4.3 Twenty-Five Year Service Pension

(a) **Eligibility**

A Participant who has earned at least 25 Pension Credits shall be entitled to a Twenty-Five Year Service Pension payable at any age, provided he properly applies for such pension.

(b) **Benefit**

(1) Except as otherwise provided under Section 4.3(b)(4) below, the Twenty-Five Year Service Pension payable to a Participant employed by a Contributing Employer shall be a monthly benefit equal to the sum of (i) for each year starting after January 1, 2005 and before January 1, 2009 in which the Participant earns Pension Credit, 1.0% of the Employer Contribution required to be made on behalf of the Participant for that year, and (ii) the Past Service Benefit calculated in accordance with Section 4.3(b)(2) or 4.3(b)(3), as applicable.

Notwithstanding the foregoing, the amount of the Employer Contribution subject to the 1.0% multiplier in Section 4.3(b)(1)(i) shall not exceed that based on a rate of $4.3975 per hour; provided, however, that such amount shall not exceed that based on the rate in effect as of December 31, 2004 for such Contributing Employer if it is obligated to contribute to the Plan at a rate lower than the contribution rate established under the National Master Freight Agreement.

Notwithstanding the foregoing, a Participant who is subject to Appendix B shall have his Twenty-Five Year Service Pension calculated in accordance with the applicable provisions of Appendix B.

(2) **Past Service Benefit attributable to contributions made at the rate established under the National Master Freight Agreement.** The Past Service Benefit for a Participant employed by a Contributing Employer obligated to contribute to the Plan at the rate established under the National Master Freight Agreement shall be a monthly benefit equal to the applicable benefit level determined under subsection (c) below. Where the benefit level is based on a Participant's Pension Credits, such Pension Credits are described under subsection (d) below.

Notwithstanding the foregoing, the Past Service Benefit payable to a Participant who transferred employment between Contributing Employers that contributed to the Plan at different rates shall be determined in accordance with Section 4.7.

(3) **Past Service Benefit attributable to contributions made at a rate lower than the rate established under the National Master Freight Agreement.** The Past Service Benefit for a Participant employed by a Contributing Employer obligated to contribute to the Plan at a rate lower than the contribution rate under the National Master Freight Agreement shall be determined as follows:

(A) A monthly benefit shall be calculated in accordance with Section 4.3(b)(2) as if contributions were made on the Participant's behalf at the rate established under the National Master Freight Agreement.

(B) The monthly benefit calculated under subparagraph (A) shall be multiplied by the contribution rate under the Collective Bargaining Agreement with the lower contribution rate, and divided by the contribution rate established under the National Master Freight Agreement. The contribution rates to be used for purposes of this subparagraph (B) are the rates in effect at the time the Participant last earned an Hour of Service in Covered Employment, but not later than December 31, 2004. Notwithstanding the preceding sentence, if contribution rates increased during the period that (i) begins on the last day of the calendar year quarter in which the Participant last earned Past Service Pension Credit, and (ii) ends 12 months later but not later than December 31, 2004, or if earlier, on the Participant's Effective Date of Pension, the rates used will be those in effect after the first increase in one or both of the rates.

The amount calculated under this paragraph (3) shall not be reduced on account of an increase in the National Master Freight Agreement contribution rate. In the event that the Contributing Employer lowered its contribution rate, the amount determined under subparagraph (B) with respect to the lower contribution rate shall apply only to Past Service Pension Credits earned after the lower contribution rate became effective.

Notwithstanding the foregoing, the Past Service Benefit payable to a Participant who transferred employment between Contributing Employers that contributed to the Plan at different rates shall be determined in accordance with Section 4.7.

(4) Effective on and after January 1, 2005, the Twenty-Five Year Service Pension monthly benefit calculated pursuant to Section 4.3(b)(1)(i) shall be reduced by 0.5% for each whole calendar month by which the commencement of the benefits precedes the first day of the month coinciding with or next following the date the Participant attains age 55.

(5) Notwithstanding anything in the Plan to the contrary, effective on and after January 1, 2005, a Participant entitled to a Twenty-Five Year Service Pension pursuant to this Section 4.3 and who has not attained at least age 55 at the time such benefits commence shall not be entitled to Supplemental Pension Benefits described in Section 4.9.

(c) **Benefit Level**

The Past Service Benefit portion of the Twenty-Five Year Service Pension shall be determined by the benefit level in effect at the time the Participant last earned an Hour of Service in Covered Employment, but not later than December 31, 2004, or the first increase in the benefit level, if any, that occurred during the period that (i) begins on the last day of the calendar year quarter in which the Participant last earned Past Service Pension Credit, and (ii) ends 12 months later but not later than December 31, 2004, or if earlier, on the Participant's Effective Date of Pension.

(1) Effective on and after July 1, 2000 and prior to January 1, 2005, the benefit level shall be $115.00 for each Past Service Pension Credit.

(2) Effective on and after April 1, 1999 and prior to July 1, 2000, the benefit level for the Twenty-Five Year Service Pension shall be:

(A) $2,000.00 per month, plus $100 for each Past Service Pension Credit in excess of 25 for a Participant who has earned at least 25 but less than 30 Past Service Pension Credits and has not reached age 55 as of his Effective Date of Pension; or

(B) $100.00 for each Past Service Pension Credit for a Participant who has earned at least 30 Past Service Pension Credits or has reached age 55 prior to his Effective Date of Pension.

(3) Effective on and after April 1, 1998 and prior to April 1, 1999, the benefit level for the Twenty-Five Year Service Pension shall be:

(A) $1,800.00 per month for a Participant who has earned at least 25 but less than 30 Past Service Pension Credits; or

(B) $100.00 for each Past Service Pension Credit for a Participant who has earned at least 30 Past Service Pension Credits, had contributions made on his behalf under the General Freight Agreement on or after April 1, 1997, and whose Effective Date of Pension is on or after April 1, 1998.

(4) Effective on and after September 1, 1997 and prior to April 1, 1998, the benefit level for the Twenty-Five Year Service Pension shall be:

(A) $1,600.00 per month for a Participant who has earned at least 25 but less than 30 Past Service Pension Credits; or

(B) $89.16 for each Past Service Pension Credit for a Participant who has earned at least 30 Past Service Pension Credits.

(5) Effective on and after September 1, 1994 and prior to September 1, 1997, the benefit level for the Twenty-Five Year Service Pension shall be:

(A) $1,545.00 per month for a Participant who has earned at least 25 but less than 30 Past Service Pension Credits; or

(B) $85.83 for each Past Service Pension Credit for a Participant who has earned at least 30 Past Service Pension Credits.

(6) Effective on and after May 1, 1991 and prior to September 1, 1994, the benefit level for the Twenty-Five Year Service Pension shall be:

(A) $1,500.00 per month for a Participant who has earned at least 25 but less than 30 Past Service Pension Credits; or

(B) $83.33 for each Past Service Pension Credit for a Participant who has earned at least 30 Past Service Pension Credits.

(7) Effective on and after April 1, 1988 and prior to May 1, 1991, the benefit level for the Twenty-Five Year Service Pension shall be, effective as of January 1, 1989:

(A) $1,200.00 per month for a Participant who has earned at least 25 but less than 30 Past Service Pension Credits and who had contributions made on his behalf under the National Master Freight Agreement on or after April 1, 1988; or

(B) $66.67 for each Past Service Pension Credit for a Participant who has earned at least 30 Pension Credits.

(d) **Pension Credits**

For each Participant whose Effective Date of Pension is prior to January 1, 2001, the Twenty-Five Year Service Pension shall be based on the number of whole Past Service Pension Credits earned by each such Participant not in excess of 30, plus:

(1) the number of whole and fractional Past Service Pension Credits earned by each such Participant in excess of 30, if the Participant's pension is based on the benefit level in effect on or after April 1, 1998; or

(2) the number of whole Past Service Pension Credits earned by each such Participant in excess of 30, if the Participant's pension is based on the benefit level in effect prior to April 1, 1998.

For each Participant whose Effective Date of Pension is on or after January 1, 2001 but prior to January 1, 2005, the Twenty-Five Year Service Pension shall be based on the number of whole and fractional Past Service Pension Credits earned by each such Participant.

For each Participant whose Effective Date of Pension is on or after January 1, 2005, the Past Service Benefit portion of the Twenty-Five Year Service Pension shall be based on the number of whole and fractional Past Service Pension Credits earned by each such Participant.

(e) **Eliminated for Certain Participants After January 1, 2009**

Notwithstanding the foregoing, the Twenty-Five Year Service Pension described in this Section 4.3 shall no longer be available for an individual who first becomes a Participant on or after January 1, 2009.

4.4 Benefits for Reciprocal Pensioners

A Participant in the Plan may be entitled to a Reciprocal or Pro Rata Pension (as such terms are defined in Articles 12 and 13, respectively) from the Plan if he qualifies under the requirements of one or more of the Reciprocal Agreements which the Plan has with other pension plans pursuant to the provisions of Articles 12 and 13.

4.5 Transition Rules for Certain Benefit Increases

For entitlement to the benefit level effective April 1, 1988, contributions must have been made on the Participant's behalf on or after April 1, 1988.

4.6 Effect of Break-in-Service

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

If a Participant incurs a One-Year Break-in-Service, prior to January 1, 2005, but does not subsequently forfeit his prior Pension Credits pursuant to Section 5.2, the benefit payable on retirement for that prior service shall be based on the benefit level the Participant was entitled to prior to his initial One-Year Break-in-Service but not later than December 31, 2004. If the Participant, subsequent to the One-Year Break-in-Service, earns additional Pension Credit prior to January 1, 2005 based only on service under the Plan (and not combined service with another pension plan with which the Plan has a Reciprocal Agreement), the benefit payable on retirement for such subsequent Pension Credit shall be based on the benefit level in effect at the time the Participant last earns an Hour of Service in Covered Employment but not later than December 31, 2004, or the first increase in the benefit level, if any, that occurs during the period that (i) begins on the last day of the calendar year quarter in which the Participant last earned Pension Credit, and (ii) ends 12 months later but not later than December 31, 2004, or if earlier, on the Participant's Effective Date of Pension. Notwithstanding the foregoing, if the Participant, subsequent to the One-Year Break-in-Service earns more Pension Credit prior to January 1, 2005 based only on service under the Plan (and not combined service with another pension plan with which the Plan has a Reciprocal Agreement) than he had One-Year Breaks-in-Service but not less than three Pension Credits in three consecutive Plan Credit Years, the benefit amount for all of his Pension Credits earned prior to the One-Year Break-in-Service shall be based on the benefit level in effect at the time the Participant last earns an Hour of Service in Covered Employment, but not later than December 31, 2004 or the first increase in the benefit level, if any, that occurs during the period that (i) begins on the last day of the calendar year quarter in which the Participant last earned Pension Credit, and (ii) ends 12 months later but not later than December 31, 2004, or if earlier, on the Participant's Effective Date of Pension.

(b) **Permanent Break-in-Service**

If a Participant incurs a Permanent Break-in-Service prior to January 1, 2005 and subsequently earns ten additional Pension Credits in ten consecutive Plan Credit Years, based only on service under the Plan (and not combined service with another pension plan with which the Plan has a Reciprocal Agreement), the benefit for all of his Pension Credits earned prior to the Permanent Break-in-Service shall be based on the benefit level in effect at the time the Participant last earns an Hour of Service in Covered Employment, but not later than December 31, 2004 or the first increase in the benefit level, if any, that occurs during the period that (i) begins on the last day of the calendar year quarter in which the Participant last earned Pension Credit, and (ii) ends 12 months later but not later than December 31, 2004, or if earlier, on the Participant's Effective Date of Pension.

(c) **Effect of Break-in-Service on and after January 1, 2005**

Effective January 1, 2005, notwithstanding anything in the Plan to the contrary, if a Participant incurs a One-Year Break-in-Service or a Permanent Break-in-Service on and after January 1, 2005, and does not subsequently forfeit his prior Pension Credits pursuant to Section 5.2, the benefit payable on retirement shall be the benefit earned by such Participant pursuant to the applicable provisions under Article 4.

4.7 Transfer Between Contributing Employers

If a Participant left employment with a Contributing Employer obligated to contribute to the Plan at one set of rates prior to January 1, 2005 and accepted employment with a Contributing Employer obligated to contribute to the Plan at a different set of rates prior to January 1, 2005, the Past Service Benefit of Participant's pension shall be calculated as follows:

(a) a separate benefit attributable to each Contributing Employer shall be calculated:

(1) as if the Participant earned all Past Service Pension Credits at the contribution rate established for each Contributing Employer when the Participant last performed an Hour of Service in Covered Employment, but not later than December 31, 2004, for each such Contributing Employer, and

(2) based on the benefit level in effect for each Contributing Employer at the time the Participant last earns an Hour of Service in Covered Employment, but not later than December 31, 2004, or the first increase in the benefit level, if any, that occurred during the period that (i) begins on the last day of the calendar year quarter in which the Participant last earned Past Service Pension Credit, and (ii) ends 12 months later but not later than December 31, 2004, or if earlier, on the Participant's Effective Date of Pension.

(b) each separate benefit calculated under subsection (a) shall be multiplied by the ratio that the number of Past Service Pension Credits for each such Contributing Employer bear to the Participant's total number of Past Service Pension Credits; and

(c) the Participant's monthly benefit shall be the sum of the separate benefits calculated pursuant to subsection (b).

Notwithstanding the foregoing, if a Participant left employment with a Contributing Employer obligated to contribute to the Plan at one set of rates prior to January 1, 2005 and accepted employment with a Contributing Employer obligated to contribute to the Plan at a rate higher than the Participant's prior Contributing Employer prior to January 1, 2005, the Participant's Past Service Benefit will be determined solely by the contribution rate of his Contributing Employer at the time the Participant last earns an Hour of Service in Covered Employment, but not later than December 31, 2004, if he subsequently earns three Pension Credits while employed by that Contributing Employer.

4.8 Thirteenth Check

Effective December 1, 1990, each Pensioner as of that date, and each Participant who becomes a Pensioner thereafter, shall receive one additional check as of each December 1 (effective January 1, 2005, each December 15) equal to the amount of the monthly pension benefit regularly scheduled for payment on that same date, without regard to the Supplemental Pension Benefit described below.

4.9 Supplemental Pension Benefit

(a) **Eligibility**

A Participant will be eligible for a Supplemental Pension Benefit if he satisfies the requirements of (1) or (2) below:

(1) the Participant

(A) has an Effective Date of Pension that is on or after January 1, 2005;

(B) retires with 25 or more Pension Credits, of which at least 18 Pension Credits are attributable to service under the Plan (and not combined service with another pension plan with which the Plan has a Reciprocal Agreement) before attaining age 65; and

(C) has attained at least age 55 as of his Effective Date of Pension; or

(2) the Participant

(A) has an Effective Date of Pension that is on or after January 1, 2005; and

(B) retires with 30 or more Pension Credits, of which at least 18 Pension Credits are attributable to service under the Plan (and not combined service with another pension plan with which the Plan has a Reciprocal Agreement) before attaining age 65.

Notwithstanding the foregoing, a Participant who is subject to Appendix B shall be eligible as provided in Appendix B.

(b) **Benefit**

The Supplemental Pension Benefit shall be equal to $200 per month payable 12 times per year, beginning on the Pensioner's Effective Date of Pension and ending in the month immediately preceding the month in which the Pensioner attains age 65 (or at his death, if earlier). Such amount shall be increased by a monthly amount equal to $100 per month multiplied by a numerical factor that is the number of additional whole Pension Credits that the Pensioner earned after each January 1st following his initial eligibility for the Supplemental Pension Benefit. Notwithstanding the foregoing, the Supplemental Pension Benefit described in this Section 4.9(b) shall not exceed the Social Security benefit otherwise payable at the Social Security normal retirement age. The Supplemental Pension Benefit shall not be adjusted for the 50% Husband and Wife Pension or any optional form of payment described in Section 6.2 and shall not be included in calculating the amount of the Thirteenth Check described in Section 4.8.

(c) **Eliminated for Certain Participants After January 1, 2009**

Notwithstanding the foregoing, the Supplemental Pension Benefit described in this Section 4.9 shall no longer apply for a Participant whose Effective Date of Pension is on or after January 1, 2009.

4.10 Increases for Pensioners

The Trustees may periodically adjust the monthly pension benefit payable to a Pensioner. Such adjustments are as follows:

(a) Effective July 1, 1998, each Pensioner receiving a monthly benefit of $500 or less shall receive a one-time payment of $500, and each Pensioner receiving a monthly benefit in excess of $500 shall receive a one-time payment of $1,000.

(b) Effective September 1, 1996, the monthly benefit payable to each Pensioner who retired prior to September 1, 1996 shall be increased by:

(1) 25% if such Pensioner received pension benefits for at least 20 years;

(2) 15% if such Pensioner received pension benefits for at least 15 years and less than 20 years; or

(3) 0.25% multiplied by the number of years during which the Pensioner received pension benefits if such Pensioner received pension benefits for less than 15 years.

(c) Effective September 1, 1994, the monthly benefit payable to each Pensioner who commenced receiving benefits prior to September 1, 1994 shall be increased by 3%.

(d) Effective May 1, 1991, the monthly benefit payable to each Pensioner who was receiving benefits as of May 1, 1991 shall be increased by $100 for the next 24 months. This increase shall only be paid through April 1, 1993.

(e) Effective January 1, 1988, the monthly benefit payable to each Pensioner:

(1) who retired prior to April 1, 1979 shall be increased by 10%;

(2) who retired on or after May 1, 1979 through February 1, 1982 shall be increased by 6%;

(3) who retired on or after March 1, 1982 through March 1, 1983 shall be increased by 4%; and

(4) who retired on or after April 1, 1983 through March 1, 1984 shall be increased by 2%.

(f) Effective April 1, 1983, the monthly benefit payable to each Pensioner:

(1) who retired prior to September 1, 1972 shall be increased by 7¼%;

(2) who retired on or after September 1, 1972 through December 1, 1973 shall be increased by 5¾%;

(3) who retired on or after January 1, 1974 through September 1, 1976 shall be increased by 4¼%; and

(4) who retired on or after October 1, 1976 through March 1, 1980 shall be increased by 3%.

(g) Effective July 1, 1979, the monthly benefit payable to each Pensioner:

(1) who retired prior to September 1, 1972 shall be increased by 7%;

(2) who retired on or after September 1, 1972 through January 31, 1974 shall be increased by 6%; and

(3) who retired on or after February 1, 1974 through August 31, 1976 shall be increased by 5%.

(h) Effective July 1, 1975, the monthly benefit payable to each Pensioner who retired on or after September 1, 1972 through January 31, 1974 shall be increased by 5%.

(i) Effective February 1, 1974, the monthly benefit payable to each Pensioner who commenced receiving benefits prior to September 1, 1972 shall be increased by 5%.

(j) Effective December 1, 1970, the monthly benefit payable to each Pensioner who retired prior to April 1, 1969 shall be increased by $15.00. The monthly benefit payable to each Reciprocal Pensioner who retired prior to April 1, 1969 shall be increased by the percentage of $15.00 that is proportionate to the percentage of his total pension benefit that is payable from the Plan.

4.11 Minimum Pension for Disabled Participants

The monthly pension benefit (before the adjustment under Section 6.1(a) for a Participant who has a Spouse) payable to a Participant who received a Disability Pension under the Plan that ended when he attained age 55, and who has remained Totally and Permanently Disabled since his Disability Pension commenced, shall not be less than the monthly Disability Pension benefit that was paid to the Participant under Section 7.1 immediately before he reached age 55.

4.12 Limitation of Benefits

(a) The benefits paid under the Plan shall not exceed the benefits allowable under Code section 415, the terms of which are incorporated by reference in the Plan. For this purpose, the Limitation Year shall be the Plan Year.

(b) The annual benefit paid in any Limitation Year shall be adjusted so that it does not exceed the maximum permissible amount for that Limitation Year.

(c) In addition, the benefit earned or accrued in any Limitation Year shall be adjusted, but only to the extent necessary to satisfy Code section 415, so that the benefit accrued does not exceed the maximum permissible amount that may be accrued or earned in that Limitation Year.

(d) In the event that benefits of the Plan must be aggregated with benefits of another plan to determine compliance with Code section 415, the benefits of the other plan shall be adjusted to the extent necessary to comply with Code section 415.

(e) For purposes of satisfying the requirements of Code section 415, the conversion of an annuity that is not subject to Code section 417(e) shall be determined as the greater of the equivalent annual benefit using either (a) interest and mortality based on the Plan's factors; or (b) interest at 5% and the applicable mortality table under Internal Revenue Notice 2008-85 or any successor thereto.

(f) The conversion of an annuity that is subject to Code section 417(e) shall be determined in accordance with the following:

(1) For distributions made in Plan Years prior to January 1, 2006: the greater of the equivalent annual benefit using either (i) the interest and mortality based on the Plan's factors or (ii) the annual interest rate for 30-year Treasury securities as specified by the Commissioner of the Internal Revenue Service for the month immediately preceding the first month of the Plan Year in which a distribution occurs and the applicable mortality table under Revenue Ruling 2001-62 or any successor thereto. Notwithstanding the foregoing, for purposes of the foregoing adjustment, for Plan Years beginning in 2004 and 2005, the interest rate for (ii) above shall not be less than 5.5%.

(2) For distributions made in Plan Years on or after December 31, 2005: the greater of the equivalent annual benefit using either (i) the interest and mortality based on the Plan's factors; (ii) the annual interest rate for 30-year Treasury securities as specified by the Commissioner of the Internal Revenue Service for the month immediately preceding the first month of the Plan Year in which a distribution occurs and the applicable mortality table under Revenue Ruling 2001-62 or any successor thereto; or (iii) the interest rate that would provide a benefit of not more than 105% of the benefit that would be provided if the applicable interest rate as defined in Code section 417(e)(3) and the applicable mortality table described in Code section 417(e)(3)(B).

(g) The maximum dollar limitation under Code section 415(b)(1)(A) shall be adjusted pursuant to Code section 415(b)(2)(C) when applied to early retirement benefits paid under the Plan with such adjustment based on the early reduction factors actually used in determining the Participant's early retirement benefit under the Plan. To the extent a Participant's early retirement benefit is unreduced under the terms of the Plan, the interest rate used to reduce the dollar limit pursuant to Code section 415(b)(2)(C) shall be 5% or such lower percentage as described in Code section 415(b)(2)(E)(i) or a successor provision.

(h) For purposes of applying the limitations of Code section 415 with respect to a Participant of a Contributing Employer, there shall be taken into account only the benefits provided by that particular Contributing Employer, provided that this special rule shall apply only if it would increase the maximum permissible amount payable under Code section 415 (relative to the maximum permissible amount which would be payable if the limitations were determined by aggregating the benefits provided by all Contributing Employers under the Plan). For this purpose, the annual pension benefit provided by a particular Contributing Employer shall be equal to the total annual pension benefit payable to the Participant multiplied by a fraction, the numerator of which is the Participant's number of Pension Credits with the Contributing Employer and the denominator of which is the Participant's total number of Pension Credits.

(i) If a Participant's monthly pension benefit is limited pursuant to this Section 4.12, as the limitations in Code section 415 continue to be adjusted for cost-of-living increases subsequent to such Participant commencing receipt of his pension benefit, so too shall his pension benefit be adjusted accordingly.

(j) For any year before 1986, the limitations prescribed by Code section 415 as in effect before enactment of the Tax Equity and Fiscal Responsibility Act of 1982 shall apply, and no pension earned under the Plan prior to 1986 shall be reduced on account of the provisions of this Section 4.12 if it would have satisfied those limitations under that prior law.

4.13 Rounding

The amount of the pension benefit determined under this Article 4, if not already a multiple of $.50, shall be rounded to the next highest multiple of $.50.

ARTICLE 5 – VESTING AND FORFEITURES

5.1 Vesting

(a) Determination of Vested Interest

Each Participant who has an Hour of Service on or after September 1, 1999 shall become vested in his benefit under the Plan in accordance with the following schedule:

Years of Vesting Service	Vested Percentage
Less than 5	0%
5 or more	100%

Notwithstanding the foregoing, such Participant shall be fully vested under the Plan upon becoming eligible for an Early Retirement Pension, or the date he attains Normal Retirement Age.

A Participant who did not have an Hour of Service on or after September 1, 1999 shall have his nonforfeitable percentage determined in accordance with the terms of the Plan in effect at the time he last had an Hour of Service.

(b) Effect of a One-Year Break-in-Service

If a Participant who is not vested incurs a One-Year Break-in-Service, his Years of Vesting Service earned prior to the One-Year Break-in-Service shall be forfeited. Such Years of Vesting Service shall be restored only if the former Participant completes a Year of Vesting Service prior to incurring a Permanent Break-in-Service.

5.2 Forfeiture of Pension Credits

If a former non-vested Participant incurs a Permanent Break-in-Service, he shall forfeit the Pension Credits he accrued prior to the beginning of the Permanent Break-in-Service.

5.3 Restoration of Forfeited Pension Credits

If a former Participant who forfeited his Pension Credits in accordance with Section 5.2 resumes participation in the Plan pursuant to Section 2.3, and earns ten Pension Credits in ten consecutive Plan Credit Years based only on service under the Plan (and not combined service with another pension plan with which the Plan has a Reciprocal Agreement), the Pension Credits he earned prior to the beginning of the Permanent Break-in-Service shall be restored. The Participant's pension benefit shall be determined in accordance with Section 4.6(b) or 4.6(c), as applicable.

5.4 Qualified Military Service

(a) Contributions, benefits and service credit under the Plan with respect to qualified military service shall be provided at least to the extent required under Code section 414(u).

(b) For purposes of this section, "qualified military service" means any service in the uniformed services (as defined in U.S.C., Chapter 43 of Title 38) by any individual if such individual is entitled to reemployment rights under such provision with respect to such service. Any Employer that employs or reemploys an Employee following a period of qualified military service shall within 30 days notify the Trustees of such employment or reemployment, even if such Employer was not the Employee's Employer immediately preceding such qualified military service.

5.5 Prohibited Application of Forfeitures

Forfeitures shall not be applied to increase the benefits any Participant would otherwise receive under the Plan.

ARTICLE 6 – FORM OF PAYMENT

6.1 Automatic Form of Payment

(a) Married Participants

Unless a Participant elects an alternative form of payment in accordance with Section 6.2, a Participant who has a Spouse on his Effective Date of Pension, and who is credited with at least one Hour of Service on or after January 1, 1976, shall receive his benefit in the form of the 50% Husband and Wife Pension.

The automatic form of payment to a vested Participant who (i) has a Spouse on his Effective Date of Pension, (ii) had at least one Hour of Service on or after September 2, 1974 but not on or after January 1, 1976, and (iii) whose Effective Date of Pension is on or after August 23, 1984 shall be the 5-Year Period Certain Life Annuity, unless such Participant elects to receive a 50% Husband and Wife Pension by filing a written election with the Trustees on or after August 23, 1984 and prior to his Effective Date of Pension.

The 50% 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 50% 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 50% 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 0.90 minus 0.4 of 1% for each full year that the Spouse's age is less than the Participant's age or plus 0.4 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.

(b) Single Participants

A Participant who does not have a Spouse on his Effective Date of Pension shall receive his benefit in the form of a single life annuity, which provides monthly payments for the life of the Pensioner. However, if a Participant did not earn at least ¼ Pension Credit after December 31, 2004, the Participant shall be deemed to have elected the 5-Year Period Certain Life Annuity under Section 6.2(b) and shall not be eligible for any other form of payment.

6.2 Election of an Alternative Form of Payment

(a) Waiver of the Automatic Form of Payment

A single Participant who earns at least ¼ Pension Credit after December 31, 2004 may waive the single life annuity and elect the 5-Year Period Certain Life Annuity under Section 6.2(b).

A Participant who has a Spouse may waive the 50% Husband and Wife Pension and elect the 5-Year Period Certain Life Annuity, 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, or the Single Life Annuity described in subsections (b), (c), (d), (e), and (f) below, subject to the restrictions on eligibility described therein. If the Participant has not retained Normal Retirement Age, he must also consent to the start of pension payments.

All elections must be made in writing on a form prescribed by the Trustees, filed with the Trustees within the 180-day period ending on the Effective Date of Pension.

The Participant's Spouse must consent to his election to waive the 50% Husband and Wife Pension. The Spouse's consent must acknowledge the effect of the election, the form of payment selected, the immediate start of payments, and must be witnessed by a notary public. If the Participant establishes to the satisfaction of the Trustees that such spousal consent cannot be obtained because he has no Spouse or his Spouse cannot be located, a waiver without his Spouse's consent will be deemed to be a proper election. Any spousal consent will be valid only with respect to the Spouse who signs the consent, or, in the event of a deemed election, the missing Spouse. The waiver may be revoked at any time prior to the Effective Date of Pension by either the Participant or the Spouse. If revoked, the Participant may file a new waiver, which shall require a new spousal consent.

Each Participant shall be provided, no less than 30 and no more than 180 days before his Effective Date of Pension, a written explanation of the terms and conditions and any other material features of, and to the extent required by law an explanation of the relative values of, all optional forms of benefit available under the Plan, including any option to defer payment.

In the case of a Participant with a Spouse, this shall specifically include:

(1) the terms and conditions of the 50% Husband and Wife Pension;

(2) the Participant's right to make an election to waive the 50% Husband and Wife Pension and the effect of such a waiver;

(3) the right of the Participant's Spouse to withhold consent and thereby prevent any election to waive the 50% Husband and Wife Pension; and

(4) the right of the Participant to revoke a waiver of the 50% Husband and Wife Pension and the effect of a revocation.

The Effective Date of Pension may be less than 30 days after receipt of the written explanation described above, provided the Participant has received information that 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 ¼ 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 ¼ 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 ¼ 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 payments 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.

(e) **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.