

RULES AND REGULATIONS

FOR THE BRICK MASONS' PENSION TRUST FUND

AMENDED AND RESTATED AS OF MAY 1, 2015

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RULES AND REGULATIONS

FOR THE

BRICK MASONS' PENSION TRUST FUND

This restatement sets forth the Pension Plan, as amended, for the above named Pension Fund as of May 1, 2015, except as otherwise provided in this Plan document and any subsequent amendments.

Article I. Definitions

Unless the context or subject matter otherwise requires, the following definitions shall govern the Plan.

Section 1. Trust Agreement

"Trust Agreement" means the Amended Agreement and Declaration of Trust for The Brick Masons' Pension Trust Fund amended and restated as of May 1, 1976, as that instrument may from time to time be amended.

Section 2. Collective Bargaining Agreements

The term "Collective Bargaining Agreements" includes:

- (a) The agreement of May 1, 1962 by and between Local 2, 13, 15 and 26 of the Brick Masons and Plasterers International Union and the Masons Contractors Exchange of Southern California, Inc.;
- (b) Any other collective bargaining agreements between the Union or any other union signatory to this Agreement, and any Employer or Employer Association which provides for the making of employer contributions to this Fund; or
- (c) Any extensions, amendments, modifications or renewals of any of the above described agreements, or any substitute or successor agreements to them which provide for the making of employer contributions to this Fund.

Section 3. Union

"Union" means the Bricklayers and Allied Craftsmen Local Union No. 4-A (Orange County) and 4-H (Los Angeles County) (formerly Union Locals 2, 13, and 22), and any other Local Unions of the International Union of Bricklayers and Allied Craftsmen which have a Collective Bargaining Agreement in effect with an Employer and have agreed to be bound by the terms and provisions of the Trust Agreement.

Section 4. Association

The term " Association" shall mean the California Conference of Mason Contractors Exchange of Southern California, Inc., and any other association permitted to become a party to the Trust.

Section 5. Employer

"Employer" means any association, individual, partnership, joint venture or corporation which has agreed to be bound by the terms and provisions of the Trust Agreement and is obligated to make employer contributions to the Trust Fund in accordance with a Collective Bargaining Agreement. "Employer" may also mean any Union, signatory hereto, and the Trust Funds which make contributions hereto on behalf of its employees, unless the inclusion of said Union or Trust Fund as an Employer constitutes a violation of any applicable law or state. An employer shall not be deemed an Employer simply because it is part of a controlled group of corporations or a trade or business under common control, some other part of which is a contributing Employer.

For purposes of identifying highly compensated employees and applying the rules on participation, vesting and statutory limits on benefits under the Fund but not for determining Covered Employment, the term "Employer" includes all corporations, trades or businesses under common control with the Employer within the meaning of Code §414(b) and (c), all members of an affiliated service group with the Employer within the meaning of Code §414(m) and all other businesses aggregated with the Employer under Code §414(o).

Section 6. Employee

- (a) The term "Employee" means any employee of an Employer whose wage rate and working conditions are established by a Collective Bargaining Agreement negotiated by either the Union or the Association and any regular employee of the Union and the Trust Fund, provided contributions are paid for such individuals by the Union or Trust Fund. The term "Employee" shall not include any self employed person or sole proprietor of a business organization which is an Employer.
- (b) The term "Employee" shall also mean an individual who employed by an Employer, such as a supervisor or estimator, or who is less than 100% shareholder in an Employer which is incorporated, such as Corporate Officer, provided that any such individual was a Participant in the Trust Fund as stated in 6 (a) above and provided further that contributions to the Pension, Health and Welfare, Vacation and Apprentice Funds on any such individual shall be made on all hours worked or paid subject to a minimum of 160 hours per month.

Section 7. Covered Employment

The term "Covered Employment" means employment in work covered by a Collective Bargaining Agreement. The term "Covered Employment" shall also mean work performed by a person regularly employed on a full-time basis by the Trust Fund and any Union participating in this Plan pursuant to regulations adopted by the Trustees. A person who is credited with at least 1,000 Hours of Service in a Plan Year shall be considered regularly employed on a full-time basis.

Section 8. Pension Credit

The term "Pension Credit" means the years of service which are accumulated and maintained for Employees in accordance with Article VI of this Plan.

Section 9. Past Service Credit

The term "Past Service Credit" means periods of employment prior to the Contribution Date to the extent credited in accordance with Article VI, Section 1 of this Plan.

Section 10. Future Service Credit

The term "Future Service Credit" means periods of employment on and after the Contribution date credited in accordance with Article VI, Section 2 of this Plan.

Section 11. Contribution Date

The term "Contribution Date" means the dates indicated below. The Contribution Date to be applied to each Employee shall be the date applicable to the Local Union representing the Employee at the time the first Employer contributions was made on his behalf.

Local Union No.	Contribution Date
2,13,15 and 26	May 1, 1963
24	May 1, 1965
20	July 1, 1966
3 and 22	May 1, 1970

Section 12. Trustees

"Trustees" means the Board of Trustees as appointed or elected under the Trust Agreement and as constituted from time to time in accordance with the provisions of the Trust Agreement.

Section 13. Pension Plan or Plan

The term "Pension Plan" or "Plan" means the provisions herein set forth, as they may be amended from time to time.

Section 14. Plan Year

The term "Plan Year" shall mean the period of twelve consecutive months, beginning on May 1st of each year and ending on April 30th of the following year. For purposes of ERISA and ERISA regulations, the Plan Year shall serve as the vesting computation period, the benefit accrued computation period and after the initial period of employment or of reemployment following a Break in Covered Employment the computation period for eligibility to participate in the Plan.

Section 15. Pensioner

The term "Pensioner" means an Employee who has retired and who is receiving pension benefits under this Plan or to whom a pension would be paid but for time for administrative processing. A Pensioner who has returned to Covered Employment and is accruing benefits on the same basis as other Employees as of the effective date of a benefit increase shall not be considered a Pensioner for purposes of that benefit increase.

Section 16. Participant

The term "Participant" means (a) an Active Participant, (b) a Pensioner, (c) Inactive Vested Participant (d) a Vested Participant, or (e) a Beneficiary.

Section 17. Active Participant

The term "Active Participant" means an Employee who meets the requirements for participation in the Plan and excludes a Pensioner, Inactive Vested Participant or Vested Participant.

Section 18. Vested Participant

The term "Vested Participant" means an Employee who qualifies for a Vested Pension in accordance with the provisions of Article III, Section 14.

Section 19. Normal Retirement Age

Effective May 1, 1988, the term "Normal Retirement Age" shall mean the later of:

- (a) age 63 or
- (b) the earlier of:
 - (1) the fifth anniversary of the Participant's plan participation, disregarding participation before May 1, 1988, or
 - (2) the tenth anniversary of the Participant's plan participation. Participation before a Permanent Break in Service shall be disregarded in applying the above subsection (2).

Section 20. Inactive Vested Participant

The term "Inactive Vested Participant" means a person who has attained the status of a Vested Participant but who has incurred a Separation from Covered Employment as defined in Article III, Section 16 of this Plan.

Section 21. ERISA

The term "ERISA" means the Employee Retirement Income Security Act of 1974, as from time to time amended.

Section 22. Spouse

"Spouse" means the person to whom the Participant is lawfully married under any state law within the United States, including individuals married to a person of the same sex who were legally married in a state that recognizes such marriages, but who are domiciled in a state that does not recognize such marriage.

Section 23. Trust Fund or Fund

The terms "Trust Fund" or "Fund" means the trust fund created and established by the Trust Agreement.

Section 24. Hours of Service

The term, "Hours of Service" shall mean each hour for which an Employee is paid, or entitled to payment, by the Employer(s) for the performance of duties for the in Covered Employment Employer during the Plan Year, or on account of a period of time during which no duties are performed (irrespective of whether the employment relationship has terminated) due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty or leave of absence, or for which back pay, irrespective of mitigation of damages, is either awarded or agreed to by the Employer(s), such hours to be credited to the period or periods to which the award or agreement pertains. (If this provision results in an Employee becoming a Participant for a Plan Year when he was not otherwise a Participant under Article II, the Trustees shall establish equitable procedures therefor.) Notwithstanding the above, the same hours of service shall not be credited both as an award of back pay and as otherwise required by this paragraph. Hours for which an employee is paid or entitled to payment for reasons other than the performance of duties shall be credited whether paid directly by the Employer or through a trust fund or insurance plan or policy , including disability benefits required by state law and workmen's compensation for disability attributable to covered employment. Payment for other than the performance of duties shall be converted into Hours of Service on the basis of the Participant's rate of pay immediately prior to such payments. If the Employee is not entitled to be paid for such time, he shall not receive credit for Hours of Service.

The calculation of the number of Hours of Service to be credited for periods during which no duties are performed, and the crediting of such Hours of Service to periods of time for purposes of computations under the Plan, shall be determined by the Trustees in accordance with the rules set forth in paragraphs (b) and (c) of Regulation Section 2530.200b-2 prescribed by the Department of Labor, which rules shall be consistently applied with respect to all Employees. Except for an Employer-approved leave of absence, no more than 501 Hours of Service shall be credited to an Employee on account of any single continuous period of time during which the Employee performs no duties for the Employer. Two periods of paid non-work time shall be deemed continuous if they are compensated for the same reason (e.g., disability) and are not separated by at least ninety (90) days.

Solely for purposes of determining whether there has occurred a Break in Service, an Employee who is absent from work, whether or not paid or entitled to payment by an Employer, (i) by reason of the pregnancy of the Employee, (ii) by reason of the birth of a child of the Employee, (iii) by reason of the placement of a child in connection with the adoption of the child by the Employee, or (iv) for purposes of caring for the child during the period following such birth or placement for adoption shall be credited with (A) the number of hours that normally would have been credited to such Employee but for such absence or (B), if such normal work hours are not known, eight Hours of Service for each normal work day during such absence. The credit provided to an Employee under this paragraph shall be reduced by each Hour of Service credited to the Employee during such absence under subsection (1), (2), or (3) of this section. An Employee may be credited under this paragraph with no more than 501 Hours of Service for any such absence. An Employee shall be credited with Hours of Service under this paragraph in the Plan Year during which the absence begins, unless in such Plan Year such Employee has already completed at least one (1) Hour of Service, in which case the Employee shall be credited with Hours of Service under this paragraph only in the following Plan Year. An Employee will not be credited with Hours of Service under this paragraph unless the absence is specifically for one or

more of the reasons permitted under this paragraph and the Employee so certifies to the Trustees in writing.

Section 25. Year of Participation

For purposes of compliance with Regulation Section 2530 of the Department of Labor, a "Year of Participation" means a Plan Year after April 30, 1976, during which a Participant works at least 1,400 hours in Covered Employment.

Section 26. Year of Vesting Service

The term "Year of Vesting Service" means a year of service on and after the Contribution Date which is accumulated and maintained in accordance with Article VI, Section 3 of this Plan.

Section 27. Beneficiary

The term "Beneficiary" means a person (other than a Pensioner) who is (a) legally entitled to receive benefits under this Plan because of his or her designation for such benefits by an Active Participant, Vested Participant, Inactive Vested Participant or by a Pensioner, or (b) who is legally entitled to and receiving or is entitled to receive benefits by operation of law.

Section 28. Continuous Employment

Two periods of employment are "Continuous" if there is no quit, discharge or other termination of employment between such periods.

Section 29. Annuity Starting Date

- (a) Subject to subsection (b), below, a Participant's Annuity Starting Date is the first day of the first calendar month starting after the Participant has fulfilled all of the conditions for entitlement to benefits and after the later of:
 - (1) the submission by the Participant of a completed application for benefits, or
 - (2) 30 days after the Plan advises the Participant of the available benefit payment options, unless
 - (A) the benefit is being paid as a Husband-and-Wife Pension at or after the Participant's Normal Retirement Age,
 - (B) the benefit is being paid out automatically as a lump sum under Article VII Section 7, or
 - (C) the Participant and spouse (if any) consent in writing to the commencement of payments before the end of that 30-day period.
- (b) The Annuity Starting Date shall not be later than the Participant's Required Beginning Date as defined in Article VII, Section 5 (b).
- (c) The Annuity Starting Date for a Beneficiary or Alternate Payee shall be determined under subsections (a) and (b), except that references to the Husband-and-Wife Pension and spousal consent do not apply.

- (d) A Participant who retires before his or her Normal Retirement Age and then earns additional benefit accruals under the Plan through reemployment shall have a separate Annuity Starting Date determined under subsection (a) with respect to those additional accruals, except that an Annuity Starting Date that is on or after Normal Retirement Age shall apply for any additional benefits accrued through reemployment after that date.
- (e) For distributions on or after May 1, 1997, the Annuity Starting Date may be a date prior to the date the written explanation is provided to the Participant if the distribution does not commence until at least 30 days after such written explanation is provided, subject to waiver of the 30-day period as provided by Article IV, Section 3.
- (f) Effective May 1, 2004, if the date on which a pension benefit is first actually sent to a retiree is later than the retiree's Annuity Starting date, then the initial payment to the retiree shall include interest in addition to the pension benefits that were due for earlier months. Interest for each overdue payment shall be accumulated from the date that payment was payable to the month when it was actually made. The rate at which interest accumulates during any month during this interval shall be equal to 1/12th of the annual "applicable interest rate" defined in Article I Section 33 for the Calendar Year containing that month.

Section 30. Highly Compensated Employee

- (a) The term "Highly Compensated Employee" includes highly compensated active employees and highly compensated former employees of an Employer. Whether an individual is a highly compensated employee is determined separately with respect to each Employer, based solely on that individual's Compensation from or status with respect to that Employer.
- (b) Effective January 1, 1997, a Highly Compensated Employee is any employee who:
 - (1) was a 5-percent owner of the Employer at any time during the year or the preceding calendar year, or
 - (2) for the preceding calendar year
 - (A) had Compensation from the Employer in excess of \$80,000 (as adjusted annually for increases in the cost-of-living in accordance with regulations prescribed by the Secretary of the Treasury), and
 - (B) was in the top-paid group of employees of such Employer for such preceding calendar year. For this purpose, the top-paid group of employees shall consist of the top 20 percent of the employees when ranked on the basis of Compensation paid during such year.
- (c) Effective prior to January 1, 1997, a Highly Compensated Employee is any employee who performs service for the Employer during the determination year and who:
 - (1) during the look-back year:
 - (A) received compensation from the Employer in excess of \$75,000 (as adjusted under §414(q) of the Internal Revenue Code);

- (B) received compensation from the Employer in excess of \$50,000 (as adjusted under §414(q) of the Internal Revenue Code) and was a member of the top-paid group for that year, or
 - (C) was an officer of the Employer and received compensation from the Employer in an amount greater than 50% of the dollar limitation in effect for that year under §415(b)(1)(A) of the Internal Revenue Code; or
 - (2) meets one of the criteria listed in (a) above for the determination year and is one of the 100 employees who received the most compensation from the Employer during the determination year, or
 - (3) is a 5% owner at any time during the look-back year or the determination year.
- If no officer received compensation in the determination year or look-back year at the level described in (1) (C), above, the officer who received the highest pay in that year shall be treated as a highly compensated employee.
- (d) A highly compensated former employee is an employee who separated from service (or was deemed to have separated) before the determination year, performs no service for the Employer during the determination year, and was a highly compensated active employee either for the separation year or for any determination year ending on or after the individual's 55th birthday.
 - (e)
 - (1) The "determination year" is the plan year for which the test is being applied, and the look-back year is the 12-month period immediately preceding that plan year.
 - (2) An Employer may elect to make the look-back year calculation for a determination year on the basis of the calendar year ending with or within the applicable determination year, in accordance with Treas. Reg. §1.414(q)-1T.
 - (f)
 - (1) If an employee is, during a determination year or look-back year, a family member of a Highly Compensated Employee who is either a 5% owner or one of the 10 most highly paid employees of the Employer during that year, then the family member and the Highly Compensated Employee shall, to the extent required by specific provisions of the Internal Revenue Code, be treated as a single aggregated individual receiving compensation and benefits equal to the sum of the compensation and benefits of the persons aggregated. For this purpose, someone is a family member of a Highly Compensated Employee if he or she is that person's spouse, lineal ascendant or descendant, or the spouse of the person's lineal ascendant or descendant. In applying specific provisions of the Internal Revenue Code the definition of "family member" may be more limited, as set forth in those provisions.
 - (2) The determination of who is a highly compensated employee, including the determinations of the number and identity of employees in the top- paid group, the top 100 employees, the number of employees treated as officers and the compensation that is considered, shall be made in accordance with §414(q) of the Internal Revenue Code and the regulations thereunder.

Section 31. Compensation

- (a) Solely for the purposes of identifying Highly Compensated Employees and establishing the limitations under section 415 of the Internal Revenue Code, a Participant's annual Compensation shall mean the total cash salary or wages paid to the Participant during a Plan Year and reportable as earnings subject to income tax on Form W-2. In addition, Compensation shall include any elective deferral (as defined under Code § 402(g)(3)), and any amount which is contributed or deferred by the Employer at the election of the Employee, and which, by reason of Code §§ 125, 132(f)(4) or 457, is not includible in the gross income of the Employee.
- (b) Compensation shall not include:
 - (1) Amounts realized from the exercise of a non-qualified stock option, or when restricted stock (or property) held by the employee either becomes freely transferable or is no longer subject to a substantial risk of forfeiture;
 - (2) Amounts realized from the sale, exchange or other disposition of stock acquired under a qualified stock option; and
 - (3) Other amounts which received special tax benefits, other than amounts referred to in subsection (a).
- (c) In addition to any other applicable limitations which may be set forth in the Plan and notwithstanding any other contrary provisions of the Plan, Compensation taken into account under the Plan for any Calendar Year for the purpose of calculating a Participant's accrued benefit (including the right to an optional benefit provided under the Plan) shall not exceed the limits set forth in Section 401(a)(17) of the Internal Revenue Code, as adjusted for changes in the cost of living as provided in Sections 401(a)(17) and 415(d) of the Code. The foregoing limit shall be applied on an Employer-by-Employer basis.

Section 32. Code

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

Section 33. Applicable Interest Rate

For Annuity Starting Dates before May 1, 2008, the "Applicable Interest Rate" for a calendar year is the annualized rate of interest on 30-year Treasury securities as specified by the Commissioner of Internal Revenue for the month of November immediately preceding the calendar year which contains the Annuity Starting Date. For Annuity Starting Dates on or after May 1, 2008, the "Applicable Interest Rate" for a calendar year is the "applicable interest rate" defined in Section 417(e)(3)(C) (subject to the conditions set forth in Code Section 417(e)(3)(D).) (as amended by the Pension Protection Act of 2006) for the month of November immediately preceding the calendar year containing the Annuity Starting Date

Section 34. Applicable Mortality Table

For Annuity Starting Dates before May 1, 2008, the "Applicable Mortality Table" is the table prescribed in regulations under Section 417(e) of the Internal Revenue Code for use in the calendar year which contains the Annuity Starting Date, and which is the table set forth in

Revenue Ruling 95-6 before January 1, 2003 and the table set forth in Revenue Ruling 2001-62 thereafter. For Annuity Starting Dates on or after May 1, 2008, the "Applicable Mortality Table" is the "applicable mortality table" defined in Code Section 417(e)(3)(B) (as amended by the Pension Protection Act of 2006) for the month of November immediately preceding the calendar year containing the Annuity Starting Date

Section 35. Qualified Military Service

Notwithstanding any provision to the contrary, vesting, benefits and service credit with respect to Qualified Military Service will be provided in accordance with the Uniformed Services Employment and Re-employment Rights Act of 1994, as amended, (USERRA), the Heroes Earnings Assistance and Relief Tax Act of 2008 ("HEART Act"), and Section 414(u) of the Internal Revenue Code for Participants who return to Covered Employment from Qualified Military Service. Qualified Military Service will be counted for purposes of earning Future Service Credit, Years of Vesting Service, avoiding a Break in Service, and avoiding a Separation from Covered Employment provided the following conditions are satisfied.

1. An individual must have re-employment rights under USERRA in order for any period of Qualified Military Service to be recognized.
2. The individual must return to Covered Employment within the time period required by USERRA in order for any period of Qualified Military Service to be recognized.
3. No more than five years of Qualified Military Service may be recognized for any purpose except as required by law.
4. The Board of Trustees determines, in accordance with USERRA, that an individual is entitled to a period of Qualified Military Service.

For purposes of benefit accruals, the Plan will treat an individual who dies or becomes disabled on or after January 1, 2007, while performing qualified military service with respect to the Employer as if the individual had resumed employment in accordance with the individual's reemployment rights under USERRA, on the day preceding death or disability (as the case may be) and terminated employment on the actual date of death or disability. In the case of a death occurring on or after January 1, 2007, if a Participant dies while performing qualified military service, the survivors of the Participant are entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) provided under the Plan as if the Participant had resumed and then terminated employment on account of death to the extent and according to the terms required by the HEART Act.

Section 36. Single Life Annuity

The term "Single Life Annuity" means the payment of level monthly payments to the Participant beginning with the Participant's Annuity Starting Date and ceasing with the Participant's death, with the last payment due for the month of the Participant's death.

Article II. Participation

Section 1. Purpose

This Article contains definitions to meet certain requirements of the Employee Retirement Income Security Act of 1974 (otherwise referred to as ERISA) such as distribution of booklets, notices and disclosure material as well as establishing the basis on which premium payments are made to the Pension Benefit Guaranty Corporation.

Section 2. Participation

The initial eligibility computation period for purposes of this Article II only, is the twelve (12) consecutive month period following an Employees' initial date of employment in Covered Employment. For purposes of this Article II only, an Employee who works in Covered Employment shall become an Active Participant in the Plan on the earliest May 1 or November 1 next following a twelve (12) consecutive month period during which he completed at least 1,000 Hours of Service in Covered Employment. The required hours may also be completed with any hours of service in other employment with the same Employer if no quit, discharge or retirement occurs between such Covered Employment and such other employment.

Section 3. Termination of Participation

For purposes of this Article II only, an Active Participant who incurs a One-Year Break in Covered Employment (defined in Article VI) shall cease to be an Active Participant as of the last day of the Plan Year which constituted the Break, unless such individual has become a Pensioner or a Vested Participant. However, a Participant shall not incur a Separation from Service because of any period of Qualified Military Service.

Section 4. Reinstatement of Participation

For purposes of this Article II only, an individual who loses his status as an Active Participant in accordance with Section 3 of this Article before incurring a Permanent Break in Covered Employment will again become an Active Participant (retroactive to the date such individual resumes working in Covered Employment) by completing Service, as provided in Section 2 of this Article, after the individual resumes Covered Employment.

If the individual has incurred a Permanent Break in Covered Employment, such individual will again become an Active Participant by meeting the requirements of Section 2 of this Article on the basis of Service completed after the Plan Years during which he incurred a Permanent Break in Covered Employment.

Article III. Pension Eligibility and Amounts

Section 1. General

This Article sets forth the eligibility conditions and amounts for the pensions provided by this Plan. The accumulation and retention of Pension Credits for eligibility are subject to the provisions of Article VI. The benefit amounts are subject to reduction on account of the Husband-and-Wife Pension (Article IV). Entitlement of an eligible Participant to receive

pension benefits is subject to his retirement and application for benefits, as provided in Article VII.

Accumulation of Pension Credits are subject to the Break in Covered Employment rule which is defined in Article VI. Only Pension Credits or Vesting Service earned subsequent to a Permanent Break in Covered Employment, if any, will apply towards the eligibility for a pension hereunder.

Section 2. Eligibility for Regular Pension

A Participant may retire on a Regular Pension if he meets the following requirements:

- (a) he has attained age 62; and
- (b) he has at least 5 Future Service Credits without a Break in Covered Employment as defined in Article VI, Section 4.

Section 3. Amount of Regular Pension

- (a) On and After May, 1, 2009. A Regular Pension commencing on or after May 1, 2009 shall, subject to the provisions of Section 16 of this Article, be a monthly amount equal to the sum of:

- (1) \$60.00 for each full year (and proportionately less for fractional years) of Future Service Credit earned on or after May 1, 2009; and
- (2) \$80.00 for each full year (and proportionately less for fractional years) of Future Service Credit earned on or after May 1, 2005 and prior to May 1, 2009; and
- (3) \$125.00 for each full year (and proportionately less for fractional years) of Future Service Credit earned on or after May 1, 1981 and prior to May 1, 2005; and
- (4) \$80.00 for each full year (and proportionately less for fractional years) of Future Service Credit earned prior to May 1, 1981; and
- (5) \$6.00 for each full year of Past Service Credit.

If the monthly amount so determined is not a multiple of 50 cent, it shall be rounded to the next higher multiple of 50 cents.

- (b) On and After May, 1, 2005 but Before May, 1, 2009. A Regular Pension commencing on or after May 1, 2005 shall, subject to the provisions of Section 16 of this Article, be a monthly amount equal to the sum of:

- (1) \$80.00 for each full year (and proportionately less for fractional years) of Future Service Credit earned on or after May 1, 2005; and
- (2) \$125.00 for each full year (and proportionately less for fractional years) of Future Service Credit earned on or after May 1, 1981 and prior to May 1, 2005; and
- (3) \$80.00 for each full year (and proportionately less for fractional years) of Future Service Credit earned prior to May 1, 1981; and
- (4) \$6.00 for each full year of Past Service Credit.

If the monthly amount so determined is not a multiple of 50 cent, it shall be rounded to the next higher multiple of 50 cents.

- (c) On and After May 1, 1998 but Before May, 1, 2005. A Regular Pension commencing on or after May 1, 1998 (but before May, 1, 2005) shall, subject to the provisions of Section 16 of this Article, be a monthly amount equal to the sum of:

- (1) \$125.00 for each full year (and proportionately less for fractional years) of Future Service Credit earned on or after May 1, 1981; and
- (2) \$80.00 for each full year (and proportionately less for fractional years) of Future Service Credit earned prior to May 1, 1981; and
- (3) \$6.00 for each full year of Past Service Credit.

If the monthly amount so determined is not a multiple of 50 cents, it shall be rounded to the next higher multiple of 50 cents.

- (d) On and After May 1, 1997 but Before May, 1, 1998. A Regular Pension commencing on or after May 1, 1997 (but before May, 1, 1998) shall, subject to the provisions of Section 16 of this Article, be a monthly amount equal to the sum of:

- (1) \$92.00 for each full year (and proportionately less for fractional years) of Future Service Credit earned on or after May 1, 1981; and
- (2) \$55.00 for each full year (and proportionately less for fractional years) of Future Service Credit earned prior to May 1, 1981; and
- (3) \$6.00 for each full year of Past Service Credit.

If the monthly amount so determined is not a multiple of 50 cents, it shall be rounded to the next higher multiple of 50 cents.

- (e) On and After May 1, 1996 but before May 1, 1997. A Regular Pension commencing on or after May 1, 1996 (but prior to May 1, 1997), shall, subject to the provisions of Section 16 of this Article, be a monthly amount equal to the sum of:

- (1) \$87.00 for each full year (and proportionately less for fractional years) of Future Service Credit earned on or after May 1, 1981; and
- (2) \$50.00 for each full year (and proportionately less for fractional years) of Future Service Credit earned prior to May 1, 1981; and
- (3) \$6.00 for each full year of Past Service Credit.

If the monthly amount so determined is not a multiple of 50 cents, it shall be rounded to the next higher multiple of 50 cents.

- (f) On and After May 1, 1995 but before May 1, 1996. A Regular Pension commencing on or after May 1, 1995 (but prior to May 1, 1996), shall, subject to the provisions of Section 16 of this Article, be a monthly amount equal to the sum of:

- (1) \$72.00 for each full year (and proportionately less for fractional years) of Future Service Credit earned on or after May 1, 1981; and
- (2) \$40.00 for each full year (and proportionately less for fractional years) of Future Service Credit earned prior to May 1, 1981; and

(3) \$6.00 for each full year of Past Service Credit.

If the monthly amount so determined is not a multiple of 50 cents, it shall be rounded to the next higher multiple of 50 cents.

(g) On and After May 1, 1993 but before May 1, 1995. A Regular Pension commencing on or after May 1, 1993 (but prior to May 1, 1995), shall, subject to the provisions of Section 16 of this Article, be a monthly amount equal to the sum of:

(1) \$70.00 for each full year (and proportionately less for fractional years) of Future Service Credit earned on or after May 1, 1981; and

(2) \$40.00 for each full year (and proportionately less for fractional years) of Future Service Credit earned prior to May 1, 1981; and

(3) \$6.00 for each full year of Past Service Credit.

If the monthly amount so determined is not a multiple of 50 cents, it shall be rounded to the next higher multiple of 50 cents.

(h) Prior to May 1, 1993. A Regular Pension commencing prior to May 1, 1993, shall, subject to the provisions of Section 16 of this Article, be a monthly amount equal to the sum of:

Regular Pensions Effective During Following Period	Past Service Credit	Credit Earned Prior to May 1, 1981	Credit Earned May 1, 1981 to May 1, 1982	Credit Earned After May 1, 1982
May 1, 1976 and February 1, 1980	\$6.00	\$11.20		
February 1, 1980 and October 1, 1980	\$6.00	\$13.50		
October 1, 1980 and May 1, 1981	\$6.00	\$17.00		
May 1, 1981 and May 1, 1982	\$6.00	\$17.00	\$25.00	
May 1, 1982 and May 1 1983	\$6.00	\$17.00	\$25.00	\$30.00
May 1, 1983 and May 1, 1984	\$6.00	\$17.00	\$27.00	\$32.00
May 1, 1984 and May 1, 1985	\$6.00	\$17.00	\$33.67	\$33.67
May 1, 1985 and May 1, 1986	\$6.00	\$20.00	\$40.67	\$40.67
May 1, 1986 and May 1, 1987	\$6.00	\$23.00	\$43.67	\$43.67
May 1, 1987 and May 1, 1989	\$6.00	\$28.00	\$47.67	\$47.67
May 1, 1989 and May 1, 1990	\$6.00	\$30.00	\$50.00	\$50.00

Regular Pensions Effective During Following Period	Past Service Credit	Credit Earned Prior to May 1, 1981	Credit Earned May 1, 1981 to May 1, 1982	Credit Earned After May 1, 1982
May 1, 1990 and May 1, 1991	\$6.00	\$32.00	\$55.00	\$55.00
May 1, 1991 and May 1, 1993	\$6.00	\$32.00	\$57.00	\$57.00

- (i) The monthly amount of the Regular Pension in effect prior to May 1, 1998, is increased by 5.0% on May 1, 1998, rounded up to the next higher multiple of 50 cent if it is not already a multiple of 50 cent.

Section 4. Eligibility for Early Retirement Pension

An Active Participant may retire on an Early Retirement Pension if he meets the following requirements:

- (a) he had attained age 55 but not yet attained age 62; and
- (b) he has at least 5 Future Service Credits without a Break in Covered Employment as defined in Article VI, Section 4.

Section 5. Amount of Early Retirement Pension

- (a) The first step is to determine the amount of the Regular Pension to which the Participant would be entitled if he were 62 years of age on the Annuity Starting Date of his Early Retirement Pension.
- (b) The second step to take account of the fact that the Participant is younger than 62, is to reduce the first amount by:
 - (1) 1/4 of 1% for each month that the Participant is younger than 62, but not younger than 60, and
 - (2) 1/2 of 1% for each month that the Participant is younger than 60 on the Annuity Starting Date of his early Retirement Pension.
- (c) The last step is to round the amount determined in (b) above to the next higher multiple of 50 cents if it is not already a multiple of 50 cents.

Section 6. Eligibility for Disability Pension

An Active Participant shall be entitled to a Disability Pension on the first of the month following the date on which he becomes totally disabled at a time when he has at least 10 Pension Credits, provided he has complied with the filing requirements of Article VII, Section 1 and Section 9 of this Article.

Section 7. Amount of the Disability Pension

The Disability Pension shall be a monthly amount equal to the Regular Pension to which the Participant would be entitled if he were 63 years of age at the time of his disability.

Section 8. Total Disability Defined

A Participant shall be deemed totally disabled upon determination by the Social Security Administration that he is entitled to a Social Security Disability Benefit in connection with his Old Age Survivors and Disability Insurance coverage. The Trustees may, at any time, or from time to time, require evidence of continued entitlement to such Social Security Disability Benefits.

Section 9. Disability Pension Payments

- (a) Payment of the Disability Pension shall commence on the Participant's Annuity Starting Date, provided the Participant has complied with the notice requirements of subsection (b) below, and shall continue thereafter for so long as the Disability Pensioner remains totally disabled, as herein defined, except that upon attainment of age 63, a Disability Pensioner shall have his benefits continued regardless of whether or not he remains totally disabled, provided, however, that he remains retired as defined in Section 8 of Article VII.

- (b) **Auxiliary Disability Benefit.** If the Annuity Starting Date for a Participant's Disability Pension is later than the first of the month following the sixth month in which the disability occurs and he has met the filing requirements of this subsection (b), he will be entitled to an Auxiliary Disability Benefit.

If the Participant's application for Disability Pension is filed within 60 days of a determination by the Social Security Administration of his entitlement to a Social Security Disability award, such application shall be considered timely, and payment of the Auxiliary Disability Benefit shall commence on the effective date of his Social Security Disability award. If the Participant's application for Disability Pension is filed more than 60 days following the determination by the Social Security Administration of his entitlement to a Social Security Disability award, the Auxiliary Disability Benefit shall not be payable.

The Auxiliary Disability Benefit is an amount, payable as a lump sum, equal to the benefit which would have been payable under the Participant's Disability Pension (in the payment form chosen for that pension) between the commencement date of the Auxiliary Disability Benefit and the Annuity Starting Date of the Disability Pension.

- (c) **Conversion to a Disability Pension.** If a Participant applies for a Disability Pension but has not yet received his Social Security Disability Award, he may elect to receive an Early Retirement Pension. If such a Participant is granted a Social Security Disability Award, he will be allowed, should he so elect, to convert his Early Retirement Pension to a Disability Pension, provided such Participant was disabled on the date he filed his original application for pension.

The request to change the form of pension must be in writing and filed with the Administrative Office along with a copy of the notice of entitlement within 90 days of the date of the award letter issued by the Social Security Administration.

The effective date of the Disability Pension shall be determined in accordance with the above subsection (b).

If the request is filed later or if the Participant cannot demonstrate to the Board of Trustees that he was disabled at the time he filed his original application for pension, he may not change the type of pension he is receiving from the Plan to a Disability Pension.

Section 10. Effect of Recovery by a Disability Pensioner

If a Disability Pensioner should lose entitlement to his Social Security Disability Benefit prior to attainment of age 63, such fact shall be reported in writing to the Board of Trustees within 21 days of the date he receives notice from the Social Security Administration of such loss. If such written report is not provided, upon his subsequent retirement, he will not be eligible for benefits for a period of six months following the date of his retirement, in addition to the months which have elapsed since he received notice of the termination of the Social Security Disability Benefit and in which he received a Disability Pension under this Pension Plan. In no event will such six-month period extend beyond his Normal Retirement Age.

Section 11. Re-employment of a Disability Pensioner

A Disability Pensioner who is no longer entitled to a Social Security Disability Benefit may again return to Covered Employment and resume the accrual of Pension Credit.

Section 12. Eligibility for Basic Pension

An Employee shall be entitled to a Basic Pension, if he is not eligible for a Regular or Early Retirement Pension under this Plan and he meets the following requirements:

- (a) he attained age 65 prior to his Contribution Date; and
- (b) he has at least 15 years of Pension Credit.

Section 13. Amount of Basic Pension

The monthly amount of the Basic Pension shall be \$38.50.

Section 14. Eligibility for Vested Pension

- (a) A Participant shall have a right to a Vested Pension if he has credit for at least 5 years of Vesting Service or at least 5 years of Pension Credit after his Contribution Date or has attained Normal Retirement Age. A Vested Pension shall be payable upon retirement:
 - (1) after the Participant has attained age 63; or
 - (2) after the Participant has attained Normal Retirement Age as defined in Article I, Section 19; or
 - (3) after the Participant has attained age 55 if he has fulfilled the service requirements for an Early Retirement Pension as set forth in Section 4 of this Article.
- (b) The right to a Vested Pension payable to a former Employee who incurred a Break in Covered Employment prior to May 1, 1976, shall be determined in accordance with the rules of the Pension Plan as in effect prior to May 1, 1976 as follows: An Employee who has accumulated five (5) years of Pension Credits after his Contribution Date shall have his Pension Credits vested and the break rule, as set forth in Section 4 of Article VI, shall not operate to deprive him of his previously accumulated Pension Credits.

Section 15. Amount of Vested Pension

The Vested Pension payable to a Participant who has attained age 63, shall be calculated in the same manner as the Regular Pension.

If the payment of the Vested Pension is to commence before the Participant's attainment of age 63, but after age 55, and the Participant has met the service requirements of an Early Retirement Pension, the Vested Pension shall be calculated in the same manner as the Early Retirement Pension.

Section 16. Separation from Covered Employment

- (a) Separation from Covered Employment prior to May 1, 1976. The monthly benefit amount payable to a former Employee whose Pension Credits are "vested" in the manner set forth in Section 14 (b) of this Article III, but, had incurred a Break in Covered Employment on or before May 1, 1976, and who subsequently applies for a Pension hereunder, shall be determined in the following manner:
 - (1) The Pension Credit which such an Employee had accumulated prior to his Break in Covered Employment shall be multiplied by the monthly benefit factor in effect under Article III, Section 3 at the time of his Break in Covered Employment,
 - (2) If such an Employee returns to Covered Employment, the monthly amount determined in Subsection (1) above shall be added to the monthly benefit calculated in accordance with Article III, Section 3 based on Pension Credit earned after any Break in Covered Employment.
 - (3) If such Employee is awarded an Early Retirement Pension, the monthly, benefit amount determined under Subsections (1) and (2) above shall be reduced in accordance with Subsection 5 (b) of Article III.
- (b) Separation from Covered Employment after May 1, 1976.
 - (1) A Participant, who after May 1, 1976 incurs three consecutive One Year Breaks in Covered Employment, as defined in Article VI, Section 4, shall be deemed to be Separated from Covered Employment at the conclusion of the three year period during which he failed to earn the required credit.
 - (2) If a Participant incurs a Separation from Covered Employment, the pension amount to which he is entitled shall be determined under the terms of the Plan as in effect at the time of his Separation from Covered Employment.
 - (3) If the Participant returns to Covered Employment following a Separation from Covered Employment, as described above, and earns additional Pension Credit, his monthly benefit for such additional Pension Credit shall be calculated based on the benefit level in effect on the date of his retirement or at the conclusion of the period constituting his subsequent Separation from Covered Employment, whichever is earlier, and added to the benefits determined in subsection (b) (2) above.

Section 17. Eligibility for Service Pension

An Active Participant shall be entitled to retire on a Service Pension on and after May 1, 1991, if he has attained age 55 and earned at least 30 years of Pension Credit.

Section 18. Amount of Service Pension

The monthly amount of Service Pension is determined in the same way as the monthly amount of the Regular Pension is determined.

Article III. A. California Brick and Tile Pension Reciprocity

Section 1. Participating Trust

Participating Trust means a pension trust fund, qualified and exempt under the applicable provisions of the Internal Revenue Code, which has been established by agreement between employers and a local union of the Bricklayers and Allied Craftsmen, and which is signatory to the California Brick and Tile Pension Reciprocity Agreement.

Section 2. Employee

Employee means for the purpose of this Article III only any person on whose behalf pension contributions are made to one or more of the Participating Trusts pursuant to the rules applicable to such trust or trusts.

Section 3. Home Trust

Home Trust as applied to a particular employee, means the Participating Trust established in the jurisdiction in which the employee first had pension contributions made on his behalf.

Exception: The new Home Trust of a non-vested employee who incurs a permanent break in service on or after February 1, 1977 under the rules of the Home Trust pension plan, will be the Participating Trust first receiving contribution following the permanent break in service.

Section 4. Work Trust

Work Trust as applied to a particular employee, means any Participating Trust, other than the employee's Home Trust, in whose jurisdiction the employee happens to be working.

Section 5. Jurisdiction

Jurisdiction as applied to a particular trust, means the geographical area covered by the collective bargaining agreement or agreements establishing such trust.

Section 6. Transfer Between Trusts

Transfer Between Trusts whenever an employee works in the jurisdiction of a Participating Trust other than his Home Trust, and contributions are made on his behalf to such Participating Trust such contributions shall be transferred, upon the request of such employee to his Home Trust in accordance with the following procedure:

- (a) Any employee desiring transfer of contributions shall obtain an authorization card in a form approved by the committee from the office of the Local Union of the Home Trust

and deposit such authorization card with the office of the Local Union of the Work Trust prior to commencing work.

- (b) The Local Union of the Work Trust shall forthwith deposit the authorization card with the administrative office of the Work Trust which shall notify the administrative office of the Home Trust, and provide such trust any necessary data.
- (c) The Work Trust shall thereafter transfer to the Home Trust the full amount of contributions made on behalf of the employee up to the maximum rate per hour required under the collective bargaining agreement applicable to the Home Trust. No individual employer shall be required to contribute more to the Work Trust than is required by the collective bargaining agreement applicable to the Work Trust and any excess in contribution than required to be transferred shall be retained by the Work Trust.

Section 7. Eligibility

An employee's eligibility for pension benefits shall be determined on the basis of the eligibility requirements of his Home Trust giving full credit for the transferred contributions.

Article IV. Husband-and-Wife Pension & Forms of Pension Distributions

Section 1. General

The Husband-and-Wife Pension provides a lifetime pension for a married Active Participant or married Vested Participant plus a lifetime pension for his (or her) surviving legal Spouse, starting after the death of the Active Participant, Vested Participant or Pensioner. The monthly amount paid to the surviving legal Spouse is one-half the monthly amount paid to the Participant. When a Husband-and-Wife Pension is in effect, the monthly amount of the Participant's pension is reduced in accordance with the provisions of Section 6 of this Article from the full amount otherwise payable.

The "Qualified Optional Survivor Annuity" (QOSA) also provides a lifetime pension for a married Pensioner and a lifetime pension for his (or her) surviving legal Spouse starting after the death of the Pensioner. The monthly amount paid to the surviving legal Spouse is 75% of the monthly amount paid to the Pensioner. When a QOSA is in effect, the monthly amount of the Participant's pension is reduced in accordance with the provisions of Section 6 of this Article from the full amount otherwise payable.

Section 2. Effective Date

The provisions of this Article apply only to pensions which are effective on or after May 1, 1976.

Section 3. Upon Retirement

- (a) A pension shall be paid in the form of a Husband-and-Wife Pension to a lawfully married Participant unless, in accordance with subparagraph (b), the Participant and spouse file with the Trustees, in writing, a timely rejection of that form of pension and instead elect to receive a pension in the form of a Single Life Annuity, as defined in Article I, Section 36, or a Qualified Optional Survivor Annuity as defined in Section 1 of this Article.

- (b) A married Participant and Spouse may reject a Husband-and-Wife Pension or revoke a previous rejection at any time within the Election Period, as defined in this subparagraph. In order to be valid, any such rejection or revocation of a previous rejection must be made in writing, notarized and communicated to the trustees.
- (1) "Election Period" shall mean the period not more than one hundred eighty (180) days prior to the Participant's Annuity Starting Date or less than thirty (30) days after being provided the information described in subparagraph (2). However, in no event will a Participant have less than one hundred eighty (180) days to exercise such election.
 - (2) The Trustees shall provide the Participant with a written notification of the availability of an election including the additional information described in the following sentence, not later than nine months prior to the Participant's Early Retirement date. At that time, the Trustees will also provide to the Participant, in non-technical language, a general description or explanation of the Husband-and-Wife Pension that complies with 26 C.F.R. § 1.417(a)(3)-1, which will include: (i) the circumstances in which the Husband-and-Wife Pension will be provided unless the Participant has elected not to have benefits provided in that form, (ii) a general explanation of the relative financial effect that electing a particular benefit option will have on a Participant's pension benefit, and (iii) the values of the various optional forms of benefit the Participant may elect under the Plan relative to the value of the Plan's default Husband-and-Wife Pension form of benefit. In addition, the Trustees must inform the Participant and Spouse of the availability of the additional information specified in the following sentence, and how the Participant may obtain such information. If within sixty (60) days from the date of mailing of the information described in the preceding sentence, a request for additional information is made by a Participant, the Trustees shall within thirty (30) days from the date of the request, furnish a written explanation in non-technical language of the terms and conditions of the Husband-and-Wife Pension and the financial effect upon the particular Participant's pension benefit, in terms of dollars per pension payment based on the Participant's account balance as of the most recent valuation date, of making the election. The election period shall be extended to the extent necessary to include at least the sixty (60) calendar days following the day the requested additional information is personally delivered or mailed to the Participant.
 - (3) A Participant and Spouse may revoke an election in writing and may make a new election at any time during the Election Period. Any election or revocation of an election by a Participant and spouse who does not receive the information described in subparagraph (2) within the period specified therein will be deemed to have been made on the last day of that period. This election or revocation must be notarized.
- (c) For distributions on or after May 1, 2000, a Participant may ask that his or her benefits commence less than 30 days after the written explanation of the normal form of retirement benefit was provided to him or her. This request will be granted as long as the Participant is (1) informed of the right to take at least 30 days to consider whether to waive the normal form of retirement and consents to receive any other benefit for which

the Participant is then eligible, (2) the Participant is given at least seven days to change his/her mind and cancel an election to waive the normal form of retirement benefit, and (3) distribution of benefits does not begin until after the seven-day period expires.

Section 4. Unmarried Participant

A pension must be paid automatically in the form of a Single Life Annuity to a Participant who is not lawfully married on his Annuity Starting Date, unless the Participant has elected to receive a pension in any other form available under this Plan.

Section 5. Before Retirement

If a married Vested Participant dies before his Annuity Starting Date, his surviving Spouse shall be entitled to a Husband-and-Wife Pension commencing with the month following the month in which the Participant died.

- (a) Subject to paragraph (b) below, the surviving legal Spouse of a Participant who dies before the Participant's Annuity Starting Date may apply for and receive the pre-retirement surviving spouse benefit to which he or she is entitled at any time after the death of the Participant. Payments shall begin as of the surviving legal Spouse's Annuity Starting Date, determined under Section 29 of Article I.
- (b) Payment of the pre-retirement surviving spouse benefit must begin no later than December 1 of the calendar year in which the Participant would have reached 70 and 1/2 or, if later, December 1 of the calendar year following the year of the Participant's death. If the Trustees confirm the identity and whereabouts of a surviving legal Spouse who has not applied for benefits by that time, payments to that surviving legal Spouse in the form of a single life annuity (subject to the provisions of Article VII, Section 7 on small benefit cash outs) shall begin as of that date.
- (c) If a surviving legal Spouse dies before the Annuity Starting Date of the pre-retirement surviving spouse benefit, that benefit shall be forfeited and there shall be no payments to any other party.
- (d) If the surviving Spouse's Annuity Starting Date is after the date the Participant attained (or would have attained) Normal Retirement Age, the benefit shall include any actuarial adjustments to the Participant's accrued benefit which would have applied as of that date.
 - (1) The amount payable to the surviving Spouse shall be equal to one-half of the monthly benefit that would have been payable to the deceased Participant under the Husband-and-Wife Pension had he retired on the day before he died, except that if the Participant is younger than age 55 on the date of his death, the monthly benefit that would have been payable to him shall be calculated based on the assumption that he was 55 on the date of his death.
 - (2) Notwithstanding anything to the contrary contained in Sections 5(a) through 5(c) above in the case of a Participant who has been married at all times during the one-year period ending on the date of his death, 100% of such Participant's account shall be distributed to his surviving spouse in the form of an annuity for the life of the surviving spouse, calling for equal monthly payments commencing, at the direction of the surviving spouse, within a reasonable time after the

Participant's death but not later than the Participant's Normal Retirement Age, unless the Participant, with the consent of his spouse (given in a manner described in Section 417(a)(2) of the Code), has elected to the contrary in the manner prescribed by the Trustees prior to the expiration of the applicable Election Period pursuant to Section 3 (b) (1) hereof.

Section 6. Adjustment of Pension Amount

When a Husband-and-Wife Pension becomes effective, the amount of the Participant's monthly pension shall be reduced in accordance with the following:

- (a) Non-Disability Pensions. If a payment of a pension, other than a Disability Pension, is to be made in the form of a Husband-and-Wife Pension, the pension amount shall be adjusted by multiplying it by the following percentage: 89.0 percent minus .4 percentage points for each year the Spouse's age is less than the Participant's age or plus .4 percentage points for each year the Spouse's age is greater than the Participant's age; provided, however, that in no event shall the resulting factor be greater than 100.0 percent.
- (b) Disability Pensions. If payment of a Disability Pension is to be made in the form of a Husband-and-Wife Pension, the pension amount shall be adjusted by multiplying it by the following percentage: 79.0 percent minus .4 percentage points for each year the Spouse's age is less than the Participant's age or plus .4 percentage points for each year the Spouse's age is greater than the Participant's age. In no event shall the resulting percentage be greater than 100.0 percent.

When a Qualified Optional Survivor Annuity becomes effective, the amount of the Participant's monthly pension shall be reduced in accordance with the following:

- (c) Non-Disability Pensions. If a payment of a pension, other than a Disability Pension, is to be made in the form of a Qualified Optional Survivor Annuity, the pension amount shall be adjusted by multiplying it by the following percentage: 85.0 percent minus .5 percentage points for each year the Spouse's age is less than the Participant's age or plus .5 percentage points for each year the Spouse's age is greater than the Participant's age; provided, however, that in no event shall the resulting factor be greater than 100.0 percent.
- (d) Disability Pensions. If payment of a Disability Pension is to be made in the form of a Qualified Optional Survivor Annuity, the pension amount shall be adjusted by multiplying it by the following percentage: 70.0 percent minus .5 percentage points for each year the Spouse's age is less than the Participant's age or plus .5 percentage points for each year the Spouse's age is greater than the Participant's age. In no event shall the resulting percentage be greater than 100.0 percent.

Section 7. Additional Conditions

- (a) The Trustees shall be entitled to rely on a written representation last filed by the Participant before the Annuity Starting Date of his pension as to whether he or she is married. If such representation after proves to be false, the Trustees may adjust for any excess benefits paid as the result of the misrepresentation. This reliance shall include the

right to deny benefits to a person claiming to be the legal Spouse of a Participant in contradiction to the aforementioned representation of the Participant.

- (b) Election or rejection may not be made or altered after a pension has commenced (including commencement but for administrative delay).
- (c) Any written election or revocation (including any change of a previous choice) made under this Article shall bear the notarized signatures of both the Participant and his Spouse.
- (d) Any written election, rejection or revocation (including any change of a previous choice) made under Article IV, shall not take effect unless (1) the Spouse of the Participant consents in writing to such election, (2) such election designates a Beneficiary (or a form of benefits) which may not be changed without spousal consent (or the consent of the Spouse expressly permits designations by the Participant without any requirement of further consent by the Spouse), and (3) the Spouse's consent acknowledges the effect of such election and is witnessed by or a notary public. Notwithstanding the preceding sentence, no spousal consent shall be required if it is established to the satisfaction of the Trustees that spousal consent may not be obtained because there is no Spouse, because the Spouse cannot be located, or because of such other circumstances as the Internal Revenue Service may by regulations prescribe.

Section 8. Continuation of Husband-and-Wife Pension Form

The monthly amount of the Husband-and-Wife Pension, once it has become payable, shall not be increased if the marriage of the Pensioner and the Spouse is subsequently terminated, or if the Spouse predeceases the Pensioner.

Article V. Death Benefit

Section 1. Death Before Retirement

- (a) In the event a Vested Participant dies before his Annuity Starting Date, 60 monthly payments will be made to his surviving Spouse, if any, in an amount equal to the benefit to which the deceased Participant would have received had he been age 63. No further payments will be made if the surviving Spouse dies before 60 monthly payments have been received.

Benefits provided by this Section 1 shall not be payable if payments are due under the Husband-and-Wife Pension unless the surviving Spouse elects, within ninety (90) days after being given written notice from the Plan, to receive this benefit instead of the Husband-and-Wife Pension. If the surviving Spouse elects to receive the 60 monthly payments instead of the Husband-and-Wife Pension and if the actuarial present value of the Husband-and-Wife Pension is greater than the actuarial present value of the 60 monthly payments, then the amount of such 60 monthly payments shall be increased so that the actuarial present value of the 60 monthly payments is equal to the actuarial present value of the Husband-and-Wife Pension. The actuarial present value of the Husband-and-Wife Pension shall be determined on the basis of the 1971 Group Annuity Mortality Table for females and a 7 percent interest assumption. The actuarial present value of the 60 monthly payments shall be determined on the basis of a 7 percent interest assumption. However, in

no event shall the actuarial present value be less than that determined using the Applicable Mortality Table and the Applicable Interest Rate.

- (b) In the event that a non-married Vested Participant dies before his Annuity Starting Date, his designated Beneficiary under Section 27 of Article I of the Plan shall receive a lump sum equal \$300 for each Year of Vesting Service that the Participant had accrued under the Plan at the time of his death. The maximum benefit payable under this subsection shall be \$12,000.

Section 2. Death After Retirement

- (a) If a Pensioner receiving a pension, other than a Basic Pension, dies prior to having received 60 monthly payments, monthly payments in the amount payable at the time of the Pensioner's death shall continue to his surviving Spouse, if any, until a total of 60 such payments have been made to the Pensioner and his surviving Spouse.
- (b) If a Pensioner who is receiving a Basic Pension dies prior to having received 12 monthly payments, his monthly pension payments shall continue to be made to his surviving Spouse, if any, until a total of 12 such payments have been made to the Pensioner and the surviving Spouse.

Benefits provided under this Section 2 shall not be payable if payments were due under the Husband-and-Wife Pension at the time of death.

Section 3. Benefit Limitations

Notwithstanding any other provisions of the Plan, all benefits shall comply with the following:

- (a) If the distribution of the Participant's entire interest is not made in a lump sum, the distribution shall be made:
 - (1) over the life of the Participant; or
 - (2) over the lives of the Participant and designated Beneficiary; or
 - (3) over a period certain not extending beyond the life expectancy of the Participant or the life expectancy of the Participant and a designated Beneficiary.
- (b) If distribution of the Participant's benefits commenced in accordance with the Regulations before the Participant's death, the remaining interest shall be distributed at least as rapidly as under the method used as of the date of the Participant's death.
- (c) If the Participant dies before his benefits commenced in accordance with the Regulations, the method of distribution must satisfy the following requirements:
 - (1) any remaining portion of the Participant's interest that is not payable to a Beneficiary designated by the Participant shall be distributed within five years after the Participant's death; and
 - (2) any portion of the Participant's interest that is payable to a Beneficiary designated by the Participant shall be distributed either (i) within five years after the Participant's death, or (ii) over the life of the Beneficiary or over a period certain not extending beyond the life expectancy of the Beneficiary commencing not later than the end of the calendar year following the calendar year in which the Participant died (or, if the designated Beneficiary is the Participant's surviving

Spouse, commencing (not later than the end of the calendar year following the calendar year in which the Participant would have attained age 70 and 1/2).

- (d) All survivor benefits shall comply with the limits of Code §401(a)(9) and the incidental benefit rule and the regulations prescribed under them, including proposed Treas. Reg. §§1.401(a)(9)-1 and 1.401(a)(9)-2.

Article VI. Pension Credit and Vesting Service

Section 1. Credit for Periods before the Contribution Date (Past Service Credit)

- (a) An Employee shall be entitled to Past Service Credit for each Plan Year he was regularly employed prior to his Contribution Date in work now included in a Collective Bargaining Agreement, up to a maximum of 15 years. An Employee shall be entitled to a full credit for each Plan Year he was so employed for 250 hours, provided he worked at least 100 hours in Covered Employment in the twelve months period immediately preceding his Contribution Date.

Exception: Past Service Credit shall be granted Employees with a Contribution Date of July 1, 1966 who were on that date members of Local No. 20, if 100 hours of work in Covered Employment was performed in the twelve month period following July 1, 1966 or July 1, 1967.

- (b) It is recognized that in many cases it may be difficult, because of changing employment, to establish with certainty the Past Service of an Employee in the type of employment referred to in Subsection (a) above. In making the necessary determinations as to Past Service Credit, the Trustees may, at their absolute discretion, consider and rely upon such relevant and material evidence, including without limitation, any or all of the following:
 - (1) A statement from an employer certifying that the Employee performed work for such employer entitling him to Past Service Credit during such period if such employer was known or reputed to be operating in the masonry industry in the geographical territory to which the Collective Bargaining Agreements are applicable during such periods.
 - (2) A statement from the secretary or other authorized officer of the Union certifying that the Employee was a member in good standing in such Union during such period, or was employed by such Union during such period in a position included under the Plan pursuant to action taken by the Board. Exceptions will be considered on an individual basis.
 - (3) A W-2 form or check stub furnished for work performed during the period for any employer known or reputed to have been operating in the masonry industry in the geographical territory to which the Collective Bargaining Agreements are applicable during such period.
 - (4) A statement from the Social Security Administration to the effect that according to its records the Employee was employed during the period by a named employer, which employer was known or reputed to be operating in the masonry industry in the geographical territory to which the Collective Bargaining Agreements are applicable during such period.

- (c) No person already retired under this Plan may receive additional Past Service Credit by virtue of the fact that he had previously worked in the area of, or been a member of, a Union which subsequently became a participating local Union.

Section 2. Credit for Periods on and after the Contribution Date (Future Service Credit)

- (a) An Active Participant shall be credited with Future Service Credit for Work in Covered Employment after his Contribution Date in accordance with the following schedule:

Hours of Work in Covered Employment Pension Credit in a Plan Year	Pension Credit
Less than 100 Hours	None
100 - 199	1/10 of a year
200 - 399	2/10 of a year
400 - 559	3/10 of a year
560 - 699	4/10 of a year
700 - 839	5/10 of a year
840 - 979	6/10 of a year
980 - 1119	7/10 of a year
1120 - 1259	8/10 of a year
1260 - 1399	9/10 of a year
1400 or more	1 year

Effective May 1, 1992, if an Active Participant earns more than 1400 Hours of Work in Covered Employment, he shall be credited with an additional 1/10 of a Pension Credit for each additional 140 Hours of Work in Covered Employment.

- (b) If in a Plan Year after April 30, 1976, a Participant completes a year of Vesting Service but less than 100 hours of work in Covered Employment he shall be credited with a prorated portion of a full Pension Credit in the ratio of his hours of work in Covered Employment to 1,400.
- (c) For any periods after his Contribution Date during which an Employee is both a member of a Local Union prior to such Local Union's entry date into the Plan and is working in Covered Employment through a Local Union participating in the Plan, he shall, for such period, receive either Past Service Credit through the nonparticipating Local Union or Future Service Credit through the participating Local Union, whichever produces the higher benefit.
- (d) Effective with hours worked after May 1, 1978 those employees working in Covered Employment under collective bargaining agreements which provide for a lower contribution rate than that specified in the Collective Bargaining Agreements will receive Future Service Credit on the following basis:

Each hour worked in Covered Employment will be credited in the same proportion as the lower contribution rate, as a cents per hour basis, bears to the contribution rate specified in the Collective Bargaining Agreement. For example, if a particular collective bargaining agreement provides for a contribution rate equaling 75% of the contribution rate paid under the Collective Bargaining Agreement, then employees working under the Collective Bargaining agreement will be credited with $\frac{3}{4}$ of an hour worked for purposes of determining Future Service Pension Credit.

- (e) For those individuals resuming employment in Covered Employment on or after December 12, 1994, following a period of Qualified Military Service, Future Service Credit shall be granted for the period of Qualified Military Service on the basis of the individual's average weekly hours earned under this Plan during the twelve month period immediately preceding the period of Qualified Military Service (or, if shorter, the period of employment immediately preceding the period of Qualified Military Service). Future Service Credit will be pro-rated based on 40 hours if the period of Qualified Military Service is less than a full week. The contributions required to pay for Future Service Credit granted for periods of Qualified Military Service will be allocated from general assets of the Fund, and no individual Employer will be liable to make contributions for such Credit.

Section 3. Years of Vesting Service

- (a) General Rule. An Active Participant shall be credited with one year of Vesting Service for each Plan Year following his Contribution Date (including periods before he became a Participant), in which he completed at least 1,000 Hours of Service in Covered Employment.

For those individuals resuming employment in Covered Employment on or after December 12, 1994, following a period of Qualified Military Service, Vesting Service Credit shall be granted for the period of Qualified Military Service on the, basis of the individual's average weekly hours earned under this Plan during the twelve month period immediately preceding the period of Qualified Military Service (or, if shorter, the period of employment immediately preceding the period of Qualified Military Service). Vesting Service Credit will be prorated based on 40 hours if the period of Qualified Military Service is less than a full week.

- (b) Additions. If a Participant works for an Employer in a job not covered by the Plan, and no quit, discharge or retirement occurs between such service and such Covered Employment, his Hours of Service in such non-covered job after April 30, 1976 shall be counted toward a year of Vesting Service.
- (c) Exceptions. A Participant shall not be entitled to a year of Vesting Service for the following periods:
 - (1) Years preceding a Break in Covered Employment in accordance with the rules of the Pension Plan as in effect prior to May 1, 1976.
 - (2) Years preceding a permanent Break in Covered Employment as defined in Section 4 of this Article.

Section 4. Breaks in Covered Employment and Cancellation of Pension Credit Vesting Service

If an Active Participant has a Break in Covered Employment before he has become a Vested Participant, it shall have the effect of canceling his status as a Participant; and his previous years of Vesting Service.

A Break in Covered Employment may be cured by a sufficient amount of subsequent Service in Covered Employment which is not postponed beyond the periods specified below. The Break in Covered Employment rules do not apply to a Pensioner or to a Vested Participant.

(a) One Year Break in Covered Employment after May 1, 1976.

- (1) An Active Participant has a One Year Break in Covered Employment in any Plan Year after April 30, 1976, in which he fails to complete 100 Hours of Service in Covered Employment.
- (2) Time of employment with an Employer in non-covered employment after April 30, 1976 if creditable under Section 3 (b) of this Article shall be counted as if it were Covered Employment in determining whether a Break in Covered Employment has been incurred.
- (3) If an Employee enters active service of the Armed Forces of the United States, his period of service in the Armed Forces shall not be counted as a Break in Covered Employment for up to 5 years of such service prior to April 1, 1961 and for up to 5 years thereafter.
- (4) For Plan Years beginning on or after May 1, 1987, Hours of Service for purposes of this Section 4 (a) only, shall include hours during which the Participant was absent from Covered Employment on account of parental leave, up to a maximum of 100 such hours in the Plan Year of such absence. If the Participant already has 100 or more Hours of Service in such Plan Year, the credit will be given for the immediately following Plan Year. For purposes of this paragraph (4), a Participant shall be deemed to be on parental leave if the Participant is absent from Covered Employment by reason of the pregnancy of the Participant, by reason of the birth of a child of the Participant, by reason of the placement of a child in connection with the adoption of a child by the Participant, or for purposes of caring for the child of the Participant during the period immediately following the birth or placement for adoption, including time involved for a trial period prior to adoption.
- (5) A One Year Break in Covered Employment shall be cured and its effects eliminated if, before he incurs a Permanent Break in Covered Employment, the individual subsequently earns 100 hours in a Plan Year. If a One Year Break in Covered Employment is cured, it has the effect of restoring the individual's previously earned years of Pension Credit and years of Vesting Service; providing, however, nothing in this paragraph (5) shall change the effect of a Permanent Break in Covered Employment as specified in subsections (b), (c) and (d) below.

(b) Permanent Break in Covered Employment after May 1, 1976.

- (1) Between May 1, 1976 and May 1, 1987. An Active Participant has a Permanent Break in Covered Employment between May 1, 1976 and May 1, 1987, if he has at least three consecutive One Year Breaks in Covered Employment and the number of such One Year Breaks equals or exceeds the number of years of Vesting Service which he has previously accumulated.
 - (2) On and After May 1, 1987. Beginning May 1, 1987, an Active Participant has a Permanent Break in Covered Employment if he has at least five consecutive One Year Breaks in Covered Employment and the number of such One Year Breaks equals or exceeds the number of years of Vesting Service which he has previously accumulated.
- (c) Permanent Breaks in Covered Employment Before May 1, 1976. Before May 1, 1976, a person shall have incurred a Permanent Break in Covered Employment and his Pension Credits and Vesting Service cancelled if he failed to work 100 hours in Covered Employment in anyone Plan Year in a period of three consecutive Plan Years.
- (1) Exception on Account of Disability. An Employee shall be allowed a grace period if his failure to earn Pension Credit is due to disability.

Disability for the purposes of this Section is to be determined to the satisfaction of the Board of Trustees. In order to secure the benefits of his grace period, an Employee must give written notice to the Board and must present such written evidence and/ or submit to such examination or examinations as the Board may, in its sole discretion, determine. An Employee shall not be granted any such grace for periods which commenced more than one year prior to his filing the written notice required by this Section, unless the Board finds that there were extenuating circumstances which prevented a timely filing.
 - (2) Exception on Account of Service in the Armed Forces. An Employee whose failure to earn Pension Credit is due to service in the Armed Forces of the United States, shall be allowed a grace period for the period that he retains re-employment rights under federal law, provided he makes himself available for Covered Employment within 90 days after release from active duty, or within 90 days after recovery from a disability continuing after his release from active duty.

In order to secure a grace period for service in the Armed Forces of the United States, the Employee must give written notice to the Board of his availability for Covered Employment and must furnish, in writing, such information and proof concerning such services as the Board may, in its sole discretion, determine. The Employee must file the written notice and proof required by this Section within 90 days after release from active duty or 90 days after recovery from a disability continuing after his release from active duty, unless the Board finds that there were extenuating circumstances which prevented a timely filing.

The grace periods referred to in this Subsection are not intended to add to the Pension Credit of the Employee. Rather, they are periods which are to be disregarded in determining whether there has been a period of three consecutive Plan Years during which the Employee has failed to work at least 100 hours in Covered Employment in anyone Plan Year.

- (d) Effect of a Permanent Break in Covered Employment. If a person who has not achieved status as a Vested Participant has a Permanent Break in Covered Employment:
- (1) His Pension Credit and Vesting Service are cancelled; and
 - (2) His status as a Participant is cancelled. Renewal participation of an individual who experiences a Permanent Break in Covered Employment is subject to the provisions of Article II.

Article VII. Application Benefit Payments and Retirement

Section 1. Advance Written Application Required

An application for a pension shall be made in writing on a form and in such manner as may be prescribed by the Trustees, and shall contain such information as the Trustees may deem necessary. Such application shall be a condition for payment of a pension and must be filed with the Trustees prior to the first month for which benefits are payable. If an application for a Disability Pension is filed within 60 days after a determination by the Social Security Administration of entitlement to a Social Security Disability benefit, such application shall be considered timely, and payment of the Disability Pension shall commence in accordance with Article III, Section 9 (b).

Section 2. Information and Proof

Every Participant shall furnish, at the request of the Trustees, any information or proof reasonably required to determine his benefit rights. If a person willfully makes a false statement material to an application or furnishes fraudulent information or proof, or fails to provide the notifications required, benefits under this Plan may be denied, suspended, or discontinued. The Trustees shall have the right to recover (by recoupment, offset or by other lawful means) any benefit payments made in reliance on any false or fraudulent statement, information or proof submitted by a Participant prior to the receipt of the required notifications.

Section 3. Action of Trustees

The Trustees shall, when given discretionary powers, exercise such powers in a uniform and non-discriminatory manner, and be the sole judges of the standard of proof required in any case and the application and interpretation of this Plan, and decisions of the Trustees shall be final and binding on all parties.

Section 4. Determination of Disputes

- (a) No Employee, Pensioner, Beneficiary or other person shall have any right or claim to benefits under the Pension Plan, other than as specified in the Pension Plan. If any person shall have a dispute with the Trustees as to eligibility, type, amount or duration of such benefits, the dispute shall be resolved by the Trustees under and pursuant to the Pension Plan, and its decision concerning such dispute shall be final and binding upon all parties thereto.

Effective January 1, 2002:

- (b) **Who May File a Claim.** A Participant or Beneficiary , or an authorized representative of a Participant or Beneficiary (collectively referred to in this Section 4 as the "claimant"), may file a claim or appeal a denied claim. A Participant or Beneficiary may be required to furnish documentation showing that an individual is, in fact, an authorized representative.
- (c) **Failure to Follow Procedures.** If the Plan fails to follow these claims and appeals procedures, and it does not correct the error without prejudice to the claimant, then the claimant will be deemed to have exhausted the administrative remedies available under the Plan and will be entitled to pursue any available remedies under ERISA Section 502(a).
- (d) **Filing of Claim Form.** Any person whose application for benefits has been denied in whole or in part can file a claim for benefits. All claims for benefits shall be filed in writing on forms provided by the Plan, which will be available from its administrative office and such other places as may from time to time be designated by the Trustees. A claim is considered to be filed as soon as it is received by the Plan at its administrative office or such other location as may be indicated on the claim form, regardless of whether it contains all the information necessary to render a decision. If the form is not substantially complete, or if required documentation has not been furnished, the claimant will be notified as soon as reasonably possible of what is necessary to complete the claim.
- (e) **Review of Claim.** The Plan shall approve or deny the claim within a reasonable time not to exceed ninety (90) days (45 days in the case of a claim for disability benefits) after the claim is filed, unless special circumstances require an extension of time for processing the claim. If such an extension is required, the claimant shall be notified in writing within the initial 90-day or 45-day period of the special circumstances requiring the extension of time and the date by which the Plan expects to render a decision, which will not be more than 180 days from the date the claim was filed (75 days in the case of a claim for disability benefits).
- (f) **Notice of Adverse Benefit Determination.** If a claim is denied, in whole or in part, the claimant shall be notified of the denial in writing. This written denial notice shall be given within the time permitted for review in accordance with paragraph (e) above, and shall set forth, in language calculated to be understood by the claimant:
 - (1) The specific reason or reasons for the denial;
 - (2) Reference to the specific Plan provisions on which the denial is based;
 - (3) A description of any additional material or information needed to perfect the claim and an explanation of why it is necessary; and
 - (4) A description of the Plan's procedures to be followed to appeal the denial of the claim and the time limits applicable to such procedures, including a statement of the claimant's right to bring a civil action under ERISA Section 502(a) following a denial of the claim on appeal.
- (g) **Appeals Procedure.** If a claim has been denied, the claimant may ask for the denial to be reviewed on appeal under the following procedures:

- (1) **Application for Review.** The claimant must file a written request for an appeal with the Plan within sixty (60) days after receipt of the written denial notice. The Trustees may consider a late application if it concludes the delay in filing was for reasonable cause. An appeal is considered to be filed when it is received by the Plan's administrative office or other designated location, regardless of whether it contains all the information necessary to render a decision.
- (2) **Review Procedure.** When an application for an appeal is received, the claim and its denial shall receive a full and fair review by the Trustees or any committee to which it delegates this function. As part of the review procedure, the claimant will be provided the opportunity to submit written comments, documents, records, and other information relating to the claim for benefits. The claimant shall also be provided, 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. The review procedure will also take into account 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 decision on the claim. The claimant shall have no right to appear personally before the Trustees or committee delegated to hear such hearings unless the Trustees or committee concludes that such an appearance would be of value in enabling it to perform its obligations hereunder.
- (3) **Notice of Decision on Review.** If a claim is wholly or partially denied on review, the claimant shall receive a written notice of denial as follows:
 - (i) **Contents of Notice.** The notice of denial shall contain the following, written in a manner calculated to be understood by the claimant:
 1. The specific reason or reasons for the denial on review;
 2. Reference to the specific Plan provisions on which the denial on review is based;
 3. A statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claimant's claim for benefits; and
 4. A statement that the claimant has the right to bring an action under Section 502(a) of ERISA.
 - (ii) **Time of Notice.** The period of time within which a decision on review is required to be made shall begin at the time an appeal is filed in accordance with the reasonable procedures of the Plan, without regard to whether all the information necessary to make a decision on review accompanies the filing. The decision on review shall be made no later than the date of the first Trustees or committee meeting which occurs at least 30 days after the appeal is filed, unless special circumstances require an extension of time for processing. If such an extension is required, the claimant shall be notified in writing, prior to the commencement of the extension, of the special circumstances requiring the extension of time and the date by

which the decision will be rendered, which shall be no later than the third regular meeting following the date the appeal was filed. If the reason for taking the extension is to obtain additional information from a claimant, the decision on review will be made by the later of: (1) the third regular meeting following the date the appeal was filed; or (2) the first regular meeting that is at least 30 days after the claimant responds. If, after a reasonable period of time, but not less than 90 days, the claimant has not responded to a request for additional information, the Trustees may decide the appeal, provided the claimant is notified in writing at least 60 days before the decision on review is made that such decision will be made regardless of whether the claimant responds. The claimant shall be notified of the decision on review within five (5) days after it is made.

- (h) The decision of the Trustees with respect to an application for review shall be final and binding on all claimants. The provisions of this Section applies to all claim to benefits under the Plan.

Subsections (bb), (cc) and (dd) are effective prior to January 1, 2002:

- (bb) Any person whose application for benefits under the Pension Plan has been denied in whole or in part by the Trustees, or whose claim to benefits is otherwise denied by the Trustees, shall be notified of such decision, in writing, by the Trustees and may petition the Trustees to reconsider its decision. A petition for reconsideration shall be in writing, shall state in clear and concise terms the reason or reasons for disagreement with the decision of the Trustees, and shall be filed with or received by the administrative office of the Pension Plan within 60 days after the date shown on the notice to the petitioner of the decision of the Trustees.

Upon good cause shown, the Trustees may permit the petition to be amended or supplemented. The failure to file a petition for reconsideration within such 60-day period shall constitute a waiver of the claimant's right to a reconsideration of the decision on the basis of the information and evidence submitted prior to the decision. Such failure shall not, however, preclude the applicant or claimant from establishing his entitlement at a later date based on additional information and evidence which was not available to him at the time of the decision of the Trustees.

- (cc) Upon receipt of a petition for reconsideration the Trustees, or a committee appointed by the Trustees and authorized to act on such petitions, shall proceed to review the administrative file, including the petition for reconsideration and f its contents. A decision by the Trustees shall be made promptly and not later than 60 days after receipt of the petition by the administrative office of the Pension Plan unless special circumstances (such as the need to hold a hearing) required an extension of time for processing, in which case a decision shall be rendered as soon as possible, but not later than 120 days after receipt of the request for review. The petitioner shall be advised of the decision of the Trustees in writing.
- (dd) The decision of the Trustees with respect to a petition for reconsideration shall be final and binding upon all parties, including the petitioner and any person

claiming under the petitioner. The provisions of this Section shall apply to and include any and every claim to benefits from the Fund, and any claim or right asserted under the Pension Plan or against the Fund, regardless of the basis asserted for the claim and regardless of when the act of omission upon which the claim is based occurred.

Section 5. Benefit Payments Generally

- (a) Commencement of Benefits. A Participant who is eligible to receive benefits under this Plan and makes application in accordance with the rules of this Pension Plan shall be entitled upon retirement to receive the monthly benefits provided for the remainder of his life, subject to the provisions of this Plan. Benefits payment shall be payable commencing with the first day of the month following the month in which the Participant has fulfilled all the conditions of entitlement to benefits, including the filing of any applications.

However, in no event, unless the Participant elects otherwise, shall the payment of benefits begin later than the 60th day after the close of the Plan Year in which:

- (1) the Participant attains Normal Retirement Age; or;
- (2) the Participant terminates his Covered Employment and retires, as that term is defined in Section 8 of this Article,

provided that no such election filed on or after May 1, 1989, may postpone the commencement of benefits to a date later than the Participant's Required Beginning Date.

- (b) Required Beginning Date. A Participant's Required Beginning Date is April 1 of the calendar year following the year the Participant reaches 70 and 1/2, provided that, for a Participant who reaches 70 and 1/2 before 1988 other than a 5% owner, the Required Beginning Date is April 1 of the calendar year in which the Participant ceases work in Covered Employment if that is later.

- (c) Delayed Retirement. Effective as of May 1, 1989, if the Annuity Starting Date is after the Participant's Normal Retirement Age, the monthly benefit shall, subject to the provisions of Article III, Section 16, be the greater of:

- (1) the total years of Pension Credit accrued at his Annuity Starting Date multiplied by the applicable amount in Section 3 of Article III; or
- (2) the accrued benefit at Normal Retirement Age actuarially increased for each complete calendar month between Normal Retirement Age and the Annuity Starting Date for which benefits could not have been suspended under Section 9(b) of this Article had the Participant been retired at the time;

converted as of the Annuity Starting Date to the benefit payment form elected in the pension application or to the automatic form of Husband-and-Wife Pension if no other form is elected.

The actuarial increase described in paragraph (2) shall be 1% per month for the first 60 months after Normal Retirement Age and 1.5% per month for each month thereafter.

- (d) Payment of Benefits Accrued After Retirement

- (1) Any additional benefits earned by a Pensioner in Covered Employment after Retirement will be determined at the end of each Plan Year and will be payable as of May 1 following the end of the Plan Year in which it accrued, provided payment of benefits at that time is not suspended pursuant to Section 8 of this Article.
 - (2) In the case of a Participant who retired at or after Normal Retirement Age who is re-employed and earns additional benefits, or a Participant who retired at any age and had benefit payments suspended on account of work in covered or covered-type employment, the original Annuity Starting Date and the benefit payment elections made at that time will apply when benefit payments begin again at a later date.
 - (3) In the case of a Participant who retired before Normal Retirement Age who is re-employed and earns additional benefits, a new Annuity Starting Date will be established for payment of those new benefit accruals (but only for additional benefits due solely to the Participant's renewed employment after early retirement) when the Participant again retires. The benefits earned during that period of reemployment will be paid as a Husband-and-Wife Pension, if applicable as of the new Annuity Starting Date, or, if that is properly rejected, any other payment form available to the Participant under the Plan.
- (e) If the present value of a Participant's vested accrued benefit derived from Employer and Participant contributions exceeds \$5,000 (\$3,500, effective prior to May 1, 1998), and the accrued benefit is immediately distributable, the Participant and the Participant's Spouse (or where either the Participant or the Spouse has died, the survivor) must consent to any distribution of such accrued benefit.
- An accrued benefit is immediately distributable if any part of the accrued benefit could be distributed to the Participant (or surviving Spouse) before the Participant attains (or would have attained if not deceased) Normal Retirement Age.
- (f) Termination of Benefits. Pension payments shall end with the payment for the month in which the death of the Pensioner occurs except as provided in accordance with a Husband-and-Wife Pension or, if applicable, upon the completion of the guaranteed payments provided for in Article V.

Section 6. Duplication of Pensions

A Pensioner shall not be entitled to the payment under this Plan of more than one type of pension at any one time.

Section 7. Lump Sum Payment in Lieu of Monthly Pension

If, at the time a monthly pension is payable to a Participant, the actuarial present value of the lifetime pension is \$1,000 or less (\$3,500 or less prior to May 1, 1998 and \$5,000 or less from May 1, 1998 through March 27, 2005) the Trustees shall pay to the Participant the lump sum amount of such actuarial value, in lieu of the monthly pension otherwise due. Effective for limitation years beginning after December 31, 1999, the amount of the lump sum payment under this Section shall be equal to the greater of:

- (1) the benefit determined on the basis of the 1971 Group Annuity Mortality Table for males for Employees and the 1971 Group Annuity Mortality Table for females for beneficiaries and Spouses and an interest assumption equal to 7%, or
- (2) the benefit determined on the basis of the Applicable Mortality Table and the Applicable Interest Rate.

Notwithstanding the foregoing, if a Pensioner has started to receive payments in the form of the Husband-and-Wife Pension, the surviving Spouse will receive monthly benefits after the Pensioner's death unless the surviving Spouse consents, in writing, to a lump sum payment.

When a lump sum has been paid by the Fund, the Fund shall have no liability for the payment of any additional benefit to the Participant or his Beneficiary with respect to the Pension Credit for which the lump sum was made.

Section 8. Retirement

- (a) Before Normal Retirement Age. To be considered retired and entitled to a pension under this Plan before he has attained Normal Retirement Age, a Participant must withdraw completely and refrain from any employment for wages or profit in the type of work: (1) included in any Collective Bargaining Agreement wherever such employment or activity may be performed; or (2) for any work classification on which employer contributions were paid.
 - (1) Any employment that results in an employee becoming an "Employee" under Article I, Section 6(b) will also be considered to be prohibited employment as described in subsection (a). Any employment resulting in Employee status under Article I, Section 6(b) that commenced prior to May 1, 2014, will not be considered to be prohibited employment as long as such employment continues without interruption.
- (b) After Normal Retirement Age. To be considered retired and entitled to a pension under this Plan after he has attained Normal Retirement Age, a Participant must withdraw and refrain from employment for wages or profit for forty (40) or more hours in a calendar month, including hours paid but not worked, in the same industry, in the same trade or craft, and in the same geographic area covered by the Plan. For the purposes of this subsection:
 - (1) The "same industry" means any business activity of any employer, including self-employment that includes any employment which was covered by the Collective Bargaining Agreement when the Participant's pension payment commenced.
 - (2) The "same trade or craft" means an occupation utilizing the same skill(s), and any self-employment or supervisory employment related to the same skill(s) as were involved in such occupation(s).
 - (3) The "same geographic area" means the State of California.
 - (4) Any employment that results in an employee becoming an "Employee" under Article I, Section 6(b) will be considered to be in the same industry, in the same trade or craft, and in the same geographic area covered by the Plan. Any employment resulting in Employee status under Article I, Section 6.(b) that

commenced prior to May 1, 2014 and does not otherwise meet all these requirements, will not be considered to do so for as long as it continues without interruption.

- (c) No suspension After the Required Beginning Date. No benefits shall be suspended under this Article for months starting on and after a Participant's Required Beginning Date, as defined in Section 5(b) of this Article.

Section 9. Suspension of Benefits

- (a) Except as provided herein, if a Pensioner who is younger than Normal Retirement Age subsequently becomes employed in work of the type described in Section 8(a) of this Article, his pension payments shall be suspended for any calendar month in which he is so employed and for six (6) additional calendar months after ceasing such employment, but not beyond Normal Retirement Age. After that period, his pension shall again become payable subject to Section 8 (b) above.
- (b) If a Participant who has attained Normal Retirement Age subsequently becomes employed in work of the type and for the duration described in Section 8 (b) of this Article, his pension payments shall be suspended or any calendar month in which he is so employed. After that period, his pension shall again become payable.
- (c) If a Participant becomes employed in work of the type described in Section 8 of this Article, he must notify the Trustees, in writing, within 21 days following commencement of such employment. If he fails to give such written notice within such 21-day period and:
 - (i) he is younger than Normal Retirement Age, his pension shall be suspended for an additional period of six months over and above the suspension period specified in the preceding Subsection (a) but not beyond Normal Retirement Age, or if
 - (ii) he has attained Normal Retirement Age and the Trustees become aware that he may be employed in work of the type described in Section 8 (b) of this Article, it will be presumed, unless and until the Participant provides evidence to the contrary that:
 - (A) he was employed for forty (40) or more hours for that month, and
 - (B) if such employment is at a construction site, he was employed for as long as the employer for whom he was employed has been engaged at that site.
- (d) A Participant shall provide the Trustees with such information as they may request in order to establish the nature and extent of any employment by the Participant. In addition, at least once a year a Pensioner shall be required to certify on a form acceptable to the Trustees that he is retired within the meaning of the Plan. Any pension payments otherwise due shall be withheld pending adequate response by the Pensioner to such request.
- (e) A Participant whose pension has been suspended shall advise the Trustees in writing when disqualifying employment has ended. Benefit payments shall be held back until such notice is filed with the Trustees.

- (f) A Participant may, in writing, request of the Trustees a determination whether contemplated employment will be disqualifying and the Trustees shall provide the Participant with their determination.
- (g) Notice of Suspension. The Trustees shall inform a Participant of any suspension of benefits by notice given by personal delivery or first class mail during the first calendar month in which his benefits are withheld. Such notice shall include a description of the specific reasons for the suspension, a description and a copy of the relevant plan provisions, reference of the applicable regulations of the U.S. Department of Labor, a statement of the procedure for securing a review of the suspension, and a description of the procedures with any necessary forms that must be filed before benefits can be resumed.
- (h) Review. A Participant shall be entitled to a review of a determination suspending his benefits by written request filed with the Trustees within 60 days of notice of suspension of benefit. The same right of review shall apply, under the same terms, to a determination by or on behalf of the Trustees that contemplated employment will be disqualifying.

Section 10. Pension Payment Following Suspension

- (a) Pension payments to a Pensioner, who has ended his disqualifying employment, shall be resumed beginning no later than the third month after the last calendar month for which his benefit was suspended, provided the Participant has complied with the notification requirements of this Plan.
- (b) A Pensioner who returns to Covered Employment shall, upon his subsequent retirement, be entitled to receive an increased pension for the additional Pension Credit he earned, if any, after his return to Covered Employment calculated at the amount payable by the Plan in accordance with Article III, Section 2, at the time of his subsequent retirement.

For an Early Retirement Pensioner the adjusted pension payable shall be reduced by the product of 1.0 percent and the total of the Early Retirement Pension payments received during his previous period(s) of retirement and prior to the Normal Retirement Age except that in no event shall the monthly amount be less than the amount paid to him at the time he returned to Covered Employment and subject to the further limitation noted in the following subsection (c).
- (c) Suspension before Normal Retirement Age in accordance with Section 9 (a) of this Article because of employment of a type or of a duration for which benefits could not be suspended after Normal Retirement Age, shall not have the effect of reducing the value of the Participant's pension for payment at his Normal Retirement Age and to the extent necessary to avoid such reduction, the monthly amount of the pension shall be adjusted so as not to deprive the Pensioner of the value of this benefit which became payable following his Normal Retirement Age.
- (d) If a participant received pension payments to which he was not entitled in accordance with Section 9 of this Article, the Trustees may recover the amount of such payments by deducting the amount of the overpayments from the Participant's future monthly payments until such overpayment is fully recovered. If a Participant has attained Normal Retirement Age, the amount of such offset shall be limited to 100% of the amount due to

the Participant for the first payment upon resumption of benefits and 25% of the monthly pension benefit amount thereafter, until all overpayments are fully recovered.

This provision shall not limit the right of the Trustees to recover an overpayment by means other than deduction from the pension.

- (e) A disability Pensioner who recovers from his total disability and returns to Covered Employment shall be entitled, upon his subsequent retirement, to a pension in an amount calculated at the amount payable under the applicable provision of Article III at the time of his subsequent retirement, including any additional Pension Credit earned during his period of subsequent employment.

Section 11. Nonforfeitable and Vested Status

The benefits to which a Participant is entitled under the terms of this Plan upon his attainment of Normal Retirement Age are nonforfeitable, subject, however, to retroactive amendment made within the limitations of Section 411(a)(3)(C) of the Code and Section 302(c)(8) of ERISA. The benefits to which his or her surviving Spouse may be entitled shall likewise be nonforfeitable. Participants and beneficiaries shall be entitled to any of the other benefits of this Plan subject to all of the applicable terms and conditions.

"Vested" or "vested status" means fulfillment by a Participant of the service requirements for except after his Normal Retirement Age of a nonforfeitable pension.

The term "vested" or "vested status" does not have the same meaning as "nonforfeitable" as that term is defined in ERISA.

Section 12. Incompetence or Incapacity of a Pensioner or Beneficiary

In the event it is determined to the satisfaction of the Trustees that a Pensioner or Beneficiary is unable to care for his affairs because of mental or physical incapacity, any payment due may be suspended until a guardian or conservator is appointed for the person and estate of such Pensioner or Beneficiary, and thereafter all payments, including those suspended shall be made to the duly appointed guardian or conservator.

Section 13. Non-Assignment of Benefits

No Employee or Participant, entitled to any benefits under this Pension Plan shall have the right to assign, alienate, transfer, encumber, pledge, mortgage, hypothecate, anticipate, or impair in any manner his legal or beneficial interest, or any interest in assets of the Trust Fund, or benefits of this Pension Plan. Neither the Trust Fund nor any of the assets thereof, shall be liable for the debts of any Participant entitled to any benefits under this Plan, nor be subject to attachment or execution or process in any court of action or proceeding.

Notwithstanding the foregoing, benefits shall be paid in accordance with the applicable requirements of any "qualified domestic relations order" as defined by Section 206(d)(3) of ERISA.

In the event that such an order requires that the Plan pay a portion of the Accrued Benefit of a Participant to an Alternate Payee over a period based on the life of that Alternate Payee, the monthly amount paid to the Alternate Payee shall have the same actuarial present value as the monthly amount deducted from the Participant's Accrued Benefit. Actuarial present value for

this purpose shall be determined by using participant mortality determined under the 1983 Group Annuity for Males and Alternate Payee mortality determined under the 1983 Group Annuity for Females, and a 6% discount rate.

Section 14. No Right to Assets

No person other than the Trustees of the Trust Fund shall have any right, title or interest in any of the income, or property of any funds received or held by or for the account of the Trust Funds, and no person shall have any vested right to benefits provided by the Pension Plan except as expressly provided herein.

Section 15. Maximum Limitation

Notwithstanding any other provision of the Plan, the annual retirement benefit to which an Employee shall be entitled hereunder shall not exceed the maximum amount permitted under Code Section 415, the provisions of which are incorporated herein by reference. The following subsections prescribe how Code Section 415 is to be applied when a provision of Code Section 415 can be applied in more than one manner or to clarify the application of Code Section 415 to this Plan. In accordance with Treasury Regulations Section 1.415(a)-l(d)(3), if no language is set forth in the provisions of the Plan, and a default rule exists, then the default rule applies.

- (a) Limitation Year. The limitation year is the calendar year.
- (b) Compensation. "Compensation", for a Limitation Year for purposes of this section and Code Section 415, means "compensation" as defined in Treasury Regulation Sections 1.415(c)-2(b) and 1.415(c)-2(c).
- (c) Cost-of-Living Adjustments. The maximum dollar limitation under Code Section 415(b)(1)(A) is adjusted annually as provided for under Treasury Regulations Section 1.415(a)-l(d)(3)(v). In addition, the annual increase in the maximum dollar limitation shall also apply to any Pensioner who has commenced receiving benefits and to any Participant who has severed employment from all Covered Employers who are maintaining the Plan but has not commenced benefits. The limitations will be adjusted in accordance with Treasury Regulations Sections 1.415(d)-l(a)(4) and 1.415(d)-l(a)(5).
- (d) Aggregating Plans. No other multiemployer plan shall be aggregated with this Plan for purposes of applying the limits of Code Section 415. If a Covered Employer maintains defined benefit plans which are not multiemployer plans in addition to this Plan, only the benefits under this Plan that are provided by the particular Employer shall be aggregated with the Covered Employer's other defined benefit plans in applying the dollar limitations under Code Section 415(b)(1)(A). This Plan shall not be aggregated with any other plan that is not a multiemployer plan for purposes of applying the compensation limit of Code Section 415(b)(1)(B).
- (e) Mortality Adjustments. For purposes of adjusting the Code Section 415(b)(1)(A) dollar limitation for annuity starting dates prior to age 62 and after age 65, no adjustment is made to reflect the probability of a Participant's death in accordance with Treasury Regulations Section 1.415(b)-1(d)(2).
- (f) Grandfather Rule. For benefits accrued or payable as of December 31, 2007, Code Section 415 will be applied with respect to a Participant on a Covered Employer by

Covered Employer basis. Notwithstanding the foregoing, a Participant shall not be entitled to accrual of additional benefits on or after January 1, 2008, unless such additional benefits plus the benefits accrued before January 1, 2008 satisfy the requirements of Code Section 415 in effect on January 1, 2008.

Article VIII. Miscellaneous

Section 1. Non-Reversion

It is expressly understood that in no event shall any of the corpus or assets of the Trust Fund revert to the Employers or be subject to any claims of any kind or nature by the Employers, except for the return of an erroneous contribution within the time limits prescribed by law.

Section 2. Gender

Wherever any words are used in this Pension Plan in the masculine gender, they should be construed as though they were also used in the feminine gender in all situations where they would so apply. Wherever any words are used in this Pension Plan in the singular form they should be construed as though they were also in the plural form in all situations where they would so apply, and vice versa.

Section 3. Limitation of Liability

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

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

Section 4. New Employers

If an Employer is sold, merged or otherwise undergoes a change of company identity, the successor company shall participate as to the Employees theretofore covered in the Pension Plan just as if it were the original company, provided it remains an Employer as defined in Section 5 of Article I.

Section 5. Direct Rollovers

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 plan administrator, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover.

- (a) Eligible rollover distribution: An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover

distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated Beneficiary, or for a specified period of ten years or more; any distribution to the extent such distribution is required under Section 401(a)(9) of the Code; the portion of any distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities); and, effective for distributions after December 31, 1999, a hardship distribution as described in Section 401(k)(2)(b)(i)(X) of the Internal Revenue Code and in an amount consistent with regulations prescribed by the Secretary of the Treasury.

- (b) Eligible retirement plan: An eligible retirement plan is an individual retirement account described in Section 408(a) of the Code, an individual retirement annuity described in Section 408(b) of the Code, an annuity plan described in Section 403(a) of the Code, or a qualified trust described in Section 401(a) of the Code, that accepts the distributee's eligible rollover distribution, an annuity contract described in Code Section 403(b) or an eligible plan under Code Section 457(b), 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, or a Roth individual retirement account described in Code Section 408A for an eligible Distributee, in each case that accepts the Distributee's Eligible Rollover Distribution. However, in the case of an eligible rollover distribution to the surviving Spouse, an eligible retirement plan is an individual retirement account or individual retirement annuity.
- (c) Distributee: 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 Section 414(p) of the Code, are distributees with regard to the interest of the Spouse or former Spouse. Effective January 1, 2010, "Distributee" shall also include a non-Spouse Beneficiary
- (d) Direct rollover: A direct rollover is a payment by the plan to the eligible retirement plan specified by the distributee.

Section 6. Laws Applicable

This Plan is intended to comply with the Employee Retirement Income Security Act of 1974 and with the requirements for tax qualification under the Code and all regulations thereunder, and is to be interpreted and applied consistent with that intent.

Section 7. Withdrawal Liability

For any contributing employer who withdraws from the Plan on or after January 1, 2007, when withdrawal liability is calculated under Section 4211 (b) of ERISA, the Plan Year ended April 30, 2002 (when the Plan had no Unfunded Vested Benefits) shall be used instead of the Plan Year ending June 30, 1980.

Article IX. Amendment and Termination

Section 1. Amendment

This Plan may be amended at any time by the Trustees, consistent with the provisions of the Trust Agreement. However, no amendment may decrease the accrued benefit of any Participant, except:

- (a) As necessary to establish or maintain the qualification of the Plan or the Trust under the Code and to maintain compliance of the Plan or the Trust with the requirements of ERISA; or
- (b) If the amendment meets the requirements of Section 302(c)(8) of ERISA and Section 412(c)(8) of the Code, and the Secretary of Labor has been notified of such amendment and has either approved of it or, within 90 days after the date on which such notice was filed, he failed to disapprove.

Section 2. Termination of Participation by an Employer

If an Employer's participation in the Trust Fund with respect to a bargaining unit terminates, the Trustees are empowered to cancel any obligation of the Trust Fund that is maintained under the Trust Agreement with respect to that part of any pension for which a person was made eligible on the basis of employment in such bargaining unit prior to the Contribution Date with respect to that unit. Neither shall the Trustees, the Employers who remain as Contributing Employers, nor the Union be obligated to make such payments.

Section 3. Termination of Plan

The Trustees at any time shall have the right to discontinue or terminate this Plan in whole or in part. In the event of a termination or partial termination of this Plan the rights of all affected Participants to benefits then accrued, to the extent then funded, shall thereupon become one hundred percent (100%) vested and nonforfeitable. Upon a termination of the Plan, the Trustees shall take such steps as they deem necessary or desirable to comply with Sections 4041A and 4281 of ERISA.

Section 4. Merger or Consolidation

To the extent required by the Pension Benefit Guaranty Corporation, in the event of any merger or consolidation with, or transfer of assets or liabilities to any other Plan, each Participant shall (if the Plan then terminated) receive benefit immediately after the merger, consolidation or transfer which is equal to or greater than the benefit the Participant would have been entitled to receive immediately before the merger, consolidation or transfer (if the Plan had then been terminated).

Article X. Top Heavy Provisions

Section 1. Effective Date

Pursuant to Treas. Reg. 1.416-1, Q & A T-38, this Article X is repealed effective after April 30, 1998. All provisions of this Article X shall apply, to the extent relevant under Internal Revenue

Code section 416 and the accompanying Regulations, only as to Plan Years ending prior to May 1, 1998.

Section 2. Definitions

- (a) "Accrued Benefit" means, for any Top Heavy Plan Year, benefit accrual determined in accordance with Section 2 herein.
- (b) "Aggregate Account" means, for each Participant, the total value of his accounts, including Employer and Employee accounts, which are used to determine Top Heavy Plan status under the provisions of a defined contribution plan included in any Aggregation Group.
- (c) An Aggregation Group shall be either a Required Aggregation Group or a Permissive Aggregation Group as hereinafter determined. Only those plans of the Employer in which the Determination Dates fall within the same calendar year shall be aggregated to determine whether such plans are Top Heavy Plans.
 - (1) A "Required Aggregation Group" shall consist of each plan of the Employer in which a Key Employee is a Participant, and each other plan of the Employer which enables any plan in which a Key Employee is a Participant to meet the requirements of Code Sections 401(a)(4) or 410.

Each plan in a Required Aggregation Group shall be considered a Top Heavy Plan if the Required Aggregation Group is a Top Heavy Group. No plan in a Required Aggregation Group shall be considered a Top Heavy Plan if the Required Aggregation Group is not a Top Heavy Group.
 - (2) A "Permissive Aggregation Group" shall consist of the Required Aggregation Group in addition to any plan not required to be included in an Aggregation Group which the Employer decides to treat as being part of such group, providing the resulting group, taken as a whole, would continue to meet the requirements of Code Sections 401(a)(4) and 410.

Only a plan that is part of the Required Aggregation Group shall be considered a Top Heavy Plan if the Permissive Aggregation Group is a Top Heavy Group. No plan in a Permissive Aggregation Group shall be considered a Top Heavy Plan if the Permissive Aggregation Group is not a Top Heavy Group.
- (d) "Average Compensation" means the amount determined by averaging the Participant's Annual Earnings over a period of five (5) consecutive years preceding the Determination Date which produces the highest average. For any Top Heavy Plan Year, compensation in excess of \$150,000 in any year, whether or not such year was a Top Heavy Plan Year, shall be disregarded in accordance with Code Section 416. Such \$150,000 limit shall be automatically adjusted as provided in Code Section 416(d)(2) to take into account increases in cost of living in accordance with the regulations prescribed by the Secretary of Treasury.
- (e) "Determination Date" means the last day of the preceding Plan Year.
- (f) "Key Employee" means an Employee who at any time during the Plan Year containing the Determination Date or any of the four (4) preceding Plan Years, is:

- (1) Any officer of the Employer whose Compensation is in excess of fifty percent (50%) of the dollar limit in effect under Code Section 415(b)(1)(A) for the calendar year in which the Plan Year ends; provided, however that no more than the greater of three (3) persons or ten percent (10%) of the Employees, but in no event more than fifty (50) Employees, shall be treated as officers; or,
 - (2) one of the ten Employees having annual Compensation from the Employer greater than the dollar limit in effect under Section 415(c)(1)(A) for the calendar year in which the Plan Year ends and owning (or considered as owning within the meaning of Code Section 318) both more than one-half percent interest and the largest interests in the Employer. For such purposes, if two (2) Employees have the same interest in the Employer, the Employee having the greater Compensation from the Employer shall be treated as having a larger interest. However, an Employee shall not be considered a top ten owner for a Plan Year in which such Employee earns less than the dollar limit specified in Code Section 415(c)(1)(A); or
 - (3) a "five percent owner" of the Employer. "Five percent owner" means any person who owns (or is considered as owning within the meaning of Code Section 318) more than five percent (5%) of the outstanding stock of the Employer or stock possessing more than five percent (5%) of the total combined voting power of all stock of the Employer, or, in case of an unincorporated business, any person who owns more than five percent (5%) of the capital or profits interest in the Employer. In determining percentage ownership hereunder, employers that would otherwise be aggregated under Code Section 414(b), (c), and (m) shall be treated as separate employers; or
 - (4) a "one percent owner" of the Employer having an annual Compensation (as defined in Treas. Reg. 1.415-2(d)) from the Employer of more than \$150,000. "One percent owner" means any person who owns (or is considered as owning within the meaning of Code Section 318) more than one percent (1%) of the outstanding stock of the Employer or stock possessing more than one percent (1%) of the total combined voting power of all stock of the Company, or, in case of an unincorporated business, any person who owns more than one percent (1%) of the capital or profits interest in the Employer. In determining percentage ownership hereunder, employers that would otherwise be aggregated under Code Sections 414(b), (c), and (m) shall be treated as separate employers. However, in determining whether an individual has Compensation of more than \$150,000, Compensation from each employer required to be aggregated under Code Sections 414(b), (c), and (m) shall be taken into account.
- (g) "Non-Key Employee" means any Employee who is not a Key Employee.
- (h) "Super Top Heavy Plan Year". The Plan shall be considered a Super Top Heavy Plan for any Plan Year in which (1) the Present Value of Accrued Benefits of Key Employees and (2) the sum of the Aggregate Accounts of Key Employees under this Plan and any plan of an Aggregation Group, exceeds ninety percent (90%) of the Present Value of Accrued Benefits and the Aggregate Accounts of all Participants under this Plan and any plan of an Aggregation Group.

The amounts above shall be determined as of the Determination Date.

- (i) "Top Heavy Plan Year". The Plan shall be considered a Top Heavy Plan for any Plan Year in which (1) the Present Value of Accrued Benefits of Key Employees and (2) the sum of the Aggregate Accounts of Key Employees under this Plan and any plan of an Aggregation Group, exceeds sixty percent (60%) of the Present Value of Accrued Benefits and the Aggregate Accounts of all Participants under this Plan and any plan of an Aggregation Group.

The amounts above shall be determined as of the Determination Date.

Section 3. Top Heavy Minimum Benefit

For any Top Heavy Plan Year, each Non-Key Employee who is a Participant shall be entitled to the greater of his benefit as computed under Article III or the following minimum accrued benefit:

The lesser of two percent (2%) of the Participant's Average Compensation for each Top Heavy Plan Year, or twenty percent (20%) of his Average Compensation.

Such minimum benefit shall only be provided to a non-key Employee who is a plan participant and who has completed at least 1,000 hours of service (or the equivalent) during an accrual computation period.

If a Non-Key Employee participates in both this defined benefit plan and in a defined contribution plan included in a Top Heavy Aggregation Group, the Employer is not required to provide the Non-Key Employee with both the full and separate minimum accrued benefit under this Plan and the full and separate minimum contribution under the defined contribution plan. Such Non-Key Employee shall receive only the minimum accrued benefits provided under this Plan.

To the extent that the minimum accrued benefit of any Participant is vested in accordance with the Top Heavy vesting schedule provided in Section 5 of this Article, such minimum accrued benefit may not be forfeited or suspended under Code Sections 411(a)(3)(B) or 411(a)(3)(D).

Section 4. Top Heavy Requirements

For any Top Heavy Plan Year, as determined in Section 2 (i) of this Article, the Plan shall provide the following:

- (a) special vesting requirements of Code Section 416(b) pursuant to Section 5 of this Article, and
- (b) special minimum benefit requirements of Code Section 416(c) pursuant to Section 2 of this Article, and
- (c) special compensation requirements of Code Section 416(d) pursuant to Section 1(d) of this Article.

Section 5. Determination of Top Heavy Status

The Board shall determine, on a year by year basis, the Top Heavy status of the Plan. Such determination shall be made pursuant to this Paragraph of the Plan and Code Section 416. For

any Plan Year in which this Plan is a Top Heavy Plan, the Top Heavy provisions of the Plan will be followed.

For purposes of determining Top Heavy status, the following special rules shall apply:

- (a) If any Participant is a Non-Key Employee for any Plan Year, but such Participant was a Key Employee for any prior Plan Year, such Participant's Present Value of Accrued Benefit shall not be taken into account for purposes of determining whether this Plan is a Top Heavy Plan (or whether any Aggregation Group which includes this Plan is a Top Heavy Group).
- (b) For purposes of determining a Participant's present value of cumulative accrued benefits or a Participant's account, such present value or account shall:
 - (1) include the present value of Accrued Benefit using the following actuarial assumptions: 5% interest, the 1971 Group Annuity Mortality Tables for males and females, and assumed retirement at age 62;
 - (2) include any Plan distributions made to such Participant during the five- year period ending on the Determination Date. For purposes of this paragraph, a Participant shall include any Employee who is not employed as of the Determination Date but who was employed at any time during the five-year period. The foregoing shall also apply to distributions under a terminated qualified plan of the Employer which, if it had not been terminated, would have been required to be included in an aggregation group;
 - (3) include any non-deductible Employee contributions, whether voluntary or mandatory;
 - (4) not include, except as otherwise provided in the Treasury Regulations, Employee initiated rollover contributions or similar transfers to the transferee Plan;
 - (5) include any rollover contributions, plan-to-plan transfers or similar transfers initiated by the Employer or made to a plan maintained by an Affiliated Company; and
 - (6) not include the Accounts and Accrued Benefits of a participant who has not performed any services for any Employer maintaining the Plan during the five-year period ending on the Determination Date.

Section 6. Top Heavy Vesting

Notwithstanding the vesting provisions provided in Article III, Section 14, for any Top Heavy Plan Year, a terminated Participant shall have a vested interest in his Accrued Benefit based on the following schedule:

Years of Service	Nonforfeiture Percentage
2 Years	20%
3 Years	40%

Years of Service	Nonforfeiture Percentage
4 Years	60%
5 Years	80%
6 or more Years	100%

If, in any subsequent Plan Year, the Plan ceases to be a Top Heavy Plan, the Board may elect to (1) continue to apply this vesting schedule in determining the Vested portion of any Participant's Accrued Retirement Income, or (2) revert to the vesting schedule in effect before this Plan became a Top Heavy Plan. Any such reversion shall be treated as a Plan amendment pursuant to the provisions of Article IX, Section 1.

Article XI. Amendments To Comply With EGTRRA and 2001/02 Regulatory Changes

Section 1. Purpose and Scope

The plan amendments set forth in this Article are adopted to reflect certain provisions of the Economic Growth and Tax Relief Reconciliation Act of 2001 (EGTRRA). These amendments are intended to constitute good faith compliance with the requirements of EGTRRA and are to be construed in accordance with EGTRRA and the guidance issued thereunder. Except as otherwise provided herein, the amendments contained in this Article shall be effective as of the first day of the first Plan Year beginning after December 31, 2001. The provisions of this Article shall supersede the provisions of the Plan to the extent those provisions are inconsistent with the provisions of this Article.

Section 2. Limitations on Benefits

- (a) In General. Effective for limitation years ending after December 31, 2001, a Participant's accrued benefit shall not exceed the maximum permissible benefit under this Section 2.
- (b) Effect on Participants. Benefit increases resulting from the increase in the IRC § 415(b) limitations enacted in the EGTRRA will be provided to all Employees participating in the Plan who have one Hour of Service on or after the first day of the first limitation year beginning after December 31, 2001.
- (c) Definitions
 - (1) Defined Benefit Dollar Limitation. The "defined benefit dollar limitation" is \$160,000, as adjusted, effective January 1 of each year, under IRC § 415(d) in such manner as the Secretary shall prescribe, and payable in the form of a straight life annuity. A limitation as adjusted under IRC § 415(d) will apply to limitation years ending with or within the calendar year for which the adjustment applies.
 - (2) Maximum Permissible Benefit. The "Maximum Permissible Benefit" is the defined benefit dollar limitation (adjusted where required, as provided in (A) and, if applicable, in (B) or (C) below).

- (A) Fewer Than 10 Years of Participation. If the Participant has fewer than 10 years of participation in the Plan, the defined benefit dollar limitation shall be multiplied by a fraction, (i) the numerator of which is the number of years (or part thereof) of participation in the Plan and (ii) the denominator of which is 10.
- (B) Benefits Beginning before Age 62. If the benefit of a Participant begins before the Participant attains age 62, the defined benefit dollar limitation applicable to the Participant at such earlier age is an annual benefit payable in the form of a straight life annuity beginning at the earlier age that is the actuarial equivalent of the defined benefit dollar limitation applicable to the Participant at age 62 (adjusted under (A) above, if required). The defined benefit dollar limitation applicable at an age before age 62 is determined as the lesser of (i) the actuarial equivalent (at such age) of the defined benefit dollar limitation computed using the interest rate and mortality table (or other tabular factor) specified in the Plan, if any, for purposes of determining actuarial equivalence for the most generous early retirement benefit for which the Participant qualifies as of the Annuity Starting Date and (ii) the actuarial equivalent (at such age) of the defined benefit dollar limitation computed using a 5 percent interest rate and the Applicable Mortality Table.
- (C) Benefits Beginning after Age 65. If the benefit of a Participant begins after the Participant attains age 65, the defined benefit dollar limitation applicable to the Participant at the later age is the annual benefit payable in the form of a straight life annuity beginning at the later age that is actuarially equivalent to the defined benefit dollar limitation applicable to the Participant at age 65 (adjusted under (A) above, if required). The actuarial equivalent of the defined benefit dollar limitation applicable at an age after age 65 is determined as (i) the lesser of the actuarial equivalent (at such age) of the defined benefit dollar limitation computed using the interest rate and mortality table (or other tabular factor) specified in the Plan, if any, for purposes of determining actuarial equivalence for late retirement (whether or not applicable in an individual case) and (ii) the actuarial equivalent (at such age) of the defined benefit dollar limitation computed using a 5 percent interest rate and the Applicable Mortality Table. For these purposes, mortality between age 65 and the age at which benefits commence shall be ignored.
- (d) Aggregation. Effective for limitation years beginning after December 31, 2001, this Plan shall not be combined or aggregated with a non-multiemployer plan for purposes of applying the IRC § 415(b)(1)(B) compensation limit to the non-multiemployer plan.

Section 3. Increase in Limit on Compensation Taken into Account

- (a) Increase in Limit. The annual compensation of each Participant taken into account in determining benefit accruals in any Plan Year beginning after December 31, 2001 shall not exceed \$200,000. For this purpose, annual compensation means compensation during the Plan Year or such other consecutive 12-month period over which compensation is

determined under the Plan (the "determination period"). For purposes of determining benefit accruals for a Plan Year beginning after December 31, 2001, compensation for any prior determination period shall be limited as provided in subsection (c) below.

- (b) Cost-of-Living Adjustment. The \$200,000 limit on annual compensation in subsection (a) above shall be adjusted for cost-of-living increases in accordance with IRC § 401(a)(17)(B). The cost-of-living adjustment in effect for a calendar year applies to annual compensation for the determination period that begins with or within such calendar year.
- (c) Compensation Limit for Prior Determination Periods. In determining benefit accruals in Plan Years beginning after December 31, 2001, the annual compensation limit in subsection (a) above, for determination periods beginning before January 1, 2002, shall be \$200,000.

Section 4. Direct Rollover of Plan Distributions

- (a) Effective Date. This Section shall apply to distributions made after December 31, 2001.
- (b) Modification of Definition of Eligible Retirement Plan. For purposes of the direct rollover provisions in Article VIII, Section 5 of the Plan, an "eligible retirement plan" also shall include an annuity contract described in IRC § 403(b) and an eligible plan under IRC § 457(b), 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 also shall 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.

Section 5. Applicable Mortality Table

Notwithstanding any other plan provisions to the contrary, references in this Article XI to the Applicable Mortality Table shall be construed as a reference to the mortality table prescribed in Section 415(b)(2)(E)(v) of the Code.

Article XII. Minimum Distribution Requirements

Section 1. General Rules

- (a) Adoption and Effective Date of Amendment. This Amendment of the rules and regulations is adopted for purposes of determining minimum distributions for calendar years beginning January 1, 2003.
- (b) Precedence. The requirements of this Minimum Distributions Section will take precedence over any inconsistent provisions of the Plan. Except to the extent inconsistent with this Section, all distribution options provided under the Plan are preserved. This section 1(b) does not authorize any distribution options not otherwise provided under the Plan.

- (c) Treasury Regulations. All distributions required under this-section will be determined in accordance with 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 Article, 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.

Section 2. Time and Manner of Distribution

- (a) 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 beginning date.
- (b) 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 the following,
 - (1) 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 70 ½ if later.
 - (2) 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.
 - (3) 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.
 - (4) If the Participant's surviving spouse is the sole designated beneficiary and the surviving spouse dies after the Participant but before distributions begin, this section 2, other than 2 (b) (1) will apply as if the surviving spouse were the Participant.

For the purpose of this section 2 and section 5, distributions are considered to begin on the Participant's beginning date, (or if section 2 (b) (4) applies, the date distribution are required to begin to the surviving spouse under section 2 (b) (1). 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 section 2 (b) (1), the date distributions actually commence.

- (c) Form of Distributions. 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 the first distribution calendar year distributions will be made under sections 3, 4, and 5 of this amendment. 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 Internal

Revenue 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 Internal Revenue 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.

- (c) 1. General Annuity Requirements. If the Participant's interest is paid in the form of annuity distributions under the Plan, payments under the annuity will satisfy the following requirements:
- (1) the annuity distributions will be paid in periodic payments made at intervals not longer than one year,
 - (2) the distribution period will be over a life (or lives) or over a period certain not longer than the period described in section 4 or 5,
 - (3) 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 period permitted;
 - (4) payments will either be non-increasing or increase only as follows:
 - (a) by an annual increase that does not exceed the 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 section 4 dies or is no longer the Participant's beneficiary pursuant to a qualified domestic relations order within the meaning of section 414(p) of the Internal Revenue Code;
 - (c) to provide cash refunds of employee contributions upon the Participant's death, if such contributions are allowed by the Plan; or
 - (d) to pay increased benefits that result from amendment.
- (c) 2. 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 section 2(b) (1) or (2) 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 the payment interval ending on or after the Participant's required beginning date.
- (c) 3. Additional Accruals after the First Distribution Date. 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 account accrues.

Section 3. Requirements for Annuity Distributions that commence during a Participant's Lifetime.

- (a) 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 a 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 reach 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(1)(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 is the Participant's sole designated beneficiary and the form of the 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 the Joint and Survivor Table set forth in section 1.401(a)(9)-9 of the Treasury regulations, using tile Participant's and the Spouse's attained ages of the Participant's and the spouse's birthdays in the calendar year that contains the annuity start date.

Section 4. Requirements for Minimum Distributions Where Participant Dies Before Date Distributions Begin

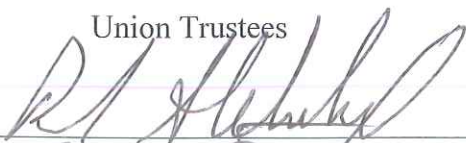
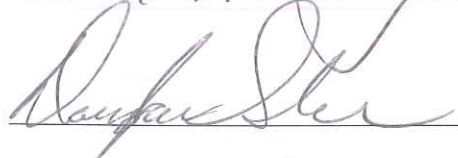
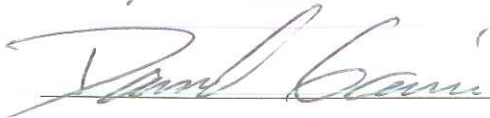
- (a) Participant Survived by Designated Beneficiary. Except as provided in the adoption agreement, if the Participant dies before the date distribution of his or her interest begins and there is a designated beneficiary, the Participant's entire interest will be distributed, beginning no later than the time described in section 2 (a) or (b), over the life of the designated beneficiary or over a period certain not exceeding:
- (1) unless the annuity starting date is before the first distribution calendar year, the life expectancy of the designated beneficiary using the beneficiary's birthday in the calendar year of the Participant's death; or
 - (2) 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
- (b) No Designated Beneficiary. If the Participant dies before the date distribution begins 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.
- (c) Death of the Surviving Spouse before Distribution 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 4 will apply as if the surviving spouse was the participant, except the time by which distributions must begin will be determined without regard to section 2 (b) (1).

Section 5. Definitions

- (a) Designated beneficiary. The individual who is designated as the beneficiary under Article 1, Section 27 of the Plan 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.
- (b) 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 section 2 (b) hereof.
- (c) Life expectancy. Life expectancy as computed by the use of the single Life Table in section 1.401(a)(9)-9 of the Treasury regulations.
- (d) Required beginning date. The date specified in Article VII, section 5 (b) of the Plan.

IN WITNESS WHEREOF, the parties have adopted this Restatement of the Brick Masons' Pension Plan at a meeting of Board of Trustees held on September 22, 2015.

Union Trustees

Employer Trustees





