

**AMENDMENT NO. 10
TO THE SAN FRANCISCO CULINARY, BARTENDERS AND
SERVICE EMPLOYEES RESTATED PENSION PLAN**

WHEREAS, Article 9, Section 9.01 of the San Francisco Culinary, Bartenders and Service Employees Pension Plan ("Plan"), permits the Trustees to amend or modify this Plan;

WHEREAS, the Trustees, upon discussion at their meeting on July 29, 2022, decided to amend the Plan with respect to an extension of the Window VII benefit;

A. Effective September 1, 2022 Section 4.20 shall be amended as follows:

Section 4.20 – "Permanent \$45" 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, 2019, all Participants who had three months of Credited Service with a 4-Year Level VII Window Benefit Employer or a 6-Year Level VII Window Benefit Employer (as those terms are defined in Section 4.21(4) below) during the 2018-2019 Plan Year (April 1, 2018 through March 31, 2019) or anytime thereafter and who retire (for the first time) on or after April 1, 2019 will be eligible for a benefit level of \$45 per year of Credited Service (\$3.75 per month of Credited Service) for all years of Credited Service payable monthly, except that the Participant will not be entitled to the "Permanent \$45" benefit level for periods of Credited Service earned via employment with a Contributing Employer who is not a 4-Year Level VII Window Benefit Employer or a 6-Year Level VII Window Benefit Employer for hours worked after his or her last date of employment with a 4-Year Level VII Window Benefit Employer or 6-Year Level VII Window Benefit Employer, respectively.

Also, if a Pensioner retired prior to April 1, 2019 and is reemployed by a Contributing Employer on or after April 1, 2019, 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, 2019 (after any applicable adjustments based upon age at retirement and/or form of payment and any applicable adjustments in accordance with Section 7.08). Specifically, the portion of such Pensioner's accrued benefit earned prior to his or her initial retirement (prior to April 1, 2019) shall not be subject to recalculation or benefit improvement based upon the Pensioner's reemployment on or after April 1, 2019.

If a Pensioner retired on or after April 1, 2019 and is re-employed by a Contributing Employer on after April 1, 2019, his or her pension benefit, upon re-retirement, shall be calculated as set forth above. Such calculation shall take into account the provisions of this Section 4.20 and

Section 4.21 in determining the member's eligibility for a Window VII benefit.

B. Effective September 1, 2022, Section 4.21 of the Plan shall be amended as follows:

Section 4.21 – “4-Year \$50 Window VII” Benefit and “6-Year \$50 Window VII” 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, 2019, all Participants who had three months of Credited Service with a “4-Year Level VII Window Benefit Employer” (as that term is defined in Section 4.21(4) below) in the 2018-2019 Plan Year (April 1, 2018 through March 31, 2019) or anytime thereafter and who Terminate from Covered Employment (as defined in Section 4.21(5) below) or retire between April 1, 2019, and March 31, 2023 (including applications made on or prior to March 31, 2023 for an April 1, 2023 retirement date), will be eligible for a “4-Year \$50 Window VII” Benefit in the amount of \$50.00 per year of Credited Service (\$4.167 per month of Credited Service) for all years of Credited Service payable monthly, provided such Participant meets the additional requirements set forth below.

All Participants who had three months of Credited Service with a “6-Year Level VII Window Benefit Employer” (as that term is defined in Section 4.21(4) below) in the 2018-2019 Plan Year (April 1, 2018 through March 31, 2019) or anytime thereafter and who Terminate from Covered Employment (as defined in Section 4.21(5) below) or retire between April 1, 2019, and March 31, 2025 (including applications made on or prior to March 31, 2025 for an April 1, 2025 retirement date), will be eligible for a “6-Year \$50 Window VII” Benefit in the amount of \$50.00 per year of Credited Service (\$4.167 per month of Credited Service) for all years of Credited Service payable monthly, provided such Participant meets the additional requirements set forth below.

Note, however, Participants will not be entitled to the “4-Year \$50 Window VII” Benefit or “6-Year \$50 Window VII” Benefit, where applicable, for periods of Credited Service earned via employment with a Contributing Employer who is not a 4-Year Level VII Window Benefit Employer or 6-Year Level VII Window Benefit Employer for hours worked after their last date of employment with a 4-Year Level VII Window Benefit Employer or 6-Year Level VII Window Benefit Employer.

A member who qualifies for a Level VII benefit in Section 4.20 or Section 4.21 is deemed to work for either a 4-Year Level VII

Window Benefit Employer or a 6-Year Level VII Window Benefit Employer upon retirement as defined in 4.21(4) below.

- (2) For Participants returning to work after a Termination from Covered Employment, the “4-Year \$50 Window VII” Benefit shall only apply to Credited Service earned with a 4-Year Level VII Window Benefit Employer during the period of re-employment if a subsequent Termination from Covered Employment occurs between April 1, 2019 and March 31, 2023 or if the Participant retires (for the first time) during such period (including applications made on or prior to March 31, 2023 for an April 1, 2023 retirement date). If the Participant returns to work and incurs a subsequent Termination from Covered Employment after March 31, 2023 or retires (for the first time) after April 1, 2023 or the period of Credited Service earned during re-employment is with an Employer other than a 4-Year Level VII 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 4.21 (1) above.

For Participants returning to work after a Termination from Covered Employment, the “6-Year \$50 Window VII” Benefit shall only apply to Credited Service earned with a 6-Year Level VII Window Benefit Employer during the period of re-employment if a subsequent Termination from Covered Employment occurs between April 1, 2019 and March 31, 2025 or if the Participant retires (for the first time) during such period (including applications made on or prior to March 31, 2025 for an April 1, 2025 retirement date). If the Participant returns to work and incurs a subsequent Termination from Covered Employment after March 31, 2025 or retires (for the first time) after April 1, 2025 or the period of Credited Service earned during re-employment is with an Employer other than a 6-Year Level VII 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 4.21 (1) above.

- (3) For the purpose of establishing eligibility for the “4-Year \$50 Window VII” Benefit or “6-Year \$50 Window VII” Benefit established by this Section 4.21, 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 “4-Year Level VII Window Benefit Employer” is a Contributing Employer who has adopted a collective bargaining agreement with UNITE HERE Local 2 between August 14, 2018 and March 31, 2023 which reflects a monthly contribution of at least \$558.12 in effect by no later than the end of the agreement.

For purpose of this Plan, a “6-Year Level VII Window Benefit Employer” is a “4-Year Level VII Window Benefit Employer” who has further adopted a collective bargaining agreement extension with UNITE HERE Local 2 between September 1, 2022 and March 31, 2025 which includes an additional monthly contribution of at least \$24.64 (\$0.16 hourly) 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. 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 4.21, shall occur in any Plan Year in which a Participant earns no Credited Service or Future Service Pension Credit.

(6) The “4-Year \$50 Window VII” Benefit and “6-Year \$50 Window VII” Benefit provided by this Section 4.21 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 “4-Year \$50 Window VII” Benefit period or “6-Year \$50 Window VII” Benefit period shall not be deemed eligible for the “4-Year \$50 Window VII” Benefit or “6-Year \$50 Window VII” Benefit, respectively, as a result of a mandatory distribution required pursuant to Section 7.05 (f) below. However, Participants aged 70 ½ or older who (1) retired from employment or (2) Terminate Service during the “4-Year \$50 Window VII” Benefit period or “6-Year \$50 Window VII” Benefit period and for whom 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 “4-Year \$50 Window VII” Benefit rate or “6-Year \$50 Window VII” Benefit rate, as applicable.

(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 2013-2014 Plan Year (April 1, 2013 through March 31, 2014) with a Level VI Window Benefit Employer;
- b) The Participant suffered a Total Disability (as defined in Section 4.08 above) prior to April 1, 2019 and was therefore unable to perform bargaining unit work at any time on or after April 1, 2019;
- 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, 2019).

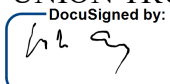
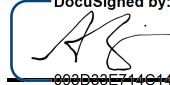
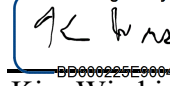
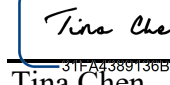
B. Effective September 1, 2022, Section 4.22 of the Plan shall be amended as follows:

Section 4.22 – Level V/VI/VII Window Benefit Employers - Retroactive Benefit Increases.

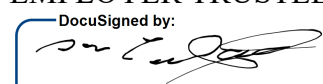
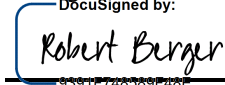

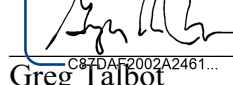
A Contributing Employer's status as a Level V Window Benefit Employer, Level VI Window Benefit Employer, 4-Year Level VII Window Benefit Employer or 6-Year Level VII Window Benefit Employer shall be determined at the time of a Participant's actual retirement or termination date, whichever is applicable. However, in the event a Contributing Employer becomes a Level V Window Benefit Employer, Level VI Window Benefit Employer, 4-Year Level VII Window Benefit Employer or 6-Year Level VII 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 – 4.21 as described herein provided the eligibility requirements under said section have been satisfied.

IN WITNESS WHEREOF, this Amendment has been executed by the Trustees on this 30th day of September 2022.

UNION TRUSTEES:

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 Michael Casey
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 Anand Singh
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 Kim Wirshing
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EMPLOYER TRUSTEES

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 Greg Talbot