

clearly indicates that he has at least 30 days to consider whether to waive the automatic form of payment and elect an alternative form of payment, and the Participant is permitted to revoke any affirmative distribution election at any time prior to the expiration of the seven-day period that begins the day after the notice is provided to the Participant.

In the case of marriage or remarriage immediately before the Effective Date of Pension, a new notification and election process must be observed.

Notwithstanding anything in the Plan to the contrary, a Participant who applies for a pension under Section 4.1, 4.2, or 4.3, and makes a timely election under this Section 6.2(a), but dies within the calendar month immediately preceding his scheduled Effective Date of Pension, shall be deemed to have lived until his Effective Date of Pension.

(b) **5-Year Period Certain Life Annuity**

The 5-Year Period Certain Life Annuity form of payment provides reduced monthly payments for the life of the Pensioner. If the Pensioner dies within the five-year period beginning on the Effective Date of Pension, the monthly pension benefit that he was receiving shall continue to his surviving Spouse, if any, for the remainder of the said five-year period. If the Pensioner has no surviving Spouse at the time of his death, or the surviving Spouse dies before receiving the full value of those benefits, the remaining portion thereof will be payable and divided equally among the Pensioner's surviving dependent children, if any, who are considered dependent children under the Social Security Act. In the event that the Pensioner has no surviving dependent children, the monthly benefits payable for the remainder of the five-year period shall be paid to the Pensioner's Beneficiary; provided, however, that if a person other than the Beneficiary paid, or is obligated to pay, the funeral expenses of the Pensioner, the monthly benefits that would otherwise be paid to the Beneficiary will first be paid to that person, provided he or she presents to the Trustees a satisfactory bill or other proof of the expenses incurred. If any monthly benefits are payable after the Pensioner's funeral expenses have been reimbursed, the remaining amounts will be paid to the Pensioner's Beneficiary.

The reduced amount of monthly benefit shall be the monthly benefit which would have been payable as a single life annuity (after adjustment, if any, for early retirement) converted to the actuarial equivalent amount payable in the 5-Year Period Certain Life Annuity. This conversion shall be on the basis of the Actuarial Equivalent specified in Section 1.1(a) for those eligible, and to accomplish the conversion for those not eligible (and to recognize that the amount of the benefit accrued through December 31, 2004 is to be preserved), the single life annuity shall be multiplied by 100%.

(c) **100% Husband and Wife Pension**

The 100% Husband and Wife Pension shall be available to any Participant with a Spouse whose Effective Date of Pension is on or after May 1, 2001 and who earns Pension Credit on or after January 1, 2000.

The 100% Husband and Wife Pension form of payment provides reduced monthly payments to the Participant for his lifetime. In the event the Participant predeceases his Spouse, monthly payments will be made to his Spouse for the Spouse's lifetime in an amount equal to 100% of the monthly amount paid to the Participant. The reduced amount of monthly benefit shall be the monthly benefit which would have been payable as a single life annuity (after adjustment, if any, for early retirement) converted to the actuarial equivalent amount payable in 100% Husband and Wife Pension form. This conversion shall be on the basis of the Actuarial Equivalent specified in Section 1.1(a) for those eligible, and to accomplish the conversion for those not eligible, the single life annuity shall be multiplied by 0.81 minus 0.7 of 1% for each full year that the Spouse's age is less than the Participant's age or plus 0.7 of 1% for each full year that the Spouse's age is greater than the Participant's age; provided, however, that the resulting adjustment shall not be greater than 0.99.

(d) **50%, 75%, or 100% Husband and Wife Pension with Pop-Up**

The Husband and Wife Pension with Pop-Up shall be available to any Participant with a Spouse who earns at least $\frac{1}{4}$ Pension Credit after December 31, 2004. The Husband and Wife Pension with Pop-Up forms of payment provide reduced monthly payments to the Participant during the joint lifetime. In the event the Participant predeceases his Spouse, monthly payments shall be made to his Spouse for the Spouse's lifetime in an amount equal to 50%, 75%, or 100%, as elected by the Participant, of the monthly amount paid to the Participant. In the event the Participant's Spouse predeceases the Participant, monthly payments to the Participant shall increase (or "pop-up") to the amount the Participant would have received if payment had been made to him in the form of a single life annuity. The monthly benefit during the joint lifetime shall be the monthly benefit which would have been payable as a single life annuity (after adjustment, if any, for early retirement) converted to the actuarial equivalent amount payable in 50%, 75%, or 100% (as applicable) Husband and Wife Pension with Pop-Up form. The conversion shall be on the basis of the Actuarial Equivalent specified in Section 1.1(a).

(e) **Single Life Annuity**

The Single Life Annuity form of payment shall be available to any Participant with a Spouse who earns at least $\frac{1}{4}$ Pension Credit after December 31, 2004. The Single Life Annuity provides monthly payments to the Participant for his lifetime only. No monthly benefits shall be payable to the Spouse or Beneficiary of a Participant.

(f) **75% Husband and Wife Pension**

The 75% Husband and Wife Pension shall be available to any Participant with a Spouse whose Effective Date of Pension is on or after September 1, 2009.

The 75% Husband and Wife Pension form of payment provides reduced monthly payments to the Participant for his lifetime. In the event the Participant predeceases his Spouse, monthly payments will be made to his Spouse for the Spouse's lifetime in an amount equal to 75% of the monthly amount paid to the Participant. The reduced amount

of monthly benefit shall be the monthly benefit which would have been payable as a single life annuity (after adjustment, if any, for early retirement) converted to the actuarial equivalent amount payable in 75% Husband and Wife Pension form. This conversion shall be on the basis of the Actuarial Equivalent specified in Section 1.1(a) for those eligible, and to accomplish the conversion for those not eligible, the single life annuity shall be multiplied by 0.855 minus 0.55 of 1% for each full year that the Spouse's age is less than the Participant's age or plus 0.55 of 1% for each full year that the Spouse's age is greater than the Participant's age; provided, however, that the resulting adjustment factor shall not be greater than 0.99.

6.3 Lump Sum Payment of Small Benefit Amounts

Notwithstanding any provision to the contrary, if the Actuarial Equivalent lump sum value of any benefit (other than a Disability Pension) payable to a vested Participant, or the Participant's Beneficiary in the event of the Participant's death, is less than or equal to \$5,000, the Participant, or his Beneficiary, may receive the Actuarial Equivalent lump sum value of his benefit (other than a Disability Pension) in lieu of any other benefit payments from the Plan. Such distribution shall be deemed to occur if the Participant's vested benefit is equal to zero.

If a Participant retires and begins receiving benefits in the form of a 50% Husband and Wife Pension, 75% Husband and Wife Pension, 100% Husband and Wife Pension, a 5-Year Period Certain Life Annuity or any of the Husband and Wife Pensions with Pop-Up, and upon the Pensioner's death, the Actuarial Equivalent lump sum value of the benefit payable to the Pensioner's surviving Spouse or other Beneficiary is less than \$5,000 as of the date of the Pensioner's death, the surviving Spouse or Beneficiary shall be permitted to elect to receive the Actuarial Equivalent lump sum value of the benefit in lieu of all other future benefit payments. The surviving Spouse or Beneficiary must make such election in writing on a form prescribed by the Trustees.

6.4 Minimum Pension Payment

Notwithstanding anything in this Article 6 to the contrary, a Participant who elects a form of payment that was available as of December 31, 2004 shall receive a pension that is no less than would have applied for that form of payment as of December 31, 2004.

6.5 Minimum Pension Credit

Notwithstanding anything in the Plan to the contrary, where reference is made to "Actuarial Equivalent" in Sections 6.1 and 6.2, those eligible for the "Actuarial Equivalent" as defined in Section 1.1(a) are only those Participants who earn at least $\frac{1}{4}$ Pension Credit after December 31, 2004 attributable to service under the Plan (and not solely as a result of related service recognized under reciprocity).

ARTICLE 7 – DISABILITY AND DEATH BENEFIT

7.1 Disability Pension

Notwithstanding any provision in the Plan to the contrary, effective September 1, 1999, a Participant shall be entitled to a Disability Pension in accordance with the following:

(a) **Eligibility**

A Participant shall be entitled to a Disability Pension payable prior to age 55 if the Participant has earned at least 15 Pension Credits and incurs Total and Permanent Disability while in Covered Employment, provided he properly applies for such pension.

(b) **Benefit**

The monthly amount of the Disability Pension shall be equal to the amount of the Early Retirement Pension described in Section 4.2 that the Participant could receive from the Plan, including the Thirteenth Check described in Section 4.8, calculated as if the Participant had attained age 55. Unless otherwise provided therein, the Disability Pension shall be subject to the benefit increases provided for in Section 4.10.

(c) **Application for Benefit**

A Participant who is eligible to receive the Disability Pension must file a written application with the Trustees and must apply for a Social Security disability award. The Disability Benefit shall commence as of the first month after the month in which the application for payment and proof of the Participant's Social Security disability award are received by the Trustees.

(d) **Form and Timing of Benefit Payment**

The Disability Pension shall provide the Participant with a monthly benefit payable retroactively to the first day of the month coincident with or next following the effective date of his Social Security disability award or, if later, the date on which he submits an application for payment to the Trustees pursuant to subsection (c), unless the Trustees find that failure to make a timely application was due to extenuating circumstances. The Disability Pension shall end upon the earliest of:

- (1) the Participant's loss of entitlement to the Social Security disability award;
- (2) the date on which the Participant becomes able to engage in any gainful activity;
- (3) the date the Participant attains age 55; or
- (4) the Participant's death.

The Trustees shall have the right to require any Participant claiming to have a Total and Permanent Disability to submit reasonable proof as a consideration of granting or continuing benefits.

(e) **Benefits on Account of Death During Disability Pension**

- (1) If a Participant dies before he attains age 55 while receiving a Disability Pension, his Beneficiary will be entitled to receive a \$2,500 death benefit; provided, however, that if a person other than the Beneficiary paid, or is obligated to pay, the funeral expenses of the Pensioner, the \$2,500 death benefit will first be used to reimburse that person for the funeral expenses, provided he or she presents to the Trustees a satisfactory bill or other proof of the expenses incurred. Any amount remaining after reimbursement of the Participant's funeral expenses will be paid to the Pensioner's Beneficiary.
 - (2) The surviving Spouse of a Participant who dies prior to age 55 while receiving a Disability Pension shall receive a Pre-Retirement Surviving Spouse Pension as set forth in Section 7.2. This benefit shall be paid in addition to the lump sum described in paragraph (1) above.
 - (3) The Beneficiary of a Participant who does not have a surviving Spouse who is eligible for a Pre-Retirement Surviving Spouse Pension who dies prior to age 55 while receiving a Disability Pension shall receive a monthly benefit, equal to the monthly Disability Pension that was payable to the Participant immediately prior to his death, for the remainder, if any, of the five-year period that begins on the date the Disability Pension commenced. This benefit shall be paid in addition to the lump sum described in paragraph (1) above.
- (f) Notwithstanding the foregoing, effective January 1, 2009, the Disability Pension described in this Section 7.1 shall no longer apply or otherwise be available to any Participant or Beneficiary.

7.2 Pre-Retirement Surviving Spouse Pension

- (a) The surviving Spouse of a vested Participant who dies before his Effective Date of Pension, or who dies prior to age 55 while receiving a Disability Pension, shall be eligible for a Pre-Retirement Surviving Spouse Pension, provided the Participant had at least one Hour of Service on or after August 22, 1984 and the Participant and his Spouse were married to each other throughout the 12-month period ending immediately before the Participant's death.

A vested Participant who had at least one Hour of Service on or after January 1, 1976 but not after August 22, 1984 may elect to have his surviving Spouse receive the Pre-Retirement Surviving Spouse Pension if he should die prior to his Effective Date of Pension by written request filed with the Trustees before his death. Notwithstanding the foregoing, if the Participant dies after he has attained the earliest date on which he could elect to receive a pension benefit under the Plan, his surviving Spouse shall automatically receive a Pre-Retirement Surviving Spouse Pension.

- (b) The amount of the Pre-Retirement Surviving Spouse Pension shall be determined as follows:
- (1) in the case of a Participant who dies after he has attained the earliest date on which he could elect to receive a pension benefit under the Plan, the amount of the monthly benefit shall be equal to the amount that would be payable to the surviving Spouse under the 50% Husband and Wife Pension, determined on the day before the Participant's death;
 - (2) in the case of a Participant who dies before he could elect to receive a pension benefit under the Plan (including a Participant who dies while receiving a Disability Pension), the amount of the monthly benefit shall be equal to the amount that would be payable to the surviving Spouse under a 50% Husband and Wife Pension had the Participant:
 - (A) terminated employment on the date he last worked in Covered Employment;
 - (B) survived to the earliest date on which he could elect to receive a pension benefit under the Plan;
 - (C) retired with an immediate 50% Husband and Wife Pension (after adjustment, if any, for early retirement) based on an amount determined in accordance with the terms of the Plan in effect when the Participant last worked in Covered Employment; and
 - (D) died on the following day.
- (c) Unless the Spouse makes an election pursuant to paragraph (1) or (2) below, payments under the Pre-Retirement Surviving Spouse Pension shall begin on the earliest date when the Participant could have received a pension benefit and shall be payable for the life of the surviving Spouse.
- (1) The surviving Spouse may elect, in the form prescribed by the Trustees, to have payments under the Pre-Retirement Surviving Spouse Pension commence at any time after the Participant's death and prior to the earliest date on which the Participant could have elected to receive a pension benefit. In such case, the benefit calculated under Section 7.2(b)(2) above, payable at the earliest date the Participant could have received a pension benefit, will be reduced to its Actuarial Equivalent as of the date the Spouse elects to have payments commence.
 - (2) The surviving Spouse may elect, in the form prescribed by the Trustees, that the payments under the Pre-Retirement Surviving Spouse Pension be deferred to a later date, but not later than the first day of the month on or after the Participant would have attained age 70½. The amount payable at that time shall be determined as described in Section 7.2(b)(1) or (2) above, except that the benefit shall be paid in accordance with the terms of the Plan when the Participant last worked in Covered Employment (unless otherwise specified) as if the Participant

had retired with a 50% Husband and Wife Pension on the day before the surviving Spouse's payments were scheduled to start, and died the next day. The failure of the surviving Spouse to timely submit an application for payment to the Trustees shall be deemed an election to defer payment.

- (d) The surviving Spouse of a Participant who satisfied the eligibility requirements under Section 7.3 is not eligible to receive the death benefits provided in that Section if he or she is ever eligible for the Pre-Retirement Surviving Spouse Pension.

Also, the Beneficiary of a Participant who satisfied the eligibility requirements under Section 7.3 is not eligible to receive the death benefits provided in that Section if there is a surviving Spouse who is ever eligible for the Pre-Retirement Surviving Spouse Pension.

- (e) If the Actuarial Equivalent lump sum value of the Pre-Retirement Surviving Spouse Pension does not exceed \$5,000, the surviving Spouse may elect to receive an immediate lump sum death benefit in lieu of an annuity and any other payments from the Plan.
- (f) If the Actuarial Equivalent lump sum value of the Pre-Retirement Surviving Spouse Pension exceeds \$5,000 but does not exceed \$10,000, the surviving Spouse may elect, in the form prescribed by the Trustees, to receive an immediate lump sum death benefit in lieu of an annuity and any other payments from the Plan. Notwithstanding the foregoing, if the Plan is in critical status as defined in Code section 432, effective on the date of the notice of certification of the Plan's critical status for the initial critical year, the surviving Spouse may not make an election under this Section 7.2(f).

7.3 Pre-Retirement Death Benefit

In the event of the death of a Participant who has met:

- (a) the age and service requirements for the Normal Retirement Pension, Early Retirement Pension, or Twenty-Five Year Service Pension, or
- (b) the service and disability requirements of the Disability Pension,

but who has not applied, or who has applied but dies before his Effective Date of Pension or the commencement of his Disability Pension, the monthly benefit to which the Participant would have been entitled, had he applied on the date of his death or had he been alive on his Effective Date of Pension, shall become payable to his Beneficiary for a period of five years; provided, however, that if a person other than the Beneficiary paid, or is obligated to pay, the funeral expenses of the Pensioner, the monthly benefits that would otherwise be paid to the Beneficiary will first be paid to that person, provided he or she presents to the Trustees a satisfactory bill or other proof of the expenses incurred. If any monthly benefits are payable after the Pensioner's funeral expenses have been reimbursed, the remaining amounts will be paid to the Pensioner's Beneficiary. In the event that there is a surviving Spouse and the surviving Spouse is ever entitled to Pre-Retirement Surviving Spouse Pension pursuant to Section 7.2, neither she nor any other Beneficiary shall be entitled to the five-year pre-retirement death benefit described in this Section 7.3. Prior to April 1, 1991, this Pre-Retirement Death Benefit was payable for three years.

Notwithstanding the foregoing, effective as of January 1, 2005, the Pre-Retirement Death Benefit described in this Section 7.3 shall no longer apply or otherwise be available to any Beneficiary.

7.4 Supplemental Lump Sum Post-Retirement Death Benefit

(a) Eligibility

A Supplemental Lump Sum Post-Retirement Death Benefit shall be payable to the Beneficiary of a Pensioner who dies, provided:

- (1) the Pensioner had not elected the pension hospital-surgical benefit provided by the Road Carriers Local 707 Welfare Plan;
- (2) the Pensioner was not eligible for the regular active employee life insurance benefit from the Road Carriers Local 707 Welfare Plan; and
- (3) the Pensioner retired:
 - (A) between June 1, 1973 and December 31, 1977 having earned Pension Credits in Covered Employment in five of the six years immediately prior to his retirement, based only on service in the Plan (and not on combined service with another pension plan with which the Plan has a Reciprocal Agreement);
 - (B) on or after January 1, 1978 and before February 28, 1989 having earned 25 or more Pension Credits, based only on service in the Plan. Reciprocal Pensioners retiring on or after January 1, 1978 and before June 30, 1982 must also have earned five of the last six Pension Credits based only on service in the Plan, and Reciprocal Pensioners retiring on or after July 1, 1982 and before February 28, 1989 must have earned at least three Pension Credits based only on service in the Plan; or
 - (C) on or after March 1, 1989 having earned 25 or more combined Pension Credits, provided at least 18 Pension Credits were based only on service in the Plan.

(b) Amount

The amount of the Supplemental Lump Sum Post-Retirement Death Benefit shall be:

- (1) \$2,500 if the Pensioner retired after October 1, 1966 and waived the hospital-surgical benefit provided by the Road Carriers Local 707 Welfare Fund on or after May 1, 1979. If the Pensioner is a Reciprocal Pensioner who retired on or after July 1, 1982, the amount will be a prorated portion of \$2,500 in the amount that his Pension Credit under the Plan bears to his total credit.

- (2) \$2,500 for a Reciprocal Pensioner who retired on or after March 1, 1989 and had 25 or more combined Pension Credits, at least 18 of which were earned in the jurisdiction of the Plan.

In the event that a person other than the Beneficiary paid, or is obligated to pay, the funeral expenses of the Pensioner, the Supplemental Lump Sum Post-Retirement Death Benefit will first be used to reimburse that person for those funeral expenses, provided he or she presents to the Trustees a satisfactory bill or other proof of the expenses incurred. Any amount remaining after reimbursement of the Participant's funeral expenses will be paid to the Pensioner's Beneficiary.

- (c) Notwithstanding the foregoing, effective January 1, 2009, the Supplemental Lump Sum Post-Retirement Death Benefit described in this Section 7.4 shall no longer apply or otherwise be available to any Participant or Beneficiary.

7.5 Thirty-Year Service Lump Sum Post-Retirement Death Benefit

(a) Eligibility

A Thirty-Year Service Lump Sum Post-Retirement Death Benefit shall be payable to the Beneficiary of a Pensioner who dies, provided that the Pensioner:

- (1) retired on or after April 1, 1983 and earned at least 250 Hours of Service after November 1, 1982, and
- (2) was credited with 30 or more Pension Credits, of which at least 22½ were earned in the jurisdiction of the Plan.

(b) Amount

The amount of the Thirty-Year Service Lump Sum Post-Retirement Death Benefit shall be \$10,000; provided, however, if a person other than the Beneficiary paid, or is obligated to pay, the funeral expenses of the Pensioner, the Thirty-Year Lump Sum Post-Retirement Death Benefit will first be used to reimburse that person for those funeral expenses, provided he or she presents to the Trustees a satisfactory bill or other proof of the expenses incurred. Any amount remaining after reimbursement of the Participant's funeral expenses will be paid to the Pensioner's Beneficiary.

In the event that the Beneficiary is also eligible to receive the Supplemental Lump Sum Post-Retirement Death Benefit described in Section 7.4, reimbursement of the Pensioner's funeral expenses will be made under this Section 7.5 only to the extent those expenses exceed the amount of the Supplemental Lump Sum Post-Retirement Death Benefit.

- (c) Notwithstanding the foregoing, effective January 1, 2009, the Thirty-Year Service Lump Sum Post-Retirement Death Benefit described in this Section 7.5 shall no longer apply or otherwise be available to any Participant or Beneficiary.

7.6 Death During Qualified Military Service

Effective for deaths occurring on or after January 1, 2007, to the extent required by Code section 401(a)(37), the survivor(s) of a Participant who dies while performing qualified military service (meaning service in the uniformed services (as defined in Section 5.4(b)) for which a Participant is entitled to legal reemployment rights under USERRA) shall be eligible for any additional benefits (other than benefit accruals relating to the period of qualified military service) that would have been provided under the Plan if the Participant had resumed employment and immediately thereafter terminated employment due to death.

ARTICLE 8 – PAYMENT OF BENEFITS

8.1 Payment of Benefits

(a) Generally

A Participant who is eligible to receive benefits under the Plan and makes application in accordance with subsection (c) shall be entitled upon retirement to receive his benefit. Benefit payments shall commence on the Effective Date of Pension. Benefit payments shall end with the payment for the month in which the death of the Pensioner occurs, except as provided in accordance with the 50% Husband and Wife Pension, 75% Husband and Wife Pension, 100% Husband and Wife Pension, 50% Husband and Wife Pension with Pop-Up, 75% Husband and Wife Pension with Pop-Up, 100% Husband and Wife Pension with Pop-Up, and the 5-Year Period Certain Life Annuity options described in Article 6.

(b) Retirement

To be considered retired, a Participant must have separated from Covered Employment. A Participant shall be deemed not to have separated from Covered Employment if he retains seniority rights or a right of recall to work with the Contributing Employer.

A Participant who has separated from Covered Employment shall be considered retired notwithstanding subsequent employment or reemployment with a Contributing Employer for less than 40 hours in any month, provided he no longer retains seniority rights or right of recall to fuller employment based on his previous employment. A Participant who retains seniority rights or a right of recall to work with a Contributing Employer shall, notwithstanding the preceding paragraph, be considered retired if he has been laid off for an indefinite period and performs no active work for the Contributing Employer for at least three consecutive calendar months.

(c) Application for Payment

A Participant must apply for a pension in writing, in the form prescribed by the Trustees, and file such application with the Trustees at least 30 days in advance of the Effective Date of Pension.

The applicant must notify the Trustees in writing of the first month after which he stops work or retires that would entitle him to pension payments. This notice may be given prior to or during the first such month in accordance with Section 8.2(c).

(d) Commencement of Benefits After Normal Retirement Age

If a Participant applies for benefits more than a *de minimis* length of time after the later of the date the Participant reaches Normal Retirement Age or, if benefits have been suspended under Section 8.2(b), the date benefit payments are no longer suspended, or if payments start under subsection (e) below in the absence of a pension application being filed, no payments shall be made for the period during which benefits would have been

payable if the Participant had made timely application; provided, however, that the benefit payable to the Participant shall be the Actuarial Equivalent of the benefit the Participant would have received had benefits commenced on the later of the date the Participant reached Normal Retirement Age or the date the Participant's benefit was no longer suspended under Section 8.2(b). This subsection (d) does not apply to applications for retirement prior to the date the Participant attained Normal Retirement Age.

(c) **Latest Date of Commencement of Benefits**

Unless the Participant elects otherwise, payment of his pension benefit shall begin no later than the 60th day after the later of:

- (1) the close of the Plan Credit Year in which the Participant attains Normal Retirement Age, or
- (2) the close of the Plan Credit Year in which the Participant retires in accordance with Section 8.1(b).

A Participant may file a written election with the Trustees to receive benefits first payable for a later month; provided, however, that payment of a Participant's pension benefits shall begin no later than April 1 of the calendar year following the later of (i) the calendar year in which the Participant attains age 70½, or (ii) the calendar year in which the Employee retires ("Required Beginning Date"). If the Participant is a 5% owner as defined in Code section 416(i)(1)(i), the Required Beginning Date shall be April 1 of the calendar year following the calendar year in which the Participant attains age 70½. Notwithstanding any provision of the Plan to the contrary, payment of the pension benefit shall so begin, even if the Participant fails to file an application for the pension. In the case of a Participant to whom clause (ii) applies and who retires in a calendar year after the calendar year in which he attains age 70½, the Participant's benefit under the Plan shall be increased to be the Actuarial Equivalent of the benefit that would have been paid if the benefit payments had started at age 70½ (less any actuarial increase under subsection (d) above. Such payment shall be made over the life of the Participant (or the lives of the Participant and his Beneficiary) or over a period not extending beyond the life expectancy of the Participant (or the life expectancies of the Participant and his Beneficiary), provided that if the Participant dies before his entire benefit has been distributed to him, 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 his death. To the extent benefit payments are required to begin April 1 of the calendar year following the calendar year in which the Participant attains age 70½ or retires, such payments shall include all benefits accrued through the March 31 prior to the date payments are required to begin. The failure of a Participant to timely submit an application for payment pursuant to subsection (c) shall be deemed an election to defer payment. All distributions will meet the requirements of Treasury Regulations Sections 1.401(a)(9)-2 through 1.401(a)(9)-9. In addition, the Plan will meet the incidental benefit requirements of Code section 401(a)(9)(G).

8.2 Suspension of Benefits

(a) Suspension of Benefits Before Normal Retirement Age

The monthly benefit otherwise payable to a Participant shall be suspended for any month in which the Participant is employed in "disqualifying employment" prior to his attainment of Normal Retirement Age. In addition, monthly benefits shall be suspended for an additional month after any consecutive period of one or more months during which the Participant was engaged in disqualifying employment.

For purposes of this subsection (a), "disqualifying employment" means any employment or self-employment in a job classification of a kind covered by a Local 707 collective bargaining agreement, whether or not the Participant's employer is covered by a collective bargaining agreement with Local 707.

If the Participant has failed to notify the Trustees of employment that may be the basis for suspension of benefits under this subsection (a), in accordance with the notification requirements of Section 8.2(c), or has willfully misrepresented to the Trustees with respect to disqualifying employment, the monthly benefit shall be suspended for twice the number of months of such employment, in addition to the months in which the disqualifying employment occurred; provided, however, in no event shall the foregoing suspension result in the suspension of benefits for any month after the Participant attains Normal Retirement Age.

(b) Suspension of Benefits After Normal Retirement Age

The monthly benefit otherwise payable to a Participant who has reached Normal Retirement Age shall be suspended for any calendar month in which he completed at least 40 Hours of Service, as defined in Section 1.14(a) and (b), in "disqualifying employment." For purposes of this subsection (b), "disqualifying employment" means employment or self-employment that is:

- (1) in an industry covered by the Plan when the Participant's pension payment commenced or would have commenced if the Participant had not remained in or returned to employment. An industry covered by the Plan means the trucking, moving and general warehousing industries and any other industry in which any Plan Participants were employed when the Participant's pension commenced or, but for the suspension under this Section 8.2 would have commenced. If a Participant's benefits are suspended and then resumed, the industry covered by the Plan shall be the industry and area covered by the Plan at the time of the resumption of payment; and
- (2) in the geographic area covered by the Plan when the Participant's pension payment commenced or would have commenced if the Participant had not remained in or returned to employment. The geographic area covered by the Plan means any area covered by the Plan when the Participant's pension commenced or, but for suspension under this Section 8.2, would have commenced. If a Participant's benefits are suspended and then resumed, the geographic area

covered by the Plan shall be the industry and area covered by the Plan at the time of the resumption of payment; and

- (3) in any trade or craft in which the Participant worked under the Plan at any time.

Disqualifying employment shall include a Participant's continued employment in Covered Employment following the Participant's attainment of Normal Retirement Age.

If benefit payments have been suspended under this Section 8.2(b), they shall resume no later than the April 1 of the year following the year in which the Participant reaches age 70½.

(c) **Notification**

(1) **Participants' Notification Requirements**

- (A) A Participant shall notify the Plan in writing within 15 days after starting any work of a type that is or may be disqualifying employment under Section 8.2(a) or 8.2(b) above, without regard to the number of hours of such work (that is, whether or not such employment is less than 40 hours in a month). In addition, each Participant must comply with any reasonable requirement of the Trustees to inform them of the commencement of any employment which could constitute disqualifying employment. If a Participant has worked in any month and has failed to give timely notice to the Plan of such employment, the Trustees shall presume that he worked for at least 40 hours in such month and any subsequent month before the Participant gives notice that he has ceased employment. The Participant shall have the right to overcome such presumption by establishing that his work was not in fact an appropriate basis for the suspension of his benefits under the Plan.
- (B) A Participant whose benefit has been suspended shall notify the Trustees when his disqualifying employment ends. The Trustees shall have the right to hold back benefit payments until such notice is filed with the Plan.

(2) **Trustees' Notification Requirements**

- (A) Upon commencement of pension payments, or upon a Participant's attainment of Normal Retirement Age, the Trustees shall notify the Participant of the Plan's rules governing the suspension of benefits, including the identity of the industries and geographic area covered by the Plan. Upon resumption of pension payments following suspension, new notification shall be given to the Participant, if there has been any material change in the suspension rules or the identity of the industries or area covered by the Plan.

- (B) The Trustees shall inform all Participants at least once every 12 months of the reemployment notification requirements and the presumptions set forth in this paragraph.
- (C) The Trustees shall inform a Participant of any suspension of his benefits by providing him notice, by personal delivery or first class mail, during the first calendar month in which his benefits are withheld.

(d) **Resumption of Benefit Payments**

- (1) Benefits shall be resumed for months after the last month during which the Participant is employed in disqualifying employment, or after the applicable "penalty" period described in Section 8.2(a). Payment shall begin no later than the third month after such period, provided the Participant has complied with the notification requirements set forth in Section 8.2(c).
- (2) The monthly amount of pension when resumed after suspension shall be determined under subparagraph (A) below and adjusted for any optional form of payment in accordance with subparagraph (B) below. Nothing in this section shall be understood to extend any benefit increase or adjustment effective after the Participant's initial retirement to the amount of pension upon resumption of payment, except to the extent that it may be expressly directed by any other provision of the Plan.
 - (A) If the pension was first payable at or after Normal Retirement Age or was a Twenty-Five Year Service Pension first payable at or after age 55, upon resumption the monthly benefit payable to the Participant shall not change. Otherwise, the amount shall be determined as if it were then being determined for the first time, but on the basis of an adjusted age. The adjusted age shall be the age of the Participant at the beginning of the first month for which payment is resumed, reduced by the months for which he had received benefits to which he was entitled.

This amount shall be determined before adjustment, if any, for additional accruals based on reemployment, changes in the Plan adopted after the Participant first retired, and any offset on account of prior overpayment.
 - (B) The amount determined under subparagraph (A) shall be adjusted for the Husband and Wife Pension if the Participant had previously so elected.
- (3) A Participant who returns to work in Covered Employment after retirement may continue to earn additional Pension Credits in accordance with the terms of the Plan. Upon his subsequent retirement, the Participant shall be entitled to the pension benefit he was receiving prior to his return to work in Covered Employment and an additional benefit calculated using the Pension Credits he earns after his return to work in Covered Employment based on the benefit he was entitled to at the time of his subsequent retirement and prior to January 1, 2005. Notwithstanding the foregoing, if the Participant earns at least as many Pension

Credits after his return to work in Covered Employment as the number of years that he received a pension benefit, but not less than three Pension Credits, upon his subsequent retirement he shall be entitled to a pension benefit calculated using all of his Pension Credits (those earned prior to his original retirement and those earned after his return to Covered Employment) based on the benefit he is entitled to at the time of his subsequent retirement and prior to January 1, 2005.

Effective January 1, 2005, a Participant who returns to work in Covered Employment after initially retiring and who again retires as contemplated in this paragraph shall be entitled to the pension benefit he was receiving prior to his return to work in Covered Employment and the pension benefit that he accrued as a consequence of returning to such Covered Employment; provided, however, if the Participant earns at least as many Pension Credits, but not less than three, after his return to work in Covered Employment as the number of years that he received a pension benefit before that return, then the pension benefit for the earlier period of employment (to the extent earned prior to December 31, 2004) shall be recalculated for the pension benefit in effect on December 31, 2004 or the Participant's subsequent retirement date, if earlier.

- (4) All forms of benefit payments in effect prior to the suspension of benefits shall remain effective if the Participant's death occurs while his benefits are in suspension. A Participant who accrues additional Pension Credits prior to January 1, 2005, or who accrues an additional benefit based on Employer Contributions payable after December 31, 2004, while his benefits are suspended shall have a new Effective Date of Pension with respect to the portion of his benefits attributable to those additional Pension Credits or Employer Contributions. Such additional benefits shall be paid to the Participant in accordance with Article 6 without regard to the form of payment of other benefits.

(e) **Recovery of Overpayments**

Overpayments attributable to payments made for any month or months for which the Participant was employed in disqualifying employment shall be deducted from the benefit payments otherwise paid or payable subsequent to the period of suspension. A deduction from a monthly benefit payment for a month after the Pensioner attains Normal Retirement Age shall not exceed 25% of the amount of the Pensioner's monthly benefit payment (prior to the deduction); however, the Trustees may withhold up to 100% of the first payment made upon resumption after a suspension in order to recoup such overpayment. If a Pensioner dies before recoupment of overpayments has been completed, deductions shall be made from the benefits payable to his Beneficiary subject to the 25% limitation.

(f) **Status Determination**

A Participant may write to the Trustees to determine if an actual or contemplated employment is disqualifying employment and the Trustees shall reply to such request for information after securing enough details to make such a judgment. The Plan shall

provide the Participant with its determination, which shall be subject to review in accordance with Section 9.5.

(g) **Grace Period**

Effective January 1, 2005 and continuing through December 31, 2008, hours worked up to two days per week by retired Participants for Contributing Employers will not be considered for Suspension of Benefits purposes under this Section 8.2. The following shall apply to any additional benefits earned after the Participant's retirement.

- (1) If a Participant is reemployed with a Contributing Employer after his Effective Date of Pension and after he has attained Normal Retirement Age under this Section 8.2(g), the following shall apply. In the event that a Participant earns a benefit accrual during and/or after the Plan Year in which he attains Normal Retirement Age and after benefits have commenced hereunder, the amount of pension payable to the Participant as determined as of his Effective Date of Pension shall be adjusted each January 1 following such Effective Date of Pension and concluding the January 1 next following the date the Participant ceases to accrue benefits under the Plan. Such annual adjustment shall include any increase (but not any decrease) in the Participant's pension benefits as a result of any additional benefit accrued under Article 4 due to Employer Contributions required to be made on behalf of the Participant (including contributions for any period that would not require a Suspension of Benefits under this Section 8.2, an Actuarial Equivalent adjustment to such increase to reflect payment commencing after Normal Retirement Age) since the Participant's Effective Date of Pension or the last such annual adjustment, whichever applies. In addition, such annual adjustment shall be reduced (but not below zero) by the Actuarial Equivalent of any benefits paid to the Participant since his Effective Date of Pension during any period that would otherwise require a Suspension of Benefits under this Section 8.2; provided, however, that the amount, if any, of the benefits paid to the Participant which exceeds the amount the Participant would have received if distribution had been made in the automatic form of benefits described in Section 6.1 for such Participant shall be disregarded in determining the Actuarial Equivalent of such benefits for purposes of the reduction described in this sentence.
- (2) If a Participant is reemployed with a Contributing Employer after his Effective Date of Pension and prior to his Normal Retirement Age under this Section 8.2(g), he shall continue to receive the same benefit during the period of reemployment as he was receiving immediately prior to employment until the earlier of:
 - (A) the date he again terminates employment with the Contributing Employer;
or
 - (B) his Normal Retirement Age,

when the Participant's benefit shall be adjusted to reflect the results of recalculation of his benefit taking into account any additional benefit accrued under Article 4 as a result of additional Employer Contributions required to be

made on behalf of the Participant during the period of employment. Such recalculated benefit shall be reduced by a fraction of the Actuarial Equivalent of the benefits paid prior to the Participant's Normal Retirement Age. The numerator of this fraction shall be the actuarial value of those paid benefits net of the actuarial value of any benefit increase that would have occurred as a consequence of Section 8.2(d)(2)(A) if the benefit had actually been suspended, and the denominator of this fraction shall be the actuarial value of those paid benefits.

8.3 Nonduplication of Benefits

Notwithstanding anything herein to the contrary, no Participant, Pensioner, or Beneficiary shall be entitled to more than one type of pension benefit under the Plan. Any Participant or Beneficiary who applies for benefits shall be deemed to have waived all his rights to any other pension benefits under the Plan as of the time his application is received by the Trustees at the office of the Plan, provided the application is thereafter approved by the Trustees in the usual manner. Notwithstanding the foregoing, entitlement to a Supplemental Pension Benefit pursuant to Section 4.9 that is in addition to any other pension benefit under the Plan shall not be deemed to violate the nonduplication of benefits provisions in this Section 8.3.

8.4 Information Requirement

Each Participant or Pensioner shall file such information as the Trustees shall require in order to establish his eligibility for a pension before he shall be entitled to a pension under the Plan, and such information as the Trustees shall require in order to establish his continued eligibility for such pension. If the claimant makes a false statement material to his application or furnishes fraudulent information or proof material to his claim, benefits not vested under the Plan may be denied, suspended or discontinued. The Trustees shall have the right to recover any benefit payments made in reliance on any willfully false or fraudulent statement, information or proof submitted by a Participant or Pensioner.

8.5 Location of Participant or Beneficiary Unknown

- (a) If the Trustees cannot make payment of any amount to, or on behalf of, a Participant or Beneficiary within five years after such amount becomes payable because such Participant or Beneficiary cannot be located, the Trustees, at the end of such five-year period, shall direct that all unpaid amounts which would have been payable to or on behalf of such Participant or Beneficiary shall be treated as a forfeiture, provided that the Trustees conduct a diligent search, as the Trustees determine to be prudent, to attempt to locate the missing Participant or Beneficiary prior to such forfeiture. For purposes of this Section, a Participant or Beneficiary shall be deemed to be not locatable if the Trustees notify the Participant or Beneficiary by registered or certified mail at his last known address on file with the Trustees that he is entitled to a distribution from the Plan and such Participant or Beneficiary fails to claim his benefits within one year of the mailing of such notification.

- (b) If any amounts are treated as forfeitures under subsection (a) and the Participant or Beneficiary subsequently claims such amount, the Trustees shall distribute such benefit to the Participant or Beneficiary.

8.6 Incompetence or Incapacity of a Pensioner or Beneficiary

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

8.7 Nonalienation of Benefits

- (a) Except as provided below, no benefit under the Plan shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or charge, and any attempt so to anticipate, alienate, sell, transfer, assign, pledge, encumber or charge the same shall be void, nor shall any such benefit be in any manner liable for or subject to the debts, contracts, liabilities, engagement or torts of the person entitled to such benefit.

For purposes of the preceding sentence, there shall not be taken into account any voluntary and revocable assignment, not to exceed 10% of any benefit payment made by any recipient of benefits under the Plan unless the assignment is made for purposes of defraying Plan administration costs.

- (b) This provision shall not apply to a "qualified domestic relations order" defined in Code section 414(p), and those other domestic relations orders permitted to be so treated by the Trustees under the Code. The determination of the qualified status of domestic relations orders and the administration of distributions under such qualified orders shall be in accordance with written procedures adopted by the Trustees. Further, to the extent provided under a "qualified domestic relations order," a former Spouse of a Participant shall be treated as the Spouse or surviving Spouse for all purposes under the Plan subject to appropriate provision for the cost thereof as in the next paragraph.

To ensure that compliance with a "qualified domestic relations order" does not increase the actuarial cost to the Plan, an adjustment in the amount and/or form of the payment to the Participant or alternate payee shall be made by the Trustees where the order would otherwise result in such an increase in actuarial cost. The extent of such an adjustment shall be determined by the actuarial basis detailed in Sections 1.1(a) and (b).

- (c) This provision shall not apply to any liabilities of a Participant to the Plan pursuant to a judgment or settlement described in Code section 401(a)(13)(C) due to (1) the Participant being convicted of committing a crime involving the Plan, (2) a civil judgment (or consent order or decree) being entered by a court in an action brought in connection with a violation of ERISA's fiduciary duty rules, or (3) a settlement agreement between the

Secretary of Labor and the Participant in connection with a violation of ERISA's fiduciary rules. The court order establishing such liability must require that the Participant's benefit be applied to satisfy the liability.

8.8 Eligible Rollover Distributions

- (a) Notwithstanding any provision of the Plan to the contrary that would otherwise limit a distributee's election under this Section, a distributee may elect, at the time and in the manner prescribed by the Trustees, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover.

(b) Definitions

- (1) **Eligible rollover distribution:** An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include:
- (A) 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;
 - (B) any distribution to the extent such distribution is required under Code section 401(a)(9); or
 - (C) 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) unless the distribution is transferred to an individual retirement account or an individual retirement annuity described in Code sections 408(a) and 408(b), respectively, or a qualified defined contribution plan that will separately account for the portion of the distribution that is included in gross income. Notwithstanding the foregoing, effective on or after January 1, 2007, a portion of a distribution shall not fail to be an eligible rollover distribution merely because the portion consists of after-tax employee contributions that are not includible in gross income. However, such portion may be transferred only to (i) an individual retirement account or annuity described in Code section 408(a) or (b), (ii) a qualified plan described in Code section 401(a) in a direct trustee-to-trustee transfer, or (iii) an annuity contract described in Code section 403(b) in a direct trustee-to-trustee transfer, provided that, in the case of (ii) or (iii), the plan or contract separately accounts for amounts so transferred, including separately accounting for the portion of such distribution that is includible in gross income and the portion of such distribution that is not includible in gross income; or

- (D) other items designated not to be eligible rollover distributions by regulation, revenue ruling, notice, or other guidance issued by the Department of Treasury.
- (2) **Eligible retirement plan:** An eligible retirement plan is (A) an individual retirement account described in Code section 408(a), (B) an individual retirement annuity described in Code section 408(b), (C) an annuity plan described in Code section 403(a), (D) a qualified trust described in Code section 401(a), (E) an eligible deferred compensation plan described in Code section 457(b) that is maintained by an eligible employer as described in Code section 457(e)(1)(A) that shall separately account for the eligible rollover distribution, (F) an annuity contract described in Code section 403(b), provided such plan or annuity accepts the distributee's eligible rollover distribution, or (G) effective January 1, 2008, a Roth IRA described in Code section 408A(b) (subject to the rules and provisions set forth in Code section 408A(e) and any regulations thereunder). The definition of eligible retirement plan shall also apply in the case of a distribution to a surviving Spouse, or to a Spouse or former Spouse who is the alternate payee under a qualified domestic relations order, as defined in Code section 414(p). For a non-Spouse Beneficiary, an eligible retirement plan shall include only an individual retirement plan or annuity described in (A), (B), or (G) above that is treated as an inherited IRA of the Beneficiary.
- (3) **Distributee:** A distributee includes an employee or former Employee. In addition, the Employee's or former Employee's surviving Spouse or non-Spouse Beneficiary within the meaning of Code section 402(c)(11), 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 Code section 414(p), are distributees with regard to the interest of the Spouse or former Spouse.
- (4) **Direct rollover:** A direct rollover is a payment by the Plan to the eligible retirement plan specified by the distributee.

ARTICLE 9 – ADMINISTRATION OF THE PLAN

9.1 Plan Administrator

The general administration of the Plan and the responsibility for carrying out the provisions hereof is placed in the Trustees, the members of which may be Participants or Contributing Employers, and which shall be constituted in accordance with the terms of the Agreement and Declaration of Trust.

9.2 Actuarial Matters

The Trustees shall appoint enrolled actuaries from time to time to serve at the Trustees' pleasure and to perform annual actuarial valuations of the Plan.

9.3 Interpretation of the Plan

The Trustees shall have the exclusive right and discretionary authority to construe and interpret the Plan, the summary plan description and all other Plan documents, and to decide any matters arising thereunder in connection with the administration of the Plan, in their sole and absolute discretion, their interpretation thereof in good faith to be final and conclusive on all persons claiming benefits under the Plan. The Trustees may from time to time establish rules for the administration of the Plan and the transaction of its business. They shall endeavor to act by general rules or specific interpretations or decisions so as not to discriminate in favor of any person. The provisions of the Plan shall be construed, regulated and administered under the laws of the State of New York except as otherwise provided by ERISA.

9.4 Action of Trustees

Benefits under the Plan will be paid only if the Trustees decide in their discretion that the applicant is entitled to them. The Trustees shall, subject to the requirements of the law, be the sole judges of the standard of proof required in any case and the application and interpretation of the Plan, and decisions of the Trustees shall be final and binding on all parties. The Trustees may at any time, by resolution duly adopted, appoint a committee for the hearing and consideration of any matters specified by the Trustees, and the decision of such committee shall be binding on all parties subject only to disapproval or modification by the Trustees.

9.5 Claims Procedure

Each Pensioner, Participant, or Beneficiary who wishes to file a claim for benefits with the Trustees shall do so in writing. If the claim for benefits is wholly or partially denied, the Trustees shall give the claimant notice of the decision in writing within 90 days after receipt of the claim for benefits, unless special circumstances require an extension of time, in which case the decision will be made within 180 days. The notice shall set forth:

- (a) the specific reason or reasons for the denial;
- (b) the specific reference to pertinent Plan provisions on which the Trustees based their decision;

- (c) a description of any additional material or information necessary to perfect the claim and an explanation of why such material or information is necessary; and
- (d) an explanation of the Plan's claim review procedure.

A claimant, or his authorized representative, may appeal the denial of the claim for benefits within 60 days from receipt of the notice of denial by filing a notice of appeal in writing with the Trustees.

The decision of the Trustees will be made no later than the meeting that immediately follows the Plan's receipt of the notice of appeal, unless the notice of appeal is filed within 30 days preceding the date of the meeting, in which case the decision of the Trustees will be made at the second meeting following the Plan's receipt of the notice of appeal. If special circumstances require an extension of time and the Trustees provide written notice to the claimant of the special circumstances, the decision of the Trustees will be made no later than the third meeting following the Plan's receipt of the notice of appeal. The Trustees will provide the claimant with written notice of the benefit determination no later than five days after the determination is made. Such written notice shall set forth the specific reasons and specific Plan provisions on which the Trustees based their decision.

All notices by the Trustees denying a claim for benefits, and all decisions on requests for a review of the denial of a claim for benefits, shall be written in a manner calculated to be understood by the claimant.

No action at law or in equity to recover any benefits payable under the Plan shall be commenced later than twelve (12) months from the date of the Trustees' final decision on review. If a claimant wishes to file suit, the claimant must bring that litigation in the United States District Court for the Eastern District of New York.

9.6 Employer Contributions

Each Contributing Employer shall contribute to the Plan such amounts as may be provided for in its Collective Bargaining Agreement or participation agreement and shall forward such employer contributions to the Trustees at such time as the Trustees may prescribe, together with such information as the Trustees may require. The Road Carriers - Local 707 Pension Fund, the Road Carriers Local 707 Welfare Fund, and the Union shall contribute to the Plan such amounts as requested by the Trustees at the time dictated by the Trustees. Any contribution which a Contributing Employer is required to make to the Plan shall be treated as a "plan asset," within the meaning of 29 C.F.R. § 2510.3-101 as of the due date of such contribution.

9.7 Nondiversion of Plan Assets

All the funds of the Plan shall be held by the Trustees in trust for use in providing the benefits under the Plan and paying its expenses, provided that no part of the corpus or income of the Trust shall be used for or diverted to purposes other than for the administration of the Plan and the exclusive benefit of Pensioners, Participants and Beneficiaries under the Plan, and provided that no person shall have any interest in, or right to, any part of the earnings of any trust

pertaining to the Plan, or any rights in, to, or under such trust or any part of the assets thereof, except as and to the extent expressly provided in the Plan.

9.8 Appointment of Advisors

The Trustees may appoint one or more asset managers or custodians for the purpose of investing and reinvesting such funds as the Trustees may from time to time turn over for investment. The determination of the amount or amounts to be so turned over to an asset manager or custodian, if any, and the conditions under which such funds shall be turned over shall rest in the sole discretion of the Trustees. Any directions to the asset manager or custodian shall be in accordance with the Agreement and Declaration of Trust.

9.9 Recovery of Overpayments

The Trustees shall have the right to recover any benefit payments made in reliance on any false or fraudulent statement, information, or proof submitted, as well as any benefit payments made in error. Recovery of overpayments that should have been suspended shall be limited as set forth in Section 8.2(e).

9.10 Exhaustion of Claims and Appeals Procedures

A claim or action (a) to recover benefits allegedly due under the Plan or by reason of any law, (b) to enforce rights under the Plan, (c) to clarify rights to future benefits under the Plan, or (d) that relates to the Plan and seeks a remedy, ruling or judgment of any kind against the Plan or a Plan fiduciary or party in interest (collectively, a "Judicial Claim"), may not be commenced in any court or forum until after the claimant has exhausted the Plan's claims and appeals procedures (an "Administrative Claim"). A claimant must raise every argument and/or produce all evidence the claimant believes supports the claim or action in the Administrative Claim and shall be deemed to have waived any argument and/or the right to produce any evidence not submitted to the Board of Trustees as part of the Administrative Claim. Any Judicial Claim must be commenced in the appropriate court or forum no later than twelve (12) months from the earliest of (1) the date the first benefit payment was made or allegedly due; (2) the date the Board of Trustees or its delegate first denied the claimant's request; or (3) the first date the claimant knew or should have known the principal facts on which such claim or action is based; provided, however, that, if the claimant commences an Administrative Claim before the expiration of such twelve- (12-) month period, the period for commencing a Judicial Claim shall expire on the later of the end of the twelve- (12-) month period and the date that is three (3) months after the final denial of the claimant's Administrative Claim, at which point the claimant shall have exhausted the Plan's claims and appeals procedures. Any claim or action that is commenced, filed or raised, whether a Judicial Claim or an Administrative Claim, after expiration of such twelve- (12-) month limitations period (or, if applicable, expiration of the three- (3-) month limitations period following exhaustion of the Plan's claims and appeals procedures shall be time-barred. Filing or commencing a Judicial Claim before the claimant exhausts the Administrative Claim requirements shall not toll the twelve- (12-) month limitations period (or, if applicable, the three (3) month limitations period).

9.11 Rehabilitation Plan

In compliance with the Pension Protection Act of 2006, the Board of Trustees adopted a rehabilitation plan (which is Appendix B of the Plan) on December 16, 2008, effective January 1, 2009. Benefits, and rights to benefits, described in the Plan may be reduced, eliminated and otherwise adjusted at any time to the extent provided in Appendix B of the Plan, as initially adopted and as may be amended at any time, and any such reduction, elimination and other adjustment will be retroactively and prospectively applicable and effective to the extent provided in Appendix B.

ARTICLE 10 – AMENDMENT, MERGER AND TERMINATION

10.1 Right to Amend

The Trustees may modify or amend the provisions of the Plan at a regular or special meeting. The provisions of the Plan may be modified or amended, retroactively if necessary, to bring the Plan into conformity with statutory or regulatory requirements to preserve the qualified status of the Plan under Code section 401 and the exempt status of the trust under Code section 501. In no event, however, shall any modification or amendment of the provisions of the Plan make it possible for any part of the funds of the Plan to be used for, or diverted to, purposes other than for the exclusive benefit of Pensioners, Participants and Beneficiaries, or have the effect of decreasing a Participant's accrued benefit in violation of Code section 411(d)(6).

10.2 Mergers and Consolidation

No merger or consolidation with, or transfer of assets or liabilities to, any other plan shall be made unless, if the Plan terminated immediately after such merger, consolidation or transfer, each Participant in the Plan would receive a benefit equal to or greater than the benefit he would have been entitled to receive if the Plan terminated immediately before the merger, consolidation or transfer. This Section shall apply only to the extent determined by the Pension Benefit Guaranty Corporation.

10.3 Termination of the Plan

The Trustees shall have the right to discontinue or terminate the Plan in whole or in part. In the event of the termination of the Plan, the provisions of ERISA section 4041A shall apply. In the event of a termination of this Plan, the rights of all affected Participants to benefits then accrued, to the extent funded, shall thereupon become 100% vested and nonforfeitable.

ARTICLE 11 – MISCELLANEOUS

11.1 Limitations of Liability

The Plan has been established on the basis of an actuarial calculation which has established, to the extent possible, that the contributions will, if continued, be sufficient to maintain the Plan on a permanent basis, fulfilling the funding requirements of ERISA. Except for liabilities which may result from provisions of ERISA, nothing in the Plan shall be construed to impose any obligation to contribute beyond the obligation of the Contributing Employer to make contributions as stipulated in its Collective Bargaining Agreement with the Union or any other agreement approved by the Plan.

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

11.2 New Employers

- (a) If a Contributing Employer is sold or merged or otherwise undergoes a change of company identity, the successor company shall participate as to the Employees theretofore covered in the Plan just as if it were the original company, provided it remains a Contributing Employer as defined in Section 1.7.
- (b) No new Contributing Employer may be admitted to participation in the Plan except upon approval by the Trustees. The participation of any such new Contributing Employer shall be subject to such terms and conditions as the Trustees may lawfully prescribe, including, but not limited to, the imposition of waiting periods in connection with the commencement of benefits, a requirement for retroactive contributions, or the application of modified benefit conditions and amounts. In adopting applicable terms or conditions, the Trustees shall take into account such requirements as they, in their sole discretion, may deem necessary to preserve the actuarial soundness of the Plan and to preserve an equitable relationship with the contributions required from other Contributing Employers and the benefits provided to their Employees.

The maximum number of years for which an Employee of a new Contributing Employer may be granted for past service credit shall not exceed 15. No Employee of a new Contributing Employer shall be eligible for any benefits under the Plan attributable to such Contributing Employer until the Contributing Employer has made contributions on the Employee's behalf three or more years during which the Employee has earned Pension Credit. Effective January 1, 2001, no Employee of a new Contributing Employer shall receive past service credit until such Contributing Employer has made contributions on the Employee's behalf for five or more years during which the Employee has earned Pension Credit.

- (c) The "Free Look" rule of ERISA section 4210 shall apply to employers that were first obligated to contribute to the Plan on or after January 1, 2001, and that meet the requirements of that section, provided that (1) the "Free Look" rule shall not apply in the case of a "mass withdrawal" within the meaning of ERISA section 4219(c)(1)(D); (2) the

“Free Look” rule shall apply only to an employer that had an obligation to contribute to the Plan for no more than four consecutive Plan Years preceding the date on which the employer withdraws; (3) the employer was required to make contributions to the Plan for each such Plan Year in an amount equal to less than 2% of the sum of all employer contributions made to the Plan for each such year; (4) the employer has never before avoided withdrawal liability under the Plan because of the application of the “Free Look” rule; and (5) the ratio of the assets of the Plan for the Plan Year preceding the first Plan Year for which the employer was required to contribute to the Plan to the benefit payments made during that Plan Year was at least eight to one. The Trustees shall administer this Section 11.2 in accordance with the requirements of ERISA section 4210 and any applicable regulations.

11.3 Termination of Employer

- (a) The provisions of this Section establish the respective obligations of the Plan and of the employer in the event that an employer ceases to participate in the Plan as a Contributing Employer with respect to the bargaining unit.
- (b) A Contributing Employer ceases to participate in the Plan with respect to a bargaining unit if it is determined by the Trustees to be terminated because it no longer has a Collective Bargaining Agreement for the bargaining unit requiring contributions to the Plan or because it fails to make the contributions for which it is obligated for the unit for a period of 90 days.
- (c) Any Contributing Employer that withdraws from the Plan after September 25, 1980, in either a complete or partial withdrawal, shall owe and pay withdrawal liability to the Plan as determined under ERISA and the procedures adopted by the Trustees.
- (d) The Trustees may amend this section if, and to the extent, necessary to retain the status of the Plan as a “multiemployer” pension plan under ERISA.

11.4 Funding

The Trustees shall be free from time to time to determine or vary the manner and means of making provision for paying the pensions set forth herein, including the establishment of reserves and/or the purchase of annuities with respect to the whole or any part of the Plan, in the manner and to the extent that the Trustees may determine.

11.5 Severability

If any provision of this instrument shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of the Plan shall continue to be fully effective.

11.6 Nonreversion

It is expressly understood that in no event shall any of the corpus or assets of the Plan revert to the Contributing Employers or be subject to any claims of any kind or nature by the Contributing

Employers, except for the return of an erroneous contribution within the time limits prescribed by law.

11.7 Gender and Number

Wherever appropriate to the meaning or interpretation of the Plan, the masculine gender shall include the feminine, and the singular number shall include the plural and vice versa.

11.8 Captions or Headings

Captions or headings are inserted and intended for organizational format and convenience of reference only; they are not to be given independent substantive meaning or effect.

ARTICLE 12 – RECIPROCAL PENSION PROVISION OF THE NATIONAL RECIPROCAL AGREEMENT

12.1 Purpose

Reciprocal Pension Benefits as defined in this Article 12 are provided under the Plan in accordance with the National Reciprocal Agreement for Participants who lack sufficient Service Credit to be eligible for a pension benefit provided under the other provisions of the Plan because their years of employment are divided between the Plan and one or more other plans, and Participants who are eligible for a pension under the Plan in a lesser amount than would be available if their years of employment were not so divided.

12.2 Related Plans

In accordance with the National Reciprocal Agreement, the Trustees of the Plan recognize each multiemployer, Taft-Hartley and defined benefit pension plan, and on a case-by-case basis may make exception for other pension plans, covering participants employed under one or more Teamsters collective bargaining agreements or covering employees of locals affiliated with the International Brotherhood of Teamsters ("IBT") which has executed or hereafter executes the National Reciprocal Agreement, to which the Plan is a party, as a "Related Plan" for purposes of this Article 12.

12.3 Reciprocal Pension Benefits

A Participant eligible under Section 12.7 who retires while the Plan is a signatory to the National Reciprocal Agreement for Teamster Pension Funds may elect to receive a Reciprocal Pension Benefit, as provided below, with respect to a Normal Retirement Pension, an Early Retirement Pension, a Twenty-Five Year Service Pension, or a Disability Pension, if the Participant would have been eligible for such pension benefit if all his Combined Service Credit were Service Credit under the Plan. Notwithstanding the foregoing, a Reciprocal Pension Benefit attributable to more than 30 Combined Service Credits will be provided for an eligible Participant only if the Related Plan provides a pension benefit attributable to Service Credit in excess of 30 years.

12.4 Service Credit Under the Plan

For purposes of this Article 12, "Service Credit" under the Plan shall mean years of employment or fractions thereof under the Plan for which the Plan gives benefit accrual or vesting credit under its provisions other than this Article. Such Service Credit shall include contributory and noncontributory service to the extent that such service is credited and for the purposes that such contributory or noncontributory service is recognized under the Plan.

12.5 Related Service Credit

Service Credit, credited to a Participant under a Related Plan from which the Participant is entitled to Reciprocal Pension Benefits, for employment only under that Related Plan, certified by the Related Plan to the Plan, shall be recognized under the Plan as "Related Service Credit." No Related Service Credit shall be recognized with respect to employment under the Related Plan that is simultaneously credited under the provisions of the Plan. Notwithstanding the

foregoing, Related Service Credit shall not be recognized with respect to any Participant whose employer withdraws from the Plan (other than through a plant shutdown or business failure) while the Participant is actively employed; provided, however, that the Related Service Credit shall be recognized if the Participant becomes employed by a Contributing Employer within 12 months of the withdrawn employer's withdrawal.

12.6 Combined Service Credit

The total of a Participant's Service Credit under the 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.

12.7 Eligibility

- (a) A Participant shall be eligible for "Reciprocal Pension Benefits" under the Plan only if the Participant satisfies all of the following minimum requirements:
- (1) the Participant has two quarters of Service Credit under the Plan based on actual employment during the Contribution Period;
 - (2) the Participant has a minimum of 15 units of Combined Service Credit;
 - (3) the Participant is eligible for Reciprocal Pension Benefits from one or more Related Plans; and
 - (4) the Participant elects the Reciprocal Pension Benefit under the Plan and one or more Related Plans in lieu of any other pension benefit payable under such plans.
- (b) The foregoing is not to be construed to require the Plan or any Related Plan to grant Reciprocal Pension Benefits to a Participant who does not satisfy the minimum requirements of the Plan and the Related Plan or plans. Nor is the Plan required to recognize noncontributory service credit under a Related Plan as contributory service for any purposes under the Plan to the extent that the Plan specifically requires contributory service.

12.8 Break-in-Service

If a Participant becomes eligible for a Reciprocal Pension Benefit, the period during which a Participant earns Related Service Credit shall not be counted as a One-Year Break-in-Service under the rules of the Plan.

12.9 Reciprocal Pension Benefit Amount

The pension benefit amount to which the Participant would be entitled to under the Plan shall be determined as if the Participant's Combined Service Credit had all been Service Credit under the Plan.

- (a) Subject to Section 12.9(b) and Section 12.9(c) below, the amount of the Reciprocal Pension Benefit payable under the Plan shall be determined as follows:
- (1) determine pension eligibility based on all Combined Service Credit, then
 - (2) calculate the amount of the pension attributable to Service Credit earned after December 31, 2004 to which the Participant is entitled under the Plan, then
 - (3) calculate the amount of the pension attributable to service earned through December 31, 2004 to which the Participant would be entitled under the Plan if all the Participant's Combined Service Credit prior to December 31, 2004 were Service Credit under the Plan, then
 - (4) add the Service Credit (including periods of Service Credit that are also periods of Related Service Credit earned in a Related Plan) the Participant earned in the Plan prior to December 31, 2004 to the Related Service Credit the Participant earned prior to December 31, 2004 under all Related Plans required to pay a Reciprocal Pension Benefit to the Participant, then
 - (5) divide the amount of Service Credit actually earned under the Plan (including periods of Service Credit that overlap Service Credit the Participant earned in a Related Plan) prior to December 31, 2004 by the amount determined in subparagraph (4), then
 - (6) multiply the fraction so determined in paragraph (5) by the pension amount determined in paragraph (3), then
 - (7) add the result determined in paragraph (6) to the result determined in paragraph (2) and the result shall be the Reciprocal Pension Benefit payable by the Plan.
- (b) If the Participant last earned an Hour of Service in Covered Employment under the Plan on or after January 1, 1987, the Participant's benefit amount for Service Credit under the Plan will be based on the benefit level in effect when he last earned Service Credit under the Plan, subject to subsection (c) below. If the Participant last earned an Hour of Service under the Plan prior to January 1, 1987, the Participant's benefit amount will be based on the benefit level in effect on the earlier of January 1, 1986 or the date the Participant last earned Combined Service Credit, subject to subsection (c) below.
- (c) If the Participant is reemployed after having a One-Year-Break-in-Service (based only on the Participant's Service Credit under the Plan), the Participant's benefit amount for the period immediately prior to such One-Year Break-in-Service will be based on the benefit level in effect at the time the Participant last earned an Hour of Service prior to such One-Year Break-in-Service but not later than December 31, 2004. However, if the Participant subsequently earns three consecutive Service Credits under the Plan, the Participant's benefit amount will be based on the benefit level in effect when the Participant last earned an Hour of Service in Covered Employment under the Plan but not later than December 31, 2004. If the Participant is reemployed after having a One-Year Break-in-Service (based only on the Participant's Service Credit under the Plan), but fails to

subsequently earn three consecutive years of Service Credit under the Plan, a separate calculation will be needed for each period of Pension Credit under the Plan.

12.10 Form of Benefit Payment

A Participant entitled to a Reciprocal Pension Benefit in accordance with this Article 12 shall be entitled to elect any form of benefit payment provided under the Plan with respect to non-Reciprocal Pension Benefits, at the same time and in the same manner as all other Participants.

12.11 Pre-Retirement Surviving Spouse Pension

The surviving Spouse of a deceased Participant shall be eligible for the Pre-Retirement Surviving Spouse Pension provided under the Plan if the Participant would otherwise have been eligible for a Reciprocal Pension Benefit and the surviving Spouse would have been eligible for the benefit if the Participant's Combined Service Credit had all been Service Credit under the Plan.

12.12 Other Benefits

A Participant eligible under Section 12.7 above shall be eligible for any other benefit provided under the Plan (not covered under Section 12.3 above, other than a Minimum Statutory Pension), including but not limited to death benefits other than the statutorily required Pre-Retirement Surviving Spouse Pension described in Section 12.11.

12.13 Payment of Reciprocal Pension Benefits

Payment of Reciprocal Pension Benefits under this Article 12 shall be subject to all other limitations of the 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 the Plan.

12.14 Effective Date

- (a) This Article shall be effective on September 1, 1997.
- (b) Participants who, on the effective date of this Article 12, were eligible for and had applied for or were receiving Reciprocal Pension Benefits under the predecessor National Reciprocal Agreement shall not by reason of the adoption of this Article governing Reciprocal Pension Benefits, forfeit or suffer any reduction of their Reciprocal Pension Benefits. The benefits provided pursuant to this Article shall apply to all remaining Participants in the Plan or any Related Plan paying Reciprocal Benefits in the 12 consecutive months preceding the effective date. In addition, in the event the Fund terminates its participation in the National Reciprocal Agreement, the benefits provided pursuant to this Article will no longer be available other than with respect to Participants who on the effective date of the termination have applied for Reciprocal Pension Benefits or are in pay status.

ARTICLE 13 – PRO RATA PENSION BENEFITS UNDER LOCAL RECIPROCAL AGREEMENTS

13.1 Purpose

Pro Rata Pension Benefits as defined in Article 13 are provided under the Plan in accordance with the Local Reciprocal Agreement between the Plan and another pension fund listed on Appendix A attached hereto, which is not signatory to the National Reciprocal Agreement described in Section 12.1 of the Plan (the “Non-Signatory Fund”), for Participants who lack sufficient Service Credit to be eligible for a pension benefit provided under the other provisions of the Plan because their years of employment are divided between the Plan and one or more other plans, and Participants who are eligible for a pension under the Plan in a lesser amount than would be available if their years of employment were not so divided.

13.2 Related Plans

In accordance with each Local Reciprocal Agreement, the Trustees of the Plan recognize the non-signatory fund listed on Appendix A attached hereto that provide retirement and pension benefits for employees represented for the purpose of collective bargaining by one or more local unions affiliated with the IBT and for employees of such local unions as a “Related Plan.”

13.3 Pro Rata Pension Benefits

An Participant eligible under Section 13.7 who retires while the Fund is a signatory to a Local Reciprocal Agreement described in Section 13.1 may elect to receive a Pro Rata Pension Benefit, as provided below, with respect to a Normal Retirement Pension or Service Pension, an Early Retirement Pension, or a Disability Pension, if the Participant would have been eligible for such pension benefit if all his Combined Service Credit were Service Credit under the Plan. Notwithstanding the foregoing, a Pro Rata Pension Benefit attributable to more than 30 Combined Service Credits will be provided for an eligible Participant only if the Related Plan provides a pension benefit attributable to Service Credit in excess of 30 years.

13.4 Service Credit Under the Plan

For purposes of this Article 13, “Service Credit” under the Plan shall mean years of employment or fractions thereof under the Plan for which the Plan gives benefit accrual or vesting credit under its provisions other than this Article. Such Service Credit shall include contributory and noncontributory service to the extent that such service is credited and for the purposes that such contributory or noncontributory service is recognized under the Plan.

13.5 Related Service Credit

For purposes of this Article 13, Service Credit that is credited to a Participant under a Related Plan, for employment only under that Related Plan, certified by the Related Plan to the Plan, shall be recognized under the Plan as “Related Service Credit.” No Related Service Credit shall be recognized with respect to employment under the Related Plan that is simultaneously credited under the provisions of the Plan, or for any period of employment for which contributions have

been transferred to another plan. In no event shall a Participant's Related Service Credit exceed the amount of Related Service Credit certified by the Related Plan to the Plan.

13.6 Combined Service Credit

The total of a Participant's Service Credit under the 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.

13.7 Eligibility

- (a) A Participant shall be eligible for a Pro Rata Pension Benefit under the Plan if the Participant satisfies all of the following requirements:
- (1) the Participant would be eligible for a Normal Retirement Pension, an Early Retirement Pension, a Twenty-Five Year Service Pension, or a Disability Pension under the Plan were his Combined Service Credit treated as Service Credit under the Plan;
 - (2) the Participant has credit for at least two quarters of Service Credit under the Plan;
 - (3) the Participant has a minimum of 15 units of Combined Service Credit; and
 - (4) the Participant elects the Pro Rata Pension Benefit under the Plan and the Related Plan in lieu of any other pension benefit payable under such plans.
- (b) The foregoing is not to be construed to require the Plan or any Related Plan to grant a Pro Rata Pension Benefit to a Participant who does not satisfy the minimum requirements of the Plan and the Related Plan. Nor is the Plan required to recognize noncontributory service credit under a Related Plan as contributory service for any purposes under the Plan to the extent that the Plan specifically requires contributory service.

13.8 Break-in-Service

If a Participant becomes eligible for a Pro Rata Pension Benefit, the period during which a Participant earns Related Service Credit shall not be counted as a One-Year Break-in-Service under the rules of the Plan. The rule with respect to Permanent Breaks-in-Service as set forth in Section 5.2 shall be applied to determine whether prior Combined Service Credit shall be canceled.

13.9 Pro Rata Benefit Amount

- (a) Subject to Section 13.9(b) and Section 13.9(c), the amount of the Pro Rata Pension Benefit shall be determined as follows:
- (1) determine pension eligibility based on all Combined Service Credit, then

- (2) calculate the amount of the pension attributable to Service Credit earned after December 31, 2004 to which the Participant is entitled under the Plan, then
 - (3) calculate the amount of the pension attributable to service earned through December 31, 2004 to which the Participant would be entitled under the Plan if his Combined Service Credit prior to December 31, 2004 were Service Credit under the Plan, then
 - (4) the amount calculated under paragraph (3) above shall be:
 - (A) multiplied by an amount equal to the sum of the Service Credit (including periods of Service Credit that overlap Service Credit the Participant earned in a Related Plan) under the Plan earned by the Participant prior to December 31, 2004, and
 - (B) divided by an amount equal to the sum of (i) the total Related Service Credit earned by the Participant prior to December 31, 2004, and (ii) the Service Credit (including periods of Service Credit that are also periods of Related Service Credit earned in a Related Plan) the Participant earned in the Plan prior to December 31, 2004, then
 - (5) add the result determined in paragraph (4) to the result determined in subparagraph (2), then
 - (6) round off the resulting benefit amount to the next higher multiple of \$.50.
- (b) For purposes of this Section 13.9, any time prior to the most recent period establishing 30 years of Combined Service Credit shall be disregarded except for the calculation of additional benefits granted for Combined Service Credits in excess of 30 years whereunder the Related Plan(s) provide(s) similar provisions.
 - (c) Any increase in benefits by the Plan after January 1, 1987 shall not be included in the amount of such pension for a Participant who last earned an Hour of Service in Covered Employment under the Plan prior to January 1, 1987 and is retiring from a Related Plan. If such a Participant subsequently earns three consecutive years of Service Credit under the Plan, the benefit amount for all his Service Credit under the Plan shall be based on the benefit level in effect when he last earned an Hour of Service in Covered Employment under the Plan. A Participant who last earned an Hour of Service in Covered Employment under the Plan on or after January 1, 1987 and before December 31, 2004 shall have the Service Credit under the Plan based on the benefit level in effect when he last earned Service Credit under the Plan.

13.10 Form of Benefit Payment

A Participant entitled to a Pro Rata Pension Benefit in accordance with this Article 13 shall be entitled to elect any form of benefit payment provided under the Plan (not covered under Section 13.3, other than a Minimum Statutory Pension), with respect to non-Pro Rata Pensions, at the same time and in the same manner as all other Participants.

13.11 Pre-Retirement Surviving Spouse Pension

The surviving Spouse of a deceased Participant shall be eligible for the Pre-Retirement Surviving Spouse Pension provided under the Plan if the Participant would otherwise have been eligible for a Pro Rata Pension Benefit and the Spouse would have been eligible for the benefit if the Participant's Combined Service Credit had all been Service Credit under the Plan.

13.12 Other Benefits

If expressly provided in the Local Reciprocal Agreement, an eligible Participant, as defined in Section 13.7, may be eligible for any other benefit provided by the Plan (not covered under Section 13.3), including, but not limited to, death benefits other than the statutorily required Pre-Retirement Surviving Spouse Pension described in Section 13.11.

13.13 Payment of Pro Rata Pension

Payment of Pro Rata Pensions under this Article 13 shall be subject to all other limitations of the 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 the Plan. In order to permit a Pensioner who is eligible for a Pro Rata Pension to receive his aggregate benefits in one monthly pension check, the Trustees may authorize the trustees or administrator of a Related Plan or a bank, trust company, or insurance company to make payment of a Pro Rata Pension as agent for the Trustees of the Plan. The Trustees of the Plan are authorized to act similarly as agent for the trustees, corporate trustee, or administrator of a Related Plan in making payment of a Pro Rata Pension for which the Related Plan is obligated to the Pensioner under the Plan.

13.14 Termination of Local Reciprocal Agreement

In the event the Fund terminates its participation in the Local Reciprocal Agreement, the benefits provided pursuant to this Article will no longer be available other than with respect to Participants who on the effective date of the termination have applied for Pro Rata Pensions or are in pay status.

APPENDIX A – RESERVED

APPENDIX B – REHABILITATION PLAN

ARTICLE 1 Preamble and Definitions

This Appendix B is added to the Plan effective on and after January 1, 2009 to comply with the requirements of the Pension Protection Act of 2006 (“PPA”). The Road Carriers Local 707 Pension Fund (the “Fund”) was certified on December 16, 2008 by its actuary to be in “critical status” (sometimes referred to as the “red zone”) under the PPA. The Fund’s Board of Trustees, as the plan sponsor of a “critical status” pension plan is charged under the PPA with developing a “rehabilitation plan” designed to improve the financial condition of the Fund in accordance with the standards set forth in the PPA. That is the purpose of this Rehabilitation Plan.

Under the PPA, a rehabilitation plan must include one or more schedules showing revised benefit structures, revised contributions, or both, which, if adopted by the parties obligated under agreements participating in the pension plan, may reasonably be expected to enable the Fund to emerge from critical status in accordance with the rehabilitation plan. The PPA also provides that one of the rehabilitation plan schedules of benefits and contributions shall be designated in the “default” schedule. The default schedule must assume that there are no increases in contributions under the plan other than the increases necessary to emerge from critical status after future benefit accruals and other benefits have been reduced to the maximum extent permitted by law. The PPA also creates certain categories of “adjustable benefits” which may be reduced or eliminated dependent upon the outcome of bargaining over the rehabilitation plan schedules and dependent on the exercise of certain flexibility and discretion conferred upon the Board of Trustees by the PPA. Adjustable benefits that may be affected in this manner include post-retirement death benefits, early retirement benefits or retirement-type subsidies, and generally any benefit that would be payable prior to normal retirement age.

Unless otherwise indicated, all capitalized terms shall have the definitions and meanings assigned to them in the Plan.

ARTICLE 2 – Schedules of Contributions and Benefits

With the PPA requirements outlined above in mind, the Board of Trustees hereby provides the following PPA Schedules to the Parties Charged with bargaining over agreements requiring contributions to the Fund.

2.1 Non-Default Schedule

(a) Applicability.

The Non-Default Schedule will apply to Participants whose Contributing Employers agree to comply with this Non-Default Schedule effective as of January 1, 2009.

Notwithstanding the foregoing, the Non-Default Schedule shall not apply to a Participant who submitted a pension application in December 2008 and whose Effective Date of Pension is January 1, 2009.

(b) Contributions

Compliance with the Non-Default Schedule requires the Contributing Employer's contribution rate to increase, effective August 1, 2008, and increasing August 1st annually, as follows:

<u>Year</u>	<u>Increase</u>
August 1, 2008	10.614%
August 1, 2009	9.596%
August 1, 2010	8.755%
August 1, 2011	8.051%
August 1, 2012	7.451%
August 1, 2013	5.944%
August 1, 2014	5.610%
August 1, 2015	5.312%
August 1, 2016	5.044%
August 1, 2017	4.802%

(c) Future Benefit Accrual

Future benefit accrual for the Normal Retirement Pension will be 0.6% of the Employer Contribution required to be made on behalf of the Participant for the first year the Non-Default Schedule is in place and the rate of future benefit accrual will be adjusted in the following years to provide a 4% annual benefit increase until the maximum benefit of \$115 is reached. This adjustment will be effective annually on January 1. The previous cap on a Contributing Employer's contribution rate (*i.e.*, \$4.3975 per hour or, if lower, the rate in effect on December 31, 2004) is eliminated. More specifically, the future benefit accrual rates are:

<u>Year</u>	<u>Future Benefit Accrual Rate</u>
January 1, 2009	0.6000%
January 1, 2010	0.5694%
January 1, 2011	0.5445%
January 1, 2012	0.5241%
January 1, 2013	0.5072%
January 1, 2014	0.4979%
January 1, 2015	0.4903%
January 1, 2016	0.4842%
January 1, 2017	0.4610%
January 1, 2018	0.4399%

(d) Benefit Adjustments

- (1) Under the Non-Default Schedule, Participants shall have the following Adjustable Benefits reduced:
- (A) A Service Pension is available to Participants with at least 25 Pension Credits who have attained age 57 or Participants with 30 Pension Credits at any age. The amount of the Service Pension is an unreduced Normal Retirement Pension. The Service Pension replaces the Twenty-Five Year Service Pension.
 - (B) A reduced Service Pension is available to Participants with at least 25 Pension Credits who have not yet attained age 57. In this case, the amount of the reduced Service Pension is the Normal Retirement Pension reduced by 0.5% for each whole calendar month by which the commencement of benefits precedes the first day of the month coinciding with or next following the date the Participant attains age 65.
 - (C) The Supplemental Pension Benefit is available to Participants with at least 25 Pension Credits who have attained age 57 or Participants with 30 Pension Credits at any age, where at least 18 Pension Credits are attributable to service under the Plan.
- (2) Under the Non-Default Schedule, the following Adjustable Benefits are eliminated:
- (A) Disability Pension
 - (B) Supplemental Lump Sum Post-Retirement Death Benefit
 - (C) Thirty-Year Service Lump Sum Post-Retirement Death Benefit
 - (D) 5-Year Period Certain Life Annuity

Notwithstanding the foregoing, nothing shall be construed to reduce the level of a Participant's accrued benefit payable at Normal Retirement Age.

2.2 Default Schedule

(a) Applicability.

With regard to participants whose Contributing Employers agree to comply with this Default Schedule (or who become subject to the Default Schedule due to a failure to achieve an agreement to accept the Preferred Schedule within the time period prescribed by Section 305(c)(3)(C) of ERISA and the Default Schedule is imposed by law) the benefit formulas, levels, and payment options in effect on December 31, 2008 will remain in effect except, upon the effective date that the Default Schedule applies to a Contributing Employer, there shall be an increase in the Contributing Employer's contribution rate, and benefit adjustments in excess of those required under the Non-Default Schedule.

(b) Contributions.

Compliance with the Default Schedule requires the Contributing Employer's contribution rate to increase, effective on the anniversary of the Contributing Employer's collective bargaining agreement, as follows:

<u>Year</u>	<u>Increase</u>
August 1, 2008	10.614%
August 1, 2009	9.596%
August 1, 2010	8.755%
August 1, 2011	8.051%
August 1, 2012	7.451%
August 1, 2013	3.467%
August 1, 2014	3.351%
August 1, 2015	3.242%
August 1, 2016	3.140%
August 1, 2017	3.045%

(c) Future Benefit Accruals

For Participants whose Contributing Employers agree to comply with the Default Schedule, or for whom the Default Schedule is imposed by law, the future benefit accrual for the Normal Retirement Pension is unchanged (*i.e.*, the rate of future benefit accrual will be 1.0% of the Employer Contribution required to be made on behalf of the Participant; provided that the Contributing Employer's contribution rate shall not exceed \$4.3975 per hour or the rate in effect on December 31, 2004 for Contributing Employers who are obligated to contribute to the Plan at a rate lower than the contribution rate established under the National Master Freight Agreement).

(d) Benefit Adjustments.

Participants whose Contributing Employers agree to comply with the Default Schedule, or for whom the Default Schedule is imposed by law, shall have the following Adjustable Benefits eliminated:

- (1) Twenty-Five Year Service Pension
- (2) Disability Pension
- (3) Supplemental Lump Sum Post-Retirement Death Benefit
- (4) Thirty-Year Service Lump Sum Post-Retirement Death Benefit
- (5) 5-Year Period Certain Life Annuity

Provided, however, nothing shall be construed to reduce the level of a Participant's accrued benefit payable at Normal Retirement Age.

ARTICLE 3 – Deferred Vested Participants

Deferred vested participants shall be covered under the terms of the Default Schedule. For these purposes, a “deferred vested participant” is a Participant who is vested under the Plan, who has not earned at least one Hour of Service on or after January 1, 2009, and whose Effective Date of Pension is after January 1, 2009.

**FIRST AMENDMENT
TO THE
ROAD CARRIERS – LOCAL 707 PENSION PLAN**

This FIRST AMENDMENT TO THE ROAD CARRIERS – LOCAL 707 PENSION PLAN (the “Plan”) is made on this 11th day of December, 2015, by the BOARD OF TRUSTEES of the ROAD CARRIERS – LOCAL 707 PENSION PLAN (the “Trustees”).

WHEREAS, the Plan was initially established effective December 1, 1950 and thereafter amended from time to time;

WHEREAS, the Plan is currently maintained pursuant to an amended and restated Plan document that became effective January 1, 2015;

WHEREAS, Article 10 of the Plan permits the Trustees to amend the Plan from time to time; and

WHEREAS, the Trustees desire to amend the Plan to clarify the definition of “Spouse” as requested by the Internal Revenue Service in connection with its review of the Plan for a favorable determination letter;

NOW THEREFORE, BE IT RESOLVED, that the Plan is hereby amended as follows:

Section 1.30 shall be amended in its entirety to read as follows:

“1.30 “Spouse”

The person to whom the Participant is legally married, which marriage was entered into in a jurisdiction that recognizes such marriage, on his or her Effective Date of Pension or, if earlier, the Participant’s death, or for purposes of Sections 8.7 and 8.8, the applicable date of application. In each occurrence in which the term “Husband and Wife Pension” is used in the Plan, such term shall be interpreted to include an individual married to a person of the same sex if the individuals are lawfully married in a jurisdiction that recognizes such marriage.”

IN WITNESS THEREOF, the Trustees have caused this FIRST AMENDMENT to be executed as of the day and year first above written.

EMPLOYER TRUSTEES

Redacted by the U.S. Department of the Treasury

T. Ventura

Redacted by the U.S. Department of the Treasury

L. Beinhower

UNION TRUSTEES

Redacted by the U.S. Department of the Treasury

K. McCaffrey

Redacted by the U.S. Department of the Treasury

V. Cangelosi