(1) your loss of entitlement to the Social Security disability award;

(2) the date you become able to engage in any gainful activity;

(3) the date you reach age 55; or

(4) your death.

Once you reach age 55, you may apply for any other pension benefit for which you are eligible under the Plan.

Please note that applications for pension benefits must be filed at least 30 days in advance of the date you wish to have your pension begin (see "Receiving Your Pension").

38. What happens if I die while receiving a Disability Pension?

If you die before you reach age 55 while receiving a Disability Pension, your Beneficiary will be entitled to receive a $2,500 death benefit provided that your last Pension Credit immediately before the disability was incurred was under this Plan (i.e., under the jurisdiction of Local 707). However, if someone other than your Beneficiary submits evidence that he or she paid (or is obligated to pay) your funeral expenses, the $2,500 death benefit will first be used to reimburse that person for the funeral expenses, and any remaining amount will be paid to your Beneficiary.

If you are married, your surviving spouse, if eligible, will receive a Pre-Retirement Surviving Spouse Pension (see "Pre-Retirement Surviving Spouse Pension" in the section entitled "Death Benefits") in addition to the $2,500 death benefit.

RECIPROCAL PENSION

39. What is a Reciprocal Pension?

Reciprocal Pension benefits are provided in accordance with the National Reciprocal Agreement for Teamsters Pension Funds in instances where you lack sufficient years of employment under this Plan to be eligible for a pension benefit because your years of employment are divided between this Plan and one or more other plans, and in instances where you are eligible for a pension under this Plan in a lesser amount than would be available if your years of employment were not so divided.

40. When is my service under other plans recognized under this Plan?

The Trustees of this Plan recognize each multiemployer, Taft-Hartley, and defined benefit plan, and other pension plans (on a case-by-case basis) covering Participants employed under one or more Teamsters collective bargaining agreement(s), or covering employees of locals affiliated with the Teamsters as a Related Plan, provided such plan executes the National Reciprocal Agreement.

41. How does the Plan determine whether I am eligible for a Reciprocal Pension?

If you retire while both this Plan and the other plan are still signatories to the National Reciprocal Agreement, you may elect to receive a Reciprocal Pension benefit with regard to a Normal, Early, Twenty-Five Year, or Disability Pension if you would have been eligible for such pension if all your years of employment and fractions thereof for which you receive benefit accrual or vesting credit (referred to as Service Credit) under this Plan and under any Related Plan (referred to as your Combined Service Credit) were credited under this Plan.

You will be eligible for Reciprocal Pension benefits under this Plan only if you (1) have 2 quarters of Service Credit under this Plan based on actual employment for which your Employer contributes to the Plan; (2) have a minimum of 15 years of Combined Service Credit; (3) are eligible for Reciprocal Pension benefits from at least one Related Plan; and (4) elect the Reciprocal Pension benefit under this Plan and any Related Plan in lieu of any other pension benefit payable.

Any period during which you earn Service Credit under a Related Plan will not be counted as a One-Year Break-in-Service under this Plan.

42. How is my Combined Service Credit calculated for purposes of calculating a Reciprocal Pension?

For purposes of calculating a Reciprocal Pension Benefit, your Combined Service Credit is equal to the Service Credit you have earned under this Plan and any Related Plan to which you are entitled to a Reciprocal Pension Benefit. However, you will not receive credit for more than one quarter of Combined Service Credit in any calendar quarter. Neither will your Service Credit with a Related Plan be recognized if your Employer withdraws from the Plan (other than through a plant shutdown or business failure) while you are actively employed. However, such Service Credit will be recognized if you become actively employed by an employer contributing to this Plan within 12 months of the withdrawn employer's withdrawal.

43. Are there any additional limitations on my ability to receive a Reciprocal Pension?

Yes. If your Reciprocal Pension is attributable to more than 30 years of Combined Service Credits, such benefit will be provided only if the Related Plan provides a pension benefit attributable to service credit in excess of 30 years.

44. How is the amount of my Reciprocal Pension determined?

The following steps shall be taken in calculating your Reciprocal Pension:

(1) Determine the pension amount to which you would be entitled under this Plan if your Combined Service Credit were taken into account under this Plan as Service Credit.

(2) Add the Service Credit you have earned in this Plan to the Service Credit you have earned under all Related Plans to which you are entitled to a Reciprocal Pension, including periods of Service Credit in a Related Plan that overlap Service Credit you have earned in this Plan.

(3) Divide the amount of Service Credit actually earned under this Plan, including periods of Service Credit that overlap Service Credit you have earned in a Related Plan, by the amount determined in (2).

(4) Multiply the fraction determined in (3) by the pension amount determined in (1), and the result will be the Reciprocal Pension payable by this Plan.

If you last earned an Hour of Service in Covered Employment under this Plan on or after January 1, 1987, your benefit amount for Service Credit under this Plan will be based on the benefit level in effect when you last earned Service Credit under this Plan (but not later than December 31, 2004), subject to the reemployment rule below.

If you last earned an Hour of Service under this Plan prior to January 1, 1987, your benefit amount will be based on the benefit level in effect on the earlier of January 1, 1986 or the date you last earned Combined Service Credit, subject to the reemployment rule below.

Reemployment Rule. If you are reemployed after having a One-Year Break-in-Service (based only on your Service Credit under this Plan), your benefit amount for the period immediately prior to such Break-in-Service will be based on the benefit level in effect at the time you last earned an Hour of Service prior to such Break-in-Service, but not later than December 31, 2004. But if you subsequently earn 3 consecutive years of Service Credit under this Plan, your benefit amount for all Service Credit under this Plan will be based on the benefit level in effect when you last earned an Hour of Service in Covered Employment under this Plan, but not later than December 31, 2004. If you are reemployed after having a One-Year Break-in-Service (based only on your Service Credit under this Plan), but fail to subsequently earn 3 consecutive years of Service Credit under this Plan, a separate calculation will be needed for each period of Pension Credit under this Plan.

The following examples are based on an individual whose employer contributed at the NMFA rate and who earns full credit each year.

Example 1 - suppose that you retire on January 1, 2003 at age 60 with the following history:

1971-1986 16 years of Service Credit under Local 707.
1987-1992 6 years of Service Credit under a Related Plan.
1993-1998 6 years of Service Credit under Local 707.
1999-2000 2 years of Service Credit under a Related Plan.
2001-2002 2 years of Service Credit under Local 707.

You have a total of 24 years of Service Credit under Local 707 but, because you have 32 years of Combined Service Credit, you qualify for a Service Pension. Your service from 1993-1998 is (more than) 3 consecutive years so the earlier period of service is also credited based on the 1998 benefit level which is the $100.00 that became effective April 1, 1999 (i.e. during the period beginning on the last day of the calendar year quarter in which you last earned Pension Credit, and ending 12 months later). For the final 2 years of Service Credit under Local 707, the benefit level is that in effect for 2002, namely $115.00. It is not possible to use the most recent benefit level in calculating your benefit amount for the earlier service because the final period of Service Credit with Local 707 did not last for at least 3 consecutive years.

The benefit for the final 2 years from 2001-2002 is calculated as follows:
$115.00 x 32 x 2/32 = $230.00
The benefit for the earlier 22 years is calculated as follows:

$100.00 x 32 x 22/32 = $2,200.00

Thus your total pension is $2,430.00/month (payable 13 times per year). You would not be eligible for a Supplemental Pension of $200.00/month payable until age 65 because you did not earn any Service Credit after 1/1/05, but as described in Part F note 17 you would have been eligible for the $100.00 monthly Supplemental Pension available at that time.

Example 2 – Suppose you retire on January 1, 2003 at age 60 with the following history:

1979-1992 14 years of Service Credit under Local 707.
1992-1995 4 years of Service Credit under a Related Plan.
1995-1998 4 years of Service Credit under Local 707.
1999-2000 2 years of Service Credit under a Related Plan.
2001-2002 2 years of Service Credit under Local 707.

You have a total of 20 years of Service Credit under Local 707 and 6 years of Service Credit in Related Plans. However, because the Service Credit earned in a Related Plan in 1993 and 1996 overlaps with Service Credit earned under Local 707, you have 24 years of Combined Service Credit. Therefore, you do not qualify for a Service Pension. For the first 18 years of Service Credit under Local 707, the benefit level is as in 1998 ($100.00 as discussed above). For the final 2 years of Service Credit under Local 707, the benefit level is as for 2002. It is not possible to "update" the benefit level for the earlier service because the final period of Service Credit with Local 707 did not last for at least 3 consecutive years. A factor of 0.7 is used because of the ½% reduction for each of the 60 months by which early retirement age 60 precedes age 65.

The benefit for the final 2 years is calculated as follows:
$115.00 x 24 x 2/26 x 0.7 = $148.62
The benefit for the earlier 18 years is calculated as follows:
$100.00 x 24 x 18/26 x 0.7 = $1,163.08

Thus your total pension is $1,312.00/month (rounded up 50 cents) if in single life form (payable 13 times per year). You would not be eligible for a Supplemental Pension.

Example 3 - The same as Example 2, but suppose that you elect to have your pension calculated on a "stand-alone" basis using only your Service Credit earned with Local 707.

The benefit for the final 2 years is calculated as follows:
\$115.00 x 2 x 0.7 = \$161.00
The benefit for the earlier 18 years is calculated as follows:
\$100.00 x 18 x 0.7 = \$1,260.00

Thus your total pension is \$1,421.00/month (rounded up 50 cents) if in single life form (payable 13 times per year). You would not be eligible for a Supplemental Pension.

Although this amount is larger than in example 2, you should take care before electing the "stand-alone" basis. Such an election may make you ineligible for a pension from the Related Plan, or reduce its amount.

PRO-RATA PENSION

45. What is a Pro-Rata Pension?

A Pro-Rata Pension is provided under this Plan in accordance with a Local Reciprocal Agreement between the Plan and another pension fund listed in Appendix A of the Plan document (referred to as a Related Plan) which is not signatory to the National Reciprocal Agreement (see "Reciprocal Pension"), in instances where you lack sufficient Service Credit to be eligible for a pension benefit under this Plan because your years of employment are divided between this Plan and at least one other plan, and in instances where you are eligible for a pension under this Plan in a lesser amount than would be available if your years of employment were not so divided.

46. When is my service under other plans recognized under this Plan?

As provided for in each Local Reciprocal Agreement, the Trustees of this Plan recognize the Non-Signatory Funds listed in the Plan as a Related Plans for Pro-Rata Pensions.

47. How does the Plan determine whether I am eligible for a Pro-Rata Pension?

If you retire while both this Plan and the other plan are still signatories to a Local Reciprocal Agreement, you may elect to receive a Pro-Rata Pension with regard to a Normal Retirement, Twenty-Five Year Service, Early Retirement, or Disability Pension if you would have been eligible for such pension had all your Combined Service been credited under this Plan.

You will be eligible for Pro-Rata Pension benefits under this Plan only if you (1) have 2 quarters of Service Credit under this Plan; (2) have a minimum of 15 years of Combined Service Credit; and (3) elect the Pro-Rata Pension under this Plan and the Related Plan in lieu of any other pension benefit payable.

Any period during which you earn Service Credit under a Related Plan will not be counted as a One-Year Break-in-Service under this Plan.

48. How is my Combined Service Credit calculated for purposes of a Pro-Rata Pension?

For purposes of calculating a Pro-Rata Pension, your Combined Service Credit is equal to the Service Credit you have earned under this Plan and any Related Plan to which you are entitled to a Pro-Rata Pension Benefit. However, you will not receive credit for more than one quarter of Combined Service Credit in any calendar quarter.

49. Are there any additional limitations on my ability to receive a Pro-Rata Pension?

Yes. If your Pro-Rata Pension is attributable to more than 30 years of Combined Service Credits, such benefit will be provided only if the Related Plan provides a pension benefit attributable to Service Credit in excess of 30 years.

50. How is the amount of my Pro-Rata Pension determined?

The following steps shall be taken in calculating your Pro-Rata Pension:

(1) Determine the pension amount to which you would be entitled under this Plan if your Combined Service Credit were taken into account under this Plan as Service Credit.

(2) Add the Service Credit you have earned in this Plan to the Service Credit you have earned under all Related Plans to which you are entitled to a Pro-Rata Pension, including periods of Service Credit in a Related Plan that overlap Service Credit you have earned in this Plan.

(3) Divide the amount of Service Credit actually earned under this Plan, including periods of Service Credit that overlap Service Credit you have earned in a Related Plan, by the amount determined in (2).

(4) Multiply the fraction determined in (3) by the pension amount determined in (1), and the result will be the Pro-Rata Pension payable by this Plan.

If you last earned an Hour of Service in Covered Employment under this Plan on or after January 1, 1987, your benefit amount for Service Credit under this Plan will be based on the benefit level in effect when you last earned Service Credit under this Plan (but not later than December 31, 2004), subject to the reemployment rule below.

If you last earned an Hour of Service under this Plan prior to January 1, 1987, your benefit amount will be based on the benefit level in effect on January 1, 1986, subject to the reemployment rule below.

Reemployment Rule. If you are reemployed after having a One-Year Break-in-Service (based only on your Service Credit under this Plan), your benefit amount for the period immediately prior to such Break-in-Service will be based on the benefit level in effect at the time you last earned an Hour of Service prior to such Break-in-Service, but not later than December 31, 2004. But if you subsequently earn 3 consecutive years of Service Credit under this Plan, your benefit amount for <u>all</u> Service Credit under this Plan will be based on the benefit level in effect when you last earned an Hour of Service in Covered Employment under this Plan, but not later than December 31, 2004. If you are reemployed after having a One-Year Break-in-Service (based only on your Service Credit under this Plan), but fail to subsequently earn 3 consecutive years of Service Credit under this Plan, a separate calculation will be needed for each period of Pension Credit under this Plan.

See the examples in question 43 above (substituting "Pro-Rata" for "Reciprocal").

DEATH BENEFITS - PRE-RETIRMENT SURVING SPOUSE PENSION

51. Who is eligible to receive a Pre-Retirement Surviving Spouse Pension?[19]

If you die after becoming vested, but before your pension benefit begins, or prior to age 55 while receiving a Disability Pension, your surviving spouse will be eligible for a Pre-Retirement Surviving Spouse Pension, provided that you and your spouse were married throughout the 12-month period ending immediately before your death and provided that you earned at least one Hour of Service on or after August 23, 1984.

52. What is the amount of the Pre-Retirement Surviving Spouse Pension?

The Pre-Retirement Surviving Spouse Pension provides your spouse with the benefits he or she would have received had you retired and began receiving the 50% Husband and Wife Pension (after adjustment, if any, for early retirement). For example, if the monthly pension payable to you under the 50% Husband and Wife Pension would have been $1,000, the Pre-Retirement Surviving Spouse Pension would provide your spouse a monthly benefit of $500 for his or her lifetime.

53. When will the monthly payments to my surviving spouse begin?[20]

Your spouse must apply for the Pre-Retirement Surviving Spouse Pension by completing the Plan's application forms. The Pre-Retirement Surviving Spouse Pension is payable to your spouse on the earliest date that you could have begun receiving your pension and is payable for his or her lifetime.

Your spouse may elect to have payments begin at an earlier date (the amount of the monthly benefit will be reduced for early payment) or to defer payments until a later date (but not later than the first day of the month on or after you would have reached age 70½). If your spouse does not apply for the Pre-Retirement Surviving Spouse Pension upon your death, it will be assumed that he or she wishes to defer payment.

SUPPLEMENTAL LUMP SUM POST-RETIREMENT DEATH BENEFIT

54. Who is eligible to receive a Supplemental Lump Sum Post-Retirement Death Benefit?[21]

Your Beneficiary will be eligible to receive a Supplemental Lump Sum Post-Retirement Death Benefit if your death occurs after your pension benefits have begun and, as of the time of your retirement:

(1) you retired on or after March 1, 1989 having earned at least 25 years of Combined Pension Credits (18 of which were based only on service under this Plan);

(2) you were not eligible for the regular active employee life insurance benefit from the Road Carriers Local 707 Welfare Fund; and

(3) you had not elected the pension hospital-surgical benefit provided by the Road Carriers Local 707 Welfare Fund.

55. What is the amount of the Supplemental Lump Sum Post-Retirement Death Benefit?

The amount of the Supplemental Lump Sum Post-Retirement Death Benefit will be $2,500 (less applicable tax withholdings). However, if someone other than your Beneficiary submits evidence that he or she paid (or is obligated to pay) your funeral expenses, the death benefit will first be used to reimburse that person for the funeral expenses, and any remaining amount will be paid to your Beneficiary.

THIRTY-YEAR SERVICE LUMP SUM POST-RETIREMENT DEATH BENEFIT

56. Who is eligible to receive a Thirty-Year Service Lump Sum Post-Retirement Death Benefit?

Your Beneficiary will be eligible to receive a Thirty-Year Service Lump Sum Post-Retirement Death Benefit if your death occurs after your pension benefit payments have begun and, as of the time of your retirement:

(1) you had retired on or after April 1, 1983 having earned at least 250 Hours of Service after November 1, 1982; and

(2) you were credited with at least 30 Pension Credits (22½ of which were based only on service under this Plan).

57. What is the amount of the Thirty-Year Service Lump Sum Post-Retirement Death Benefit?

The amount of the Thirty-Year Service Lump Sum Post-Retirement Death Benefit is $10,000 (less applicable tax withholdings). However, if someone other than your Beneficiary submits evidence that he or she paid (or is obligated to pay) your funeral expenses, the death benefit will first be used to reimburse that person for the funeral expenses, and any remaining amount will be paid to your Beneficiary. Please note that if your Beneficiary is also eligible for the Supplemental Lump Sum Post-Retirement Death Benefit (as described in question 54 above), reimbursement of funeral expenses will be paid from the Thirty-Year Service Lump Sum Post-Retirement Death Benefit only to the extent that such expenses exceed the amount of the Supplemental Lump Sum Post-Retirement Death Benefit.

BENEFICIARY DESIGNATION

58. Who is my Beneficiary?[22]

Your Beneficiary is the individual(s) designated as such by you on a form provided by the Fund Office. If you have no valid Beneficiary designation on file with the Fund Office, or your beneficiaries predecease you, your Beneficiary will be your surviving spouse. If you are married, your spouse is required to be your Beneficiary unless properly waived by your spouse or your spouse is otherwise missing. If you have no surviving spouse at the time of your death, or if your surviving spouse dies before receiving full payment of any death benefit, the death benefit, or any remaining portion thereof, will be payable and divided equally among your surviving dependent children who are considered dependent children under the Social Security Act. If you have no surviving spouse or dependent children at the time of your death, your estate will be your Beneficiary.

RECEIVING YOUR PENSION

59. How do I apply for pension benefits?

You must file a written application on a form that will be provided by the Fund Office upon request, in order to receive pension benefits. Your application must be submitted to the Fund Office at least 30 days before the date you wish to have your pension begin.

While the Plan requires pension applications to be filed 30 days in advance, you are urged to file as soon as you decide on your intended retirement date. Early filing will help avoid any delay in the payment of your benefits if additional time is needed to process your application.

60. When will my pension benefits begin?

Once your application is approved, your pension will begin on the first day of the month after you have met all of the requirements for your pension, including the 30-day advance filing requirement.

Notwithstanding the foregoing by law, your benefits will automatically begin by the April 1 following the year in which you reach age 70½. If you do not submit the Plan's application for benefits when you first become eligible to receive a pension, it will be assumed that you do not wish to receive your pension at that time. You may later apply to have your pension benefits begin. Your benefits will not be paid retroactively.

61. Will my pension benefits be adjusted if I do not apply for pension benefits after my Normal Retirement Age?

If you submit your application for pension benefits after your Normal Retirement Age, the amount of your pension benefits will be actuarially adjusted to include the time period between the date you were first eligible for pension benefits and the date you actually apply for your pension benefits. However, there will be no actuarial adjustment if your benefits are suspended as a consequence of "disqualifying employment" as discussed in question 67 below.

62. How will payments be made to me under the Plan if I am unable to care for myself due to either mental or physical incapacity?

If the Trustees determine that you, as a pensioner or Beneficiary, are unable to care for your affairs because of mental or physical incapacity, then the Trustees may, in their discretion, pay your benefits to any entity or individual the Trustees believe will provide for your maintenance and support. If proper claim is made by you or your Beneficiary's legal representative prior to any such payment, then the Trustees may pay your benefits to such representative instead.

PAYMENT OF BENEFITS

FORMS OF BENEFIT PAYMENT

63. How will my pension benefits be paid?[23]

Single Participants. If you are not married when your pension begins, your pension benefit will be paid to you in the form of a Single Life Annuity. This form of payment provides you with a monthly payment for your lifetime. You may qualify for a 5-Year Period Certain Life Annuity as more fully described in Q&A 64.

Married Participants. If you are married when your pension begins and you have been credited with at least one Hour of Service on or after January 1, 1976, the Plan is legally required to pay your pension in the form of a 50% Husband and Wife Pension unless you and your spouse together elect an alternative form of payment described below.

A 50% Husband and Wife Pension provides a reduced monthly pension for your lifetime and, upon your death, a monthly benefit equal to 50% of the monthly pension paid to you will continue to your spouse for his or her lifetime. The amount of your monthly benefit will be actuarially reduced so as to have the same expected value. The reduction will depend on your age and that of your spouse, and you should obtain from the Fund Office an illustration applicable to your circumstance.

Thirteenth Check. As of December 1, 1990, you will receive an additional check in December equal to the amount of the monthly pension benefit regularly scheduled for payment on that same date.

Rounding. When your pension is calculated, if it is not an exact multiple of fifty cents it will be rounded off to the next higher multiple of fifty cents.

64. What alternative forms of payment can I elect?

Single Participants. If you are not married when your pension begins and you earned at least ¼ Pension Credit after December 31, 2004, you may waive the Single Life Annuity form of benefit and elect a 5-Year Period Certain Life Annuity. The 5-Year Period Certain Life Annuity form of payment provides actuarially reduced monthly payments for your life. If you die before the expiration of the 5-year period from the date your pension begins, any remaining payments for the remainder of the 5-year period will be divided equally among your surviving dependent children who are considered dependent children under the Social Security Act. If you have no surviving dependent children, then any remaining payments will be made to your

Beneficiary. However, if a person other than your Beneficiary paid, or is obligated to pay, your funeral expenses, the monthly benefits that would otherwise be paid to your 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 your funeral expenses have been reimbursed, the remaining amounts will be paid to your Beneficiary.

Married Participants. If you are married, when you apply for your pension, you and your spouse may choose to waive the 50% Husband and Wife Pension and elect to receive one of the alternative forms described below. If you and your spouse choose an alternative form of benefit which provides your surviving spouse with a benefit that is less than that payable under the 50% Husband and Wife Pension, your spouse must agree to this election in writing and have his or her signature witnessed by a notary public within the 90 day period ending on the effective date of your pension.

(1) 100% Husband and Wife Pension. You may elect to receive a Husband and Wife Pension that is customized to provide 100% of your monthly payments to your spouse if you die prior to his or her death provided the effective date of your pension is on or after May 1, 2001 and you earned Pension Credit on or after January 1, 2000. The monthly pension payable to you under this 100% Husband and Wife Pension will be smaller than under the 50% Husband and Wife Pension because the monthly payments to your spouse will be larger. The amount of your monthly benefit will be actuarially reduced so as to have the same expected value.

(2) 50% or 100% Husband and Wife Pension with Pop-Up. You may elect to receive a 50% or 100% Husband and Wife Pension with Pop-Up that is customized to provide reduced monthly payments to you for your lifetime and 50% or 100% of your monthly payments to your spouse if you die prior to his or her death provided the effective date of your pension is on or after January 1, 2005 and you earned Pension Credit on or after January 1, 2005. If your spouse predeceases you, the Pop-Up feature restores your reduced monthly benefit payments to what they would have been if you had elected a Single Life Annuity.

The amount of the monthly benefit during your joint lifetime, and during your surviving spouse's lifetime if you predecease him or her, will be actuarially reduced to an amount even lower than the monthly benefit that would have been payable if you had not elected the "Pop-Up" feature.

(3) 5-Year Period Certain Life Annuity. If you are married and properly waive the 50% Husband and Wife Pension, you may elect to receive a 5-Year Period Certain Life Annuity. The 5-Year Period Certain Life Annuity will provide an actuarially reduced monthly pension to you for your lifetime. If you should die before the end of the 5-year period after your pension begins, your surviving spouse

will receive the payments that remain to be paid over the 5-year period. If you have no surviving spouse, any remaining payments will be divided equally among your surviving dependent children who are considered dependent children under the Social Security Act. If you have no surviving spouse or dependent children, then any remaining payments will be made to your Beneficiary.

(4) Single Life Annuity. If you are married and properly waive the 50% Husband and Wife Pension, you may elect to receive a Single Life Annuity. The Single Life Annuity will provide a monthly pension to you for your lifetime. Your monthly pension payments under the Plan will end upon your death.

65. Can any of my benefits be paid in a lump sum?[24]

If the actuarial equivalent lump sum value of any benefit (other than a Disability Pension) payable to you is less than or equal to $5,000, you may elect to receive the actuarial equivalent lump sum value of your benefit in lieu of any other benefit payments from the Plan.

If the actuarial equivalent lump sum value of any benefit payable to your Beneficiary is less than or equal to $5,000, your Beneficiary may elect to receive the actuarial equivalent lump sum value of your benefit in lieu of any other benefit payments from the Plan. Further, if you retire and begin receiving benefits in the form of a 50% Husband and Wife Pension, 100% Husband and Wife Pension, 50% or 100% Husband and Wife Pension with Pop-Up, or a 5-Year Period Certain Life Annuity, and upon your death, the actuarial equivalent lump sum value of the benefit payable to your surviving spouse or other Beneficiary is less than $5,000, your surviving spouse or Beneficiary may elect to receive the actuarial equivalent lump sum value of the benefit in lieu of all other future benefit payments.

In addition, both the Supplemental Lump Sum Post-Retirement Death Benefit and the Thirty-Year Service Lump Sum Post-Retirement Death Benefit are paid in lump sums.

If you are entitled to such a lump sum, you may be able to shelter it from taxation by means of a rollover (for example, to an IRA). Before you take a lump sum you will be given information concerning the tax consequences and your eligibility to avoid such consequences by means of a rollover.

TRANSFER BETWEEN CONTRIBUTING EMPLOYERS

66. What happens if I transferred from one Contributing Employer to another who made contributions at a different rate prior to January 1, 2005?

If you 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 portion of your pension will be calculated as follows:

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

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

(ii) based on the benefit level in effect for each Contributing Employer at the time you last earned an Hour of Service in Covered Employment under the Plan (but not later than December 31, 2004), or the first increase in benefit level, if any, that occurs during the period that begins on the last day of the calendar quarter in which you last earned Past Service Pension Credit, and ends twelve months later (but not later than December 31, 2004) or, if earlier, on your effective date of pension.

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

(c) your monthly benefit will be the sum of the separate benefits calculated according to subsection (b) above.

Notwithstanding the above, if you left employment with a Contributing Employer who is obligated to contribute to the Plan at one set of rates prior to January 1, 2005 and accept employment with a Contributing Employer obligated to contribute to the Plan at a higher rate than your prior Contributing Employer prior to January 1, 2005, your Past Service Benefit will be determined solely by the contribution rate of your current Contributing Employer when you last earned an hour of service in Covered Employment (but not later than December 31, 2004) if you subsequently earn 3 Pension Credits while employed by that Contributing Employer.

SUSPENSION OF BENEFITS

67. Under what circumstances can my pension benefit be suspended?[25]

Prior to Normal Retirement Age. The monthly benefit otherwise payable to you will be suspended for any month in which you are employed in "disqualifying employment" before you reach age 65. For purposes of benefit suspensions prior to age 65, "disqualifying employment" means any employment or self-employment of a kind covered by a Local 707 collective bargaining agreement. You will permanently lose the suspended payments.

After Normal Retirement Age. The monthly benefit otherwise payable to you after you have reached age 65 will be suspended for any month in which you complete at least 40 Hours of Service in "disqualifying employment." For purposes of benefit suspensions after age 65, "disqualifying employment" means employment or self-employment that is:

(1) in an industry covered by the Plan (e.g., trucking, moving, and general warehousing industries) when your pension payment began;

(2) in the geographic area covered by the Plan when your pension payment began; and

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

Notwithstanding the foregoing, the Plan Trustees, in their sole discretion, may from time to time change benefit suspension rules under the Plan.

68. Am I under any obligation to notify the Plan Trustees of my disqualifying employment?

Yes. You must notify the Plan in writing within 15 days after starting any work that is or may be disqualifying employment. If, prior to Normal Retirement Age, you fail to notify the Trustees of such employment or willfully misrepresent information regarding disqualifying employment, your monthly benefit (with respect to benefits received prior to Normal Retirement Age) will be suspended for twice the number of months of such employment, in addition to the months in which the disqualifying employment occurred.

If, after Normal Retirement Age, you have worked in employment in any month and failed to give timely notice to the Plan of such employment, the Trustees shall presume that you worked for at least 40 hours in such month and any subsequent month before you give notice that you have ceased employment. You will have the right to overcome such presumption by establishing that your work was not in fact an appropriate basis for the suspension of your benefits under the Plan.

69. When will my suspended benefits resume?

Your benefits will resume no later than 3 months following the last month during which you are employed in disqualifying employment (or after any additional penalty period) provided you properly comply with the notice requirements. However, if benefit payments are suspended after Normal Retirement Age, benefits will resume no later than the April 1 of the year following the year in which you attain age 70½. The benefit payments that were suspended will be permanently lost to you as a benefit and will not be payable to you at any later time.

70. How will my benefits be calculated when they are resumed after having been suspended?

If you were receiving a pension prior to having your benefits suspended and you resume receiving your benefits, your pension benefits may be recalculated to adjust for the time that your benefits were suspended.

71. May I continue to earn pension benefits after my benefits resume?[26]

If you return to work in Covered Employment, you may continue to earn additional pension benefits in accordance with the terms of the Plan. Upon your subsequent retirement, you will be entitled to the pension benefit that you were receiving prior to your return from work in Covered Employment and the pension benefit that you accrue after your return to work in Covered Employment based on the benefit to which you are entitled at the time of your subsequent retirement. For any additional benefit that is attributable to additional service, you may make a new election as to the form of payment.

72. Are there any exceptions to the suspension of benefits rule?

Yes, through December 31, 2008, if you are retired, you may work up to two (2) days per week for a Contributing Employer while continuing to receive your benefit payments from the Plan. If you are a retired participant receiving benefits from the Plan, you will continue to accrue benefits under the Plan as a result of your reemployment, however, the additional benefit you earn will be offset by the actuarial value of the pension payments you receive while you are working to the extent such benefit could have been forfeited if it had been suspended due to disqualifying employment. In most cases, this means you will not earn additional benefits for the time when you both work and receive a pension. This is because the value of the continued benefit payments that you are receiving is greater than the value of the additional benefits you earn during your reemployment.

FINANCING

73. How are benefits under the Plan funded?

Benefits under the Plan are funded through the contributions of Contributing Employers. Such Contributing Employers are obligated to contribute in accordance with the terms of their applicable collective bargaining agreement or other agreement approved by the Plan, in an amount set forth in that agreement, and based on the number of hours you work in Covered Employment. Employee contributions are not required or permitted under this Plan.

74. How are the Plan assets managed?

All contributions to the Plan are deposited and held in a trust fund established by the Trustees for the benefit of Plan Participants and their beneficiaries.

The Trustees have the ultimate responsibility for the management of Plan assets. However, the Trustees are allowed, under law, to hire professional investment managers.

PLAN AMENDMENT AND TERMINATION AND FORFEITURE

75. Are the terms of the Plan subject to change?

The Trustees may modify or amend the provisions of the Plan at a regular or special meeting. The provisions of the Plan may be modified or amended, retroactively if necessary, to bring the Plan into conformity with statutory or regulatory requirements and to preserve the qualified status of the Plan and the exempt status of the Trust under the Internal Revenue Code.

Further, the provisions of the Plan may be modified or amended to ensure that, in the opinion of the Trustees, the benefits promised are being funded on a sound basis. You will generally receive advance notice of any material reduction in future benefit accruals.

However, no change will divert any Trust funds for purposes other than for the exclusive benefit of Plan Participants and beneficiaries, or have the effect of decreasing a Participant's accrued benefit where prohibited by law.

To the extent determined by the Pension Benefit Guaranty Corporation, no merger or consolidation with, or transfer of assets or liabilities to, any other plan will be made (where termination of the Plan would immediately result) unless each Participant in the Plan would receive a benefit equal to or greater than the benefit he or she would have been entitled to receive if the Plan terminated immediately before the merger, consolidation or transfer.

76. Can the Plan be Terminated?

Although the Trustees expect the Plan to continue indefinitely, the Trustees have the right to terminate the Plan in whole or in part, and in that event the provisions of Section 4041A of ERISA (the Employee Retirement Income Security Act) shall apply.

77. How will my pension be affected if the Plan is Terminated?

Under the terms of federal law, the assets of the Plan are to be used for the benefit of the Participants, surviving spouses and beneficiaries, in an order of priority consistent with federal law. If all of the Plan benefits are provided by the assets of the Plan, and there is still money left over, the money is to be used to increase the benefits of all Participants. Under no circumstances may money which has been properly contributed to the Plan ever be returned to any Contributing Employer or the Local Union. If the Plan's assets are insufficient to pay benefits, benefits may be reduced as required by law (but not below levels guaranteed by the PBGC). The PBGC may subsequently restore some or all of any lost benefits if it finds that such replacement is feasible.

For more information on PBGC guarantees, see Paragraph 14 in Part E.

PART B.

CLAIMS PROCEDURE

Any claim for benefits must be filed in writing with the Trustees. Benefits will be paid in the sole discretion of the Trustees.

CLAIM DENIAL

If your claim for benefits is denied, in whole or in part, the Trustees shall furnish, within 90 days after receipt of the claim for benefits (within 180 days if special circumstances require an extension of time) a written notice stating:

(1) the specific reason(s) for the denial;

(2) the specific reference(s) to the Plan provisions on which the denial is based;

(3) a description of any additional material or information necessary for the claimant to perfect his or her claim and an explanation of why such material or information is necessary; and

(4) an explanation of the Plan's appeal procedure and the time limits applicable to such procedures, including a statement of the claimant's right to bring a civil action under Section 502(a) of ERISA following an adverse benefit determination on review.

APPEAL

If your claim for benefits has been denied, you have the right to file a written notice of appeal with the Trustees within 60 days from receipt of the Trustees' denial. Within such 60-day period, you will have the opportunity, upon request, to be provided reasonable access to and copies of all documents, records, and other information relevant to your claim (without regard to whether such documents, records, or information were submitted or considered in the initial denial of the claim). In addition, you may submit written comments, documents, records, and other information relating to your claim.

The Trustees will make a decision on your appeal no later than the board of trustees meeting that immediately follows the Plan's receipt of your request for appeal, unless your request is filed within 30 days preceding the date of such meeting, in which case the determination will be made at the second board of trustees meeting following the Plan's receipt of your request for appeal. If an extension is needed, the Trustees will make a determination no later than the third board of trustees meeting following the Plan's receipt of your request for appeal. If an extension is required because of special circumstances, the Trustees will notify you in writing of the extension.

The Trustees will notify you of the benefit determination no later than 5 days after the determination is made. The written notice will include:

(1) the specific reason for the denial;

(2) reference to the Plan provisions on which the denial is based;

(3) a statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to and copies of, all documents, records, and other information relevant to the claim for benefits; and

(4) a statement of the claimant's right to bring an action under section 502(a) of ERISA

If your claim is denied, in whole or in part, upon review, you may commence a civil action under ERISA no later than one hundred eighty (180) calendar days after you receive written notice of the denial.

Benefits under this Plan will be paid only if the Trustees decide in their discretion that the applicant is entitled to them.

PART C.

YOUR RIGHTS UNDER ERISA

As a Participant in the Road Carriers Local 707 Pension Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan Participants shall be entitled to:

Receive Information About Your Plan and Benefits

- Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

- Obtain upon written request to the Plan Administrator, copies of documents governing the operation of the Plan including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Plan Administrator may make a reasonable charge for the copies.

- Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each Participant with a copy of this summary annual report.

- Obtain a statement telling you whether you have a right to receive a pension at normal retirement age (age 65) and if so, what your benefits would be at normal retirement age if you stopped working under the Plan now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and it is not required to be given more than once every 12 months. The Plan must provide the statement free of charge.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for Plan Participants ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan Participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a pension benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to $110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in Federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance with Your Questions

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest Office of the Pension and Welfare Benefits Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

PART D.

QUALIFIED DOMESTIC RELATIONS ORDER

Effective January 1, 1985, the Plan is required to comply with certain court orders (or judgments, decrees or approved property settlements) requiring distribution of a Participant's benefits under the Plan to his or her spouse or dependent in order to meet the Participant's alimony, marital property rights, or dependent support obligations.

The term "Alternate Payee" means any spouse, former spouse, child, or other dependent of a Participant who is recognized by a Domestic Relations Order as having a right to receive all, or a portion of, the benefits payable under the Plan with respect to such Participant.

The Plan prohibits the creation, assignment, or recognition of a right to any benefit payable with respect to a Participant pursuant to a Domestic Relations Order, except that this prohibition shall not apply if the Order is determined to be a Qualified Domestic Relations Order. As required by law, the Plan does provide for the payment of benefits in accordance with the applicable requirements of any Qualified Domestic Relations Order.

The Trustees will treat any such Order received by the Plan as a Qualified Domestic Relations Order if they determine that the following requirements (1), (2), and (3) are all satisfied:

(1) The Order must be a "Domestic Relations Order," meaning any judgment, decree, or order (including approval of a property settlement agreement) which:

(a) relates to the provision of child support, alimony payments, or marital property rights to a spouse, former spouse, child, or other dependent of a Participant, and

(b) is made pursuant to a State domestic relations law (including a community property law).

(2) The Order must clearly specify:

(a) the name and last known mailing address (if any) of the Participant and the name and mailing address of each Alternate Payee covered by the Order,

(b) the amount or percentage of the Participant's benefits to be paid by the Plan to each such Alternate Payee (or the manner in which such amount or percentage is to be determined),

(c) the number of payments or period to which the such Order applies, and

(d) each plan to which such Order applies.

(3) The Order:

(a) does not require the Plan to provide any type or form of benefit, or any option, not otherwise provided under the Plan,

(b) does not require the Plan to provide increased benefits (determined on the basis of actuarial value), and

(c) does not require the payment of benefits to an Alternate Payee which are required to be paid to another Alternate Payee under another Order previously determined to be a Qualified Domestic Relations Order.

The Plan has established written reasonable procedures to determine the Qualified status of Domestic Relations Orders and to administer distributions under such Qualified Orders. A copy of these procedures is available without charge upon request to the Fund Office.

PART E.

PLAN INFORMATION

As required by the Employee Retirement Income Security Act of 1974 (ERISA):

(1) Plan Name: Road Carriers - Local 707 Pension Plan.

(2) Plan Sponsor: Board of Trustees of the Road Carriers - Local 707 Pension Fund.

Fund Office: 14 Front Street, Suite 301
Hempstead, NY 11550-3645
(516) 486-7100 or (800) 366-3707

(3) Plan Sponsor's Employer Identification Number: 51-6106510.

(4) Plan Number: 001.

(5) Original Effective Date: December 1, 1950.

(6) Plan Year: September 1 through August 31. The Plan's financial records are maintained on a Plan Year basis.

(7) Plan Credit Year: January 1 through December 31. Pension Credit and Vesting Service under the Plan are credited on a Plan Credit Year basis.

(8) Type of Plan: A defined benefit Pension Plan, the contributions to which are negotiated and the benefits of which are determined by the Trustees.

(9) Plan Administrator: Board of Trustees of the Road Carriers – Local 707 Pension Fund, 14 Front Street, Suite 301, Hempstead, NY 11550, (516) 486-7100.

(10) Collective Bargaining Agreement: The Plan is maintained in accordance with a collective bargaining agreement between the Highway and Local Motor Freight Dockmen and Helpers Local Union No. 707, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers, which you may examine at the Fund Office during normal business hours. You may obtain a copy of this agreement upon written request to the Plan Administrator.

(11) Contributing Employers: You may receive from the Plan Administrator, upon written request, information as to whether a particular employer

is a Contributing Employer under the Plan, and if so, the employer's address.

(12) Joint Board of Trustees: The following individuals make up the Board of Trustees:

Kevin McCaffrey Local 707 – Pension Fund 14 Front Street, Suite 301 Hempstead, NY 11550	Peter Hassler Local 707 – Pension Fund 14 Front Street, Suite 301 Hempstead, NY 11550
Vincent Cangelosi Local 707 – Pension Fund 14 Front Street, Suite 301 Hempstead, NY 11550	Tom Ventura Local 707 – Pension Fund 14 Front Street, Suite 301 Hempstead, NY 11550

(13) Agent for the Service of Legal Process: Mr. David Stewart, Road Carriers Local 707 Pension Fund, 14 Front Street, Suite 301, Hempstead, NY 11550, (516) 486-7100. Service of legal process may also be made upon the Board of Trustees or the Plan Administrator.

(14) Pension Benefit Guaranty Corporation (PBGC) Insurance: Your pension benefits under this multiemployer Plan are insured by the Pension Benefit Guaranty Corporation (PBGC), a federal insurance agency. A multiemployer plan is a collectively bargained pension arrangement involving two or more unrelated employers, usually in a common industry.

Under the multiemployer plan program, the PBGC provides financial assistance through loans to plans that are insolvent. A multiemployer plan is considered insolvent if the plan is unable to pay benefits (at least equal to the PBGC's guaranteed benefit limit) when due.

The maximum benefit that the PBGC guarantees is set by law. Under the multiemployer program, the PBGC guarantee equals a participant's years of service multiplied by (1) 100% of the first $11 of the monthly benefit accrual rate and (2) 75% of the next $33. The PBGC's maximum guarantee limit is $35.75 per month times a participant's years of service. For example, the maximum annual guarantee for a retiree with 30 years of service would be $12,870.

The PBGC guarantee generally covers: (1) Normal and early retirement benefits; (2) disability benefits if you become disabled before the Plan becomes insolvent; and (3) certain benefits for your survivors.

The PBGC guarantee generally does not cover: (1) Benefits greater than the maximum guaranteed amount set by law; (2) benefit increases and new benefits based on Plan provisions that have been in place for fewer than 5 years at the earlier of: (i) the date the Plan terminates or (ii) the time the Plan becomes insolvent; (3) benefits that are not vested because you have not worked long enough; (4) benefits for which you have not met all of the requirements at the time the Plan becomes insolvent; and (5) non-pension benefits, such as health insurance, life insurance, certain death benefits, vacation pay, and severance pay.

For more information about the PBGC and the benefits it guarantees, ask your Trustees or contact the PBGC's Technical Assistance Division, 1200 K Street, N.W., Suite 930, Washington, D.C. 20005-4026 or call (202) 326-4000 (not a toll-free number). TTY/TDD users may call the federal relay service toll-free at 1-800-877-8339 and ask to be connected to (202) 326-4000. Additional information about the PBGC's pension insurance program is available through the PBGC's website on the Internet at http://www.pbgc.gov.

PART F.

HISTORICAL INFORMATION (FOOTNOTES)

JOINING THE PLAN

[1] Prior to September 1, 1999, you became a Participant on the earliest August 1 or February 1 following completion of a period of 12 consecutive months during which you completed at least 1,000 Hours of Service in Covered Employment. The required Hours of Service may also have been completed in other employment with an Employer if that other employment was continuous with your Covered Employment with that Employer.

[2] Hours worked before August 1, 1976 were generally only counted when contributions were received from your Employer for such Hours.

[3] Prior to August 1, 1976, a One-Year Break-in-Service was not defined and only a Permanent Break-in-Service was relevant.

EARNING A PENSION

[4] For Plan Credit Years between August 1, 1976 and December 31, 1999, if you completed a year of Vesting Service but less than 250 Hours of Service in Covered Employment, you were credited with a pro-rated portion of a full Pension Credit in the ratio of Hours of Service to 1,000.

For Plan Credit Years between August 1, 1954 and July 31, 1976, you will be credited with ¼ Pension Credit for each Plan Credit Year quarter in which you worked at least 25 days in Covered Employment. From November 1, 1956 through July 31, 1976, a Plan Credit Year quarter was each 3-month period commencing on February 1, May 1, August 1, and November 1. From August 1, 1954 through October 31, 1956, a Plan Credit Year quarter was each 3-month period commencing on March 1, June 1, September 1, and December 1.

For Plan Credit Years between August 1, 1950 and July 31, 1954, you will be credited with ¼ Pension Credit for each Plan Credit Year quarter in which you worked at least 36 days in Covered Employment. A Plan Credit Year quarter for this period was each 3-month period beginning on March 1, June 1, September 1, and December 1.

For Plan Credit Years between January 1, 1937 and August 1, 1950, you will be credited with Pension Credits as reported to the Plan by the International Brotherhood of Teamsters Local 807 Pension Fund.
No Pension Credits will be granted for employment prior to January 1, 1937.

EARNING VESTING SERVICE

[5] You will not be entitled to credit toward a Year of Vesting Service for years prior to January 1, 1971, unless you earn at least 3 Years of Vesting Service after December 31, 1970. You also will not be entitled to credit toward a Year of Vesting Service for years prior to a Permanent Break-in-Service for periods prior to August 1, 1976.

[6] Prior to January 1, 2005, if you were vested when you incurred a One-Year Break-in-Service, the benefit amount payable on your retirement for service prior to the One-Year Break-in-Service will be based on the benefit level in effect prior to your initial One-Year Break-in-Service, but not later than December 31, 2004.

If you subsequently earn additional Pension Credit after returning from a Break-in-Service based only on service under this Plan (and not combined service with another pension plan with which the Plan has a Reciprocal Agreement), the benefit amount payable on retirement for such subsequent Pension Credit will be based on the benefit level in effect at the time you last earn 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 you last earned Pension Credit, and (ii) ends 12 months later, but not later than December 31, 2004, or if earlier, on your effective date of pension.

However, if you subsequently earn at least as many Pension Credits (based only on service under this Plan) as you had One-Year Breaks-in-Service, but not less than 3 Pension Credits in 3 consecutive Plan Credit Years, the benefit amount for <u>all</u> of your Pension Credit based on service under this Plan will be based on the benefit level in effect at the time you 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 occurs during the period that (i) begins on the last day of the calendar year quarter in which you last earned Pension Credit, and (ii) ends 12 months later, but not later than December 31, 2004, or if earlier, on your effective date of pension.

Prior to August 1, 1976, the Plan did not define a One-Year Break-in-Service. Years of Vesting Service and Pension Credit were cancelled when you incurred a Permanent Break-in-Service.

[7] Between August 1, 1976 and August 31, 1987, you incurred a Permanent Break-in-Service if you had consecutive One-Year Breaks-in-Service (including at least one after August 1, 1976) that equaled or exceeded the number of Years of Vesting Service with which you had been credited, provided that you also lacked Pension Credit for 20 consecutive pension quarters.

Between September 1, 1950 and July 31, 1976, you incurred a Permanent Break-in-Service if you lacked Pension Credit for 20 consecutive pension quarters. Prior to September 1, 1950, you incurred a Permanent Break-in-Service if you lacked Pension Credit for 12 consecutive pension quarters.

Prior to August 1, 1976, the following quarters were not counted toward the number of consecutive calendar quarters constituting a break in the continuity of your Pension Credit:

- Those quarters in which the lack of creditable employment was due to disability which is non-compensable under a Workmen's Compensation Law but not more than a total of 12 such quarters, inclusive of any period for which Pension Credit may be granted. For such purposes, disability means inability because of injury or disease to engage in Covered Employment. You bear the burden of proving such disability to the satisfaction of the Board of Trustees.

- Those quarters in which a lack of creditable employment was due to a disability which is compensable under a Workmen's Compensation Law but not more than a total of 12 such quarters, regardless and non-inclusive of any period for which Pension Credit may be granted. For such purposes, disability means inability because of injury or disease to engage in Covered Employment, and from which such disability arose in, and out of, the course of Covered Employment. You bear the burden of proving such disability to the satisfaction of the Board of Trustees.

- Those quarters in which absence from creditable employment was due to your assignment to employment by your Employer (either as to nature and/or geographical location) not covered by the Plan, provided that you have Pension Credit for Covered Employment for at least 12 pension quarters subsequent to such non-covered employment.

[8] Between September 1, 1996 and December 31, 2004, if you incurred a Permanent Break-in-Service prior to January 1, 2005 before vesting, you forfeited the Pension Credits that you accrued prior to the beginning of the Permanent Break-in-Service. However, if you later resumed participation in the Plan by meeting the eligibility requirements as set forth in the Plan, and subsequently earned 10 Pension Credits in 10 consecutive Plan Credit Years based only on service under this Plan (exclusive of any combined service with a Related Plan – see "Reciprocal Pension"), the Pension Credits that you earned prior to the beginning of your Permanent Break-in-Service will be restored. In addition, if you earned at least as many years of Pension Credits (based only on service under this Plan) as you had One-Year Breaks-in-Service, the benefit amount for all of your Pension Credit based on service under this Plan will be based on the benefit level in effect at the time you 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 occurs during the period that (i) begins on

the last day of the calendar year quarter in which you last earned Pension Credit, and (ii) ends 12 months later, but not later than December 31, 2004, or if earlier, on your effective date of pension.

Prior to September 1, 1996, forfeited credits were not restored, even if you resumed participation and earned 10 Pension Credits in 10 consecutive Plan Credit Years.

[9] Between August 1, 1976 and August 31, 1999, if you had at least 10 Years of Vesting Service, you had a nonforfeitable right to 100% of your accrued benefit derived from employer contributions. Prior to August 1, 1976, 15 years of Pension Credit or Combined Service Credit were needed to qualify for any benefit (other than a Disability Pension).

PENSION BENEFITS – NORMAL RETIREMENT PENSION

[10] Prior to January 1, 1976, 15 Pension Credits were required for a Normal Retirement Pension. Between January 1, 1976 and August 31, 1999, 10 Pension Credits were required for a Normal Retirement Pension.

[11] Prior to January 1, 2005, the Normal Retirement Pension was a monthly pension benefit equal to the number of your Pension Credits multiplied by the applicable benefit level under the plan.

[12] The amount of the Employer Contribution is based in part on the Employer's contribution rate which may not exceed $4.3975; provided, however, that such contribution rate may not exceed the rate in effect as of December 31, 2004 for any Contributing Employer obligated to contribute to the Plan at a rate lower than the contribution rate established under the National Master Freight Agreement.

[13] Please refer to the chart below titled "National Master Freight Agreement Normal Retirement Pension Benefit Levels" to see which benefit level applies to you.

National Master Freight Agreement Normal Retirement Pension Benefit Levels

Effective Date of Pension	Benefit Level
On and after July 1, 2000 and prior to January 1, 2005	$115.00
On and after April 1, 1998 and prior to July 1, 2000	$100.00
On and after September 1, 1997 and prior to April 1, 1998	$89.16