AMENDMENT AND RESTATEMENT OF ROOFERS LOCAL NO. 149 PENSION PLAN

December, 2013

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AMENDMENT AND RESTATEMENT OF ROOFERS LOCAL NO. 149 PENSION PLAN

WHEREAS, the Amendment and Restatement of Roofers Local 149 Pension Fund Declaration and Agreement of Trust ("Trust") grants the Trustees authority to adopt and amend a plan of benefits; and

WHEREAS, the Trustees have previously adopted the Roofers Local No. 149 Pension Plan ("Plan"), which was restated on June 1, 1989, June 1, 2001, June 1, 2004, and June 1, 2008;

WHEREAS, the Roofers Local 192 Pension Fund ("192 Fund") was merged into the Roofers Local 149 Pension Fund ("Fund") effective June 1, 2004 (the "Merger"), with the intention that separate plans of benefits be maintained for Detroit and Mid-Michigan Participants;

WHEREAS, the Mid-Michigan Pension Plan is attached to the Detroit Plan as Addendum A and the terms of the Detroit Plan apply to the Mid-Michigan Plan unless otherwise indicated or unless a contrary provision exists in the Mid-Michigan Plan, in which case the terms of the Mid-Michigan Plan control;

WHEREAS, the Trustees desire to further restate the Plan in order to submit same for a letter of determination;

NOW, THEREFORE, effective December 14, 2009, the Trustees amend and restate the Plan in its entirety as follows:

ARTICLE I - DEFINITIONS

Accrued Benefit shall mean the monthly amount of the normal retirement benefit payable as of a Participant's Normal Retirement Age, based on the Credited Service earned by such Participant, and Contributions made to the Fund on behalf of such Participant as of the date such determination is made.

Act means the Employee Retirement Income Security Act of 1974 (ERISA), as it may be amended from time to time.

Actuarial Equivalent means a benefit of equal value to the benefit for which it is substituted.

Except as otherwise provided in this Section, the value of both benefits shall be based on the UP 1984 Mortality Table and an interest rate, compounded annually, as follows: June 1, 1989 until May 31, 1992 the interest rate shall be seven and one-half (7 1/2%) percent and effective June 1, 1992 the interest rate shall be increased to eight (8%) percent.

Effective June 1, 2000, for purposes of determining lump sum benefits and for the calculation of Internal Revenue Code Section 415 benefit limitations, the value of both benefits shall be based on the Applicable Mortality Table and the Applicable Interest Rate.

Prior to June 1, 2008, the Applicable Mortality Table is the mortality table described in IRC regulation section 1.417(e)-1(d)(2). The Applicable Interest Rate is the annual rate of interest on 30-year Treasury securities, as published in April of any given year and will be effective on June 1 of that same year and remain in effect until the end of the Plan Year. Effective June 1, 2008 the Applicable Mortality table is the mortality table prescribed by the Internal Revenue Service under Code Section 417(e)(3)(B) and ERISA Sec. 205(g)(3)(B)(i) as amended by the Pension Protection Act of 2006 ("PPA"), and the Applicable Interest Rate means the interest rate prescribed by the Internal Revenue Service under Code Section 417(e)(3)(C) and ERISA Sec. 205(g)(3)(B)(ii) as amended by PPA.

Administrator means the person or entity who may be designated by the Trustees to administer the Plan.

Age means age at nearest birthday.

Anniversary Date means June 1st.

Association means the Southeastern Michigan Roofing Contractors Association, Inc.

Beneficiary means the person or persons designated as provided in Article VI to receive the benefits which are payable under the Plan upon or after the death of a Participant. The status of a spouse as Beneficiary shall terminate immediately upon the entry of a judgment or decree of divorce between the Participant and his/her spouse. The former spouse shall be recognized as a Beneficiary following the entry of such judgment or decree only if designated by a qualified domestic relations order or if designated by the Participant on a form prescribed and furnished by the Trustee as a beneficiary after the entry of the judgment or decree.

Break in Service shall have the meaning described in Section 3.3 hereof.

Collective Bargaining Agreement shall mean any contract entered into between the Union and the Association or any Employer under which the Employer has agreed to contribute to the Pension Fund and any renewal or extension thereof.

Code means the Internal Revenue Code of 1986, as amended or replaced from time to time.

Contributions shall mean the payments made or required to be made to the Pension Fund by the Employers. Employer contributions become vested plan assets at the time they become due and owing to the Fund.

Covered Employment means employment with an Employer, for which the Employer has agreed to a written Collective Bargaining Agreement with the Union, or other written agreement, to contribute to the Pension Fund.

Credited Service means the sum of service with Employers credited in accordance with Section 3.2 for purposes of determining the Employee's eligibility for and the amount of his retirement benefit.

Effective Date of this Plan is June 1, 1962. The Effective Date of this Amendment and Restatement shall be June 1, 2008, except as otherwise provided herein.

Employee means (a) a journeyman roofer, apprentice roofer, or probationary apprentice covered by a Collective Bargaining Agreement, written or oral, express or implied, between his Employer and the Union; (b) all Active Employees employed by the Union, on whose behalf the Union is required to make contributions to the Fund; or (c) Active Employees of any apprenticeship fund on whose behalf such fund is required to make contributions to the Fund.

The Plan adopts the "alumni rule" as set forth in Treasury Regulation §1.410(b)-6(d)(2)(ii) for the purpose of defining a "collectively bargained employee" under the Internal Revenue Code.

Employer means any employing unit which is a member of the Association or any employing unit engaged in the roofing industry which is presently in force or which hereafter executes a Collective Bargaining Agreement with the Union, requiring such employment units to contribute to the Fund. Employer also means the Union, an apprenticeship fund, or any Board of Trustees, Committee or other agency(including the Building Trades Council or any other trade council) to the extent, and solely to the extent, that it acts in the capacity of an Employer for its Employees and on whose behalf it is required to make Contributions to the Fund. Employer also means any employing unit which is a member of the Professional Roofing Organization for the Mid-Michigan Area.

Family Member means, with respect to an affected Participant, such Participant's Spouse and such Participant's lineal descendants and ascendants and their Spouses, all as described in Code Section 414(q)(6)(B).

Home Area means a Participant's home area as determined by the level playing field provisions of the collective bargaining agreement under which he/she works.

Hour of Service:

(a) is each hour for which an Employee is paid or entitled to payment by a Contributing Employer on account of a period of time during which actual duties are performed;

(b) an Hour of Service shall be granted for each hour for which back pay, irrespective of mitigation of damages, is either awarded or agreed to the by a contributing Employer, to the extent that such award or employment is intended to compensate the Employer for periods during which the Employee would have been engaged in the performance of duties for the Employer;

(c) reasons other than the performance of duties (such as vacation, jury duty, sick leave or disability, but excluding payments made or due under any workers' compensation, unemployment compensation, or disability insurance laws), irrespective of whether or not the employment relationship has terminated, and such hours shall be credited to the computation period(s) to which they pertain, except that no more than five hundred one (501) "Hours of Service" shall be credited to any Employee for any single continuous period during which the Employee performs no duties (whether or not such period occurs in a single Plan Year); and

(d) Hours of Service during which an Employee is absent from work due to entering the Armed Forces of the United States shall be credited in accordance with Section 3.3.

All Hours of Service shall be credited in accordance with Department of Labor Regulation 2530.200b-3(d).

Late Retirement Date of a Participant who remains employed after his Normal Retirement Date shall be the first day of the month following the date the Participant's employment with the Employer terminates, or if earlier, the first day of the calendar month in which the Participant is credited with forty (40) or fewer Hours of Service.

Normal Retirement Date means the first day of the month following the Participant's attainment of Normal Retirement Age, as set forth in Art. IV, Sec. 4.3.

Participant shall mean an Employee who has met the eligibility requirements for participation as set forth herein. Once an Employee becomes a Participant, he shall remain a Participant until his permanent Break in Service, normal, early, or special retirement, death or other termination of participation upon which occasion he shall thereafter be referred to as a normal or early retiree, deceased Participant or former Participant, whichever is applicable.

(a) the term "Active Participant" shall mean a Participant who has not yet become a retired, deceased or former Participant and who has not suffered a Break in Service;

(b) the term "Inactive Participant" shall mean a Participant who has not yet become a retired, deceased or Vested Former Participant and who has suffered a Break in Service;

(c) the term "Detroit Participant" shall mean a Participant whose Home Area pursuant to the collective bargaining agreement under which he/she works is Detroit;

(d) the term "Mid-Michigan Participant" shall mean a Participant whose Home Area pursuant to the collective bargaining agreement under which he/she works is Flint.

Pension Fund or Fund means the fund created by the Roofers Local No. 149 Pension Fund Declaration and Agreement of Trust as Amended and Restated June 1, 1989, and thereafter amended and restated. In addition, these terms shall refer to the assets of the Plan and Fund as the same shall exist from time to time.

Pension Plan or Plan shall mean the Amendment and Restatement of Roofers Local No. 149 Pension Plan, as the Trustees may from time to time adopt and amend.

Plan Year means the year commencing June 1st and ending the following May 31st.

Present Value of Accrued Benefit means the Actuarial Equivalent lump-sum amount of a Participant's Accrued Benefit at date of valuation. Notwithstanding the foregoing, the Present Value of Accrued Benefit for the determination of Top Heavy Plan status shall be made exclusively pursuant to the provisions of Section 2.2.

Social Security Retirement Age means the age used as the retirement age under Section 216(1) of the Social Security Act, except that such section shall be applied without regard to the age increase factor and as if the early retirement age under Section 216(1)(2) of such Act were 62.

Spouse or Surviving Spouse shall mean: (a) the Participant's legal Spouse at the time the Participant's benefit payments commence; or (b) the Participant's legal Surviving Spouse to whom he had been married during the 1 year period preceding the Participant's date of death in the case of benefits payable as a Qualified Pre-retirement Survivor Annuity, as set forth in Section 6.1. A former Spouse will be treated as the Spouse or Surviving Spouse to the extent provided under a Qualified Domestic Relations Order, as described in Section 414(p) of the Internal Revenue Code. Further, "Spouse" or "Surviving Spouse" as used in this Plan means the individual recognized as the legal spouse of the Participant under the federal Defense of Marriage Act.

Trustees means the persons named as Trustees as set forth in the Trust, and any successors.

Union means the United Union of Roofers, Waterproofers and Allied Workers Local No. 149.

Vested means the portion of a Participant's benefits under the Plan that are non-forfeitable.

Vested Former Participant means any Inactive Participant who terminates Covered Employment prior to attainment of his Retirement Age and is eligible for a retirement benefit in accordance with Section 4.7.

ARTICLE II - EFFECT OF AMENDMENTS

Except as otherwise set forth in this Plan or as otherwise required by law, the benefits of an Inactive Participant shall be determined in accordance with the provisions of the Plan in effect at the time he/she became an Inactive Participant and subsequent Plan amendments shall be disregarded. Except as otherwise set forth in this Plan or otherwise required by law, the benefits

of a Pensioner (and his/her Surviving Spouse, if any) shall be determined in accordance with the provisions of the Plan in effect on the annuity starting date and subsequent Plan amendments shall be disregarded.

ARTICLE III - ELIGIBILITY AND SERVICE

This Article III sets forth the eligibility and service requirements for Detroit Participants only. Eligibility and service requirements for Mid-Michigan Participants shall be determined by reference to the Pension Plan for Mid-Michigan Participants, attached as Addendum A.

3.1 Eligibility

An individual shall become a Participant the earlier of (a) the first day of the first Plan Year beginning after the date he has earned one year of Credited Service, or (b) the date six months after he has earned one year of Credited Service.

3.2 Credited Service

(a) Service prior to June 1, 1962 (Past Service)

With respect to periods prior to June 1, 1962, Past Service shall be credited as follows:

(1) An Employee shall be credited with Past Service to the nearest one-eighth year during the last continuous period immediately prior to June 1, 1962, in which he was an active member, in good standing, in the Union. Military service in the armed forces of the United States shall be treated, for purposes of this paragraph (1), as if it were a period of active membership in good standing in the Union. In all regards, the provisions of this paragraph (1) are subject to the limitations of Section 3.4.

(2) An Employee, not covered above, who is no longer a Union Member but who was actively at work for an Employer during the Plan Year ending May 31, 1963, and for whom Contributions were paid into the Fund, shall be credited with Past Service to the nearest one-eighth year for years in which he was a member in good standing in the Union from June 1, 1952 through May 31, 1962, and with Credited Service to the nearest one-eighth year for the year June 1, 1962 through May 31, 1963 provided he was a member in good standing in the Union for that year.

(3) An Employee, unemployed during the Plan Year June 1, 1962 through May 31, 1963 due to illness or accident, shall be credited with service to the nearest one-eighth year during the last continuous period immediately prior to June 1, 1962 in which he was a member in good standing in the

Union, provided one year of Contributed Service has been established without a Break in Service as set forth in the Plan.

(4) An Employee eligible under the Plan, shall receive no more than 10 years of Past Service prior to June 1, 1962. No service prior to June 1, 1952 shall be credited as Past Service.

(b) Service After June 1, 1962

(1) Commencing with the Effective Date Of the Plan, Credited Service shall be computed for each Plan Year and credited to each Employee on the basis of total hours of contributions during such Plan Year. A minimum of one hundred and twenty (120) hours of contributions is necessary and sufficient to give the Employee one (1) year of Credited Service for the year for the purpose of determining his eligibility for benefits. For the Plan Years beginning June 1, 1976, an Employee who lacks the one hundred twenty (120) hours of contributions, but who has one thousand (1,000) Hours of Service shall be given one (1) year of Credited Service.

Effective for each Plan Year commencing on or after June 1, 2005, a minimum of 500 hours of contributions are necessary to give an Employee one year of Credited Service. An Employee who lacks the 500 hours of contributions, but who has 1,000 Hours of Service shall be given one year of Credited Service.

(2) An Employee shall be credited with contributions for the actual hours worked in each Plan Year. Salaried and other Non-Union Employees shall be credited with contributions accrued and paid by an Employer for a maximum of two thousand and eighty (2,080) hours in each Plan Year, based on a forty (40) hour week.

An Employee's Credited Service under the Plan shall be the sum of his Past Service and Contributed Service after June 1, 1962, as set forth respectively in Subsections (a) and (b) above.

3.3 Loss of Service

(a) Termination of Employment

Subject to possible reinstatement under Section 3.4, a Non-Vested Participant who, prior to becoming eligible for a retirement benefit incurs a Break in Service, shall lose all Credited Service.

(b) Break in Service

(1) On or after June 1, 1962, an Employee, who prior to becoming eligible for a retirement benefit, (i) is discharged or terminates his employment and (ii) has not earned Credited Service for a period of at least 2 Plan Years, will be deemed to have incurred a Break in Service. In addition, on or after June 1, 1976 a Participant who earns 500 or less Hours of Service in the then current or next succeeding Plan Year will be deemed to have incurred a Break in Service as of the beginning of the Plan Year in which the Participant fails to earn at least 501 Hours of Service.

(2) No Break in Service shall be deemed to have occurred, and there shall be no loss of prior Credited Service if the lack of Credited Service is attributed to:

(i) Occupational disability, regardless of origin, for a period not to exceed 3 years. An Employee shall be deemed to be occupationally disabled within the meaning of this Section only if the Board of Trustees shall find, on the basis of medical or other evidence, that he has been totally disabled by bodily injury or disease so as to be prevented thereby from engaging in employment at his regular trade. An Employee shall make written application to the Board of Trustees for recognition of his disability under this Section. An Employee applying for such recognition shall be required to submit to an examination by a competent physician or physicians selected by the Board of Trustees, and shall be required to submit to reexamination when it shall be deemed necessary by the Board of Trustees to make a determination concerning his physical or mental conditions; or

(ii) Lack of sufficient Covered Employment for an Employee who has remained available for such work, up to 2 years. Continued membership in good standing in the Union shall establish a rebuttable presumption that the Employee has remained available for Covered Employment; or

(iii) Service as an Employee of the Union or of the Roofers International Association; or

(iv) Any Board of Education Employee or any Employee after his Employer ceases to have an obligation to contribute to this Pension Fund as a result of changes in the Collective Bargaining Agreement negotiated by the Greater Detroit Building Trades Council and/or the Union, provided such Employee has been credited with at least 5 years of Credited Service but not 10 in the

Plan and provided such Employee continues to be a member of the Union. The benefit to be paid to such former participant will be the benefit rate in effect on the last day of the Plan Year in which contributions were last received on his behalf. The minimum pension amount will not apply to such Employees. In other words, the pension rate percentage in effect on the last day of the Plan Year in which contributions were last received multiplied by the Employer contributions will provide the benefit amount to be paid to such Employee.

(v) Military Service. Notwithstanding any provision of this Plan to the contrary, effective December 12, 1994, contributions, benefits and service credit with respect to qualified military service will be provided in accordance with Section 414(u) of the Internal Revenue Code.

The following procedures shall be used to implement Section 414(u) of the Internal Revenue Code:

(A) Notification: Prior to entering military service, a Participant is required to provide advance written or verbal notice to his employer unless giving such notice is precluded by military necessity or is otherwise impossible or unreasonable.

(B) Disclosure Requirement: Upon application for re-employment, a Participant shall be required to provide documentation to establish the timeliness of his application for re-employment (A copy of the Participant's discharge papers shall be sufficient).

(C) Crediting Military Service: To determine the number of hours to be credited for military service, the Board of Trustees shall review the Participant's work history during a period equal to at least two times the amount of time spent in military service.

(D) Allocation of Liability: Liability associated with the crediting of military service shall be added to all other Plan liabilities for a particular Plan year and funded in the same manner as any other Plan liability.

(E) Service and Discharge: Credit will be given under this section only if service is for no more than 5 years, unless

extended at the government's request, and the Participant is discharged under honorable conditions.

(F) Return to Work: A Participant will only be entitled to the benefits of this section regarding Military Leave if he/she returns to work under the Collective Bargaining Agreement within the following time frames: (1) for uniformed service of less than 31 days, by the next work day after the end of service plus eight hours, or as soon as possible after the end of the eight-hour period if reporting earlier is impossible through no fault of the Participant; (2) for service of more than 30 days but less than 181 days, within 14 days of completing the service, or the next full calendar day if returning earlier is impossible through no fault of the Participant; or (3) for service of more than 180 days, within 90 days after completion of the service.

(vi) An Employee's failure to earn sufficient Hours of Service in a Plan Year due to a maternity or paternity leave, as defined in IRC Section 410 (a)(5)(E), shall not constitute a Break in Service and such maternity and paternity leave shall be considered as service for purposes of Years of Service under the Plan, pursuant to the provision set forth in IRC Section 410(a)(5)(E) and provided that the Employee complies with all of the requirements of Federal law in effect on the date of his separation from such service.

(vii) A period of time during which the Employee is receiving a disability benefit under § 4.6.

3.4 Re-Employment

(a) Re-Employment of a Non-Vested Former Participant

If a former Participant who had a Break in Service prior to retirement and was not a Vested Former Participant is subsequently re-employed by the Employer, the Participant shall have his Credited Service reinstated only if he meets any of the following conditions:

(1) If the period of time from the Participant's last Break in Service to his re-employment date is less than the Participant's Credited Service as of his last Break in Service.

(2) With respect to a prior Participant whose last Break in Service occurred on or after June 1, 1976, but prior to May 31, 1985, and whose re-employment date occurs on or after June 1, 1985, if the period of time

from the Participant's last Break in Service to June 1, 1984 is less than such Participant's Credited Service as of his last Break in Service and if the period of time from his last Break in Service to his re-employment date is less than 5 years.

(3) With respect to a Break in Service which occurred on or after June l, 1985, if the period of time from the Participant's last Break in Service to his re-employment date is less than 5 years.

If the Participant does not meet any of the conditions set forth above, his prior Credited Service shall not be reinstated.

(b) Re-Employment of a Vested Former Participant

If a Vested Former Participant is re-employed by the Employer prior to retirement he will immediately become covered by the Plan as of his re-employment date, and on such Participant's subsequent retirement or Break in Service:

(1) his eligibility for a benefit shall be based on his Credited Service prior to his date of a Break in Service plus his Credited Service subsequent to his last date of coverage, and

(2) the amount of his benefit will be redetermined based on his Credited Service as of his last date of Break in Service, plus his Credited Service accrued subsequent to his re-employment date.

(c) Re-Employment After Retirement

A Retired Participant who is re-hired by the Employer shall have his Credited Service treated in the manner set forth in Section 5.9.

ARTICLE IV - RETIREMENT BENEFITS

This Article IV sets forth the Retirement Benefits for Detroit Participants only. Eligibility for benefits under this Article are based solely upon Years of Credited Service or Covered Employment earned as a Detroit Participant. Retirement benefits available for Mid-Michigan Participants shall be determined by the Pension Plan for Mid-Michigan Participants, attached as Addendum A. Eligibility for benefits under the 192 Plan are based solely upon Years of Credited Service or Covered Employment earned as a Mid-Michigan Participant. Notwithstanding the foregoing, Section 4.1 below applies to Detroit and Mid-Michigan Participants.

4.1 Applications for Pension Benefits

As a condition for receiving pension benefits, a Participant shall be required to complete, execute and file with the Trustees a pension application on a form provided by the Trustees. A Participant who is eligible for normal retirement benefits and who has properly filed the required application shall be known as a "Normal Retiree." A Participant eligible for early retirement benefits who has properly filed the required application shall be known as an "Early Retiree."

4.2 Benefits Determined as of Date of Retirement or Termination of Employment

Notwithstanding any terms of the Plan or this SPD to the contrary, the retirement benefit payable to a retired or terminated Participant shall be determined in accordance with the provisions of the Plan as in effect at the time of such retirement or termination of employment including any increases approved by the Trustees which are applicable to such Participants subsequent to their retirement or termination of employment.

4.3 Normal Retirement Benefits

(a) Eligibility.

(1) Any Active Participant, who has reached the Normal Retirement Age of 60 years and who has 5 years of Covered Employment, shall be eligible to receive his normal retirement pension on that portion of his benefit which accrued prior to June 1, 2005, on the first day of the month following the date of his total withdrawal from Covered Employment and the receipt of his application therefore.

(2) Any Active Participant, who has reached the Normal Retirement Age of 65 years and who has 5 years of Covered Employment, shall be eligible to receive his normal retirement pension on that portion of his benefit which accrued on or after June 1, 2005, on the first day of the month following the date of his total withdrawal from Covered Employment and the receipt of his application therefore.

(b) Amount. The normal monthly retirement benefit for any eligible Participant shall be an amount determined as follows:

(1) A Participant retiring on his Normal Retirement Date on or after June 1, 1988 shall be eligible for a Normal Retirement Benefit equal to the sum of (i), (ii), (iii), and (iv), below, provided that the minimum monthly benefit shall not be less than $185.50 and that the maximum monthly benefit shall not exceed 1,800.00 for Participants retiring on or after June 1, 1988; $2,000.00 for Participants retiring on or after June 1, 1990; $2,400.00 for Participants retiring on or after June 1, 1991; $2,600.00 for Participants retiring on or after June 1, 1992; $2,800.00 for Participants retiring on or after June 1, 1995; $3,000.00 for Participants retiring on or after June 1,

1996; $3,400.00 for Participants retiring on or after June 1, 1997; $3,800.00 for Participants retiring on or after June 1, 1998; $4,000.00 for Participants retiring on or after June 1, 1999; $5,500.00 for Participants retiring on or after June 1, 2002; $6,000.00 for Participants retiring on or after June 1, 2006; $7,000 for Participants retiring on or after June 1, 2008 and

(i) 4.0% of the amount contributed into the Fund on or before May 31, 2003, on behalf of the Participant; plus

(ii) Two dollars for each year of Credited Service prior to June 1, 1962 as provided in Section 3.2; plus

(iii) 13.15 cents per hour worked from June 1, 2003, through May 31, 2006; plus

(iv) 13.40 cents per hour worked from June 1, 2006, through May 31, 2008; plus

(v) For Plan Year 6/1/08-5/31/09, the greater of: (A) 13.40 cents per hour worked from 6/1/08 through 9/30/08; or (B) 12.85 cents per hour worked 6/1/08 through 5/31/09; plus

(vi) 12.85 cents per hour worked from June 1, 2009, through June 30, 2009; plus

(vii) 1.00 cent per hour worked from July 1, 2009, through May 31, 2013; plus

(viii) 5.00 cents per hour worked on or after June 1, 2013.

No benefit accrual will occur if a participant works under 120 hours service in a plan year.

(2) A Participant retiring on his Normal Retirement Date on or after June 1, 1986 but prior to June 1, 1988 shall be eligible for a Normal Retirement Benefit equal to the sum of (i) and (ii) below, provided that the minimum monthly benefit shall not be less than $185.50 and that the maximum monthly benefit shall not exceed $1,800.00:

(i) 3.7% of the amount contributed into the Fund on behalf of the Participant; plus

(ii) Two dollars for each year of Credited Service prior to June 1, 1962 as provided in Section 3.2.

(3) A Participant retiring on his Normal Retirement Date on or after June 1, 1984 but prior to June 1, 1986 shall be eligible for a Normal Retirement Benefit equal to the sum of (i) and (ii) below, provided that the minimum monthly benefit shall not be less than $175.00 for benefits payable through June 1, 1985, and $185.50 thereafter and that the maximum monthly benefit shall not exceed $1,100.00 for benefits payable through June 1, 1985, and $1,200.00 thereafter:

(i) 3.3% of the amount contributed into the Fund on behalf of the Participant for benefits payable through June 1, 1985 and 3.5% thereafter; plus

(ii) Two dollars for each year of Credited Service prior to June 1, 1962 as provided in Section 3.2.

(4) An Active Participant retiring on his Normal Retirement Date prior to June 1, 1984 shall be eligible for a Normal Retirement Benefit determined in accordance with the provisions of the Plan in effect at the time of the Participant's retirement or termination of employment.

4.4 Early Retirement Benefits

(a) Eligibility. Active Participants who have earned 10 or more Years of Service, who have reached Early Retirement Age (55 years) but not Normal Retirement Age, or who qualify for a benefit under the Rule of 88 as described in paragraph (b) below, shall be eligible to receive an early retirement pension on the first day of the month following the dates of their withdrawal from Covered Employment and the receipt of their application therefore.

(b) Amount. The amount of the early retirement benefit payable to a Participant who becomes eligible therefore and elects same, shall be computed by determining the amount of the normal retirement benefit, earned as of his Early Retirement Date, in accordance with Section 4.3(b)(i) and (ii) and, if such Participant is under age 60, by reducing such amount by five-tenths of one percent (.005) for each calendar month between the Participant's date of retirement and the first day of the month such Participant attains the age of sixty (60). Provided, however, that effective June 1, 1984, if he had completed thirty (30) or more year of Credited Service as of such date, he shall be entitled to receive his Accrued Normal Retirement Benefit (as determined in Section 4.3), unreduced for the earlier commencement date. Provided further, that if as of May 31, 2013, a Participant's Years of Service plus his age equals eighty-eight (88) (Rule of 88), he shall be entitled to receive his Accrued Normal Retirement Benefit, unreduced for the earlier commencement date.

4.5 Late Retirement Benefit

A Participant retiring on his Late Retirement Date shall be eligible to receive a monthly Late Retirement Benefit in an amount determined in accordance with Section 4.3, based on the amount of Employer contributions made on his behalf and the rate of benefit of such date, actuarially adjusted to make up for the delay in the distribution of benefits after the attainment of normal retirement age. A Participant eligible for normal retirement benefits who does not perform 40 or more Hours of Service in Covered Employment in any month, will receive a monthly benefit for each such month at the time of actual retirement.

4.6 Disability Benefits

Notwithstanding anything to the contrary set forth below, Disability Benefits are eliminated for those not in pay status as of May 31, 2013.

(a) Initial Eligibility – A Participant:

(1) with 10 or more years of Credited Service,

(2) who prior to incurring a Break in Service:

(i) becomes totally and permanently disabled (as defined in 4.6(b) below), and

(ii) completes a Fund application for disability pension benefits, and

(iii) has filed an application under the Federal Social Security Act for disability benefits; and

(3) who has not yet reached his Normal Retirement Date, is eligible for a Disability Retirement Benefit as set forth herein.

(b) Totally and Permanently Disabled

For purposes of initial eligibility, a Participant shall be deemed to be permanently and totally disabled only if he is approved for a disability benefit under the Federal Social Security Act with an effective date prior to the date the Participant incurs a Break in Service under the Plan.

(c) Payment of Benefits

(1) Disability benefits shall commence the first day of the seventh month following the date the permanent and total and disability began as

established by the Social Security disability award (Disability Retirement Date).

In lieu of the foregoing, if upon application for disability benefits a Participant produces a Social Security disability award with an effective date prior to the date the Participant incurs a Break in Service, the Participant may elect to commence disability benefits the first of the month following the date a properly completed application is received by the Fund Office.

(2) Benefits shall be in an amount equal to the Participant's Accrued Normal Retirement Benefit, as determined in accordance with Section 4.3.

(3) Pursuant to M.C.L.A. Section 418.354(14), disability benefit payments made under this Plan shall not be coordinated with workers' compensation benefits.

(4) Notwithstanding anything in this section 4.6 to the contrary, under no circumstance shall a Participant receive a disability pension benefit for the same period of time he/she received a Weekly Disability Benefit from the Roofers Local 149 Security Benefit Trust Fund (SBT Benefit). In the event a retroactive award of disability pension benefits covers a period of time during which a Participant received a SBT Benefit, no disability benefits will be paid under section 4.6 of this Plan until the Participant has reimbursed the SBT Fund for the amount of the SBT Benefit paid during such period.

(d) Proof of Continuing Disability

(1) Proof

A Participant receiving a Disability Retirement Benefit is required upon request to submit medical proof of ongoing disability, which means that he/she is unable to engage in any employment by reason of his/her stated disability and such disability is permanent and continuous for life. At reasonable intervals or as facts warrant, the Trustees in their sole discretion may request that the Participant submit to an independent medical examination. If a Participant refuses upon request to submit evidence of continuing eligibility for a disability benefit or refuses to submit to an independent medical exam, his Disability Benefit shall be terminated.

(2) Effect of Ongoing Social Security Disability Award

Although receipt of a Social Security disability award is necessary to establish initial eligibility for a disability pension benefit under section

4.6(a) and (b), it is not conclusive proof of continuing disability. The Trustees therefore have the right to request medical proof of ongoing disability and/or to request that the Participant submit to an independent medical examination as set forth in (1), above, even if he/she still has an ongoing disability award from Social Security.

(3) Employment

Any Participant receiving a disability benefit must immediately report to the Trustees any employment and earnings earned as the result of such employment. The Trustees in their sole discretion will take into consideration the extent and nature of such employment in determining whether further inquiry is necessary to determine whether such Participant remains disabled. Failure to report such employment and/or earnings will result in a termination of the disability benefit.

(e) Recovery from Disability

A Participant receiving a Disability Benefit who recovers from his disability and is re-employed by an Employer shall be covered under the Plan as of his re-employment date at which time his Credited Service shall be reinstated, and upon subsequent retirement pursuant to Sections 4.3, 4.4 or 4.5, he shall be entitled to have the retirement benefit which he is then eligible to receive upon such subsequent retirement, computed on the basis of: (i) the amount of Employer Contributions made on his behalf; and (ii) the benefit rate in effect at the time of such subsequent retirement.

A Participant receiving a Disability Benefit who recovers from his disability prior to age 60 and who is not re-employed by the Employer upon such recovery, may be eligible for a benefit in accordance with Section 4.7. If the Participant is entitled to a retirement benefit pursuant to Section 4.7, that benefit shall be calculated using the benefit rate in effect on the date the Participant became eligible for disability benefits.

(f) Temporary Disability Benefit

(1) Eligibility

In the event a Participant has not received a decision on his Social Security disability application after 18 months of filing for such benefits, he may temporarily draw a Disability Retirement Benefit under the Plan until a determination is made by the Social Security Administration, if the Trustees shall find on the basis of medical or similar evidence that:

(i) he is unable to engage in any employment by reason of his stated disability; and

(ii) such disability is permanent and continuous for the remainder of his life; and

(iii) he continues to pursue the administrative procedures under the Federal Social Security Act to exhaustion/completion and provides proof to the Trustees concerning the status of his application for benefits.

The Trustees have the right to send a Participant for an Independent Medical Examination prior to making a determination that he/she meets the above requirements.

(2) Amount

The amount of the temporary disability benefit is equal to the amount payable under 4.6(c).

The temporary disability benefit is payable the first of the month after which the Participant has requested temporary disability benefits and the Trustees have determined that he/she meets the requirements in (1), above, but in no event will be payable prior to 18 months after filing an application for disability benefits under section 4.6(a)

(3) Proof of Continuing Disability

The provisions of section 4.6(d)(1) and (3) apply to a Participant receiving a temporary disability benefit.

(4) Termination of Temporary Benefit

Once the administrative procedures under the Federal Security Act have been exhausted and/or terminated, the temporary disability payments under this provision shall cease, notwithstanding that the participant may take further legal action in pursuit of Social Security benefits (e.g. file a lawsuit challenging the denial, etc.).

(g) Subsequent Application

If an application for disability benefits is denied, any subsequent request for disability benefits must be initiated by a new application and the eligibility requirements of§4.6(a) will apply as of the date any such new application is filed.

(h) Participants with less than 10 Years of Service

An Active Participant who has at least 5 years of Credited Service under the Plan may request the Trustees to "freeze" his credits earned under the Plan and, if the request is approved by the Trustees, the Participant may receive a Normal Retirement Benefit upon reaching age 60, or an Early Retirement Benefit if he has

attained age 55 but not age 60, based on the credits "frozen" at the time of disability.

(i) Termination of Benefit Upon Attainment of Normal Retirement Date

Upon the attainment of his Normal Retirement Date disability benefits shall cease and convert to a Normal Retirement Benefit.

4.7 Termination of Employment Before Retirement

(a) Non-Vested Participant

A Participant who is an Employee as defined in Article I and (1) who has not completed at least 10 or more years of Credited Service, or 5 or more Years of Credited Service if the Participant worked at least one Hour of Service on or after June 1, 1998, or (2) who has not completed at least 5 years of Credited Service and has a Break in Service prior to becoming eligible for a retirement benefit, shall no longer be a Participant under the Plan.

(b) Vested Participant

A Participant who is an Employee as defined in Section 1.18(a) and has completed 10 or more years of Credited Service (5 or more Years of Credited Service if the Participant worked at least one Hour of Service on or after June 1, 1998), or a Participant who is an Employee as defined in Section 1.18(b) who has completed 5 or more years of Credited Service, and has a Break in Service following a termination of employment other than by reason of death prior to becoming eligible for a retirement benefit, shall be eligible to receive, at his election, either:

(1) his Accrued Normal Retirement Benefit commencing on the first day of any month subsequent to his attainment of Normal Retirement Age (which is age 60 for benefits accrued prior to 6/1/05 and age 65 for benefits accrued on or after 6/1/05), or

(2) an amount as determined in (1) above commencing on the first day of any month subsequent to his 55th birthday, provided he/she had 10 years of service as of his/her Break in Service, but subject to a full actuarial reduction from Normal Retirement Age (which is age 60 for benefits accrued prior to 6/1/05 and age 65 for benefits accrued on or after 6/1/05).

For purposes of this Section, if the value of a former Participant's Vested portion of the Present Value of Accrued Benefit is zero, the former Participant shall be deemed to have received a distribution of such Vested portion of the Present Value of Accrued Benefit.

That portion of a former Participant's Accrued Benefit that is not Vested shall be used only to reduce future costs of the Plan at such time as it becomes a forfeiture.

The Vested percentage of a Participant's Accrued Benefit shall not be less than the Vested percentage attained as of the later of the effective date or adoption date of this amendment and restatement.

Upon any full or partial termination of the Plan, an affected Participant shall become fully Vested in his Accrued Benefit (to the extent funded as of such date of termination) which shall not thereafter be subject to forfeiture.

4.8 Non-Forfeitability of Benefits

A Participant's Accrued Normal Retirement Benefit shall become non-forfeitable upon the attainment of Normal Retirement Age.

4.9 Amendment of Vesting Schedule

(a) A Participant with at least 3 Years of Service as of the expiration date of the election period may elect to have his non-forfeitable percentage computed under the Plan without regard to such amendment and restatement. If a Participant fails to make such election, then such Participant shall be subject to the new vesting schedule. The Participant's election period shall commence on the adoption date of the amendment and shall end 60 days after the latest of:

(1) the adoption date of the amendment,

(2) the effective date of the amendment, or

(3) the date the Participant receives written notice of the amendment from the Employer or Administrator.

(b) The computation of a Participant's non-forfeitable percentage of his interest in the Plan shall not be reduced as the result of any direct or indirect amendment to this Plan. For this purpose, the Plan shall be treated as having been amended if the Plan provides for an automatic change in vesting due to a change in top heavy status. In the event that the Plan is amended to change or modify any vesting schedule, a Participant with at least 3 Years of Service as of the expiration date of the election period may elect to have his non-forfeitable percentage computed under the Plan without regard to such amendment. If a Participant fails to make such election, then such Participant shall be subject to the new vesting schedule. The Participant's election period shall commence on the adoption date of the amendment and shall end 60 days after the latest of:

(1) the adoption date of the amendment,

(2) the effective date of the amendment, or

(3) the date the Participant receives written notice of the amendment from the Employer or Administrator.

ARTICLE V - FORM OF RETIREMENT BENEFITS

This Article V sets forth the form of retirement benefits for Detroit Participants only. The forms of retirement benefits available for Mid-Michigan Participants shall be determined by the Pension Plan for Mid-Michigan Participants, attached as Addendum A. Notwithstanding the foregoing, Sections 5.5-5.8 and 5.10, below, apply to both Detroit and Mid-Michigan Participants.

5.1 Normal Form of Payment

(a) If on the date of the Participant's retirement benefit commencement date, he is married, such benefit payments shall be paid in either:

(1) As a 50% Joint and Survivor Annuity (J&S Annuity), providing the Participant with a monthly benefit and his Spouse with a monthly benefit equal to fifty (50%) percent thereof for life; this benefit shall be automatic, unless such individual elects to receive his pension in the form of a single-life annuity, or one of the other forms of annuity payments provided in this Section, pursuant to a Qualified Waiver, described in Section 5.2 hereof, or

(2) A 75% Joint and Survivor Annuity providing the Participant with an actuarially computed monthly benefit and his Spouse with a monthly benefit equal to seventy-five (75%) percent thereof for life, or

(3) A 100% Joint and Survivor Annuity, providing the Participant with an actuarially computed monthly benefit and his spouse with a like annuity for life.

The 50% J&S, 75% J&S and the 100% J&S Annuities shall be the Actuarial Equivalent of the single life annuity.

(b) If a Participant retires on an Early Retirement Date but defers such Early Retirement Benefit until his Normal Retirement Date and dies prior to his Normal Retirement Date, the Participant's Spouse shall commence to receive the benefit described in paragraph (1) above as of the first day of the month following the death of the Participant. The benefit payable to the Spouse shall be computed as if the Participant had elected to have benefit payments commence as of such date.

(c) If a Participant does not have a Spouse on the date his benefit payments commence or if a Qualified Waiver is executed, foregoing any of the joint and survivor annuity options, he shall receive a single-life benefit payable monthly. The single-life benefit payments shall commence on the later of the first day of the month following the Participant's withdrawal from Covered Employment or receipt of his application for benefits and continue to and include the payment made as of the first day of the month in which the death of such retiree occurs.

(d) If a Participant elects to receive either the 100% or 75% Joint and Survivor Annuity described above, but dies prior to the commencement of said benefit, his surviving spouse will be entitled to receive this benefit effective on the Participant's earliest retirement date. Payment of this benefit shall take the place of the Pre-Retirement Survivor Annuity set forth in Article VI. A Participant shall not be permitted to elect either the 100% or 75% Joint and Survivor Annuity more than 90 days prior to his earliest retirement date.

5.2 Qualified Waiver of Joint and Survivor Annuity

A Qualified Election to waive a joint and survivor annuity must be in writing and must be consented to by the Participant's Spouse. The Spouse's consent to a waiver must be witnessed by a Plan representative or notary public. Notwithstanding this consent requirement, if the Participant establishes to the satisfaction of a Plan representative that such written consent may not be obtained because there is no Spouse or the Spouse cannot be located, a waiver will be deemed a qualified election. If the Spouse is legally incompetent to give consent, the Spouse's legal guardian, even if such guardian is the Participant, may give consent. Any consent necessary under this provision will be valid only with respect to the Spouse who signs the consent, or in the event of a deemed qualified election, the designated Spouse. Additionally, a revocation of a prior waiver may be made by the Participant without the consent of the Spouse at any time before the commencement of benefits. The number of revocations shall not be limited. Any new election must comply with the requirements of this paragraph. A former Spouse's waiver shall not be binding on a new Spouse.

5.3 Notice of Joint and Survivor Annuity

Within a reasonable time, but no less than 30 and no more than 180 days prior to the Joint and Survivor Annuity starting date, the Trustees must provide each eligible person with a written explanation of:

a. the terms and conditions of the 50% Joint and Survivor Annuity and other benefit payment options;

b. the Participant's right to make and the effect of the election to waive the 50% Joint and Survivor Annuity;

c. the rights of the Participant's Spouse; and

d. the right to make and the effect of a revocation of an election.

5.4 Commencement of Retirement Benefits

Retirement benefit payments shall commence not later than the sixtieth (60th) day after the later of the close of the Plan Year in which:

a. the Participant attains age 60; or

b. the Participant ceased to work in Covered Employment; or

c. the 10th anniversary of participation.

5.5 Required Beginning Date

Notwithstanding Section 5.4 above, a Participant's benefits shall be distributed to him not later than April 1st of the calendar year following the calendar year in which the Participant attains age 70½ and must be made over the life of the Participant (or the lives of the Participant and the Participant's designated Beneficiary) or the life expectancy of the Participant (or the life expectancies of the Participant and his designated Beneficiary) in accordance with Regulations.

5.6 Minimum Distribution Requirements

(a) Effective Date. The provisions of this section will apply for purposes of determining required minimum distributions for calendar years beginning with the 2003 calendar year.

(b) Precedence. The requirements of this section will take precedence over any inconsistent provisions of the Plan.

(c) Requirements of Treasury Regulations Incorporated. All distributions required under this section will be determined and made in accordance with the Treasury regulations under section 401 (a)(9) of the Internal Revenue Code.

(d) TEFRA Section 242(b)(2) Elections. Notwithstanding the other provisions of this section, other than paragraph (c), distributions may be made under a designation made before January 1, 1984, in accordance with section 242(b)(2) of the Tax Equity and Fiscal Responsibility Act (TEFRA) and the provisions of the plan that relate to section 242(b)(2) of TEFRA.

(e) Required Beginning Date. The participant's entire interest will be distributed, or begin to be distributed, to the participant no later than the participant's required beginning date.

(f) Death of Participant Before Distributions Begin. If the participant dies before distributions begin, the participant's entire interest will be distributed, or begin to be distributed, no later than as follows:

(i) If the participant's surviving spouse is the participant's sole designated beneficiary, then, except as provided in the adoption agreement, distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the participant died, or by December 31 of the calendar year in which the participant would have attained age 70½ , if later.

(ii) If the participant's surviving spouse is not the participant's sole designated beneficiary, then, except as provided in the adoption agreement, distributions to the designated beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the participant died.

(iii) If there is no designated beneficiary as of September 30 of the year following the year of the participant's death, the participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the participant's death.

(iv) If the participant's surviving spouse is the participant's sole designated beneficiary and the surviving spouse dies after the participant but before distributions to the surviving spouse begin, this paragraph (f), other than paragraph (f)(i), will apply as if the surviving spouse were the participant.

For purposes of this paragraph (f) and paragraphs (m), (n), and (o), distributions are considered to begin on the participant's required beginning date (or, if paragraph (f)(iv) applies, the date distributions are required to begin to the surviving spouse under paragraph (f)(i)). If annuity payments irrevocably commence to the participant before the participant's required beginning date (or to the participant's surviving spouse before the date distributions are required to begin to the surviving spouse under paragraph (f)(i)), the date distributions are considered to begin is the date distributions actually commence.

(g) Form of Distribution. Unless the participant's interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the required beginning date, as of the first distribution calendar year distributions will be made in accordance with paragraphs (h) through (o) of this section. If the participant's interest is distributed in the form of an annuity purchased from an

insurance company, distributions thereunder will be made in accordance with the requirements of section 401(a)(9) of the Code and the Treasury regulations. Any part of the participant's interest which is in the form of an individual account described in section 414(k) of the Code will be distributed in a manner satisfying the requirements of section 401(a)(9) of the Code and the Treasury regulations that apply to individual accounts.

(h) General Annuity Requirements. If the participant's interest is paid in the form of annuity distributions under the retirement system, payments under the annuity will satisfy the following requirements:

(i) the annuity distributions will be paid in periodic payments made at intervals not longer than one year;

(ii) the distribution period will be over a life (or lives) or over a period certain not longer than the period described in paragraphs (k) and (l) or paragraphs (m) through (o);

(iii) once payments have begun over a period certain, the period certain will not be changed even if the period certain is shorter than the maximum permitted;

(iv) payments will either be non-increasing or increase only as follows:

(A) by an annual percentage increase that does not exceed the annual percentage increase in a cost-of-living index that is based on prices of all items and issued by the Bureau of Labor Statistics;

(B) to the extent of the reduction in the amount of the participant's payments to provide for a survivor benefit upon death, but only if the beneficiary whose life was being used to determine the distribution period described in paragraphs (k) or (l) dies or is no longer the participant's beneficiary pursuant to a qualified domestic relations order within the meaning of section 414(p);

(C) to provide cash refunds of employee contributions upon the participant's death; or

(D) to pay increased benefits that result from a plan amendment.

(i) Amount Required to be Distributed by Required Beginning Date. The amount that must be distributed on or before the participant's required beginning date (or, if the participant dies before distributions begin, the date distributions are required to begin under paragraph (f)(i) or (ii)) is the payment that is required for one payment interval. The second payment need not be made until the end of the next

payment interval even if that payment interval ends in the next calendar year. Payment intervals are the periods for which payments are received, e.g., bi-monthly, monthly, semi-annually, or annually. All of the participant's benefit accruals as of the last day of the first distribution calendar year will be included in the calculation of the amount of the annuity payments for payment intervals ending on or after the participant's required beginning date.

(j) Additional Accruals After First Distribution Calendar Year. Any additional benefits accruing to the participant in a calendar year after the first distribution calendar year will be distributed beginning with the first payment interval ending in the calendar year immediately following the calendar year in which such amount accrues.

(k) Joint Life Annuities Where the Beneficiary Is Not the Participant's Spouse. If the participant's interest is being distributed in the form of a joint and survivor annuity for the joint lives of the participant and a nonspouse beneficiary, annuity payments to be made on or after the participant's required beginning date to the designated beneficiary after the participant's death must not at any time exceed the applicable percentage of the annuity payment for such period that would have been payable to the participant using the table set forth in Q&A-2 of section 1.401(a)(9)-6T of the Treasury regulations. If the form of distribution combines a joint and survivor annuity for the joint lives of the participant and a nonspouse beneficiary and a period certain annuity, the requirement in the preceding sentence will apply to annuity payments to be made to the designated beneficiary after the expiration of the period certain.

(l) Period Certain Annuities. Unless the participant's spouse is the sole designated beneficiary and the form of distribution is a period certain and no life annuity, the period certain for an annuity distribution commencing during the participant's lifetime may not exceed the applicable distribution period for the participant under the Uniform Lifetime Table set forth in section 1.401 (a)(9)-9 of the Treasury regulations for the calendar year that contains the annuity starting date. If the annuity starting date precedes the year in which the participant reaches age 70, the applicable distribution period for the participant is the distribution period for age 70 under the Uniform Lifetime Table set forth in section 1.401(a)(9)-9 of the Treasury regulations plus the excess of 70 over the age of the participant as of the participant's birthday in the year that contains the annuity starting date. If the participant's spouse is the participant's sole designated beneficiary and the form of distribution is a period certain and no life annuity, the period certain may not exceed the longer of the participant's applicable distribution period, as determined under this paragraph (l), or the joint life and last survivor expectancy of the participant and the participant's spouse as determined under the Joint and Last Survivor Table set forth in section 1.401(a)(9)-9 of the Treasury regulations, using the participant's and spouse's attained ages as of the participant's and spouse's birthdays in the calendar year that contains the annuity starting date.

(m) Participant Survived by Designated Beneficiary. If the participant dies before the date distribution of his or her interest begins and there is a designated beneficiary, the participant's entire interest will be distributed, beginning no later than the time described in paragraph (f)(i) or (ii), over the life of the designated beneficiary or over a period certain not exceeding:

(i) unless the annuity starting date is before the first distribution calendar year, the life expectancy of the designated beneficiary determined using the beneficiary's age as of the beneficiary's birthday in the calendar year immediately following the calendar year of the participant's death; or

(ii) if the annuity starting date is before the first distribution calendar year, the life expectancy of the designated beneficiary determined using the beneficiary's age as of the beneficiary's birthday in the calendar year that contains the annuity starting date.

(n) No Designated Beneficiary. If the participant dies before the date distributions begin and there is no designated beneficiary as of September 30 of the year following the year of the participant's death, distribution of the participant's entire interest will be completed by December 31 of the calendar year containing the fifth anniversary of the participant's death.

(o) Death of Surviving Spouse Before Distributions to Surviving Spouse Begin. If the participant dies before the date distribution of his or her interest begins, the participant's surviving spouse is the participant's sole designated beneficiary, and the surviving spouse dies before distributions to the surviving spouse begin, this section 5 will apply as if the surviving spouse were the participant, except that the time by which distributions must begin will be determined without regard to paragraph (f)(i).

(p) Designated Beneficiary. The individual who is designated as the beneficiary under section 1.9 of the Plan document and is the designated beneficiary under section 401(a)(9) of the Internal Revenue Code and section 1.401 (a)(9)- 1, Q&A-4, of the Treasury regulations.

(q) Distribution Calendar Year. A calendar year for which a minimum distribution is required. For distributions beginning before the participant's death, the first distribution calendar year is the calendar year immediately preceding the calendar year which contains the participant's required beginning date. For distributions beginning after the participant's death, the first distribution calendar year is the calendar year in which distributions are required to begin pursuant to paragraph (f).

(r) Life Expectancy. Life expectancy as computed by use of the Single Life Table in section 1.401 (a)(9)-9 of the Treasury regulations.

(s) Required Beginning Date. The date specified in section 5.5 of the Plan.

5.7 Benefits Payable to Incompetents or in Case of Death

Any retirees receiving pension benefits shall conclusively be presumed to have been competent until the date on which the Trustees shall have received written notice in a form and manner acceptable to them that such retiree or Participant is an incompetent for whom a guardian or other person legally vested with his care shall have been appointed, whereupon any future benefits to which such retiree is entitled shall be paid to such guardian or other person legally vested with his care.

Any pension payments accrued to a retiree at the date of death, or any sums payable in the event of the death of the retiree shall be paid to the Beneficiary as provided below:

(a) The Beneficiary shall be the party or parties designated in the Trust Fund Office records in accordance with such Participant's election;

(b) Any Participant may at any time change the Beneficiary, without the consent of any previously designated Beneficiary, by filing a written request upon a form furnished by or satisfactory to the Trustees, but such change shall not take effect until the request for the change is received by the Plan Administrator.

(c) If any designated Beneficiary predeceases the Covered Participant the interest of such Beneficiary shall thereupon automatically terminate. If no Beneficiary is named or if the Designated Beneficiary predeceases the Covered Participant, Beneficiary shall mean: 1) Spouse; 2) Children; 3) Parents; 4) Brothers and Sisters; and 5) Estate.

Any payment made pursuant to the provisions of this paragraph shall be a complete discharge of any liability of the Pension Plan to such retiree and shall be a complete settlement of any claim, right or interest in and to such pension benefits.

5.8 Payment of Small Amounts

If the monthly benefit payments from this Plan are less than $50.00, the Trustees shall direct that the benefit payments be made in a lump sum; provided, however, that any such payments shall be the Actuarial Equivalent of the benefit otherwise payable under the Plan and further that distribution of such benefit shall not be made in the form of a lump sum if the present value of such benefit exceeds $5,000.00. Such lump sum payment shall be in lieu of any other benefit prescribed by this Plan and the Participant and/or beneficiary shall have no further rights or title to benefits, vesting service, nor credited service under this Plan.

In the event of a distribution greater than $1,000 under this section, if the participant does not elect to have such distribution paid directly to an eligible retirement plan specified by the participant in a direct rollover or to receive the distribution as a direct payment, then the plan administrator will pay the distribution in a direct rollover to an individual retirement plan designated by the plan administrator.

5.9 Suspension of Benefits

Notwithstanding any other provision of this Plan, the payment of monthly retirement benefits to retirees or Participants who would otherwise be eligible to receive such retirement benefits shall be suspended for any period prior to the first day of April following the calendar year in which he reaches age seventy and one-half (70 1/2), in accordance with the provisions of this section if a retiree or Participant returns to or continues in employment of the type and for the period of time set forth herein.

(a) Return to Employment. No monthly retirement benefit shall be paid to any retiree, during any calendar month during which such individual becomes actively employed or self-employed and completes forty (40) or more Hours of Service as set forth below. Hours of Service shall include hours for which the retiree is paid or entitled to payment for performance of duties as well as hours for which he is paid or entitled to payment on account of a period of time for which no duties are performed due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military leave or leave of absence.

(i) Such Hours of Service are performed in an industry in which Participants covered by this Plan were employed and were covered by this Plan as a result of such employment at the time that the payment of benefits commenced or would have commenced if the retiree had not remained in or returned to employment; and

(ii) such Hours of Service are performed in a trade or craft in which the retiree was employed at any time under the Plan; and

(iii) such Hours of Service are performed in the geographical area covered by the Plan at the time that the payment of benefits commenced or would have commenced if the retiree had not remained in or returned to employment.

The terms "industry, trade or craft, and geographical area covered by the Plan" shall have meanings prescribed by IRC, Section 411(a)(3)(B) and Regulations issued by the Department of Labor with the exception that trade or craft shall not include any supervisory or managerial activity which is reasonably related to the underlying skills associated with the trade or craft for which the retiree was trained or in which he acquired his work experience.

(b) The amount of normal retirement benefit which will be permanently withheld for the calendar month in which the retiree or Participant is employed as defined in subparagraph (a) above shall be:

(i) In the case of benefits payable periodically on a monthly basis for as long as a life (or lives) continues, the suspendible amount shall be an amount not greater than the portion of a monthly benefit payment derived from Employer Contributions.

(ii) In the case of benefits payable in a form other than as described in paragraph (b)(i) of this Article, the suspendible amount shall be the lesser of (A) an amount equal to the monthly benefit which would have been payable to him if he had been receiving monthly benefits under the Plan since his actual retirement date or the date which would have been his actual retirement date but for his re-employment or continued employment based upon a single life annuity commencing at the actual retirement age or (B) the actual amount paid or scheduled to be paid to him for such month.

(c) Resumption of Payments. At such time as the retiree or Participant is no longer employed as defined in subparagraph (a) above and has notified the Trustees of that fact in accordance with subparagraph (f) below, the payment of monthly retirement benefits shall recommence. The initial payment upon resumption shall include the payment scheduled to occur in that calendar month and any amounts withheld from that time such re-employment or employment was terminated until the resumption of payments less any amounts which are subject to offset in accordance with subparagraph (d) below. Such benefit shall take into consideration additional Contributions received by the Fund during the time the retiree or Participant was employed as defined in subparagraph (a).

(d) Offset Rules. If payment of monthly retirement benefits have been resumed in accordance with subparagraph (c) above, the Trustees shall withhold an amount up to one hundred (100%) percent of the initial payment (which may include up to the first three (3) months of benefit payment) upon resumption and not more than twenty-five (25%) percent of the amount due in each subsequent calendar month until this Fund has been repaid all payments previously made to the retiree or Participant during those calendar months during which the retiree or Participant was employed as defined in subparagraph (a) above.

(e) Notification. The Trustee shall cause a written notice to be served on the retiree or Participant by personal delivery or first class mail during the first calendar month in which the Trustees withhold his monthly retirement benefit. The notice shall include a complete copy of this Section and a copy of a form to be used by the retiree or Participant to notify the Trustees when he has discontinued such

employment or re-employment. Such notice shall contain all information required by the Labor Department Regulations Paragraph 2530.203-3(b)(4).

(f) Verification and Determination of Status.

(i) Every retiree who has retired and is receiving early retirement benefits and every Participant who would be eligible to receive early retirement benefits but for his re-employment or continued employment who engages in any employment as described in subparagraph (a) above shall promptly notify the Trustees of such employment or re-employment and shall provide the Trustees and their agents with all reasonable information and assistance for the purpose of verifying such employment.

(ii) Every retiree or Participant who engages in employment as described in subparagraph (a) above shall promptly notify the Trustees of such employment or re-employment and shall provide the Trustees and their agents with all reasonable information and assistance for the purpose of verifying such employment.

(iii) It shall be a condition to the right of the retiree or Participant to receive future monthly retirement benefit payments that the retiree or Participant, at such times as may be requested by the Trustees, shall certify in writing that he is unemployed or provide factual information to the Trustees sufficient to establish that any employment in which he is engaged is not the type of employment defined in subparagraph (a) above. The Trustees shall provide the retiree or Participant with the necessary forms for such certification.

(iv) The Trustees shall within sixty (60) days after receipt of a written request, together with sufficient information from any retiree or Participant, provide the retiree or Participant, with a written determination as to whether or not any contemplated employment or re-employment by the retiree or Participant will result in a suspension of monthly retirement benefits.

(v) All determinations by the Trustees relating to the suspension of benefits or the determinations of the character of any contemplated employment or re-employment shall be considered in accordance with the claims procedure adopted by the Trustees pursuant to Section 503 of ERISA and applicable regulations.

(g) Presumptions.

(i) If the Trustees have given written notice to the retiree or Participant of the suspension of benefits and the retiree or Participant has not complied with

the verification requirements contained in subparagraph (f) above, the Trustees may, unless it is unreasonable to do so, act on the basis of the rebuttable presumption that the retiree or Participant has worked more than forty (40) hours for that month and that the retiree engaged in such employment for the same employer for the same length of time as that employer performed that work at that construction site.

(ii) The verification requirements set forth in subparagraph (f) and the nature and the effect of these presumptions shall be set forth in the Summary Plan Description and in any communications to Participants and retirees which relate to such verification requirements, and shall be furnished to all retirees at least once every twelve (12) calendar months.

The Trustees may waive, in whole or part, the forfeiture aspect of this provision for a specified period of time by resolution, subject only to the condition that any such waiver be equally applicable to similarly situated retirees then receiving normal retirement benefits.

5.10 Notice of Benefits

When a benefit under the Plan is requested, the Participant will be provided a notice which shall include a general description of the material features, and an explanation of the relative values of, the optional forms of benefit available under the plan in a manner that would satisfy the notice requirements of IRC 417(a)(3) and Treas. Reg. 1.417(a)(3)-1.

ARTICLE VI - DEATH BENEFITS

This Article VI sets forth the Death Benefits for Detroit Participants only. Death benefits available for Mid-Michigan Participants shall be determined by the Pension Plan for Mid-Michigan Participants, attached as Addendum A.

6.1 Pre-Retirement Death Benefits

(a) Death Prior to Retirement

If a Participant dies prior to retirement, no benefits are payable under the Plan unless the provisions of Article V, Section 5.1(d) or Subsection (b) and (c) of this Article VI are in effect.

(b) Qualified Pre-Retirement Survivor Annuity

(1) Eligibility- A married Participant's Surviving Spouse (as defined in Article I) shall be eligible to receive a Qualified Pre-Retirement Survivor Annuity if such Participant dies prior to his actual retirement date either: (i) after

having completed the eligibility requirements for an Early or Normal Retirement Benefit, or (ii) after having accrued an Hour of Service on or after August 23, 1984, and was vested in his Accrued Normal Retirement Benefit (including a Vested Former Participant who terminated employment on or after January 1, 1976 and died on or after August 23, 1984 whether or not such Participant had accrued an Hour of Service on or after August 23, 1984).

(2) Waiver of Qualified Pre-Retirement Survivor Annuity- On or after the first day of the Plan Year in which the Participant attains age thirty-five (35), the Participant may waive the Qualified Pre-Retirement Joint and Survivor Annuity provided:

(i) the Participant's Spouse consent is in writing and witnessed by a Notary or Plan representative,

(ii) the Participant's waiver and the Spouse's consent provide the specific nonspouse beneficiary, which may not be modified without subsequent spousal consent,

(iii) the Spouse's consent acknowledges the effect of the election.

If the Participant separates from service before the Plan Year in which he or she attains age 35, the foregoing election may be made on or after the date of separation with respect to benefits accrued prior to separation.

A Participant who has elected to waive the Qualified Pre-Retirement Survivor Annuity may revoke the election at any time prior to his death. The number of revocations shall not be limited.

(3) Amount of Benefit- For purposes of calculating the Qualified Pre-Retirement Survivor Annuity described in (1) above, the monthly benefit payable to the vested Participant's Surviving Spouse shall be the monthly benefit as determined under the provisions of Section 5.1(a)(1) (50% Qualified Joint & Survivor Option) as if,

(i) in the case of a Participant who dies after attaining age fifty-five (55), the Participant had retired on the day before his death, and had elected to have his benefit commence immediately, or at such later date as the Surviving Spouse may elect after the Participant's death, or

(ii) in the case of a Participant who dies before age fifty-five (55), the Participant had fulfilled the following: (i) separated from service on the date of his death; (ii) survived to age fifty-five (55); (iii)

elected to have his benefit commence immediately or at such later date as the Surviving Spouse may elect after the Participant's death; and (iv) died on the day following the date on which such benefit would have commenced.

(4) Payment of Benefit- The Qualified Pre-retirement Survivor Annuity shall be payable for the lifetime of the Participant's Surviving Spouse, commencing as of the first day of the month following the latest of: (i) the Participant's date of death; (ii) the date the Participant would have attained age fifty-five (55) if such Participant had survived; or (iii) such later date as the Surviving Spouse may elect after the Participant's death.

Notwithstanding the above, in the event the Participant was not eligible for a benefit at age 55 at the time of death, the Qualified Pre-retirement Survivor Annuity will be payable as follows: (a) if the Participant was vested on 6/1/05, based on the benefit accrued prior and subsequent to 6/1/05, on the date the Participant would have reached age 60; or (b) if the Participant was not vested on 6/1/05, on the date the Participant would have reached age 60 for the portion of his benefit accrued prior to 6/1/05 and on the date the Participant would have reached age 65 for the portion of his benefit accrued thereafter.

(c) Pre-Retirement Death Benefit

The designated Beneficiary of a Participant who has five (5) or more years of Credited Service and who dies prior to becoming eligible for a retirement benefit under the Plan, shall be eligible to receive a Pre-Retirement Death Benefit provided the Qualified Pre-Retirement Survivor Annuity of Subsection (b) above is not in effect. The amount of the Pre-Retirement Death Benefit is equal to fifty (50%) percent of the amount contributed to the Fund, on behalf of the Participant. Such benefit shall be paid in the form of a single life annuity over the life of the Beneficiary payable the later of: (1) the earliest date the Participant would have been eligible to begin receiving his retirement benefit, or (2) the receipt of the Beneficiary's application therefore. This single life annuity will be calculated based upon actuarial equivalence as defined in Article I of the Plan.

If no Beneficiary is named or if the designated Beneficiary predeceases the Participant, the Beneficiary shall be determined in the following order of priority: (1) Children; (2) Parents; and (3) Brothers and Sisters. If no such individuals exist, no benefit is payable under this section.

6.2 Post-Retirement Death Benefits

If a Participant dies after retirement and the Qualified Joint and Survivor Annuity under Section 5.1 is not in effect, the Participant's designated beneficiary shall be entitled to

receive a Post-Retirement Death Benefit equal to fifty (50%) percent of the amount contributed to the Fund on behalf of the Participant less the amount of any benefit payments made to the Participant during retirement. Such benefit shall be paid in the form of a single life annuity over the life of the Beneficiary, payable immediately following receipt of the Beneficiary's application therefore. This single life annuity will be calculated based upon actuarial equivalence as defined in Article I of the Plan.

If no Beneficiary is named or if the designated Beneficiary predeceases the Participant, the Beneficiary shall be determined in the following order of priority: (1) Children; (2) Parents; and (3) Brothers and Sisters. If no such individuals exist, no benefit is payable under this section.

6.3 Death Benefits for Beneficiaries of a Participant on Military Leave

Effective January 1, 2007, the beneficiary of a Participant on a leave of absence to perform military service with reemployment rights under Section 414(u) of the Internal Revenue Code shall be entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) that would be provided under the Plan had the Participant died as an Active Participant in accordance with Section 401(a)(37) of the Internal Revenue Code.

ARTICLE VII - TRUSTEE DISCRETION

The Trustees shall have sole and exclusive discretionary authority to interpret this Plan and the Trust. Such discretion includes determining eligibility for participation and benefits, amount of benefits due, to whom benefits are owed, timing of benefit payments, decisions on appeal, and any other issue related to the provision of benefits under this Plan. Any decision of the Trustees shall be binding upon all Participants, beneficiaries, Employers, or any other person having business, or claiming to have business, in relation to this Fund. Any decision of the Trustees shall be final and conclusive.

ARTICLE VIII - CLAIMS AND APPEAL PROCEDURES

8.1 Timing and Notification of Benefit Determination

(a) Retirement Benefits

Claims for benefits under the Plan may be filed in writing with the Trustees. Written notice of the disposition of a claim shall be furnished to the claimant within 90 days after the application is filed.

This period may be extended by the Fund for up to 90 days, if special circumstances require an extension of the time for processing the claim. In such case, written notice the extension shall be furnished to the claimant prior to the termination of the initial 90 day period. In no event shall such extension exceed

90 days from the end of such initial period. The extension notice shall indicate the special circumstances requiring an extension of time and the date by which the plan expects to render the benefit determination.

(b) Disability Benefits

In the case of a claim for disability benefits, the Fund Office shall notify the claimant, in accordance with this Section of the Fund's adverse benefit determination within a reasonable period of time, but not later than 45 days after receipt of the claim by the Fund Office.

This period may be extended by the Fund for up to 30 days, provided that the Fund Office both determines that such an extension is necessary due to matters beyond the control of the Fund and notifies the claimant, prior to the expiration of the initial 45-day period, of the circumstances requiring the extension of time and the date by which the plan expects to render a decision. If, prior to the end of the first 30-day extension period, the Fund Office determines that, due to matters beyond the control of the Fund, a decision cannot be rendered within that extension period, the period for making the determination may be extended for up to an additional 30 days, provided that the Fund Office notifies the claimant, prior to the expiration of the first 30-day extension period, of the circumstances requiring the extension and the date as of which the plan expects to render a decision. In the case of any extension under this provision, the notice of extension shall specifically explain the standards on which entitlement to a benefit is based, the unresolved issues that prevent a decision on the claim, and the additional information needed to resolve those issues, and the claimant shall be afforded at least 45 days within which to provide the specified information.

8.2 Manner and Content of Notification of Benefit Determination

The Fund Office shall provide a claimant with written or electronic notification of any adverse benefit determination (i.e. denial of claim). The notification shall set forth, in a manner calculated to be understood by the claimant –

(1) The specific reason or reasons for the adverse determination;

(2) Reference to the specific plan provisions on which the determination is based;

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

(4) A description of the Fund's review procedures and the time limits applicable to such procedures, including a statement of the claimant's right to bring a civil

action under section 502(a) of ERISA following an adverse benefit determination on review; and

(5) If the denial is of a request for disability benefits and an internal rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination, either the specific rule, guideline, protocol, or other similar criterion or a statement that such a rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination and that a copy of such rule, guideline, protocol, or other criterion will be provided free of charge to the claimant upon request.

8.3 Appeal of Adverse Benefit Determination

(a) Appeals must be forwarded to and received by the Fund Office within 60 days (180 days for appeals involving disability benefits) following receipt of a notification of an adverse benefit determination (i.e. denial of claim). As part of any such appeal, a claimant may submit written comments, documents, records, and other information relating to the claim for benefits.

(b) A claimant, free of charge and upon request, shall be provided reasonable access to, and copies of, all documents, records, and other information relevant to the claimant's claim for benefits.

(c) Upon appeal, the Trustees will review all comments, documents, records, and other information submitted by the claimant relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination.

(d) If the appeal is a denial of disability benefits:

(1) A review on appeal will not afford deference to the initial denial and an individual who made the initial denial, or a subordinate of such individual will not decide an appeal.

(2) In deciding an appeal of a benefit based on medical judgment, the fiduciary deciding the appeal shall consult with a health care professional who has appropriate training in the field of medicine involved (and who was not involved in reviewing the initial claim);

(3) A plan must provide for the identification of any medical or vocational experts whose advice was obtained by the plan in connection with the initial denial, regardless of whether the advice was relied upon.

8.4 Trustees' Decision on Appeal

a. Timing of Decision

The Trustees shall make a benefit determination on appeal no later than the date of the board meeting that immediately follows the Fund Office's receipt of an appeal, unless the appeal is filed within 30 days preceding the date of such meeting. In such case, the benefit determination may be made no later than the date of the second board meeting following the Fund Office's receipt of the request for review.

If special circumstances require a further extension of time for processing, a benefit determination shall be rendered not later than the third board meeting following the Fund Office's receipt of the request for review. If such an extension of time for review is required because of special circumstances, the Fund Office shall provide the claimant with written notice of the extension, describing the special circumstances and the date as of which the benefit determination will be made, prior to the commencement of the extension. The Fund Office shall notify the claimant of its decision on appeal but not later than 5 days after the benefit determination is made.

b. Manner and Content of Notification of Trustees' Decision on Appeal

The Fund Office shall provide a claimant with written or electronic notification of any adverse benefit determination on review. The notification shall set forth, in a manner calculated to be understood by the claimant –

a. The specific reason or reasons for the adverse determination;

b. Reference to the specific plan provisions on which the determination is based;

c. A statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claimant's claim for benefits;

d. A statement of the claimant's right to bring a civil action under section 502(a) of ERISA; and

e. If the appeal is a denial of disability benefits and an internal rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination, either the specific rule, guideline, protocol, or other similar criterion; or a statement that such a rule, guideline, protocol, or other similar criterion was relied upon in making the adverse

determination and that a copy of such rule, guideline, protocol, or other criterion will be provided free of charge to the claimant upon request.

g. If the appeal is a denial of disability benefits, the following statement: "You and your plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be available is to contact your local U.S. Department of Labor Office and your State insurance regulatory agency."

8.5 Limitation of Actions

No action may be brought to recover benefits allegedly due under the terms of the Plan more than 180 days following the notice of decision on appeal.

ARTICLE IX - FINANCING OF PLAN

9.1 Contributions to the Fund

Pursuant to certain duly executed Collective Bargaining Agreements, a Trust Agreement has been executed by the Trustees, the Union and the Association, under the terms of which a Fund has been established to receive and hold Contributions payable by the Employers under the Plan, interest and other income, and from which are to be paid the benefits provided under the Plan, and the expenses of operation of the Plan.

9.2 Funding and Payment of Benefits

The amount of Employer Contributions shall be determined by the terms of the applicable Collective Bargaining Agreement between the Employer and the Union and shall not be less than or exceed the limits proscribed by law. It is intended that the aggregate Contributions of all contributing Employers for any Plan Year subsequent to June 1, 1976, shall be no less than the contribution required to satisfy the minimum funding standard for such year, as set forth in Section 302 of ERISA.

9.3 Contributions Irrevocable

The Employers shall have no right, title or interest in the Contributions owing to or made to the Fund and no part of the Fund shall revert to the Employers.

9.4 Unclaimed Benefits

If any benefit payment approved by the Trustees under the Plan remains unclaimed for a period of six (6) years, no payment shall be made thereafter except under such extenuating circumstances as the Trustees may in their sole discretion approve. However, if a claim is made by a Participant or Beneficiary for an unclaimed benefit even after the six (6) year period, then such benefit shall be reinstated by the Trustees.

9.5 Rights Limited to Those Rights Granted by Plan

No Participant, Vested Former Participant, Retiree, Beneficiary, or any person claiming by or through any such person, shall have any right, interest or title to any benefits under the Trust Agreement, the Plan or the Fund, except as such right, interest or title shall have been specifically granted pursuant to the terms of the Plan or Fund.

9.6 Actuarial Methods

In establishing the liabilities under the Plan and Contributions thereto, the enrolled actuary will use such methods and assumptions as will reasonably reflect the cost of the benefits. The Plan assets are to be valued on the last day of the Plan year (or on any other date determined by the Trustees) using any reasonable method evaluation that takes into account fair market value pursuant to regulations prescribed by the Secretary of Treasury. There must be an actuarial evaluation of the Plan at least once every year.

ARTICLE XError! Bookmark not defined. - CODE SECTION 415 LIMITATIONS

(a) Notwithstanding any other provision of this Plan, the maximum annual benefit payable to a Participant shall mean $160,000, automatically adjusted under IRC 415(d), effective January 1 of each year, as published by the Internal Revenue Service, and payable in the form of a straight life annuity (with no ancillary benefits). This limitation shall apply to limitation years ending within the calendar year of the date of the adjustment, but a Participant's benefits shall not reflect the adjusted limit prior to January 1 of that calendar year. This adjustment shall also apply to Participants who have had a Break In Service.

(b) (1) For purposes of applying the limits of IRC 415, a retirement benefit payable in any form other than a straight life annuity and that is not subject to IRC 417(e)(3) must be adjusted to an actuarially equivalent straight life annuity that equals:

(A) For limitation years beginning on or after July 1, 2007, the greater of the annual amount of the straight life annuity (if any) payable under the plan at the same annuity starting date, and the annual amount of a straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit computed using an interest rate of 5 percent and the applicable mortality table under IRC 417(e)(3).

(B) For limitation years beginning before July 1, 2007, the annual amount of a straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit computed using whichever of the

following produces the greater annual amount: (i) the applicable interest rate and applicable mortality table set forth in Article I, Definition of Actuarial Equivalent for adjusting benefits in the same form; and (ii) a 5 percent interest rate assumption and the applicable mortality table set forth Article I, Definition of Actuarial Equivalent.

(2) The straight life annuity that is actuarially equivalent to the Participant's form of benefit shall be determined under this paragraph if the form of benefit is subject to IRC 417(e)(3). In this case, the actuarially equivalent straight life annuity shall be determined as follows:

(A) Annuity Starting Date in the Plan Years Beginning After 2005: If the benefit under the Plan is payable in any form other than the form described in (a), the determinations as to whether the limitation described in (a) has been satisfied shall be made by adjusting such benefit so that it is equivalent to the benefit described in (a). For purposes of this subparagraph, any ancillary benefit which is not directly related to retirement income benefits shall not be taken into account; and that portion of any joint and survivor annuity which constitutes a qualified joint and survivor annuity (as defined in section 417) shall not be taken into account. The interest rate assumption shall not be less than the greatest of—

(i) 5.5 percent,
(ii) the rate that provides a benefit of not more than 105 percent of the benefit that would be provided if the applicable interest rate (as defined in section 417(e)(3) were the interest rate assumption, or
(iii) The applicable interest rate as set forth in Article I, Definition of Actuarial Equivalent.

(B) Annuity Starting Date in Plan Years Beginning in 2004 or 2005: If the annuity starting date of the Participant's form of benefit is in a plan year beginning in 2004 or 2005, and the retirement benefit is subject to IRC 417(e)(3), the actuarially equivalent straight life annuity is equal to the annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit, computed using whichever of the following produces the greater annual amount:

(i) The interest rate specified in Article I, Definition of Actuarial Equivalent and the mortality table specified in

Article I, Definition of Actuarial Equivalent for adjusting benefits in the same form; or

(ii) A 5.5 percent interest rate assumption and the applicable mortality table defined in Article I, Definition of Actuarial Equivalent.

(c) Adjustment for Benefit Commencement Before Age 62

(1) Limitation Years Beginning Before July 1, 2007.

If the annuity starting date for the participant's benefit is prior to age 62 and occurs in a Limitation Year beginning before July 1, 2007, the Defined Benefit Dollar Limitation for the participant's annuity starting date is the annual amount of a benefit payable in the form of a straight life annuity commencing at the participant's annuity starting date that is the actuarial equivalent of the Defined Benefit Dollar Limitation (adjusted under Article X(g) of the Plan for years of participation less than 10, if required) with actuarial equivalence computed using whichever of the following produces the smaller annual amount (1) the interest rate as set forth in Article I, Definition of Actuarial Equivalent and the mortality table (or other tabular factor) as set forth in Article I, Definition of Actuarial Equivalent; or (2) a 5-percent interest rate assumption and the applicable mortality table set as forth in Article I, Definition of Actuarial Equivalent.

(2) Limitation Years Beginning on or after July 1, 2007.

(i) Plan Does Not Have Immediately Commencing Straight Life Annuity Payable at Both Age 62 and the Age of Benefit Commencement. If the annuity starting date for the participant's benefit is prior to age 62 and occurs in a Limitation Year beginning on or after July 1, 2007, and the plan does not have an immediately commencing straight life annuity payable at both age 62 and the age of benefit commencement, the Defined Benefit Dollar Limitation for the participant's annuity starting date is the annual amount of a benefit payable in the form of a straight life annuity commencing at the participant's annuity starting date that is the actuarial equivalent of the Defined Benefit Dollar Limitation (adjusted under Article X(g) for years of participation less than 10, if required) with actuarial equivalence computed using a 5 percent interest rate assumption and the applicable mortality table for the annuity starting date as set forth in Article I, Definition of Actuarial Equivalent (and expressing the participant's age based on completed calendar months as of the annuity starting date).

(ii) Plan Has Immediately Commencing Straight Life Annuity Payable at Both Age 62 and the Age of Benefit Commencement. If the annuity starting date for the participant's benefit is prior to age 62 and occurs in a Limitation Year beginning on or after July 1, 2007, and the Plan has an immediately commencing straight life annuity payable at both age 62 and the age of benefit commencement, the Defined Benefit Dollar Limitation for the participant's annuity starting date is the lesser of the limitation determined under (i) above and the Defined Benefit Dollar Limitation (adjusted under Article X(g) for years of participation less than 10, if required) multiplied by the ratio of the annual amount of the immediately commencing straight life annuity under the plan at the participant's annuity starting date to the annual amount of the immediately commencing straight life annuity under the plan at age 62, both determined without applying the limitations of this article.

(d) Adjustment for Benefit Commencement After Age 65

(1) Limitation Years Beginning Before July 1, 2007.

If the annuity starting date for the participant's benefit is after age 65 and occurs in a Limitation Year beginning before July 1, 2007, the Defined Benefit Dollar Limitation for the participant's annuity starting date is the annual amount of a benefit payable in the form of a straight life annuity commencing at the participant's annuity starting date that is the actuarial equivalent of the Defined Benefit Dollar Limitation (adjusted under Article X(g) for years of participation less than 10, if required) with actuarial equivalence computed using whichever of the following produces the smaller annual amount: (1) the interest rate as set forth in Article I, Definition of Actuarial Equivalent and the mortality table (or other tabular factor) as set forth in Article I, Definition of Actuarial Equivalent; or (2) a 5-percent interest rate assumption and the applicable mortality table as set forth in Article I, Definition of Actuarial Equivalent.

(2) Limitation Years Beginning On or After July 1, 2007.

(i) Plan Does Not Have Immediately Commencing Straight Life Annuity Payable at Both Age 65 and the Age of Benefit Commencement. If the annuity starting date for the participant's benefit is after age 65 and occurs in a Limitation Year beginning on or after July 1, 2007, and the plan does not have an immediately commencing straight life annuity payable at both age 65 and the age of benefit commencement, the Defined Benefit Dollar Limitation at the participant's annuity starting date is the annual amount of a benefit payable in the form of a straight life annuity

commencing at the participant's annuity starting date that is the actuarial equivalent of the Defined Benefit Dollar Limitation (adjusted under Article X(g) for years of participation less than 10, if required), with actuarial equivalence computed using a 5 percent interest rate assumption and the applicable mortality table for that annuity starting date as set forth in Article I, Definition of Actuarial Equivalent (and expressing the participant's age based on completed calendar months as of the annuity starting date).

(ii) Plan Has Immediately Commencing Straight Life Annuity Payable at Both Age 65 and the Age of Benefit Commencement. If the annuity starting date for the participant's benefit is after age 65 and occurs in a Limitation Year beginning on or after July 1, 2007, and the plan has an immediately commencing straight life annuity payable at both age 65 and the age of benefit commencement, the Defined Benefit Dollar Limitation at the participant's annuity starting date is the lesser of the limitation determined under section (i) above and the Defined Benefit Dollar Limitation (adjusted under Article X(g) for years of participation less than 10, if required) multiplied by the ratio of the annual amount of the adjusted immediately commencing straight life annuity under the Plan at the participant's annuity starting date to the annual amount of the adjusted immediately commencing straight life annuity under the plan at age 65, both determined without applying the limitations of this article. For this purpose, the adjusted immediately commencing straight life annuity under the Plan at the participant's annuity starting date is the annual amount of such annuity payable to the participant, computed disregarding the participant's accruals after age 65 but including actuarial adjustments even if those actuarial adjustments are used to offset accruals; and the adjusted immediately commencing straight life annuity under the plan at age 65 is the annual amount of such annuity that would be payable under the plan to a hypothetical participant who is age 65 and has the same accrued benefit as the participant.

(e) For purposes of adjustments set forth in (b), (c), and (d), no cost of living increases shall be taken into account before the year for which such adjustment takes effect.

(f) The benefit payable under the Plan and all defined plans maintained by the Employer shall not be deemed to exceed the limitation of Section (a) if the benefit payable to a Participant under the Plan does not exceed $10,000 for the Plan Year, or for any prior Plan Year, provided such Participant never participated in a defined contribution plan maintained by a Contributing Employer. This applies

without regard to whether a participant ever participated in one or more other plans maintained by an employer who also maintained the multiemployer plan, provided that none of such other plans were maintained as a result of collective bargaining involving the Union.

(g) In the case of a Participant with less than 10 years of service, the limitation referred to in Section (a) shall be multiplied by a fraction, the numerator of which is the number of years of participation and the denominator of which is 10, but in no event reduce the limitation in Section (a) below 1/10 of such limitation (determined without regard to this paragraph).

(h) Pursuant to Code Section 415(f)(2)(B), this Plan shall not be aggregated with other multiemployer Plans for purposes of applying the limits in section (a). Where an Employer maintains this Plan and other plans that are not multiemployer plans, only the benefits under this Plan that are provided by the Employer will be aggregated with benefits under the Employer's plans other than multiemployer plans.

(i) The limitation year is the Calendar Year.

(j) For a Participant who has more than one annuity starting date, the limitation of section (a) will be determined as of each annuity starting date (and shall satisfy the limitations of section (a) as of each such date), actuarially adjusting for past and future distributions of benefits commencing at the other annuity starting dates. For this purpose, the determination of whether a new starting date has occurred shall be made without regard to Treas. Reg. §1.401(a)-20, Q&A 10(d), and with regard to Treas. Reg. §1.415(b)-1(b)(1)(iii)(B) and (C).

(k) In calculating the benefit of a Participant's Surviving Spouse or Beneficiary, the benefit of such Spouse or Beneficiary first shall be calculated based on the amount to which the Participant would have been entitled without regard to the limits imposed by this Section. The limits of this Section then will be applied to the resulting benefit amount.

(l) This Article X shall be interpreted consistently with IRC 415 and its corresponding regulations. To further clarify, this Article X shall be interpreted consistently with IRC 415's definition of compensation and any amendments and/or corresponding regulations thereto, including those made pursuant to the Heroes Earnings Assistance and Relief Tax Act of 2008 (HEART Act).

ARTICLE XError! Bookmark not defined.I - AMENDMENT OF PLAN

11.1 Right to Amend

Subject to the provisions of this Section, the Trustees, by majority vote, may amend any provision of the Plan. Neither the consent of the Participant nor that of any other payee is required for any amendment to the Plan.

11.2 Prohibited Reduction

An amendment to this Plan may not reduce the amount of benefit accrued to any Participant unless,

(a) such amendment is necessary to establish or maintain the qualification of this Plan under the Internal Revenue Code, or to conform the Plan to the requirements of ERISA, or

(b) if not so necessary, and the amendment is effective retroactively, such amendment is in accordance with other Sections of the Plan.

11.3 Authorized Reduction

An amendment may reduce the amount of benefit accrued to Participants as of the date of adoption of the amendment, provided that:

(a) the amendment is adopted no later than two and one-half (2-1/2) months after the end of the Plan year in which the amendment became effective;

(b) the amount of benefit accrued to Participants as of the beginning of the Plan Year in which the amendment becomes effective is not reduced; and

(c) the amendment shall not take effect until:

(i) a notice of such amendment is filed with the Secretary of Labor, and

(ii) either the Secretary of Labor has approved such amendment or, if the Secretary has neither approved nor disapproved such amendment, ninety (90) days have elapsed since the date on which such notice was filed.

11.4 Merger

The Plan may not be merged or consolidated with, nor may its assets or liabilities be transferred to, any other plan unless each Participant, Retiree, Vested Former Participant, Spouse or Beneficiary would, if the resulting Plan were then terminated, receive a benefit immediately after the merger, consolidation or transfer which is equal to or greater than

the benefit he would have been entitled to receive immediately before the merger, consolidation or transfer if the Plan had then terminated.

ARTICLE XII - TERMINATION OF PLAN

12.1 Termination of Plan

This Plan may be terminated upon a majority vote of all Trustees, but only on the condition that there no longer exists a Collective Bargaining Agreement between the Union and any Employer, requiring Contributions hereto.

12.2 Allocation of Assets

Upon termination or partial termination, the rights of each affected Participant to benefits accrued to the date of such termination or partial termination, to the extent funded (and, in the event of partial termination, to the extent such rights and funded benefits relate to or are contained in the part of the Plan that is terminated) shall become non-forfeitable.

In the event of termination, or partial termination, the assets then remaining in the Pension Fund, exclusive of assets attributable to Contributions made for the purpose of funding the benefits provided herein, after providing the expenses of the Plan, shall be allocated to the extent that they shall be sufficient for the purpose of paying retirement benefits (based on years of credited service to the date of the termination of the Plan) to retirees in the following order of precedence:

(a) First - An amount shall be allocated to provide for:

(1) retirement benefits payable to retirees and widow's benefits payable to surviving Spouses who commenced receiving benefits under the Plan on a date at least thirty-six (36) months prior to the termination date of the Plan, such benefits to be based on the lowest level of benefits in effect at any time during the sixty (60) month period prior to the termination date of the Plan, and

(2) retirement benefits payable to Participants and Vested Former Participants not included in (i) above who could have retired and/or received a retirement benefit under the Plan commencing on a date at least thirty-six (36) months prior to the termination date of the Plan, such benefits to be based on the lowest level of benefits in effect at any time during the sixty (60) month period prior to the termination date of the Plan.

(b) Second - If there is any balance remaining in the Fund after complete allocation in accordance with paragraph (a) of this Section, an amount shall be allocated to provide for retirement benefits, or a portion of retirement benefits (other than those benefits described in paragraph (a), of this Section), payable to retirees,

surviving Spouses, Participants and Vested Former Participants described in this paragraph (b), subject to the following:

(1) In the event the level of benefits under the Plan was increased within the sixty (60) month period prior to the termination date of the Plan, the amount to be allocated under this paragraph (b) to the retirees, surviving Spouses, Participants, and Vested Former Participants described in paragraph (a) of this Section shall be the amount required to provide a benefit equal to the product of:

(i) the greater of $20.00 or twenty (20%) percent of the additional benefit which, except for the limitations in said paragraph (a), would have been provided for persons described in paragraph (a), and

(ii) the number of years the increased level(s) of benefit has been in effect. For purposes of this subparagraph, the first twelve (12) months following the date the benefit level was increased constitutes one (1) year and each consecutive period of twelve (12) months thereafter constitutes an additional year.

(2) The amount to be allocated to all Retirees, Surviving Spouses, Participants and Vested Former Participants who are not included in paragraph A of this Section and who, as of the termination date of the Plan,

(i) are receiving benefits under the Plan,

(ii) could have retired with a benefit payable under the Plan, or

(iii) have five (5) or more Years of Service, shall be the amount required to provide their retirement benefit, subject to the same limitation described in paragraph (a) of this Section, plus any additional benefit arising by reason of an increase in the benefit level within the sixty (60) month period prior to the termination date, subject to the same limitation described in subparagraph 1 of this paragraph (b).

(c) Third - If there is any balance remaining in the Fund after complete allocation in accordance with paragraphs (a) and (b) of this Section, an amount shall be allocated to provide for all other non-forfeitable retirement benefits under the Plan which are not included in said paragraphs (a) and (b).

(d) Fourth - If there is any balance remaining in the Fund after complete allocation in accordance with paragraphs (a), (b) and (c) of this Section, an amount shall be allocated to provide for all other benefits under the Plan.

In addition to the limitation on benefits payable pursuant to paragraphs (a) and (b) of this Section, benefits payable under said paragraphs shall not have an actuarial value which exceeds the actuarial value of the monthly retirement benefit payable in the form of a life annuity commencing at age sixty-two (62).

If the assets available for allocation under any paragraph are insufficient to satisfy in full the retirement benefits of all individuals within such paragraph, the assets shall be allocated in a pro rata amount to such individuals on the basis of the present value (as of the termination date) of their respective retirement benefits.

The Trustees shall make a reasonable effort to locate any Vested Former Participant who is entitled to a benefit under the Plan at the date of discontinuance of the Plan. Any forfeited sums of money shall be allocated or disposed of in whatever lawful manner the Trustees shall deem to be appropriate.

12.3 Implementation of Asset Allocations

The allocation of assets upon partial or complete termination when determined by the Actuary and the Trustees, may be implemented through the continuance of the existing Fund or through a new Fund established for that purpose or through the purchase by the Trustees of insurance annuity contracts or by a combination of these media.

12.4 Exclusive Benefit of Employees And Beneficiaries

In effecting the foregoing allocation, the Trustees shall make every reasonable effort to locate any former Employees entitled to or who would be entitled to or who would be entitled upon timely application to a deferred vested retirement benefit, but if any such former Employee has not been located within one (1) year after the date of termination of the Plan, his benefits shall be deemed forfeited for all purposes. However, if a claim is made by a Participant or Beneficiary for an unclaimed benefit, then such benefit shall be reinstated by the Trustees. Such allocations shall be accomplished through either,

(a) continuance of the Fund under a new Fund, or

(b) purchase of insurance annuity contracts; provided, however, that the Trustees, upon finding that it is not practicable nor desirable under the circumstances to do either of the foregoing with respect to some or all of the groups listed above, may, with the unanimous consent of all the Trustees, provide for some allocation of a part or all of the assets of the Fund other than the continuance of a Fund or the purchase of insurance annuity contracts with respect to any or all of such groups;

provided, however, that no change shall be effected in the order of precedence and basis for allocation above established.

In the event of the termination of this Agreement, no part of the corpus or income of the Pension Fund can be used for, or diverted to, purposes other than the exclusive benefit of the Employees, retired Employees, terminated Employees and Beneficiaries covered by the Plan at the time of such termination.

ARTICLE XIII - MISCELLANEOUS PROVISIONS

13.1 Non-Alienation of Benefits

No benefit payable under this Plan shall be subject in any manner to alienation, sale, transfer, assignment, pledge or encumbrance. Any attempt to alienate, sell, transfer, assign, pledge or otherwise encumber shall be void. Neither the Pension Fund nor any pension benefit shall in any manner be liable for or subject to the debts or liabilities of any Participant or Beneficiary entitled to pension benefits. This provision shall not restrict a Participant from designating a Beneficiary or his estate to receive any benefits that may be payable hereunder upon his death.

For purposes of this Section, the creation of assignment or recognition of a right to any benefit payment with respect to any Participant, Vested Former Participant, Disability Retiree or Retiree pursuant to a "Qualified Domestic Relations Order", as defined in Section 414(p) of the Code, shall not be treated as an assignment or alienation of benefits payable under this Plan. The Trustees shall adopt written procedures for determining whether an order is a Qualified Domestic Relations Order and shall provide for the payment of benefits to the alternate payee in accordance with the applicable requirements of any such Qualified Domestic Relations Order, in accordance with Section 414(p) of the Code.

13.2 Qualified Domestic Relations Order Distribution

All rights and benefits, including elections, provided to a Participant in this Plan shall be subject to the rights afforded to any "alternate payee" under a Qualified Domestic Relations Order. For the purposes of this Section, "alternate payee" and Qualified Domestic Relations Order" shall have the meaning set forth under Code Section 414(p).

13.3 Headings

The headings and subheadings in the Plan have been inserted for convenience of reference only and are to be ignored in any construction of the provisions hereof.

13.4 Construction

Wherever any words are used herein in the masculine, feminine or neuter gender, they shall be construed as though they were also used in another gender in all cases where they would so apply, and whenever any words are used herein in the singular or plural form, they shall be construed as though they were also used in the other form in all cases where they would so apply. Further, the Plan shall be construed and enforced according to the Act and the laws of the State of Michigan, other than its laws respecting choice of law, to the extent not preempted by the Act.

13.5 Effective Invalidity of Provision

If any provision of this Plan is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions hereof, and this Plan shall be construed and enforced as if such provision had not been included.

13.6 Approval of Internal Revenue Service

This Plan is adopted subject to the approval by the Internal Revenue Service as meeting the requirements of the Code and Regulations thereunder with respect to the deductibility of Contributions to the Fund and expenses thereof, and with respect to the tax exemption of such Fund. In the event that such approval is not secured for the Plan as adopted, it may be amended for purposes of securing qualification under the Code as may be necessary to secure such approval.

13.7 Transfers from Qualified Plans (Applicable to Detroit Plan Only)

(a) With the consent of the Trustees, amounts may be transferred to this Plan from other qualified plans by Participants, provided that the trust from which such funds are transferred permits the transfer to be made and the transfer will not jeopardize the tax exempt status of the Plan or Fund or create adverse tax consequences for the Employer. The amounts transferred shall be considered an additional Accrued Benefit and set up in a separate account herein referred to as a "Participant's Rollover Account." Such account shall be fully Vested at all times and shall not be subject to forfeiture for any reason.

(b) Amounts in a Participant's Rollover Account shall be held by the Trustees pursuant to the provisions of this Plan and may not be withdrawn by, or distributed to the Participant, in whole or in part, except as provided in paragraphs (c) and (d) of this Section.

(c) Except as permitted by Regulations (including Regulation 1.401(d)-4), amounts attributable to elective Contributions (as defined in Regulation 1.401(k)-1(g)(3)), including amounts treated as elective Contributions, which are transferred from

another qualified plan in a plan-to-plan transfer shall be subject to the distribution limitations provided for in Regulation 1.401(k)-1(d).

(d) At Normal Retirement Date, or such other date when the Participant or his Beneficiary shall be entitled to receive benefits, the fair market value of the Participant's Rollover Account shall be used to provide additional benefits to the Participant or his Beneficiary. Any distributions of amounts held in a Participant's Rollover Account shall be made in a manner which is consistent with the provisions of this Plan, including, but not limited to, all notice and consent requirements of Code Sections 417 and 411(a)(11) and the Regulations thereunder. Furthermore, such amounts shall be considered as part of a Participant's benefit in determining whether an involuntary cash-out of benefits without Participant consent may be made.

(e) The Trustees may direct that Participant transfers made after a valuation date be segregated into a separate account for each Participant in a federally insured savings account, certificate of deposit in a bank or savings and loan association, money market certificate, or other short term debt security acceptable to the Trustees until such time as the allocations pursuant to this Plan have been made, at which time they may remain segregated or be invested as part of the general Pension Fund, to be determined by the Trustees.

(f) For purposes of this Section, the term "qualified plan" shall mean any tax qualified plan under Code Section 401(a). The term "amounts transferred from other qualified plans" shall mean: (i) amounts transferred to this Plan directly from another qualified plan; (ii) distributions from another qualified plan which are eligible rollover distributions and which are either transferred by the Participant to this Plan within sixty (60) days following his receipt thereof or are transferred pursuant to a direct rollover; (iii) amounts transferred to this Plan from a conduit individual retirement account provided that the conduit individual retirement account has no assets other than assets which (A) were previously distributed to the Participant by another qualified plan as a lump sum distribution (B) were eligible for tax-free rollover to a qualified plan and (C) were deposited in such conduit individual retirement account within sixty (60) days of receipt thereof and other than earnings on said assets; and (iv) amounts distributed to the Participant from a conduit individual retirement account meeting the requirements of clause (iii) above, and transferred by the Participant to this Plan within sixty (60) days of his receipt thereof from such conduit individual retirement account.

(g) Prior to accepting any transfers to which this Section applies, the Trustees may require the Participant to establish that the amounts to be transferred to this Plan meet the requirements of this Section and may also require the Participant to provide an opinion of counsel satisfactory to the Employer that the amounts to be transferred meet the requirements of this Section.

(h) Notwithstanding anything herein to the contrary, a transfer directly to this Plan from another qualified plan (or a transaction having the effect of such a transfer) shall only be permitted if it will not result in the elimination or reduction of any "Section 411(d)(6) protected benefit".

13.8 Direct Rollover

(a) This Section applies to distributions made on or after January 1, 1993. 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) For purposes of this Section the following definitions shall apply:

(1) 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: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated beneficiary, or for a specified period of ten years or more; any distribution to the extent such distribution is required under Code Section 401(a)(9); any distribution upon the hardship of an employee; and the portion of any distribution that is not included in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities).

(2) An eligible retirement plan is an individual retirement account described in Code Section 408(a), an individual retirement annuity described in Code Section 408(b), an annuity plan described in Code Section 403(a), a Roth IRA, or a qualified trust described in Code Section 401(a), that accepts the distributee's eligible rollover distribution.

For distributions made after December 31, 2001, an eligible retirement plan shall also mean an annuity contract described in Section 403(b) of the Code and an eligible plan under Section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this plan. 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 Section 414(p) of the Code. For a designated

ADDENDUM A

PENSION PLAN FOR MID-MICHIGAN PARTICIPANTS

WHEREAS, the Trustees of the United Union of Roofers, Waterproofers & Allied Workers Local 192 Pension Fund (192 Fund), pursuant to the powers and duties vested in them by a duly established Agreement and Declaration of Trust, adopted a Pension Plan effective June 1, 1966, which was restated effective June 1, 1976, June 1, 1989, and June 1, 2002;

WHEREAS, the 192 Fund was merged into the Roofers Local 149 Pension Fund (Fund) effective June 1, 2004 (the "Merger"), with the intention that separate plans of benefits be maintained for Detroit and Mid-Michigan Participants;

WHEREAS, a separate plan of benefits for the Mid-Michgian Participants was maintained via an Addendum to the Fund Plan document (Plan);

WHEREAS, the Addendum was restated ed effective June 1, 2008, and the Trustees desire to again restate the Addendum in order to submit the Plan for a letter of determination;

NOW, THEREFORE, the Addendum setting forth the plan of benefits for the Mid-Michgian Participants is restated effective December 14, 2009, as set forth below:

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PENSION PLAN FOR MID-MICHIGAN PARTICIPANTS

ARTICLE I – DEFINITIONS

Wherever the following words and phrases appear in this Addendum, they shall have all the respective meanings set forth in this Article, unless the context clearly indicates to the contrary. If a word is not defined in this Addendum, it shall have the meaning set forth in the Detroit Plan. Wherever used herein, a masculine noun or pronoun shall be deemed to include a feminine and a singular noun or pronoun shall be deemed to include the plural unless the text of the provision involved clearly indicates the contrary.

Accrued Benefit: The term "Accrued Benefit" shall mean the benefit which has accrued to a Participant pursuant to the benefit formula described in Article III hereof which shall be expressed as the Straight Life Benefit Form of the Normal or Deferred Vested Retirement Benefit to which the Participant will be entitled upon meeting the applicable eligibility requirements.

Active Participant: The term "Active Participant" shall mean an Employee who has acquired or is acquiring eligibility to receive benefits pursuant to the Pension Plan and who is not an Inactive Participant, a Retiree or a Former Participant.

Actuarial Equivalent: The term "Actuarial Equivalent" shall mean a benefit having the same value as the benefit which it replaces. Actuarial Equivalents expressed in the form of monthly benefit payments under the Plan shall be determined by using a five and one-half percent (5½%) interest assumption, net of investment and administration expenses, and based upon a Unisex Pension – 1984 Mortality Table set forward one (1) year for participants and back four (4) years for contingent annuitants.

Actuarial Equivalents expressed in the form of lump sum payments shall be based upon the prevailing commissioners' standard mortality table described in IRS Code Section 807(d)(5)(A) used to determine reserves for group annuity contracts (without regard to any other subparagraph of Section 807(d)(5)) and an interest rate as defined in IRC Section 417(e)(3) and ERISA Section 205(g)(3) in effect for the month preceding the first day of the Plan Year in which the distribution is paid.

Effective for distributions paid on or after June 1, 2002, the applicable mortality table for adjusting benefits or limitations under Code Section 415(b)(2) and for determining the present value of Plan benefits under Code Section 417(e)(3) and the corresponding provisions of ERISA shall be the GAR-94 mortality table projected in 2002 and blended fifty percent (50%) male rates and fifty (50%) female rates as contained in Rev. Rul. 2001-62.

Effective June 1, 2008 the applicable mortality table for lump sum distributions is the mortality table prescribed by the Internal Revenue Service under Code Section 417(e)(3)(B) and ERISA Sec. 205(g)(3)(B)(i) as amended by the Pension Protection Act of 2006 ("PPA"), and the Applicable Interest Rate for lump sum distributions is the interest rate prescribed by the Internal

Revenue Service under Code Section 417(e)(3)(C) and ERISA Sec. 205(g)(3)(B)(ii) as amended by PPA.

Applicable Mortality Table: The term "applicable mortality table" shall mean the mortality table selected by the Commissioner of the Internal Revenue Service from time to time pursuant to his statutory authority.

Beneficiary: The term "Beneficiary" shall mean any person who, because of a relationship to or designation by a Participant or a Retiree, may be entitled to benefits from the Fund, or any trust designated by a Participant or Retiree and eligible to be so designated under applicable federal regulations or guidelines, if any. The status of a spouse as Beneficiary shall terminate immediately upon the entry of a judgment or decree of divorce between the Participant and his/her spouse. The former spouse shall be recognized as a Beneficiary following the entry of such judgment or decree only if designated by a qualified domestic relations order or if designated by the Participant on a form prescribed and furnished by the Trustees as a beneficiary after the entry of the judgment or decree.

Detroit Plan shall mean the Amendment and Restatement of Roofers Local No. 149 Pension Plan.

The term "Original Plan" shall mean the Mid-Michigan Plan as it was in effect immediately prior to June 1, 1976, as amended. The rights, if any, of any person who was a Participant in the Original Plan but who did not become a Participant in the Plan adopted effective June 1, 1976, shall be determined in accordance with the provisions of the Original Plan as they were in effect at the time he ceased being a Participant therein or as subsequently amended.

Disabled Participant: The term "Disabled Participant" shall mean a Participant who was determined by the Trustees to be Totally and Permanently Disabled and who is receiving a monthly Disability Retirement Benefit based on an application filed before December 20, 2000.

Effective Date of Participation: With respect to the Union, the "Effective Date of Participation" shall be June 1, 1966.

With respect to an individual Employee, his "Effective Date of Participation" shall be the latest date as of which he established eligibility to participate pursuant to Article II, Section 1. With respect to any Employee who was a member of the Union as of its Effective Date of Participation, his Effective Date of Participation shall be the same as the Union's.

Eligibility Computation Period: The term "Eligibility Computation Period" shall mean (a) in respect to the initial eligibility computation period, a period of twelve (12) consecutive months commencing with the month in which the Employee first performs an Hour of Work and (b) in respect to subsequent eligibility computation periods, a Plan Year commencing with the Plan Year which includes the first anniversary of a Participant's employment commencement date.

Employee: The term "Employee" shall mean:

(a) any person who is or has been employed by an Employer to perform tasks coming within the Jurisdiction of the Union;

(b) any person who, after accruing one Year of Service with the Fund based on employment within the trade Jurisdiction of the Union, is or has been employed by an Employer to perform tasks outside the Jurisdiction of the Union and whose Employer elects to contribute under such terms and conditions as the Trustees may prescribe;

(c) any person employed in a paid capacity by the Union or an organization of unions or an apprenticeship fund on whose behalf his/her employer is obligated to make Contributions to the Fund; and

(d) any person employed by any board of trustees, committee or other agency established to administer or be responsible for fringe, benefit funds, educational or other programs established through collective bargaining by the Union and an Employer in respect to whom such board of trustees, committee or other agency elects to contribute under such terms and conditions as the Trustees may prescribe.

No person who is a sole proprietor or a partner in an Employer partnership shall be an Employee.

The Mid-Michigan Plan adopts the "alumni rule" as set forth in Treasury Regulation §1.410(b)-6(d)(2)(ii) for the purpose of defining a "collectively bargained employee" under the Internal Revenue Code.

Employer: The term "Employer" shall mean:

(a) any member of the Association and any other individual, partnership, corporation or business entity which is engaged in work using or employing the services of individuals performing work tasks coming within the Jurisdiction of the Union and which has a Pension Agreement in effect;

(b) the Union or an organization of unions to the extent, and solely to the extent, that it acts in the capacity of an Employer of Employees in whose behalf it makes contributions to the Trust Fund pursuant to a Pension Agreement; and

(c) any board of trustees, committee or other agency established to administer or be responsible for fringe benefit funds, educational or other programs established by collective bargaining by the Union and Employer(s), to the extent, and solely to the extent, that it acts in the capacity of an Employer of Employees in whose behalf it makes contributions to the Trust Fund pursuant to a Pension Agreement.

Employer Contributions: The term "Employer Contributions" shall mean the employer contributions remitted or required to be remitted by Employers on behalf of an Employee. Employer Contributions become vested plan assets at the time they become due and owing to the Fund.

Former Participant: The term "Former Participant" shall mean either a person who has been a Participant but has terminated participation by suffering a Permanent Break in Service pursuant to Article II, Section 6, and whose accumulated Future Service Credit, Years of Service and Vesting Years, if any, have therefore been cancelled or a person who has been a Participant but has terminated participation by receiving a lump sum payment pursuant to Article VIII, Section 4, and whose accumulated Future Service Credit and Years of Service (except as these Years of Service are used to determine the Participant's Vesting Years pursuant to Article VI), if any, have therefore been cancelled.

Future Service Credit: The term "Future Service Credit" shall mean the basis upon which credit is given to an Employee for years of employment in the industry in the Jurisdiction of the Union during which his Employer or Employers are required to make contributions to the Fund on his behalf or for employment in another jurisdiction for which Employer contributions are transferred to the Fund pursuant to a reciprocity agreement entered by the Trustees.

Hours of Service: The term "Hours of Service" shall mean the hours with which an Employee is credited under the Plan. For this purpose, each 870 Hours of Work shall be equivalent to 1000 Hours of Service and 300 Hours of Work shall be equivalent to 345 Hours of Service.

Hours of Work: The term "Hours of Work" shall mean:

(a) each hour for which an Employee is paid, or entitled to payment, for the performance of duties for an Employer during the Plan Year. Such hours shall be credited to the Plan Year in which the duties are performed; and

(b) each hour for which back pay, irrespective of mitigation of damages, is either awarded or agreed to by an Employer for the performance of duties for an Employer. Such hours shall be credited to the Plan Year in which the duties were performed. In no event shall the same hours be credited under this paragraph if already credited under paragraph (a) above;

(c) each hour credited to an Employee for service in the Armed Forces or other uniformed services of the United States pursuant to Article II, Section 4.

These provisions shall be construed so as to resolve any ambiguity in favor of crediting an Employee with Hours of Work.

Inactive Participant: The term "Inactive Participant" shall mean a person who was an Active Participant but has, pursuant to Article II, Section 6, separated from employment covered by the Plan but has not terminated participation.

Jurisdiction: The term "Jurisdiction" shall mean the type of work normally claimed by the Union in accordance with the Constitution, By-Laws, rules, regulations, and agreements of the United Union of Roofers, Waterproofers and Allied Workers, AFL-CIO, which is performed within the geographic area assigned to the Union by its International Union. Work may come within the Jurisdiction of the Union whether or not it is performed for an Employer.

Mid-Michigan Plan or Plan shall mean the plan of benefits set forth in this Addendum.

Participant: The term "Participant" when used herein without a modifying adjective, shall include Active Participants and Inactive Participants, but not Former Participants or Retirees.

Pension Agreement: The term "Pension Agreement" shall mean any collective bargaining agreement or article thereof or other agreement which provides for Employer contributions to the Trust Fund (or adopts, expressly or implicitly, a written agreement which so provides) and details the basis upon which such contributions are to be made and, with respect to Employees working outside the Jurisdiction of the Union, the terms and conditions prescribed by the Trustees for acceptance of such contributions.

Retiree (Retired Participant): The term "Retiree" (sometimes referred to as "Retired Participant") shall mean a person who was a Participant and who has applied for and is entitled to receive or is receiving monthly benefits from the Fund, including any such person whose entitlement to benefits has been suspended pursuant to Article VIII, Section 6, or who is accruing additional monthly benefits pursuant to Article IV, Section 2, Article V, Section 2, or Article VI, Section 2.

Surviving Spouse: Subject to any valid order which the Trustees determine is a Qualified Domestic Relations Order under applicable federal law, the term "Surviving Spouse" shall mean the person to whom a Participant or Retiree is legally married at the time of his death, except 1) with respect to a Retiree whose benefits are in a Qualified Joint and Survivor Form described in Section 2 or 3(a) of Article VIII, "Surviving Spouse" shall mean the person to whom he was legally married at the time such benefits became payable, and 2) with respect to a Participant who fails to apply for a benefit to which he is entitled before the first day of April of the year following the calendar year in which he reaches age seventy and one-half (70½), " Surviving Spouse" shall mean the person to whom he was legally married on that April 1. Further, "Spouse" or "Surviving Spouse" as used in this Plan means the individual recognized as the legal spouse of the Participant under the federal Defense of Marriage Act.

Year of Service: The term "Year of Service" shall mean a year which is used in calculating the amount of a Participant's benefits, in accordance with the provisions of Article II, Section 2.

ARTICLE II - PARTICIPATION AND YEARS OF SERVICE

Section 1 – Eligibility for Participation

An Employee shall become a Participant when, within the Eligibility Computation Period, he is credited with 1,000 Hours of Service (870 Hours of Work).[1] His participation shall commence on the first day of the following month.

If a Participant who has terminated participation by incurring a Permanent Break in Service pursuant to Article II, Section 6, or receiving a lump sum payment pursuant to Article VIII, Section 4, resumes employment as an Employee covered by the Plan, he shall again become a Participant, retroactive to the date upon which he resumed employment, when he has again met the foregoing requirements.

Section 2 – Eligibility for Benefits

A Participant's eligibility for benefits shall be based on his Years of Service. A Year of Service shall be determined in accordance with the following provisions:

(a) Prior to June 1, 1966, Years of Service shall mean the number of consecutive years as of that date that the Participant had maintained continuous membership in the Union since he first became a member, when he reinstated his membership or when he transferred his membership into the Union, whichever is latest.

(b) For his Participation in the Plan prior to June 1, 1976, a Participant will be credited with Years of Service based on hours worked during a Plan Year for which Employer Contributions were made to the Fund in accordance with the following schedule:

Hours Worked During Plan Year for Which Contributions are Made to the Fund for Covered Employment	Years of Service
Less than 150	.0
150 but less than 300	.1
300 but less than 450	.2
450 but less than 600	.3
600 but less than 750	.4
750 but less than 900	.5
900 but less than 1,050	.6
1,050 but less than 1,200	.7
1,200 but less than 1,350	.8
1,350 but less than 1,500	.9

[1] Those who were Participants in the Original Plan as of May 31, 1976, and who did not suffer a break in Continuous Service as that term is used in the Original Plan as of that date, became Participants in this Plan as of June 1, 1976.

Hours Worked During Plan Year for Which Contributions are Made to the Fund for Covered Employment	Years of Service
1,500 but less than 1,650	1.0
1,650 but less than 1,800	1.1
1,800 but less than 1,950	1.2
1,950 but less than 2,100	1.3
2,100 but less than 2,250	1.4
etc.	

(c) Beginning June 1, 1976, a Year of Service shall mean a Plan Year during which a Participant has been credited with at least one thousand (1000) Hours of Service (870 Hours of Work). If the Participant is performing tasks coming within the Jurisdiction of the Union, he shall accrue one-tenth (1/10th) of a credit for each one hundred and fifty (150) Hours of Work up to eight hundred and seventy (870). No more than one Year of Service may be accrued in a single Plan Year.

Section 3 – Years of Service for Contiguous Non-Covered Employment

Non-Covered Employment shall be employment with an Employer which does not come within the Jurisdiction of the Union. If an Employee who was employed in Non-Covered Employment becomes a Participant in the Plan while working for an Employer, he shall be given Years of Service for his Contiguous Employment with that Employer immediately prior to the date his work comes within the Jurisdiction of the Union, but in no event for any such employment prior to the date the Employer became a Contributing Employer to the Fund. The Years of Service thus granted retroactively shall be based on Hours of Work as opposed to hours for which contributions were received and shall be used for determining eligibility for benefits only and shall not be used for purposes of benefit accrual or to prevent a Participant from becoming Inactive pursuant to Section 6 of the Article II.

A Participant who becomes employed in Non-Covered Employment for an Employer immediately after he has been working under the Jurisdiction of the Union shall continue to accrue Years of Service for such Contiguous Non-Covered Employment based on his Hours of Work; but such Years shall not be used for purposes of benefit accrual unless his Employer has elected to contribute under such terms and conditions as the Trustees may prescribe, in which case only such contributions shall be counted in his benefit accrual.

Section 4 – Years of Service for Military and Uniformed Service

If an Employee enters service in the Armed Forces or other uniformed services of the United States (hereinafter "Forces") and serves for a period of five (5) years or less, unless his service is extended by the government, and resumes employment as an Employee covered by this Plan within twelve (12) months of the date of his discharge under honorable conditions from the Forces, or within twenty-four (24) months if he is recovering from an illness or injury incurred during or aggravated by his service in the Forces, he shall be credited with Hours of Service and shall accrue Years of Service for the period of his service in the Forces. The Hours of Service

with which he is credited for each month of his service in the Forces shall be the average number of Hours of Service with which he was credited each month during 1) the three (3) Plan Years or 2) the twelve (12) consecutive month period immediately preceding his entry into the Forces, whichever is higher. If he first became an Employee within three (3) Plan Years of his entry into the Forces, the Hours of Service with which he is credited shall be the average number of Hours of Service with which he was credited 1) during the shorter period or 2) the twelve (12) consecutive month period immediately preceding his entry into the Forces, whichever is higher.

An Employee who is a Reservist or National Guardsman and is called to active service by the United States Government shall be credited with Hours of Service and shall accrue Years of Service for the period of that active service in accordance with the provisions set out in the above paragraph.

The cost of crediting Hours of Service and Years of Service granted pursuant to this Section 4 shall be borne by the Plan, not by the Participant's last Employer.

Section 5 – Break in Service

A Participant who is not vested in any percentage of his Accrued Benefit shall accrue a Break in Service Year for each Plan Year in which he is credited with fewer than one hundred seventy two (172) Hours of Service (150 Hours of Work).

If a Participant timely notifies the Trustees and furnishes the information required by them to establish that absence from work is due to the pregnancy of the Participant, the birth of a child of the Participant, placement of a child with the Participant for adoption or caring for such a child immediately following birth or placement, hours which the Participant would otherwise have worked shall be counted as though they were Hours of Service, for the purpose of preventing one Break in Service Year only, up to a maximum of five hundred and one (501) Hours of Service (436 Hours of Work) either in the Year in which the absence began or, if not needed to prevent a Break in Service in that Plan Year, then in the following Plan Year.

When the number of consecutive Break in Service Years accumulated by a Participant who has not become vested pursuant to Article VII hereof equals five (5), the Participant shall suffer a Permanent Break in Service, his participation in the Plan shall be terminated and his accumulated Future Service Credit and Years of Service, if any, shall be cancelled.

Section 6 – Inactive Participant

An Active Participant who has not accrued even a partial Year of Service, excluding Years of Service for Contiguous Non-Covered Employment, during either of two (2) consecutive Plan Years shall, at the end of the second such Plan Year, be deemed to have separated from employment covered by the Plan and shall become an Inactive Participant.

ARTICLE III - BENEFIT ACCRUAL

Section 1 – Accrued Benefit

A Participant's Accrued Benefit shall be equal to his Future Service Credit, if any, determined in accordance with Section 2, below.

Section 2 - Future Service Credit (Benefit Credit)

A Participant shall accrue a monthly benefit as a result of Hours of Service (Hours of Work) credited to him and Employer Contributions made or required to be made on his behalf for work performed on and after March 11, 1998 (including any Employer Contributions transferred to the Fund through the operation of reciprocity agreements with other qualified pension plans for work performed by the Participant), which shall be called Future Service Credit, equal to the sum of the following:

(a) One-twelfth (1/12th) of ninety-six dollars ($96.00) for each Year of Service accrued by the Participant prior to June 1, 1966, **plus**

(b) One-twelfth (1/12th) of seventy percent (70%) of the total contributions made or required to be made on behalf of the Participant from June 1, 1966 through May 31, 1998, **plus**

(c) One twelfth (1/12th) of fifty percent (50%) of the total contributions made or required to be made on behalf of the Participant from June 1, 1998 through May 31, 2000, **plus**

(d) One-twelfth (1/12th) of fifty percent (50%) of the total contributions made or required to be made on behalf of the Participant from June 1, 2000 through October 31, 2000, **or** three and one-half dollars ($3.50) per one hundred (100) Hours of Work during that period, whichever is greater, **plus**

(e) Three and one-half dollars ($3.50) per one hundred (100) Hours of Work from November 1, 2000, through May 31, 2004, plus.

(f) Four dollars and sixty cents ($4.60) per one hundred (100) Hours of Work from June 1, 2004, through May 31, 2006, plus

(g) Five dollars and sixty cents ($5.60) per one hundred (100) Hours of Work from June 1, 2006, through May 31, 2008, plus

(h) Six dollars and sixty cents ($6.60) per one hundred (100) Hours of Work from June 1, 2008, through June 30, 2009; plus

(i) One dollar ($1.00) per one hundred (100) Hours of Work from July 1, 2009, through May 31, 2013; plus

(j) Five dollars ($5.00) per one hundred (100) Hours of Work on or after June 1, 2013.

Future Service Credit for an Employee entitled to be credited with Hours of Service (Hours of Work) and to accrue Years of Service pursuant to Article II, Section 5, for a period of active service in the Armed Forces or other uniformed services of the United States, the National Guard or as a Reservist, shall be calculated as though an Employer had submitted contributions based on Hours of Service (Hours of Work) at the contribution rate(s) in effect for each month during that period. The Plan, not the Participant's last Employer, shall bear the cost of funding this Future Service Credit.

Section 3 - Limitation on Benefits

There is no limitation on the amount of benefits a Participant may accrue hereunder except as required by Section 415 of the Internal Revenue Code. The same provisions as contained in Article X of the Detroit Plan apply to the Mid-Michigan Plan.

ARTICLE IV - NORMAL RETIREMENT BENEFIT

Section 1 – Eligibility

(a) An Active Participant shall be eligible to retire voluntarily and receive a Normal Retirement Benefit on that portion of his Accrued Benefit which accrued prior to November 1, 2000, when he has attained the applicable Normal Retirement Age, which shall be the earlier of:

(1) the later of

(i) the date on which he attains age sixty-two (62), or

(ii) the tenth (10th) anniversary of his most recent date of participation in the Plan; or

(2) the later of

(i) the date on which he attains age sixty-five (65), or

(ii) the fifth (5th) anniversary of his most recent date of participation in the Plan.

(b) An Active Participant shall be eligible to retire voluntarily and receive a Normal Retirement Benefit on that portion of his Accrued Benefit which accrued on and after November 1, 2000, when he has attained the applicable Normal Retirement Age, which shall be the later of:

(1) the date on which he attains age sixty-five (65), or

(2) the fifth (5th) anniversary of his most recent date of participation in the Plan.

(c) The right of an Active Participant to receive Normal Retirement Benefits shall be nonforfeitable on the applicable date(s) set out above in Sections (a) and (b), subject to the following: effective June 1, 1996, a Participant accumulating five or more Vesting Service Credits shall be 100% vested and his retirement shall be nonforfeitable, but this provision does not apply to any Participant who does not have more than one hour of covered service under the Plan on or after June 1, 1996.

Section 2 – Commencement of Benefit Payments

An Active Participant who meets the eligibility requirements for a Normal Retirement Benefit as set forth in Section 1 of this Article IV, upon submission of an application to the Trustees, on a form prescribed and furnished by them and accompanied by personal data required by them, shall become entitled to a Normal Retirement Benefit commencing as of the first day of the month next following the date(s) as of which he has both completed the applicable eligibility requirements as set forth in Section 1 of this Article IV and submitted said application. Distribution of such benefit, in the absence of an earlier application by the Active Participant, shall commence no later than the first day of April following the calendar year in which the Active Participant reaches age 70½.

If a Retiree performs at least one hundred and fifty (150) Hours of Work in a Plan Year for which contributions are made or required to be made and accrues Future Service Credit, he shall commence receiving an additional monthly benefit effective the following January 1 based on that Future Service Credit. Additional monthly benefits shall be payable each January 1 thereafter based on the Future Service Credit, if any, accrued during the immediately preceding Plan Year. Each such additional monthly benefit payable under this Section shall be calculated in the same Form of Benefit in which the Retiree's monthly benefit is being paid and at the rate in effect on the January 1 as of which each separate additional monthly benefit is payable.

Section 3 – Computation of Benefit

(a) Subject to the provisions of Article VIII, an Active Participant who initially retires as of the first day of the first month coincident with or next following the date as of which he meets all of the applicable eligibility requirements for Normal Retirement as set forth in Section 1 of this Article IV, shall be entitled to receive a monthly Normal Retirement Benefit equal to the applicable portion(s) of his Accrued Benefit.

(b) If an Active Participant does not retire at the earliest date on which he would be eligible to commence receiving Normal Retirement Benefits, the Straight Life Form of his benefit shall be the greater of:

(i) an amount actuarially equivalent to the Normal Retirement Benefit to which he would have been entitled had he applied to receive payments on the first day of the month following the month in which he became eligible for Normal Retirement Benefits, or

(ii) the amount calculated in accordance with Section 2 of Article III including any additional Employer contributions made to the Fund in respect to Hours of Work performed by the Active Participant after the month in which he became eligible for Normal Retirement Benefits.

ARTICLE V - EARLY RETIREMENT BENEFIT

Section 1 – Eligibility

An Active Participant shall be eligible to retire voluntarily and receive an Early Retirement Benefit provided he shall, at the time he retires, have at least ten Years of Service, and shall have reached his fiftieth (50th) but not his sixty-fifth (65th) birthday.

Section 2 – Commencement of Benefit Payments

An Active Participant who meets the eligibility requirements for an Early Retirement Benefit as set forth in Section 1 of this Article V, upon submission of an application to the Trustees, on a form prescribed and furnished by them and accompanied by personal data required by them shall become entitled to an Early Retirement Benefit commencing as of the first day of the month next following the date as of which he has both completed the eligibility requirements as set forth in Section 1 of this Article V and submitted said application.

If a Retiree performs at least one hundred and fifty (150) Hours of Work in a Plan Year for which contributions are made or required to be made and accrues Future Service Credit, he shall commence receiving an additional monthly benefit effective the following January 1 based on that Future Service Credit. Additional monthly benefits shall be payable each January 1 thereafter based on the Future Service Credit, if any, accrued during the immediately preceding Plan Year. Each such additional monthly benefit payable under this Section shall be calculated in the same Form of Benefit in which the Retiree's monthly benefit is being paid and at the rate in effect on the January 1 as of which each separate additional monthly benefit is payable.

Section 3 - Computation of Benefits

Subject to the provisions of Article VIII, an Active Participant's monthly Early Retirement Benefit shall be equal to his Accrued Benefit adjusted as follows:

(a) Benefits accrued prior to November 1, 2000 shall be reduced by one-quarter of one percent (1/4 of 1%) for each complete calendar month between the effective date of the Active Participant's Early Retirement and the first day of the month

next following the month in which the Active Participant will reach age sixty-two (62).

(b) Benefits accrued on or after November 1, 2000 shall be reduced by one-half of one percent (1/2 of 1%) for each complete calendar month between the effective date of the Active Participant's Early Retirement and the first day of the month next following the month in which the Active Participant will reach age sixty-two (62), or the actuarial equivalent of the benefit he would be entitled to receive if he retired at age 65, if that amount is greater. However, if the Participant is Inactive at the time of his Early Retirement, such benefits shall be reduced by one-half of one percent (1/2 of 1%) for each complete calendar month between the effective date of the Inactive Participant's Early Retirement and the first day of the month next following the month in which the Inactive Participant will reach age sixty-five (65), or the actuarial equivalent of the benefit he would be entitled to receive if he retired at age 65, if that amount is greater.

(c) Benefits accrued on or after June 1, 2005, shall be reduced by ½ of 1% for each complete calendar month between the effective date of the Active Participant's Early Retirement and the first day of the month next following the month in which the Active Participant will reach age 65, or the actuarial equivalent of the benefit he would be entitled to receive if he retired at age 65, if that amount is greater.

(d) Notwithstanding section (c), above, if upon an Active Participant's Early Retirement he has at least 20 Years of Credited Service, benefits accrued on or after June 1, 2005, shall be reduced by ½ of 1% for each complete calendar month between the effective date of the Active Participant's Early Retirement and the first day of the month next following the month in which the Active Participant will reach age 62.

ARTICLE VI - DEFERRED VESTED BENEFIT

Section 1 – Eligibility for Deferred Vested Benefits

(a) **Vesting Years.** An Active Participant shall accrue a Vesting Year for each accumulated Year of Service. An Active or Inactive Participant shall also accrue a Vesting Year for each accumulated Year of Service for Contiguous Non-Covered Employment. No more than one Vesting Year may be accrued in any Plan Year.

(b) **Eligibility.** A Participant who becomes an Inactive Participant shall be eligible to receive a Deferred Vested Benefit provided he has, at the time he becomes an Inactive Participant, he accrued 5 Vesting Years since his Effective Date of Participation, and he is not eligible for any other type of benefit under the Plan and provided he worked more than one hour of covered service under the Plan on or after June 1, 1996. If he did not work more than one hour of covered service

on or after June 1, 1996, he must have 10 or more Vesting Years to be eligible for a benefit.

Section 2 - Commencement of Benefit Payments

Unless a lump sum payment is payable as provided for in Section 4 of Article VIII, and subject to his right to elect an earlier commencement date in accordance with later provisions of this Section 2, an Inactive Participant who meets the eligibility requirements for a Deferred Vested Benefit as set forth in Section 1 of this Article VI, upon submission of an application form to the Trustees, on a form prescribed and furnished by them and accompanied by personal data required by them, shall, provided he is then retired, become entitled to a monthly Deferred Vested Benefit commencing as of the first day of the month coincident with or next following the date on which he attains the Early Retirement Age in effect at the time he last performed an Hour of Work. Distribution of such benefit, in the absence of an earlier application by the Inactive Participant, shall commence no later than the first day of April following the calendar year in which the Inactive Participant reaches age 70½.

If a Retiree performs at least one hundred and fifty (150) Hours of Work in a Plan Year for which contributions are made or required to be made and accrues Future Service Credit, he shall commence receiving an additional monthly benefit effective the following January 1 based on that Future Service Credit. Additional monthly benefits shall be payable each January 1 thereafter based on the Future Service Credit, if any, accrued during the immediately preceding Plan Year. Each such additional monthly benefit payable under this Section shall be calculated in the same Form of Benefit in which the Retiree's monthly benefit is being paid and at the rate in effect on the January 1 as of which each separate additional monthly benefit is payable.

Section 3 - Computation of Benefit

Subject to the Forms of Benefit payment described in Sections 2 and 3 of Article VIII, an Inactive Participant's monthly Deferred Vested Benefit shall be computed in accordance with the provisions of Section 2 of Article III, subject to the applicable Vesting schedule.

ARTICLE VII - SURVIVING SPOUSE BENEFIT

Section 1 – Types of Surviving Spouse Benefits

(a) **Immediate Surviving Spouse's Benefit:** Under an Immediate Surviving Spouse's Benefit, payments shall be made in monthly installments under the provisions of the 50% Qualified Joint and Survivor Form described in Section 2 of Article VIII computed as if the Participant had commenced receiving benefits under said Form immediately prior to his death. Such installments shall commence as of the first day of the month coincident with or next following the date of the Participant's death, but no monthly payments shall actually be paid until approved by the Trustees after an application is submitted to them by or on behalf of the Surviving Spouse on a form prescribed and furnished by them and accompanied by personal data required by them. Distribution of such Benefit shall, in the absence of an

earlier application by the Surviving Spouse, commence no later than one year after the date of the death of the Participant.

(b) **Deferred Surviving Spouse's Benefit:** Under a Deferred Surviving Spouse's Benefit, benefits shall be payable in monthly installments commencing as of the first day on which the Participant could have first started to receive Normal or Early Retirement Benefits or Deferred Vested Benefits had he lived based on his Years of Service and the percentage of his Accrued Benefit in which he was vested as of the date of his death. Such monthly benefit shall be payable for life under the provisions of the 50% Qualified Joint and Survivor Form described in Section 2 of Article VIII computed as if the Participant had lived to the first date as of which he could have commenced receiving Normal or Early Retirement Benefits or Deferred Vested Benefits, applied therefor as of such date under said Form and died immediately thereafter. Such computation shall be based on the age the Participant would have been when benefits would first have become payable and the age the Surviving Spouse is as of such date.

Section 2 – Eligibility for Surviving Spouse Benefits

(a) **For an Immediate Surviving Spouse's Benefit:** If upon the death of an Active Participant, a Disabled Participant receiving monthly Disability Retirement Benefits based on an application filed before December 20, 2000, or an Inactive Participant entitled to a Deferred Vested Benefit, he is survived by a Spouse to whom he was legally married at the time of his death, his Surviving Spouse shall be entitled to receive an Immediate Surviving Spouse's Benefit provided:

(i) the Participant had not yet received any Normal or Early Retirement Benefits or Deferred Vested Benefits from the Plan; and

(ii) the Participant was, at the time of his death, eligible to have commenced receiving a Normal or Early Retirement Benefit or a Deferred Vested Benefit had he applied therefor.

(b) **For a Deferred Surviving Spouse's Benefit:** If, upon the death of an Active Participant who had become vested in a percentage of his Accrued Benefit, a Disabled Participant receiving monthly Disability Retirement Benefits based on an application filed before December 20, 2000, or an Inactive Participant entitled to a Deferred Vested Benefit, he is survived by a Spouse and such Surviving Spouse is not entitled to the Immediate Surviving Spouse's Benefit described in (a) above, she may be entitled to a Deferred Surviving Spouse's Benefit.

Section 3 – Death Benefits for Beneficiaries of a Participant on Military Leave

Effective January 1, 2007, the beneficiary of a Participant on a leave of absence to perform military service with reemployment rights under Section 414(u) of the Internal Revenue Code shall be entitled to any additional benefits (other than benefit accruals relating to the period of

qualified military service) that would be provided under the Plan had the Participant died as an Active Participant in accordance with Section 401(a)(37) of the Internal Revenue Code.

ARTICLE VIII - FORM OF, SUSPENSION OF, TERMINATION OF, AND REINSTATEMENT OF BENEFITS

Section 1 - Straight Life Form of Benefits

Whenever the applicable provisions of Articles IV, V or VII call for monthly payment of Normal, Early, or Deferred Vested Benefits, unless another form of benefit is payable in accordance with the provisions of Sections 2 or 3 of this Article VIII, or a lump sum cash payment is made in accordance with the provisions of Section 4 of this Article VII, the benefit payable shall be paid in equal monthly installments throughout the remainder of the Retiree's lifetime, terminating with the payment due on the first day of the month in which his death occurs.

Section 2 - Qualified Joint and Survivor Form

If at the time an Active Participant's Early or Normal Retirement Benefits commence, or an Inactive Participant's monthly Deferred Vested Benefits commence, he is legally married, his benefits shall automatically be paid from that time on under a 50% Qualified Joint and Survivor Form, unless he elects to waive that Form of Benefit and his spouse consents to that waiver. Any such waiver, which must include spousal consent, must be on a form prescribed and furnished by the Trustees and the execution of said consent must be witnessed by an authorized Fund representative or a Notary Public. The Trustees shall provide the Participant with a written explanation of the 50% Qualified Joint and Survivor Form of Benefit, explanation of the waiver and spousal consent, and the relative values of the optional forms of benefit no less than 30 days and no more than 180 days before the date on which the first benefit becomes payable.

The 50% Qualified Joint and Survivor Form shall provide the Retiree with a reduced monthly benefit for his remaining lifetime with 50% of such reduced benefit payable for the remainder of her life to his Surviving Spouse, if any.

Subject to the provisions requiring a spousal consent to a waiver of the 50% Qualified Joint and Survivor Form, a Participant may, at any time prior to the actual commencement of his monthly benefits, elect or revoke a prior election of a form of benefit provided for in this Article.

Once payments commence under the 50% Qualified Joint and Survivor Form, benefits thereunder shall only be paid to the Retiree and/or his Surviving Spouse who was his spouse at the time payments commenced.

Section 3 - Optional Forms of Benefits

In lieu of receiving monthly benefits pursuant to the provisions of Section 1 or 2 of this Article, whichever is applicable, a Participant retiring under the Normal or Early Retirement provisions of the Plan or an Inactive Participant whose monthly Deferred Vested Benefits are to commence

may, at the time of making application for benefits, elect to receive his benefits under one of the optional forms described below:

(a) **100% Qualified Joint and Survivor Option** - This form is the same as that described in Section 2 of this Article except that the benefit payable to the Surviving Spouse is 100% of the Retiree's reduced benefit. The Participant may elect this Form without the consent of his spouse.

(b) **Life-Ten Years Certain Option** - This form provides an amount Actuarially Equivalent to the Straight Life Form of Benefits described in Section 1 of this Article reduced to provide a benefit payable, should the Participant who has Retired die after the first benefit becomes payable but before one hundred and twenty (120) monthly benefits have been paid, to the Beneficiary(ies) designated by the Participant at the time of Retirement commencing the first day of the month following the Retiree's death and continuing until the number of payments made to the Retiree and to his Beneficiary(ies) combined is one hundred and twenty (120). If the Retiree and the Beneficiary(ies) should die before a total of one hundred and twenty monthly (120) benefits has been paid, the remaining payments needed to reach one hundred and twenty (120) shall be paid to the estate of the last to die, or in a lump sum if the value is less than $5,000, provided that claim therefor is made within twelve (12) months of the date of the last death.

The Retiree shall be permitted to change his designated Beneficiary(ies) before a total of one hundred and twenty (120) monthly benefits have been paid, subject, if applicable, to the written consent of the spouse to whom he was legally married at the time benefits first became payable if she is still living. Any such designation shall be effective the first of the month following the receipt of a written Change of Beneficiary(ies) on a form prescribed and furnished by the Trustees and executed before an authorized Fund Representative or Notary Public, but only if it is received in the Fund Office prior to the date of the Retiree's death.

A Beneficiary may, when benefits are payable to him, make a one-time irrevocable assignment in writing, on a form prescribed and furnished by the Trustees, of all rights and benefits to which he is entitled.

(c) **Life-Five Years Certain Option** - This form provides a benefit payable, should the Participant who has retired die after the first benefit becomes payable but before sixty monthly (60) benefits have been paid, to a Beneficiary(ies) designated by the Participant at the time of retirement commencing the first day of the month following the Retiree's death and continuing until the number of payments made to the Retiree and to the Beneficiary(ies) combined is sixty (60). If the Retiree and the Beneficiary(ies) should die before a total of sixty (60) monthly benefits has been paid, the remaining payments needed to reach sixty (60) shall be paid to the estate of the last to die, or in a lump sum if the value is less than $5,000, provided that claim therefor is made within twelve (12) months of the date of the last death.

The Retiree shall be permitted to change his designated Beneficiary(ies) before a total of sixty (60) monthly benefits have been paid, subject, if applicable, to the written consent of the spouse to whom he was legally married at the time benefits first became payable if she is still living. Any such designation shall be effective the first of the month following the receipt of a written Change of Beneficiary(ies) on a form prescribed and furnished by the Trustees and executed before an authorized Fund Representative or Notary Public, but only if it is received in the Fund Office prior to the date of the Retiree's death.

A Beneficiary may, when benefits are payable to him, make a one time irrevocable assignment in writing, on a form prescribed and furnished by the Trustees, of all rights and benefits to which he is entitled.

(d) **Social Security Adjustment Option** - That portion of a Participant's benefit accrued on or before November 1, 2000 may be paid in the form of a Social Security Adjustment Option. This form provides a higher benefit amount before the Retiree attains age sixty-two (62), then a reduced benefit amount after the Retiree attains age sixty-two (62) and is eligible for monthly Social Security benefits. Payments under this Option are calculated so that the Retiree's monthly pension benefit payments before age sixty-two (62) approximate the total of the monthly pension benefit payments after sixty-two (62) plus estimated monthly Social Security benefits. This Option may be elected by a Participant who elects to receive benefits in the Straight Life Form under Section 1 or a Qualified Joint and Survivor Form under Section 2, or Section 3(a), but not in either the Life-Ten Years Certain or Life-Five Years Certain forms.

(e) **Effective June 1, 2009, a 75% Qualified Joint and Survivor Option** - This form is the same as that described in Section 2 of this Article except that the benefit payable to the Surviving Spouse is 75% of the Retiree's reduced benefit.

Section 4 – Lump Sum Cash Payments

If at the time a Participant becomes an Inactive Participant, he is vested in accordance with the provisions of Article VI, the Trustees may pay a lump sum benefit if the value of such single sum is $5,000, or less. The Trustees may unilaterally distribute such amount in a lump sum cash payment to the Inactive Participant in full settlement of all his rights to benefits under the Plan. Any single sum cash payment shall cancel the Inactive Participant's accumulated Future Service Credit and Years of Service, but not his Vesting Years.

In the event of a distribution greater than $1,000 under this section, if the Inactive Participant does not elect to have such distribution paid directly to an eligible retirement plan specified by the Inactive Participant in a direct rollover or to receive the distribution as a direct payment, then the plan administrator will pay the distribution in a direct rollover to an individual retirement plan designated by the plan administrator.

Section 5 - Return to Employment:

(a) If an Inactive Participant, who has not terminated participation by receiving a lump sum payment pursuant to Section 4 of the Article VIII, resumes employment as an Employee covered by this Plan, he shall again become an Active Participant, retroactive to the date upon which he resumed employment, when he has been credited with 172 Hours of Service (150 Hours of Work) in an Eligibility Computation Period.

(b) If a Former Participant who has terminated participation by receiving a lump sum payment pursuant to Section 4 of this Article VIII, resumes employment as an Employee covered by this Plan, he shall again become an Active Participant retroactive to the date upon which he resumed employment, when, within an Eligibility Computation Period, he has been credited with 1000 Hours of Service (870 Hours of Work). If, however, the Former Participant chooses to repay to the Fund the amount of the lump sum payment received by him with interest at 5% compounded annually from the date such payment was made until the date of repayment, then the Future Service Credit and Years of Service previously cancelled shall be reinstated, provided that repayment is made prior to a date as of which the Participant incurs five (5) consecutive Break in Service Years.

Section 6 - Suspension of Benefits

A Retiree's benefits shall be suspended for any period prior to the first day of April following the calendar year in which he reaches age seventy and one-half (70½) if he meets all of the following conditions:

(a) he has become actively employed by an Employer, by any other employer, or self-employed, for at least forty (40) hours in any calendar month or for at least forty (40) hours in the payroll periods falling within a calendar month. Such hours shall include hours for which the Retiree is paid or entitled to payment for performance of duties as well as hours for which he is paid or entitled to payment on account of a period of time for which no duties are performed due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military leave or leave of absence;

(b) such employment is in the same industry as the type of business activity engaged in by any Employer who was an Employer at the time the Retiree first received his monthly benefits (or would have received his monthly benefits had he not remained in or returned to an employed status);

(c) such employment is in the same trade or craft in which the Retiree was employed at any time while participating in the Plan; and

(d) such employment is within the State of Michigan.

The terms "industry" and "trade or craft" shall have meanings prescribed by IRC §411(a)(3)(B) and regulations issued by the Department of Labor, with the exception that trade or craft shall not include any supervisory or managerial activity which is reasonably related to the underlying skills associated with the trade or craft for which the Retiree was trained or in which he acquired his work experience.

A Retiree who intends to return to employment as described above must notify the Trustees in advance on a form prescribed and furnished by them of his intent to do so and must again notify the Trustees on a form prescribed and furnished by them when he no longer meets all four (4) of the conditions set forth above so that payment of his monthly benefits may be resumed. Should a Retiree who returns to employment without notifying the Trustees of his intent to do so be discovered on a job performing work tasks described in Subsection (c) above, the Trustees may presume that he has been re-employed under the four (4) conditions set forth above for the entire period that his employer has been working on that particular jobsite and suspend his monthly benefits for such period. This presumption shall be rebuttable but it shall be the responsibility of the Retiree to submit evidence to rebut said presumption.

When a Retiree who has had his monthly benefits suspended notifies the Trustees that he no longer meets all four (4) conditions set forth above, he shall again start receiving his monthly benefits not later than the first day of the third calendar month after the calendar month in which such notification is given. When monthly benefit payments are resumed, the first monthly payment shall include payments for any months for which benefits were suspended when the Retiree did not meet all of the four (4) conditions set forth above, less any offset or recoupment which the Trustees are permitted to impose by applicable regulations.

In the event a Retiree receives monthly benefits for any period of time for which he is not entitled because of the provisions of this Section 6, the Trustees shall recoup any overpayments as quickly as they are permitted to do so by the applicable regulations.

The Trustees shall adopt such other reporting and related procedures as they deem necessary to police the provisions of this Section 6 and shall notify all Retirees receiving monthly benefits from the Fund of the provisions of this Section 6 and of all other procedures adopted by the Trustees to give effect thereto.

When payment of monthly benefits is resumed, the amount of such payments shall be the same as the Retiree was receiving from the Plan prior to his return to work (except for any recoupment of overpayments) unless there has been a general improvement in Plan benefits to which he would have been entitled had he not returned to work.

Additional monthly benefits shall be payable each January 1 based on the Future Service Benefit Credit accrued by the Retiree during the immediately preceding calendar year, unless his monthly benefits are suspended on that date, in which case they shall be payable when payment of his monthly benefits is resumed. Each such additional benefit payable under this Section shall be calculated in the same Form of Benefit in which the Retiree's monthly Benefit is being paid and at the rate in effect on the January 1 as of which each additional Benefit is paid.

Section 7 - Actuarial Valuations

The benefits under the Plan and the rules governing eligibility therefor have been adopted by the Trustees on the basis of periodic actuarial valuations made by an Enrolled Actuary engaged by them. The Trustees shall have periodic re-valuations performed at least as frequently as required by ERISA; however, it is recognized that the actual experience of the Fund may differ from the assumed experience from time to time and that, if required to meet the funding requirements of ERISA, the Trustees may amend the Plan to decrease benefit amounts and may, if actual experience is more favorable than assumed experience, increase benefit amounts or reduce eligibility requirements to qualify therefor.

Section 8 – Notice of Benefits

When a benefit under the Plan is requested, the Participant will be provided a notice which shall include a general description of the material features, and an explanation of the relative values of, the optional forms of benefit available under the plan in a manner that would satisfy the notice requirements of IRC 417(a)(3) and Treas. Reg. 1.417(a)(3)-1.

ARTICLE IX - PARTICIPATION UNDER ORIGINAL PLAN

Section 1 - Protection of Rights

In the event a Participant who was a Participant in the Plan as of June 1, 1976, in accordance with the provisions of Section 1 of Article II, and was, as of May 31, 1976, eligible to receive benefits under the provisions of the Original Plan as they were in effect as of that date, becomes or remains eligible for benefits under the Plan, the benefit which he shall receive shall not be less than the benefit to which he was entitled under the Original Plan as of May 31, 1976.

ARTICLE X - MISCELLANEOUS PROVISIONS

Section 1 - Limitation of Rights to Benefits

No Former, Disabled, Active, Inactive, or Retired Participant, Spouse, Beneficiary, alternate payee, or any person claiming by or through any such person, shall have any right, interest, or title to any benefits under the Trust Agreement, the Plan, or the Fund, except as such right, interest, or title shall have been specifically granted pursuant to the terms of said Plan.

Section 2 - Non-Alienation of Benefits

Except as may be required to comply with Qualified Domestic Relations Orders under the provisions of the Retirement Equity Act of 1984, no benefits payable at any time under the Plan shall be subject in any manner to alienation, sale, transfer, assignment, pledge, attachment, or encumbrance of any kind. Any attempt to alienate, sell, transfer, assign, pledge, or otherwise encumber any such benefit, whether presently or thereafter payable, shall be void. No benefit nor the Fund shall, in any manner, be liable for or subject to the debts or liability of any person entitled to any benefits. If a person entitled to benefits shall attempt to alienate, sell, transfer,

assign, pledge, or otherwise encumber his benefits under this Plan or any part thereof, or if by reason of his bankruptcy or other event happening at any such time, such benefits would devolve upon anyone else or would not be enjoyed by him, or in the event of his legal disability or his inability to care for his affairs, the Trustees, in their discretion, may terminate his interest in any such benefit and hold or apply it to or for the benefit of such person, his spouse, dependent children, or any of them, in such manner as the Trustees may deem proper.

Should a copy of a Domestic Relations Order be filed with the Trustees, the Trustees shall take whatever steps are required to determine whether such an Order is "Qualified" as described in the Retirement Equity Act of 1984 and the regulations issued thereunder. Once such a determination is made, the Trustees shall notify the Participant and the alternate payee(s) of such determination and, if such Order is Qualified, honor same in determining the rights of the Participant and such alternate payee(s) to benefits under the Plan.

Notwithstanding the preceding, a Disabled Participant receiving benefits under the Plan based on an application filed before December 20, 2000 or a Retiree may authorize the Fund to pay any portion of his benefits to any organization which provides him with health benefits. Such authorization is revocable at any time by the Disabled Participant or Retiree and must be made and revoked on forms provided by the Fund. Any such assignment or revocation shall be effective on the first day of the month next following the month in which the assignment or revocation is received by the Fund.

Section 3 - Incompetent Payees

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

Section 4 - Facility of Payment

If, when benefits first become payable under the Plan, the lump sum Actuarial Equivalent of the monthly benefit payable to anyone entitled to benefits hereunder is less than $5,000, the benefit shall be paid as a lump sum cash payment in lieu of all benefits otherwise payable pursuant to section 5.8 of the Detroit Plan.

Section 5 - Time Requirements for Applications

No benefits, other than lump sum cash payments unilaterally payable by the Trustees pursuant to the provisions of Section 4 of Article VIII, shall be paid unless application therefor is made to the Trustees as provided for in other Sections and Articles of the Plan or unless specifically provided for in other Sections and Articles of the Plan.

Section 6 - Distribution of Benefits

Distribution of benefits for which a Participant is eligible will, unless the Participant elects otherwise, begin no later than the 60th day after the end of the Plan Year in which the latest of the following occurs:

(a) the Participant attains age sixty-five(65);

(b) the Participant reaches the tenth (10th) anniversary of his date of participation in the Plan which participation commenced subsequent to his latest Permanent Break in Service, if any; or

(c) the Participant terminates his employment with the Employers maintaining this Plan.

Notwithstanding the foregoing, the failure of a Participant and his spouse to consent to a distribution while a benefit is immediately distributable, within the meaning of Article VIII, Section 2 hereof, shall be deemed to be an election to defer commencement of payment of any benefit sufficient to satisfy this Section 6.

Section 7 – Strikes

Absence during an authorized and lawful strike occurring after the effective date, which strike is not in violation of the Collective Bargaining Agreement then in effect, if any, between the Employer and the Union, shall not for the period of such strike result in loss of Credited Service, nor shall Hours of Service accrue during such a period except for purposes of determining whether a break in service has occurred. In the event there is a dispute as to whether a strike is authorized and lawful, the same shall be determined by the Trustees. In the event the Participant fails to return to employment with the Employer after the termination of the strike or if the Participant is lawfully and permanently replaced, then the provisions of the Plan shall fully apply.

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nonspouse beneficiary, an Eligible Retirement Plan is an inherited IRA under IRC §408(d)(3)(C).

(3) A distributee includes an Employee or former Employee. In addition, the Employee's or former Employee's surviving Spouse and the Employee's or former Employee's Spouse or former Spouse who is the alternate payee under a Qualified Domestic Relations Order, as defined in Code Section 414(p), are distributees with regard to the interest of the Spouse or former Spouse. A Distributee also includes an eligible designated nonspouse beneficiary.

(4) A direct rollover is a payment by the Plan to the eligible retirement plan specified by the distributee.

13.9 Right to Recover Overpayments

The Fund has the right to recover from any Participant, Retiree, Spouse, Surviving Spouse, Beneficiary, or other payee any amounts paid by the Fund which were not properly owing under the terms of the Plan, whether such amounts were paid by mistake, fraud, or any other reason. The Fund has the right to pursue the payee (including the Participant/Retiree and his/her Spouse jointly and severally), for the full amount due and owing under this provision. At the Fund's sole option, it may enforce this provision by offsetting future benefits until the amount owed has been recovered.'

13.10 Withdrawal Liability

The Withdrawal Liability Procedures of the Roofers Local 149 Pension Fund are incorporated by reference, and any amendment to same, into the Plan.

IN WITNESS WHEREOF, this Plan has been executed 12/9, 2013.

EMPLOYER TRUSTEES	UNION TRUSTEES
Paul Aebich	Joe Bu
	Ronald Lehm
	Robert J. Dei
	Mark K Peterson
	Robert Peter

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