any Employee for purposes of accruing a benefit under the Pension Plan for that Plan Year shall not exceed \$200,000 or such greater amount as may be prescribed by applicable governmental regulations. However, this will not result in the reduction of any Employee's Accrued Retirement Benefit determined as of the last day of the Plan Year before the Pension Plan becomes a Top-Heavy Plan.

In the case of a Plan Year of duration shorter than 12 months, in which the Pension Plan is a Top-Heavy Plan, Compensation shall exclude total taxable income of any Employee in excess of the amount determined by multiplying \$200,000 (as adjusted) by a fraction, the numerator of which is the number of completed calendar months occurring in such short Plan Year and the denominator of which is 12.

1.6 Social Security. The Pension Plan, for each Plan Year in which it is a Top-Heavy Plan, must meet the requirements of this Appendix without regard to any Social Security or similar contributions or benefits.

1.7 Suspension of Benefits. Notwithstanding the other provisions of the Pension Plan, the payment of an Employee's Accrued Benefits shall not be suspended during the Employee's reemployment during any period in which the Pension Plan is a Top-Heavy Plan.