

**SAN FRANCISCO CULINARY, BARTENDERS AND
SERVICE EMPLOYEES PENSION PLAN**

SUMMARY PLAN DESCRIPTION¹

December 2018

¹ Complete current Plan Document Included in Part II

SAN FRANCISCO CULINARY, BARTENDERS AND SERVICE EMPLOYEES PENSION PLAN

INTRODUCTION

This booklet consists of three (3) parts. Part I is a series of questions and answers explaining the main features of the San Francisco Culinary, Bartenders and Service Employees Pension Plan (“Pension Plan”) and how it affects the Plan participants. Part II is the Plan document itself as amended through January 1, 2015, with subsequent Amendment No. 1 dated May 29, 2015 (effective April 1, 2015), Amendment No. 2 dated March 15, 2017 (effective April 1, 2017), Amendment No. 3 dated June 9, 2017 (effective April 1, 2018), Amendment No. 4 dated March 26, 2018 (effective February 1, 2018) and Amendment No. 5 dated April 16, 2018 (effective April 1, 2018). Clarification No. 2 (dated December 16, 2015), Clarification No. 3 (dated February 5, 2016), Clarification No. 4 (dated January 26, 2018) and Clarification No. 5 (dated April 16, 2018) are also incorporated in Part II of this document. Part III is the supplement consisting of the information required by the Employee Retirement Income Security Act (“ERISA”). This booklet contains information relevant to the merger of the Hotel and Restaurant Employees Retirement Plan (“Oakland Plan”) into the Pension Plan as of July 1, 2012. Except as otherwise provided herein, pensions or benefits that commenced prior to April 16, 2018, as well as vested benefits of former Participants who incurred a Break in Service prior to April 16, 2018, are determined in accordance with the provisions of the Plan document in existence at the time of their retirement or immediately prior to their most recent Break in Service, as the case may be.

You are not entitled to rely upon statements of any Fund employee, trustee, employer, union officer, or any person or entity. If you wish for an official interpretation of the Plan, you should address your request in writing to the Board of Trustees at the Fund Manager’s Office.

You should further understand that, from time to time, there may be a data error in a statement you receive, which may be corrected upon an audit or review. The Board of Trustees reserves the right to make corrections when such a mistake is discovered.

No employee, retired employee or any person claiming by or through any such person, shall have any right, interest, or title to any benefit under the Trust Agreement, the Plan, or the Trust Fund, except as such right, interest, or title shall have been specifically granted pursuant to the terms of the Plan.

If you have any questions about the operation of the Plan, information may be obtained from the Fund Manager whose office is located at 1182 Market Street, Suite 320, San Francisco, California 94102. (Telephone (844) 492-9157).

YOU SHOULD KEEP THIS SUMMARY PLAN DESCRIPTION FOR FUTURE REFERENCE.

This booklet contains a summary in English of your Plan rights and benefits under the San Francisco Culinary, Bartenders and Service Employees Pension Plan. If you have difficulty understanding any part of this booklet, or need a translation of any portion of this document, contact the Fund Manager’s office, 1182 Market Street, Suite 320, San Francisco, California

94102. Office hours are from 8:30 a.m. to 5:00 p.m. Monday through Friday. You may call the Fund Manager's office at (844) 492-9157 for assistance.

PART I **QUESTIONS AND ANSWERS**

These questions and answers represent examples of the Restated Plan in effect on January 1, 2015 and include subsequent Plan Amendments and Clarifications through April 16, 2018. The current benefits, eligibility, grace periods, etc. in effect are found in Part II. For detailed information or prior Plan rules contact the Fund Manager. *If you were a former participant in the Oakland Plan, the Oakland Plan document will govern any benefits earned for hours worked prior to July 1, 2012 unless otherwise indicated below.* Please consider these questions and answers as an aid to your understanding of the Plan. To the extent anything in this Part I is inconsistent with the terms of the Restated Plan set forth in Part II, the terms of the Restated Plan shall apply.

1. What is the purpose of the Pension Plan?

The purpose of the Plan is to provide a monthly pension to eligible Participants when they retire.

2. Where does the money to provide the benefits come from?

The money comes from Contributions made by the Contributing Employers under their collective bargaining agreements with the Union(s) and from investment earnings on such Contributions.

3. Who are the Contributing Employers?

(a) Those Employers who are parties to collective bargaining agreements requiring them to make Contributions to the Plan or who agree in writing to be bound by the Pension Plan; or

(b) The Union, for their officers or other employees.

4. When did the Plan originally become effective?

The Plan became effective January 1, 1956. It has been restated and modified several times. The most recent restatement was made as of January 1, 2015.

5. When do I become a Participant of the Plan?

You will become a Participant of the Plan when you have worked sufficient time as provided in the collective bargaining agreement under which you work, to have three (3) months of Employer Contributions made within a Plan Year (April 1 through March 31). The date your Participation commences is the first of the month following the month that you complete the third month, even if no Contribution is received on your behalf for that month. (See Section 3.02 of Part II for becoming a Participant in Non-Covered Employment).

6. How much must I work each month to be eligible for an Employer Contribution to be made on my behalf?

Your collective bargaining agreement contains the rules for determining how much you must work in order to earn an Employer Contribution. Such agreement sets forth the detailed eligibility rules. In no case shall a Participant qualify for more than one Contribution per month. (See Section 5.05(b)(2) of Part II for service credit in Non-Covered Employment.)

7. Are Contributions made if I am absent from my job?

Many collective bargaining agreements provide that the first thirty (30) days of absence from work due to bona fide sickness or disability, leave of absence, vacation, holidays, or temporary layoff by the Employer shall be considered time worked and are counted toward qualifying for a Contribution. Absence from extra and banquet work is not counted as time worked.

8. When may I become entitled to Pension Benefits?

You will become entitled to a Normal Pension Benefit if you are at least age 65, have retired and terminated employment, and have completed one (1) of the following:

- (a) You have completed at least one (1) hour of service on or after April 1, 1998 and have completed at least five (5) years of Vesting Service without an intervening Permanent Break in Service; or
- (b) You have reached your fifth (5th) anniversary of Participation in the Plan without a Temporary or Permanent Break in Service (however this rule applies only with respect to service performed on or after April 1, 1988; or
- (c) You have at least ten (10) years of vesting service without an intervening Permanent Break in Service.

You may elect an Early Retirement Pension Benefit if you retire from the industry on and after age 62 and before age 65, provided you have completed at least ten (10) years of Vesting Service without a Permanent Break in Service.

However, if you were a former participant in the Oakland Plan you are eligible to elect an Early Retirement Pension Benefit for benefits earned under that plan for hours worked prior to July 1, 2012 if you retire from the industry on or after age 55 and before age 65, provided you have completed at least ten (10) years of Vesting Service (so long as it includes at least 2 years of Future Vesting Service), without a Permanent Break in Service. You may also be entitled to a Disability Pension. (See Question and Answer No. 18 below.)

You will receive your first pension check after your application for benefits has been processed and your eligibility for a pension has been established. See Section 7.01 of Part II for the latest date that the benefit payments to you can begin. No matter when you receive your first pension check, your Normal Pension will be effective and payable as of the first day of the month following the month you completed all the eligibility requirements for a pension. (See Sections 7.01 and 7.05 of Part II.)

9. How are Normal Pension Benefits Computed?

Normal Pension Benefits are computed based on your years of service and the benefits in effect for certain periods specified in the Plan. Service before this Plan started on January 1, 1956 is called “Past Service”; service on or after that date is called “Credited Service.” Except as otherwise stated in the Plan and below, your years of Past and Credited Service earned between certain specified dates are multiplied by a level of benefits per year of service in effect for such periods. (See Section 4.03(b) of Part II.) Please note that the benefit levels set forth in the Plan are subject to amendment, which may or may not affect you, except that your Vested Benefits will not be reduced, unless required by law.

Prior to April 1, 1983, no Credited Service will be given for more than 35 years of service. However, all Credited Service earned on or after April 1, 1983 beyond 35 years of service will be included in the calculation of your Pension Benefit.

Example for Participants Working Pursuant to Collective Bargaining Agreement(s) of UNITE HERE Local 2 and One or More Contributing Employers.

You retire on April 1, 2018 and records indicate you have accumulated 40 years of Credited Service upon retirement. Your monthly benefit is based on \$9.00 for each Plan Year through March 31, 1982. For Plan Years April 1, 1982 to March 31, 1987, the monthly benefit is based on \$11.75. For Plan Year April 1, 1987 through March 31, 1990, the monthly benefit is based on \$15.75. For the Plan Years April 1, 1990 through March 31, 2018, the monthly benefit is based on \$25.00 if your employer is not a level IV, V or VI Window Benefit Employer and contributed at the maximum Contribution rate. Otherwise, the benefit for Plan Year April 1, 1990 through March 31, 2018, is based on \$18.80 per year of Credited Service. In this example, four (4) years at \$9.00; five (5) years at \$11.75; three (3) years at \$15.75; and, if your employer contributed at the maximum Contribution rate, twenty-eight (28) years at \$25.00 produces a monthly benefit of \$842.00; otherwise, twenty-eight (28) years at \$18.80 produces a monthly benefit of \$668.40. (See Section 4.03 of Part II.)

However, if you had three months of Credited Service during the 2003-2004 Plan Year (April 1, 2003 through March 31, 2004) or anytime thereafter and you voluntarily retire from employment (for the first time) on or after April 1, 2004 with a Level IV Window Benefit Employer (as that term is defined in Section 4.15(4) of Part II), you will be eligible for a benefit level of \$30.00 for all years of Credited Service. Therefore, if you had 40 years of Credited Service your monthly benefit would be \$1,200.00.

Also, if you had three months of Credited Service during the 2008-2009 Plan Year (April 1, 2008 through March 31, 2009) or anytime thereafter and you voluntarily retire from employment (for the first time) with at least one month of Credited Service with a Level V Window Benefit Employer (as that term is defined in Section 4.17 (4) of Part II) on or after January 1, 2010, you will be eligible for a benefit level of \$35.00 for all years of Credited Service, except that you will not be entitled to the \$35 benefit level for periods of Credited Service earned via employment with an Employer who is not a Level V Window Benefit Employer for hours worked after your last date of employment with a Level V Window Benefit Employer. Therefore, if you had 40 years of Credited Service your monthly benefit would be \$1,400.00.

Also, if you had three months of Credited Service during the 2013-2014 Plan Year (April 1, 2013 through March 31, 2014) with a Level VI Window Benefit Employer (as that term is defined in Section 4.19 (4) of Part II) or anytime thereafter and you voluntarily retire from employment (for the first time) you will be eligible for a benefit level of \$40 for all years of Credited Service, except that you will not be entitled to the \$40 benefit level for periods of Credited Service earned via employment with an Employer who is not a Level VI Window Benefit Employer for hours worked after your last date of employment with a Level VI Window Benefit Employer. Therefore, if you had 40 years of Credited Service as of your last date of employment with a Level VI Window Benefit Employer, your monthly benefit would be \$1,600.00.

Note, however, if you had three months of Credited Service in the 2013-2014 Plan Year (April 1, 2013 through March 31, 2014) or anytime thereafter with one or more Level VI Window Benefit Employers and you Terminate from Covered Employment (as defined in Section 4.19 (5) in Part II) or voluntarily retire from employment between April 1, 2014 and March 31, 2019 (with an effective date no later than April 1, 2019), you will be eligible for a “5-Year \$45 Window” Benefit in the amount of \$45 per year for all years of Credited Service, except that you will not be entitled to the \$45 benefit level for periods of Credited Service earned via employment with an Employer who is not a Level VI Window Benefit Employer for hours worked after your last date of employment with a Level VI Window Benefit Employer. Therefore, if you had 40 years of Credited Service as of your last date of employment with a Level VI Window Benefit Employer, your monthly benefit would be \$1,800.00. The foregoing \$45 benefit shall also be available to you if you meet the following requirements: a) You had three months of Credited Service during the 2008-2009 Plan Year (April 1, 2008 through March 31, 2009) with a Level V Window Benefit Employer; b) You suffered a Total Disability (as defined in Section 4.08 of Part II) prior to April 1, 2014 and were therefore unable to perform bargaining unit work at any time on or after April 1, 2014; and c) You otherwise meet the requirements for a Disability Pension (as provided for in Section 4.06 of Part II); and you apply for disability retirement and retire on or after April 1, 2014.

A table demonstrating examples of the amount of a Participant’s monthly benefit based upon years of service (except for Participants working pursuant to a collective bargaining agreement between UNITE HERE Local 2850 and one or more Contributing Employers) is found at the end of this SPD booklet.

Note: The above examples do not apply to Participants working pursuant to a collective bargaining agreement between UNITE HERE Local 2850 and one or more contributing employers.

Example for Participants working pursuant to a collective bargaining agreement with UNITE HERE Local 2850.

If a Participant in Area One works hours after July 1, 2012 resulting in \$10,000 in contributions, his monthly benefit for such employment would be \$200 per month (\$10,000 x 2%). This amount would be in addition to any benefit earned as a former participant in the Oakland Plan as of July 1, 2012.

Note: The amount of the monthly benefit for a former participant of the Oakland Plan shall be equal to any vested monthly benefit accrued by him under that plan for hours worked prior to July 1, 2012 plus any Vested Benefit earned under the Pension Plan on and after July 1, 2012.

10. How do I determine my Credited Service?

(a) Past service Pension Credit earned before January 1, 1956:

In general, Credited Service for service before 1956 shall be granted for each month for which a contribution would have been made by your Employer if there had been a plan in effect during that time. (See Sections 5.02(a) and 5.02(b)(2) of Part II for certain presumptions and rules used to determine whether you are entitled to Past Service Pension Credit.) Also note that all non-vested Credited Service earned prior to a Permanent Break in Service will not be counted (see Question and Answer No. 12 and Section 5.06 of Part II); and that prior to April 1, 1983, no Credited Service will be given for more than 35 years of service (see Question and Answer No. 9 above and Sections 4.03 and 5.04 of Part II). Past service credit for former participants of the Oakland Plan shall be governed by the terms of the Oakland Plan document.

(b) Credited Service earned after January 1, 1956:

Credited Service for service on or after January 1, 1956 shall be granted for each month for which a Contribution is owed by a Contributing Employer on account of your service in that month, subject to the 35 year maximum for Credited Service earned before April 1, 1983 (see Sections 4.03 and 5.04 of Part II) and the occurrence of a Permanent Break in Service, which has the effect of canceling previously earned, non-vested Credited Service. (See Section 5.06 of Part II for Break in Service rules and Sections 5.05 and 5.07 of Part II for the vesting rules).

Each Participant must prove he is entitled to Credited Service. The Fund Manager will assist you in this matter.

11. Can I lose credits already accumulated?

Yes. If you are not a Vested Participant and you have a Permanent Break in Service, you will lose all previously accumulated credit. (See Section 5.06 of Part II.)

12. What is a Permanent Break in Service?

There are different Break in Service and Grace Period rules which may apply to your service. (See Section 5.06 of Part II).

(a) Before April 1, 1976, you had a Permanent Break in Service if you did not earn three (3) months of Pension Credit during any two (2) consecutive Plan Years, in which case you lost all credit accumulated prior to the Permanent Break in Service.

(b) Between April 1, 1976 and March 31, 1987, you incurred a Temporary Break in Service at the end of a Plan Year in which you did not earn at least three (3) months of Vesting Service (see Section 5.05 of Part II regarding Vesting Service) or 500 Hours of Work in Covered

or Continuous Non-Covered Employment or a combination thereof. A Temporary Break in Service will become a Permanent Break in Service, and you will lose all Pension Credit accumulated prior to the Break in Service, unless you are reinstated as a Participant in the Plan within a period of time equal to your previously accumulated Vesting Service. (See Section 3.04 of Part II regarding Reinstatement of Participation in the Plan.)

(c) On or after April 1, 1987, you shall incur a Temporary Break in Service at the end of a Plan Year in which you do not earn at least four (4) months of Vesting Service or 500 Hours of Work in Covered or Continuous Non-Covered Employment or a combination thereof. A Temporary Break in Service will become a Permanent Break in Service, and you will lose all Credited Service accumulated prior to the Break in Service, unless you are reinstated as a Participant under Section 3.04 of Part II within a period of time equal to the greater of your previously accumulated Vesting Service or five (5) consecutive Plan Years. (See Section 5.06 of Part II.)

13. What are grace periods?

There are a number of specific grace periods allowed by this Plan and by the prior plans which may prevent a Permanent Break in Service. The grace periods under the current Plan cover such subjects as military service, disability, involuntary unemployment, pregnancy or childbirth, family medical leave, leaves of absence, and other subjects, which are set forth in Article 5 of the Pension Plan. For example, you may be eligible for a grace period of up to 36 consecutive months if you fail to earn Credited Service because of involuntary unemployment or disability under the current Plan. While it is up to you to establish that a particular grace period applies, the Fund Manager's office is available to answer questions about current and prior plan rules. (See Section 5.06(d) of Part II.)

14. How can I tell if I have earned Credited Service or if my Employer is contributing on my behalf?

Many of the collective bargaining agreements between the Unions and Employers participating in the Pension Plan require Employers to post a copy of the Employer remittance form the Employer sends each month to the Fund Manager with its monthly payments.

If the collective bargaining agreement at your place of employment so provides, you should check this form and immediately inform the Union and/or the collection manager in the Fund Manager's office if you believe you are eligible for Contributions but the Employer is not making them on your behalf. Also, you can request a statement from the Fund Manager concerning the amount of your Credited Service and whether or not your Employer is making monthly Contributions on your behalf.

15. What is vesting of benefits?

Vesting of benefits is the process by which your accumulated Credited Service cannot be lost or forfeited even if you leave Covered Employment prior to becoming eligible for retirement. For Participants employed pursuant to a collective bargaining agreement on or after April 1, 1998, you become 100 percent vested when you accumulate five (5) years of Vesting Service without an intervening Permanent Break in Service or upon attaining Normal Retirement Age, as provided in

Sections 1.14 and 5.07 of Part II. For Participants employed by a 1) Union; 2) an Association, or 3) Contributing Employer in employment not covered by a collective bargaining agreement on or after April 1, 1989, you become 100 percent vested when you accumulate five (5) years of Vesting Service without an intervening Permanent Break in Service or upon attaining Normal Retirement Age, as provided in Sections 1.14 and 5.07 of Part II (See Question and Answer 8 above regarding when you become entitled to a Normal Pension Benefit; Question and Answer 16 and Section 5.05 of Part II regarding the definition and accumulation of Vesting Service.).

16. What is Vesting Service?

Before April 1, 1976, Vesting Service equals your accumulated Credited Service.

- (a) For Covered Employment on and after April 1, 1976, you are entitled to one (1) year of Vesting Service if you have:
 - (i) Six (6) or more monthly Employer contributions made, or due to be made on your behalf in a Plan Year. If you are entitled to less than six (6) monthly Employer Contributions in a Plan Year, pro-rata partial credit toward a year of Vesting Service, up to a maximum (1) year of Vesting Service will be granted (for Continuous Non-Covered Employment with a Contributing Employer, each 45 Hours of Work or more during a calendar month will also be counted as a monthly Employer Contribution for purposes of this subparagraph (See Section 5.05(b)(2) of Part II); or
 - (ii) Completed 1,000 or more hours of work in Covered Employment in a Plan Year.

Note that (a) above applies for purposes of vesting, and not for purposes of computing the amount of your benefit credit. (See Section 5.05 of Part II).

Note: Vesting Service for former participants in the Oakland Plan (for hours worked prior to July 1, 2012) is governed by the Oakland Plan document. Vesting Service during the first Plan Year under the San Francisco Culinary, Bartenders and Service Employees Pension Plan (after the merger) shall be the greater of: the Vesting Service as if all hours are under the Oakland Plan, and the Credited Service and Vesting Service as if all hours are under this Plan. Except as provided in the paragraph below, Credited Service and Vesting Service earned on and after July 1, 2012 shall be determined under this Plan and shall be in addition to the Credited Service and Vesting Service earned under the Oakland Plan prior to July 1, 2012. Under no circumstances, however, will any former Participant of the Oakland Plan receive more than the maximum number of years of Credited Service allowed under the merged Plan. A former Participant of the Oakland Plan's ability to accrue additional Credited Service after June 30, 2012 will be determined by the requirements of this Plan.

Any former participant of the Oakland Plan who is not fully vested in the Oakland Plan on June 30, 2012 shall continue to accrue Vesting Service under the terms of that plan for Covered Employment under this Plan on and after July 1, 2012, but only for purposes of vesting in the benefit accrued under the Oakland Plan before July 1, 2012. A former participant of the Oakland Plan shall become fully vested under both the Oakland Plan and this Plan once he or she meets the required years of Vesting Service earned under both plans.

17. May I retire before age 65?

If you have at least 10 years of Vesting Service, you may retire on the first day of any month after reaching age 62. Because of the longer period of time during which you may be expected to receive benefits if you retire early, a reduced amount will be payable to you on such Early Retirement. The amount payable to you on Early Retirement will be equal to the Normal Pension to which you would be entitled if you attained Normal Retirement Age (in most cases, age 65) when you retired reduced by $\frac{6}{10}$ of 1 percent for each month that you are younger than Normal Retirement Age on the date that you are first entitled to receive an Early Retirement Benefit. (See Section 4.05 of Part II). *If you are a former participant in the Oakland Plan, you may retire and receive benefits (for hours worked prior to July 1, 2012) on the first day of any month after reaching age 55 and having accrued ten (10) years of Vesting Service. Such benefits will be reduced by $\frac{5}{10}$ of 1 percent for each month that you are younger than Normal Retirement Age on the date that you are entitled to receive an Early Retirement Benefit.*

18. If I become disabled, will I be entitled to any Disability Benefits?

If you have at least fifteen (15) years of Vesting Service without an intervening Permanent Break in Service and are totally disabled (as defined in the Social Security Act or as determined by the Trustees based upon other relevant evidence of disability), you will be entitled to a benefit when you reach age 55. The benefit amount is based upon your total Credited Service. (Refer to Section 4.09 of Part II regarding the commencement of Disability Benefits.) If you die before reaching age 65, your Spouse will be eligible for a Qualified Pre-Retirement Survivor Annuity. (See Question and Answer 23 below.) Effective April 1, 1987, upon reaching age 65, a married Participant's Disability Retirement Benefit automatically converts to a Joint Pension unless you and your lawful Spouse formally waive this Joint Pension. Note that a Joint Pension provides for a reduced monthly pension. (See Sections 4.09(a) and 6.01 of Part II.)

Note: The eligibility rules for disability benefits contained in this SPD are the same for all current Participants (including those Participants who are former participants in the Oakland Plan).

19. Who decides whether I am entitled to a Pension?

The Board of Trustees of the Pension Plan has discretionary authority to decide whether or not you are eligible for a pension and will determine the amount of the pension, according to the Plan. All decisions by the Board of Trustees are final. You must make application at the office of the Fund Manager to begin retirement.

20. May I work after retirement?

You may work after retirement. You are considered to be retired from the Pension Plan after you terminate from Covered Employment and begin receiving pension benefit payments from the Plan. If you are receiving pension benefit payment and you worked at least one (1) hour of Covered Employment in any Plan Year beginning on or after April 1, 1988, then so long as you are under age 65, or benefits commence due to your reaching age 70 $\frac{1}{2}$, you will continue to receive Credited Service. However, if you are over age 65, your benefits will be offset to take into

account the in-service distribution of your Pension Benefits. Notwithstanding the preceding sentence, no actuarial offset shall apply to the calculations of your benefit when you first retire. However, actuarial offsets shall apply to any additional benefits earned for service after your first retirement. Except for those Participants whose first hour of service under this Plan was on or after April 1, 2015 and those Participants whose first hour of service was prior to April 1, 2015 but who had not attained Normal Retirement Age as of April 1, 2017, no actuarial offset shall apply to a Participant required to take a distribution because he has reached age 70 ½. (See Section 7.08(c) of Part II.)

If your first hour of service under this Plan was on or after April 1, 2015 and you continue to work beyond April 1st of the calendar year following the calendar year in which you reach age 70 ½ (your “Required Beginning Date”) an actuarial offset shall apply to benefits earned and payable after this date.

If your first hour of service under this Pension Plan was prior to April 1, 2015, you did not reach Normal Retirement Age (generally age 65) as of April 1, 2017, and you work beyond your Required Beginning Date, an actuarial offset shall apply to benefits earned for hours or shifts worked on and after April 1, 2017 and payable after your “Required Beginning Date”. No actuarial offset shall apply to benefits earned for hours or shifts worked prior to April 1, 2017.

For benefits earned under the Oakland Plan prior to July 1, 2012:

Early Retirement and Normal Pension Benefits shall be suspended for any month in which a pensioner completes or accrues 120 or more “hours of service” and receives pay on 8 or more days (or shifts) in a month, in a trade or craft in which the Employee was employed at any time during which he accrued service credits in the plan, in the hospitality industry and in the geographic area covered by the Plan whether or not such Employer contributes or contributed to this Plan.

21. Will payments from the Plan prevent my being entitled to Social Security old age retirement benefits?

No, benefits which you receive under the Plan are in addition to those to which you may be entitled under the Social Security program.

22. If I die after retirement, what benefits are available to my Spouse?

The Qualified Joint and Survivor Annuity (“Joint Pension”) is the normal form of benefit under the Plan for a married Participant. There shall be a reduction in the Single Life Annuity benefit amount payable to you on retirement if you have a Joint Pension determined on the basis of the age of both you and your legal Spouse.

If you are married on the date of Normal or Early Retirement, you will receive a 50 percent Qualified Joint and Survivor Benefit (66 2/3 percent Qualified Joint and Survivor Annuity for benefits earned prior to July 1, 2012 under the Oakland Plan) unless you and your Spouse elect in writing not to receive such benefit. This election must be witnessed by a Plan representative or notary public prior to your benefit commencement date. If you and your Spouse waive the Joint Pension, you will be treated upon your death as a single Beneficiary and your Spouse will not be entitled to any benefit.

If you retire on a Disability Benefit (based on a Single Life Annuity) and you are alive at age 65, your benefit automatically becomes a Normal Retirement Benefit and you will receive a 50 percent Joint and Survivor Annuity Benefit, unless you and your Spouse elect in writing not to receive such Joint Pension. This election must be witnessed by a Plan representative or notary public prior to your benefit commencement date. If you and your Spouse waive the Joint Pension, you will be treated as a single Beneficiary and upon your death your Spouse will not be entitled to any benefit. *Note: If you are a former participant of the Oakland Plan you may also opt, with spousal consent, for a Single Life Annuity with 10 years certain for benefits accrued based upon hours worked under that plan prior to July 1, 2012.*

Such election to waive a Joint Pension may be revoked in writing, witnessed as provided above, at any time prior to the commencement date of the Pension Benefit. (See Article 6 of Part II.)

In lieu of the Joint Pension described above, you and your Spouse may elect a form of benefit called the 75% Qualified Optional Survival Annuity which provides an optional benefit form for the life of your Spouse, which is equal to 75% of the amount of the annuity which is payable during the joint lives of you and your Spouse and which is the Actuarial Equivalent of a Single Life Annuity for your life.

Note: If you are a former participant in the Oakland Plan you may also elect a 50% Qualified Optional Survivor Annuity for benefits accrued under that plan prior to July 1, 2012.

23. What benefits will my Spouse be entitled to if I die before retirement?

Your lawful Spouse will be eligible for a Pre-Retirement Survivor Annuity. The payment of the Pre-Retirement Survivor Annuity is dependent on the number of Vesting Service years you have earned and/or your age at death:

- (a) if you have earned a vested benefit and you die before attaining age 62, your Spouse will be entitled to a pension in an amount equal to one-half ($\frac{1}{2}$) the amount that would have been payable to you if you had separated from Covered Employment on the date of your death and you:
 - (i) retired with a Joint Pension;
 - (ii) survived to age 62; and
 - (iii) died the day after you reached age 62.
- (b) if you have earned a vested benefit, were eligible to retire under an Early or Normal Retirement benefit and died on or after age 62, your Spouse will be entitled to a pension in an amount equal to one-half ($\frac{1}{2}$) the amount that would have been payable to you if you had retired with a Joint Pension on the day before your death.
- (c) if you are receiving a disability pension and you die before age 62, your Spouse will be entitled to a Pre-Retirement Survivor Annuity in the same manner set forth in section (a) above. If you are receiving a disability pension and you die on or

after age 62 but before age 65 your Spouse will be entitled to a Pre-Retirement Survivor Annuity in the same manner as set forth in section (b) above. If you are receiving a disability pension and die on or after age 65 your Spouse will receive survivor benefits, to the extent applicable, in a manner set forth in Section 4.09 (a) of Part II.

Benefits are paid on the first of the month following the month in which the Spouse fulfills all the conditions of entitlement to benefits and files an application for such benefits. However, your spouse may be able to defer commencement of his/her benefit, as provided for in Section 7.05(h)(2) of Part II.

Note: For former participants of the Oakland Plan the following rules apply to benefits accrued prior to July 1, 2012:

Participant's Death Before Attainment of Age 55. If you earned an hour or more of Covered Employment on or after July 1, 1976, were alive on August 23, 1984, had not begun receiving an annuity (or had been receiving a Disability Pension) and die before attaining age 55, and, at the time of death had earned a Vested Benefit under the Oakland Plan, your surviving Spouse shall receive pension equal to sixty-six and two thirds ($66 \frac{2}{3}$) percent of the amount you would have received had you separated from Covered Employment on the date of death (or, if you had been receiving a Disability Pension, had lost your entitlement to Social Security Disability Benefits on the date of death), and then survived to age 55, retired with a Joint Pension, and died on the day after you would have attained age 55. Your surviving Spouse's benefit is payable under this provision at the time you would have attained age 55. A surviving Spouse may elect to defer commencement of his/her benefit until any date on or prior to the date the Participant would have attained Normal Retirement Age under the Oakland Plan.

Participant's Death After Attainment of Age 55. If you had not begun receiving an annuity (or had been receiving a Disability Pension) and die on or after the date you attain age 55, and at the time of death have earned a Vested Benefit under the Oakland Plan and were eligible to retire on an Early or Normal Retirement Benefit, your surviving Spouse shall receive a Pre-Retirement Survivor Annuity for life equal to sixty-six and two-thirds ($66 \frac{2}{3}$) percent of the amount that would have been payable to you had you retired with a Joint Pension on the day before your death (or if you had been receiving a Disability Pension, had you lost your entitlement to Social Security Disability Benefits and subsequently retired with a Joint Pension on the day before your death). The amount of such pension shall be determined in accordance with the plan document for the Oakland Plan. A surviving Spouse may elect to defer commencement of his/her benefit until any date on or prior to the date the Participant would have attained Normal Retirement Age under the Oakland Plan.

24. Who takes care of the money contributed by the Employers?

Employer contributions are deposited to the account of the Pension Fund and are held for the benefit of the Participants and their lawful Spouses. The Board of Trustees, composed of

Employer and Union representatives, manages the Pension Fund.

25. Where and how do I apply for retirement?

All claims for benefits must be filed on forms provided by the Trustees. Information and application forms can be obtained at the San Francisco Culinary, Bartenders and Service Employees Pension Fund, 1182 Market Street, Suite 320, San Francisco, California, 94102, Monday through Friday; telephone (844) 492-9157. With the exception of benefits required to commence because you have reached age 70 ½ and your Required Beginning Date, you must terminate service of employment and fully complete an application for benefits before retirement benefits can begin.

While all possible assistance will be given in completing application forms, the applicant must provide the following information:

1. Social Security number;
2. A complete list (as possible) of all past Employers with addresses and approximate dates of employment;
3. Proof of birth date and age for yourself and your Spouse;
4. Marriage certificate, if applicable;
5. Copies of any divorce decrees, Domestic Relations Order(s) or Qualified Domestic Relations Order(s), if applicable.

Instructions for submitting proofs of age:

The acceptable proofs of your age are listed below in two groups. Submit a photocopy of one of the proofs listed in Group I, if you have it or can possibly obtain it, since this proof of age is the more convincing.

GROUP I

1. Birth certificate
2. Baptismal certificate or a statement as to the date of birth shown by a church record, certified by the custodian of such record
3. Notification of registration of birth in a public registry of vital statistics
4. Certification of record of age by the U.S. Census Bureau
5. Hospital birth record, certified by the custodian of such record
6. A foreign government record
7. A signed statement by the physician or midwife who was in attendance at birth, as to the date of birth shown on their records
8. Naturalization record (photocopy not permitted; submit original)
9. Immigration papers (photocopy not permitted; submit originals)

If you cannot submit a proof in the Group I listing, submit photocopies of two (2) of the proofs listed in Group II.

GROUP II

1. Military record
2. Passport (U.S. Passports may not be photocopied; submit original)
3. Valid Driver's License or State Identification Card
4. School records, certified by the custodian of such record
5. Vaccination record, certified by the custodian of such record
6. An insurance policy which shows the age or date of birth
7. Marriage records showing date of birth or age (application for marriage license or church record, certified by the custodian of such record or marriage certificate)
8. Other evidence such as notarized statements from persons who have knowledge of the date of birth
9. Letter from the Social Security Administration stating your date of birth as shown in their records

26. What if I was married or divorced in a foreign country or my spouse (a Participant in the Plan) died in a foreign country?

INSTRUCTIONS FOR SUBMITTING PROOF OF FOREIGN MARRIAGE

The acceptable forms of proof of marriage age are listed below in two groups.

Submit a photocopy of one of the proofs listed in Group I, if you have it or can possibly obtain it, since this proof of foreign marriage is the more convincing, and at least one of the proofs in Group II.

GROUP I

1. A foreign marriage license or certificate;
2. A foreign government record indicating that the couple is married; or
3. Application for marriage license or church record, certified by the custodian of such record or marriage certificate

If you cannot submit a proof in the Group I listing (or cannot submit one proof from both Group I and Group II), submit (1) a notarized statement from each member of the couple, including marital status and date of marriage; (2) an Indemnification Agreement provided by the Plan Administrator, and (3) photocopies of two of the proofs listed in Group II.

GROUP II

1. Naturalization records for each person documenting that each is married (photocopy not permitted; submit original);
2. Immigration papers for each person documenting that each is married (photocopy not permitted; submit originals);
3. An insurance policy which shows the couple is married to one another;
4. Letter from the Social Security Administration stating that couple is married to one another;
5. A signed, notarized statement from the clergyman or other official who performed the marriage ceremony;

6. Notarized statements of witnesses to the marriage ceremony;
7. A newspaper account of the wedding;
8. Notarized statements from at least two persons (other than individuals listed in Item 5 above) who have knowledge that a ceremony took place. Indicate in the statement the relationship of the person to the parties of the marriage. Get complete details explaining how the person knew of the ceremony;
9. Other evidence of probative value indicating a ceremony had taken place (e.g., photos taken at the ceremony);
10. Purchase agreements, contracts, or leases executed by both parties. Automobile titles made out jointly in the names of the applicant and spouse; or
11. Wills naming the other party as a spouse

INSTRUCTIONS FOR SUBMITTING PROOF OF FOREIGN DIVORCE

The acceptable proofs of foreign divorce are listed below in two groups. Submit a photocopy of one of the proofs listed in Group I, if you have it or can possibly obtain it, since this proof of divorce is the more convincing, and at least one of the proofs in Group II.

GROUP I

1. A foreign divorce decree; or
2. A foreign government record indicating that the couple is divorced and the date of divorce

If you cannot submit a proof in the Group I listing (or cannot submit one proof from Group I and Group II), submit (1) a notarized statement indicating divorce and including the date of divorce; (2) an Indemnification Agreement provided by the Plan Administrator, and (3) photocopies of two of the proofs listed in Group II.

GROUP II

1. Naturalization records for applicant indicating that applicant is divorced (photocopy not permitted; submit original);
2. Immigration papers for applicant indicating that applicant is divorced (photocopy not permitted; submit original);
3. Letter from the Social Security Administration stating that the applicant is divorced; or
4. Notarized statements from at least two persons who have knowledge that the applicant is divorced, including knowledge of the date of divorce. Indicate in the statement the relationship of the person to the parties of the marriage. Get complete details explaining how the person knew of the divorce.

INSTRUCTIONS FOR SUBMITTING PROOF OF DEATH OF A SPOUSE OUTSIDE THE U.S.

The acceptable proofs of death of a spouse or former spouse in a foreign country are listed below in two groups. Submit a photocopy of one of the proofs listed in Group I, if you

have it or can possibly obtain it, since this proof of death is the more convincing, and at least one of the proofs in Group II.

GROUP I

1. Foreign death certificate;
2. A foreign government record indicating that the person is dead;
3. Notification of death in a public registry of vital statistics of the foreign country; or
4. Hospital death record, certified by the custodian of such record

If you cannot submit a proof in the Group I listing (or cannot submit one proof from Group I and Group II), submit (1) a notarized statement including date of spouse or former spouse's death; (2) an Indemnification Agreement provided by the Plan Administrator, and (3) photocopies of two of the proofs listed in Group II.

GROUP II

1. A signed statement by the physician who was in attendance at death, including the date of death shown on their records;
2. Letter from the Social Security Administration stating date of death as shown in their records; or
3. Notarized statements from at least two persons who have knowledge that the spouse or former spouse is dead, including knowledge of the date of death. Indicate in the statement the relationship of the person to the spouse or former spouse as well as to the applicant. Get complete details explaining how the person knew of the death.

27. If my application is denied, how do I appeal the decision?

You have the right to appeal a denial of your pension application for pension payments in whole or in part to the Board of Trustees. For procedures and time limits please refer to Section 7.04 of Part II.

28. What are my obligations as a Participant of the Plan?

It is important that you keep your Union and the Fund Manager informed of any change in address or, in the case of life insurance, a desired change of Beneficiary. This information must be provided in writing. This is your obligation, and failure to fulfill it could delay the payment of your benefits. Without your current address, the Fund will not be able to keep in touch with you regarding Plan changes and other developments affecting your interest in the Plan.

29. Can I count on the Plan being in existence forever?

It is expected that the Plan will remain in effect indefinitely and that each Employer will continue to make Contributions required by the applicable collective bargaining agreement(s). However, the Trustees do have the right under the Trust Agreement to effect a partial or total termination of the Plan. Moreover, the parties to the Trust Agreement have the power to amend the Trust Agreement, which might affect the current or future status of the Plan. (See Article 9 of Part II for Amendment and Termination provisions.)

30. What happens to my Credited Service if the Plan terminates, either in part or totally?

In the event of a partial or total termination of the Plan, the Normal Pension Benefit credited to each affected Participant will be non-forfeitable to the extent funded as of the date of termination, and, in the event of total termination of the Plan, distribution will take place in accordance with the priorities set forth in Section 9.03 of the Plan document (Part II).

31. *As a former participant in the Oakland Plan, how will my benefit accruals be calculated or hours worked on and after July 1, 2012?*

If you work under a collective bargaining agreement between UNITE HERE Local 2850 and a Contributing Employer on or after July 1, 2012, your benefits earned will be based upon the same benefit accrual formula as your hours worked prior to July 1, 2012 (see Section 4.03(e) of Part II).

PART II **PLAN DOCUMENT**

The Pension Plan was effective January 1, 1956 and has been amended from time to time. This Plan is hereby restated and amended as of January 1, 2015, with subsequent Amendment No. 1 dated May 29, 2015 (effective April 1, 2015), Amendment No. 2 dated March 15, 2017 (effective April 1, 2017), Amendment No. 3 dated June 9, 2017 (effective April 1, 2018) Amendment No. 4, dated March 26, 2018 (effective February 1, 2018) and Amendment No. 5 dated April 16, 2018 (effective April 1, 2018). Clarification No. 2 (dated December 16, 2015), Clarification No. 3 (dated February 5, 2016) Clarification No. 4 (dated January 26, 2018) and Clarification No. 5 (dated April 16, 2018) are also incorporated in this Part II.

ARTICLE 1 -- DEFINITIONS

Section 1.01. "Actuarial Equivalence" and "Lump Sum Present Value"

- (a) "Actuarial Equivalence" or "Actuarially" shall mean:
 - i. For Effective Dates of Pension occurring prior to April 1, 2015 for purposes of determining the Joint Pension and 75% Qualified Optional Survivor Annuity (including benefits accrued on and after July 1, 2012 for Former Participants of the Oakland Plan) values shall be determined through use of the 1983 Group Annuity Mortality Table (blended 50% male/50% female) and a 6.50% interest rate. For Effective Dates of Pension occurring on or after April 1, 2015 such values (including all benefits accrued for Former Participants of the Oakland Plan) shall be determined through use of the RP-2014 Mortality Table for Health Annuitants set forward 1 year (blended 50% male/50% female) and a 6.25% interest rate.
 - ii. For Effective Dates of Pension occurring on or after April 1, 2015 and subsequent to Normal Retirement Age for which an adjustment is made in accordance with Sections 7.05, 7.08(c) or 7.12 or for determining benefits allocable to Alternate Payees under separate interest QDROs (including benefits accrued on and after July 1, 2012 for Former Participants of the Oakland Plan), values shall be determined through use of the 1983 Group Annuity Mortality Table (blended 50% male/50% female) and a 6.50% interest rate for accrued benefits through March 31, 2015 and through use of the RP-2014 Mortality Table for Healthy Annuitants set forward 1 year (blended 50% male/50% female) and a 6.25% interest rate for accrued benefits after March 31, 2015.
- (b) Effective April 1, 2008, the "Lump Sum Present Value" for a benefit that is subject to Code Section 417(e) shall be determined on the basis of the applicable mortality table and the applicable interest rate. The "applicable mortality table" is the prescribed table that applies to the Annuity Starting Date in the Treasury Regulations under Code Section 417(e)(3)(B) and which, until modified or superseded, is the table set forth in Notice 2008-85, 2008-2 C.B. 905. The

“applicable interest rate” is the applicable interest rate for the month immediately preceding the Plan year (March) that contains the Annuity Starting Date, set forth in Code Section 417(e)(3)(C) and (D), as such sections may be amended from time to time. The stability period, within the meaning of Treasury Regulations Section 1.417(e)-1(d)(4)(ii), shall be the Plan Year.

(c) All applicable Actuarial Equivalence provisions set forth above were determined in accordance with Internal Revenue Code Section 411(d)(6).

Section 1.02. “Beneficiary” means a person who is receiving or is entitled to receive benefits under this Plan because of a written Designation of Beneficiary for such benefits by a Plan Participant. Such designation of Beneficiary shall only apply to the following payments: 1) any unpaid monthly payments to which a Participant is entitled to at the time of his or her death including, but not limited to monthly benefit payments required as minimum distribution payments pursuant to Section 7.05(h) and 2) any death benefit payments payable pursuant to Section 6.05. In the event the Participant fails to designate a Beneficiary or no Beneficiary has survived the Participant, any such unpaid benefit payments, as described above, will be made to the deceased Participant’s surviving spouse, or if none, to the deceased Participant’s surviving children in equal shares, or if none, to the deceased Participant’s estate.

Section 1.03. “Code” means the Internal Revenue Code of 1986, as amended.

Section 1.04. “Compensation” means:

Participant’s earned income, wages, salaries, and fees for professional services, and other amounts received for personal services actually rendered in the course of employment with an Employer (including tips, bonuses, commissions and profit sharing). Compensation shall also include elective deferrals under Code Sections 401(k), 402(e)(3), 402(h), 403(b), 457, and 408(p)(2)(A)(I), and under a savings incentive plan (SIMPLE) or Code Section 125 (cafeteria plan). For limitation years beginning on or after February 1, 2001, Compensation paid or made available during such limitation years shall include elective amounts that are not includable in the gross income of the Participant by reason of Code Section 132(f)(4).

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. Annual compensation means compensation during the Plan Year or such other consecutive 12-month period over which compensation is otherwise determined under the Plan (the determination period). The \$200,000 limit on annual compensation shall be adjusted for cost-of-living increases in accordance with Section 401(a)(17)(B) of the Code. 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.

Section 1.05. “Contributing Employer” means:

(a) An employer who is a member of one of the Employer Associations (defined in Section 1.10) and is bound by a collective bargaining agreement between an Association and the Union(s) (defined in Section 1.22) to make contributions to the Pension Fund;

- (b) An employer who, while not a member of any of the Employer Associations identified in Section 1.10, is a party to a collective bargaining agreement with the Union(s) requiring him to make Contributions to the Pension Fund or who agrees in writing to be bound by this Pension Plan and any amendments hereto; or
- (c) The Union(s), for coverage of Employees and/or officers defined in Section 1.22, and any of the Employer Associations, for coverage of regular full-time or regular part-time Employees.

Section 1.06. “Covered Employment” means:

- (a) For purposes of Past Service Credit, employment in a Covered Establishment by a Contributing Employer or a Predecessor of a Contributing Employer in a position covered by any collective bargaining agreements with the Union(s) in effect as of January 1, 1956, or which would be, or have been, covered by any of said agreements if the same were, or had been, in effect in such establishment at the time of such employment;
- (b) Employment by the Union(s) or as an elective or appointive officer of the Union(s) or employment by any of the Associations; and
- (c) Employment in a Covered Establishment by a Contributing Employer in a position covered by any collective bargaining agreement or agreements with the Union(s) in effect after January 1, 1956.

Section 1.07. “Continuous Non-Covered Employment” means employment for a Contributing Employer in a job not covered by a collective bargaining agreement with a Union which is continuous with a Participant’s Covered Employment with the same Contributing Employer. A period of Non-Covered Employment will be considered to be continuous with Covered Employment only if there is no quit, discharge, or other termination of employment between the periods of Covered and Non-Covered Employment effective April 1, 1976.

Section 1.08. “Covered Establishment” means:

- (a) With respect to any period commencing on or after January 1, 1956, a restaurant, hotel, club, or other establishment in the City and County of San Francisco being operated by a Contributing Employer under an Association or other collective bargaining agreement with the Union(s) requiring Contributions by it to the Pension Fund; and
- (b) with respect to any period prior to January 1, 1956, an establishment which was a Covered Establishment as of January 1, 1956.

Section 1.09. “Employee” means any Employee of a Contributing Employer covered by a collective bargaining agreement with a Union. The term “Employee” may also include:

- (a) Employees of Local Union(s) covered by collective bargaining agreements in effect between a Union and a labor organization representing Employees of the Union(s) requiring Contributions to this Fund; any other Employees of the

Union(s) approved by the Board of Trustees and/or elected or appointed officers of the Union(s), provided the inclusion of any of said officers is not a violation of any existing law or regulation; and

- (b) Regular full-time and regular part-time Employees of an Employer Association.

Section 1.10. “Employer Associations” means the Hotel Employers’ Association of San Francisco, the San Francisco Hotel Association, Inc. and a majority of the following five (5) former members of the San Francisco Club Institute: 1) the Bohemian Club; 2) the Family Club; 3) the Town & Country Club; 4) the Francesca Club; and 5) the Pacific Union Club. Prior to the date of their withdrawal from participation in the Plan, the Golden Gate Restaurant Association and the San Francisco Club Institute were “Employer Associations” within the meaning of this Plan.

Section 1.11. “Employer Contribution” or “Contributions” mean a payment made or to be made to the Fund by any Contributing Employer required under the provision of a collective bargaining agreement or any other payment of contributions to this Fund required by a written agreement executed by a Union(s) or Association(s).

Section 1.12. “ERISA” means the Employee Retirement Income Security Act of 1974, as amended.

Section 1.13. “Hours of Work” or “Hours Worked” mean all hours for which an Employee is paid, or entitled to payment for the performance or non-performance of duties for the Contributing Employer during the applicable computation period, and hours for which back pay, irrespective of mitigation of damages, is awarded or agreed to by a Contributing Employer, to the extent that such award or agreement is intended to compensate an Employee for periods during which the Employee would have been engaged in the performance of duties for the Contributing Employer. Such hours shall be credited as provided in Department of Labor Regulation 2530.200b-2 and -3.

Section 1.14. “Normal Retirement Age” means age 65, or if later, the fifth anniversary of a Participant’s participation in the Plan without an intervening Temporary or Permanent Break In Service. However, this rule applies only with respect to Plan Years beginning on or after April 1, 1988, and only with respect to service performed on or after such date. Except as so provided, Participants were and will be deemed to have attained “Normal Retirement Age” upon the later of their tenth anniversary of participation in the Plan without an intervening Permanent Break in Service or age 65.

Section 1.15. “Participant” means a Pensioner, or an Employee who meets the requirements for Participation in the Plan as set forth in Article 3, or a former Employee who has acquired a right to a Pension under this Plan and has separated from Covered Employment. A “Vested Participant” is an Employee who has achieved Vested Status in accordance with the provisions of Section 5.07.

Section 1.16. “Pension Fund” means the trust estate of the Plan. The corpus of the Pension Fund shall include all Contributions made or payable by Contributing Employers, including Contributions in the hands of said agents, and all other money, assets, claims, or property held by

the Trustees for the uses and purposes set forth in the Agreement and Declaration of Trust establishing this Fund. Effective July 1, 2012, the Hotel and Restaurant Employees Retirement Trust (and its assets) and Plan were merged into the Pension Plan. Unless stated otherwise herein, all benefits earned under the Hotel and Restaurant Employees Retirement Plan for hours worked prior to July 1, 2012 shall be governed by its plan document.

Section 1.17. “Pension Plan” or “Plan” means this San Francisco Culinary, Bartenders and Service Employees Pension Plan. This document incorporates the provisions applicable to the merger of the Hotel and Restaurant Employees Retirement Plan into the Pension Plan as of July 1, 2012. Unless stated otherwise herein, all benefits accrued under the Hotel and Restaurant Employees Retirement Plan for hours worked prior to July 1, 2012 shall be governed by the Oakland Plan document.

Section 1.18. “Pensioner” means a person to whom a pension is being paid from the Fund or to whom a pension would be paid but for the time required for administrative processing.

Section 1.19. “Plan Year” means the period from April 1 through March 31 of the following year. For the purposes of ERISA regulations, the Plan Year shall serve as the vesting computation period, the benefit accrual computation period, and, after the initial period of employment, the computation period for eligibility to participate in the Plan. For different Plan Years in effect prior to April 1, 1976, the Fund shall use the different Plan Year only for the specific period for which the different Plan Year was in effect, if it is more beneficial to the Participant.

Section 1.20. “Predecessor of a Contributing Employer” means an employer who operated a Covered Establishment.

Section 1.21. “Spouse” means a person to whom a Participant or Pensioner is legally married.

Section 1.22. “Union(s)” shall mean the Hotel Employees and Restaurant Employees and Bartenders Union Local 2. Prior to the date of their merger with the Hotel Employees and Restaurant Employees and Bartenders Union Local 2, the Service Employees Union Local 14 was a “Union” within the meaning of this Plan. Effective July 1, 2012 “Union(s)” shall also include UNITE HERE Local 2850.

Section 1.23. “Oakland Plan” means the Hotel and Restaurant Employees Retirement Plan.

Section 1.24. “Area One Through Six Participants” (working pursuant to a UNITE HERE Local 2850 collective bargaining agreement) are defined as follows:

- (a) “Area One Participant” shall mean those Participants who, prior to July 1, 1993, were Participants in and had their benefits determined by, the predecessor Western Contra Costa Restaurant & Tavern Plan and whose participation in the Oakland Plan commenced prior to July 1, 1993.
- (b) “Area Two Participant” shall mean those Participants covered under the collective bargaining agreement between the Tavern Owner’s Multi-Employer Group (also known as the Bay Area Tavern Owners’ Association, Inc.) and other taverns that have authorized or may authorize Bay Area Tavern Owners’ Association, Inc. to

represent them, and the Hotel Employees and Restaurant Employees and Bartenders Union Local 50 and whose participation in the Oakland Plan commenced prior to July 1, 1993.

- (c) “Area Three Participant” shall mean those Participants covered under the collective bargaining agreement between East Bay Restaurant Association, Inc. and any other taverns that have authorized or may authorize East Bay Restaurant Association, Inc. to represent them, and the Hotel Employees and Restaurant Employees and Bartenders Union Local 50 and whose participation in the Oakland Plan commenced prior to July 1, 1993.
- (d) “Area Four Participant” shall mean those Participants covered under the collective bargaining agreement between Vallejo Restaurant and Tavern Owner’s Association and other taverns that have authorized Vallejo Restaurant and Tavern Association to represent them and the Hotel Employees and Restaurant Employees and Bartenders Union Local 50 and whose participation in the Oakland Plan commenced prior to July 1, 1993.
- (e) “Area Five Participant” shall mean all Participants other than Area Six Participants who commenced their participation in the Oakland Plan on or after July 1, 1993.
- (f) “Area Six Participant” shall mean those Participants who were covered under the Marin County Culinary Workers Pension Plan (“Marin Plan”) prior to January 1, 2001, and whose participation in the Oakland Plan commenced January 1, 2001 pursuant to the Merger Agreement between the Trustees of the Oakland Plan and the Board of Trustees of the Marin Plan.

Section 1.25. Other terms are specifically defined as follows:

| Term | Section(s) |
|---|---------------|
| a. Normal Pension | 4.02 and 4.03 |
| b. Early Retirement Pension | 4.04 and 4.05 |
| c. Disability Pension | 4.06 and 4.07 |
| d. Total Disability | 4.08 |
| e. Past Service | 5.02 |
| f. Credited Service | 5.03 |
| g. Related Credit | 10.03 |
| h. Vesting Service | 5.05 |
| i. Break in Service: (Temporary Break in Service, Permanent Break in Service) | 5.06 |
| j. Vested Status | 5.07 |
| k. Joint Pension | 6.01 |
| l. Application and Payment | 7.01 |
| m. Retired or Retirement | 7.08 |
| n. Related Plans | 10.02 |

ARTICLE 2 -- EMPLOYER CONTRIBUTIONS

Section 2.01 - Monthly Contributions. The amount of the monthly Contribution to the Pension Fund, and the employment required to render a Contributing Employer, other than the Union(s) and Associations, liable for a Contribution, are as set forth in the applicable collective bargaining agreements. It is understood and agreed that no employer other than the Union(s) and Associations is or shall be obligated to contribute to the Pension Fund, except as provided in its collective bargaining agreement between such employer and the Union(s). It, therefore, is agreed that there shall be no change in the amount of the monthly Contribution, unless the respective collective bargaining agreements provide for a change in the amount of the monthly Contribution to the Fund.

Section 2.02 - Union Contributions. The Union(s) which has executed a written agreement requiring Contributions to the Fund on behalf of Employees shall make monthly Contributions to the Pension Fund in the amounts and according to the eligibility rules set forth in any collective bargaining agreements in effect between the Union(s) and any labor organization representing Employees of the Union(s). In addition, the Union(s) shall make monthly Contributions to the Pension Fund on behalf of any other Employees of the Union(s) approved by the Board of Trustees and/or elected or appointed officers of the Union(s), if lawful, in the amounts prevailing among other Contributing Employers, if the Union(s) have executed written agreement(s) requiring such Contributions.

Section 2.03 - Association Contributions. The monthly Contributions to the Pension Fund required by a written agreement from an Employer Association for the coverage of regular full-time and regular part-time Employees of the Association shall be the same as that which the Employer members of the Association pay for their Employees under the collective bargaining agreement between the Association and the Union(s).

Section 2.04 - Payment of Contributions. Employer Contributions hereafter accruing shall be paid to the Pension Fund between the first and tenth day of the month following the month of performance of the service on account of which the Contribution is payable, unless the collective bargaining agreement provides otherwise.

Section 2.05 - Work For More Than One Employer. It is contemplated that an Employee may perform service during a single month for more than one contributing Employer and not qualify by sufficient hours worked for a Contribution to be made to the Pension Fund by any one Contributing Employer but, nevertheless, work enough time for more than one Employer to qualify for such Contribution to be made. In such case, the Fund shall bill each Contributing Employer for his proportionate share of the Contribution.

Section 2.06 - Limitation To One Contribution Per Month. It is contemplated that an Employee may perform service during a single month for more than one Contributing Employer and qualifies by sufficient hours worked for more than one Contribution to be made to the Pension Fund. In such case, each Contributing Employer making a Contribution for the same individual shall be entitled to a refund of, or credit for, so much of his Contribution as shall exceed the amount thereof divided by the number of such Contributions.

Section 2.07 - Use Of Contributions. The Employer Contributions shall be used by the Trustees

for the exclusive purpose of providing benefits to Participants and their Beneficiaries and defraying reasonable expenses of administering the Plan.

Section 2.08 - Reporting Requirements. Each Contributing Employer shall assist in the preparation and cooperate in the execution of any and all forms, applications, or other data, including reporting all Hours of Work by all Employees in the bargaining unit, necessary in the establishment and operation of the Plan, and in this regard shall promptly furnish all necessary information upon demand to the Trustees or their agents and to all persons entrusted with the operation and administration of the Plan.

ARTICLE 3 -- PARTICIPATION

Section 3.01 - Purpose. This Article describes the requirements which must be met to become a Participant in the Plan. For Temporary and Permanent Breaks in Service which affect Participation, see Section 5.06.

Section 3.02 - Participation. On and after April 1, 1986, an Employee who works in Covered Employment shall become a Participant effective the first day of the month he has performed enough Hours of Work in Covered Employment within a Plan Year to have had three (3) months of Employer Contributions made or due to be made on his behalf within a Plan Year. This requirement may be completed by 135 Hours of Work in Continuous Non-Covered Employment within the same Plan Year in which a Contribution was required for Covered Employment.

Notwithstanding the above and effective April 1, 1976, an Employee will become a Participant effective on the first of the month after he earns 1,000 hours of work in Covered Employment during the twelve (12) months following his first date of employment. If the Employee does not work 1,000 hours in such initial twelve (12) month period, the Employee will qualify as a Participant effective on the first of the month after he earns 1,000 hours in any Plan Year following his first date of employment.

Section 3.03 - Termination of Participation. A Participant who incurs a one year Temporary Break in Service shall cease to be a Participant as of the last day of the Plan Year which constituted such one year Break in Service, unless he is a Pensioner or Vested Participant.

Section 3.04 - Reinstatement of Participation. An Employee who has lost his status as a Participant in accordance with Section 3.03 shall again become a Participant by meeting the requirements of Section 3.02 effective immediately on his date of re-employment, or retroactively as of his date of reemployment, upon completion of the earlier of the period of employment specified in Section 3.02, or upon completion of "a year of service" (as defined and provided in Code Sections 410(a)(5)(C) and (D) and Treasury Regulations Section 1.410(a)(5) and 1.410(a)-7(c)(5)) measured by his date of re-employment commencement date. In addition to, and so long as there has not been a Permanent Break in Service, a Participant shall receive Credited Service and Vesting Credit earned in the period prior to and during his Temporary Break in Service.

Section 3.05 - Participation Credit for Family Medical Leaves. Credit for Participation in the Plan shall be credited up to the maximum(s) recognized in Section 5.06(d)(4) for Family Medical Leaves, as defined and specified in said Section.

ARTICLE 4 – PENSION ELIGIBILITY AND AMOUNTS

Section 4.01 - General. This Article sets forth the eligibility conditions and benefit amount payable for the various types of pensions provided by this Plan. The accumulation and retention of Credited Service and Participation and Vesting Service are subject to the provisions of Article 5. The benefit amounts are subject to reduction on account of the Joint Pension under the provisions of Article 6. An eligible Participant is entitled to Pension Benefits, subject to his retirement and application for benefits as provided in Article 7. The provisions of Sections 4.03 and Sections 4.12 to Section 4.21 do not apply to former participants of the Oakland Plan for benefits accrued under that plan for hours worked prior to July 1, 2012.

Section 4.02 - Eligibility For A Normal Pension Benefit.

- (a) A Participant who has retired and terminated employment shall be entitled to receive a Normal Pension Benefit if he or she has attained age 65 and satisfies one of the three rules set forth immediately below:
 - (1) The Participant has completed at least one (1) hour of service on or after April 1, 1998 (on or after April 1, 1989 for Participants who are employed by the Union or an Employer Association or are employed by a Contributing Employer in employment not covered by a collective bargaining agreement), and has at least five (5) years of vesting service without an intervening Permanent Break in Service;
 - (2) The Participant has attained the fifth anniversary of his or her Participation in the Plan without an intervening Temporary or Permanent Break in Service; providing, this rule applies only with respect to service performed on or after April 1, 1988 (and only with respect to Plan Years beginning on or after April 1, 1988); or
 - (3) The Participant has at least ten (10) years of vesting service without an intervening Permanent Break in Service.
- (b) Effective April 1, 1989, only five (5) years of Vesting Service without an intervening Permanent Break in Service shall be required for Participants employed by a Union or Association or other Participants employed in employment with a contributing employer not covered by a collective bargaining agreement.

Section 4.03 - Monthly Amount of the Normal Pension.

- (a) For Participants who retired before April 1, 1984:

The monthly amount of the Normal Pension Benefit was the benefit under the terms of the Plan in effect at the time of the Participant's retirement, plus any subsequent increases in benefits authorized by the Trustees.

- (b) Method for Calculating Pension Benefits for Participants Who Retired on Or After April 1, 1984:

The monthly amount of the Normal Pension Benefits for all Participants was and shall be

determined by multiplying the sum of all the Participant's years of Past and Credited Service accrued during the period of service indicated in the tables below, by the benefit levels in effect for such periods. Note that the benefit levels indicated below for each period of Credited Service depend upon the retirement or Pension Effective Date.

(1) For Participants Who Retired On Or After April 1, 1984 But Before April 1, 1987:

| Period of Credited Service | Benefit Levels |
|-----------------------------------|-----------------------|
| Prior to April 1, 1981 | \$6.40 (per year) |
| April 1, 1982 – March 31, 1983 | \$6.88 (per year) |
| April 1, 1983 – March 31, 1987 | \$8.75 (per year) |

(2) For Participants Who Retired On Or After April 1, 1987 But Before April 1, 1988:

| Period of Credited Service | Benefit Levels |
|-----------------------------------|-----------------------|
| Prior to April 1, 1982 | \$6.65 (per year) |
| April 1, 1982 - March 31, 1983 | \$6.88 (per year) |
| April 1, 1983 - March 31, 1987 | \$8.75 (per year) |
| April 1, 1987 - March 31, 1988 | \$8.88 (per year) |

(3) For Participants Who Retired On Or After April 1, 1988 But Before April 1, 1990:

| Period of Credited Service | Benefit Levels |
|-----------------------------------|-----------------------|
| Prior to April 1, 1982 | \$ 6.65 (per year) |
| April 1, 1982 - March 31, 1983 | \$ 6.88 (per year) |
| April 1, 1983 - March 31, 1987 | \$ 8.75 (per year) |
| April 1, 1987 - March 31, 1990 | \$11.35 (per year) |

(4) For Participants Who Retired On Or After April 1, 1990 But Before April 1, 1991:

| Period of Credited Service | Benefit Levels |
|-----------------------------------|-----------------------|
| Prior to April 1, 1982 | \$ 6.65 (per year) |
| April 1, 1982 - March 31, 1983 | \$ 6.88 (per year) |
| April 1, 1983 - March 31, 1987 | \$ 8.75 (per year) |
| April 1, 1987 - March 31, 1989 | \$11.35 (per year) |
| April 1, 1989 – March 31, 1990 | \$11.55 (per year) |

(i) Whereas different Contribution rates already have been negotiated between the Union sponsors to the Plan and certain contributing Employers, effective April 1, 1990, Participants who are employed by Employers obligated to contribute at the highest monthly

Contribution rate under the Plan, shall have their benefits computed according to the level of benefits set forth under Column "A" below, but only for such months in which they received the maximum rate of Contribution; all other Participants and all other months of Credited Service (for which a lower rate of Contribution was paid) shall result in benefits being computed according to the level of benefits set forth under column "B" below:

| Period of Credited Service | Column "A" (maximum Employer Contribution rate) | Column "B" (lower Employer Contribution rate) | Benefit Levels |
|-----------------------------------|--|--|-----------------------|
| April 1, 1990 to March 31, 1991 | \$15.00 (per year) | \$11.55 (per year) | |

(ii) In the event a Participant earns two or more contributions from contributing employers in a single month at different rates of contributions including one Contribution at the highest rate or maximum rate, Pension Credit is computed at the higher rate (Column "A") for such month(s). If a Participant had Contributions paid on his behalf at different rates of Contribution in a Plan Year, e.g., they changed jobs, the amount of Pension Credits accrued each month was calculated at 1/12 the annual accrual rate shown in Column "A" for each month in which a Contributing Employer contributed at the highest rate; pension accrual for all other months in which a lower Contribution rate was paid was calculated at 1/12 the annual accrual rate shown in Column "B" above.

For purposes of this subsection and subsections of 4.03 (b)(5) – 4.03 (b)(10), below the Maximum Employer Contribution Rate was as follows:

- (1) April 1, 1990 to September 30, 1993: \$61.23;
- (2) October 1, 1993 to September 30, 1994: \$66.23;
- (3) October 1, 1994 to October 30, 1999: \$86.33; and
- (4) November 1, 1999 and later: \$123.33.

(5) For Participants Who Retired On Or After April 1, 1991 But Before April 1, 1993:

| Period of Credited Service | Benefit Levels |
|-----------------------------------|-----------------------|
| Prior to April 1, 1982 | \$6.65 (per year) |
| April 1, 1982 – March 31, 1987 | \$8.75 (per year) |
| April 1, 1987 – March 31, 1990 | \$11.75 (per year) |

Benefit Levels

| Period of Credited Service | Column "A"*(maximum Employer Contribution rate) | Column "B"*(lower Employer Contribution rate) |
|---------------------------------|---|---|
| April 1, 1990 to March 31, 1991 | \$15.00 (per year) | \$11.75 (per year) |
| April 1, 1991 forward | \$15.00 (per year) | \$11.55 (per year) |

* (See explanation in §4.03 (b)(4) (i) and (ii) above.)

(6) For Participants Who Retired On Or After April 1, 1993 But Before April 1, 1995:

| Period of Credited Service | Benefit Levels |
|--------------------------------|--------------------|
| Prior to April 1, 1982 | \$ 6.65 (per year) |
| April 1, 1982 – March 31, 1987 | \$ 8.75 (per year) |
| April 1, 1987 – March 31, 1990 | \$11.75 (per year) |

Benefit Levels

| Period of Credited Service | Column "A"*(maximum Employer Contribution rate) | Column "B"*(lower Employer Contribution rate) |
|---------------------------------|---|---|
| April 1, 1990 to March 31, 1994 | \$15.70 (per year) | \$12.10 (per year) |
| April 1, 1994 and later | \$17.60 (per year) | \$13.55 (per year) |

* (See explanation in Section 4.03 (b)(4)(i) and (ii) above.)

(7) For Participants Who Retired On Or After April 1, 1995 But Before April 1, 1996

| Period of Credited Service | Benefit Levels |
|--------------------------------|--------------------|
| Prior to April 1, 1982 | \$ 6.65 (per year) |
| April 1, 1982 – March 31, 1987 | \$ 8.75 (per year) |
| April 1, 1987 – March 31, 1990 | \$11.75 (per year) |

Benefit Levels

| Period of Credited Service | Column "A"*(maximum Employer Contribution rate) | Column "B"*(lower Employer Contribution rate) |
|---------------------------------|---|---|
| April 1, 1990 to March 31, 1994 | \$15.70 (per year) | \$12.10 (per year) |

| | | |
|------------------------------------|--------------------|--------------------|
| April 1, 1994 to March 31, 1995 | \$17.60 (per year) | \$13.55 (per year) |
| April 1, 1995 and later | \$25.00 (per year) | \$15.70 (per year) |

* (See explanation in §4.03 (b)(4)(i) and (ii) above.)

(8) For Participants Who Retired on Or After April 1, 1996 But Before April 1, 1997:

| Period of Credited Service | Benefit Levels |
|-----------------------------------|-----------------------|
| Prior to April 1, 1982 | \$ 7.10 (per year) |
| April 1, 1982 – March 31, 1987 | \$ 9.30 (per year) |
| April 1, 1987 – March 31, 1990 | \$12.50 (per year) |

Benefit Levels

| Period of Credited Service | Column "A"*(maximum Employer Contribution rate) | Column "B"*(lower Employer Contribution rate) |
|-------------------------------------|---|---|
| April 1, 1990 to March 31, 1994: | \$18.75 (per year) | \$14.45 (per year) |
| April 1, 1994 to March 31, 1995 | \$18.75 (per year) | \$14.90 (per year) |
| April 1, 1995 and later | \$25.00 (per year) | \$16.80 (per year) |

* (See explanation in §4.03 (b)(4)(i) and (ii) above.)

(9) For Participants Who 1) Retired On Or After April 1, 1997 But Before April 1, 1998 or 2) did not work enough hours after March 31, 1998 to qualify for at least one month's Contribution based upon such hours worked:

| Period of Credited Service | Benefit Levels |
|-----------------------------------|-----------------------|
| Prior to April 1, 1982 | \$ 8.00 (per year) |
| April 1, 1982 – March 31, 1987 | \$10.50 (per year) |
| April 1, 1987 – March 31, 1990 | \$14.10 (per year) |

Benefit Levels

| Period of Credited Service | Column "A"*(Maximum Employer contribution rate) | Column "B"*(lower Employer contribution rate) |
|-------------------------------------|---|---|
| April 1, 1990 to March 31, 1995: | \$21.00 (per year) | \$16.80 (per year) |

| | | |
|--|--------------------|--------------------|
| April 1, 1995 to March 31, 1998 | \$25.00 (per year) | \$18.30 (per year) |
|--|--------------------|--------------------|

* (See explanation in § 4.03 (b)(4)(i) and (ii) above.)

(10) For Participants Who Were Active (e.g., worked enough hours to qualify for at least one month's Contribution to the Plan based upon such hours worked) On Or After April 1, 1998 And Retired On Or After April 1, 1998

| Period of Credited Service | Benefit Levels |
|-----------------------------------|---|
| Prior to April 1, 1982 | \$ 9.00 (per year) |
| April 1, 1982 – March 31, 1987 | \$11.75 (per year) |
| April 1, 1987 – March 31, 1990 | \$15.75 (per year) |
| Benefit Levels | |
| Period of Credited Service | Column "A"*(Maximum Employer contribution rate) |
| April 1, 1990 and later | Column "B"*(lower Employer contribution rate) |
| | |
| April 1, 1990 and later | \$25.00 (per year) \$18.80 (per year) |

* See explanation in § 4.03(b)(4)(i) and (ii) above.

Normal Pension Benefits for Participants working for Employers contributing at the above rates are calculated as indicated. Normal Pension Benefits for Participants working for Employers contributing at higher rates are calculated in accordance with Sections 4.13-4.20 (Window Benefits).

For Participants Who Were Retired On Or After April 1, 1998 But Before April 1, 2004

| | |
|---|---|
| Three months of Credited Service in the 1998-1999 Plan year with a Window Benefit Employer, at least one of which includes service with a Level I Window Benefit Employer | \$2.50 (\$30.00 annualized) per year of Credited Service |
| Three months of Credited Service in the 1998-1999 Plan Year with a Level II or a combination of Level II and III Window Benefit Employer but no Contribution from a Level I Window Benefit Employer | \$2.083 per month (\$25.00 annualized per year) multiplied by all months of Credited Service on or after April 1, 1990. |

(11) For Participants Who Retired from Employment with a Level IV Window Benefit Employer on or after April 1, 2004

| | |
|---|---|
| Three months of Credited Service in the 2003-2004 Plan Year or anytime thereafter | \$30.00 annualized per year of Credited Service |
| Three months of Credited Service in the 2003-2004 Plan Year with one or more Level IV Window Benefit Employer and retirement on or before December 31, 2009. ¹ | \$35.00 annualized per year of Credited Service |

(12) For Participants Who Retired (With Certain Service with a Level V Window Benefit Employer) On Or After January 1, 2010

| | |
|--|---|
| Three months of Credited Service in the 2008-2009 Plan Year or anytime thereafter. ² | \$35.00 annualized per year of Credited Service |
| Three months of Credited Service in the 2008-2009 Plan Year with one or more Level V Window Benefit Employer and retirement on or before December 31, 2014. ¹ | \$40.00 annualized per year of Credited Service |

(13) For Participants Who Retired (with Certain Service with a Level VI Window Benefit Employer) On or After April 1, 2014

| | |
|--|---|
| Three Months of Credited Service With a Level VI Window Benefit Employer in the 2013-2014 Plan Year or anytime thereafter | \$40.00 annualized per year of Credited Service |
| Three months of Credited Service With a Level VI Window Benefit Employer in the 2013-2014 Plan Year or anytime thereafter and Who Retire or Terminate From Covered Employment Between April 1, 2014 and March 31, 2019 | \$45.00 annualized per year of Credited Service |

¹ This benefit also requires that a Participant (other than disability retirees) complete at least three months of credit in the Plan Year immediately prior to retirement or in the Plan Year in which the Participant retires.

² Must also have at least one (1) month of Credited Service on or after January 1, 2010 with a Level V Window Benefit Employer.

If a Participant does or did not qualify or and/or apply for a Window I, II, III, IV, V or VI benefit, the Participant's benefit will be determined by numbers 1-10 of this Section as set forth above.

(c) Flat Rate Increases in Pension Benefits and Lump Sum Payments:

Effective on the dates indicated below, all Pensioners and Beneficiaries receiving benefits whose benefits were effective on the dates also indicated below, received an "across-the-board" increase in their benefits regardless of the form of benefits (Normal, Early, Disability or Joint and Survivor) or the amount of Credited Service, in the amounts shown below. These benefits were in addition to any previous increases in benefits authorized by the Trustees and the benefits provided according to the benefit tables set forth in subparagraphs (a) through (b) above, or the benefit tables established in the predecessor plan.

| <u>Pensions Effective Date</u> | <u>Amount of Benefit:</u> |
|--------------------------------|------------------------------------|
| <u>Prior To:</u> | |
| April 1, 2007: | \$200 lump sum paid 12/07 |
| April 1, 2000: | \$225 lump sum paid 12/00 |
| April 1, 1999: | \$250 lump sum paid 12/99 |
| April 1, 1998: | \$250 lump sum paid 12/98 |
| April 1, 1997: | \$235 lump sum paid 12/97 |
| April 1, 1996: | \$200 lump sum paid 12/96 |
| November 30, 1995: | Equal to monthly pension benefit |
| April 1, 1993: | \$120 lump sum paid 12/93 |
| April 1, 1991: | \$2.25 increase in monthly benefit |
| April 1, 1988: | \$4.25 increase in monthly benefit |

(d) No more than 35 years of Credited Service is allowed for computing Credited Service accrued prior to April 1, 1983. This 35-year limitation is not applicable to Credited Service accrued on or after April 1, 1983.

(e) Benefit Accrual for Participants Working Under a Collective Bargaining Agreement Between UNITE HERE Local 2850 and a Contributing Employer.

(1) For Service on or after July 1, 2012 as a Participant in Areas One (1) through Five (5), the monthly benefit accrual is based upon 2% of Employer Contributions.

(2) For service on or after July 1, 2012 as a Participant in Area Six (6) the monthly benefit accrual is based upon the number of Future Service Benefit Accrual units multiplied by \$12.55. Area Six (6) Participants, as defined in Section 1.24(f) above, shall accrue a percentage of a Future Service Benefit Accrual Unit determined by dividing their number of shifts of Covered Employment during a Plan Year by 180, except that such Participants earn no portion of a Future Service Benefit Accrual Unit for Plan Years in which they work fewer than 45 Shifts of Covered Employment.

Section 4.04 - Early Retirement Pension -- Eligibility. A Participant who has retired and terminated employment shall be eligible for an Early Retirement Pension on the date such Participant has satisfied all of the following requirements:

- (a) He has attained age 62; (age 55 for former participants of the Oakland Plan for benefits accrued under that Plan based upon service prior to July 1, 2012)
- (b) He has at least ten (10) years of Vesting Service (which include at least Two (2) Years of Future Vesting Service for former participants of the Oakland Plan for benefits accrued under that Plan based upon service prior to July 1, 2012) without a Permanent Break in Service; and
- (c) He has filed an application for Early Retirement Pension as provided in Article 7.

In no event shall any provision of this Pension Plan be construed to require payment of any Early Retirement Benefits with respect to a time prior to the date of filing of an application as provided in Article 7.

Section 4.05 - Amount of the Early Retirement Pension. The Early Retirement Pension shall be a monthly amount determined as follows:

- (a) The first step is to determine the amount of the Normal Pension to which the Participant would be entitled if he were 65 years of age on the Effective Date of his Pension.
- (b) The second step, to take account of the fact that the Participant is younger than 65, is to reduce the first amount by 6/10ths of 1 percent for each month that the Participant is younger than 65 on the date, on or after retirement, that he is first entitled to receive an Early Retirement Pension.

Note: The monthly reduction for former Participants of the Oakland Plan is 5/10ths of one percent for benefits accrued under that Plan based upon service for hours worked prior to July 1, 2012.

Section 4.06 - Disability Pension -- Eligibility. A Participant who is totally disabled and who has retired shall be eligible for a Disability Pension on the date such Participant has satisfied all of the following requirements:

- (1) He has at least fifteen (15) years Vesting Service without an intervening Permanent Break in Service;
- (2) He has attained age 55 but has not yet attained age 65; and
- (3) He has filed an application for Disability Pension Benefits as provided in Article 7.

If he is totally disabled before age 55, has fifteen (15) years of Vesting Service without a Permanent Break in Service, and has filed an application for Disability Pension Benefits as provided in Article 7, he will receive Disability Pension Benefits upon attaining age 55. Payment

under this section shall commence as provided in Section 4.09.

In no event shall any provision of this Pension Plan be construed to require the payment of any Disability Pension Benefits with respect to a time prior to the date of filing of an application as provided in Article 7.

The provisions of Sections 4.06 through 4.11 shall apply to all disability benefits including, but not limited to new disability benefits for service prior to July 1, 2012 under the Oakland Plan.

Section 4.07 - Amount of the Disability Pension. The monthly amount of the Disability Pension is determined in the same way as the monthly amount of the Normal Pension is determined.

Section 4.08 - Total Disability Defined. "Total Disability" as used in this Plan shall be defined as that term is defined in the Social Security Act, as amended from time to time. The Board may accept as sole proof of total disability a determination by the Social Security Administration ("SSA") that the Employee is entitled to a Social Security Disability Benefit ("SSD Benefit") in connection with his Old Age, Survivors, and Disability Coverage. The Board may, from time to time, permit other evidence of disability as it may deem just and appropriate. The Board may at any time, and from time to time, require evidence of an Employee's continued entitlement to Disability Pension Benefits by requiring evidence of entitlement to SSD Benefits, independent medical examinations, or other requirements as it may deem just and proper.

Section 4.09 - Disability Pension Payments.

- (a) Except as stated in subsection (b) hereof, payment of the Disability Pension shall commence with the month following the month in which the Employee qualifies and applies for the Disability Pension and shall continue thereafter for as long as such disability continues (i.e., the retired Employee remains entitled to a SSD Benefit, if that was the basis for the award), except that, effective April 1, 1987, a retired married Participant on a Disability Pension shall, upon attainment of age 65, have his Disability Pension converted to a Joint Pension, unless such Retiree and his lawful Spouse waive such benefit in accordance with Section 6.01(d) of the Plan. (The Joint Pension shall commence on the first day of the month following the month such Retiree attains age 65.)

Upon attainment of age 65, a retired non-married Participant on a Disability Pension shall have his benefits continued, regardless of whether he remains totally disabled.

- (b) If an application for Disability Benefits and a copy of a disability award letter from the SSA is filed with the Fund Manager's office no later than sixty (60) days following the determination by the SSA of entitlement to a SSD Benefit, the first monthly Disability Pension Benefit shall be payable to the Participant as of the first day of the month coincident with or next following the effective commencement date of the Participant's disability insurance benefits under the federal Social Security Act, but no earlier than the date the Participant first meets the eligibility requirements set forth in Section 4.06 above.

Section 4.10 - Recovery by a Retired Employee on a Disability Pension. If a retired Employee on a Disability Pension loses entitlement to a SSD Benefit or otherwise becomes ineligible for a Disability Pension hereunder, such fact shall be reported in writing to the Board of Trustees within fifteen (15) days of the date he receives notice from the SSA. If such written notice is not provided, his benefit payments will, upon his subsequent retirement, be reduced by an amount equal to the sum of: (a) amounts received by the retired Employee in respect of his Disability Pension subsequent to the date he was required to, but failed to report his ineligibility for a Disability Pension; and (b) an amount equal to interest on the amount calculated in subsection (a) above, calculated at the rate specified for the Fund's actuarial assumptions from time to time. The reduction in such benefits shall be accomplished by reducing the first monthly payments to be made to the retired Employee by twenty-five percent (25%) until the full amount of the reduction specified above has been accomplished. However, employment by a Disability Retiree (and recipient of an SSD Benefit) which results in a level of income or hours that is permitted by the SSA without causing the Employee to lose his or her SSD Benefit shall not constitute a recovery nor be a basis for termination of the retired Employee's Disability Pension hereunder. Such Employee will be required to provide ongoing annual proof to the Plan that such employment has not resulted in loss of his or her SSD Benefit.

Section 4.11 – Reemployment of a Retired Employee on a Disability Pension. A retired Employee on a Disability Pension who is no longer totally disabled may re-enter Covered Employment and may thereupon resume the accrual of Credited Service.

Section 4.12 – Conversion of an Early Retirement Pension to a Disability Pension. A Participant receiving an Early Retirement Pension shall have his pension converted to a Disability Pension effective and payable retroactive to the first day of the month following the Participant's qualification for a SSD Benefit, providing the date the Participant is determined to have been totally disabled, i.e. the onset of the total disability, is prior to the effective date of his Early Retirement Pension.

Section 4.13 – “5-Year Window” Benefit. (1) In lieu of whatever Normal, Early or Disability Retirement Pension Benefits are due participants for a Normal, Early or Disability Retirement Pension as provided for in sections 4.03, 4.05, 4.07 above, and providing the Participant meets the eligibility requirements for one of said benefits, effective April 1, 1999, all Retirees who had three months of Credited Service in the 1998-1999 Plan Year, (April 1, 1998 through March 31, 1999) with one or more “Window Benefit Employers,” as that and related terms are specifically defined in subsection (4) below, and who retire between April 1, 1999, and March 31, 2004 from employment with a Window Benefit Employer, will be eligible for a special “5-Year Window” benefit *provided* such a retiree-Participant meets the additional requirements set forth below. However, the requirement that Retirees have three months of Credited Service in the 1998-1999 Plan Year with one or more Window Benefit Employers shall not be applicable to Participants that are vested or may become vested during the “5-Year Window” period and are employed by an Employer that was newly organized after March 1999.

(2) Normal and Early Retirees, but not Disability Pensioners, must have three months of credit in the Plan Year immediately prior to retirement or the Plan Year in which they retire, in either event with one or more Window Benefit Employers.

(3) For the purpose of establishing eligibility for the “Window Benefit” established by this

Section 4.13 only, Participants referred to temporary jobs with Contributing Employers through the Union Hiring Hall must forfeit their position on all hiring hall job dispatch lists and must have given written notice of that fact to the Union and to the Plan.

(4) Benefits:

(a) Additional definitions: For purpose of this Plan and Section 4.13, the following are defined terms:

A “Window Benefit Employer” is a Contributing Employer who has agreed to fund the 5-Year Window Benefit through increased monthly Contributions to the Pension Fund for eligible Employees, and/or the allocation of actuarial gains attributable to such contributing Employer from past Contributions.

A “Level I Window Benefit Employer” contributes to the Pension Plan at the rate of \$123.33 per month or at a rate scheduled to increase to \$123.33 per month per eligible Employee.

A “Level II Window Benefit Employer” contributes to the Pension Plan at the rate of \$86.33 per month per eligible Employee.

A “Level III Window Benefit Employer” contributes to the Pension Plan at the rate of \$65.00 or \$67.00 per eligible Employee.

(b) The amount of an eligible Participant’s Window Benefit set forth in the Table below depends upon which type(s) of Window Benefit Employer the Participant worked for and whether he or she accrued the minimum 3 months of Credited Service in the 1998-1999 Plan Year as required by this Section 4.13. Participants who earned the required three monthly Contributions in the 1998-1999 Plan Year with different Window Benefit Employers will be paid the highest benefit level in effect for any of those Window Benefit Employers for all years of service with any Contributing Employer.

However, for Participants that are vested or may become vested during the “5-Year Window” period and are employed by an Employer that was newly organized after March 1999, their benefits shall be determined by the Contribution level in effect in the collective bargaining agreement with the newly organized Employer. Nothing in this subparagraph supersedes the other eligibility requirements for a Window Benefit established by this Section 4.13, e.g., qualification for Normal, Early or Disability Pension, and, in the case of Normal and Early Retirees, 3 months of credit in the Plan Year of or immediately prior to retirement. (See Subparagraph (2) above).

Participants entitled to a higher benefit level shown in the table below, i.e., either the Level I or II Window Benefit, on account of their having accrued one or more of the minimum of 3 months of Credited Service in the 1998-1999 Plan Year with a Level I or II Window Benefit Employer, will receive their Window Benefit computed at the appropriate rate shown below, for all years of service regardless of their possible employment with another Window Benefit Employer in the 1998-1999 Plan Year or in other years. (See subparagraph (4) above for definition of a “Window Benefit Employer” and related terms).

| 1998-1999 Plan Year Service Credits | Benefit Level |
|---|---|
| Three months of Credited Service in the 1998-1999 Plan Year with a Window Benefit Employer, at least one of which includes service with a Level I Window Benefit Employer | \$30 per year of Credited Service. |
| Three months of Credited Service in the 1998-1999 Plan Year with a Level II or a combination of Level II and III Window Benefit Employer but no Contribution from a Level I Window Benefit Employer | \$25 per year of Credited Service on or after April 1, 1990 |
| At least three months of Credited Service with a Level III Window Benefit Employer in the 1998-1999 Plan Year but no Contribution from a Level I or II Window Benefit Employer | \$20 per year of Credited Service |

(c) The Window Benefits provided by this Section for Participants eligible for an Early Retirement Pension under Section 4.04 of the Plan will be reduced by the same actuarial factors that apply to Early Retirement Pensions, as provided for in Section 4.05.

(5) Participants receiving distributions required by Plan Section 7.05(f), (i.e., "Age 70 ½ mandatory distributions"), are not deemed eligible for the "5-Year Window" Benefit until they voluntarily retire and satisfy the other requirements for the "5-Year Window" Benefit established by this Section.

(6) As provided for above and except for Disability Pensioners (See: subparagraph (2)), eligibility for the Window Benefit is dependent upon satisfying *both* the requirements of three months of Credited Service in the 1998-1999 Plan Year *and* three months of Credited Service in the Plan Year in which the Participant retires or the immediately preceding Plan Year. In both cases, the three months of Credited Service, no matter how many additional months may have been worked for Non-Window Benefit Employers, must have been accrued on account of service with a Window Benefit Employer. Participants who do not satisfy *both* requirements will be ineligible for the Window Benefit regardless of the amount of Pension Credits accrued on account of employment with a Window Benefit Employer. Conversely, Participants who qualify for the benefit by satisfying these two requirements (as well as the other eligibility rules established by this Section), *will* qualify for the benefit regardless of their previous employment with non-Window Benefit Employers.

However, the requirement that Retirees have three months of Credited Service in the 1998-1999 Plan Year with one or more Window Benefit Employers shall not be applicable to Participants that are vested or may become vested during the "5-Year Window" period and are employed by an Employer that was newly organized after March 1999.

NOTE: The provisions of this Section 4.13 and of Sections 4.14 through 4.20 shall not apply to former participants in the Oakland Plan and Participants working pursuant to a collective bargaining agreement between UNITE HERE Local 2850 and one or more contributing employers.

Section 4.14 – “Permanent \$30” Benefit. In lieu of whatever Normal, Early or Disability Retirement Pension Benefits are due Participants for a Normal, Early or Disability Retirement Pension as provided for in sections 4.03, 4.05, 4.07 above, and providing the Participant meets the eligibility requirements for one of said benefits, effective April 1, 2004, all Participants who had three months of Credited Service during the 2003-2004 Plan Year (April 1, 2003 through March 31, 2004) or anytime thereafter and who retire from service (for the first time) on or after April 1, 2004 with a “Level IV Window Benefit Employer,” as that term is specifically defined in section 4.15(4) below, will be eligible for a benefit level of \$2.50 per month (\$30 annualized) for all years of Credited Service. However, if a Pensioner retired prior to April 1, 2004 and is reemployed by a Contributing Employer on or after April 1, 2004, his or her Pension Benefit, upon re-retirement, shall be equal to the sum of his or her accrued Pension Benefit at the time of initial retirement plus any accrued benefit earned on or after April 1, 2004. Specifically, the portion of such Pensioner’s accrued benefit earned prior to his or her initial retirement (prior to April 1, 2004) shall not be subject to recalculation or benefit improvement based upon the Pensioner’s reemployment on or after April 1, 2004.

The foregoing benefit shall also be available to those Participants who worked for a Window I Benefit Employer that closed after April 1, 2004 provided such Participants were not employed in the industry from that date to the date of their retirement and are otherwise eligible for benefits.

Section 4.15 – “5-Year \$35 Window IV” Benefit.

(1) In lieu of whatever Normal, Early or Disability Retirement Pension Benefits are due Participants for a Normal, Early or Disability Retirement Pension as provided for in Sections 4.03, 4.05, 4.07 above and providing the Participant meets the eligibility requirements for one of said benefits, effective April 1, 2004, all Retirees who had three months of Credited Service in the 2003-2004 Plan Year (April 1, 2003 through March 31, 2004) with one or more Level IV Window Benefit Employers,” as that term is specifically defined in subsection (4) below, and who retire between April 1, 2004, and December 31, 2009 from employment with a “Level IV Window Benefit Employer”, will be eligible for a special “5-Year \$35 Window” Benefit in the amount of \$35.00 per year (\$2.92 per month) for each year of Credited Service, provided such Participant meets the additional requirements set forth below. However, the requirement that Participants have three months of Credited Service in the 2003-2004 Plan Year with one or more Level IV Window Benefit Employers shall not be applicable to Participants that are vested or may become vested during the “5-Year Window Benefit” period and are employed by an employer that was newly organized after March 2004.

(2) Normal and Early Retirees, but not Disability Pensioners, must have three months of credit in the Plan Year immediately prior to retirement or the Plan Year in which they retire, in either event with one or more Level IV Window Benefit Employers.

(3) For the purpose of establishing eligibility for the “5-Year \$35 Window” Benefit established by this Section 4.15, Participants referred to temporary jobs with Contributing Employers through the Union Hiring Hall must forfeit their position on all hiring hall job dispatch lists and must have given written notice of that fact to the Union and to the Plan.

(4) For purpose of this Plan, a “Level IV Window Benefit Employer” is a Contributing Employer who has agreed to fund the “5-Year \$35 Window” Benefit through increased monthly Contributions to the Pension Fund at a rate of at least \$143.33 per month per eligible Employee by December 31, 2007, \$163.33 per month per eligible Employee by December 31, 2008, and \$208.33 per month per eligible Employee by December 31, 2009. As additional newly organized Employers begin to participate in and contribute to the Plan, the Trustees, at their discretion, may further amend this subsection.

(5) The “5-Year \$35 Window” Benefit provided by this Section 4.15 for Participants eligible for an Early Retirement Pension under Section 4.04 of the Plan will be reduced by the same actuarial factors that apply to Early Retirement Pensions, as provided for in Section 4.05.

(6) Participants receiving distributions required by Plan Section 7.05(f), (i.e., “Age 70 ½ mandatory distributions”), are not deemed eligible for the “5-Year \$35 Window” Benefit until they voluntarily retire and satisfy the other requirements for the “5-Year \$35 Window” Benefit established by this Section.

(7) As provided for above and except for Disability Pensioners, eligibility for the “5-Year \$35 Window” Benefit is dependent upon satisfying both the requirements of three months of Credited Service in the 2003-2004 Plan Year and three months of Credited Service in the Plan Year in which the Participant retires or the immediately preceding Plan Year. In both cases, the three months of Credited Service, no matter how many additional months may have been worked for non-Window Benefit Employers, have to have been accrued on account of service with a “Level IV Window Benefit Employer.” Participants who do not satisfy *both* requirements will be ineligible for the “5-Year \$35 Window” Benefit regardless of the amount of Credited Service accrued on account of employment with a Level IV Window Benefit Employer. Conversely, Participants who qualify for the “5-Year \$35 Window” Benefit by satisfying these two requirements (as well as the other eligibility rules established by this Section), will qualify for the Benefit regardless of their previous employment with non-Window Benefit Employers. However, the requirement that Retirees have three months of Credited Service in the 2003-2004 Plan Year with one or more “Level IV Window Benefit Employers” shall not be applicable to Participants that are vested or may become vested during the “5-Year Window” Benefit period and are employed by an employer that was newly organized after March 2004.

(8) The foregoing benefit shall also be available to those Participants who worked for a Window I Benefit Employer that closed after April 1, 2004 provided such Participants were not employed in the industry from that date to the date of their retirement and are otherwise eligible for benefits.

Section 4.16 – “Permanent \$35” Benefit. In lieu of whatever Normal, Early or Disability Retirement Pension Benefits are due Participants for a Normal, Early or Disability Retirement Pension as provided for in Sections 4.03, 4.05, and 4.07 above, and providing the Participant meets the eligibility requirements for one of said benefits, effective January 1, 2010, all Participants who had three months of Credited Service during the 2008-2009 Plan Year (April 1, 2008 through March 31, 2009) or anytime thereafter and who retire (for the first time) with at least one month of Credited Service with a “Level V Window Benefit Employer” (as that term is defined in section 4.17(4) below) will be eligible for a benefit level of \$2.92 per month (\$35 annualized) for all years of Credited Service, except that he will not be entitled to the Permanent

\$35 benefit level for periods of Credited Service earned via employment with a Contributing Employer who is not a Level V Window Benefit Employer for hours worked after his or her last date of employment with a Level V Window Benefit Employer.

Also, if a Pensioner retired prior to January 1, 2010 and is reemployed by a Contributing Employer on or after January 1, 2010, his or her pension benefit, upon re-retirement, shall be equal to the sum of his or her accrued pension benefit at the time of initial retirement plus any accrued benefit earned on or after January 1, 2010 (after any applicable adjustments based upon age at retirement and/or form of payment). Specifically, the portion of such Pensioner's accrued benefit earned prior to his or her initial retirement (prior to January 1, 2010) shall not be subject to recalculation or benefit improvement based upon the Pensioner's reemployment on or after January 1, 2010.

The foregoing benefit shall also be available to those Participants who worked for a Level IV Window Benefit Employer that closed after January 1, 2010 provided such Participants are otherwise eligible for benefits.

In addition to the foregoing, and in lieu of whatever Normal, Early or Disability Retirement Pension Benefits are due Participants for a Normal, Early or Disability Retirement Pension as provided for in Sections 4.03, 4.05, and 4.07 above, and providing the Participant meets the eligibility requirements for one of said benefits, all Participants who 1) had three months of Credited Service during the 2014-2015 Plan Year (April 1, 2014 through March 31, 2015) or anytime thereafter, 2) who retire (for the first time) on or after August 1, 2015 and whose last Contributing Employer is required to make contributions to the Plan of at least a) \$125.00 per month by September 1, 2016; b) \$160.00 by September 1, 2017; c) \$208.00 by September 1, 2018; d) \$240.00 by September 1, 2019; and e) \$278.33 per month by September 1, 2020, and 3) have at least one month of Credited Service with said Employer on or after April 1, 2015, will be eligible for a benefit level of \$2.92 per month (\$35 annualized) for all years of Credited Service, except that he or she will not be entitled to the Permanent \$35 benefit level for periods of Credited Service earned via employment with a Contributing Employer on or after September 1, 2016 who is not required to make contributions at a rate of at least a) \$125.00 per month by September 1, 2016; b) \$160.00 by September 1, 2017; c) \$208.00 by September 1, 2018; d) \$240.00 by September 1, 2019; and e) \$278.33 per month by September 1, 2020.

Also, if a Pensioner who retired previously with benefits calculated pursuant to Article IV is reemployed by a Contributing Employer, his or her pension benefit, upon re-retirement, shall be equal to the sum of his or her accrued pension benefit at the time of initial retirement plus any accrued benefits earned on and after such reemployment (after any applicable adjustments based upon age at retirement and/or form of payment). The portion of such Pensioner's accrued benefit earned prior to his or her initial retirement shall not be subject to recalculation or benefit improvement based upon the Pensioner's reemployment.

Section 4.17 – “5-Year \$40 Window V” Benefit.

(1) In lieu of whatever Normal, Early or Disability Retirement Pension Benefits are due Participants for a Normal, Early or Disability Retirement Pension as provided for in sections 4.03,

4.05, and 4.07 above and providing the Participant meets the eligibility requirements for one of said benefits, effective January 1, 2010, all Retirees who had three months of Credited Service in the 2008-2009 Plan Year (April 1, 2008 through March 31, 2009) with one or more “Level V Window Benefit Employers,” as that term is specifically defined in subsection (4) below, and who retire between January 1, 2010, and December 31, 2014 from active employment, will be eligible for a special “5-Year \$40 Window V” Benefit in the amount of \$40.00 per year (\$3.33 per month) for all years of Credited Service, provided such Participant meets the additional requirements set forth below. However, participants will not be entitled to the “5-Year \$40 Window V” Benefit for periods of Credited Service earned via employment with a Contributing Employer who is not a Level V Window Benefit Employer for hours worked after their last date of employment with a Level V Window Benefit Employer. The requirement that Participants have three months of Credited Service in the 2008-2009 Plan Year with one or more Level V Window Benefit Employers shall not be applicable to Participants that are vested or may become vested during the “5-Year \$40 Window V Benefit” period and are employed by an Employer that was newly organized after December 2009.

(2) Normal and Early Retirees, but not Disability Pensioners, must also have three months of credit in the Plan Year immediately prior to retirement or the Plan Year in which they retire, in either event with one or more Level V Window Benefit Employers.

(3) For the purpose of establishing eligibility for the “5-Year \$40 Window V” Benefit established by this Section 4.17, Participants referred to temporary jobs with Contributing Employers through the Union Hiring Hall must forfeit their position on all hiring hall job dispatch lists and must have given written notice of that fact to the Union and to the Plan.

(4) For purpose of this Plan, a “Level V Window Benefit Employer” is a Contributing Employer who has agreed to fund the “5-Year \$40 Window” Benefit through increased monthly Contributions to the Pension Fund 1) at a rate of at least \$228.33 per month per eligible employee effective January 31, 2010, \$253.33 per month per eligible Employee by September 30, 2011, and \$278.33 per month per eligible employee by September 30, 2012 or 2) at a rate of \$278.33 per month per eligible employee by no later than December 31, 2014. As additional newly organized Employers begin to participate in and contribute to the Plan, the Trustees, at their discretion, may further amend this subsection.

(5) The “5-Year \$40 Window V” Benefit provided by this Section 4.17 for Participants eligible for an Early Retirement Pension under Section 4.04 of the Plan will be reduced by the same actuarial factors that apply to Early Retirement Pensions, as provided for in Section 4.05.

(6) Participants receiving distributions required by Plan Section 7.05(f), (i.e., “Age 70 ½ mandatory distributions”), are not deemed eligible for the “5-Year \$40 Window V” Benefit until they voluntarily retire and satisfy the other requirements for the “5-Year \$40 Window V” Benefit established by this Section.

(7) As provided for above and except for Disability Pensioners, eligibility for the “5-Year \$40 Window V” Benefit is dependent upon satisfying *both* the requirements of three months of Credited Service in the 2008-2009 Plan Year *and* three months of Credited Service in the Plan

Year in which the Participant retires or the immediately preceding Plan Year. In all cases, the Credited Service, no matter how many additional months may have been worked for non-Window Benefit Employers, has to have been accrued on account of service with a “Level V Window Benefit Employer.” Participants who do not satisfy all requirements will be ineligible for the “5-Year \$40 Window” Benefit regardless of the amount of Credited Service accrued on account of employment with a Level V Window Benefit Employer. Conversely, Participants who qualify for the “5-Year \$40 Window” Benefit by satisfying these two requirements (as well as the other eligibility rules established by this Section), *will* qualify for the Benefit regardless of their previous employment with non-Window Benefit Employers.

The foregoing benefit shall also be available to those Participants who worked for a Level IV Window Benefit Employer that closed after January 1, 2010 provided such Participants are otherwise eligible for benefits and retire during the “5-Year Window V” Benefit period.

Section 4.18 – “Permanent \$40” Benefit.

In lieu of whatever Normal, Early or Disability Retirement Pension Benefits are due Participants for a Normal, Early or Disability Retirement Pension as provided for in sections 4.03, 4.05, 4.07 above, and providing the Participant meets the eligibility requirements for one of said benefits, effective April 1, 2014, all Participants who had three months of Credited Service with a Level VI Window Benefit Employer (as that term is defined in Section 4.19(4) below) during the 2013-2014 Plan Year (April 1, 2013 through March 31, 2014) or anytime thereafter and who retire (for the first time) will be eligible for a benefit level of \$3.33 per month (\$40 annualized) for all years of Credited Service, except that the Participant will not be entitled to the “Permanent \$40” benefit level for periods of Credited Service earned via employment with a Contributing Employer who is not a Level VI Window Benefit Employer for hours worked after his or her last date of employment with a Level VI Window Benefit Employer.

Also, if a Pensioner retired prior to April 1, 2014 and is reemployed by a Contributing Employer on or after April 1, 2014, his or her pension benefit, upon re-retirement, shall be equal to the sum of his or her accrued pension benefit at the time of initial retirement plus any accrued benefit earned on or after April 1, 2014 (after any applicable adjustments based upon age at retirement and/or form of payment). Specifically, the portion of such Pensioner’s accrued benefit earned prior to his or her initial retirement (prior to April 1, 2014) shall not be subject to recalculation or benefit improvement based upon the Pensioner’s reemployment on or after April 1, 2014.

Section 4.19 – “5-Year \$45 Window VI” Benefit.

(1) In lieu of whatever Normal, Early or Disability Retirement Pension Benefits are due Participants for a Normal, Early or Disability Retirement Pension as provided for in sections 4.03, 4.05, 4.07 above and providing the Participant meets the eligibility requirements for one of said benefits, effective April 1, 2014, all Participants who had three months of Credited Service with a “Level VI Window Benefit Employer” (as that term is defined in Section 4.19(4) below) in the 2013-2014 Plan Year (April 1, 2013 through March 31, 2014) or anytime thereafter and who Terminate from Covered Employment (as defined in Section 4.19(5) below) or retire between April 1, 2014, and March 31, 2019, will be eligible for a special “5-Year \$45 Window VI”

Benefit in the amount of \$45.00 per year (\$3.75 per month) for all years of Credited Service, provided such Participant meets the additional requirements set forth below. However, Participants will not be entitled to the “5-Year \$45 Window VI” Benefit for periods of Credited Service earned via employment with a Contributing Employer who is not a Level VI Window Benefit Employer for hours worked after their last date of employment with a Level VI Window Benefit Employer.

(2) For Participants returning to work after a Termination from Covered Employment, the “5-Year Window VI” Benefit shall only apply to Credited Service earned with a Level VI Employer during the period of re-employment if a subsequent Termination from Covered Employment occurs between April 1, 2014 and March 31, 2019 or if the Participant retires (for the first time) during such period. If the Participant returns to work and incurs a subsequent Termination from Covered Employment after March 31, 2019 or retires (for the first time) after March 31, 2019 or the period of Credited Service earned during re-employment is with an Employer other than a Level VI Window Benefit Employer, Credited Service earned during the period of re-employment shall be calculated in accordance with the applicable provisions of Article IV notwithstanding the provisions of Section 4.19 (1) above.

(3) For the purpose of establishing eligibility for the “5-Year \$45 Window VI” Benefit established by this Section 4.19, Participants referred to temporary jobs with Contributing Employers through the Union Hiring Hall must forfeit their position on all hiring hall job dispatch lists and must have given written notice of that fact to the Union and to the Plan.

(4) For purpose of this Plan, a “Level VI Window Benefit Employer” is a Contributing Employer who has adopted a collective bargaining agreement with UNITE HERE Local 2 between August 14, 2013 and December 31, 2018 which reflects a monthly contribution of \$365.14 in effect by no later than the end of the agreement. As additional newly organized Employers begin to participate in and contribute to the Plan, the Trustees, at their discretion, may further amend this subsection.

(5) “Terminate from Covered Employment”, “Termination from Covered Employment” or “Terminate Service”, as utilized in Section 4.19, shall occur in any Plan Year in which a Participant earns no Credited Service or Future Service Pension Credit.

(6) The “5-Year \$45 Window VI” Benefit provided by this Section 4.19 for Participants eligible for an Early Retirement Pension under Section 4.04 of the Plan will be reduced by the same actuarial factors that apply to Early Retirement Pensions, as provided for in Section 4.05.

(7) Participants receiving distributions required by Section 7.05(f) below, (i.e., “Age 70 ½ mandatory distributions”), who did not Terminate Service during the “5-Year \$45 Window VI” Benefit period shall not be deemed eligible for the “5-Year \$45 Window VI” Benefit as a result of a mandatory distribution required pursuant to Section 7.05 (f) below. However, Participants who did Terminate Service during the “5-Year \$45 Window VI” Benefit period and for which a benefit is commencing as a result of a mandatory distribution shall be entitled to a distribution, required pursuant to Section 7.05 below, at the “5-Year \$45 Window VI” Benefit rate.

(8) The foregoing benefit shall also be available to Participants who meet the following requirements:

- a) The Participant had three months of Credited Service during the 2008-2009 Plan Year (April 1, 2008 through March 31, 2009) with a Level V Window Benefit Employer;
- b) The Participant suffered a Total Disability (as defined in Section 4.08 above) prior to April 1, 2014 and was therefore unable to perform bargaining unit work at any time on or after April 1, 2014;
- c) The Participant otherwise meets the requirements for a Disability Retirement Pension (as provided for in Section 4.07 above); and
- d) The Participant applies for disability and retires on or after April 1, 2014.

Section 4.20 – Level V/VI Window Benefit Employers - Retroactive Benefit Increases.

A Contributing Employer's status as a Level V Window Benefit Employer or a Level VI Window Benefit Employer shall be determined at the time of a Participant's actual retirement or termination date, whichever is applicable. However, in the event a Contributing Employer becomes a Level V Window Benefit Employer or Level VI Window Benefit Employer after a Participant's retirement or Termination from Covered Employment, whichever is applicable, the Participant's benefit will be retroactively increased to reflect the applicable benefit payable under Sections 4.16 – 4.19 as described herein provided the eligibility requirements under said section have been satisfied.

Section 4.21 - Contributions Under a Negotiated Severance Agreement. In the event of the permanent layoff of a Participant on account of an extended or permanent closure of the business of a Contributing Employer, or a discrete unit thereof, the Plan will accept Contributions on behalf of such Participant designed to bridge a period of temporary absence from Covered Employment as long as each of the following conditions are met: (1) such Contributions are expressly provided for under the terms of a severance agreement negotiated by the Union and accepted by the Trustees; (2) the Participant submits satisfactory evidence, as may be required at any time, and from time to time, by the Trustees, that he or she is actively seeking alternative Covered Employment; and (3) such Contributions do not exceed the maximum established by law.

Contributions under this Section will be accepted either from the Contributing Employer or from the Participant, and shall entitle the Participant to Vesting Service and Credited Service in accordance with Article 5 of the Plan. In the event that the Participant makes the Contributions directly, or is offered an election to direct the Contributing Employer to contribute a portion of his or her severance payment to the Plan under the terms of the negotiated severance agreement, the Contributions shall be treated as "Employee Contributions" for purposes of Section 411 of the Code.

ARTICLE 5 -- ACCUMULATION OF CREDITED SERVICE AND YEARS OF VESTING SERVICE

Section 5.01 - General. The purpose of this Article is to define the basis on which Participants accumulate Credited Service and Years of Vesting Service. This Article also defines the basis on which Credited Service and Years of Vesting Service may be canceled.

Section 5.02 - Credited Service for Periods Before January 1, 1956 (Past Service Pension Credit). Participants shall receive Past Service Pension Credit, subject to the following rules:

- (a) (1) No Employee shall be credited with Past Service Pension Credit unless and until he shall have become a Participant of the Plan.
- (2) A Participant shall be credited with Past Service only if such service was of such nature and extent that it would have qualified him for a Contribution to the Pension Fund by a Contributing Employer if it had been performed subsequent to January 1, 1956.
- (3) For purposes of determining eligibility for retirement, a Participant shall be credited with one month of service for each month of Past Service Pension Credit.
- (4) For purposes of computing Pension Benefits, a Participant shall be credited with one month of service for each month of Past Service Pension Credit.
- (5) Past Service Credit for former participants of the Oakland Plan shall be governed by the terms of the Oakland Plan document.

(b) Proof of Service.

- (1) The Participant shall have the burden of establishing his right to Credited Service, Past and Future. The Trustees shall be empowered to adopt rules and regulations requiring the filing, at such time or times and in such manner and form as they may specify, of applications for Past Service Credits and applications to establish continuity of service (that is, to disregard absences from service as provided in this Article), and specifying the supporting data and evidence, including the Participant's record of union membership, where applicable, required to be filed or presented with or in support of such applications. A Participant failing to file any such application or supporting data and evidence in conformity with such rules and regulations shall not be entitled to credit for the Past Service claimed by him or to have his absence from service disregarded, as the case may be.
- (2) Where the best available record of a Participant's Past Service consists of a transcript of his Social Security record, the following rebuttable presumptions shall apply:
 - (i) That employment by a Contributing Employer or his Predecessor was in Covered Employment;
 - (ii) Where a Participant's earnings in the Service of Contributing Employers or their Predecessors during any quarter amounted to

more than the amount set forth in column (b) below and to more than 66 percent of his earnings from all sources during said quarter, that he earned a Service Credit during each of the three months of said quarter;

- (iii) Where a Participant's earnings in the Service of Contributing Employers or their Predecessors during any quarter amounted to less than specified in (ii) above but to more than the amount set forth in column (c) below and to more than 33 percent of his earnings from all sources during said quarter, that he earned a Service Credit during each of two months (presumably the first and second months) of said quarter; and
- (iv) Where a Participant's earnings in the Service of Contributing Employers or their Predecessors during any quarter amounted to less than specified in (iii) above but to more than the amount set forth in column (d) below, that he earned a Service credit during one month (presumably the first month) of said quarter.

The respective amounts referred to in (ii), (iii), and (iv) above are dependent upon the union wage scales in effect during the year in which the quarter falls as follows:

| <u>Years</u> | (b) | (c) | (d) |
|----------------------|-------|------|------|
| 1937-1941, inclusive | \$60 | \$40 | \$20 |
| 1942-1946, inclusive | \$90 | \$60 | \$30 |
| 1947, <i>et seq.</i> | \$120 | \$80 | \$40 |

- (3) With respect to the period prior to January 1, 1937, active membership in one of the Unions shall be *prima facie* evidence that a Participant of the Plan earned Service Credits during the period of such Union membership, and failure to maintain active membership in the Union shall be *prima facie* evidence that the Participant did not earn Service Credits during the period of such failure.

Section 5.03 - Credited Service for Periods From January 1, 1956 through March 31, 1986. A Participant shall receive Credited Service from January 1, 1956 through March 31, 1986 of one month for each month for which a Contribution is payable to the Pension Fund by a contributing Employer on account of work in Covered Employment performed by him during such month.

On and after April 1, 1986: a Participant shall receive Credited Service of one (1) month for each month for which a Contribution is payable to the Pension Fund by a Contributing Employer on account of work in Covered Employment from the date of his Participation without a Permanent Break in Service. No Credited Service or Vesting Credit shall be given prior to becoming a Participant in a Plan Year, except for the three Contributions by which the Employee became a Participant. Future Service Pension Credits for hours worked prior to July 1, 2012 for former participants of the Oakland Plan shall be governed by the terms of the Oakland Plan

document.

An Employee in the employ of a contributing Employer who meets all the requirements for a specified monthly Contribution to the Fund under the terms of the collective bargaining agreement between the contributing Employer and the Union shall be entitled to have such Contribution made to the Fund by the Contributing Employer no later than the tenth (10th) day of the month succeeding the month in which the Employee qualified for such Contributions. Credited Service, for the purpose of establishing Vesting Service, benefit accrual, and Participation in the Plan, regardless of when the Contribution is made, shall be credited in the month in which the service is performed. (For work for more than one Contributing Employer, see Sections 2.05 and 2.06.)

Section 5.04 - Maximum Credited Service. No Participant shall receive more than one (1) year of Credited Service in any one Plan Year. As to Credited Service accrued prior to April 1, 1983, no more than 35 years of Credited Service shall be allowed for computing the Pension Benefit; as to Credited Service accrued on and after April 1, 1983, the 35-year maximum limit shall be inapplicable.

Section 5.05 - Vesting Service.

- (a) Vesting Service Earned Prior to April 1, 1976. For years prior to April 1, 1976, Vesting Service is the same as the total Credited Service earned prior to April 1, 1976.
- (b) Vesting Service Earned On and After April 1, 1976.
 - (1) Covered Employment. A Participant will receive one year of Vesting Service if he has six (6) or more monthly Employer Contributions made, or due to be made, on his behalf during a Plan Year. Proportionate years of Vesting Service are granted on the ratio of actual monthly Contributions, to six (6), but in no event will a Participant receive more than one (1) year of Vesting Service in any Plan Year.
 - (2) Continuous Non-Covered Employment. If a Participant works for a Contributing Employer in Continuous Non-Covered Employment, each 45 Hours of Work or more in such Continuous Non-Covered Employment during a calendar month shall be counted the same as a monthly Employer Contribution in determining Vesting Service as in paragraph (1) above.
 - (3) Notwithstanding the above subparagraphs (1) and (2), if a Participant has 1,000 or more Hours of Work during a Plan Year in Covered Employment or in a combination of Covered and Continuous Non-Covered Employment, he will receive one Year of Vesting Service.
 - (4) Effective February 5, 1994, Vesting Service shall be granted for Family Medical Leaves recognized in accordance with the provisions of Section 5.06 (d)(4) of this Article, up to the maximums stated in said Section.

(c) Vesting Service on and after July 1, 2012 for former participants of the Oakland Plan.

Vesting Service during the first Plan Year under the Pension Plan shall be the greater of: the Vesting Service as if all hours are under the Oakland Plan, and the Credited Service and Vesting Service as if all hours are under this Plan. Except as provided in the paragraph below, Credited Service and Vesting Service earned on and after July 1, 2012 shall be determined under this Plan and shall be in addition to the Credited Service and Vesting Service earned under the Oakland Plan prior to July 1, 2012. Under no circumstances, however, will any former participant of the Oakland Plan receive, more than the maximum number of years of Credited Service allowed under this Plan. A former participant of the Oakland Plan's ability to accrue additional Credited Service after June 30, 2012 shall be determined by the requirements of this Plan.

Any former Participant of the Oakland Plan who is not fully vested in the Oakland Plan on June 30, 2012 shall continue to accrue Vesting Service under the terms of that plan for Covered Employment under this Plan on and after July 1, 2012, but only for purposes of vesting in the benefit accrued under the Oakland Plan before July 1, 2012. A former participant of the Oakland Plan shall become fully vested under both the Oakland Plan and this Plan once he or she meets the required years of Vesting Service earned under both the plans.

Area Six Participants, as defined in Section 1.23 (6) above, shall earn a full year of Vesting Credit for each Plan Year in which such Participant works at least 125 Vesting Shifts or more. If such Participant works less than 125 Vesting Shifts in a Plan Year, the Participant shall earn Vesting Credit in quarter year units as follows:

| <u>Vesting Shifts Worked in Plan Year</u> | <u>Partial Year of Pension Credit</u> |
|---|---------------------------------------|
| Less than 45 | None |
| 45 through 89 | $\frac{1}{4}$ |
| 90 through 104 | $\frac{1}{2}$ |
| 105 through 124 | $\frac{3}{4}$ |

For purposes of this subsection only, "Vesting Shift" means each work day which an employee works for a period of at least three hours in Covered Employment. Vesting Shift also means each work day for which an Employee receives vacation pay, sick pay, or any other pay for time not actually worked in accordance with the applicable collective bargaining agreement.

Section 5.06 – Breaks-in-Service -- General. If a person has a Permanent Break in Service before he has achieved Vested Status, it has the effect of canceling his Participation, his previous Years of Vesting Service, and his Credited Service accrued to the date of the Break in Service. A Break-in Service may be temporary, subject to repair by again becoming a Participant before a Permanent Break in Service occurs. A longer Break in Service may be permanent as set forth in paragraphs (a), (b), and (c) below. The Break in Service rule does not apply to a Pensioner or a Vested Participant.

- (a) Breaks in Service Before April 1, 1976. A Participant shall incur a Permanent Break in Service and his previously Credited Service shall be canceled if he fails to earn three months of Credited Service during any two consecutive Plan Years.
- (b) Breaks in Service On or After April 1, 1976 and prior to April 1, 1987. A Participant shall incur a Temporary Break in Service at the end of a Plan Year during which he fails to earn at least three (3) months of Vesting Service or 500 Hours of Work either in Covered or Continuous Non-Covered Employment or a combination thereof. Such Break in Service shall become a Permanent Break in Service unless the Employee is reinstated as a Participant under Section 3.04 within a period of time not exceeding the length of his previously accumulated Vesting Service.
- (c) Breaks in Service on or After April 1, 1987. A Participant shall incur a Break in Service at the end of a Plan Year during which he fails to earn at least four (4) months of Vesting Service or 500 Hours of Work either in Covered or Continuous Non-Covered Employment or a combination thereof. Such Break in Service shall become a Permanent Break in Service unless the Employee is reinstated as a Participant under Section 3.04 within a period of time equal to the greater of his previously accumulated Vesting Service or five consecutive Plan Years.
- (d) Grace Period. A Participant who was unable to accumulate sufficient Credited Service or Hours of Work to otherwise prevent a Permanent Break in Service or otherwise prevent a restoration of the accrued benefits under Section 7.07 (b) shall be entitled to a grace period under the following circumstances:
 - (1) Any period which does not exceed thirty-six (36) consecutive months during which the Participant fails to earn service credits because of total, involuntary covered unemployment. (Prior to January 1, 1965, the grace period applied to any period of whole or partial unemployment up to a maximum of one (1) year.) For purposes of this subsection (d)(1), "total, involuntary covered unemployment" shall include any period spent outside the United States for the purpose of obtaining or renewing a U.S. immigration visa or permanent residency in the United States, as long as the Participant returns to Covered Employment, or actively seeks Covered Employment through the Union Hiring Hall, upon his or her return to the United States.
 - (2) Any period of absence from service because of temporary or permanent total disability, provided that such absence shall not exceed thirty-six (36) months. The Trustees have the discretion to determine temporary or total disability and to use the criteria for such disability contained in the Workers' Compensation Act or the California Unemployment Insurance Code. (Prior to July 1, 1965, absence for temporary or total disability could not exceed two years).

- (3) Any period of leave of absence due to service in the Armed Forces of the United States caused by war, national emergency, or pursuant to a national conscription law. (See Section 5.08 below).
- (4) Family Medical or Other Leaves:
 - (i) Any period of absence from service not exceeding the periods of time stated in paragraph (ii) below, during which the Participant fails to earn service credits because of a Family Medical Leave, which is defined as a leave for one of the following four reasons:
 - (a) The pregnancy of the Participant and/or the birth or placement of a child for adoption or foster care, (for rule in effect prior to 1987, See Section 5.06(d)(5) below);
 - (b) The care for a newborn child during the period immediately following the birth or placement of the child for adoption with the Participant, (for rule in effect prior to 1987 See 5.06(d)(5) below);
 - (c) The care for an immediate family member (spouse, child, or parent) with a Serious Health Condition (as defined below) (effective February 5, 1994); or
 - (d) To take medical leave when the Employee is unable to work because of a Serious Health Condition (as defined below) (effective February 5, 1994).
 - (ii) In determining whether a Break In Service has occurred for Participation and Vesting purposes, a Participant is deemed to have completed Hours of Service for periods of absence from work, up to a maximum of the lesser of 501 hours or the length of a leave of absence for the conditions specified in subparagraphs (i) (a) and (b) above, or the lesser 12 weeks or the period of a leave of absence for one of the conditions specified in subparagraphs (i) (c) and (d) above.
 - (iii) The Hours of Service required to be credited must be credited only in the year in which the absence begins for one of the reasons enumerated in sub-paragraph (4)(i), if the crediting of such hours is necessary to prevent a Break in Service in that Plan Year; if not, the hours shall be credited in the following Plan Year.
 - (iv) For the purpose of this Section and the “Grace Period” rule, a “Serious Health Condition” means an illness, injury, impairment or physical or mental condition that:
 - (a) involves any period of incapacity or treatment connected with inpatient care in a hospital, hospice or medical care

facility or requiring an absence from work for more than three (3) days or other regular daily activities, and that also involves

- (b) continuing treatment by or under the supervision of a health care provider for a chronic or long term health condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity of more than three calendar days, and for prenatal care.
- (v) The Trustees may, in their sole discretion, and irrespective of whether or not the Employer required the Employee to certify to his or her eligibility for a Family Medical Leave, require the Participant to so certify and to provide evidence of the condition requiring the Family Medical Leave, including but not limited to providing such medical evidence as the Trustees deem appropriate, and/or that leave actually was taken for one of the purposes enumerated above.
- (vi) During the period of absence from work caused by such reasons, the Participant shall be treated as having completed the number of Hours of Service of Covered Employment that normally would have been credited but for the absence, or if the normal hours of Covered Employment are unknown, eight (8) Hours of Service for each normal workday during the leave, subject to the maximum of 501 hours for 4(i)(a) and (b), and a maximum of 480 hours (40 hours x 12 weeks) for 4(i)(c) and (d).

- (5) Prior to April 1, 1987, any period of absence from service due to pregnancy and/or childbirth not in excess of ten months.
- (6) Any period, not in excess of six months, during which the Participant is on leave of absence granted by a Contributing Employer, in writing in advance, and during which the Participant does not accept other employment.
- (7) Any period during which a Participant, although employed by a Contributing Employer, is assigned by such Employer to employment other than Covered Employment, provided, however, in the case of assignment to employment in the City and County of San Francisco, that the employment is not subject to union contract and provided that, in the case of assignment to employment outside the City and County of San Francisco, absence from service does not exceed three (3) years. (Prior to July 1, 1965, absence from service outside of San Francisco could not exceed one year.)
- (8) Effective June 1, 1973, in the event a Participant of the Plan has been actively engaged in the San Francisco restaurant, hotel, motel, club, or bar business and thereafter becomes an owner or part owner so as to cause Contributions to the Plan not to be made on his or her behalf because the

individual is not covered by the bargaining unit, such period of ownership or part ownership shall not be considered a Break in Service for the purpose of maintaining continuity of Credited Service. During the period of such ownership or part ownership, the establishment must have made Contributions to the Fund on eligible employees or must have no eligible employees at all. No service credits are applicable during the period of such ownership or part ownership, and verification of such ownership status must be made to the satisfaction of the Board of Trustees.

(9) An Employee who has lost his status as a Participant in accordance with Section 3.03 who again becomes a Participant in the Plan shall receive credit as of the date of reinstatement of Participation in accordance with said Section.

Section 5.07 - Vested Status. A Participant shall achieve Vested Status as follows:

(a) On or After April 1, 1998. A Participant shall have achieved Vested Status if he worked at least one (1) hour of service on or after April 1, 1998 and has accumulated at least five (5) years of Vesting Service in employment covered by a collective bargaining agreement without an intervening Permanent Break in Service or upon attainment of Normal Retirement Age, as defined in Section 1.14. Also, effective April 1, 1989, a Participant employed by a Union or an Association or who is employed with a Contributing Employer in employment not covered by a collective bargaining agreement shall have achieved Vested Status if he has accumulated at least five (5) years of Vesting Service without an intervening Permanent Break in Service or upon attainment of Normal Retirement Age, as defined in Section 1.14.

(b) From April 1, 1976 to March 31, 1998. A Participant shall have achieved Vested Status if he has accumulated at least ten (10) years of Vesting Service without an intervening Permanent Break in Service or upon attainment of Normal Retirement Age as defined in Section 1.14. Effective April 1, 1989, a Participant employed by a Union or an Association or who is employed with a Contributing Employer in employment not covered by a collective bargaining agreement shall have achieved Vested Status if he has accumulated at least five (5) years of Vesting Service without an intervening Permanent Break in Service or upon attainment of Normal Retirement Age, as defined in Section 1.14.

(c) The Plan shall credit, for purposes of vesting only, all Vesting Service earned by a participant (who is a former member of Laundry Workers Local 75) in the UNITE Pension Plan.

(d) Any former Participant of the Oakland Plan who is not fully vested in the Oakland Plan on June 30, 2012 shall continue to accrue Vesting Service under the terms of that Plan for Covered Employment under this Plan on and after July 1, 2012, but only for purposes of vesting in the benefit accrued under the Oakland Plan before July 1, 2012. A former participant of the Oakland Plan shall become fully vested under both the Oakland Plan and this Plan once he or she meets the required years

of Vesting Service (as defined in Section 5.07(a) above) earned under both the plans.

Section 5.08 - Military Service.

- (a) On or after December 13, 1994. Effective December 13, 1994, any Participant or Beneficiary who becomes eligible for a retirement or death benefit on or after December 13, 1994 shall be entitled to Credited Service for vesting and benefit accrual (i.e., Contributions) for certain qualified military service. The cost of providing this Credited Service and related Contributions shall be determined as provided by law. The Trustees shall credit service of any Participant meeting the following requirements:
 - (1) The Participant shall have engaged in qualified military service. Qualified military service shall mean active duty, active duty for training, initial active duty for training, inactive duty training, full time national guard duty, and a period during which a person is absent from work for purpose of examination to determine his or her fitness for military service. Uniformed Armed Service includes service in the armed forces (Army, Navy, Marines, etc.) the Army National Guard and the Air National Guard when engaged in active duty for training, inactive duty training, or full time National Guard duty, the commission core of the Public Health Service and any other category of persons designated by the President in time of war or emergency (including natural disasters and civil disturbances).
 - (2) Said qualified military service shall be for a period not less than thirty-one (31) days or more than a continuous period of five (5) years.
 - (3) The Participant who seeks credit for such qualified military service must, upon discharge from such service, apply for re-employment with a participating Employer with whom he was previously employed (if their prior position is still available), any other Employer participating in the Fund and/or the Union within fourteen (14) days after his release from qualified military service, if such service was greater than thirty-one (31) days but no longer than one hundred eighty one (181) days, or within ninety (90) days after his honorable discharge, if such service exceeded one-hundred eighty one (181) days, and within a reasonable time thereafter request in writing for the Fund Office to provide credit for qualified military service. If a Participant dies during such qualified military service and the Fund Office is provided a valid death certificate or the Participant has been officially declared missing in action by the U.S. Department of Defense or another appropriate agency or

tribunal, the Fund shall presume that the reapplication requirements set forth in this subsection have been met.

- (4) A Participant or his/her Beneficiary who seeks credit for qualified military service shall affirmatively acknowledge, on any application for benefits, service in qualified military service and respond to a questionnaire provided by the Fund concerning qualified military service. Furthermore, the Participant or his/her Beneficiary must provide the Fund Office with a copy of his/her discharge/release papers from the military which indicate the beginning and ending dates of such military service.
- (5) In the event the conditions of the above are met, the Participant or his/her Beneficiary shall be entitled to credit for such qualified military service.

(b) After April 1, 1976, but prior to December 13, 1994. Subject to regulations adopted by the Board of Trustees on October 26, 1979, an authorized leave of absence due to service in the Armed Forces of the United States shall not constitute a Break in Service and shall be considered as Pension Credit and Vesting Service under the Plan, provided that the absence was caused by war or national emergency, or was taken pursuant to a national conscription law, and provided the Participant makes himself available for Covered Employment within the period provided by law. Absence from service before January 1, 1956 because of military service entitles the Participant to one (1) months Past Service Pension Credit for each full month of active military service up to twelve (12) months in one calendar year. The total period of active duty in the military for which credit may be granted under the Plan may not exceed four (4) years, plus an additional year if duty was at the request and for the convenience of the government.

(c) Prior to April 1, 1976. A grace period, but no Pension Credit, was provided for any period of absence because of service in the Armed Forces of the United States in time of war or national emergency pursuant to a national conscription law, provided the member made himself available for Covered Employment within ninety (90) days after release from active duty or ninety (90) days after his recovery from the disability, continuing after his release from active duty but excluding periods of voluntary re-enlistment not affected by national emergency or time of war. Prior to July 1, 1965, a grace period was granted, but no Pension Credit was given for any period of absence from service under the Plan because of compulsory military service.

(d) Effective January 1, 2007, and notwithstanding any provision of the Plan to the contrary, the Beneficiary of any Participant who dies while performing military service shall be entitled to any additional benefits (other than benefit accruals related to the period of military service) that would be provided had the Participant resumed Covered Employment and then terminated employment on account of death. Moreover, the Plan will credit the Participant's qualified

military service as service for vesting purposes, as though the Participant had resumed employment under USERRA immediately prior to the Participant's death. Moreover, the Plan will credit the Participant's qualified military service as service for vesting purposes, as though the Participant had resumed employment under USERRA immediately prior to the Participant's death.

- (e) Effective January 1, 2009, any "differential pay" (as described in Code §3401(h)) paid to a Participant shall be treated as Compensation under the Plan.

ARTICLE 6 -- JOINT PENSION AND PRE-RETIREMENT SURVIVOR ANNUITY

Section 6.01 - Joint Pension After Retirement.

- (a) Joint Pension Defined. Effective August 23, 1984, the normal form of benefit under this Plan for a married Participant who had one or more hours of Covered Employment on or after September 1, 1974 and who had not yet begun to receive an annuity shall be a Qualified Joint and Survivor Annuity ("Joint Pension") unless the Participant and his lawful Spouse waive such annuity pursuant to Section 6.01(d) below. The Joint Pension provides a lifetime pension for a married Pensioner and, after his death, a lifetime pension for his surviving Spouse. The Joint Pension is Actuarially Equivalent to the single life pension, which is the normal form of benefit under this Plan for non-married Participants. When a Joint Pension is in effect, the amount of the Pensioner's monthly benefit is reduced (in accordance with Section 6.03) from the full amount otherwise payable. The monthly amount payable to the surviving Spouse of a deceased Pensioner who receives a Joint Pension is one-half the monthly pension amount paid to the Pensioner.

A married Participant who qualified and applied for early retirement or normal retirement benefits on and after November 1, 1969 through March 31, 1976 could elect a Joint Pension. Between April 1, 1976 and August 22, 1984, the Spouse of a married Participant who died at a time he was entitled to a pension but before pension payments commenced was eligible for a Joint Pension, provided the Participant died after becoming eligible for early or normal retirement benefits.

Note: For former participants of the Oakland Plan the monthly amount payable to the surviving Spouse (for benefits accrued prior to July 1, 2012) is sixty-six and two-thirds (66 2/3) percent of the monthly pension amount paid to the Pensioner.

- (b) Distribution Requirement. Effective April 1, 1983, a Participant's entire interest must be distributed over a period no longer than the period from the required Pension Commencement Date over the life of the Participant and over the life of the Participant's Spouse.
- (c) No Adjustment of Benefits. Effective April 1, 1974, the monthly amount of the Joint Pension, once it has become payable, shall not be increased if the marriage of the Pensioner and his Spouse is subsequently legally terminated or if the Spouse

predeceases the Pensioner. Notwithstanding the preceding sentence, a Pensioner shall be allowed to change his pension election once only, provided that the Pension meets all of the following requirements:

- (i) The Pensioner was required to take mandatory distributions under Section 7.05(f) of this Plan;
- (ii) The Pensioner continued to work in Covered Employment while receiving the mandatory distributions; and
- (iii) The Pensioner makes a new election at the time he terminates from Covered Employment.

The new election shall be final and binding on the Pensioner and the Plan.

(d) Waiver of the Joint Pension. Effective April 1, 2007, the following spousal consent requirements shall apply:

- (1) Election Not to Receive Joint Pension Option. A married Participant and lawful Spouse may elect not to receive the Joint Pension (see subsection (2) below) during a 180-day period ending on the Participant's annuity starting date (as defined in ERISA Section 201(h)(2)) by filing a written waiver of such Joint Pension option with the Fund Manager on such forms or in the manner as the Board of Trustees requires. The Participant may revoke any previous waiver, election, or revocation of a waiver up to said Participant's retirement date.
- (2) Spousal Consent. An election by a married Participant not to receive a Joint Pension is effective only if the Participant's lawful Spouse consents to such election in writing on a form to be provided by the Plan and such election is witnessed by a Plan representative or notary public.

Both the married Participant and Spouse electing not to receive the Joint Pension shall receive and acknowledge in writing that they have received a written explanation of the terms and conditions of the Joint Pension; the Participant's right to make, and the effect of an election to waive, the Joint Pension form of benefit; the rights of the Participant's Spouse; and the right to make, and the effect of a revocation of an election. A Participant's pension application may be delayed until said Participant and Spouse have submitted the documents required herein and any other documentation required by the Plan or the Board of Trustees.

- (3) Limited Exceptions -- No Spousal Consent Required. Spousal consent shall not be required if the Participant establishes to the satisfaction of the Board of Trustees that the consent required by the Spouse cannot be obtained because there is no Spouse or the Spouse cannot be located or because of other unusual circumstances. Spousal consent shall also not be required as allowed by federal law, court decisions, or regulations.
- (4) Limited Effect of Spousal Consent/Spouse Determination. A consent by a

Spouse is effective only with respect to that Spouse, and a determination that the consent of a Spouse cannot be obtained is also effective only with respect to that Spouse.

- (e) Joint Pension for Disabled, Married Participants. Effective April 1, 1987, the Joint Pension shall be payable to a married Participant receiving a Disability retirement benefit pursuant to Sections 4.06 to 4.09 above upon the first day of the month following the date said Participant attains age 65, unless such Participant and his lawful Spouse waive such Joint Pension in the manner set forth above in subsection (d).
- (f) 75% Qualified Optional Survivor Annuity. Effective April 1, 2009, in addition to the information furnished to each Participant pursuant to this Section 6.01, the Fund Manager shall provide to each Participant written explanation of a 75% Qualified Optional Survivor Annuity benefit form. This benefit form shall provide an optional benefit form for the life of the Participant with a survivor annuity for the life of the Participant's Spouse which is equal to 75% of the amount of the annuity which is payable during the joint lives of the Participant and the Spouse and which is the Actuarial Equivalent of a single annuity for the life of the participant.

Note: Former participants of the Oakland Plan may also elect, with spousal consent, a 50% Qualified Optional Survivor Annuity or a Single Life Annuity with 10 year certain for benefits accrued prior to July 1, 2012.

Section 6.02 - Pre-Retirement Survivor Annuity.

- (a) Participant's Death Before Attainment of Age 62. Effective August 23, 1984, if a married Participant who earned an hour or more of Covered Employment on or after April 1, 1976, who was alive on August 23, 1984, and who had not begun receiving an annuity dies before attaining age 62 and at the time of death had earned a Vested Benefit under the Plan, said Participant's surviving Spouse shall receive a pension equal to one-half (1/2) the amount the Participant would have received had he separated from Covered Employment on the date of death, survived to age 62, retired with a Joint Pension, and died on the day after he would have attained age 62. This benefit is payable under this provision at the time the deceased Participant would have attained age 62 in accordance with Section 7.01(a) below. The amount shall be determined in accordance with Section 1.01(a) of the Plan. (For the period from April 1, 1976 through August 22, 1984, a Pre-Retirement Survivor Annuity was payable only to a surviving Spouse of a Vested Participant whose last separation from Covered or Non-Covered Employment was on or after age 62.) A surviving Spouse may elect to defer commencement of his/her benefit as provided for in Section 7.05(h)(2)(B) below.

Note: For former participants of the Oakland Plan the following rule applies to benefits accrued prior to July 1, 2012:

Participant's Death Before Attainment of Age 55. If a married Participant who earned an hour or more of Covered Employment on or after July 1, 1976, who was alive on August 23, 1984, and who had not begun receiving an annuity, or who had been receiving a Disability Pension pursuant to Section 4.6 of the Oakland Plan document, dies before attaining age 55, and, at the time of death had earned a Vested Benefit under the Oakland Plan, said Participant's surviving Spouse shall receive a pension equal to sixty-six and two thirds (66 2/3) percent of the amount the Participant would have received had he separated from Covered Employment on the date of death (or, in the case of a Participant receiving a Disability Pension, had he lost his entitlement to Social Security Disability Benefits on the date of death), and then survived to age 55, retired with a Joint Pension, and died on the day after he would have attained age 55. A surviving Spouse may elect to defer commencement of his/her benefit as provided for in Section 7.05(h)(2)(B) below.

The surviving Spouse's benefit is payable under this provision at the time the deceased Participant would have attained age 55. The amount shall be determined in accordance with Section 1.3 of the Oakland Plan document.

(b) Participant's Death After Attainment of Age 62. Effective April 1, 1976, if a married Participant dies on or after the date he attains age 62 and at the time of his death has earned a Vested Benefit under the Plan and is eligible to retire on an Early or Normal Retirement Benefit as set forth in Sections 4.02 and 4.04 of the Plan, the Participant's surviving Spouse shall receive a Pre-Retirement Survivor Annuity for life equal to one-half (1/2) the amount that would have been payable to the Participant had he retired with a Joint Pension on the day before his death. The amount of such pension shall be determined in accordance with Section 1.01(a) above and shall be payable pursuant to Section 7.01(a) below. A surviving Spouse may elect to defer commencement of his/her benefit as provided for in Section 7.05(h)(2)(B) below.

Note: For former participants of the Oakland Plan the following rule applies to benefits accrued prior to July 1, 2012:

Participant's Death After Attainment of Age 55. If a married Participant who had not begun receiving an annuity, or who had been receiving a Disability Pension pursuant to Section 4.6 of the Oakland Plan document, dies on or after the date he attains age 55 and at the time of his death has earned a Vested Benefit under the Oakland Plan and is eligible to retire on an Early or Normal Retirement Benefit, the Participant's surviving Spouse shall receive a Pre-Retirement Survivor Annuity for life equal to sixty-six and two-thirds, (66 2/3) percent of the amount that would have been payable to the Participant had he retired with a Joint Pension on the day before his death (or, in the case of a Participant receiving a Disability Pension, had he lost his entitlement to Social Security Disability Benefits and subsequently

retired with a Joint Pension on the day before his death.) The amount of such pension shall be determined in accordance with Section 1.3 of the Oakland Plan document. A surviving Spouse may elect to defer commencement of his/her benefit until any date on or prior to the date the Participant would have attained Normal Retirement Age.

(c) Death of Totally Disabled Employee-Participant Before Age 65. Effective August 23, 1984, the surviving Spouse of a totally disabled Employee-Participant receiving a Disability Pension pursuant to Section 4.06 who dies before attaining age 62 shall be entitled to a Pre-Retirement Survivor Annuity in accordance with Section 6.02(a). If a totally disabled Employee-Participant receiving a Disability Pension dies after attainment of age 62, his Spouse shall be entitled to receive a Pre-Retirement Survivor Annuity in accordance with Section 6.02(b). If a surviving Spouse elects to defer commencement of his/her benefit in any manner as set forth above in Sections 6.02 and 7.05(h)(2)(B), the amount of such benefit will be adjusted by an applicable actuarial adjustment based upon the date to which his/her benefit is deferred.

Section 6.03 - Adjustment of Pension Amount. When a Joint Pension becomes effective, the amount of the retired Employee's monthly pension shall be reduced in accordance with a formula or formulas adopted by the Board of Trustees based on the principles of overall Actuarial Equivalence and equitable adjustment for the cost of such annuities, as set forth in Section 1.01(a) of the Plan.

Section 6.04 - Additional Conditions.

- (a) The Joint Pension shall not be effective under any of the following circumstances:
 - (1) the Spouse died before the Participant's pension began; or
 - (2) the marriage of the Participant and his Spouse was legally terminated before the Participant's pension began. (But see Section 7.12, Qualified Domestic Relations Order.)
- (b) The Board shall be entitled to (but is not required to) rely on the written representation last filed by the Participant before his pension payments commenced as to whether or not he was married at such time.
- (c) Any payment made in good faith pursuant to any written statement of a Participant or Beneficiary shall discharge all obligations of the Board of Trustees to the extent of such payments. No Joint Pension shall be payable to an individual claiming to be the lawful Spouse of a Participant unless written proof has been filed of such status with the Board of Trustees prior to the month following the making of the first pension payment.

Section 6.05 – Death Benefit (Available only to Area Six Participants working pursuant to a collective bargaining agreement between UNITE HERE Local 2850 and one or more contributing Employers)

- (a) If a retired Area Six Participant dies, his or her surviving Spouse (effective January 1, 2007) or Beneficiary will, as soon as practical after application has been made and approved by the Board of Trustees, receive a single payment of \$2,000 reduced by:
 - 1) Any amount remaining unpaid on the 36-month minimum payments specified in Section 6.2(1) of the Oakland Plan document, and/or
 - 2) Any amount, up to \$1,000, which was paid by anyone for the Participant's last illness or death expenses. Such person, on satisfactory proof, may be reimbursed for the amount he expended.
- (b) For purposes of such a Death Benefit, an Area Six Participant may name or change his Beneficiary at any time by filling out a proper form supplied by the Fund Manager. In the event no designation of Beneficiary is made, or in the event that the Beneficiary has predeceased the Participant, the benefit will be paid to the following persons in decreasing order of priority.
 - 1) The Participant's surviving Spouse;
 - 2) In equal shares to the Participant's surviving children;
 - 3) In equal shares to the Participant's surviving parents;
 - 4) In equal shares to the Participant's surviving sisters and brothers;
 - 5) The Participant's estate.

Section 6.06 – Retroactive Pension Benefits for Same Sex Spouses (for retirements or the death of Participant prior to June 26, 2013)

On and after June 26, 2013, the decision of the Supreme Court in *U.S. v. Windsor* requires the plan to treat same-sex spouses the same as opposite-sex spouses for the purposes of federal law. 570 U.S. 744, 133 S.Ct. 2675 (2013). Consistent with IRS guidance, the Trustees have elected to amend the Plan so as to provide certain forms of retroactive relief for legally married same-sex couples, as follows.

- 1) Effective February 13, 2014, retired Participants who were legally married to a spouse of the same sex (based upon the laws of the state of the marriage celebration) prior to retirement, may elect to change their single life annuity benefit to a Joint Pension (as defined in Section 6.01(a) of the Plan) or a 75% Qualified Optional Survivor Annuity (as provided for in Section 6.01(f) of the Plan), with an appropriate actuarial reduction for payments that were already made to the retired Participant based upon the Actuarial Equivalence provisions set forth in Section 1.01(a) of the Plan in effect on the Participant's retirement date. To be eligible for such a change, the retired Participant and Spouse must submit a new benefit application to the Plan office by no later than June 26, 2016.
- 2) Effective October 1, 2014, surviving Spouses of retired Participants, who were legally married to their same-sex spouse (based upon the laws of the state of the marriage celebration) prior to the Participant's retirement, may elect to receive the

survivor portion of a retroactive Joint Pension (as defined in Section 6.01(a) of the Plan), with appropriate actuarial reductions for the value of the benefits already paid to the retired Participant during his or her lifetime (in a life annuity form) based upon the Actuarial Equivalence provisions set forth in Section 1.01 (a) of the Plan in effect on the Participant's retirement date. To be eligible for such a change, the Surviving Spouse must submit a new benefit application to the Plan office by no later than June 26, 2016.

3) Effective October 1, 2014, surviving Spouses of retired Participants who were not yet retired at the time of their death (prior to June 26, 2013), but who were legally married to their same-sex spouse (based upon the laws of the state of the marriage celebration), may elect to receive the survivor portion of a retroactive Pre-retirement Survivor Annuity (as defined in Section 6.02 of the Plan) benefit to be effective after the Participant's death and based upon the Actuarial Equivalence provisions set forth in Section 1.01 (a) of the Plan in effect on 1) the date the deceased Participant would have reached age 62 (if the Participant died prior to age 62); 2) on the date of the Participant's death (if he or she was at least 62 but not yet 65 and had at least 10 years of Credited Service); or 3) on the date the Participant would have reached age 65 (with 5 years of Credited Service). To be eligible for such a change, the Surviving Spouse must submit a new benefit application to the Plan office by no later than June 26, 2016.

ARTICLE 7 -- APPLICATIONS, BENEFIT PAYMENTS, AND RETIREMENT

Section 7.01 - Applications and Payment.

(a) Any claim to Pension Benefits, including Normal Retirement, Early Retirement, Pre-Retirement Survivor Annuity and Disability Retirement Benefits, or claims under the Plan or against the Fund shall be made on a form and in a manner prescribed by the Trustees.

Normal Pension Benefits (Sections 4.02 and 4.03), shall be payable commencing as of the first day of the month following the month in which the Participant fulfills all the conditions of entitlement to benefits. Early Retirement Pension Benefits provided for in Sections 4.04 and 4.05 and the Pre-Retirement Survivor Annuity provided for in Section 6.02, shall be payable commencing as of the first day of the month following the month in which the Participant or Spouse fulfills all the conditions of entitlement to Benefits and files an application for such Benefits. The dates stated herein applicable to Normal Retirement, Early Retirement, and Pre-Retirement Survivor Annuity shall be the Effective Date of Pension as that term is used in the Plan. Disability Retirement Benefits provided in Sections 4.06 to 4.08 shall be payable in accordance with the provisions of Section 4.09.

(b) Unless the Participant elects otherwise (but not later than the Required Beginning Date), payment of benefits to a Participant who is entitled to a Normal Pension Benefit under the provisions of this Plan effective and payable on the date referred to in Section 7.01(a) shall be made and distributed no later than the 60th day after

the latest of the close of the Plan Year in which:

- (1) The Participant attains the age of 65;
- (2) The Participant terminates his service with his last Covered Employer;
- (3) The Participant has reached the fifth (5th) anniversary of the year in which the Participant commenced Participation in the Plan without an intervening Temporary or Permanent Break in Service for service performed on or after April 1, 1988; or (b) the Participant has attained five (5) years of Vesting Service, without an intervening Permanent Break in Service and has at least one (1) hour of service on or after April 1, 1998;
- (4) A Participant with at least one hour of service on or after April 1, 1989 employed by a Union or an Association or who is employed with a Contributing Employer in employment not covered by a collective bargaining agreement who has reached (a) the fifth (5th) anniversary of the year in which the Participant commenced Participation in the Plan without an intervening Temporary or Permanent Break in Service; or (b) the Participant has attained five (5) years of Vesting Service without an intervening Permanent Break in Service.

A Participant who is entitled to a Normal Pension Benefit and elects an Effective Date of Pension After Normal Retirement Age shall receive a Benefit at least equal to the Normal Pension Benefit that would have been payable as of the Participant's Normal Retirement Age in accordance with the terms of the Plan in effect on that date, actuarially increased to the Effective Date of Pension (Section 7.01(a)). If the commencement of benefit payments is after the Effective Date of Pension, then the Participant shall receive an initial benefit payment that includes a lump sum payment equal to any unpaid benefits accruing from the Effective Date of Pension, along with any applicable interest at the Monthly Treasury Average rate in effect on the first month of the applicable Plan Year (i.e., April) for retroactive payments due through the Plan Year ending March 31, 2009, for the month preceding the applicable Plan Year (i.e., March) for retroactive payments due on and after the Plan Year beginning April 1, 2009 and prior to April 1, 2018 and for the second month preceding the applicable Plan Year (i.e. February) for retroactive payments due on or after the Plan Year beginning April 1, 2018. Monthly payments made subsequent to the lump sum payment shall be in the amount that would have been paid to the Participant had payments actually commenced on the Participant's Effective Date of Pension.

Section 7.02 - Information Required. Each Participant, Beneficiary, Pensioner, or any other claimant shall furnish to the Board of Trustees any information or proof requested by it and reasonably required to administer the Pension Plan. Failure on the part of any Participant, Beneficiary, Pensioner, or claimant to comply with such request promptly, completely, and in good faith shall be sufficient grounds for denying, suspending, or discontinuing benefits to such person. If a Participant, Beneficiary, Pensioner, or other claimant makes a false statement material to his claim, the Board of Trustees shall recoup, offset, or recover the amount of any payments made in reliance on such false statement in excess of the amount to which such Participant or Beneficiary or Pensioner or other claimant was rightfully entitled under the provisions of this Plan.

Section 7.03 - Action of Board of Trustees. The Board of Trustees shall, subject to the requirements of the law, be the sole judge of the standard of proof required in any case, and they shall have the discretionary authority to determine the eligibility for benefits of any Plan Participant and/or to construe the terms of this Plan and to apply the Plan, and decisions of the Board of Trustees shall be final and binding on all parties, subject only to such judicial review as allowed by federal law.

Section 7.04 - Right of Appeal and Determination of Disputes.

- (a) No Employee, Pensioner, or Beneficiary or claimant shall have any right or claim to benefits under the Pension Plan, other than as specified herein. Any dispute as to eligibility, type, amount, or duration of benefits shall be resolved by the Board of Trustees under and pursuant to the Pension Plan, and its decision of the dispute shall be final and binding upon all parties thereto.
- (b) Any person whose application for benefits under the Plan has been denied in whole or in part by the Board of Trustees, or whose claim to benefits is otherwise denied by the Board, shall be notified of such decision in writing by the Board of Trustees within 90 days (or 45 days for disability claims) and may petition the Board to review the decision. The 90-day period (45 days for disability benefit applications) may be extended an additional 90 days (30 days for disability claims) by the Fund Manager due to matters beyond the Plan's control. If the period is extended, the Fund Manager shall notify the Claimant of the extended period of determination before the initial 90 days (45 days for disability benefit applications) have passed. The notice of extension shall indicate the special circumstances requiring an extension of time and the date by which the Plan expects to render a benefit determination. In the case of a disability claim, if, prior to the end of the first 30-day extension period, the Fund Manager determines that, due to matters beyond the Plan's control, a decision cannot be rendered within that extension period, the period for making a determination may be extended for up to 30 days, provided the Fund Manager notifies the Claimant, prior to the expiration of the first 30-day extension period, of the circumstances requiring an extension of time and the date by which the Plan expects to render a benefit determination. In the case of any extension related to a disability claim, the notice of extension shall explain the standards upon which the determination and entitlement to a benefit is based, the unresolved issues that prevent a decision on the claim and any additional information needed to resolve those issues. If additional information is needed from the Claimant, the Claimant shall have 60 days (45 days for disability benefit applications) from the date of the notice to provide said information to the Fund Manager. In the case of an adverse benefit determination for disability benefits, the Fund Manager shall inform the Claimant of the determination in writing (and also, in the case of a disability benefit claim, in a culturally and linguistically appropriate manner). In the event that a period of time is extended due to a Claimant's failure to submit information necessary to make a benefit determination, the time period for such a benefit determination by the Plan shall be tolled from the date on which the Claimant responds to a request for additional information. The written notice will specify the reason or reasons

for the denial or adverse benefit determination and will also include in the determination a discussion of the following (to the extent applicable):

- (1) An explanation as to why the Plan agreed or disagreed with the views of the health care professionals and/or vocational professionals presented by the Claimant, health care professionals and/or vocational professionals consulted by the Plan or the disability determination made by the Social Security Administration.
- (2) If the denial or adverse benefit determination is based on a medical necessity or experimental treatment, an explanation of the scientific or clinical judgment for the determination.
- (3) The specific internal rules, guidelines, protocols, standards or other similar criteria, or lack thereof, which the Fund relied on for making the adverse determination.
- (4) A description of any additional material or information necessary for the Claimant to perfect the claim and an explanation of why such material or information is necessary.
- (5) 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.
- (6) A statement describing the voluntary appeals procedures offered by the Plan and the Claimant's right to bring action under Section 502(a) of ERISA after receiving an adverse benefit determination on appeal.

A petition for review of a denial or adverse benefit determination shall be in writing, shall state in clear and concise terms the reason or reasons for disagreement with the decision of the Board of Trustees, and shall be filed with or received by the Board of Trustees within 60 days (or 180 days for disability claims) after the date shown on the notice to petitioner of the decision. The appeal petition should be addressed to the Board of Trustees as follows:

Board of Trustees
San Francisco Culinary, Bartenders and Service Employees
Pension Plan
1182 Market Street, Suite 320
San Francisco, CA 94102

- (c) Upon good cause shown, the Board of Trustees may permit the petition to be amended or supplemented. Except for good cause shown, the failure to file a petition for review within such 60 day (or 180 days for disability claims) period shall constitute a waiver of the Claimant's right to review the decision on the basis of the information and evidence submitted prior to the decision. Such failure will

not, however, preclude the Claimant from establishing eligibility for benefits at a later date based on additional information and evidence which was not available to the Claimant at the time of the decision.

(d) In considering an appeal of a denial or adverse benefit determination, the Plan shall:

- (1) Provide for a review that does not afford deference to the initial Adverse Benefit Determination and that is conducted by an appropriate named fiduciary of the Plan who is neither the individual who made the Adverse Benefit Determination that is the subject of the appeal, nor the subordinate of such individual;
- (2) Provide that, in deciding an appeal of any Adverse Benefit Determination that is based in whole or in part on a medical judgment, including determinations with regard to whether a particular treatment, drug, or other item is experimental, investigational, or not medically necessary or appropriate, the appropriate named fiduciary shall consult with a health care professional who has appropriate training experience in the field of medicine involved in the medical judgment who will conduct an independent medical exam (or IME) of the Participant;
- (3) Provide for the identification of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with a Claimant's Adverse Benefit Determination, without regard to whether the advice was relied upon in making the benefit determination;
- (4) Provide that the health care professional engaged for purposes of a consultation under Paragraph 2 above shall be an individual who is neither an individual who was consulted in connection with the Adverse Benefit Determination that is the subject of the appeal, nor the subordinate of any such individual;
- (5) Provide Claimant and/or his or her authorized representative the opportunity to submit written comments, documents, records, and other information relating to the claim for benefits;
- (6) Provide that Claimant and/or his or her authorized representative shall be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to his or her claim for benefits; and
- (7) Provide for a review that takes into account all comments, documents, records, and other information submitted by Claimant and/or his or her authorized representative relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination.

- (e) Prior to a determination on the appeal petition, the Claimant and/or his or her authorized representative shall be provided, free of charge, any new evidence upon which the denial of the appeal, in whole or in part, is based and may submit written issues and comments pertinent to the appeal. The additional evidence shall be provided to the Claimant and/or his or her authorized representative as soon as possible and sufficiently in advance of the issuance of any adverse benefit determination on appeal to give Claimant and/or his or her authorized representative a chance to respond. For appeals to denials or adverse benefit determinations, before the Board of Trustees issues an adverse benefit determination upon appeal based on new or additional rationale, the Trustees shall provide the Claimant and/or his or her authorized representative with the rationale and give the Claimant and/or his or her authorized representative a reasonable opportunity to respond to the rationale prior to the notice of any adverse benefit determination on appeal.
- (f) The Board of Trustees shall consider the Claimant's appeal of a denial or adverse benefit determination upon his or her benefit claim no later than its regular quarterly meeting, which immediately follows the receipt of the appeal petition, unless such notice was filed within thirty (30) days preceding the date of such meeting. If the appeal petition was received within thirty (30) days prior to the next regular quarterly meeting, the Board of Trustees may consider the appeal at the second regular quarterly meeting following the receipt of the appeal petition.
- (g) If special circumstances exist regarding a benefit claim, the Board of Trustees may take an extension of time, to the next regularly scheduled meeting, to review the claim, provided that the Claimant and/or his or her authorized representative are given a notice describing the special circumstances prior to the expiration of the original review period. However, in no case shall a determination on an appeal be made any later than the third regular meeting of the Board of Trustees following the Plan's receipt of the appeal petition.
- (h) After consideration of the appeal petition as set forth above, the Board of Trustees shall advise the Claimant and/or his or her authorized representative of its decision in writing within five (5) days following the meeting at which the appeal was considered. The decision of the Board of Trustees shall set forth specific reasons for their conclusions and shall be written in a manner designed to be understood by the Claimant and shall, to the extent applicable, make references to the pertinent Plan provision(s) upon which the decision is based. The Board of Trustees shall have the discretionary authority to determine the eligibility for benefits of all Participants and/or to construe the terms of the Plan. A decision of

the Board of Trustees with respect to the appeal petition for review shall be final and binding upon all parties, including the Claimant and any person claiming under the applicant or petitioner. The provisions of this section shall apply to and include any and every claim to benefits from the Plan, and any claim or right asserted under the Plan or against the Plan regardless of the basis asserted for the claim and regardless of when the act or omission upon which the claim is based occurred.

- (i) In the case of an adverse benefit determination on appeal, the Board of Trustees shall inform the Claimant and/or his or her authorized representative in writing (and also, in the case of a disability benefit claim, in a culturally and linguistically appropriate manner), the following:
 - (1) The specific reason or reasons for the adverse benefit determination on appeal;
 - (2) 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;
 - (3) An explanation as to why the Board of Trustees agreed or disagreed with the views of the health care professionals and/or vocational professionals presented by the Claimant, health care professionals and/or vocational professionals consulted by the Board of Trustees, or the disability determination made by the Social Security Administration;
 - (4) If the adverse benefit determination is based on a medical necessity or experimental treatment, an explanation of the scientific or clinical judgement for the determination, including but not limited to the Independent Medical Examiner's findings;
 - (5) The specific internal rules, guidelines, protocols, standards or other similar criteria, or lack thereof, that the Board of Trustees relied on for making the adverse determination; and
 - (6) A statement of the Claimant's right to file a civil action under Section 502(a) of ERISA.
- (j) The Trustees may delegate to a subcommittee authority to review any appeal petition, grant or conduct a hearing on a petition (in the manner set forth above), accept an extension, or perform any other act that could be performed by the

Board of Trustees under this section. Any action by an appointed subcommittee of the Board of Trustees will be considered to be an action by the Board of Trustees.

- (k) Compliance with the provisions of this Plan and any rules and regulations adopted by the Board of Trustees will be a condition precedent to any legal action against the Trust or the Board of Trustees. The right of any person to receive a benefit under the Plan will be determined in accordance with the relevant provisions of the Plan and without regard to any failure of the Fund Manager or the Board of Trustees to satisfy any of the provisions of this Section 7.04.
- (l) In the event of any dispute concerning the interpretation, election or enforcement of any of the provisions of this Plan that has not been resolved pursuant to the appeals procedure above described, the dispute may be submitted to voluntary arbitration solely upon mutual agreement between the Trustees and any Claimant. The issue or issues to be so arbitrated and the terms and conditions applicable to such arbitration must be mutually agreed upon between the parties to the arbitration.

Section 7.05 - Benefit Payments Generally. A Participant who is eligible to receive a Pension Benefit under this Plan and makes application in accordance with the rules of this Pension Plan shall be entitled upon retirement to receive the monthly Pension Benefits provided for the remainder of his life and the life of his Spouse (unless the Joint Pension is waived), subject to the provisions of this Plan. The amount of the benefit will be the Actuarial Equivalent of the Participant's accrued Normal Retirement Benefit.

- (a) If a Pensioner submits evidence of entitlement to additional Credited Service, his increased pension, if any, will become effective retroactively to the Effective Date of Pension, i.e., first day of the month following the month the Participant fulfilled all the conditions of entitlement to benefits. (See Section 7.01.)
- (b) If a Participant previously denied a pension submits evidence of entitlement to additional Vesting Service or Credited Service or years of Participation which subsequently qualifies him for a pension, his pension will become effective retroactively to the Effective Date of Pension, i.e., first day of the month following the month in which the Participant fulfilled all the conditions of entitlement to benefits. (See Section 7.01.)
- (c) Payments for past unpaid benefits granted after the submission of evidence of entitlement to additional Credited Service, or retroactive benefits to a Participant previously denied a pension, shall be paid prospectively in the form of a lump-sum distribution. In the case of retroactive benefits to a Participant previously denied a pension, the lump-sum distribution shall be equal to any unpaid benefits accruing from the Effective Date of Pension, along with any applicable interest, as described in Section 7.01(b)(4).

- (d) If any benefits are due and payable at the time of the Pensioner's or Beneficiary's death, such benefits shall be paid to the estate of the Pensioner or Beneficiary unless any other person is entitled to such benefits by law. Such payments must be made, except in the case of a surviving Spouse, within five (5) years of the death of the Participant.
- (e) In the event that there are conflicting claims to a benefit payable under the terms of the Plan, the Board of Trustees may interplead the claimants by appropriate proceedings in a court of competent jurisdiction. In such event, the provisions of Section 7.04 shall not apply, and the claimants shall submit their respective claims to the court in which the interpleader proceedings are pending. Upon deposit with the court of the accrued benefits, the Board of Trustees shall be entitled to be dismissed from the interpleader proceedings and to payment of its costs in connection therewith, including reasonable attorney's fees. Thereafter, a final decision of the court in the proceedings shall bind all claimants to the benefit and shall constitute a full discharge of the Board of Trustees and the Fund from any liability with regard to the benefit.
- (f) Notwithstanding anything herein to the contrary, distribution of the benefits of persons attaining age 70 ½ in calendar year 1990 or thereafter shall commence no later than April 1 following the calendar year in which the Participant attains age 70 ½. This rule stated in this paragraph shall apply regardless of whether the Participant has retired.
- (g) Distributions to a Participant who is a 5% owner (as defined in Code Section 416(i)(1)(B)) at any time during the 5-Plan Year period ending in the calendar year in which such Participant attains age 70 ½ shall commence no later than April 1 of the calendar year following the calendar year in which the Participant attains age 70 ½. If a Participant becomes a 5% owner during any subsequent Plan Year, distribution of benefits shall commence no later than April 1 of the calendar year following the calendar year in which such subsequent Plan Year ends.

Notwithstanding any provision of this Plan to the contrary, no pension payment paid or payable to a Participant in a calendar year shall exceed the amount that a qualified trust under Code Section 401(a), as amended, may pay consistently with the provisions of Section 415, as amended. For the purposes of applying said Section 415, "Compensation" within the meaning of that Code provision is defined as the total of all amounts paid to an Employee by all Employers for personal services as reported on the Employee's Federal Income Tax Withholding Statement, Form W-2, and excluding any benefits paid under this Plan. Compensation includes each Employee's hourly straight time and overtime earnings. In the event that it appears in any calendar year that the pension paid or payable to a Participant shall exceed or has exceeded the maximum amount that may be paid by the Trustees in said calendar year without jeopardizing the status of the trust as a qualified pension trust under said Section 401(a), the Trustees shall promptly reduce the amount of future benefits payable to such Participant by such amount that is necessary to assure that said payments shall not exceed said maximum, consistent with the provisions of Section 415 of the Code.

(h) Minimum Distribution Requirements

(1) General Rules

- (A) Effective Date. The provisions of this article will apply for purposes of determining required minimum distributions for calendar years beginning with the 2003 calendar year.
- (B) Coordination with Minimum Distribution Requirements Previously in Effect. If the total amount of 2002 required minimum distributions under the Plan made to the distributee prior to the effective date of this Article equals or exceeds the required minimum distributions determined under this article, then no additional distributions will be required to be made for 2002 on or after such date to the distributee. If the total amount of 2002 required minimum distributions under the Plan made to the distributee prior to the effective date of this Article is less than the amount determined under this Article, then required minimum distributions for 2002 on and after such date will be determined so that the total amount of required minimum distributions for 2002 made to the distributee is equal to the amount determined under this article.
- (C) Requirements of Treasury Regulations Incorporated. All distributions required under this Article will be determined and made in accordance with the Treasury regulations under Section 401(a)(9) of the Internal Revenue Code.
- (D) TEFRA Section 242(b)(2) Elections. Notwithstanding the other provisions of this 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.

(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 required 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 as follows:

- i) If the Participant's surviving Spouse is the Participant's sole designated Beneficiary, then, 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.
- ii) If the Participant's surviving Spouse is not the Participant's sole designated Beneficiary, then except as provided in the adoption agreement, distributions to the designated Beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.
- iii) If there is no designated Beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.
- iv) If the Participant's surviving Spouse is the Participant's sole designated Beneficiary and the surviving Spouse dies after the Participant but before distributions to the surviving Spouse begin, this section 7.05 (h)(2)(B), other than Section 7.05 (h)(2)(B)(i), will apply as if the surviving Spouse were the Participant.

For purposes of this Section 7.05 (h)(2)(B) and Section 7.05 (h)(5), distributions are considered to begin on the Participant's required beginning date (or, if Section 7.05(h)(2)(B)(iv) applies, the date distributions are required to begin to the surviving spouse under Section 7.05 (h)(2)(A)). 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 this Section 7.05 (h)(2)(B)) the date distributions are considered to begin is the date distributions actually commence.

(C) Form of Distribution. Unless the Participant's interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the required beginning date, as of the first distribution calendar year distributions will be made in accordance with Sections 7.05 (h)(3) – 7.05 (h)(5) of this Section

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

(3) Determination of Amount to be Distributed Each Year.

(A) 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:

- i) the annuity distributions will be paid in periodic payments made at intervals not longer than one year;
- ii) the distribution period will be over a life (or lives) or over a period certain not longer than the period described in Sections 7.05 (h)(4) or 7.05 (h)(5);
- iii) once payments have begun over a period certain, the period certain will not be changed even if the period certain is shorter than the maximum permitted;
- iv) payments will either be nonincreasing or increase only as follows:
 - a) by an annual percentage increase that does not exceed the annual percentage increase in a cost-of-living index that is based on prices of all items and issued by the Bureau of Labor Statistics;
 - b) to the extent of the reduction in the amount of the Participant's payments to provide for a survivor benefit upon death, but only if the Beneficiary whose life was being used to determine the distribution period described in 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 Code;
 - c) to provide cash refunds of Employee Contributions upon the Participant's death; or

- d) to pay increased benefits that result from a Plan amendment.

(B) 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 7.05 (h)(2)(A) or 7.05 (h)(2)(B)) is the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval even if that payment interval ends in the next calendar year. Payment intervals are the periods for which payments are received, e.g., bi-monthly, monthly, semi-annually, or annually. All of the Participant's benefit accruals as of the last day of the first distribution calendar year will be included in the calculation of the amount of the annuity payments for payment intervals ending on or after the Participant's required beginning date.

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

(4) Requirements For Annuity Distributions That Commence During Participant's Lifetime.

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

(B) Period Certain Annuities. Unless the Participant's Spouse is the sole designated Beneficiary and the form of distribution is a period

certain and no life annuity, the period certain for an annuity distribution commencing during the Participant's lifetime may not exceed the applicable distribution period for the Participant under the Uniform Lifetime Table set forth in Section 1.401(a)(9)-9 of the Treasury regulations for the calendar year that contains the annuity starting date. If the annuity starting date precedes the year in which the Participant reaches age 70, the applicable distribution period for the Participant is the distribution period for age 70 under the Uniform Lifetime Table set forth in Section 1.401(a)(9)-9 of the Treasury regulations plus the excess of 70 over the age of the Participant as of the Participant's birthday in the year that contains the annuity starting date. If the Participant's Spouse is the Participant's sole designated Beneficiary and the form of distribution is a period certain and no life annuity, the period certain may not exceed the longer of the Participant's applicable distribution period, as determined under this Section 7.05 (h)(4)(b), or the joint life and last survivor expectancy of the Participant and the Participant's Spouse as determined under the Joint and Last Survivor Table set forth in Section 1.401(a)(9)-9 of the Treasury regulations, using the Participant's and Spouse's attained ages as of the Participant's and Spouse's birthdays in the calendar year that contains the annuity starting date.

(5) 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 7.05 (h)(2)(A) or 7.05 (h)(2)(B), over the life of the designated Beneficiary or over a period certain not exceeding:

- i) unless the annuity starting date is before the first distribution calendar year, the life expectancy of the designated Beneficiary determined using the Beneficiary's age as of the Beneficiary's birthday in the calendar year immediately following the calendar year of the Participant's death; or
- ii) if the annuity starting date is before the first distribution calendar year, the life expectancy of the designated Beneficiary determined using the Beneficiary's age as of the Beneficiary's birthday in the calendar year that contains the annuity starting date.

- (B) No Designated Beneficiary. If the Participant dies before the date distributions begin and there is no designated Beneficiary as of September 30 of the year following the year of the Participant's death, distribution of the Participant's entire interest will be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.
- (C) Death of Surviving Spouse Before Distributions to Surviving Spouse Begin. If the Participant dies before the date distribution of his or her interest begins, the Participant's surviving Spouse is the Participant's sole designated Beneficiary, and the surviving Spouse dies before distributions to the surviving Spouse begin, this section 5 will apply as if the surviving Spouse were the Participant, except that the time by which distributions must begin will be determined without regard to Section 7.05 (h)(2)(A).

(6) Definitions.

- (A) Designated Beneficiary. The individual who is designated as the Beneficiary under Section 1.02 of the Plan and is the Designated Beneficiary under Section 401(a)(9) of the Internal Revenue Code and Section 1.401(a)(9)-44 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 7.05(h)(2).
- (C) Life expectancy. Life expectancy as computed by 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 Section 7.05 (f) of the Plan.

Section 7.06 - I.R.S. Code Section 415 Limits.

A Participant's Pension Benefits provided by the Plan shall not exceed the limitations imposed by Section 415 of the Code, which is incorporated herein by reference as though it were set out as part of this Plan. The maximum dollar limitation under Code Section 415(b)(1)(A) is adjusted annually as provided for under Section 415(d) of the Code. In no case shall any benefit exceeding Section 415 of the Code be accrued, distributed, or otherwise payable in any form of payment at any time under the Plan. For purposes of Section 415 of the Code, the definition of Compensation

found in Code Section 415(c)(3) and 26 C.F.R. §1.415(c)-2 shall hereby be incorporated by reference.

No other multiemployer plan shall be aggregated with this Plan for purposes of applying the limits of Section 415 of the Internal Revenue Code.

Effective January 1, 2004, for purposes of 26 U.S.C. § 415, any Plan retirement benefit payable in any form other than a straight life annuity or qualified joint and survivor annuity that is also subject to 26 U.S.C. § 417 (e)(3) must be adjusted to an actuarially equivalent straight life annuity that equals the annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit, using whichever of the following that produces the greatest annual amount: (1) the interest rate and the mortality table or other tabular factor specified in the Plan for adjusting benefits in the same form; (2) a 5.5 percent interest rate assumption and the applicable mortality table, and (3) the applicable interest rate under 26 U.S.C. § 417 (e)(3) and the applicable mortality table, divided by 1.05.

Section 7.07 - Lump-Sum Payment in Lieu of Monthly Benefit. Effective April 1, 1998, if, at the time a monthly benefit becomes payable to a Participant or Beneficiary, the total Lump Sum Present Value is \$5,000 or less, the Board of Trustees at its discretion may pay to the Participant or Beneficiary, in a lump sum (see Section 1.01(b)), the amount of such Actuarially calculated value, in lieu of the monthly benefit otherwise payable, provided, however, no such lump sum distribution may be made after the annuity starting date, unless the Participant and his or her Spouse (or surviving Spouse) consent in writing to the distribution.

Effective April 1, 2005, any mandatory or involuntary lump sum distributions in an amount in excess of \$1,000, but less than \$5,000, shall only be made in the form of an automatic rollover IRA, as provided for by the Plan. The automatic rollover IRA only applies in the absence of a Participant election of a rollover to another qualified Plan or IRA or to receive the distribution in cash. Lump sum distributions in an amount less than \$1,000 may still be made in a lump sum form made directly to the Participant. Provided further, the interest of an Alternate Payee pursuant to a Qualified Domestic Relations Order shall not be considered in determining whether or not a Participant shall be eligible for a lump sum distribution.

Section 7.08 - Retirement and Employment After Retirement.

- (a) A Participant is considered retired from the Pension Plan following their termination from Covered Employment and commencement of benefit payments from the Plan. Participants who commence minimum required distributions while continuing in Covered Employment or Participants who return to Covered Employment after Retirement are deemed retired upon incurring a Plan Year with no Credited Service. Benefits shall be updated to the extent required under Article IV and this Section upon the Participant's deemed retirement.
- (b) From July 1, 1985 through March 31, 1989, if a Pensioner subsequent to retiring becomes employed in the geographical jurisdiction of the Union(s) in work covered by a collective bargaining agreement or in the geographical jurisdiction of a Related Plan, for which Participants receive Related Credit, such Pensioner shall

not receive Credited Service or actuarial adjustment of his benefit even though his Employer makes a Contribution(s) on his behalf.

(c) Pensioners who return to employment shall accrue full benefits and Credited Service for additional benefits earned prior to Normal Retirement Age. Effective April 1, 1989, a Participant receiving Pension Benefits who had at least one hour of Covered Employment and service in any Plan Year beginning on or after April 1, 1988, shall continue to receive Credited Service notwithstanding attainment of Normal Retirement Age and the continued receipt of benefits. However, for benefits earned after Normal Retirement Age, such Participant's accruals shall be offset by the Actuarial Equivalent of their continued in-service distribution of benefits, in accordance with Code Section 411(b)(1)(H)(iii) and applicable IRS regulations. Notwithstanding the preceding sentence, no actuarial offset shall apply to the calculation of the Participant's benefit when they first retire. However, actuarial offsets shall apply to any additional benefits earned after Normal Retirement Age for Credited Service after retirement. For Pensioners returning to employment with Credited Service after Normal Retirement Age, updated benefits for employment after Normal Retirement Age shall be calculated in accordance with this Section.

Pensioners age 70 ½ who received a distribution of benefits under Section 7.05(f) shall continue to accrue full benefits with no actuarial offset for benefits payable on and after April 1 of the calendar year following the calendar year in which such Participant reached age 70 ½.

Notwithstanding the above, for those Participants whose first hour of service under this Plan is on or after April 1, 2015, an actuarial offset shall apply, to the extent permitted under Federal Treasury Regulation 1.401(a)(9)-6, to any distribution of benefits payable in accordance with Section 7.05(f) on and after April 1 of the calendar year following the calendar year in which such Participant reached age 70 ½.

Further, and notwithstanding the above, for those Participants whose first hour of service under this Plan was prior to April 1, 2015 and who had not attained Normal Retirement Age of as of April 1, 2017, an actuarial offset shall apply to benefits earned for hours or shifts worked on and after April 1, 2017, to the extent permitted under Federal Treasury Regulation 1.401(a)(9)-6 to any distribution of benefits payable in accordance with Section 7.05(f) on and after April 1 of the calendar year following the calendar year in which such Participant reached age 70 ½. For all benefits earned prior to April 1, 2017 such Participants shall continue to accrue benefits with no actuarial offsets applicable to any distribution of benefits payable on and after April 1 of the calendar year following the calendar year in which such Participant reached 70 ½.

(d) Effective April 1, 1989, no retroactive credit will be granted for Plan Years during which such Participants were in Covered Employment, but not receiving Credited Service, for the period prior to April 1, 1983 if a Participant had already earned thirty-five years of Credited Service before April 1, 1983.

(e) For former Participants of the Oakland Plan (for benefits earned for hours worked prior to July 1, 2012). Early Retirement and Normal Pension benefits shall be suspended for any month in which a Pensioner completes or accrues 120 or more "hours of service" and receives pay on 8 or more days (or shifts) in a month, in a trade or craft in which the Employee was employed at any time during which he accrued service credits in the Oakland Plan, in the hospitality industry and in the geographic area covered by the Oakland Plan. For the purpose of this Section and rule, the term "hospitality industry" means business activities of the type engaged in by Employers maintaining the Plan, i.e., the hotel, motel, restaurant or tavern industry, whether or not such employer contributes or contributed to this Plan.

Section 7.09 - Non-Forfeitability and Vested Status.

- (a) The Employee Retirement Income Security Act requires that certain of the benefits under this Plan be non-forfeitable.
- (b) Effective April 1, 1976, a Participant acquires a non-forfeitable right to a Normal Pension at Normal Retirement Age upon attainment of his tenth (10th) or fifth (5th) anniversary of Participation in the Plan, whichever is applicable under Sections 1.14 and 4.02, without an intervening Temporary or Permanent Break in Service or ten (10) years of Vesting Service without an intervening Permanent Break in Service.
- (c) A Participant with at least one hour of service on or after April 1, 1989 employed by a Union or an Association or who is employed with a Contributing Employer in employment not covered by a collective bargaining agreement acquires a non-forfeitable right to a Normal Pension at Normal Retirement Age upon attainment of his tenth (10th) anniversary of Participation in the Plan without an intervening Temporary or Permanent Break in Service or five (5) years of Vesting Service without an intervening Permanent Break in Service.
- (d) No amendment of this Plan may take away a Participant's non-forfeitable right to a Normal Pension at Normal Retirement Age, if he has already earned it at the time of the amendment. Also, an amendment may not change the schedule on the basis of which a Participant acquires such right, unless each Participant who has at least five (5) years of service at the time the amendment is adopted or effective (whichever is later) is given the option of achieving such a non-forfeitable right on the basis of the pre-amendment schedule.

That option may be exercised within 60 days after the latest of the following dates:

- (1) when the amendment was adopted;
- (2) when the amendment became effective; or
- (3) when the Participant was given written notice of the amendment.

The foregoing provisions of this Section 7.09 are subject to the conditions of Sections 7.01, 7.02, and 7.05.

(e) For former Participants of the Oakland Plan (for benefits earned for hours worked prior to July 1, 2012)

Early Retirement and Normal Retirement pension benefits shall be suspended for any month in which a Pensioner or accrues 120 or more "hours of service" and receives pay on 8 or more days (or shifts) in a month, in a trade or craft in which the employee was employed at any time during which he accrued service credits in the plan, in the hospitality industry and in the geographic area covered by the Plan. For the purpose of this Section and rule, the term "hospitality industry" means business activities of the type engaged in by employers maintaining the Plan, i.e. the hotel, motel, restaurant or tavern industry, whether or not such employer contributes or contributed to this Plan.

Section 7.10 - Incompetence, Incapacity, or Minority of Payee. In the event that it is determined to the satisfaction of the Board of Trustees that a Pensioner or his Beneficiary is incompetent or incapable of executing a valid receipt, or that a Beneficiary is a minor, and that no guardian, committee, or representative of the payee has been legally appointed, the Board may, in its sole discretion, during the lifetime of the payee, pay any amount otherwise payable to such payee, to the person or persons, or institution or facility, who or which in its opinion has been caring for or supporting the payee (except that no payment shall be made to a governmental institution or facility if the payee is not legally required to pay for his care and maintenance), until claim is made for the remainder by a legally appointed guardian, committee, or other representative of the payee. Any payment in accordance with this section shall discharge the obligation of the Fund hereunder to the extent of such payment.

Section 7.11 - Non-Assignment of Benefits. Each Participant, Pensioner, or Beneficiary under the Plan is hereby restrained from selling, transferring, anticipating, assigning, alienating, hypothecating, or otherwise disposing of his pension, prospective pension, or any other right or interest under the Plan, and the Board of Trustees shall not recognize, or be required to recognize, any such sale, transfer, anticipation, assignment, alienation, hypothecation, or other disposition. Any such pension, prospective pension, right, or interest shall not be subject in any manner to voluntary transfer or transfer by operation of law or otherwise, and shall be exempt from the claims of creditors or other claimants and from all orders, decrees, garnishments, executions, or other legal or equitable process or proceeding to the fullest extent permissible by law.

- (a) The right of a Spouse of any Participant or Pensioner shall be limited to a community property share of the pension actually received by a Pensioner, after such receipt, and to rights as the designated Beneficiary of a Participant or Pensioner, or other rights expressly provided in this Plan, and no pension, prospective pension, right, or interest of a Participant or Pensioner shall, except for a Qualified Domestic Relations Order (described below), be subject to any order, decree, execution, or other legal or equitable process or proceeding for the benefit of such Spouse directed to the Fund.
- (b) Effective August 23, 1984, the Trustees will comply with a Qualified Domestic Relations Order (court judgment, decree, or order) as defined in Section 414(p) of the Code. The Trustees shall establish and maintain rules of procedure for

determining the qualified status of Domestic Relations Orders and for administering distributions under such Qualified Orders.

Section 7.12 - Actuarial Increase for Late Retirement.

For Participants who terminate prior to Normal Retirement Age and retire subsequent to Normal Retirement Age, and Participants who continue in Covered Employment beyond Normal Retirement Age, the Participant's Normal Pension Benefit shall be actuarially increased based on the mortality table and interest rate specified in Section 1.01(a) and in a manner consistent with Code Section 411 (b)(1)(H).

NOTE: With respect to benefits accrued prior to July 1, 2012, for former participants in the Oakland Plan who continue in Covered Employment beyond Normal Retirement Age their benefits shall be actuarially increased for any month after Normal Retirement Age, but prior to commencement of benefits, in which the former participant did not work at least 120 hours. Such increase shall be calculated in accordance with Code Section 411(b)(1)(H).

Section 7.13 - Roll-Over Distributions. For 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, a Distributee may elect, at the time and in the manner prescribed by the Fund Manager, to have any portion of an Eligible Rollover Distribution paid directly to an Eligible Retirement Plan specified by the Distributee in a direct rollover.

For the purpose of this Section, the definitions are as follows:

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 includable in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities) and a hardship distribution. Effective April 1, 2010, Eligible Rollover Distributions shall include any distribution to a designated beneficiary which would be treated as an eligible rollover distribution by reason of Code Section 401 (c)(11), or Code Sections 401 (a)(4)(B), 403(b)(8)(B) or 457 (e)(16)(B), if the requirements of subsection (c)(11) were satisfied.

Eligible Retirement Plan: For the purposes of the direct rollover provisions in this Section 7.14, an Eligible Retirement Plan is a qualified trust described in Section 401(a) of the Code, an individual retirement annuity described in Section 408(b) of the Code, an annuity contract described in Section 403(b) of the Code, an eligible plan under Section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan and a Roth IRA (for distributions after December 31, 2007). The definition of Eligible Retirement Plan shall also apply in the case

of a distribution to a surviving Spouse, or to a Spouse or former Spouse who is the alternate payee under a Qualified Domestic Relations Order, as defined in Section 414(p) of the Code.

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.

Direct Rollover: A Direct Rollover is a payment by the Plan to the eligible retirement plan specified by the Distributee.

Rollovers By Non-Spouse Beneficiaries to Inherited Individual Retirement Plans. Effective for distributions made after December 31, 2006, to the extent any lump sum distribution is permitted by the Plan, if, with respect to any portion of a distribution from the Plan of a deceased Participant, a direct trustee-to-trustee transfer is made to an individual retirement plan (as described in Section 402(c)(8)(B) of the Code) established for the purposes of receiving the distribution on behalf of an individual who is a properly designed Beneficiary (as defined by Section 401 (a)(9)(E) of the Code) of the Participant and who is not the surviving Spouse of the Participant, such transfer shall be treated as an Eligible Rollover Distribution for purposes of this section. The individual retirement plan shall be treated as an inherited individual retirement account or individual retirement annuity.

No Withholding of eligible rollover distributions less than \$200: In accordance with Code Section 3405 (c) and the regulations adopted thereunder, the Plan shall not withhold tax from an Eligible Rollover Distribution for which a Direct rollover election was not made if the amount of the distribution is less than \$200.

ARTICLE 8 -- MISCELLANEOUS

Section 8.01 - 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 8.02 - Minimum Funding Standard Account. The Trustees shall maintain a minimum funding standard account in accordance with ERISA.

Section 8.03 - Merger or Transfer of Assets. In the case of any merger or transfer of assets to any other plan or trust, no Participant's or Beneficiary's accrued benefit will be lower immediately after the effective date of the merger or transfer than the benefit immediately before that date.

Section 8.04 - I.R.C. Section 432. Upon any certification by the Plan's actuary that the Plan is in "Endangered Status," "Seriously Endangered Status," "Critical Status" or "Critical and Declining Status", the Plan shall comply with the applicable sections of Code Section 432 and any regulations promulgated thereunder.

ARTICLE 9 – AMENDMENT AND TERMINATION

Section 9.01 - Amendment. This Plan may be amended at any time by the Board consistent with the provisions of the Trust Agreement. The procedure for amendment is as follows: By majority vote, or by the vote of a neutral umpire in the event the Trustees are deadlocked with respect to a proposed amendment to the Plan. The Trustees shall direct legal counsel to prepare an amendment to the Plan. 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 Fund under the Internal Revenue Code and to maintain compliance of the Plan with the requirements of ERISA;
- (b) If the amendment meets the requirements of Section 302(c)(8) of ERISA and Section 412(c) of the Internal Revenue 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; or
- (c) as required by law.

Section 9.02 - Termination of the Plan. It is expected that the Plan will be continued in effect indefinitely and that each Employer will continue to make Contributions required by the applicable collective bargaining agreement. Subject to the Trust Agreement, the Trustees reserve the right to institute proceedings to effect a partial or total termination of the Plan.

In accordance with applicable federal law, the Plan will be considered terminated by the occurrence of any of the following events:

- (a) The amendment of the Plan to provide that, after a specified date, all Participants will cease to accrue Credited Service;
- (b) The complete withdrawal (as defined in Section 4041A of ERISA) of every Employer; or
- (c) the amendment of the Plan to cause the Plan to become a defined contribution Plan.

In the event of a partial or total termination of the Plan, all benefits accrued to date of partial or total termination to the extent funded as of termination date shall be non-forfeitable to all Plan Participants, Beneficiaries, or former Participants who have not incurred a Permanent Break in Service.

Section 9.03 - Priorities on Total Termination. In the event of total termination, the assets then remaining in the Plan after providing for administrative expenses shall be allocated among Retirees, Beneficiaries, Participants, or former Participants who have not incurred a Permanent Break in Service in the following order:

- (a) First:
 - (1) In the case of the pension benefits of a Participant or Beneficiary who was in pay status as of the beginning of the three-year period ending on the

termination date of the Plan, to each such pension based on the provisions of the Plan (as in effect during the five-year period ending on such date) under which such Pension Benefit would be the least. The lowest Pension Benefit in pay status during the three-year period above shall be considered the Pension Benefit in pay status for such period.

- (2) In the case of a Participant or Beneficiary who would have been in pay status as of the beginning of such three-year period if the Participant had retired prior to the beginning of the three-year period and if the Participant's Pension Benefits had commenced (in the standard form) as of the beginning of such period, to each such Pension Benefit based on the provisions of the Plan (as in effect during the five-year period ending on such date) under which the Pension Benefits would be the least.
- (b) Second:
 - (1) To all other benefits (if any) of individuals under the Plan guaranteed under Title IV of ERISA (determined without regard to Section 4022(b)(5)).
 - (2) To additional benefits (if any) which would be determined under subparagraph (b)(1) above if Section 4022(b)(6) of ERISA did not apply.
- (c) Third:

To all other non-forfeitable benefits under the Plan.
- (d) Fourth:

To all other benefits under the Plan.

Section 9.04 - Procedures for Allocation Priority. Section 9.03 shall be administered as follows:

- (a) The amount allocated under any paragraph of Section 9.03 with respect to any benefit in Section 9.03 shall be properly adjusted for any allocation of assets with respect to that benefit under a prior paragraph of Section 9.03.
- (b) If the assets available for allocation under paragraphs (a)(1), (a)(2), and (b) of Section 9.03 are insufficient to satisfy in full the benefits of all individuals who are described in any one of such paragraphs, the assets shall be allocated pro-rata among such individuals on the basis of present value (as of the termination date) of their respective benefits described in such paragraph.
- (c) This paragraph applies if the assets available for allocation under paragraph (c) of Section 9.03 are not sufficient to satisfy in full the benefits of individuals described in that paragraph.
 - (1) If this paragraph applies, except as provided in the subparagraph immediately below, the assets shall be allocated to benefits described in paragraph (c) of Section 9.03 on the basis of the benefits of individuals which would have been described in such paragraph (c) under the Plan as

in effect at the beginning of the five-year period ending on the date of the Plan termination.

- (2) If the assets available for allocation under subparagraph (1) immediately above are sufficient to satisfy in full the benefits described in such subparagraph (without regard to this subparagraph), then for the purposes of subparagraph (1) above, benefits of individuals described in such subparagraph shall be determined on the basis of the Plan as amended by the most recent Plan amendment effective during such five-year period referred to in subparagraph (1) above under which the assets available for allocation are sufficient to satisfy in full the benefits of individuals described in subparagraph (1) above and any assets remaining to be allocated under subparagraph (1) above on the basis of the Plan as amended by the next succeeding Plan amendment effective during such period.

ARTICLE 10 – PRO RATA PENSIONS

Section 10.01 - Purpose. Pro Rata Pensions are provided under this Plan for Employees who would otherwise be ineligible for a pension because their years of employment have been divided between employment creditable under this Plan and employment creditable under another pension plan or whose pensions would otherwise be less than the full amount because of such division of employment.

Section 10.02 - Related Plans. By resolution duly adopted, the Board of Trustees may recognize another pension plan as a Related Plan.

Section 10.03 - Related Credit. The term “Related Credit” means years of service, or portions thereof, creditable to an Employee under a Related Plan, excluding, however, any Related Credit based on work of the type which, had it been performed under this Plan, would be Continuous Non-Covered Employment.

Section 10.04 - Combined Credited Service. The term “Combined Credited Service” means the total of an Employee’s Related Credit plus the Credited Service accumulated under this Plan (hereinafter referred to as “Plan Credited Service”).

Section 10.05 - Eligibility for a Pro-Rata Pension.

- (a) An Employee who is retired shall be eligible for a Pro-Rata Pension if he meets the following requirements:
 - (1) he would be eligible for any type of pension under this Plan were his Combined Credited Service treated as Plan Credited Service and he has earned Plan Credited Service, Related Credit, or Combined Credited Service during a minimum of ten Calendar Years, without a Permanent Break in Service; and
 - (2) he has worked at least three (3) contributory months since January 1, 1956.
- (b) Related Credit shall be considered in determining whether an Employee has

incurred a Break in Service as defined in Section 5.06.

However, once an Employee has left employment for which Contributions are made to this or a Related Plan, the determination as to whether he has had a Permanent Break in Service under this Plan shall be based solely on his Credited Service or Vesting Service earned under this Plan, and not upon his Combined Credited Service.

Section 10.06 - Amount of the Pro-Rata Pension. A Pro-Rata Pension shall be a monthly amount determined in the same way as the Regular, Early Retirement, or Disability Pension is determined under this Plan.

Section 10.07 - Payment. Payment of a Pro-Rata Pension shall be subject to all of the conditions applicable to the other types of pensions under this Plan.

ARTICLE 11 – EMPLOYER WITHDRAWAL LIABILITY

Section 11.01 - General. This Article sets forth rules applicable to the determination and payment of Employer Withdrawal Liability as established under the Multiemployer Pension Plan Amendments Act of 1980 (the “Act”), as amended by the Multiemployer Pension Reform Act of 2014. These rules shall apply to complete or partial withdrawals, as defined in the Act, occurring after February 2, 1981. The relevant provisions of the Act shall apply to any matter affecting an Employer’s withdrawal liability to the extent that rules determining such matter are not expressly set forth herein.

Section 11.02 - Calculation of Withdrawal Liability. The amount of the unfunded Vested Benefits, as defined in Section 4213(c) of ERISA, allocable to an Employer shall be the product of:

- (a) the Plan’s unfunded Vested Benefits as of the end of the Plan Year preceding the Plan Year in which the Employer withdraws, less the value as of the end of such year of all outstanding claims for withdrawal liability which can reasonably be expected to be collected from Employers withdrawing before such year, multiplied by:
- (b) a fraction:
 - (1) the numerator of which is the total amount required to be contributed by the Employer under the Plan for the last five Plan Years ending before the withdrawal; and
 - (2) the denominator of which is the total amount contributed under the Plan by all employers for the last five Plan Years ending before the withdrawal, increased by Employer Contributions owed with respect to earlier periods which were collected in those Plan Years, and decreased by any amount contributed to the Plan during those Plan Years by all Contributing Employers who withdrew from the Plan under this Article during those Plan Years.

For the initial Plan Year following the merger of the Plan with the Hotel & Restaurant Employees

Retirement plan on July 1, 2012, an Employer's proportional share of the unfunded vested benefits will be determined using the alternate method described in 29 CFR Section 4211.36(b), and an Employer's proportional share of the total unfunded vested benefits as of the close of the initial plan year will be allocated in accordance with 29 CFR Section 4211.36(d)(1). For this purpose, the initial Plan Year is considered the period April 1, 2013 through March 31, 2014.

Section 11.03 - Special Rules with Respect to Employer Contributions. For purposes of this Article, Employer Contributions will be considered "made," and amounts will be considered "contributed" for a Plan Year if they are made on account of employment rendered in such Plan Year, provided such Employer Contributions and amounts are paid to the Plan on or before the date used by the independent certified public accountant engaged by the Trustees pursuant to Section 103(a)(3) of ERISA in determining the total Employer Contribution to be reported on the Plan's Form 5500 for the Plan Year. Contributions and amounts paid to the Plan after such date will be considered made and contributed for the Plan Year in which they are paid.

Section 11.04 - Actuarial Assumptions. The actuarial assumptions which shall be used by the Plan's enrolled actuary in determining the unfunded Vested Benefits of the Plan for purposes of withdrawal liability shall be the same as those used for purposes of determining the Plan's compliance with the minimum funding standards of Section 412 of the Internal Revenue Code based on the assumptions in effect on the date of determination.

Section 11.05 - Payment of Withdrawal Liability.

- (a) Amount of payment:
 - (1) Except as provided in subparagraphs (2) and (4) below, and subsections (c) and (d) below, an employer shall pay the amount determined under Section 11.02 (appropriately adjusted for partial withdrawal as provided in Section 4206 of ERISA and de minimis reductions as provided in Section 4209(a) of ERISA), over the period of years necessary to amortize the amount in level annual payments determined under subparagraph (3) below, calculated as if the first payment were made on the first day of the Plan Year following the Plan Year in which the withdrawal occurs and as if each subsequent payment were made on the first day of each subsequent Plan Year. Such amortization period shall be determined based on actuarial assumptions used in the most recent actuarial valuation of the Plan in effect on the date of date of determination.
 - (2) In any case in which the amortization period described in subparagraph (1) above exceeds 20 years, the Employer's liability shall be limited to the first 20 annual payments determined in subparagraph (3) below.
 - (3) Except as provided in subparagraph (5) below, the amount of each annual payment shall be the product of:
 - (i) the average annual number of Months of Service for the three (3) consecutive Plan Years of the ten (10) consecutive Plan Years ending before the date of withdrawal in which the Employer had an

obligation to contribute for the greatest number of Months of Service, and

- (ii) the highest Contribution rate at which the Employer had an obligation to contribute under the Plan during the ten (10) Plan Years ending with the Plan Year in which the withdrawal occurs.

- (4) In the case of a withdrawal of all or substantially all Contributing Employers under the Plan, as described in Section 4219(c)(1)(D) of ERISA, subparagraph (2) above shall not apply, and total unfunded Vested Benefits shall be fully allocated among all such Employers according to regulations established by the Pension Benefit Guaranty Corporation (PBGC).
- (5) As described in Section 4219(c)(1)(E) of ERISA, the amount of annual payment may be adjusted in the event of a partial withdrawal.

- (b) Withdrawal liability shall be payable monthly, according to the schedule determined by the Trustees. Payment of withdrawal liability shall commence no later than 60 days after the date of demand therefor by the Trustees, notwithstanding any request for review or appeal.
- (c) An Employer shall be entitled to pre-pay any outstanding unpaid withdrawal liability, plus accrued interest, without penalty.
- (d) In the event that an employer fails to make any payment when due, interest, at a rate determined by the Trustees in accordance with PBGC regulations, shall accrue on the payment from the due date until the date the payment is made. An Employer shall be considered in default if such failure to make any payment is not cured within 60 days after the employer receives notice from the Trustees of such failure. In the event of a default, the outstanding amount of the withdrawal liability shall immediately become due and payable, together with accrued interest on the total outstanding liability from the due date of the first defaulted payment.

Section 11.06 - Temporary Contribution Periods.

- (a) A Contributing Employer who completely or partially withdraws from the Plan shall not be liable to the Plan for such withdrawal liability, provided the Employer:
 - (1) first had an obligation to contribute to the Plan after September 26, 1981;
 - (2) was under an obligation to contribute to the Plan for no more than five (5) consecutive Plan Years preceding the date of withdrawal;
 - (3) was required to contribute, for each such Plan Year, less than 2 percent of the sum of all Employer Contributions made to the Plan for each such year, and
 - (4) has never avoided withdrawal liability to the Plan because of this Section.

- (b) Subsection (a), above, shall become effective only if the ratio of Plan assets to benefit payments made, for the Plan Year preceding the first Plan Year for which the Employer was obligated to contribute, was at least 8 to 1.
- (c) Upon the withdrawal of an Employer and avoidance of withdrawal liability pursuant to Subsection (a), above, Participants who may have accrued Past Service under Section 5.02 of the Plan as a result of service with the Employer, shall not be credited with Past Service Pension Credit under the Plan for any purpose.

Section 11.07 - Arbitration of Withdrawal Liability Disputes.

- (a) Under Section 4221 of ERISA, disputes between an employer and the plan sponsor of a multi-employer plan concerning the plan sponsor's determination of the employer's withdrawal liability under Sections 4201 through 4219 and Section 4225 shall be resolved through arbitration proceedings conducted in accordance with fair and equitable procedures promulgated by the PBGC. The Trustees hereby incorporate by reference the Multiemployer Pension Plan Arbitration Rules sponsored by the International Foundation of Employee Benefit Plans, administered by the American Arbitration Association (AAA), and approved by the Pension Benefit Guaranty Corporation effective September 28, 1985.
- (b) A party initiating arbitration shall give notice to the other party of its intention to arbitrate under the rules of the AAA and shall file two copies of the notice with the Association setting forth a brief description of the dispute, the amount of money involved, if any, and the remedy sought. The remainder of the process is subject to the rules of the AAA.
- (c) The issues subject to arbitration may include but are not limited to the following:
 - (1) the determination of whether a withdrawal--complete or partial--has occurred;
 - (2) the amount of the employer's liability;
 - (3) the schedule of withdrawal liability payments; and
 - (4) the reasonableness of actuarial assumptions in the aggregate or whether a significant error was made in applying the actuarial assumptions or methods.
- (d) The selection of the arbitrator under the rules is made by the parties within 45 days after the arbitration is initiated or within such other period as is mutually agreed upon after the initiation of arbitration. Other time limits under the regulations may be waived or extended by mutual agreement of the parties.
- (e) The Pension Fund Manager will provide any party to arbitration of withdrawal liability with a copy of the AAA rules.

PART III **SUMMARY PLAN DESCRIPTION SUPPLEMENT**

The following information, together with the information contained in Parts I and II in this Booklet, form the Summary Plan Description under the Employee Retirement Income Security Act of 1974, as amended (“ERISA”), and related Acts. Please consider this information as an aid to your understanding of the Plan and its administration and regard Part II as the authoritative statement of the Plan. The Pension Plan was effective January 1, 1956 and has been amended from time to time. This Plan is restated as of January 1, 2015, with subsequent Amendment No. 1 dated May 29, 2015 (effective April 1, 2015), Amendment No. 2 dated March 15, 2017 (effective April 1, 2017), Amendment No. 3 dated June 9, 2017 (effective April 1, 2018), Amendment No. 4 dated March 26, 2018 (effective February 1, 2018) and Amendment No. 5 dated April 16, 2018 (effective April 1, 2018). Clarification No. 2 (dated December 16, 2015), Clarification No. 3 (dated February 5, 2016), Clarification No. 4 (dated January 26, 2018) and Clarification No. 5 (dated April 16, 2018) are incorporated into Part II of this document.

1. Name of Plan

San Francisco Culinary, Bartenders and Service Employees Pension Plan

2. Plan Administration, Name, Address, and Title of Board of Trustees

The Plan is administered by Trustees who have responsibility for the administration of the Plan.

Board of Trustees
San Francisco Culinary, Bartenders and Service Employees Pension Plan
1182 Market Street, Suite 320
San Francisco, CA 94102

The names, titles, and addresses of the Plan Trustees are:

Michael Casey, Union Trustee
c/o UNITE HERE! Local 2
209 Golden Gate Avenue
San Francisco, California 94102

Anand Singh, Union Trustee
c/o UNITE HERE! Local 2
209 Golden Gate Avenue
San Francisco, California 94102

Kim Wirshing, Union Trustee
c/o UNITE HERE! Local 2
209 Golden Gate Avenue
San Francisco, California 94102

Tina Chen, Union Trustee

c/o UNITE HERE! Local 2
209 Golden Gate Avenue
San Francisco, California 94102

Douglas Cornford, Employer Trustee
c/o Northwest Administrators, Inc.
1182 Market Street, Suite 320
San Francisco, California 94102

Robert Berger, Employer Trustee
c/o Northwest Administrators, Inc.
1182 Market Street, Suite 320
San Francisco, California 94102

Dean Lehr, Employer Trustee
c/o Northwest Administrators, Inc.
1182 Market Street, Suite 320
San Francisco, California 94102

3. The Pension Fund has an Internal Revenue Service Employer Identification Number (EIN) of 94-6118925. The Plan number is 001.

4. Type of Plan

The Plan is a collectively bargained, jointly trusted labor/management trust formed to provide defined pension benefits to eligible employees.

5. Authority to Terminate the Plan

The Board of Trustees reserves the right to change, modify, amend or terminate the Plan.

6. QDRO (Qualified Domestic Relations Order)

Upon request, Participants and Beneficiaries can obtain a free copy of the Plan's QDRO procedures from the Fund Manager.

7. Name, Address, and Telephone Number of Administrator (Fund Manager)

The Board of Trustees has engaged Northwest Administrators, Inc., to perform the routine administration of the Trust. Northwest Administrators, Inc. may be contacted at:

San Francisco Culinary, Bartenders and Service Employees Pension Plan
Administrative Office
c/o Northwest Administrators, Inc.
1182 Market Street, Suite 320
San Francisco, CA 94102
Telephone (844) 492-9157

8. Name and Address of Agent for Service of Legal Process. Northwest Administrators,

Inc.

San Francisco Culinary, Bartenders and Service Employees Pension Trust
1182 Market Street, Suite 320
San Francisco, CA 94102

Service of legal process may also be made upon a Plan Trustee.

9. A Description of the Relevant Provisions of any Applicable Collective Bargaining Agreement

The San Francisco Culinary Bartenders Pension Plan was established and continues as prescribed in various collective bargaining agreements between UNITE HERE! Local 2 or UNITE HERE Local 2850 and various Contributing Employers.

You may obtain a copy of the collective bargaining agreement under which you work upon written request to the Fund Manager. Copies are available for your examination at the Fund Office.

Participants and Beneficiaries may receive from the Fund Manager, upon written request, information as to whether a particular employer or employee organization is a sponsor of the Plan and, if the employer or employee organization is a Plan sponsor, and the sponsor's address.

Participants and Beneficiaries may also obtain from the Fund Manager a complete list of Employers sponsoring the Plan upon written request to the Fund Manager, or such list may be examined at the Fund Office.

10. Relevant Documents Available Upon Request

Upon request to the Fund Manager, the following documents are available to Participants:

- Current Plan document including any amendments
- Latest Summary Plan Description
- Current Trust agreement including any amendments
- Form 5500 (Annual Return/Report of Employee Benefit Plan)
- The Annual Funding Notice sent to participants for any Plan Year
- Audited financial statements of the Plan for any Plan Year
- Latest Funding Improvement or Rehabilitation Plan (if applicable) and the contribution schedules applicable with respect to such Funding Improvement or Rehabilitation Plan
- Any periodic actuarial report (including any sensitivity testing) received by the Pension Plan for any Plan Year which has been in the Plan's possession for at least 30 days

- Any quarterly, semi-annual, or annual financial report prepared for the Pension Plan by any investment manager or advisor or other fiduciary which has been in the plan's possession for at least 30 days
- Any application filed with the Secretary of the Treasury requesting an extension under section 304(d) of ERISA or section 431(d) of the Internal Revenue Code of 1986 and the determination of such Secretary pursuant to such application

11. Pension Benefit Guaranty Corporation (PBGC)

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

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

The maximum benefit that the PBGC guarantees is set by law. Under the multiemployer program, the PBGC guarantee equals a participant's years of service multiplied by (1) 100% of the first \$11 of the monthly benefit accrual rate; and (2) 75% of the next \$33. The PBGC's maximum guarantee, therefore, is \$35.75 per month times a participant's years of Credited Service.

The PBGC guarantee generally covers: (1) Normal and Early Retirement Benefits; (2) Disability Benefits if you become disabled before the plan becomes insolvent; and (3) certain benefits for your survivors.

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

For more information about the PBGC and the benefits it guarantees, ask your Fund Manager or contact the PBGC's Technical Assistance Division, 1200 K Street, N.W., Suite 930, Washington, D.C. 20005-4026 or P.O. Box 151750, Alexandria, VA 22315-1750 or call 202-326-4000 (not a toll-free number). TTY/TDD users may call the federal relay service toll-free at 1-800-877-8339 and ask to be connected to 202-326-4000. Additional information about the PBGC's pension insurance program is available through the PBGC's website on the Internet at <http://www.pbgc.gov>.

12. Pension Plan Years of Service Information

Past Service Pension Credit before the effective date of the Plan (January 1, 1956) is granted for each month for which a Contribution would have been made by your Employer if

there had been a plan in effect during that time. In addition, where the best available records of a Participant's past service are quarterly Social Security reports, a formula for granting credit is utilized. (See Section 5.02 of Part II).

Credited Service on and after the effective date of the Plan (January 1, 1956), if it is unbroken and without a Permanent Break in Service, is granted for each month for which a Contribution is payable by an Employer on account of service performed by you during that month. On and after April 1, 1986, no Credited Service or Vesting Service shall be given prior to becoming a Participant, except for the Contributions by which an Employee qualifies as a Participant. (See Section 5.03 of Part II)

For former participants of the Oakland Plan, Past Service Pension Credit and Future Service Pension Credit and Future Service Pension Credit for benefits earned for hours worked prior to July 1, 2012 shall be governed by the Oakland Plan document.

13. Source of Contributions to the Plan

The Plan is financed by Employer Contributions calculated pursuant to the various collective bargaining agreements between UNITE HERE Local 2, or UNITE HERE Local 2850 and Contributing Employers.

You may obtain a copy of the collective bargaining agreement under which you work from your Union and, upon written request, from the Fund Manager. Copies are available for your examination at the Fund Office. A supplemental source of financing is interest earned on the investment of trust funds and realized gains in the value of the assets owned.

14. Plan Fiscal Year

April 1 through March 31.

15. Statement of ERISA Rights

As a participant in the San Francisco Culinary, Bartenders, and Service Employees Pension Plan you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 ("ERISA"). ERISA provides that all plan participants shall be entitled to:

Receive Information About Your Plan and Benefits

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

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

Receive a summary of the plan's annual financial report. The plan administrator is required by law to furnish each participant with a copy of this summary annual report.

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

Prudent Actions by Plan Fiduciaries

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

Enforce Your Rights

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

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

Assistance with Your Questions

If you have any questions about your plan, you should contact the plan administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the plan administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W.,

Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Pension and Benefits Administration.

FUND MANAGER

San Francisco Culinary Bartenders and Service Employees Pension Plan
Administrative Office
c/o Northwest Administrators, Inc.
1182 Market Street, Suite 320
San Francisco, CA 94102
Telephone (844) 492-9157

CONSULTANT AND ACTUARY

RAEL & LETSON
2800 Campus Drive, Suite 150
San Mateo, CA 94403

LEGAL COUNSEL

LEONARD CARDER, LLP
1330 Broadway, Suite 1450
Oakland, CA 94612
Tel: (510) 272-0169
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Table 1

**EXAMPLES OF MONTHLY BENEFIT AMOUNTS BASED UPON
YEARS OF SERVICE AND BENEFIT LEVEL**

Benefit Level

| Years of Service | \$18.80 Benefit Level | \$25 Benefit Level | Permanent \$30 Benefit (Level IV) | Permanent \$35 Benefit (Level V) | 5 Year \$40 Window V Benefit | Permanent \$40 Benefit (Level VI) | 5 Year \$45 Window VI Benefit |
|------------------|-----------------------|--------------------|-----------------------------------|----------------------------------|------------------------------|-----------------------------------|-------------------------------|
| 5 | \$94.00 | \$125 | \$150 | \$175 | \$200 | \$200 | \$225 |
| 6 | \$112.80 | \$150 | \$180 | \$210 | \$240 | \$240 | \$270 |
| 7 | \$131.60 | \$175 | \$210 | \$245 | \$280 | \$280 | \$315 |
| 8 | \$150.40 | \$200 | \$240 | \$280 | \$320 | \$320 | \$360 |
| 9 | \$169.20 | \$225 | \$270 | \$315 | \$360 | \$360 | \$405 |
| 10 | \$188.00 | \$250 | \$300 | \$350 | \$400 | \$400 | \$450 |
| 11 | \$206.80 | \$275 | \$330 | \$385 | \$440 | \$440 | \$495 |
| 12 | \$225.60 | \$300 | \$360 | \$420 | \$480 | \$480 | \$540 |
| 13 | \$244.40 | \$325 | \$390 | \$455 | \$520 | \$520 | \$585 |
| 14 | \$263.20 | \$350 | \$420 | \$490 | \$560 | \$560 | \$630 |
| 15 | \$282.00 | \$375 | \$450 | \$525 | \$600 | \$600 | \$675 |
| 16 | \$300.80 | \$400 | \$480 | \$560 | \$640 | \$640 | \$720 |
| 17 | \$319.60 | \$425 | \$510 | \$595 | \$680 | \$680 | \$765 |
| 18 | \$338.40 | \$450 | \$540 | \$630 | \$720 | \$720 | \$810 |
| 19 | \$357.20 | \$475 | \$570 | \$665 | \$760 | \$760 | \$855 |
| 20 | \$376.00 | \$500 | \$600 | \$700 | \$800 | \$800 | \$900 |
| 21 | \$394.80 | \$525 | \$630 | \$735 | \$840 | \$840 | \$945 |
| 22 | \$413.60 | \$550 | \$660 | \$770 | \$880 | \$880 | \$990 |
| 23 | \$432.40 | \$575 | \$690 | \$805 | \$920 | \$920 | \$1,035 |
| 24 | \$451.20 | \$600 | \$720 | \$840 | \$960 | \$960 | \$1,080 |
| 25 | \$470.00 | \$625 | \$750 | \$875 | \$1,000 | \$1,000 | \$1,125 |
| 26 | \$488.80 | \$650 | \$780 | \$910 | \$1,040 | \$1,040 | \$1,170 |
| 27 | \$507.60 | \$675 | \$810 | \$945 | \$1,080 | \$1,080 | \$1,215 |
| 28 | \$526.40 | \$700 | \$840 | \$980 | \$1,120 | \$1,120 | \$1,260 |
| 29 | \$545.20 | \$725 | \$870 | \$1,015 | \$1,160 | \$1,160 | \$1,305 |
| 30 | \$564.00 | \$750 | \$900 | \$1,050 | \$1,200 | \$1,200 | \$1,350 |
| 31 | \$582.80 | \$775 | \$930 | \$1,085 | \$1,240 | \$1,240 | \$1,395 |
| 32 | \$601.60 | \$800 | \$960 | \$1,120 | \$1,280 | \$1,280 | \$1,440 |
| 33 | \$620.40 | \$825 | \$990 | \$1,155 | \$1,320 | \$1,320 | \$1,485 |
| 34 | \$639.20 | \$850 | \$1,020 | \$1,190 | \$1,360 | \$1,360 | \$1,530 |
| 35 | \$658.00 | \$875 | \$1,050 | \$1,225 | \$1,400 | \$1,400 | \$1,575 |