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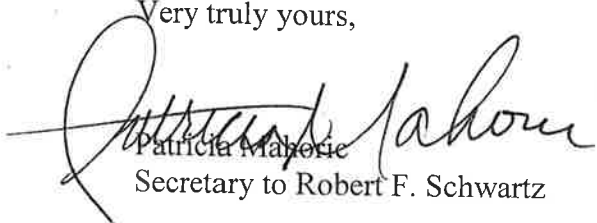
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Re: ***Steelworkers Western Independent Shops Pension Plan***

Dear Ms. Piro-Bosley and Mr. Herberich:

Please find attached an executed copy of the Steelworkers Western Independent Shops Pension Plan (Amended and Restated Effective October 1, 2009) and Amendment No. Ten to the Steelworkers Western Independent Shops Pension Plan (Amended and Restated Effective October 1, 2009) for your files.

Very truly yours,


Patricia Mahorie
Secretary to Robert F. Schwartz

pm

Enclosures

#1086981

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8/30/11
Copies given
to: Debbie,
Lisa & Karen
Pat

**STEELWORKERS WESTERN
INDEPENDENT SHOPS PENSION PLAN**

(Amended and Restated Effective October 1, 2009)

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RECITALS

**STEELWORKERS WESTERN
INDEPENDENT SHOPS PENSION PLAN**

(Amended and Restated Effective October 1, 2009)

The Steelworkers Western Independent Shops Pension Plan maintained by the Trustees of the United Steelworkers of America AFL-CIO, District 38 Pension Trust is hereby amended and restated in its entirety as of October 1, 2009, unless a different effective date is specified herein (the "Restated Plan") and shall supersede the provisions of the Steelworkers Western Independent Shops Pension Plan, as amended and restated effective October 1, 2000, and any amendments thereto (the "Prior Plan"). Prior to October 1, 2000, the Steelworkers Western Independent Shops Pension Plan was known as the "Steelworkers District 38 Independent Shops Pension Plan."

The Restated Plan shall be deemed a continuation of the Prior Plan and shall not be deemed to be a new plan; provided, however, that the provisions of the Restated Plan shall not apply to former employees who retired or who otherwise terminated their participation under the Prior Plan unless specifically stated otherwise. The benefits earned by such former employees shall continue to be governed by the provisions of the Prior Plan.

The principal purpose of this amendment and restatement is to maintain the qualification of the Restated Plan under the Internal Revenue Code of 1986, as amended by the Economic Growth and Tax Relief Reconciliation Act of 2001, the Job Creation and Worker Assistance Act of 2002, the Pension Funding Equity Act of 2004, the American Jobs Creation Act of 2004, the Katrina Emergency Tax Relief Act of 2005, the Gulf Opportunity Zone Act of 2005, the Pension Protection Act of 2006, and the U.S. Troop Readiness, Veterans' Care, Katrina Recovery, and Iraq Accountability Appropriations Act, 2007. It is also intended that the Restated Plan comply with the applicable provisions of the Employee Retirement Income Security Act of 1974, as amended.

This amendment and restatement shall not reduce the benefits accrued by any Employee under the provisions of the Prior Plan.

ARTICLE I
DEFINITIONS

- 1.1 "Accrual Computation Period" shall mean each October 1 through September 30.
- 1.2 "Actuarial Equivalent" shall mean, depending upon the context in which the term is used, either:
- (a) The dollar value on any specified date computed on the basis of the actuarial factors set forth in the Appendix attached hereto; or
 - (b) To the extent benefits are provided under a group annuity policy which is issued by an insurance company, the actuarial assumptions set forth in such policy or policies.
- 1.3 "Administrator" shall mean the Joint Board of Trustees designated and acting under the Trust Agreement.
- 1.4 "Beneficiary" shall mean the person or persons designated by a Participant as beneficiary under the provisions of this Plan.
- 1.5 "Benefit Accrual Units" shall have the meaning set forth in Article III.
- 1.6 "Break in Service" shall have the meaning set forth in Section 2.5.
- 1.7 "Code" shall mean the Internal Revenue Code of 1986, as amended.
- 1.8 "Collective Bargaining Agreement" shall mean an agreement entered into between an Employer and the Union wherein there is, among other things, specified the rate and manner of contributions of such Employer to the Fund on behalf of the Employees of the Employer, and which satisfies the requirements of Section 7701(a)(46) of the Code.
- 1.9 "Covered Employee" shall mean any Employee whose employment provides the basis for contributions to the Fund.
- 1.10 "Covered Service" shall mean service with an Employer as a Covered Employee. "Non-Covered Service" shall mean service with an Employer which is not covered Service. "Contiguous Non-Covered Service" shall mean Non-Covered Service with an Employer which precedes or follows a period of Covered Service with the same Employer and no quit, discharge or retirement occurs between such Covered Service and Non-Covered Service.
- 1.11 "Early Retirement Date" shall have the meaning set forth in Section 4.4.
- 1.12 "Effective Date" shall mean October 1, 1973.
- 1.13 "Employee" shall mean any person who qualifies as a common law employee of an Employer. "Employee" shall exclude leased employees within the meaning of

Sections 414(n)(2) and 414(o) of the Code without regard to whether they are covered by a plan maintained by their leasing organization described in Section 414(n)(5) of the Code.

- 1.14 "Employer" shall have the same meaning as set forth in the Trust Agreement. For purposes of this Plan, the term "Employer" shall also include an "Associated Employer" as that term is defined in the Trust Agreement.
- 1.15 "ERISA" shall mean the Employee Retirement Income Security Act of 1974, as amended.
- 1.16 "Fund" shall mean the trust fund established under the Trust Agreement for the Steelworkers District 38 Independent Shops Pension Plan, consisting of all property of whatsoever nature held by the Trustees derived from contributions of Employers and Associated Employers and increases, income, and increments thereof.
- 1.17 "Grace Period" shall mean the period following the date on which an Employee becomes a Participant in the Plan and during which he incurs less than five (5) consecutive one-year Breaks in Service. The Grace Period shall terminate on the last day of the Plan Year during which the Participant incurs the fifth (5th) consecutive one-year Break in Service.
- 1.18 "Hour of Service" shall mean each Hour of Covered Service and each Hour of Contiguous Non-Covered Service for which:
- (a) An Employee is directly or indirectly paid by, or entitled to payment from an Employer for the performance of duties; such hours shall be credited to an Employee for the computation period in which the duties were performed;
 - (b) An Employee is entitled to back pay, regardless of mitigation of damages, which has been either awarded or agreed to by an Employer; such hours shall be credited to an Employee for the computation period in which the award, agreement or payment is made; provided, however, that an Employee shall not be credited with hours under this subparagraph (b) if such Employee received credit for the same hours under subparagraph (a) above; and
 - (c) An Employee is directly or indirectly paid by or entitled to such payment from an Employer on account of a period of time during which no duties are performed (irrespective of whether the employee relationship has terminated) due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty, or leave of absence; such hours shall be credited in the computation period or periods in which the non-performance of duties occur; provided, however, that an Employee shall not be entitled to credit for such hours if such payment is made or due under a plan maintained solely for the purpose of complying with applicable workmen's compensation, or unemployment compensation or disability insurance laws, or a payment which solely reimburses an Employee for medical or medically related expenses incurred by such Employee. In the case of a payment which is made or due on account of a period during which an Employee performs no duties, and which results in the crediting

of hours under this subparagraph (c), or in the case of an award or agreement for back pay, to the extent that such award or agreement is made with respect to a period discussed in this subparagraph (c), the number of hours and the Plan Year or other computation period to which they are to be credited shall be determined in accordance with Sections 2530.200b-2(b) and (c) of Title 29 of the Code of Federal Regulations, which Sections are hereby incorporated herein by this reference; provided, however, that in the case of an Employee who is receiving disability benefits, no more than five hundred one (501) Hours of Service shall be credited under this subparagraph (c) to such Employee on account of any single continuous period of disability during which the Employee performs no duties whether or not such period occurs in a single computation period.

- (d) Without limiting the foregoing, in the case of a period of time during which no duties are performed by reason of the pregnancy of an Employee, by reason of the birth of a child of the Employee, by reason of the placement of a child with the Employee in connection with the adoption of such child for a period beginning immediately following such birth or placement, or for purposes of caring for such child for a period beginning immediately after the child's birth or placement, Hour of Service shall mean, solely for purposes of determining whether a Break in Service has occurred, each hour which otherwise would normally have been credited to such Employee but for such absence, or if such hours cannot be determined, eight (8) Hours of Service per day of such absence. No more than five hundred one (501) Hours of Service will be credited under this subparagraph (d) by reason of any such pregnancy or placement. These hours will be credited to the Employee for the computation period in which the absence from work begins if an Employee would be prevented from incurring a Break in Service in such computation period solely because the period of absence is treated as Hours of Service as provided in this paragraph; or otherwise, in the immediately following computation period. No Hours of Service will be credited to an Employee under this paragraph unless the Employee furnishes to the Administrator such timely information as the Administrator may reasonably require to establish that the absence from work is for reasons referred to in this subparagraph (d) and the number of days for which there was an absence.
- (e) An Employee shall also be credited with Hours of Service for employment with any entity which is a member of a controlled group of corporations as described in Section 414(b) of the Code, a group of trades or businesses under common control (whether or not incorporated) as described in Section 414(c) of the Code or an affiliated service group as defined in Sections 414(m) or 414(o) of the Code of which an Employer is a member.

1.19 "Normal Retirement Date" shall have the meaning set forth in Section 4.2.

1.20 "Participant" shall mean an Employee who meets the requirements for participation in the Plan as set forth in Article II and who is participating in the Plan in one of the categories set forth in Section 2.3.

- 1.21 “Pension Benefit Starting Date” shall mean the first day of the first period for which benefits are payable (whether due to disability or otherwise) under the terms of this Plan. In the case of a Pension Benefit Starting Date which occurs on or after the Participant’s Normal Retirement Date, such date shall also apply to additional accruals after such date. In the case of a Pension Benefit Starting Date which occurs prior to the Participant’s Normal Retirement Date, such date shall not apply to any additional accruals after such date.
- 1.22 “Plan” shall mean the Steelworkers Western Independent Shops Pension Plan.
- 1.23 “Plan Anniversary” or “Anniversary Date” shall mean each anniversary of the Effective Date of the Plan.
- 1.24 “Plan Year” shall mean each twelve (12) month period commencing on the Effective Date and each succeeding twelve (12) month period commencing on the Anniversary Date.
- 1.25 “Prior Plan” shall mean the plan of retirement benefits in effect prior to October 1, 2009.
- 1.26 “Restated Plan” shall mean the plan of retirement benefits in effect on and after October 1, 2009.
- 1.27 “Section 417 Applicable Interest Rate and Applicable Mortality Table”. The Applicable Interest Rate shall mean the annual rate of interest on 30-year Treasury securities for the month of August immediately preceding the beginning of the Plan Year in which the distribution is made. The Applicable Mortality Table shall mean the 1994 Group Annuity Reserving Table (“94 GAR”) as set forth in Revenue Ruling 2001-62, 2001-2 C.B. 632.

Effective October 1, 2008, the term Applicable Interest Rate shall mean the rate as defined in Section 417(e)(3)(C) of the Code and such regulations or other guidance as may be promulgated thereunder by the Secretary of the Treasury, and the term “Applicable Mortality Table” shall mean the table as defined in Section 417(e)(3)(B) of the Code and such regulations or other guidance as may be promulgated thereunder by the Secretary of the Treasury.

- 1.28 “Spouse” shall mean the person to whom the Participant is married under applicable State law as of the Pension Benefit Starting Date; provided, however, that if applicable Federal law prohibits the Plan from recognizing that person as the Participant’s Spouse for any purpose, then, for that purpose only, such person shall not be recognized as the Participant’s Spouse. A former Spouse shall be treated as the Spouse or surviving Spouse of a Participant to the extent provided under a qualified domestic relations order as defined in Section 414(p) of the Code. In the event the Participant is treated as having two or more surviving Spouses, the total amount to be paid as a survivor benefit under either the Qualified Joint and Survivor Annuity or the Qualified Preretirement Survivor Annuity shall not exceed the amount that would be paid if there were only one surviving Spouse; provided, however, that the amount payable shall be paid as an annuity based on the life of each such Spouse.

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- 1.29 "Trust Agreement" shall mean the Trust Agreement of the United Steelworkers of America, AFL-CIO, and the Participating Employers in Contractual Relations with the Union for a Pension Plan which became effective the first day of June 1966, together with any amendments thereto, including such rules, instructions or directions as may from time to time be adopted by the Trustees.
- 1.30 "Trustees" shall mean those trustees designated in the Trust Agreement and their successors in office. "Union trustees" means those Trustees designated by the Union. "Employer trustees" means those Trustees designated by the Subscribing Employers.
- 1.31 "Union" shall mean the United Steelworkers of America AFL-CIO, for and on behalf of its district, sub-districts locals, and any other labor organization which is a part of or affiliated with the United Steelworkers of America, AFL-CIO, and which is designated a "Union" by the Trustees.
- 1.32 "Vesting Computation Period" shall mean each October 1 through September 30.
- 1.33 "Vesting Credit" shall mean a unit of credit as described in Article VIII.

ARTICLE II
PARTICIPATION

2.1 Commencement of Participation

The participation by Employees of an Employer shall become effective when the group is accepted for participation by the Trustees. A Covered Employee who is a Union member shall become a Participant in the Plan on the date his Employer is first obligated to contribute to the Fund on his behalf with respect to the bargaining unit of which the Employee is then a member. Any other Covered Employee shall become a Participant in the Plan on the date his Employer is first obligated to contribute to the fund on his behalf.

2.2 Participation in Prior Plan

Each person who was participating in the Plan as it existed on September 30, 2009, shall continue to be covered under this Plan as a Participant in the same status as existed on September 30, 2009, and as defined in Section 2.3 unless otherwise specified herein.

2.3 Categories of Participation

Each person who has become a Participant by fulfilling the requirements stated in Section 2.1 or 2.2 shall be considered to be an Active Participant, an Inactive Participant, an Inactive Employee, an Active Vested Participant, an Inactive Vested Participant, a Terminated Nonvested Participant, a Terminated Vested Participant, a Disabled Participant or a Pensioner as follows:

(a) Active Participant

Any person who becomes a Participant in this Plan under Section 2.1 shall become an Active Participant. Any person who continues participating in this Plan under Section 2.2 shall be an Active Participant unless such person was not an Active Participant under the terms of the Plan as it existed on September 30, 2009.

(b) Inactive Participant

Each Active Participant who leaves Covered Service prior to accruing any vested benefits under the Plan but who has not incurred a one-year Break in Service shall become an Inactive Participant.

(c) Inactive Employee

Each Inactive Participant who incurs a one-year Break in Service but who has not permanently forfeited all benefits and service credits under Section 2.5 shall become an Inactive Employee.

(d) Active Vested Participant

Effective October 1, 1997, each Active Participant who is credited with five (5) or more Vesting Credits (or two (2) or more Vesting Credits if the vesting schedule contained in Section 13.5 is applicable with respect to such Participant) shall become an Active Vested Participant.

(e) Inactive Vested Participant

Effective October 1, 1997, each Active Participant who leaves Covered Service and who is credited with five (5) or more Vesting Credits (or two (2) or more Vesting Credits if the vesting schedule contained in Section 13.5 is applicable to such Participant) shall become an Inactive Vested Participant. An Inactive Participant who is employed in Contiguous Non-Covered Service shall also become an Inactive Vested Participant if he accrues a vested benefit under the Plan after becoming an Inactive Participant.

(f) Terminated Non-Vested Employee

Each Active Participant and each Inactive Employee whose benefits and service credits are permanently forfeited under Section 2.5 shall become a Terminated Non-vested Employee.

(g) Terminated Vested Participant

Upon the termination of the Grace Period, each Active Vested Participant and each Inactive Vested Participant shall become a Terminated Vested Participant unless such Participant is then a Disabled Participant or a Pensioner.

(h) Disabled Participant

Any Participant who becomes Totally and Permanently Disabled as described in Section 5.2 and who satisfies the requirements set forth in Section 5.1 shall become a Disabled Participant and shall be entitled to receive a disability benefit. Any person receiving disability benefits under the Plan on September 30, 2009, shall be covered under this Plan as a Disabled Participant and shall continue to receive monthly disability benefits in the same amount and form as he was receiving prior to October 1, 2009.

(i) Pensioner

Each Active Participant, Active Vested Participant, Inactive Vested Participant and Terminated Vested Participant who retires under Article IV and receives benefits hereunder shall become a Pensioner.

The status of an individual as a Participant hereunder shall cease upon the death of the Participant, at which time a benefit may be payable under Article VI.

2.4 Participant Bound by Terms of Plan

Each Participant shall be deemed conclusively and for all purposes to have assented to the terms of the Plan and shall thereby be bound with the same force and effect as if he had executed it as a party thereto.

2.5 Break in Service

A one-year Break in Service shall occur whenever an Employee fails to complete at least four hundred fifty (450) Hours of Service in a Plan Year. If an Employee incurs five (5) or more consecutive one-year Breaks in Service prior to accruing any vested benefit under the Plan, and if the number of his consecutive one-year Breaks in Service equals or exceeds the number of his years of pre-break service, his pre-break service and the pre-break Employer contributions required to be made on his behalf, shall not be counted for any purpose under the Plan in the event of his return to service with the Employer.

If an Employee incurs five (5) or more consecutive one-year Breaks in Service prior to accruing any vested benefit under the Plan, and if he returns to service and the number of his consecutive one-year Breaks in Service is less than the number of his years of pre-break service, his pre-break and post-break service and the pre-break and post-break Employer contributions required to be made on his behalf shall be aggregated for all purposes under the Plan. Such Employee shall commence participation in the Plan immediately upon his re-employment, provided he is a Covered Employee when he returns to service with an Employer.

If an Employee incurs five (5) or more consecutive one-year Breaks in Service after having accrued a vested benefit and subsequently returns to service with the Employer, his pre-break and post-break service and the pre-break and post-break Employer contributions required to be made on his behalf shall be aggregated for all purposes under the Plan. Such Employee shall commence participation in the Plan immediately upon his re-employment, provided he is a Covered Employee when he returns to service with an Employer.

For purposes of determining pre-break service, for each twelve-consecutive-month period of continuous employment with an Employer before the date the Employer first became bound to contribute to the Fund, an Employee shall receive one (1) year of pre-break service. For service after an Employer became bound to contribute to the fund, but prior to October 1, 1976, an Employee shall receive one year of pre-break service for each calendar year in which he earned one quarter (1/4) benefit unit. For service after October 1, 1976, an Employee shall receive one year of pre-break service for each Vesting Computation Period in which he is credited with one thousand (1,000) or more Hours of Service; provided, however, that if an Employee is credited with at least four hundred fifty (450) hours, but less than one thousand (1,000) hours, fractional years of pre-break service shall be credited in the proportion that the number of hours credited bears to one thousand (1,000). Periods during which an Employee was (a) on active duty in the Armed Forces of the United States, or (b) receiving a disability benefit shall not be

taken into consideration for purposes of determining whether a Break in Service has occurred.

For purposes of this Section 2.5, the aggregate number of years of service before a Break in Service shall be deemed not to include any years of service not required to be taken into account by reason of any prior Break in Service. Service not taken into account by virtue of the provisions of the Prior Plan shall not be taken into account under the provisions of the Restated Plan.

2.6 Military Service

Notwithstanding any provision in this Plan to the contrary, contributions, benefits and service credit with respect to qualified military service (as defined in Code section 414(u)) will be provided to the extent required by Code section 414(u). If a Participant dies on or after January 1, 2007 while performing such qualified military service, that Participant shall be treated, to the extent required by Code section 401(a)(37) and such regulations or other guidance as may be promulgated thereunder by the Secretary of the Treasury, as if he had returned to employment with his most recent Employer on the day immediately preceding the date of his death, and then terminated employment on account of death.

ARTICLE III
BENEFIT ACCRUAL UNITS

3.1 Benefit Accrual Units for Service Prior to the Date an Employer First Became Bound to Make Contributions to the Fund

One Benefit Accrual Unit shall be credited for each twelve-consecutive-month period of continuous employment with an Employer before the date the Employer first became bound to contribute to the Fund, provided that the Employee was in Covered Service on such date. Each plant or unit of a multi-plant Employer must be considered separately.

It is the intention of the Trustees to grant Benefit Accrual Units to those Employees who have been actively employed by an Employer in the years immediately preceding the date the Employer first became bound to contribute to the Fund. An Employee who was not actively employed by an Employer on such date shall be granted credit only if the Employee's absence was due to:

- (a) service in the Armed Forces of the United States, provided the person returns to employment with the Employer within the re-employment period prescribed by applicable Federal laws and Regulations;
- (b) authorized leave of absence, provided the person returns to employment with the Employer within one (1) year of the date the Employer first became bound to make contributions to the Fund; or
- (c) lay-off, provided the person returns to employment with the Employer within one (1) year of the date the Employer first became bound to make contributions to the Fund.

3.2 Benefit Accrual Units for Service After the Date an Employer First Became Bound to Make Contributions to the Fund

For service after the date an Employer first became bound to make contributions to the Fund, Benefit Accrual Units and fractions thereof shall be determined according to the number of Hours of service in each Plan Year for which contributions are made to the Fund on the Participant's behalf.

For the Period up to October 1, 1976:

<u>Hours in Plan Year for which contributions are made to the Fund</u>	<u>Benefit Accrual Unit for Plan Year</u>
Less than 450	0
450 - 899	¼
900 - 1349	½
1350 - 1799	¾
1800 and over	1

For the Period Commencing October 1, 1976:

One Benefit Accrual Unit shall be earned for each Accrual Computation Period during which a Participant is credited with eighteen hundred (1,800) or more Hours of Covered Service. For each Accrual Computation Period during which such Participant is credited with at least four hundred fifty (450) but fewer than eighteen hundred (1,800) Hours of Covered Service, a fraction of one (1) Benefit Accrual Unit shall be earned. This fraction shall have a numerator equal to the number of Hours of Covered Service completed during the Accrual Computation Period, and a denominator equal to eighteen hundred (1,800), computed to two (2) decimal places.

For the Period Commencing October 1, 1983:

Effective as of October 1, 1983, benefits shall accrue in accordance with Section 4.3(d).

ARTICLE IV
RETIREMENT BENEFITS

4.1 General

The amount of benefits payable under this Plan to Employees of the same age with the same number of accrual units may be different because their Employers' contributions to the Fund may have been at different rates. The contribution rates are as negotiated between the Union and each Employer, or as agreed upon between other Employers and the Trustees.

4.2 Eligibility for a Normal Pension Benefit

Each Participant under this Plan who retires on his Normal Retirement Date may elect a benefit on such date subject to the conditions contained herein. The Normal Retirement Date of a Participant shall be the first day of the month coinciding with or immediately preceding the later of:

- (a) The date the Participant attains age sixty-five (65); or
- (b) The earlier of:
 - (i) The date the Participant has been credited with at least ten (10) Benefit Accrual Units, at least one (1) of which was credited while a Participant in the Plan;
 - (ii) Effective October 1, 1997, the date the Participant has been credited with at least five (5) Vesting Credits;
 - (iii) The date which is ten (10) years following the date the Participant commenced participation in the Plan; or
 - (iv) Effective October 1, 1988 and only with respect to service performed on or after that date, the date which is five (5) years following the date the Participant commenced participation in the Plan.

4.3 Amount of Normal Pension Benefit

Except as provided in subparagraph (d), the Normal Pension Benefit will be based on the average of the contribution rates in effect during the sixty (60) month period of participation immediately preceding the Participant's Normal Retirement Date, or his most recent months of participation, if fewer, rounded to the next higher multiple of \$.025, if the average amount is not already an exact multiple.

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- (a) For the Participants who retired on or after October 1, 1976 and before October 1, 1982, the amount of the monthly payment under the normal benefit form shall be determined according to the Normal Pension Benefit schedule below, subject to the maximum monthly pension:

<u>Five Year Average Contribution Rate</u>		<u>Normal Monthly Pension Amount</u>	
<u>Hourly</u>	<u>Weekly</u>	<u>Per Each Benefit Accrual Unit</u>	<u>Maximum Monthly Pension</u>
\$0.050	\$2.00	\$2.00	\$ 50.00
0.075	3.00	3.00	75.00
0.100	4.00	4.00	100.00
0.125	5.00	5.00	125.00
0.150	6.00	6.00	150.00
*	**	***	****

- * Increasing in steps of \$0.025 per hour
- ** Increasing in steps of \$1.00 per week
- *** Increasing in steps of \$1.00
- **** Increasing in steps of \$25.00

- (b) For Participants who retire on or after October 1, 1982 and who are not credited with at least one Hour of Service on or after October 1, 1983, the monthly payment under the normal benefit form shall be determined according to the Normal Pension Benefit schedule below, subject to the maximum monthly pension:

<u>Five Year Average Contribution Rate</u>		<u>Normal Monthly Pension Amount</u>	
<u>Hourly</u>	<u>Weekly</u>	<u>Per Each Benefit Accrual Unit</u>	<u>Maximum Monthly Pension</u>
\$0.050	\$2.00	\$2.00	\$ 60.00
0.075	3.00	3.00	90.00
0.100	4.00	4.00	120.00
0.125	5.00	5.00	150.00
0.150	6.00	6.00	180.00
*	**	***	****

- * Increasing in steps of \$0.025 per hour
- ** Increasing in steps of \$1.00 per week
- *** Increasing in steps of \$1.00
- **** Increasing in steps of \$30.00

- (c) For Participants who perform at least one (1) Hour of Service and retire on or after October 1, 1983, the normal monthly pension amount shall be calculated in

accordance with subparagraph (b); provided, however, that in calculating such benefit, the restriction set forth in subparagraph (b) on the amount of Normal Pension Benefits to a maximum monthly pension is removed. The amount of normal pension shall apply with respect to Hours of Service performed prior to October 1, 1983 and will be calculated based upon the average contribution rate in effect during the sixty (60) month period of participation immediately preceding the Participant's Normal Retirement Date, or his most recent months of participation, if fewer, ending prior to October 1, 1983.

- (d) For Plan Years beginning after September 30, 1983, the normal monthly pension amount will be the sum of:
- (i) The normal monthly pension amount earned to October 1, 1983 calculated under subparagraph (c); and
 - (ii) An amount equal to three percent (3%) of Employer contributions required to be made to the Plan on behalf of the Participant for Hours of service credited between October 1, 1983 and May 30, 2000; and
 - (iii) An amount equal to three percent (3.5%) of Employer contributions required to be made to the Plan on behalf of the Participant for Hours of service credited between June 1, 2000 and September 30, 2003; and
 - (iv) An amount equal to 1.19% of Employer contributions required to be made to the Plan on behalf of the Participant for Hours of service credited after September 30, 2003.

Notwithstanding any provision of the Plan to the contrary, any Employer contributions required to be made to the Plan on behalf of the Participant for Hours of Service credited after September 30, 2005 in an amount that is directly attributable to a rate of Employer contributions that is greater than the rate of Employer contributions required on September 30, 2005 will not be used to determine the normal monthly pension amount under this Section 4.3(d).

Notwithstanding any provision of the Plan to the contrary, a Participant's normal monthly pension amount shall not be based on any Hours of Service credited after September 30, 2005 with an Employer that did not execute the Agreement for Additional Contributions to the Steelworkers Western Independent Shops Pension Trust.

- (e) For participants employed with Oremet as of April 1, 1997 who have completed at least one Hour of Service as of April 1, 1997, the normal monthly pension amount will be calculated as follows beginning effective April 1, 1997: the normal monthly pension amount will be the sum of:
- (i) The normal monthly pension amount earned to April 1, 1997 calculated under subparagraphs (c) and (d); and

- (ii) An amount equal to three and one-quarter percent (3.25%) of Employer contributions required to be made to the Plan on behalf of the Participant for Hours of Service credited between April 1, 1997 and September 30, 2003; and
- (iii) An amount equal to 1.105% of Employer contributions required to be made to the Plan on behalf of the Participant for Hours of Service credited after September 30, 2003.

Notwithstanding any provision of the Plan to the contrary, any Employer contributions required to be made to the Plan on behalf of the Participant for Hours of Service credited after September 30, 2005 in an amount that is directly attributable to a rate of Employer contributions that is greater than the rate of Employer contributions required on September 30, 2005 will not be used to determine the normal monthly pension amount under this Section 4.3(e).

Notwithstanding any provision of the Plan to the contrary, a Participant's normal monthly pension amount shall not be based on any Hours of Service credited after September 30, 2005 with an Employer that did not execute the Agreement for Additional Contributions to the Steelworkers Western Independent Shops Pension Trust.

- (f) For participants employed with Oremet as of April 1, 1997 who have completed at least one Hour of Service as of April 1, 1997, the normal monthly pension amount will be calculated as follows beginning effective April 1, 1997: the normal monthly pension amount will be the sum of:
 - (i) The normal monthly pension amount earned to April 1, 1997 calculated under subparagraphs (c) and (d); and
 - (ii) An amount equal to three and one-quarter percent (3.25%) of Employer contributions required to be made to the Plan on behalf of the Participant for Hours of Service credited after April 1, 1997.
- (g) If the Plan becomes Top-Heavy as described in Article XIII, certain minimum benefits may become applicable pursuant to that Article.
- (h) Effective February 2, 1993, a Participant's right to his Normal Pension Benefit is nonforfeitable upon his Normal Retirement Date.

4.4 Eligibility for an Early Pension Benefit

Each Participant may elect an Early Pension Benefit subject to the conditions contained herein.

The Early Retirement Date of a Participant shall be the first day of the month coinciding with or next following the later of:

- (a) The date the Participant attains age fifty-five (55);
- (b) The date a Participant has been credited with at least ten (10) Benefit Accrual Units under Article III, at least one (1) of which was credited while a Participant was in the Plan; or
- (c) Effective October 1, 1997, the date the Participant has been credited with at least five (5) Vesting Credits.

Any Inactive Vested or Terminated Vested Participant who has satisfied the service requirement for an Early Pension Benefit but who has not attained age fifty-five (55) may elect an Early Pension Benefit when he attains age fifty-five (55) subject to the conditions contained herein.

4.5 Amount of Early Pension Benefit

The amount of Early Pension Benefit shall be the amount of the Normal Pension Benefit to which the Participant would have been entitled if he had then attained his Normal Retirement Date, reduced by one-half of one percent (0.5%) for each month by which the effective date of the Participant's Early Pension Benefit precedes his Normal Retirement Date had he remained employed.

4.6 Eligibility for Deferred Normal Pension Benefit

If a Participant's service terminates for reasons other than death or Total and Permanent Disability, such Participant shall be entitled to a Deferred Normal Pension Benefit commencing on the first day of the month coinciding with or immediately preceding the date such Participant attains age sixty-five (65) provided such Participant has been credited with at least five (5) Vesting Credits. The amount of the Deferred Normal Pension Benefit shall be the amount of the normal pension earned by the Participant as of the date benefit payments are to commence.

4.7 Early Commencement of Deferred Normal Pension Benefit

A Participant who is eligible to elect a Deferred Normal Pension may elect to change the Pension Benefit Starting Date of the Deferred Normal Pension to the first day of a month following the date the election is made, except that the Participant may not elect a Pension Benefit Starting Date which is before his fifty-fifth (55th) birthday or after his sixty-fifth (65th) birthday. In the event of such a change, each monthly payment shall be the amount of the Deferred Normal Pension Benefit to which the Participant would have been entitled if he had received a Deferred Normal Pension Benefit, reduced by one-half of one percent (0.5%) for each month by which the effective date of the early commencement of the benefit precedes the date the Deferred Normal Pension Benefit would have commenced.

4.8 Interaction with Top-Heavy Vesting Schedule

If a Participant whose employment is not governed by the terms of a Collective Bargaining Agreement terminates service for reasons other than death or Total and Permanent Disability, the vesting schedule contained in Section 13.5 may apply for purposes of determining whether such Participant is entitled to a Deferred Normal Pension.

4.9 Deferred Retirement of an Active or Active Vested Participant

Subject to Section 7.7, any Active Participant or any Active Vested Participant may elect to defer his retirement and to remain in the service of his Employer after his Normal Retirement Date. In this event, payment of deferred retirement benefits to any such Active or Active Vested Participant shall commence at his deferred retirement date, which shall be the first day of any month coincident with, or next following, the date stipulated by the Participant as his retirement date, provided he has complied with the provisions of Article VII with respect to application for pension benefits. The amount of the deferred retirement benefit shall be the greater of (a) the Actuarial Equivalent of the benefit accrued at Normal Retirement Date or (b) the benefit accrued on the Participant's deferred retirement date.

4.10 Consent to Receive Benefits Prior to Normal Retirement Age

If the present value of a Participant's nonforfeitable benefit exceeds five thousand dollars (\$5,000.00), no amounts shall be distributed to the Participant prior to the Participant's Normal Retirement Date unless, (a) the Participant (and the Participant's Spouse if the benefit is to be distributed in a form other than a Qualified Joint and Survivor Annuity) consents in writing to receive the benefit after he receives the notice under (b) below and within ninety (90) days before the Pension Benefit Starting Date and (b) the Participant has received, no less than thirty (30) days and no more than ninety (90) days before the Participant's Pension Benefit Starting Date, a general description of the material features and an explanation of the relative values of the benefits available under Article VII, the right to defer receipt of distributions, and the consequences of not exercising the right to defer receipt of distributions. The present value of a Participant's benefit shall be determined by using an interest rate equal to one half of one percent (0.5%) less than the interest rate used by the Pension Benefit Guaranty Corporation to value immediate annuities for plans terminating on or after the July 1 of the Plan Year preceding the Plan Year in which the distribution is made but in no event greater than the rate used by the Pension Benefit Guaranty Corporation to value immediate annuities for plans terminating as of the first day of the Plan Year that contains the proposed distribution date. Notwithstanding the preceding sentence, the Section 417 Applicable Interest Rate must be used if it would produce a greater benefit. The present value of the Participant's benefit shall be determined using the Applicable Mortality Table.

Effective October 1, 1997, the Pension Benefit Starting Date for a distribution in a form other than a Qualified Joint and Survivor Annuity may be less than thirty (30) days after receipt of the written explanation described above provide: (a) the Participant has been

provided with information that clearly indicates that the Participant has at least thirty (30) days to consider whether to waive the Qualified Joint and Survivor Annuity and elect (with spousal consent) a form of distribution other than a Qualified Joint and Survivor Annuity; (b) the Participant is permitted to revoke any affirmative distribution election at least until the annuity starting date or, if later, at any time prior to the expiration of the seven (7) day period that begins the day after the explanation of the Qualified Joint and Survivor Annuity is provided to the Participant; and (c) the Pension Benefit Starting Date is a date after the date that the written explanation was provided to the Participant.

4.11 Limitations on Benefits

- (a) General limitation. Notwithstanding any provision of this Plan to the contrary, the maximum annual benefit payable under the Plan shall not exceed the limitations contained in Section 415 of the Internal Revenue Code, which is incorporated herein by reference.
- (b) Compensation. For purposes of this Section, Compensation shall be determined under Code Section 415(b)(3) and the Treasury Regulations Section 1.415(c)-2(a) and (b).
- (c) Effective Date. The provisions of this Section 4.11 became effective on October 1, 1991 for Participants whose employment is governed under the terms of a Collective Bargaining Agreement in effect before March 1, 1986 and October 1, 1987 for all other Participants.

ARTICLE V
DISABILITY BENEFITS

5.1 Disabled Participants

If a Participant becomes Totally and Permanently Disabled on or after the date such Participant:

- (a) Has earned at least fifteen (15) Benefit Accrual Units, at least one of which was earned while a Participant in the Plan, or effective as of October 1, 1985, has been credited with at least fifteen (15) Vesting Credits under Article VIII, and
- (b) Has been Totally and Permanently Disabled for a continuous period of at least five (5) months,

then such disabled Participant shall be entitled to elect a Disability Benefit provided such disabled Participant is not entitled to elect any other benefit which is greater than the benefit which would be provided under this Section 5.1, and subject to the other conditions contained herein. The Disability Benefit shall be the amount developed by the benefit formula in Section 4.3 of the Plan as of the date the Participant's disability is determined to be total and permanent.

5.2 Determination of Disability

A Participant shall be Totally and Permanently Disabled if the Trustees, in their sole and absolute discretion, determine on the basis of medical evidence that the Participant is totally unable, as a result of bodily injury or disease, to engage in or perform, the duties of his own occupation or an occupation for which he is reasonably suited by reason of previous experience or for which he may be trained and which is permanent and continuous for the remainder of such Participant's life. A Participant applying for a disability pension shall substantiate his disability by competent medical proof and may be required to submit to an examination by a physician or physicians selected by the Trustees. Such proof may include, but shall not necessarily be limited to, a determination by the Social Security Administration that the Participant is entitled to receive disability benefits under the Social Security Act and any amendments thereto or would have been entitled to such benefits except for having insufficient quarters of coverage to be eligible for such benefit. In addition, he may be required to submit to re-examination periodically, as the Trustees may direct.

5.3 Duration and Form of Disability Benefit

Except as provided in Section 7.5, a disability benefit shall be payable in monthly installments through the first day of the month preceding the earliest of:

- (a) The date of the Participant's death;

- (b) The date the Trustees determine that the Participant is no longer Totally and Permanently Disabled; or
- (c) The Participant's Normal Retirement Date.

If a Participant's disability benefit is payable in monthly installments and such benefit ceases because of the death of the Participant and the disability benefit commenced on or after the date the Participant attained the Qualified Early Retirement Age, monthly payments equal to fifty percent (50%) of the amount payable to the Participant shall continue to his surviving Spouse during her lifetime provided the Participant and his Spouse were married to each other throughout the twelve (12) month period ending on the date the disability benefit commenced. In the case of a Participant who is credited with an Hour of service or an hour of paid leave on or after August 23, 1984, and who begins to receive his monthly disability benefit on or after October 1, 1987, and who dies after such payments commence, monthly payments equal to fifty percent (50%) of the amount payable to the Participant shall continue to his surviving Spouse for life whether or not such Participant's disability benefit commenced on or after the Qualified Early Retirement Age, provided the Participant and his Spouse were married to each other throughout the twelve (12) month period ending on the later of the date the Participant's disability benefit commenced or the date of the Participant's death. A Participant who marries within the twelve (12) month period prior to the date his disability benefit begins shall notify the Administrator when he has been married for a twelve (12) consecutive month period.

The Qualified Early Retirement Age shall be the latest of:

- (a) The Early Retirement Date;
- (b) The first day of the 120th month before the Participant reaches his Normal Retirement Date; or
- (c) The date the Participant begins participation in the Plan.

In the event a married Participant's monthly disability benefit ceases because the Participant has met the requirements for a Normal Pension Benefit as set forth in Section 4.2, his monthly disability benefit shall be converted to a Qualified Joint and Survivor Annuity unless a valid election to waive that form of benefit is made in accordance with Section 7.3. Each monthly payment under the Qualified Joint and Survivor Annuity or under any optional form of benefit selected by the Participant shall equal the greater of (a) the Participant's Normal Pension Benefit or (b) the Actuarial Equivalent of the amount the Participant was receiving as a monthly disability benefit provided the Participant remains retired. In the case of an unmarried Participant whose monthly benefits cease because the Participant has met the requirements for a Normal Pension Benefit as set forth in Section 4.2, each monthly payment under the form of his disability benefit or under any optional form of benefits selected by the Participant shall equal the greater of (a) the Participant's Normal Pension Benefit or (b) the Actuarial Equivalent of the amount the Participant was receiving as a monthly disability benefit

provided the Participant remains retired. In the event a Participant's monthly disability benefit ceases because the Trustees have determined that the Participant is no longer Totally and Permanently Disabled and as of such date the Participant has not met the requirements for a Normal Pension Benefit as set forth in Section 4.2 but has met the requirements for an Early Pension Benefit as set forth in Section 4.4, the Participant shall be entitled to elect an Early Pension Benefit, reduced by the disability benefit previously paid, provided he does not return to service with an Employer.

ARTICLE VI
DEATH BENEFITS

6.1 Preretirement Spousal Survivor Benefits

- (a) Except as provided in paragraph (b) below and in Section 6.3, in the case of a Participant who attains the Qualified Early Retirement Age as defined in Section 7.6 and who dies on or before his Normal Retirement Date while employed by an Employer, the Participant's surviving Spouse shall receive a survivor annuity provided the Participant and his Spouse were married to each other through the twelve-consecutive-month period ending on the date of the Participant's death. Payments under the survivor annuity shall equal the payments which would have been made under a Qualified Joint and Survivor Annuity with a 50% continuation of payments for the surviving Spouse if the Participant had retired on the day before his death.
- (b) Notwithstanding the provisions of subparagraph (a) above, the surviving Spouse of a Pensioner, an Active Vested Participant, an Inactive Vested Participant, or a Terminated Vested Participant who is credited with an Hour of service on or after August 23, 1984, who dies before his Pension Benefit Starting Date shall receive a Qualified Preretirement Survivor Annuity provided such Participant and his Spouse were married to each other throughout the twelve-consecutive-month period ending on the date of the Participant's death.

The payments under a Qualified Preretirement Survivor Annuity shall be calculated as follows:

- (a) If a Participant dies after the earliest date on which, under the Plan, the Participant could elect to receive retirement benefits, the Participant's surviving Spouse shall receive the same benefit that would be payable if the Participant had retired with an immediate Qualified Joint and Survivor Annuity with a 50% continuation of payments to the surviving Spouse on the day before the Participant's date of death.
- (b) If a Participant dies on or before attaining the earliest date on which, under the Plan, the Participant could elect to receive retirement benefits, the Participant's surviving Spouse will receive the same benefit that would be payable if the Participant had:
 - (i) Separated from service on the earlier of the date of actual separation or death;
 - (ii) Survived to the earliest date on which, under the Plan, the Participant could elect to receive retirement benefits;

- (iii) Retired on such date with an immediate Qualified Joint and Survivor Annuity with a 50% continuation of payments to the surviving Spouse; and
- (iv) Died on the day after the earliest date on which, under the Plan, the Participant could elect to receive retirement benefits.

The surviving Spouse shall begin to receive payments under a Qualified Preretirement Survivor Annuity on the earliest date on which, under the Plan, the Participant could elect to receive benefits unless such Spouse selects a later date. If payments are deferred, the amounts payable shall be actuarially adjusted based on the factors contained in the Appendix attached hereto. The surviving Spouse may elect to receive payment in any other optional form permitted under the Plan. If the present value of a Participant's nonforfeitable accrued benefit is less than or equal to five thousand dollars (\$5,000), such benefit shall be paid as soon as practicable after the Participant's death to the Participant's surviving Spouse in a single sum distribution. If the present value of the Participant's nonforfeitable accrued benefit exceeds five thousand dollars (\$5,000) or if the distribution is made after the Pension Benefit Starting Date, no amount shall be distributed to the Participant's surviving Spouse without her written consent if such distribution is to be made prior to the date the Participant attained or would have attained his Normal Retirement Age. The present value of such benefit shall be calculated in the manner set forth in Section 4.10.

6.2 Failure to Designate Beneficiary

Subject to the requirements of Section 6.1 relating to the automatic payment of survivor benefits to the surviving Spouse of a Participant, if no Beneficiary has been designated by a Participant or if the Beneficiary or Beneficiaries designated predecease the Participant, the death benefits, if any, payable under this Plan shall be paid to the following persons in the following order:

- (a) The Participant's issue by right of representation; or
- (b) The Participant's estate;

provided, however, that at all times the Administrator shall have the right to designate as Beneficiary the Participant's estate regardless of the above order of priority.

6.3 Transitional Rule for Participants who Terminated Prior to August 23, 1984

Any living Participant who, after August 22, 1984, is not credited with an Hour of Service or an hour of paid leave shall have the right to elect to have the Qualified Preretirement Survivor Annuity provisions of Section 6.1(b) apply if the Participant is credited with at least one (1) Hour of Service in any Plan Year beginning after December 31, 1975; the Participant was credited with at least ten (10) Vesting Credits under the Plan and had a nonforfeitable interest in a portion or all of his benefits at the time of his separation from his Employer; and the Participant's benefit payments have not commenced. Such Participant may elect to have his benefit paid as a Qualified

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Preretirement Survivor Annuity in the manner prescribed by the Secretary of the Treasury during the period beginning on August 23, 1984, and ending on the earlier of the Participant's Pension Benefit Starting Date or the date of the Participant's death.

ARTICLE VII
FORM OF PENSION BENEFITS

7.1 General

Except as provided in Section 7.5, any election of a benefit by a Participant or Beneficiary must be in writing on a form provided by the Administrator which specifically effects such election. Effective October 1, 1989, benefit payments shall commence no earlier than (a) thirty (30) days after the Participant receives the notice required in Section 4.10 (unless the thirty (30) day period is waived pursuant to Section 4.10) and (b) the first day of the month coinciding with or next following the date a valid election of the benefit is made, and no later than ninety (90) days after he receives the notice required in Section 4.10. Except as provided in Section 7.7, in no event shall benefits commence later than the sixtieth (60th) day after the later of the close of the Plan Year in which the Participant attains the Normal Retirement Date, or his Deferred Retirement Date.

Subject to Section 4.10, if a claim for benefits is not supplied within the time prescribed by the Administrator, benefit payments shall commence within a reasonable time after all necessary information has been supplied and the claim approved. Payments shall be retroactive to the date they would have commenced had all necessary information been submitted at the earliest possible time.

7.2 Automatic Form of Benefit

Except as provided in Section 7.5, a Participant whose benefits become payable on account of early, normal, deferred normal or deferred retirement shall be paid as follows:

(a) Unmarried Participant

The benefits of a Participant who is not married on his Pension Benefit Starting Date shall be paid in the form of a Life Annuity. The Participant may elect to receive his benefit in any optional form available under the Plan; provided, however, that in the case of a Participant who is credited with an Hour of Service after August 22, 1984, an election made on or after October 1, 1987 for Participants whose employment is governed under the terms of the Collective Bargaining Agreement and October 1, 1985 for all other Participants, shall be made in accordance with Section 7.3.

The payments under a Life Annuity shall be made to a Participant for his life and shall cease upon the death of such Participant.

(b) Married participant

The benefits of a Participant who is married on his Pension Benefit Starting Date shall be paid in the form of a Qualified Joint and Survivor Annuity. The Participant may elect to receive his benefits in a form other than a Qualified Joint

and Survivor Annuity if such election is made in accordance with the provisions of Section 7.3.

The payments under a Qualified Joint and Survivor Annuity shall be made to a Participant for his life and upon his death, a survivor annuity shall be paid for the life of his surviving Spouse which is equal to fifty percent (50%) 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 Life Annuity, or, if greater, any optional form of benefit.

7.3 Waiver of Automatic Form of Benefit

- (a) The Administrator shall provide each Participant within a reasonable period prior to his Pension Benefit Starting Date a written explanation of:
 - (i) The terms and conditions of the Life Annuity and the Qualified Joint and Survivor Annuity;
 - (ii) The Participant's right to make and the effect of an election to waive the Life Annuity and the Qualified Joint and Survivor Annuity form of benefit;
 - (iii) To the extent applicable the rights of a Participant's Spouse; and
 - (iv) The right to make, and the effect of, a revocation of a previous election to waive the Life Annuity and the Qualified Joint and Survivor Annuity.

Such written explanation shall contain the information set forth in Section 4.10 and shall be distributed to Participants at the time set forth in that Section.

The Life Annuity and the Qualified Joint and Survivor Annuity may be waived by the Participant within the ninety (90) day period ending on the Pension Benefit Starting Date. A Participant may revoke his waiver at any time during such ninety (90) day period. The number of times a Participant makes a waiver or revokes a waiver during the ninety (90) day period is not restricted. The waiver must be in writing. The Participant must designate the optional form of benefit and Beneficiary which may not be changed without spousal consent. If the Participant is married, the waiver of the Qualified Joint and Survivor Annuity in Sections 7.2(b) and 7.4(b)(i) must be consented to in writing by the Participant's Spouse. The Spouse's consent to a waiver must be witnessed by a notary public and must acknowledge the effect of the waiver. A Spouse's consent to a Participant's election is not required if it is established to the satisfaction of a Plan representative that there is no Spouse, the Spouse cannot be located, or the Participant is legally separated or the Participant has been legally abandoned (within the meaning of local law) and the Participant has a court order to that effect. A Spouse's consent or the establishment that a Spouse's consent is not required is effective only with respect to that Spouse. A Spouse's consent to the Participant's election to waive the Qualified Joint and Survivor form of benefit may not be revoked; provided, however, that if the Participant revokes his waiver election, his Spouse's consent shall automatically be revoked.

Both the Participant's waiver and his Spouse's consent thereto shall indicate (i) the optional form of benefit selected under Section 7.4(b)(ii), (b)(iii) or (b)(iv) and (ii) the specific nonspouse beneficiary (including any class of beneficiaries or any contingent beneficiaries) who shall receive a survivor benefit, if any, in the event of the Participant's death. Unless the Participant revokes his waiver election and thereby becomes entitled to the payment of benefits in the form of a Qualified Joint and Survivor Annuity, he may not change the optional form of benefit or the beneficiary designation without spousal consent. If the Spouse's consent to a trust is currently in effect, no additional spousal consent is required to the Participant's designation or change in designation of trust beneficiaries.

7.4 Optional Forms of Payment

(a) In the case of a Participant who is not married at the time payment of his benefit commences who elects not to receive a Life Annuity or in the case of a married Participant who makes an effective election not to receive a Qualified Joint and Survivor Annuity, such Participant (other than a Disabled Participant) may elect to have his benefit paid in any optional form made available under the Plan except as provided in Section 7.5.

(b) The optional forms of benefit are as follows:

(i) 100% Joint and Survivor Annuity

The 100% Joint and Survivor Annuity option is the same as the Qualified Joint and Survivor Annuity described in Section 7.2(b), except that the monthly payments to the Participant's surviving Spouse shall be equal to 100% of the monthly pension payable to the Participant.

(ii) 75% Joint and Survivor Annuity

The 75% Joint and Survivor Annuity option is the same as the Qualified Joint and Survivor Annuity described in Section 7.2(b), except that the monthly payments to the Participant's surviving Spouse shall be equal to 75% of the monthly pension payable to the Participant.

(iii) Life Annuity

This option is described in Section 7.2(a) and is the normal form of benefit for any Participant who is not married on his Pension Benefit Starting Date. If a married Participant makes a valid election to receive this form of benefit as described in Section 7.3, no payments will continue after the death of the Participant.

(iv) Life Annuity with Payments Guaranteed for 36, 60 or 120 Months

Under this option a Participant shall receive the Actuarial Equivalent of his benefit determined under Article IV calculated as of the date benefits are to commence. Payments will be made to the Participant for as long as he lives and shall cease with the last payment due immediately prior to the date of the Participant's death. If the Participant dies after payments commence but before thirty-six (36), sixty (60), or one hundred twenty (120) payments (whichever number of payments is selected by the Participant in his directive to the Administrator) have been made to him, the payments shall continue to his Beneficiary until the total designated number of payments has been made.

(v) Life Annuity with Social Security Adjustment

Under this option, if a Participant retires before the date the Participant attains age sixty-five (65), the Participant will receive a monthly benefit before age sixty-five (65) approximately equal to the sum of (1) the monthly benefit payable to the Participant under the Plan after his assumed Social Security benefit commencement date, and (2) the Primary Insurance Amount expected to become payable to the Participant under the Social Security Act. At such time as the Participant attains age sixty-five (65), his monthly benefit under the Plan shall be decreased to reflect the Primary Insurance Benefit under the Social Security Act. If such decrease would reduce the monthly amount payable after age 65 to less than \$20.00, it shall not be made and the benefit amount payable before age 65 shall be adjusted so that the benefit payable to the Participant on and after attainment of age 65 is \$20.00. No death benefit is payable under this optional form of benefit.

The following rules shall apply solely for purposes of calculating the Life Annuity with Social Security Adjustment. The presumptive amount of the Primary Insurance Benefit under the Social Security Act shall be \$500 per month. The actuarial equivalence of the Life Annuity with Social Security Adjustment benefit shall be determined using (1) the 1971 Group Annuity Mortality table weighted 100% male for participants and 100% female for spouses and former spouses, and (2) the PBGC rate for immediate annuities in effect on the July 1 of the prior Plan Year minus one-half percent, but not greater than the PBGC rate in effect as of the first day of the Plan Year containing the proposed Pension Benefit Starting Date. However, in no event shall the Life Annuity with Social Security Adjustment benefit be less than the actuarial equivalent of a Life Annuity where actuarial equivalence is determined using the "applicable mortality table" and the "applicable interest rate" (for the month of August each year) as such terms are defined in Code Section 417(e)(3) and the regulations issued thereunder.

7.5 Lump-Sum Cash-out of Certain Benefits

If the monthly benefit payable to any Participant or Beneficiary is less than twenty dollars (\$20), the Benefit shall be paid in a single lump sum payment, provided the Actuarial

Equivalent of such benefit does not exceed five thousand dollars (\$5,000). The present value of such benefit shall be calculated in the manner set forth in Section 4.10.

7.6 Transitional Rule for Participants who Terminated Prior to August 23, 1984

A living Participant who, after August 22, 1984, is not credited with an Hour of Service or an hour of paid leave shall have his benefits paid in accordance with this Section 7.6 if the Participant is credited with at least one (1) Hour of Service under the Plan after September 1, 1974; the Participant separated from service before the first day of any Plan Year beginning on or after January 1, 1976; the Participant, at the time of separation from his Employer, was credited with fewer than ten (10) Vesting Credits; and the Participant's Pension Benefit Starting Date did not occur prior to August 23, 1984. If such Participant's benefit will be paid in the form of an annuity, then the benefit shall be paid as follows:

(a) Joint and Survivor Annuity

In the case of a married Participant who:

- (i) Begins to receive payments under the Plan on or after his Normal Retirement Date; or
- (ii) Dies on or after his Normal Retirement Date while in covered service; or
- (iii) Begins to receive payments on or after the Qualified Early Retirement Age, or
- (iv) Separates from service on or after attaining his Normal Retirement Date (or the Qualified Early Retirement Age) and after satisfying the eligibility requirements for the payment of benefits under the Plan and thereafter dies before beginning to receive such benefits

then such benefits shall be paid in the form of a Qualified Joint and Survivor Annuity, unless the Participant elects otherwise during the election period. The election period shall begin on the date nine (9) months before the Participant attains the Qualified Early Retirement Age and shall end ninety (90) days before the commencement of benefits. An election under this subparagraph shall be in writing and may be revoked by the Participant at any time. To be an effective election, a Participant's Spouse must consent to the election.

The term "Qualified Early Retirement Age" shall mean the latest of:

- (1) The Early Retirement Date;
- (2) The first day of the 120th month before the Participant reaches his Normal Retirement Date, or

- (3) The date the Participant begins participation in the Plan.

7.7 Mandatory Distributions

Notwithstanding any other provision of this Plan to the contrary, Plan distributions shall be made in accordance with the following rules:

- (a) Effective January 1, 1990 for Participants whose employment is governed under the terms of the Collective Bargaining Agreement which was ratified before March 1, 1986 and January 1, 1989 for all other Participants, distributions must commence no later than April 1 of the calendar year following the calendar year the Participant attained age 70½; provided, however, that distributions shall be made in accordance with Section 7.7(b) below for individuals who had attained age 70½ before January 1, 1988 (other than an individual who was a five percent (5%) owner, as described in Section 416 (i) of the Code, at any time during the Plan Year ending with or within the calendar year in which such owner attained age 66½ and any subsequent Plan Year).
- (b) Effective for Plan Years beginning after December 31, 1985 and January 1, 1988 for Participant whose employment is governed under the terms of the Collective Bargaining Agreement, except to the extent required under Section 7.7(a) above, the benefits of a five percent (5%) owner (as described in section 416(i)(1) of the Code determined with respect to the Plan Year ending in the calendar year in which such individual attains age 70½) must be distributed or commence to be distributed no later than the first day of April following the calendar year in which such individual attains age 70½. Distribution to a Participant other than a five percent (5%) owner must commence no later than the first day of April following the calendar year in which the later of termination of employment or age 70½ occurs.
- (c) If the payment of benefits is not made in a lump-sum or in the form of a Qualified Joint and Survivor Annuity, distributions may not be made over a period exceeding:
- (i) The life of the Participant;
 - (ii) The life of the Participant and a designated Beneficiary;
 - (iii) A period certain not extending beyond the life expectancy of the Participant; or
 - (iv) A period certain not extending beyond the joint and last survivor expectancy of the Participant and a designated Beneficiary.

The amount to be distributed each year must be at least an amount equal to the quotient obtained by dividing the Participant's entire interest by the life expectancy of the Participant or joint and last survivor expectancy of the Participant and designated Beneficiary. Life expectancy and joint and last

survivor expectancy shall be computed by the use of the return multiples contained in Section 1.72-9 of the Income Tax Regulations. For purposes of this computation a Participant's life expectancy and the life expectancy of his Spouse (other than in the case of a Life Benefit) shall not be recalculated. If the Participant's Spouse is not the designated Beneficiary, the method of distribution selected must assure that at least fifty percent (50%) of the present value of the amount available for distribution is paid within the life expectancy of the Participant.

- (d) If a Participant dies after distribution of his interest has commenced, the remaining portion of such interest will continue to be distributed at least as rapidly as under the method of distribution being used prior to the Participant's death.

If the Participant dies before distribution of his interest commences, the Participant's entire interest will be distributed no later than December 31 of the calendar year which contains the fifth (5th) anniversary of the Participant's death except to the extent that an election is made to receive distributions in accordance with (i) or (ii) below:

- (i) If any portion of the Participant's interest is payable to a designated Beneficiary, distributions may be made in substantially equal installments over the life or life expectancy of the designated Beneficiary commencing no later than December 31 of the calendar year immediately following the calendar year of the Participant's death; or
- (ii) If the designated Beneficiary is the Participant's surviving Spouse, the date distributions are required to begin in accordance with (i) above shall not be earlier than December 31 of the calendar year immediately following the calendar year of the Participant's death or December 31 of the calendar year the Participant would have attained 70½, if later.

An election under the preceding sentence must be made no later than the earlier of (1) December 31 of the calendar year a Plan distribution would have commenced under (i) or (ii) above, or (2) December 31 of the calendar year which contains the fifth (5th) anniversary of the Participant's death.

For purposes of (i) and (ii) above, payments shall be calculated by use of the return multiples specified in Section 1.72-9 of the Regulations. In the case of any other designated Beneficiary, life expectancy will be calculated at the time payment first commences and payments for any twelve-consecutive-month period will be based on such life expectancy minus the number of whole years passed since distribution first commenced.

For purposes of this Section 7.7(d), if the surviving Spouse dies after the Participant but before payments to such Spouse begin, the provisions of that Section, with the exception of subparagraph (ii) therein, shall be applied as if the

surviving Spouse were the Participant. Any amount paid to a child of the Participant will be treated as if it had been paid to the surviving Spouse if the amount becomes payable to the surviving Spouse when the child reached the age of majority.

- (e) Notwithstanding any other Plan provision to the contrary, all Plan distributions shall be made in accordance with Code Section 401(a)(9), including the incidental death benefit requirement of Code Section 401(a)(9)(G), and in accordance with Treasury Regulation Sections 1.401(a)(9)-2 through 1.401(a)(9)-9, as applicable, and their successors.

7.8 Non-Duplication of Pensions

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

7.9 Suspension of Retirement Benefits

- (a) Pension benefits accrued after September 30, 2000 shall be suspended for any month in which a Pensioner who, on or after his Normal Retirement Date, returns to employment and completes one hundred (100) or more Hours of Service with an Employer who is, or was contributing to the Plan at the time payment of benefits commenced under this Plan to such Pensioner or would have commenced if the Pensioner had not remained in or returned to employment with the same Employer.
- (b) Pension benefits accrued prior to October 1, 2000 shall be suspended for any month in which a Pensioner who, on or after his Normal Retirement Date returns to Covered Service and Completes one hundred (100) or more Hours of Service with an Employer who is, or was contributing to the Plan at the time payment of benefits commenced under this Plan to such Pensioner or would have commenced if the Pensioner had not remained in or returned to employment in the same trade or craft in which he worked at any time in Covered Service and in the geographic area covered by the Plan when benefits commenced or would have commenced if the Pensioner had not remained in or returned to employment.

In the event retirement benefits are suspended, the Pensioner, upon subsequent retirement, shall be eligible for any additional benefits earned during his period of re-employment.

If a Pensioner is re-employed, the average contribution level during his re-employment period will be recognized for the purpose of computing the additional benefit earned during the re-employment period only.

7.10 Claims Procedure/Denial of Benefits

- (a) Determination of Disputes. No Employee, Participant, or other Beneficiary or claimant shall have any right or claim to benefits under the Plan, other than as

specified herein. All applications for Plan benefits shall be sent to the Administrator on forms prescribed by the Administrator signed by the Participant, or, if for a death benefit, by the Participant's Beneficiary. Any dispute as to eligibility, type, amount or duration of benefits shall be resolved by the Administrator under and pursuant to the Plan, and the Administrator's decision regarding the dispute shall be final and binding upon all parties. The Administrator shall have complete discretion and authority to determine eligibility and entitlement to benefits and to construe all terms of the Plan.

- (b) Initial Claims for Benefits. This Section 7.10(b) applies to initial claims for benefits made under the Plan.
- (i) Content of the Notice of Claim Denial. If a claim for a benefit is wholly or partially denied, the claimant shall receive a written notice of denial, which shall contain the following information, written in a manner calculated to be understood by the claimant:
- (1) The specific reason or reasons for the denial;
 - (2) Specific reference to pertinent Plan provisions on which the denial is based;
 - (3) A description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary;
 - (4) Appropriate information as to the steps to be taken if the claimant wishes to submit the claim for review; and
 - (5) A statement regarding the claimant's right to bring a civil action under ERISA Section 502(a) following an adverse benefit determination on review.
- (ii) Additional Information for a Notice of Claim Denial for a Disability Benefit. If the claim is for a disability benefit the following additional information shall be included in the written notice:
- (1) If an internal rule, guideline, protocol, or other similar criterion was relied upon in denying the claim, either the specific rule, guideline, protocol or other similar criterion; or a statement that such a rule, guideline, protocol, or other similar criterion was relied upon in denying the claim and that a copy of such rule, guideline, protocol or other similar criterion, will be provided free of charge to the claimant upon request, and
 - (2) If the denial of the claim is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the

determination, applying the terms of the Plan to the claimant's medical circumstances, or a statement that such explanation will be provided free of charge upon request.

- (iii) Timing of the Notice of a Claim Denial for a Non-Disability Benefit. If the claim is for a non-disability benefit, the notice of denial shall be given within ninety (90) days after the claim is filed, unless special circumstances require an extension of time for processing the claim. If such an extension is required, written notice shall be furnished to the claimant within ninety (90) days of the time the claim is filed, stating the special circumstances requiring an extension of time and the date by which a decision on the claim can be expected, which shall not be more than 180 days from the date the claim was filed.
 - (iv) Timing of the Notice of a Claim Denial for a Disability Benefit. If the claim is for a disability benefit, the notice of denial shall be given within a reasonable period of time, but not later than forty-five (45) days after the claim is filed, unless an extension is necessary due to matters beyond control of the Plan. If such an extension is required, written notice shall be furnished to the claimant within forty-five (45) days of the time the claim is filed, stating the circumstances requiring an extension of time and the date by which the Plan expects to render a decision, which shall not be more than seventy-five (75) days from the date the claim was filed. However, if prior to the end of seventy-five (75) day period, it is determined that, due to matters beyond the control of the Plan, a further extension is required, written notice shall be furnished to the claimant within seventy-five (75) days of the time the claim is filed, stating the circumstances requiring an extension of time and the date by which the Plan expects to render a decision, which shall not be more than 105 days from the date the claim was filed. In the case of any extension described in this paragraph, the notice of extension shall specifically explain the standards on which entitlement to a benefit is based, the unresolved issues that prevent a decision on the claim, and the additional information needed to resolve those issues. The claimant will be afforded at least forty-five (45) days within which to provide the specified information requested in the notice of extension.
- (c) Review of Claims for Benefits. This Section 7.10(c) applies to the review of claim denials.
- (i) Review of Claim Denials for Non-Disability Benefits. The claimant, or the claimant's duly authorized representative, may request a review of the claim denial for a non-disability benefit by filing a written application for such review within sixty (60) days after receipt of the written notification of the denial. The Administrator may consider a late application if it concludes the delay in filing was for reasonable cause.

- (ii) Review of Claim Denials for Disability Benefits. The claimant, or the claimant's duly authorized representative, may request a review of the claim denial for a disability benefit by filing a written application for such review within one-hundred eighty (180) days after receipt of the written notification of the denial. The Administrator may consider a late application if it concludes the delay in filing was for reasonable cause.
- (iii) Procedures for the Review of Claim Denials. When any such application is received under section 7.10(c)(i) or 7.10(c)(ii), the claim and its denial shall receive a full and fair review by the Administrator. As part of the review procedure, the claimant, or the claimant's duly authorized representative, may submit written comments, documents, records and other information related to the claim. The Administrator will consider all comments, documents, records, and other information submitted by the claimant relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination. However, the claimant, or the claimant's duly authorized representative shall have no right to appear personally before the Administrator unless the Administrator concludes that such an appearance would be of value in enabling it to perform its obligations hereunder. The claimant will be provided, upon request and free of charge, reasonable access to and copies of all documents, records and other information Relevant to the benefit claim.
- (iv) Additional Procedures for the Review of Claim Denials of a Disability Benefit. In addition to procedures set forth in 7.10(c)(iii) above, for the purpose of reviewing a claim denial of a disability benefit, the following additional procedures shall apply:
- (1) The review will not defer to the initial claim denial and will not be conducted by the individual who made the initial claim denial nor the subordinate of such individual;
 - (2) Prior to making a decision on review of any 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 Administrator will consult with a Health Care Professional who has appropriate training and experience in the field of medicine involved in the medical judgment;
 - (3) The Health Care Professional engaged with respect to the review of the denied claim will not be an individual who was consulted in connection with the initial adverse benefit decision that is the subject of the review, nor the subordinate of such individual; and

- (4) Upon request by the claimant, the medical or vocational expert whose advice was obtained on behalf of the Plan in connection with the claim (even if the advice was not relied upon in making the benefit determination on review) will be identified.
- (v). Content of the Notice of Decision on Review. Notice of decision on review of a claim shall be furnished to the claimant, written in a manner calculated to be understood by the claimant. In the case of an adverse determination on review, the notice shall contain the following information, written in a manner calculated to be understood by the claimant:
 - (1) The specific reasons for the decision;
 - (2) Specific references to the pertinent Plan provisions on which the decision is based;
 - (3) A statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to and copies of all documents, records and other information Relevant to the benefit claim;
 - (4) A statement describing any voluntary appeals procedures offered by the Plan and the claimant's right to obtain information about such procedures; and
 - (5) A statement informing the claimant of his right to bring a civil action under ERISA Section 502(a) following an adverse benefit determination on review.
- (vi) Additional Information for the Notice of Decision on Review for a Disability Benefit. If the claim being reviewed is for a disability benefit, the following additional information shall be included in the written notice:
 - (1) If an internal rule, guideline, protocol, or other similar criterion was relied upon in denying the claim, either the specific rule, guideline, protocol or other similar criterion; or a statement that such rule, guideline, protocol, or other similar criterion was relied upon in denying the claim and that a copy of the rule, guideline, protocol or other similar criterion, will be provided on review free of charge to the claimant upon request; and
 - (2) If the denial of the claim is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the medical determination, applying the terms of the Plan to the claimant's

medical circumstances, or a statement that such explanation will be provided free of charge upon request.

- (vii) Timing of the Notice of Decision on Review if Determined at a Quarterly Meeting. If the decision on review is to be made by the Administrator which holds regularly scheduled meetings at least quarterly, the decision shall be made no later than the date of the meeting that immediately follows the receipt of the request for review, unless the request for review is filed within thirty (30) days preceding the date of such meeting. In such case, the decision may be made no later than the date of the second meeting following the receipt of the request for review. If special circumstances require a further extension of time for processing, the decision shall be rendered not later than the third meeting following the receipt of the request for review. Whenever special circumstances require an extension of time for processing, written notice of the extension shall be furnished to the claimant before the extension period begins. The claimant shall be notified of the benefit determination, as soon as possible, but not later than five (5) days after the meeting at which the benefit determination is made.
- (viii) Timing of the Notice of Decision on Review if Not Determined at a Quarterly Meeting. If the decision is not made under Section 7.10(c)(vii) above, then this Section 7.10(c)(viii) shall apply. The decision shall be made promptly and not later than sixty (60) days (forty-five (45) days for a disability benefit claim) after receipt of the request for review, unless special circumstances require an extension of time for processing, in which case the decision shall be rendered as soon as possible but not later than one-hundred twenty (120) days (ninety (90) days for a disability benefit claim) after receipt of the request for review. Whenever special circumstances require an extension of time for processing, written notice of the extension shall be furnished to the claimant before the extension period begins.
- (d) Definitions. The following definitions shall apply for Section 7.10.
- (i) Health Care Professional means a physician or other health care professional licensed, accredited, or certified to perform specified health services consistent with State law and who is acting within the scope of such license, accreditation, or certification.
- (ii) Relevant means a document, record or other information that: (1) was relied upon in making the benefit determination, (2) was submitted, considered or generated in the course of making the benefit determination, without regard as to whether it was relied upon in making the decision; or (3) demonstrates compliance with the administrative process and safeguards designed to ensure and verify that the benefit decision is made

in accordance with Plan provisions and been applied consistently with respect to similarly situated claimants.

7.11 Qualified Domestic Relations Orders

The Administrator shall promptly notify the Participant and any alternate payee (as defined in Section 414(p)(8) of the Code) of the receipt of a domestic relations order as defined in Section 414(p)(1) of the Code and of the Administrator's procedures for determining the qualified status of such order. Within a reasonable period after receipt of such order, the Administrator shall determine whether such order is a qualified domestic relations order and notify the Participant and each alternate payee of such determination. The Administrator shall establish reasonable procedures to determine the qualified status of a domestic relations order and to administer distributions under such order. No legal action for a determination of the qualified status of a domestic relations order or for a review of a determination by the Plan as to the qualified status of a domestic relations order shall be brought until:

- (a) The order has been submitted to the Administrator for a determination of its qualified status;
- (b) The Administrator has made a determination or the time in which to make such determination has expired; and
- (c) All administrative remedies available under the procedures established by the Administrator for review of the determination have been exhausted.

7.12 Direct Rollovers

- (a) Notwithstanding any provision of the Plan to the contrary that would otherwise limit a Distributee's election under this Section 7.12, a Distributee may elect, at the time and in the manner prescribed by the Plan Administrator, to have any portion of an Eligible Rollover Distribution paid directly to an Eligible Retirement Plan specified by the Distributee in a Direct Rollover.
- (b) For purposes of this Section 7.12 the following definitions shall apply:
 - (i) 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 shall not include (1) any distribution that is one of a series of substantially equal 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 (10) years or more; (2) any distribution to the extent such distribution is required under Code Section 401(a)(9); (3) the portion of any distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities); and (4) any

hardship distribution or withdrawal from the Plan (effective October 1, 1999).

- (ii) An 'Eligible Retirement Plan' is an individual retirement account described in Code Section 408(a), an individual retirement annuity described in Code Section 408(b), an annuity plan described in Code Section 403(a), a qualified trust described in Code Section 401(a) and an annuity contract described in Code Section 403(b), an eligible plan under Code Section 457(b) (which is maintained by a state or political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan) or a Roth individual retirement account described in Code Section 408A, that accepts the Distributee's Eligible Rollover Distribution. The same definition of Eligible Retirement plan that applies to a Participant shall also apply in the case of an Eligible Rollover Distribution to a surviving spouse, or to a spouse or former spouse who is the alternate payee under a qualified domestic relation order, as defined in Code Section 414(p).

For purposes of a distribution to a Beneficiary other than the Participant's Spouse, an "Eligible Retirement Plan" is an individual retirement account described in Code Section 408(a), or an individual retirement annuity described in Code Section 408(b), established for the purpose of receiving a distribution on behalf of such Beneficiary.

- (iii) A 'Distributee' includes a Participant or former Participant or a Participant's Beneficiary. In addition, the Participant's or former Participant's surviving Spouse and the Participant's or former Participant's Spouse or former Spouse who is the alternate payee under a qualified domestic relations order, as defined in Code Section 414(p), is a Distributee with regard to the interest of the Spouse or former Spouse.
 - (iv) A 'Direct Rollover' is a payment by the Plan to the Eligible Retirement Plan specified by the Distributee.
- (c) The Plan Administrator may require that a Distributee requesting a Direct Rollover provide adequate information in a timely manner that the account, annuity or plan to which the Direct Rollover is to be made is an Eligible Retirement Plan. It shall remain the responsibility of the Participant to provide such information and in the event the Participant fails to provide such information, neither the Plan Administrator nor the Trustee shall have any liability.
 - (d) The effective date for the provisions of this Section 7.12 is January 1, 1993.

ARTICLE VIII
VESTING CREDIT

8.1 Vesting Credits

One Vesting Credit shall be earned for each twelve-consecutive-month period of continuous employment with an Employer before the date the Employer first became bound to contribute to the Fund, provided the Employee earns at least one (1) Vesting Credit while a Participant in the Plan.

One Vesting Credit (or fraction of a credit) shall be earned for each twelve-consecutive-month period of continuous employment (or fraction thereof for each complete month of employment) after an Employer first became bound to contribute to the Fund up to October 1, 1976.

Period Commencing on October 1, 1976:

One Vesting Credit shall be earned for each Vesting Computation Period during which an Employee completes one thousand (1,000) or more Hours of Service. For each Vesting Computation Period during which the Employee completes at least four hundred fifty (450), but fewer than one thousand (1,000) Hours of Service, a fraction of one Vesting Credit shall be earned. This fraction shall have a numerator equal to the number of Hours of Service complete during the Vesting Computation Period, and a denominator equal to one thousand (1,000), computed to two (2) decimal places.

ARTICLE IX
BASIS OF PARTICIPATION BY EMPLOYERS
AND
ADMINISTRATION OF THE FUND

9.1 Basis of Participation in Fund

This Plan is maintained for the purpose of providing retirement benefits (and other benefits incidental thereto) for Employees who are represented for the purpose of collective bargaining by the Union. After a Collective Bargaining Agreement is concluded with an Employer requiring contributions to the Fund, the participation by the Employees of that Employer becomes effective when the group is accepted for participation by the Trustees.

In addition to Employees represented for the purpose of collective bargaining by the union, the Trustees shall permit participation of other classes of Employees who are employed by an Employer but who may not be represented for the purpose of collective bargaining by the Union. Such participation shall be on the terms and conditions determined by the Trustees at their discretion; provided, however, that such discretion shall be exercised in a nondiscriminatory manner; provided, further, that the acceptance of such group shall not impair the actuarial soundness of the Fund.

9.2 Acceptance of a New Employer

Upon proper application, as may be required by the Trustees, an employer may be accepted by the Trustees as an Employer if such acceptance shall not adversely affect the actuarial soundness of the Fund as determined by the Trustees after consultation with the actuaries for the Fund. To enable the Trustees to make such determination, each applying employer shall be required to furnish the name, date of birth, employment history, or such other information as the Trustees may require of each Employee then covered by the Collective Bargaining Agreement between the Union and the new employer, or the same data on the class of Employees on whose behalf participation is requested.

9.3 Participation Agreement

Any new employer accepted as an Employer in accordance with Section 9.2 hereof may be required to sign a participation agreement, as approved by the Trustees, which sets forth the full details of the basis for contributions to the Fund and the basis for acceptance as an Employer.

9.4 Special Conditions

When an employer is accepted for participation in accordance with Section 9.2 hereof, the Trustees may, in writing, impose on such acceptance any terms and conditions they consider necessary to preserve the actuarial soundness of the Fund and to preserve an equitable relationship between the basis of contributions of all Employers and the benefits provided for all Participants. Such conditions may include, but shall not be limited to, the

imposition of special waiting periods before the commencement of benefits of Employees, and/or special restrictions on past service credits.

The Trustees may also waive or reduce the future service requirements for pension benefits for Employees of a new Employer in order to maintain the continuity between this Plan and any other plan under which such Employees were covered.

9.5 Notice of Acceptance

A written notice of acceptance shall be sent by the Trustees to any new Employer who is accepted for participation pursuant to Section 9.2 hereof. Until such written notice shall be sent by the Trustees, any new Employer shall not be deemed to have been accepted for participation in the Fund.

9.6 Termination of Participation

The termination of an Employer's status as an Employer shall be governed by the provisions of Article X.

9.7 Acceptance of Special Classes of Employees of an Employer

The Trustees may accept for participation in the Fund classes of Employees who are employed by an Employer and who are not represented for the purpose of collective bargaining by the Union on the following conditions:

- (a) The special class of Employees is sufficiently clear so there is no question as to the identity of the Employees in the class;
- (b) The necessary data regarding such Employees is submitted to the Trustees;
- (c) There is filed with the Trustees a written application for participation on behalf of the special class of Employees and the application is approved by the Trustees in writing;
- (d) The basis of contributions for the special class of Employees is set forth in writing signed by the Employer. The written statement shall be in a form approved by the Trustees; and
- (e) The acceptance of such class of Employees shall not adversely affect the actuarial soundness of the Fund as determined by the Trustees in their sole and absolute discretion to be applied in a non-discriminatory manner after consultation with the actuaries of the Fund.

9.8 Nature and Administration of the Plan

This Plan is not and is hereby declared not to be a contract between an Employer and any Employee, or to be a consideration for, or inducement to, or a condition of employment of any Employee.

The Administrator may from time to time establish such reasonable rules and regulations for the administration of this Plan as are deemed desirable and such rules and regulations shall be binding on all Employees, former Employees and upon their Beneficiaries.

The Administrator shall have the sole right to reconcile, determine, interpret and construe any question or dispute arising in connection with definitions of terms, rights, status or classification of Employees, or any other dispute arising under this Plan.

Any such reconciliation, determination, interpretation or construction shall be reasonable and consistent with this Plan and shall be made without discrimination among Employees in like circumstance and on a basis precluding individual selection. Such reconciliation, determination, interpretation or construction shall be final and conclusive.

The Administrator has vested in it, under the terms of this Plan, full discretionary and final authority when exercising its duties under the Plan.

The Administrator shall act as the Named Fiduciary with respect to the Plan as that term is defined in Section 402 of ERISA and shall be responsible for control over and management of the assets of the Plan. In exercising such responsibility, the Administrator shall discharge its duties in accordance with applicable law. In its capacity as fiduciary, the Administrator may appoint an investment manager or managers to manage (including the power to acquire and dispose of) any assets of the Plan.

9.9 Annual Actuarial Reviews

The Administrator shall retain an enrolled actuary as described in Section 3042 of ERISA. Such enrolled actuary shall be responsible for the performance of studies and annual actuarial valuations of the Plan in order to ensure that at all times, the Plan satisfies the minimum funding standards set forth in ERISA and the Code and shall recommend such changes as may be necessary to maintain the Plan in a manner which will ensure the deductibility of contributions under the Code and the regulations promulgated thereunder.

9.10 Status of Administrator

The Administrator shall be entitled to rely upon all tables, annual valuations, certificates and reports furnished by an insurance company, if any, or any actuary selected or approved by the Administrator, upon all certificates and reports made by an accountant selected or approved by the Administrator and upon all opinions and decisions of legal counsel selected or approved by the Administrator. No liability shall be imposed upon the Administrator for any action taken, permitted or omitted by the Administrator in reliance upon such actuary, accountant or counsel, and any action so taken, permitted or

omitted shall be binding upon all Employees or former Employees, and upon their Beneficiaries or any other interested person.

ARTICLE X
TERMINATION OF PARTICIPATION BY EMPLOYERS

10.1 General

If the Union and any Employer should enter into a Collective Bargaining Agreement requiring contributions to the Fund, and one or more Employees of such Employer should then retire under the provisions of the Plan, the obligation to contribute to the Plan shall continue in effect for a sufficient period of time to enable the Plan to operate on an actuarially sound basis. The purpose of this Article is to set forth the basis for terminating the participation in the Plan of those Employers who are delinquent in their contributions to the Plan and the basis for termination of service credit and/or pension benefits for Employees of delinquent Employers. In addition, this Article contains the basis for the Trustees to impose penalties by way of denial of pension benefits and/or service credit for Employees of Employers who, under certain circumstances, do not continue to be obligated to contribute to the Fund in accordance with their agreement with the Union or the Trustees.

10.2 Delinquent Employers

If an Employer does not make contributions to the Fund as required by its agreement with the Union and by the administrative procedures adopted by the Trustees, the Trustees may, in their discretion, terminate the Employers status as an Employer, and may cancel retroactively years of service credit based on service with such Employer.

10.3 Short Term Contributing Employers

In the event that an Employer ceases to be obligated to make contributions to the Fund at any time during the period ending sixty (60) months after its receipt of its notice of acceptance as set forth in Section 9.5, the Trustees shall have the right to:

- (a) Terminate or reduce pensions attributable to service prior to the date the Employer first became bound to contribute to the Fund thereafter payable to Pensioners who were formerly employed by the said Employer, if the total amount contributed by said Employer, less benefit payments already made, is less than the actuarially determined value of the pension benefits thereafter payable with respect to such Pensioners; and
- (b) Terminate or alter the rights under this Plan of Employees of said Employer who are not receiving a pension attributable to service prior to the date such Employer first became obligated to contribute to the Fund in such manner as the Trustees consider necessary to preserve an actuarially sound relationship between the liability for benefits anticipated for the Employees involved and the contributions of the said Employer, after taking into account the existing liability to Pensioners who formerly were employed by said Employer.

ARTICLE XI
AMENDMENT AND TERMINATION OF PLAN

11.1 Amendment

It is the intent that the Plan shall be continued indefinitely, and every effort has been made to arrange the Plan so that it shall meet future conditions. Changes or amendments to the Plan, or termination of the Plan, shall be subject to the collective bargaining process; provided, however, that the Trustees may amend the Plan so long as any amendment does not enlarge the obligations undertaken by the parties to a Collective Bargaining Agreement, except to the extent required by law. No amendment to the Plan (including a change in the actuarial basis for determining optional or early retirement benefits) shall be effective to the extent that it has the effect of decreasing a Participant's accrued benefit. Notwithstanding the preceding sentence, a Participant's accrued benefit may be reduced to the extent permitted under section 412(c)(8) of the Code or Section 4281 of ERISA. For purposes of this Section 11.1, an amendment which has the effect of (a) eliminating or reducing an Early Retirement Benefit or a retirement-type subsidy, or (b) eliminating an optional form of benefit, with respect to benefits attributable to service before the amendment, shall be treated as reducing accrued benefits. In the case of a retirement type subsidy, the preceding sentence shall apply only with respect to a Participant who satisfies (either before or after the amendment) the pre-amendment conditions for the subsidy. In general, a retirement-type subsidy is a subsidy that continues after retirement, but does not include a qualified disability benefit, a medical benefit, a social security supplement, a death benefit (including life insurance), or a plant shutdown benefit (that does not continue after retirement age). Furthermore, no amendment to the Plan shall have the effect of decreasing a Participant's vested interest determined without regard to such amendment as of the later of the date such amendment is adopted, or becomes effective.

11.2 Termination

The Plan will be considered terminated by the occurrence of any of the following events:

- (a) The amendment of the Plan to provide that all Participants will receive no credit for any purpose under the Plan for service with an Employer after a specified date;
- (b) The complete withdrawal (as defined in Section 4203 of ERISA) of every Employer; or
- (c) The amendment of the Plan, which amendment causes the Plan to become a defined contribution plan.

No benefits shall accrue after the complete or partial termination of this Plan. A partial termination of this Plan shall apply only to those Participants whose benefits are affected by such partial termination. The rights of all Participants to benefits accrued to the date of complete or partial plan termination shall be nonforfeitable.

11.3 Merger or Consolidation

To the extent required by the Pension Benefit Guaranty Corporation, no merger or consolidation with or transfer of assets and liabilities to another qualified plan shall occur unless each Participant in the Plan would receive a benefit under the Plan if the Plan terminated immediately after such merger, consolidation, or transfer equal to the benefit he would have received under this Plan if it had been terminated immediately prior to the merger, consolidation, or transfer; provided, however, that no merger or consolidation with, or transfer of assets and liabilities to, any other multiemployer plan as defined in Section 414(f) of the Code shall occur unless the merger, consolidation, or transfer satisfies the requirements of Section 4231 of Title 29 of the Code of Federal Regulations or any successor regulation.

ARTICLE XII
MISCELLANEOUS PROVISIONS

12.1 Limitation on the Rights of Participants

Nothing contained in this Plan shall give an Employee the right to be retained in the employment of the Employer or to interfere with the right of the Employer to discharge or retire any Employee at any time. Participation under this Plan shall not give any Participant the right to claim retirement benefits to the extent such right or claim is specifically fixed under the terms of this Plan. Such benefits shall be payable pursuant to this Plan only.

12.2 Facility of Payment

If any Participant or Beneficiary entitled to benefits under this Plan is, in the opinion of the Administrator, legally, physically or mentally incapable of personally receiving any payment pursuant to this Plan, the Administrator may direct payment thereof to such other person, persons, or institution who, in the opinion of the Administrator, is then maintaining or has custody of such Participant or Beneficiary entitled to benefits unless or until claim is made by a duly appointed guardian or other legal representative of such Participant or Beneficiary entitled to benefits. Such payments shall constitute a full discharge of the liability of the Trustees with respect to the amount so paid.

12.3 Non-Transferability

To the extent permitted by law, the benefits, or any part thereof payable hereunder, or any annuity contract distributed, shall not be subject to alienation, anticipation, assignment, commutation, or encumbrance by any Participant entitled thereto, and shall not be subject to any debts, contracts, or engagements of any Participant or to any judicial process to levy upon or to attach to same, except that any annuity contract may be transferred back to the insurance company with its consent. The preceding sentence shall not apply to the creation, assignment, or recognition of a right to any interest payable hereunder with respect to a Participant pursuant to (i) a qualified domestic relations order as defined in Section 414(p) of the Code, (ii) a federal tax levy or collection by the Internal Revenue Service on a judgment resulting from an unpaid tax assessment; or (iii) a judgment or settlement described in Section 401(a)(13)(C) of the Code. In the case of a qualified domestic relations order entered into before January 1, 1985, the Administrator shall direct the Trustee to order as a qualified domestic relations order if the Trustee is paying benefits pursuant to such order on such date and may treat any other such order entered before such date as a qualified domestic relations order even if such order does not meet the requirements of ERISA and the Code as amended by the Retirement Equity Act of 1984.

12.4 Internal Revenue Service Qualification

Notwithstanding anything contained herein to the contrary, if the Internal Revenue Service determines that any provision of this Plan is invalid or inadequate under Section 401 or 501 of the Code or if this Plan fails to qualify under the Code because of the omission of any provision required under Section 401 or 501(a) of the Code, said invalid, inadequate or omitted provisions shall not affect the remaining parts of the Plan which shall be deemed to be in full force and effect. The Plan as then in effect shall be amended so as to comply in all respects with the requirements for qualification under the Code.

12.5 Illegality or Invalidity of any Provision

If any provisions of the Plan are held to be illegal or invalid for any reason other than those specified in Section 12.4, such illegality or invalidity shall not affect the remaining parts of the Plan, but the Plan shall be construed and enforced as if such illegal and invalid provisions had never been inserted in the Plan.

12.6 No Right to Assets

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

12.7 Non-Reversion

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

12.8 Gender

Wherever any words are used in this 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 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.

ARTICLE XIII
CONTINGENT TOP-HEAVY PROVISIONS

This Article shall apply to this Plan commencing October 1, 1984, if the Plan has been deemed to be Top-Heavy; provided, however, that Sections 13.2 through 13.5 shall apply only to those Participants not included in a unit of Employees covered by a Collective Bargaining Agreement between an Employee representative and one or more Employers (hereinafter referred to as "Top-Heavy Participants"). This Article XIII shall not apply unless during the Plan Year at least one (1) Top-Heavy Participant earns at least one (1) Benefit Accrual Unit or Vesting Credit.

13.1 Definitions

The following definitions apply to the Plan in addition to those in Article I.

- (a) "Key Employee" shall mean any Employee or former Employee (and the beneficiaries of such) who at any time during the Determination Period is a Key Employee determined in accordance with Section 416(i)(1) of the Code, and the Regulations thereunder.
- (b) "Determination Period" shall mean the Plan Year containing the Determination Date.
- (c) "Determination Date" shall mean for any Plan Year subsequent to the first Plan Year, the last day of the preceding Plan Year. For the first Plan Year of the Plan, the Determination Date shall be the last day of that year.
- (d) "Employer" shall mean an Employer and any entity which would be aggregated with an Employer under Sections 414(b), (c) or (m) of the Code.
- (e) "Top-Heavy Plan" shall mean a plan under which any of the following conditions exists:
 - (i) If the Top-Heavy Ratio for the plan exceeds sixty percent (60%) and the plan is not part of any Required Aggregation Group or Permissive Aggregation Group of plans;
 - (ii) If the plan is part of a Required Aggregation Group of plans but not part of a Permissive Aggregation Group and the Top-Heavy Ratio for the group of plans exceeds sixty percent (60%); or
 - (iii) If the plan is a part of a Required Aggregation Group and part of a Permissive Aggregation Group of plans and the Top-Heavy Ratio for the Permissive Aggregation Group exceeds sixty percent (60%).
- (f) "Top-Heavy Ratio" — In computing the Top-Heavy Ratio, this Plan shall be treated as maintained by an Employer but only to the extent that benefits are provided to Employees of the Employer because of service with that Employer.

The Top-Heavy Ratio shall be computed separately with respect to each Employer and shall mean:

- (i) If the Employer maintains one or more defined benefit plans and the Employer has not maintained any defined contribution plan (including any simplified employee pension plan) which during the one (1) year period ending on the Determination Date, has or has had account balances, the Top-Heavy Ratio for this Plan alone or for the Required or Permissive Aggregation Group as appropriate is a fraction, the numerator of which is the sum of the present value of accrued benefits of all Key Employees as of the Determination Date (including any part of any accrued benefit distributed in the one (1) year period ending on the Determination Date), and the denominator of which is the sum of all accrued benefits (including any part of any accrued benefit distributed in the one (1) year period ending on the Determination Date), both computed in accordance with Section 416 of the Code and the Regulations thereunder. For purposes of this Section 13.1(f)(i), distributions that are made for any reason other than as a result of severance from employment, death or Disability (as defined in Section 5.2 of the Plan) will be taken into account if they are distributed during the five-year period ending on the Determination Date.
- (ii) If the Employer maintains one or more defined benefit plans and the Employer maintains or has maintained one or more defined contribution plans (including any simplified employee pension plan) which during the one (1) year period ending on the Determination Date, has or has had any account balances, the Top-Heavy Ratio for any Required or Permissive Aggregation Group as appropriate is a fraction, the numerator of which is the sum of the present value of accrued benefits under the aggregated defined benefit plan or plans for all Key Employees, determined in accordance with (i) above, and the sum of the account balances under the aggregated defined contribution plan or plans for all Key Employees as of the Determination Date, and the denominator of which is the sum of the account balances under the aggregated defined contribution plan or plans for all participants, and the present value of accrued benefits under the defined benefit plan or plans for all participants, determined in accordance with (i) above, as of the Determination Date, all determined in accordance with Section 416 of the Code, and the Regulations thereunder. The account balances under a defined contribution plan in both the numerator and denominator of the Top-Heavy Ratio shall be adjusted for any distribution of an account balance made in the one (1) year period ending on the Determination Date (or during the five (5) year period ending on the Determination Date, if such distributions are made for any reason other than as a result of severance from employment, death or Disability, as defined in Section 5.2 of the Plan).
- (iii) If any individual has not performed services for the Employer at any time during the one (1) year period ending on the Determination Date, any

accrued benefit for such individual (and the account of such individual) shall not be taken into account.

- (iv) The accrued benefit of any Employee (other than a Key Employee) shall be determined (1) under the method which is used for accrual purposes for all plans of the Employer or (2) if no such method, as if such benefit accrued not more rapidly than the slowest accrual rate permitted under Code Section 411(b)(1)(C).
- (g) "Permissive Aggregation Group" shall mean the Required Aggregation Group of plans plus any other plan or plans of the Employer which, when considered as a group with the Required Aggregation Group, would continue to satisfy the requirements of Sections 401(a)(4) and 410 of the Code.
- (h) "Required Aggregation Group" shall mean each qualified plan of the Employer in which at least one Key Employee participates or participated at any time during the Determination Period (regardless of whether the plan has terminated) and any other qualified plan of the Employer which enables or enabled any of the foregoing to meet the requirements of Sections 401(a)(4) or 410 of the Code.

13.2 Minimum Accrued Benefit

- (a) Notwithstanding any other provision in this Plan except subparagraphs (c), (d), and (e) below, for any Plan Year in which this Plan is Top-Heavy, each Top-Heavy Participant (other than a Key Employee) who has completed 1,000 Hours of Service in the Plan Year will accrue a benefit (to be provided solely by Employer contributions and expressed as a Life Annuity commencing at Normal Retirement Date) of not less than two (2) percent of his highest average Compensation for the five (5) consecutive years for which the Top-Heavy Participant had the highest Compensation. The aggregate Compensation for the years during such five (5) year period in which the Top-Heavy Participant was credited with a year of service shall be divided by the number of such years in order to determine average annual Compensation. The minimum accrual shall be determined without regard to any social security contribution made by the Employer on behalf of the Employee.
- (b) For purposes of computing the minimum accrued benefit, Compensation shall mean the Top-Heavy Participant's W-2 wages for the calendar year ending with or within the Plan Year.
- (c) No additional benefit accruals shall be provided pursuant to subparagraph (a) above to the extent that the total accruals on behalf of the Top-Heavy Participant attributable to Employer contributions will provide a benefit expressed as a Life Annuity commencing at Normal Retirement Date that equals or exceeds twenty percent (20%) of the Top-Heavy Participant's highest average Compensation for the five (5) consecutive years for which the Top-Heavy Participant had the highest Compensation.

- (d) The provisions in subparagraph (a) above shall not apply to any Top-Heavy Participant to the extent that the Participant is covered under any other plan or plans of the Employer and the Employer has provided the minimum allocation or benefit required under Section 416 of the Code in such other plan or plans.
- (e) All accruals of Employer derived benefits, whether or not attributable to years for which the Plan is Top-Heavy, may be used in computing whether the minimum accrual requirements of subparagraph (c) above are satisfied.

If the form of benefit is other than a Life Annuity, the Top-Heavy Participant must receive an amount that is the Actuarial Equivalent of the Life Annuity. If the benefit commences at a date other than at Normal Retirement Date, the Top-Heavy Participant must receive at least an amount that is the Actuarial Equivalent of the Life Annuity commencing at Normal Retirement Date.

13.3 Compensation Limitation

For any Plan Year in which the Plan is Top-Heavy, only the first \$200,000 (as adjusted by the Secretary of Treasury at the same time and in the same manner as under Section 415(d) of the Code) of each Top-Heavy Participant's annual Compensation will be taken into account for purposes of determining benefits under the Plan.

13.4 Minimum Benefit and Minimum Contribution Not Required

If, with respect to an Employer, this Plan is deemed to be Top-Heavy and the Employer also maintains a top-heavy defined contribution plan, the Employer and the Trustees shall adopt such rules or regulations as may be necessary to ensure that this Plan complies in all respects with the requirements of Section 416 of the Code. Such rules and regulations shall prevent the duplication of minimum contributions or benefits under such plans in a manner which is consistent with regulations prescribed by the Secretary of the Treasury.

13.5 Minimum Vesting Schedule

For any Plan Year in which this Plan is Top-Heavy, the accrued benefits of a Top-Heavy Participant in this Plan shall become nonforfeitable in accordance with the following vesting schedule:

<u>Vesting Credits</u>	<u>Vesting Percentage</u>
Less than 2	0%
2 but less than 3	20%
3 but less than 4	40%
4 but less than 5	60%
5 but less than 6	80%
6 or more	100%

The minimum vesting schedule shall apply to all benefits within the meaning of Section 411(a)(7) of the Code including benefits accrued before the effective date of Section 416 of the Code and benefits accrued before the Plan became Top-Heavy. In the event the benefits of a Top-Heavy Participant are suspended under Section 7.9, the benefit payable upon the subsequent resumption of payments (to the extent it is nonforfeitable under this Section) shall be actuarially increased based on the factors contained in the Appendix attached hereto to reflect the nonpayment of benefits during such period of reemployment. No reduction in vested benefits may occur in the event the Plan's status as Top-Heavy changes for any Plan Year; provided, however, that this Section does not apply to the accrued benefits of any Employee who does not have an Hour of Service while the Plan is Top-Heavy and such Employee's accrued benefits attributable to Employer contributions will be determined without regard to this Section.

Effective October 1, 1989, an automatic change to or from a Top-Heavy vesting schedule shall be deemed to be an amendment of the vesting schedule and in such a case, each Top-Heavy Participant with at least three (3) years of service with the Employer shall have his nonforfeitable percentage computed under the Plan as follows:

- (a) Participants who are credited with at least one (1) Hour of Service not covered under the terms of a Collective Bargaining Agreement on or after October 1, 1989 shall have their nonforfeitable percentage determined in accordance with Article IV; and
- (b) All other Participants shall have their nonforfeitable percentage determined in accordance with this Section 13.5 regardless of when such benefits were earned.

ARTICLE XIV
SPECIAL PROVISIONS

For those Employers shown below, the Plan provisions described in this Article shall be in lieu of the standard Plan provisions contained in the Plan; provided, however, that all other provisions of the Plan shall apply in the administration of the Plan for those Employers.

14.1 Employees of Oregon Metallurgical Corporation Deferred Normal Pension

- (a) If an Employee terminates his service for reasons other than death or Total and Permanent Disability prior to his Early Retirement Date, but after he has earned five (5) Vesting Credits, such Employee shall be entitled to elect a Deferred Normal Pension. The amount of the Deferred Normal Pension shall be the amount of benefit earned by the Employee as of his termination of service date, multiplied by the appropriate percentage from the following vesting schedule unless the vesting schedule contained in Section 13.5 applies to such Participant:

<u>Vesting Credits As of Termination</u>	<u>Percentage Vested</u>
less than 5	0%
5	100%

- (b) The Normal Retirement Date is the first day of the month coinciding with or immediately preceding the date on which the sum of (i) and (ii) is equal to 75, where:
- (i) Is the age of the Participant; and
- (ii) Is the number of the Vesting Credits for the Participant

provided that such date is earlier than the Participant's Normal Retirement Date in Section 4.2.

- (c) The pre-retirement spouse's death benefit under Section 6.1 shall be a monthly benefit payable in the amount of the monthly pension payable on a 100% Joint and Survivor Annuity basis from the later of the date of the earliest Early Retirement Date of the Participant or the first day of the month coinciding with or immediately following the date of death of the Participant based on the accrued benefit at the date of death.

14.2 Employees of H. Kramer & Co. Covered Under Previous Plan Death

If an Employee who was covered under the H. Kramer & Co. Employees' Pension Trust dies while a Participant in this Plan, in addition to the death benefit, if any, payable under this Plan, his Beneficiary shall be entitled to receive an amount equal to the Participant's cash value amounts of any life insurance policies used to fund his benefits under the H. Kramer & Co. Employees' Pension Trust.

14.3 Employees of Northwest Metal Products

For the purpose of computing benefits under Article IV of the Plan, a Participant's normal monthly pension amount shall be based on the accumulation of a maximum of thirty (30) Benefit Accrual Units.

14.4 Employees of Seattle Steel Company

Benefit Accrual Units: No accrual units shall be credited for any service prior to the date Seattle Steel Company first became bound to contribute to the Fund.

Vesting Credits: One Vesting Credit shall be earned for each twelve-consecutive-month period of continuous employment with Bethlehem Steel Corporation prior to the date Seattle Steel Company first became bound to contribute to the Fund.

Cash-out of Certain Benefits: Notwithstanding any Plan provision to the contrary, each Participant (a) who has terminated his employment with Seattle Steel company, (b) who has satisfied the conditions for a Normal Pension Benefit under Section 4.2 (without regard to the age requirement set forth in Section 4.2(a)), and (c) who has a nonforfeitable Plan benefit the present value of which does not exceed one thousand dollars (\$1,000.00) shall receive a single lump sum cash distribution equal to the present value of such benefit as soon as administratively feasible after the date a Participant retires from Seattle Steel company under the provisions of the Plan. For purposes of the foregoing, the present value of a Participant's benefit shall be calculated in the manner set forth in Section 4.10.

14.5 Employees of Oremet Titanium

- (a) The Normal Retirement Date of a Participant who is an Employee Oremet Titanium shall be the first day of the month coinciding with or immediately preceding the date the Participant's age when added to his Vesting Credits equal seventy-five (75) if such date is earlier than that otherwise provided in Section 4.2 of the Plan.
- (b) The Preretirement Spousal Survivor Benefit paid under Section 6.1 of the Plan on behalf of a Participant who was an Employee of Oremet Titanium shall equal the payments which would have been made under a Qualified Joint and Survivor Annuity with a 100% continuation of payments for the surviving Spouse if the Participant had retired on the day before his death.

14.6 Employees of Triangle Pacific

Notwithstanding anything contained in Section 4.6 of the Plan to the contrary, if a Participant (a) is an Employee of Triangle Pacific, (b) is included in a unit of Employees covered by a Collective Bargaining Agreement between an Employee representative and Triangle Pacific, (c) has at least one Hour of Service after July 1, 1989, and (d) terminates service for reasons other than death or Total and Permanent Disability, such Participant shall be entitled to a Deferred Normal Pension Benefit commencing on the first day of the

month coinciding with or immediately preceding the date such Participant attains age sixty-five (65). The amount of the Deferred Normal Pension shall be the amount of benefit earned by the Employee as of his termination of service date, multiplied by the appropriate percentage from the following vesting schedule:

<u>Vesting Credits</u> <u>As of Termination</u>	<u>Percentage Vested</u>
less than 5	0%
5	100%

14.7 Employees of Alumax Mill Products

Notwithstanding anything contained in Section 4.3 of this Plan to the contrary, if a Participant was an Employee of Alumax Mill Products, Inc. on August 2, 1984, his monthly pension shall equal eight dollars (\$8.00) for each Benefit Accrual Unit credited prior to August 2, 1984 plus an amount equal to three percent (3%) of the Employer Contributions required to be made to the Plan on the Employee's behalf for Hours of Service credited on or after August 2, 1984; provided, however, that at least one such Benefit Accrual Unit was credited while the Employee was a Participant.

14.8 Employees of Professional Insurance Consultants, Inc. d/b/a T. Patrick Corcoran Consultant Administrators

Notwithstanding any provision in Section 2.1 to the contrary, any Employee of Professional Insurance Consultants, Inc. d/b/a T. Patrick Corcoran Consultant Administrators who has completed at least one (1) Year of Service and has attained age 21 shall become a Participant as of the first day of the Plan Year on or immediately preceding the date such participation requirements have been satisfied, provided that such Employee is not:

- (a) a person whose Compensation and conditions of employment are subject to determination by collective bargaining, provided that retirement entitlements have been a subject of good faith bargaining between the Employer and the person's lawful representative or bargaining agent and contributions are not required to be made to this Plan; or
- (b) a person for whom contributions are made for retirement benefits under the Southern Alameda County Restaurant and Tavern Pension Plan.

For purposes of this Section, a Year of Service shall mean a twelve (12) month period commencing on the Employee's first day of employment with Professional Insurance Consultants, Inc. d/b/a T. Patrick Corcoran Consultant Administrators, and each anniversary thereafter, in which the Employee completes at least one thousand (1,000) Hours of Service.

14.9 Employees of Cascade Steel Rolling Mills, Inc.

- (a) Definitions. For purposes of this Section 14.09, the following terms shall have the meaning set forth below:
- (i) “Accrual Computation Period” shall mean the Plan Year.
 - (ii) “Accrued Benefit” shall mean that portion of a Participant’s retirement benefit to which he would be entitled at Normal Retirement Date at any point in time by reason of his service credited under this Plan for benefit accrual purposes. A Participant’s Accrued Benefit is computed without reference to whether or not it is nonforfeitable.
 - (iii) “Benefit Accrual Unit”
 - (1) A Participant shall be credited with 1/12 of one Benefit Accrual Unit for each completed calendar month of employment with Cascade Steel Rolling Mills, Inc. prior to January 1, 1975, provided such employment was within the jurisdictional boundary of the Union.
 - (2) Except as provided herein, one Benefit Accrual Unit shall be earned for each Accrual Computation Period during which the Participant completes eighteen hundred (1,800) or more Hours of Service (or a ratable portion thereof in an Accrual Computation Period of less than twelve (12) months). For each Accrual Computation Period during which the Participant completes at least four hundred fifty (450) Hours of Service (or a ratable portion thereof in an Accrual Computation Period of less than twelve (12) months) but fewer than eighteen hundred (1,800) Hours of Service (or a ratable portion thereof in an Accrual Computation Period of less than twelve (12) months), a fraction of one Benefit Accrual Unit shall be earned. This fraction shall have a numerator equal to the number of Hours of Service completed during the Accrual Computation Period, and a denominator equal to eighteen hundred (1,800) (or a ratable portion thereof in an Accrual Computation Period of less than twelve (12) months) computed to two (2) decimal places.
 - (iv) “Break in Service” shall mean a Plan Year in which a Participant fails to be credited with at least 435 Hours of Service (or a ratable portion thereof in a Plan Year of less than twelve (12) months); provided, however, that in the case of an Employee who was a Participant in the Cascade Steel Rolling Mills, Inc. Pension Plan (the “Cascade Plan”) on October 28, 1985 and who, as of that date, had earned five (5) or more Vesting Credits, Break in Service shall mean a Plan Year in which the Participant failed to complete 450 Hours of Service (or a ratable portion thereof in a Plan Year

of less than twelve (12) months) as defined in the Cascade Plan prior to 1985 if such definition would otherwise prevent a Break in Service from occurring.

- (v) "Collective Bargaining Agreement" shall mean the agreement dated June 4, 1975, by and between Cascade Steel Rolling Mills, Inc. and the United Steelworkers of America, AFL-CIO, or any successor agreement or amendment thereto which may be adopted from time to time.
- (vi) "Early Retirement Date" shall mean the first day of the month coinciding with or next following the date the Participant both attains age fifty-five (55) and earns five (5) or more Vesting Credits.
- (vii) "Hour of Service" shall mean:
 - (1) Each hour for which an Employee is directly or indirectly paid by, or entitled to payment by, the Employer for the performance of duties for the Employer;
 - (2) Each hour for which an Employee is entitled to back pay, regardless of mitigation of damages, which has been either awarded or agreed to by the Employer but only to the extent 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 Employer;
 - (3) Each hour of Total and Permanent Disability provided, however, that no more than 436 Hours of Service shall be credited under this subparagraph (3);
 - (4) Without limiting the foregoing, in the case of a period of time which begins on or after the first day of the first Plan Year beginning after December 31, 1985 during which no duties are performed, by reason of the pregnancy of an Employee, by reason of the birth of a child of the Employee, by reason of the placement of a child with the Employee in connection with the adoption of such child for a period beginning immediately following such birth or placement, or for purposes of caring for such child for a period beginning immediately after the child's birth or placement, Hour of Service shall mean, solely for purposes of determining whether a one-year Break in Service has occurred, each hour which otherwise would normally have been credited to such Employee but for such absence, or, if such hours cannot be determined, eight Hours of Service per day of such absence. No more than 435 Hours of Service (or 501 Hours of Service for Employees whose Break in Service is measured by 450 Hours of Service) will be credited under this subparagraph (4) by reason of any such

pregnancy, birth, placement, or care. These hours will be credited to the Employee for the computation period in which the absence from work begins if an Employee would be prevented from incurring a one-year Break in Service in such computation period solely because the period of absence is treated as Hours of Service as provided in this paragraph; or in any other case, in the immediately following computation period. No Hours of Service will be credited to an Employee under this paragraph unless the Employee furnishes to the Administrator such timely information as the Administrator may reasonably require to establish that the absence from work is for reasons referred to in this subparagraph (4) and the number of days for which there is an absence;

- (5) An Employee shall also be credited with Hours of Service for employment with any entity which is a member of a controlled group of corporations as described in Section 414(b) of the Code, a group of trades or businesses under common control (whether or not incorporated) as described in Section 414(c) of the Code, or an affiliated service group as defined in Section 414(m) of the Code of which the Employer is a member.

There shall be no duplication of hours for which credit is available under any of the preceding rules. For purposes of crediting hours under subparagraphs (a), (b), (c), and (e), hours shall be credited to the computation period or periods in accordance with Part 2530.200b-2(c) and Part 2530.200b-3(d)(4) of Title 29 of the Code of Federal Regulations which are incorporated herein by this reference.

Notwithstanding the definition of Hour of Service contained herein, in the case of an Employee, who was a Participant in the Cascade Plan on October 28, 1985, and who as of such date had earned five (5) or more Vesting Credits, Hours of Service shall mean for certain purposes of the Plan Hours of Service as defined in the Cascade Plan prior to 1985. For Plan Years commencing prior to January 1, 1985, Hour of Service shall mean (A) each hour for which an Employee is directly or indirectly paid, or entitled to payment, by the Employer for the performance of duties, (B) each hour for which an Employee is directly or indirectly paid, or entitled to payment, by the Employer for reasons other than for the performance of duties (such as vacation, sickness or disability), and (C) each hour for which back pay, irrespective of mitigation of damages, has been either awarded or agreed to by the Employer. In the case of any Employee who is receiving disability benefits, nor more than five hundred one (501) hours shall be credited for any single continuous period of disability.

- (viii) "Normal Retirement Age" shall mean the earlier of:
- (1) The date the Participant attains age sixty-two (62), and satisfies (A), (B), or (C) below:
 - (A) With respect to service performed on or after January 1, 1988, the date which is the fifth (5th) anniversary of the date the Participant commenced participation in the Plan,
 - (B) The date which is the tenth (10th) anniversary of the date the Participant commenced participation in the Plan,
 - (C) The date the Participant earns five (5) Vesting Credits, or
 - (2) effective for Participants who have at least one (1) Hour of Service after December 31, 1987 and at least twenty-five (25) Benefit Accrual Units, the date the Participant terminates employment for reasons other than death or disability.
- (ix) "Normal Retirement Date" shall mean the first day of the month coinciding with or next following the date the Participant attains his Normal Retirement Age. For purposes of determining the Normal Retirement Date of an Employee who resumes covered service under the Plan after having forfeited all Benefit Accrual Units and all Vesting Credits under Subsections 14.9(c) and 14.9(k)(iii), the date any such Participant commenced participation in the Plan shall be the date he again begins participating in the Plan under Section 2.1.
- (x) "Participant" shall mean any person who was a Participant under the Cascade Plan as of December 31, 1994, and any person who subsequently meets the requirements for participation hereunder.
- (xi) "Pension Benefit Starting Date" shall mean the first day of the first period for which benefits are payable under this Plan. In the case of a Pension Benefit Starting Date which occurs on or after the Participant's Normal Retirement Date, such date shall apply to additional accruals after such date. In the case of a Pension Benefit Starting Date which occurs prior to the Participant's Normal Retirement Date, such date shall not apply to additional accruals after such date. For purposes of any disability benefit payable under Subsection 14.9(h) to a Participant (1) who has not met the requirements of a normal pension as set forth in Subsection 14.9(d), (2) who elects an early retirement pension as set forth in Subsection 14.09(e), and (3) who does not return to service with the Employer, his Pension Benefit Starting Date with respect to such benefit shall be the first day of the first period for which disability payments are payable under this Plan.
- (xii) "Plan Year" shall mean the calendar year for all years prior to January 1, 1994. Commencing January 1, 1994 and through September 30, 1994,

Plan Year shall mean the period from January 1, 1994 through September 30, 1994. Commencing October 1, 1994, Plan Year shall mean the twelve-month period commencing on October 1 and ending on September 30.

- (xiii) "Union" shall mean the United Steelworkers of America, AFL-CIO, for and on behalf of its affiliated Local No. 8378.
 - (xiv) "Vesting Computation Period" shall mean each January 1 through December 31 from January 1, 1975 through December 31, 1993. Commencing January 1, 1994 through September 30, 1994, Vesting Computation Period shall mean the period from January 1, 1994 through September 30, 1994. Commencing October 1, 1994, Vesting Computation Period shall mean the twelve-month period commencing on October 1 and ending on September 30.
- (b) Benefit Formula. The Accrued Benefit of a Participant shall be determined using the largest multiplier described below which applies to the Participant at the time the Participant's Accrued Benefit payments commence:
- (i) Pension Benefit Starting Date on or after January 1, 1986. The Accrued Benefit of a Participant (1) who has not earned at least one (1) Hour of Service on or after January 1, 1988, (2) whose Pension Benefit Starting Date occurred on or after January 1, 1986, and (3) who had not applied for a pension under this Plan as of January 1, 1986 shall be equal to twenty-eight dollars and seventy-five cents (\$28.75) multiplied by the number of Benefit Accrual Units earned by the Participant as of the date such benefit is calculated.
 - (ii) Pension Benefit Starting Date on or after January 1, 1988. The Accrued Benefit of a Participant (1) who has earned at least one (1) Hour of Service on or after January 1, 1988 and (2) whose Pension Benefit Starting Date occurred on or after January 1, 1988, shall be equal to thirty-five dollars and seventy-five cents (\$35.75) multiplied by the number of Benefit Accrual Units earned by the Participant as of the date such benefit is calculated.
 - (iii) Pension Benefit Starting Date for Participants on or after January 1, 1991. The Accrued Benefit of a Participant (1) who has earned at least one (1) Hour of Service on or after January 1, 1991 and (2) whose Pension Benefit Starting Date occurred on or after January 1, 1991, shall be equal to forty-two dollars and twenty-five cents (\$42.25) multiplied by the number of Benefit Accrual Units earned by the Participant as of the date such benefit is calculated.
 - (iv) Pension Benefit Starting Date for Participants on or after February 1, 1992. The Accrued Benefit of a Participant (1) who has earned at least

- one (1) Hour of Service on or after February 1, 1992 and (2) whose Pension Benefit Starting Date occurs on or after February 1, 1992, shall be equal to forty-five dollars (\$45.00) multiplied by the number of Benefit Accrual Units earned by the Participant as of the date such benefit is calculated.
- (v) Pension Benefit Starting Date for Participants on or after February 1, 1995. The Accrued Benefit of a Participant (1) who has earned at least one (1) Hour of Service on or after February 1, 1995 and (2) whose Pension Benefit Starting Date occurs on or after February 1, 1995, shall be equal to fifty-one dollars and fifty cents (\$51.50) multiplied by the number of Benefit Accrual Units earned by the Participant as of the date such benefit is calculated.
- (vi) Pension Benefit Starting Date for Participants on or after February 19, 1996. The Accrued Benefit of a Participant (1) who has earned at least one (1) Hour of Service on or after February 19, 1996, and (2) whose Pension Benefit Starting Date occurs on or after February 19, 1996, shall be equal to fifty-four dollars (\$54.00) multiplied by the number of Benefit Accrual Units earned by the Participant as of the date such benefit is calculated.
- (vii) Pension Benefit Starting Date for Participants on or after February 1, 1997. The Accrued Benefit of a Participant (1) who has earned at least one (1) Hour of Service on or after February 1, 1997 and (2) whose Pension Benefit Starting Date occurs on or after February 1, 1997, shall be equal to fifty-six dollars and seventy-five cents (\$56.75) multiplied by the number of Benefit Accrual Units earned by the Participant as of the date such benefit is calculated.
- (viii) Pension Benefit Starting Date for Participants on or after February 1, 1998. The Accrued Benefit of a Participant (1) who has earned at least one (1) Hour of Service on or after February 1, 1998 and (2) whose Pension Benefit Starting Date occurs on or after February 1, 1998, shall be equal to fifty-nine dollars and fifty cents (\$59.50) multiplied by the number of Benefit Accrual Units earned by the Participant as of the date such benefit is calculated.
- (ix) Pension Benefit Starting Date for Participants on or after April 1, 2000. The Accrued Benefit of a Participant (1) who has earned at least one (1) Hour of Service on or after April 1, 2000 and (2) whose Pension Benefit Starting Date occurs on or after April 1, 2000, shall be equal to sixty-nine dollars and fifty cents (\$69.50) multiplied by the number of Benefit Accrual Units earned by the Participant as of the date such benefit is calculated.

- (x) Pension Benefit Starting Date for Participants on or after April 1, 2001. The Accrued Benefit of a Participant (1) who has earned at least one (1) Hour of Service on or after April 1, 2001 and (2) whose Pension Benefit Starting Date occurs on or after April 1, 2001, shall be equal to seventy-three dollars (\$73.00) multiplied by the number of Benefit Accrual Units earned by the Participant as of the date such benefit is calculated. If a Participant terminated employment prior to April 1, 2001, and later returns to Covered Service, the Participant must earn at least 1800 Hours of Service during one Plan Year after the Participant returns to Covered Service in order to qualify for the Accrued Benefit multiplier set forth in this subparagraph.
 - (xi) Pension Benefit Starting Date for Participants between April 1, 2002 and September 30, 2003. The Accrued Benefit of a Participant (1) who has earned at least one (1) Hour of Service between April 1, 2002 and September 30, 2003 and (2) whose Pension Benefit Starting Date occurs between April 1, 2002 and September 30, 2003, shall be equal to seventy-six dollars and fifty cents (\$76.50) multiplied by the number of Benefit Accrual Units earned by the Participant as of the date such benefit is calculated.
 - (xii) Pension Benefit Starting Date for Participants on or after October 1, 2003. The Accrued Benefit of a Participant (1) who has earned at least one (1) Hour of Service on or after October 1, 2003 and (2) whose Pension Benefit Starting Date occurs on or after October 1, 2003, shall be equal to twenty-six dollars and one cent (\$26.01) multiplied by the number of Benefit Accrual Units earned by the Participant as of the date such benefit is calculated.
- (c) Disregarded Service.

The following Benefit Accrual Units shall be disregarded for benefit accrual purposes:

- (i) Benefit Accrual Units earned prior to a period of consecutive one-year Breaks in Service shall not be counted if the Employee does not have any nonforfeitable interest under the Plan attributable to an Accrued Benefit derived from Employer contributions and the number of the Employee's consecutive one-year Breaks in Service equals or exceeds the greater of five (5) or the aggregate number of his Benefit Units earned prior to such Break. In applying the rules of this subparagraph, if any Benefit Accrual Units are disregarded by reason of any earlier one-year Break in Service, such Benefit Accrual Units shall not be aggregated when determining whether Benefit Accrual Units are to be disregarded by reason of a subsequent Break in Service.

- (ii) Benefit Accrual Units which were disregarded under the Break in Service rules contained in the Cascade Plan.
- (iii) Benefit Accrual Units (or fractions thereof) earned during any period the Employee is employed in a job classification not covered by the terms of the Collective Bargaining Agreement.
- (iv) Benefit Accrual Units (or fractions thereof) earned during any period the Employee is employed on or after October 1, 2005 by an Employer that did not execute the Agreement for Additional Contributions to the Steelworkers Western Independent Shops Pension Trust.

(d) Normal Retirement Benefit.

Each Participant under this Plan on his Normal Retirement Date may elect a benefit on such date subject to the conditions contained herein.

A Participant's Accrued Benefit shall equal the amount calculated under subsection 4.9(b) as of the Participant's Normal Retirement Date.

A Participant who has earned five (5) or more Vesting Credits may elect to retire upon the attainment of age sixty-two (62) provided such Participant is actively employed by the Employer on such date.

(e) Early Retirement Benefit.

A Participant may elect in writing on or after his Early Retirement Date to receive an Early Retirement Benefit, subject to the conditions contained herein provided such Participant is actively employed on such date.

The Early Retirement Benefit shall equal the amount of the Participant's Accrued Benefit as of the date the Participant elects to receive an Early Retirement Benefit multiplied by the appropriate percentage from the table set forth below. Such percentage is based upon the number of years by which such election precedes the date the Participant attains age sixty-two (62). If such is not an exact number of years, a straight-line interpolation shall be made.

TABLE

Number of Years	Percentage	Number of Years	Percentage
0	100.0%	4	76.0%
1	94.0	5	70.0
2	88.0	6	64.0
3	82.0	7	58.0

Early Retirement Benefit payments shall commence as of the first day of the month coinciding with or next following the date valid election of the Early Retirement Benefit is made.

(f) Deferred Retirement.

A Participant may continue in the employ of the Employer as a Participant hereunder beyond his Normal Retirement Date. Except to the extent required under Section 7.4, no payment of benefits shall be made under this Plan until the Participant actually retires and ceases employment.

The monthly benefit payable at the Participant's Deferred Retirement Date shall be the greater of the Participant's Accrued Benefit as of such date or the Actuarial Equivalent of the amount the Participant would have received at Normal Retirement Age.

Deferred Retirement Benefit payments shall commence as of the first day of the month coinciding with or next following the Participant's last day of participation in the Plan.

(g) Termination Benefit.

If a Participant's service terminates for reasons other than death or Total and Permanent Disability prior to his Early Retirement Date but after he has earned five (5) or more Vesting Credits, such Participant shall be entitled to a Termination Benefit, subject to the conditions contained herein, which shall commence at the time specified herein.

The amount of the monthly payment under the Termination Benefit shall be equal to the Participant's Accrued Benefit as of the date of the Participant's termination of service, multiplied by the appropriate percentage from the vesting schedule contained in subsection 14.9(k).

The Participant's Termination Benefit shall commence on the date the Participant attains age sixty-two (62). Any such Participant eligible to receive a Termination Benefit may elect in writing an earlier commencement date of his Termination Benefit except that the commencement date shall be no earlier than his fifty-fifth (55th) birthday. In the event of such an election, each monthly payment shall be the Actuarial Equivalent of the amount the Participant would have received at his Normal Retirement Date.

(h) Disability Benefit.

(i) Disabled Participants. If a Participant becomes Totally and Permanently Disabled as determined pursuant to the provisions of Section 5.2 on or after the date such Participant has earned ten (10) Benefit Accrual Units, such disabled Participant shall be entitled to elect, in lieu of any other benefit under the Plan, a Disability Benefit as of the date the determination of Total and Permanent Disability is made, provided such disabled

Participant is not entitled to elect any other benefit which is greater than the benefit which would be provided under this Section, and subject to the other conditions contained herein.

- (ii) Duration and Form of Disability Benefit. A Disability Benefit shall equal the amount determined under the benefit formula contained in subsection 14.9(b) as of the date the Participant is determined to be Totally and Permanently Disabled pursuant to the provisions of Section 5.2 and, except as provided in Section 7.6, shall be payable to the Participant in monthly installments through the first day of the month preceding the earlier of (1) the date of the Participant's death, or (2) the date the Trustees determine that the Participant is no longer Totally and Permanently Disabled if such date is prior to his Normal Retirement Date.

The form of a Participant's Disability Benefit shall be a Life Annuity as described in Section 7.2(a); provided, however, that in the case of a married Participant, Disability Benefits shall be paid in the form of a Qualified Joint and Survivor Annuity.

A married Participant whose Disability Benefits would otherwise be paid in the form of a Qualified Joint and Survivor Annuity may elect to waive the Qualified Joint Survivor Annuity provided his Spouse consents in the manner described in Section 7.3 in which case, his Disability Benefit shall be paid in the form of a Life Annuity.

In the event a Participant's monthly Disability Benefit ceases because the Trustees determine that the Participant is no longer Totally and Permanently Disabled and as of such date the Participant has not met the requirements for a Normal Retirement Benefit as set forth in Subsection 14.9(d) but has met the requirements for an Early Retirement Benefit as set forth in Subsection 14.9(e), the Participant shall be entitled to elect an Early Retirement Benefit, reduced by the Disability Benefit previously paid, provided he does not return to service with the Employer.

(i) Death Benefit.

- (i) Lump Sum Benefit. Except as provided in subsection 14.9(i)(iii) below, in the event a Participant dies while actively employed by the Employer, his Beneficiary shall receive a lump sum cash payment equal to \$100.00 multiplied by the number of Benefit Accrual Units earned by the Participant as of his date of death.
- (ii) Married Participant. Except as provided in subsection 14.9(i)(iii) below, in the case of a vested Participant who is credited with an Hour of Service after August 22, 1984, and whose death occurs prior to his Pension Benefit Starting Date, the Participant's surviving Spouse shall receive a Qualified Preretirement Survivor Annuity in addition to the death benefit payable

under subparagraph (i) above. The payments under a Qualified Preretirement Survivor Annuity shall commence on the first day of the month following the month of the Participant's death, unless such surviving Spouse elects to defer the receipt of such benefit to the date the Participant would have attained his Normal Retirement Date. Notwithstanding the above, if the surviving Spouse does not survive to the date payments under the Qualified Preretirement Survivor Annuity are scheduled to commence, such benefit shall be forfeited. If the present value of a Participant's nonforfeitable Accrued Benefit is less than or equal to \$5,000, such benefit shall be paid to the Participant's surviving Spouse as soon as practicable after the Participant's death, in a single sum distribution. If the present value of the Participant's nonforfeitable Accrued Benefit exceeds \$5,000 or if the distribution is made after the Pension Benefit Starting Date, no amount shall be distributed to the Participant's surviving Spouse without her written consent if such distribution is to be made prior to the later of (1) the Participant's Normal Retirement Age, or (2) the date the Participant attains (or would have attained) age sixty-two (62). The present value of such benefit shall be calculated using the interest rate used by the Pension Benefit Guaranty Corporation to value immediate annuities for plans terminating on or after the July of the preceding year. Notwithstanding the preceding sentence, the Code Section 417 Applicable Interest Rate must be used if it would produce a greater benefit effective for distributions commencing on or after January 1, 1987.

- (iii) Disabled Participants. The death benefit described in subsection 14.9(i)(i) shall not be payable to the Beneficiary of a Participant who is Totally and Permanently Disabled at the time of death unless the Beneficiary is the Participant's surviving Spouse and the Participant earned at least one (1) Hour of Service on or after January 1, 1988. If the Trustees determine that a Participant is Totally and Permanently Disabled and such Participant dies before his disability benefits commence, his surviving Spouse may be entitled to receive a Qualified Preretirement Survivor Annuity.

(j) Payment and Form of Benefits.

- (i) Retirement or Disability. Benefit payments made on account of retirement shall commence no earlier than the first day of the month coinciding with or next following the date a valid election of the benefit is made and no later than sixty (60) days following the end of the Plan Year during which the Participant retired. Disability Benefit payments shall commence on the first day of the month coinciding with or next following the date on which the Participant is deemed to be Totally and Permanently Disabled.
- (ii) Termination Benefit of Participants Who Terminate Employment Prior to Early Retirement Date. In the event a Participant terminates employment with the Employer prior to his Early Retirement Date for a reason other

than death or Total and Permanent Disability, the Participant's Termination Benefit payable under subsection 14.9(g) shall commence on the date the Participant attains age sixty-two (62). Any such Participant may elect in writing an earlier commencement date of his termination benefit except that the commencement date shall be no earlier than his fifty-fifth (55th) birthday. In the event of such an election, each monthly payment shall be the Actuarial Equivalent of the amount the Participant would have received at his Normal Retirement Date.

- (iii) Consent to Receive Benefits. No amounts shall be distributed to the Participant prior to the later of (1) the Participant's Normal Retirement Age or (2) the date the Participant attains age sixty-two (62) unless, (A) the Participant has received, no less than thirty (30) days and no more than ninety (90) days before the Participant's Pension Benefit Starting Date, a general description of the material features and an explanation of the relative values of the benefits available under the Plan, and of the right to defer receipt of distributions, and (B) the Participant (and the Participant's Spouse if the benefit is to be distributed in a form other than a Qualified Joint and Survivor Annuity) consents in writing to receive the benefit after he receives the notice under (A) above and within ninety (90) days before the Pension Benefit Starting Date. The general description shall contain an explanation of the terms and conditions of the Life Annuity or the Qualified Joint and Survivor Annuity, the Participant's right to elect to receive his benefit in a form other than a Life Annuity or a Qualified Joint and Survivor Annuity, the effect of such an election, the requirement that the Participant's Spouse consent to an election to waive the Qualified Joint and Survivor Annuity, and the right to revoke an election and the effect of such a revocation. The present value of a Participant's nonforfeitable Accrued Benefit shall be calculated in the manner set forth in subsection 14.9(i)(ii).
- (iv) Early Survivor Annuity. In the case of a Participant who is in the service of the Employer after attaining the Qualified Early Retirement Age and who dies before benefit payments begin, his surviving Spouse shall be paid a survivor annuity upon the death of the Participant. Payments under the survivor annuity shall be the amount payable as though the Participant had retired on the day before his death and had elected a Qualified Joint and Fifty Percent (50%) Survivor Annuity.

For purposes of this Section, the term Qualified Early Retirement Age shall mean the latest of:

- (1) the Early Retirement Date;
- (2) the first day of the 84th month before the Participant reaches his Normal Retirement Date; or

(3) the date the Participant begins participation in the Plan.

(k) Vesting.

(i) Nonforfeitable Benefits. A Participant's Accrued Benefit shall be nonforfeitable upon the attainment of his Normal Retirement Age or Early Retirement Date. Otherwise, a Participant shall have a nonforfeitable interest in his Accrued Benefit determined under the following schedule:

<u>Vesting Credits Earned</u>	<u>Percentage Vested</u>
less than 5	0%
5	100%

(ii) Vesting Credits.

(1) Except as provided in subparagraph (2), one Vesting Credit shall be earned for each Vesting Computation Period after December 31, 1984, during which an Employee completes 870 or more Hours of Service (or a ratable portion thereof in a Vesting Computation Period of less than twelve (12) months). For each Vesting Computation Period during which an Employee completes at least 435 Hours of Service (or a ratable portion thereof in a Vesting Computation Period of less than twelve (12) months), but fewer than 870 Hours of Service (or a ratable portion thereof in a Vesting Computation Period of less than twelve (12) months), a fraction of one Vesting Credit shall be earned. This fraction shall have a numerator equal to the number of Hours of Service completed during the Vesting Computation Period and a denominator equal to 870 (or a ratable portion thereof in a Vesting Computation Period of less than twelve (12) months) computed to two decimal places.

(2) One Vesting Credit shall be earned for each Vesting Computation Period commencing on or after January 1, 1975, and before January 1, 1985, during which an Employee completed at least 1,000 Hours of Service. For each Vesting Computation Period during which an Employee completed 450 Hours of Service but fewer than 1,000 Hours of Service, a fraction of one Vesting Credit shall be earned. This fraction shall have a numerator equal to the number of Hours of Service completed during the Vesting Computation Period and a denominator equal to 1,000 computed to two decimal places. Notwithstanding the provisions of subparagraph (1), an Employee who was a Participant in the Cascade Plan on October 28, 1985, and who as of that date had earned five (5) or more Vesting Credits (whether or not consecutive) shall be granted Vesting Credits in the manner described in this subparagraph (2) in Plan Years beginning after December 31, 1984 under the terms of the Plan as it existed on that

date, provided such Participant would not have received Vesting Credit under subparagraph (1).

- (3) One-twelfth of each Vesting Credit shall be earned by an Employee for each complete calendar month of employment with the Employer prior to January 1, 1975, provided such employment was within the jurisdictional boundary of the Union.
- (iii) Disregarded Service. Vesting Credits earned prior to a period of consecutive one-year Breaks in Service shall not be counted if the Employee does not have any nonforfeitable interest under the Plan to an Accrued Benefit derived from Employer contributions and the number of the Employee's consecutive one-year Breaks in Service equals or exceeds the greater of five (5) or the aggregate number of his Vesting Credits earned prior to such Break; provided, however, that in the case of Plan Years beginning prior to January 1, 1986, a nonvested Employee's Vesting Credits earned prior to a one-year Break in Service shall not be counted if the number of the Employee's consecutive one-year Breaks in Service equals or exceeds the aggregate number of his Vesting Credits earned prior to such Break. In applying the rules of this paragraph, if any Vesting Credits are disregarded by reason of any earlier one-year Break in Service, such Vesting Credits shall not be aggregated when determining whether Vesting Credits are to be disregarded by reason of a subsequent Break in Service.
- (iv) Prohibited Allocation of Forfeitures. Forfeitures would not be applied to increase the benefits the Employee would otherwise receive under the Plan.
- (1) Effective Date. The effective date of the provisions of Section 14.9 is January 1, 1995.

EXECUTION COPY

IN WITNESS WHEREOF, the duly authorized representative of the Board of Trustees has caused this Plan, as amended and restated effective October 1, 2009, to be executed as of the date set forth beneath his signature.

Trustees of Steelworkers Western
Independent Shops Pension Plan

By: Pat Puro-Bodley
Title: Administrator

Date: 5/3/11

By: [Signature]
Name: _____
Title: Union Trustee

Date: May 3, 2011

By: [Signature]
Name: Jeanette Stump
Title: Union Trustee

Date: May 3, 2011

By: [Signature]
Name: Ramela Akan
Title: Employer Trustee

Date: May 3, 2011

By: [Signature]
Name: JEFF POESCH
Title: Employer Trustee

Date: May 3, 2011

STEELWORKERS WESTERN
INDEPENDENT SHOPS PENSION PLAN

APPENDIX I

RULES AND REGULATIONS PERTAINING
TO PENSION OPTIONS

Section 1. Qualified Joint and 50% Survivor Annuity

If a Participant is eligible to receive benefits in the form of a Qualified Joint and 50% Survivor Annuity as provided by Section 7.2(b) of the Plan, or a married Participant's disability pension ceases because the Trustees have determined that the Participant is no longer Totally and Permanently Disabled and as of such date he becomes eligible to have his disability pension converted to a Qualified Joint and 50% Survivor Annuity as provided in Section 5.3 of the Plan, the actuarial equivalent of his normal benefit form or his disability pension, as the case may be, shall be determined by using the following Table I. Percentages for ages not shown are computed on a basis consistent with that used for those shown.

CONVERSION FROM 0 MO CERTAIN AND LIFE TO
JOINT AND CONTINGENT WITH 50 PERCENT CONTINUED TO CONTINGENT ANNUITANT
NO TWO YEAR ELECTION REQUIREMENT

TABLE I

AGE OF BENEFICIARY	AGE OF RETIREE															
	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70
16	0.735	0.724	0.712	0.700	0.687	0.674	0.660	0.646	0.632	0.617	0.602	0.587	0.571	0.555	0.539	0.522
17	0.738	0.727	0.715	0.703	0.690	0.677	0.663	0.649	0.635	0.620	0.605	0.589	0.574	0.550	0.541	0.525
18	0.741	0.730	0.718	0.705	0.693	0.680	0.666	0.652	0.638	0.623	0.608	0.592	0.576	0.560	0.544	0.527
19	0.744	0.733	0.721	0.708	0.696	0.683	0.669	0.655	0.640	0.626	0.610	0.595	0.579	0.563	0.547	0.530
20	0.748	0.736	0.724	0.712	0.699	0.686	0.672	0.658	0.644	0.629	0.613	0.598	0.982	0.566	0.550	0.533
21	0.751	0.739	0.727	0.715	0.702	0.689	0.675	0.661	0.647	0.632	0.616	0.601	0.585	0.569	0.552	0.536
22	0.754	0.743	0.731	0.718	0.705	0.692	0.679	0.664	0.650	0.635	0.620	0.604	0.588	0.572	0.556	0.539
23	0.758	0.746	0.734	0.722	0.709	0.696	0.682	0.668	0.653	0.638	0.623	0.607	0.591	0.575	0.559	0.542
24	0.761	0.750	0.738	0.725	0.712	0.699	0.686	0.671	0.657	0.642	0.626	0.611	0.595	0.579	0.562	0.545
25	0.765	0.753	0.741	0.729	0.716	0.703	0.689	0.675	0.660	0.645	0.630	0.614	0.598	0.582	0.565	0.548
26	0.769	0.757	0.745	0.733	0.720	0.707	0.693	0.679	0.664	0.649	0.634	0.618	0.602	0.586	0.569	0.552
27	0.773	0.761	0.749	0.737	0.724	0.711	0.697	0.683	0.668	0.653	0.638	0.622	0.606	0.589	0.573	0.555
28	0.777	0.765	0.753	0.741	0.728	0.715	0.701	0.687	0.672	0.657	0.642	0.626	0.610	0.593	0.576	0.559
29	0.781	0.769	0.757	0.745	0.732	0.719	0.705	0.691	0.676	0.661	0.646	0.630	0.614	0.597	0.580	0.563
30	0.785	0.773	0.762	0.749	0.737	0.723	0.710	0.695	0.681	0.665	0.650	0.634	0.618	0.601	0.504	0.567
31	0.789	0.778	0.766	0.754	0.741	0.728	0.714	0.700	0.685	0.670	0.654	0.638	0.622	0.606	0.589	0.571
32	0.794	0.782	0.771	0.758	0.746	0.732	0.719	0.704	0.690	0.675	0.659	0.643	0.627	0.610	0.593	0.576
33	0.798	0.787	0.775	0.763	0.750	0.737	0.723	0.709	0.694	0.679	0.664	0.648	0.631	0.615	0.598	0.580
34	0.803	0.792	0.780	0.768	0.755	0.742	0.728	0.714	0.699	0.684	0.669	0.652	0.636	0.619	0.602	0.585
35	0.808	0.797	0.785	0.773	0.760	0.747	0.733	0.719	0.704	0.689	0.674	0.658	0.641	0.624	0.607	0.590
36	0.813	0.802	0.790	0.778	0.765	0.752	0.739	0.724	0.710	0.695	0.679	0.663	0.646	0.630	0.612	0.595
37	0.818	0.807	0.795	0.783	0.771	0.758	0.744	0.730	0.715	0.700	0.684	0.668	0.652	0.635	0.618	0.600
38	0.823	0.812	0.800	0.789	0.776	0.763	0.749	0.735	0.721	0.706	0.690	0.674	0.657	0.641	0.623	0.606
39	0.828	0.817	0.806	0.794	0.782	0.769	0.755	0.741	0.726	0.711	0.696	0.680	0.663	0.646	0.629	0.611
40	0.833	0.823	0.811	0.800	0.787	0.774	0.761	0.747	0.732	0.717	0.702	0.686	0.669	0.652	0.635	0.617
41	0.839	0.828	0.817	0.805	0.793	0.780	0.767	0.753	0.738	0.723	0.708	0.692	0.675	0.658	0.641	0.623
42	0.844	0.834	0.823	0.811	0.799	0.786	0.773	0.759	0.745	0.730	0.714	0.698	0.682	0.665	0.647	0.629
43	0.850	0.839	0.829	0.817	0.805	0.792	0.779	0.765	0.751	0.736	0.721	0.705	0.688	0.671	0.654	0.636
44	0.855	0.845	0.834	0.823	0.811	0.799	0.786	0.772	0.758	0.743	0.727	0.711	0.695	0.678	0.661	0.643
45	0.861	0.851	0.840	0.829	0.817	0.805	0.792	0.779	0.764	0.749	0.734	0.718	0.702	0.685	0.668	0.650
46	0.867	0.857	0.846	0.835	0.824	0.812	0.799	0.785	0.771	0.756	0.741	0.725	0.709	0.692	0.675	0.657
47	0.872	0.862	0.852	0.841	0.830	0.818	0.805	0.792	0.778	0.763	0.748	0.732	0.716	0.699	0.682	0.664
48	0.878	0.868	0.858	0.848	0.837	0.825	0.812	0.799	0.785	0.771	0.755	0.740	0.724	0.707	0.690	0.672
49	0.883	0.874	0.864	0.854	0.843	0.831	0.819	0.806	0.792	0.778	0.763	0.747	0.731	0.715	0.697	0.679
50	0.889	0.880	0.870	0.860	0.849	0.838	0.826	0.813	0.800	0.785	0.770	0.755	0.739	0.722	0.705	0.687
51	0.894	0.886	0.876	0.866	0.856	0.845	0.833	0.820	0.807	0.793	0.778	0.763	0.747	0.730	0.713	0.696
52	0.900	0.891	0.882	0.873	0.862	0.851	0.840	0.827	0.814	0.800	0.786	0.771	0.755	0.739	0.722	0.704
53	0.905	0.897	0.888	0.879	0.869	0.858	0.847	0.835	0.822	0.808	0.794	0.779	0.763	0.747	0.730	0.712
54	0.910	0.902	0.894	0.885	0.875	0.865	0.854	0.842	0.829	0.816	0.802	0.787	0.772	0.756	0.739	0.721
55	0.915	0.908	0.900	0.891	0.882	0.872	0.861	0.849	0.837	0.824	0.810	0.795	0.780	0.764	0.748	0.730
56	0.920	0.913	0.905	0.897	0.888	0.878	0.868	0.856	0.844	0.832	0.818	0.804	0.789	0.773	0.757	0.739
57	0.925	0.918	0.911	0.903	0.894	0.885	0.875	0.864	0.852	0.839	0.826	0.812	0.797	0.782	0.766	0.749
58	0.930	0.924	0.916	0.909	0.900	0.891	0.882	0.871	0.860	0.847	0.834	0.821	0.806	0.791	0.775	0.758
59	0.935	0.929	0.922	0.914	0.906	0.898	0.888	0.878	0.867	0.855	0.843	0.829	0.815	0.800	0.785	0.768
60	0.939	0.933	0.927	0.920	0.912	0.904	0.895	0.885	0.875	0.863	0.851	0.838	0.824	0.810	0.794	0.778

CONVERSION FROM 0 MO CERTAIN AND LIFE TO
 JOINT AND CONTINGENT WITH 50 PERCENT CONTINUED TO CONTINGENT ANNUITANT
 NO TWO YEAR ELECTION REQUIREMENT

TABLE I

AGE OF BENEFI- CIARY	AGE OF RETIREE															
	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70
61	0.944	0.938	0.932	0.925	0.918	0.910	0.902	0.892	0.882	0.871	0.859	0.846	0.833	0.819	0.804	0.788
62	0.948	0.942	0.937	0.931	0.924	0.916	0.908	0.899	0.889	0.879	0.867	0.855	0.842	0.828	0.814	0.798
63	0.952	0.947	0.941	0.936	0.929	0.922	0.914	0.906	0.896	0.886	0.875	0.863	0.851	0.838	0.823	0.808
64	0.955	0.951	0.946	0.940	0.934	0.928	0.920	0.912	0.903	0.894	0.883	0.872	0.860	0.847	0.833	0.818
65	0.959	0.955	0.950	0.945	0.939	0.933	0.926	0.918	0.910	0.901	0.891	0.888	0.868	0.856	0.843	0.828
66	0.962	0.958	0.954	0.949	0.944	0.938	0.932	0.925	0.917	0.908	0.998	0.886	0.877	0.865	0.852	0.838
67	0.966	0.962	0.958	0.954	0.949	0.943	0.937	0.930	0.923	0.915	0.906	0.896	0.885	0.874	0.862	0.848
68	0.969	0.965	0.962	0.957	0.953	0.948	0.942	0.936	0.929	0.921	0.913	0.903	0.893	0.883	0.871	0.858
69	0.971	0.968	0.965	0.961	0.957	0.952	0.947	0.941	0.935	0.927	0.919	0.911	0.901	0.891	0.880	0.868
70	0.974	0.971	0.968	0.965	0.961	0.956	0.952	0.946	0.940	0.933	0.926	0.918	0.909	0.999	0.899	0.877
71	0.976	0.974	0.971	0.968	0.964	0.960	0.956	0.951	0.945	0.939	0.932	0.925	0.916	0.907	0.897	0.886
72	0.979	0.976	0.974	0.971	0.968	0.964	0.960	0.955	0.950	0.944	0.938	0.931	0.923	0.915	0.905	0.895
73	0.981	0.979	0.976	0.974	0.971	0.968	0.964	0.960	0.955	0.949	0.944	0.937	0.930	0.922	0.913	0.903
74	0.983	0.981	0.979	0.976	0.974	0.971	0.967	0.963	0.959	0.954	0.949	0.943	0.936	0.929	0.921	0.911
75	0.984	0.983	0.981	0.979	0.976	0.974	0.971	0.967	0.963	0.959	0.954	0.948	0.942	0.935	0.928	0.919
76	0.986	0.985	0.983	0.981	0.979	0.976	0.974	0.970	0.967	0.963	0.958	0.953	0.947	0.941	0.934	0.926
77	0.988	0.986	0.985	0.983	0.981	0.979	0.976	0.973	0.970	0.966	0.962	0.959	0.952	0.947	0.940	0.933
78	0.989	0.988	0.986	0.985	0.983	0.981	0.979	0.976	0.973	0.970	0.966	0.962	0.957	0.952	0.946	0.939
79	0.990	0.989	0.988	0.986	0.985	0.983	0.981	0.979	0.976	0.973	0.970	0.966	0.961	0.957	0.951	0.945
80	0.991	0.990	0.989	0.988	0.986	0.985	0.983	0.981	0.978	0.976	0.973	0.969	0.965	0.961	0.956	0.950
81	0.992	0.991	0.990	0.989	0.988	0.986	0.985	0.983	0.981	0.978	0.975	0.972	0.969	0.965	0.960	0.955
82	0.993	0.992	0.991	0.990	0.989	0.988	0.986	0.985	0.983	0.981	0.978	0.975	0.972	0.968	0.964	0.960
83	0.994	0.993	0.992	0.991	0.990	0.989	0.988	0.986	0.985	0.983	0.980	0.978	0.975	0.972	0.968	0.964
84	0.994	0.994	0.993	0.992	0.991	0.990	0.989	0.988	0.986	0.984	0.982	0.980	0.977	0.975	0.971	0.967
85	0.995	0.994	0.994	0.993	0.992	0.991	0.990	0.989	0.988	0.986	0.984	0.982	0.980	0.977	0.974	0.971

CONVERSION FROM 0 MO CERTAIN AND LIFE TO
 JOINT AND CONTINGENT WITH 50 PERCENT CONTINUED TO CONTINGENT ANNUITANT
 NO TWO YEAR ELECTION REQUIREMENT
 TABLE I CONTINUED

AGE OF BENEFICIARY	AGE OF RETIREE															
	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85
16	0.522	0.505	0.488	0.471	0.454	0.436	0.419	0.402	0.385	0.368	0.352	0.336	0.321	0.307	0.293	0.280
17	0.525	0.508	0.491	0.473	0.456	0.439	0.421	0.404	0.387	0.370	0.354	0.338	0.323	0.308	0.295	0.281
18	0.527	0.510	0.493	0.476	0.458	0.441	0.423	0.406	0.389	0.372	0.356	0.340	0.325	0.310	0.296	0.283
19	0.530	0.513	0.496	0.478	0.461	0.443	0.426	0.408	0.391	0.374	0.358	0.342	0.327	0.312	0.298	0.284
20	0.533	0.516	0.498	0.481	0.463	0.446	0.428	0.411	0.393	0.376	0.360	0.344	0.329	0.314	0.300	0.286
21	0.536	0.518	0.501	0.484	0.466	0.448	0.431	0.413	0.396	0.379	0.362	0.346	0.331	0.316	0.302	0.288
22	0.539	0.521	0.504	0.486	0.469	0.451	0.433	0.415	0.398	0.381	0.364	0.348	0.333	0.318	0.304	0.290
23	0.542	0.524	0.507	0.489	0.472	0.454	0.436	0.418	0.401	0.383	0.367	0.351	0.335	0.320	0.306	0.292
24	0.545	0.528	0.510	0.492	0.475	0.457	0.439	0.421	0.403	0.386	0.369	0.353	0.337	0.322	0.308	0.294
25	0.548	0.531	0.513	0.495	0.478	0.460	0.442	0.424	0.406	0.389	0.372	0.355	0.340	0.325	0.310	0.296
26	0.552	0.534	0.517	0.499	0.481	0.463	0.445	0.427	0.409	0.391	0.374	0.358	0.342	0.327	0.312	0.298
27	0.555	0.538	0.520	0.502	0.484	0.466	0.448	0.430	0.412	0.394	0.377	0.361	0.345	0.330	0.315	0.301
28	0.559	0.541	0.524	0.506	0.488	0.469	0.451	0.433	0.415	0.397	0.380	0.363	0.348	0.332	0.317	0.303
29	0.563	0.545	0.527	0.509	0.491	0.473	0.455	0.436	0.418	0.400	0.383	0.366	0.350	0.335	0.320	0.306
30	0.567	0.549	0.531	0.513	0.495	0.477	0.458	0.440	0.421	0.404	0.386	0.369	0.353	0.338	0.323	0.308
31	0.571	0.553	0.535	0.517	0.499	0.480	0.462	0.443	0.425	0.407	0.390	0.373	0.356	0.341	0.326	0.311
32	0.576	0.558	0.540	0.521	0.503	0.484	0.466	0.447	0.429	0.411	0.393	0.376	0.360	0.344	0.329	0.314
33	0.580	0.562	0.544	0.526	0.507	0.488	0.470	0.451	0.432	0.414	0.397	0.379	0.363	0.347	0.332	0.317
34	0.585	0.567	0.549	0.530	0.512	0.493	0.474	0.455	0.436	0.418	0.400	0.383	0.366	0.350	0.335	0.320
35	0.590	0.572	0.553	0.535	0.516	0.497	0.478	0.459	0.441	0.422	0.404	0.387	0.370	0.354	0.338	0.324
36	0.595	0.577	0.558	0.540	0.521	0.502	0.483	0.464	0.445	0.426	0.408	0.391	0.374	0.358	0.342	0.327
37	0.600	0.582	0.563	0.545	0.526	0.507	0.488	0.468	0.449	0.431	0.413	0.395	0.378	0.362	0.346	0.331
38	0.606	0.587	0.569	0.550	0.531	0.512	0.493	0.473	0.454	0.435	0.417	0.399	0.382	0.366	0.350	0.334
39	0.611	0.593	0.574	0.555	0.536	0.517	0.498	0.478	0.459	0.440	0.422	0.404	0.387	0.370	0.354	0.338
40	0.617	0.599	0.580	0.561	0.542	0.523	0.503	0.484	0.464	0.445	0.427	0.409	0.391	0.374	0.358	0.343
41	0.623	0.605	0.586	0.567	0.548	0.528	0.509	0.489	0.470	0.450	0.432	0.414	0.396	0.379	0.363	0.347
42	0.629	0.611	0.592	0.573	0.554	0.534	0.515	0.495	0.475	0.456	0.437	0.419	0.401	0.384	0.367	0.351
43	0.636	0.617	0.599	0.579	0.560	0.540	0.521	0.501	0.481	0.462	0.443	0.424	0.406	0.389	0.372	0.356
44	0.643	0.624	0.605	0.586	0.567	0.547	0.527	0.507	0.487	0.467	0.448	0.430	0.412	0.394	0.377	0.361
45	0.650	0.631	0.612	0.593	0.573	0.553	0.533	0.513	0.493	0.474	0.454	0.436	0.417	0.400	0.383	0.366
46	0.657	0.638	0.619	0.600	0.580	0.560	0.540	0.520	0.500	0.480	0.460	0.442	0.423	0.406	0.388	0.372
47	0.664	0.645	0.626	0.607	0.587	0.567	0.547	0.527	0.507	0.487	0.467	0.448	0.429	0.411	0.394	0.377
48	0.672	0.653	0.634	0.615	0.595	0.575	0.554	0.534	0.514	0.493	0.474	0.454	0.436	0.418	0.400	0.383
49	0.679	0.661	0.642	0.622	0.603	0.582	0.562	0.541	0.521	0.501	0.481	0.461	0.442	0.424	0.406	0.389
50	0.687	0.669	0.650	0.630	0.610	0.590	0.570	0.549	0.528	0.508	0.488	0.468	0.449	0.431	0.413	0.396
51	0.696	0.677	0.658	0.638	0.619	0.598	0.578	0.557	0.536	0.516	0.495	0.476	0.457	0.438	0.420	0.402
52	0.704	0.685	0.666	0.647	0.627	0.607	0.586	0.565	0.544	0.524	0.503	0.483	0.464	0.445	0.427	0.409
53	0.712	0.694	0.675	0.656	0.636	0.615	0.595	0.574	0.553	0.532	0.511	0.491	0.472	0.453	0.434	0.417
54	0.721	0.703	0.684	0.665	0.645	0.624	0.603	0.582	0.561	0.540	0.520	0.500	0.480	0.461	0.442	0.424
55	0.730	0.712	0.693	0.674	0.654	0.633	0.613	0.592	0.570	0.549	0.528	0.508	0.488	0.469	0.450	0.432
56	0.739	0.721	0.703	0.683	0.663	0.643	0.622	0.601	0.580	0.559	0.538	0.517	0.497	0.478	0.459	0.440
57	0.749	0.731	0.712	0.693	0.673	0.653	0.632	0.611	0.589	0.568	0.547	0.526	0.506	0.487	0.467	0.449
58	0.758	0.741	0.722	0.703	0.683	0.663	0.642	0.621	0.599	0.578	0.557	0.536	0.516	0.496	0.477	0.458
59	0.768	0.750	0.732	0.713	0.694	0.673	0.653	0.631	0.610	0.589	0.567	0.546	0.526	0.506	0.486	0.467
60	0.778	0.761	0.742	0.724	0.704	0.684	0.663	0.642	0.621	0.599	0.578	0.557	0.536	0.516	0.497	0.477

CONVERSION FROM 0 MO CERTAIN AND LIFE TO
 JOINT AND CONTINGENT WITH 50 PERCENT CONTINUED TO CONTINGENT ANNUITANT
 NO TWO YEAR ELECTION REQUIREMENT

TABLE I CONTINUED

AGE OF BENEFI- CIARY	AGE OF RETIREE															
	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85
61	0.788	0.771	0.753	0.734	0.715	0.695	0.675	0.653	0.632	0.611	0.589	0.568	0.547	0.527	0.507	0.488
62	0.798	0.781	0.764	0.745	0.726	0.707	0.686	0.665	0.644	0.622	0.601	0.580	0.559	0.538	0.518	0.499
63	0.808	0.792	0.775	0.757	0.738	0.718	0.698	0.677	0.656	0.634	0.613	0.592	0.571	0.550	0.530	0.510
64	0.818	0.802	0.785	0.768	0.749	0.730	0.710	0.689	0.668	0.647	0.625	0.604	0.583	0.562	0.542	0.522
65	0.828	0.813	0.796	0.779	0.761	0.742	0.722	0.702	0.681	0.659	0.638	0.617	0.596	0.575	0.555	0.535
66	0.838	0.823	0.807	0.791	0.773	0.754	0.735	0.714	0.694	0.672	0.651	0.630	0.609	0.588	0.568	0.548
67	0.848	0.834	0.818	0.802	0.785	0.766	0.747	0.727	0.707	0.686	0.665	0.644	0.623	0.602	0.581	0.561
68	0.858	0.844	0.829	0.813	0.796	0.779	0.760	0.740	0.720	0.699	0.678	0.657	0.637	0.616	0.595	0.575
69	0.868	0.854	0.840	0.825	0.808	0.791	0.773	0.753	0.733	0.713	0.692	0.672	0.651	0.630	0.610	0.589
70	0.877	0.864	0.850	0.836	0.820	0.803	0.785	0.767	0.747	0.727	0.707	0.686	0.666	0.645	0.625	0.604
71	0.886	0.874	0.861	0.847	0.832	0.815	0.798	0.780	0.761	0.741	0.721	0.701	0.681	0.660	0.640	0.620
72	0.895	0.883	0.871	0.858	0.843	0.827	0.811	0.793	0.775	0.755	0.736	0.716	0.696	0.676	0.656	0.636
73	0.903	0.893	0.881	0.868	0.854	0.839	0.823	0.806	0.788	0.770	0.751	0.731	0.711	0.692	0.672	0.652
74	0.911	0.901	0.890	0.878	0.865	0.851	0.835	0.819	0.802	0.784	0.765	0.746	0.727	0.707	0.688	0.668
75	0.919	0.910	0.899	0.888	0.875	0.862	0.847	0.832	0.815	0.798	0.780	0.761	0.742	0.723	0.704	0.685
76	0.926	0.917	0.908	0.897	0.885	0.873	0.859	0.844	0.828	0.811	0.794	0.776	0.758	0.739	0.720	0.701
77	0.933	0.925	0.916	0.906	0.895	0.883	0.870	0.856	0.841	0.825	0.808	0.791	0.773	0.755	0.737	0.718
78	0.939	0.932	0.923	0.914	0.904	0.893	0.880	0.867	0.853	0.837	0.821	0.805	0.788	0.770	0.753	0.735
79	0.945	0.938	0.930	0.922	0.912	0.902	0.890	0.878	0.864	0.850	0.834	0.819	0.802	0.785	0.768	0.751
80	0.950	0.944	0.937	0.929	0.920	0.910	0.900	0.888	0.875	0.861	0.847	0.832	0.816	0.800	0.783	0.766
81	0.955	0.949	0.943	0.936	0.927	0.918	0.908	0.897	0.885	0.872	0.859	0.844	0.829	0.814	0.798	0.781
82	0.960	0.954	0.948	0.942	0.934	0.926	0.916	0.906	0.895	0.882	0.870	0.856	0.842	0.827	0.812	0.796
83	0.964	0.959	0.953	0.947	0.940	0.932	0.924	0.914	0.903	0.892	0.880	0.867	0.854	0.840	0.825	0.810
84	0.967	0.963	0.958	0.952	0.946	0.939	0.931	0.922	0.912	0.901	0.890	0.878	0.865	0.851	0.838	0.823
85	0.971	0.967	0.962	0.957	0.951	0.944	0.937	0.929	0.919	0.909	0.899	0.887	0.875	0.863	0.849	0.836

Section 2. Qualified Joint and 75% Survivor Annuity.

If a Participant elects a Qualified Joint and 75% Survivor Annuity as described in Section 7.4(b) of the Plan, the actuarial equivalent of his normal benefit form shall be determined by using the following Table II. Percentages for ages not shown are computed on a basis consistent with that used for those shown.

CONVERSION FROM 0 MO CERTAIN AND LIFE TO
JOINT AND CONTINGENT WITH 75 PERCENT CONTINUED TO CONTINGENT ANNUITANT
NO TWO YEAR ELECTION REQUIREMENT

TABLE II

AGE OF BENEFICIARY	AGE OF RETIREE															
	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70
16	0.650	0.636	0.622	0.608	0.594	0.579	0.564	0.549	0.534	0.518	0.502	0.486	0.470	0.454	0.438	0.422
17	0.653	0.639	0.626	0.612	0.597	0.582	0.567	0.552	0.537	0.521	0.505	0.489	0.473	0.457	0.440	0.424
18	0.656	0.643	0.629	0.615	0.600	0.586	0.571	0.555	0.540	0.524	0.508	0.492	0.476	0.459	0.443	0.427
19	0.660	0.646	0.633	0.618	0.604	0.589	0.574	0.559	0.543	0.527	0.511	0.495	0.478	0.462	0.446	0.429
20	0.664	0.650	0.636	0.622	0.607	0.593	0.577	0.562	0.546	0.530	0.514	0.498	0.481	0.465	0.449	0.432
21	0.668	0.654	0.640	0.626	0.611	0.596	0.581	0.565	0.550	0.534	0.517	0.501	0.484	0.468	0.451	0.435
22	0.672	0.658	0.644	0.630	0.615	0.600	0.585	0.569	0.553	0.537	0.521	0.504	0.498	0.471	0.455	0.438
23	0.676	0.662	0.648	0.634	0.619	0.604	0.588	0.573	0.557	0.541	0.524	0.508	0.491	0.474	0.458	0.441
24	0.680	0.666	0.652	0.638	0.623	0.608	0.592	0.577	0.561	0.544	0.528	0.511	0.495	0.478	0.461	0.444
25	0.684	0.671	0.656	0.642	0.627	0.612	0.597	0.581	0.565	0.548	0.532	0.515	0.498	0.481	0.464	0.447
26	0.689	0.675	0.661	0.646	0.632	0.616	0.601	0.585	0.569	0.552	0.536	0.519	0.502	0.485	0.468	0.451
27	0.694	0.680	0.666	0.651	0.636	0.621	0.605	0.589	0.573	0.556	0.540	0.523	0.506	0.489	0.472	0.454
28	0.699	0.685	0.670	0.656	0.641	0.626	0.610	0.594	0.577	0.561	0.544	0.527	0.510	0.493	0.476	0.458
29	0.704	0.690	0.675	0.661	0.646	0.630	0.615	0.599	0.582	0.565	0.548	0.531	0.514	0.497	0.480	0.462
30	0.709	0.695	0.680	0.666	0.651	0.635	0.620	0.603	0.587	0.570	0.553	0.536	0.519	0.501	0.484	0.466
31	0.714	0.700	0.686	0.671	0.656	0.641	0.625	0.608	0.592	0.575	0.558	0.541	0.523	0.506	0.488	0.470
32	0.720	0.706	0.691	0.677	0.661	0.646	0.630	0.614	0.597	0.580	0.563	0.546	0.528	0.511	0.493	0.475
33	0.725	0.711	0.697	0.682	0.667	0.651	0.636	0.619	0.602	0.585	0.568	0.551	0.533	0.515	0.498	0.479
34	0.731	0.717	0.703	0.688	0.673	0.657	0.641	0.625	0.608	0.591	0.573	0.556	0.538	0.520	0.503	0.484
35	0.737	0.723	0.709	0.694	0.679	0.663	0.647	0.631	0.614	0.597	0.579	0.561	0.544	0.526	0.508	0.489
36	0.743	0.729	0.715	0.700	0.685	0.669	0.653	0.637	0.620	0.602	0.585	0.567	0.549	0.531	0.513	0.495
37	0.750	0.736	0.721	0.707	0.691	0.676	0.660	0.643	0.626	0.609	0.591	0.573	0.555	0.537	0.519	0.500
38	0.756	0.742	0.728	0.713	0.698	0.682	0.666	0.649	0.632	0.615	0.597	0.579	0.561	0.543	0.524	0.506
39	0.763	0.749	0.735	0.720	0.705	0.689	0.673	0.656	0.639	0.622	0.604	0.586	0.567	0.549	0.531	0.512
40	0.769	0.756	0.741	0.727	0.712	0.696	0.680	0.663	0.646	0.628	0.611	0.592	0.574	0.556	0.537	0.518
41	0.776	0.763	0.749	0.734	0.719	0.703	0.687	0.670	0.653	0.635	0.617	0.599	0.581	0.562	0.543	0.524
42	0.783	0.770	0.756	0.741	0.726	0.710	0.694	0.678	0.660	0.643	0.625	0.606	0.588	0.569	0.550	0.531
43	0.790	0.777	0.763	0.749	0.734	0.717	0.702	0.685	0.668	0.650	0.632	0.614	0.595	0.577	0.557	0.538
44	0.798	0.784	0.771	0.756	0.741	0.726	0.710	0.693	0.676	0.658	0.640	0.622	0.603	0.584	0.565	0.545
45	0.805	0.792	0.778	0.764	0.749	0.734	0.718	0.701	0.684	0.666	0.648	0.629	0.611	0.592	0.572	0.553
46	0.812	0.799	0.786	0.772	0.757	0.742	0.726	0.709	0.692	0.674	0.656	0.638	0.619	0.600	0.580	0.561
47	0.820	0.807	0.794	0.780	0.765	0.750	0.734	0.717	0.700	0.683	0.665	0.646	0.627	0.608	0.589	0.569
48	0.827	0.815	0.801	0.788	0.773	0.758	0.742	0.726	0.709	0.691	0.673	0.655	0.636	0.617	0.597	0.577
49	0.835	0.822	0.809	0.796	0.782	0.767	0.751	0.735	0.718	0.700	0.682	0.663	0.645	0.625	0.606	0.586
50	0.842	0.830	0.817	0.804	0.790	0.775	0.760	0.744	0.727	0.709	0.691	0.673	0.654	0.634	0.615	0.594
51	0.849	0.838	0.825	0.812	0.798	0.784	0.769	0.753	0.736	0.718	0.700	0.682	0.663	0.644	0.624	0.604
52	0.857	0.845	0.833	0.820	0.807	0.793	0.778	0.762	0.745	0.728	0.710	0.691	0.673	0.653	0.634	0.613
53	0.864	0.853	0.841	0.829	0.815	0.801	0.787	0.771	0.755	0.737	0.720	0.701	0.682	0.663	0.643	0.623
54	0.871	0.860	0.849	0.837	0.824	0.810	0.796	0.780	0.764	0.747	0.729	0.711	0.693	0.673	0.653	0.633
55	0.878	0.868	0.857	0.845	0.832	0.819	0.805	0.790	0.774	0.757	0.740	0.721	0.703	0.684	0.664	0.643
56	0.885	0.875	0.865	0.853	0.841	0.828	0.814	0.799	0.783	0.767	0.750	0.732	0.713	0.694	0.675	0.654
57	0.892	0.882	0.872	0.861	0.849	0.837	0.823	0.809	0.793	0.777	0.760	0.742	0.724	0.705	0.686	0.665
58	0.899	0.890	0.880	0.869	0.858	0.845	0.832	0.818	0.803	0.787	0.771	0.753	0.735	0.716	0.697	0.677
59	0.905	0.896	0.887	0.877	0.866	0.854	0.841	0.828	0.813	0.798	0.781	0.764	0.746	0.728	0.708	0.688
60	0.911	0.903	0.894	0.885	0.874	0.863	0.850	0.837	0.823	0.808	0.792	0.775	0.757	0.739	0.720	0.700

CONVERSION FROM 0 MO CERTAIN AND LIFE TO
 JOINT AND CONTINGENT WITH 75 PERCENT CONTINUED TO CONTINGENT ANNUITANT
 NO TWO YEAR ELECTION REQUIREMENT

TABLE II

AGE OF BENEFICIARY	AGE OF RETIREE															
	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70
61	0.918	0.910	0.901	0.892	0.882	0.871	0.859	0.846	0.833	0.818	0.803	0.786	0.769	0.751	0.732	0.712
62	0.923	0.916	0.908	0.899	0.890	0.879	0.868	0.856	0.843	0.828	0.813	0.797	0.780	0.763	0.744	0.725
63	0.929	0.922	0.915	0.906	0.897	0.887	0.877	0.865	0.852	0.838	0.824	0.808	0.792	0.775	0.757	0.737
64	0.935	0.928	0.921	0.913	0.905	0.895	0.885	0.874	0.862	0.848	0.834	0.819	0.803	0.787	0.769	0.750
65	0.940	0.934	0.927	0.920	0.912	0.903	0.893	0.882	0.871	0.858	0.845	0.830	0.815	0.799	0.781	0.763
66	0.945	0.939	0.933	0.926	0.918	0.910	0.901	0.891	0.880	0.868	0.855	0.841	0.826	0.811	0.794	0.776
67	0.949	0.944	0.938	0.932	0.925	0.917	0.908	0.899	0.889	0.877	0.865	0.852	0.837	0.822	0.806	0.788
68	0.954	0.949	0.943	0.938	0.931	0.924	0.916	0.907	0.897	0.886	0.874	0.862	0.848	0.834	0.818	0.801
69	0.958	0.953	0.948	0.943	0.937	0.930	0.923	0.914	0.905	0.895	0.884	0.872	0.859	0.845	0.830	0.814
70	0.961	0.957	0.953	0.948	0.942	0.936	0.929	0.921	0.913	0.903	0.893	0.882	0.869	0.856	0.842	0.826
71	0.965	0.961	0.957	0.953	0.948	0.942	0.935	0.928	0.920	0.911	0.902	0.891	0.879	0.867	0.853	0.838
72	0.968	0.965	0.961	0.957	0.952	0.947	0.941	0.935	0.927	0.919	0.910	0.900	0.889	0.877	0.864	0.850
73	0.971	0.968	0.965	0.961	0.957	0.952	0.947	0.941	0.934	0.926	0.918	0.908	0.898	0.887	0.875	0.862
74	0.974	0.972	0.968	0.965	0.961	0.957	0.952	0.946	0.940	0.933	0.925	0.916	0.907	0.897	0.885	0.873
75	0.977	0.974	0.972	0.968	0.965	0.961	0.956	0.951	0.946	0.939	0.932	0.924	0.915	0.906	0.895	0.883
76	0.979	0.977	0.975	0.972	0.968	0.965	0.961	0.956	0.951	0.945	0.938	0.931	0.923	0.914	0.904	0.893
77	0.991	0.979	0.977	0.975	0.972	0.969	0.965	0.961	0.956	0.950	0.944	0.938	0.930	0.922	0.913	0.903
78	0.983	0.982	0.980	0.977	0.975	0.972	0.968	0.965	0.960	0.955	0.950	0.944	0.937	0.930	0.921	0.912
79	0.985	0.984	0.982	0.980	0.977	0.975	0.972	0.968	0.964	0.960	0.955	0.949	0.943	0.936	0.929	0.920
80	0.987	0.985	0.984	0.982	0.980	0.977	0.975	0.972	0.968	0.964	0.960	0.954	0.949	0.943	0.935	0.927
81	0.988	0.987	0.985	0.984	0.982	0.980	0.977	0.975	0.971	0.968	0.964	0.959	0.954	0.948	0.942	0.934
82	0.989	0.988	0.987	0.986	0.984	0.982	0.980	0.977	0.974	0.971	0.967	0.963	0.959	0.953	0.947	0.941
83	0.991	0.990	0.988	0.987	0.986	0.984	0.982	0.980	0.977	0.974	0.971	0.967	0.963	0.958	0.953	0.947
84	0.992	0.991	0.990	0.988	0.987	0.986	0.984	0.982	0.979	0.977	0.974	0.970	0.967	0.962	0.957	0.952
85	0.992	0.992	0.991	0.990	0.988	0.987	0.986	0.984	0.982	0.979	0.976	0.973	0.970	0.966	0.962	0.957

CONVERSION FROM 0 MO CERTAIN AND LIFE TO
 JOINT AND CONTINGENT WITH 75 PERCENT CONTINUED TO CONTINGENT ANNUITANT
 NO TWO YEAR ELECTION REQUIREMENT
 TABLE II CONTINUED

AGE OF BENEFICIARY	AGE OF RETIREE															
	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85
16	0.422	0.405	0.389	0.373	0.356	0.341	0.325	0.309	0.294	0.280	0.266	0.252	0.240	0.228	0.216	0.206
17	0.424	0.408	0.391	0.375	0.359	0.343	0.327	0.311	0.296	0.281	0.267	0.254	0.241	0.229	0.218	0.207
18	0.427	0.410	0.393	0.377	0.361	0.345	0.329	0.313	0.298	0.283	0.269	0.256	0.243	0.231	0.219	0.208
19	0.429	0.412	0.396	0.379	0.363	0.347	0.331	0.315	0.300	0.285	0.271	0.257	0.244	0.232	0.221	0.210
20	0.432	0.415	0.398	0.382	0.365	0.349	0.333	0.317	0.302	0.287	0.273	0.259	0.246	0.234	0.222	0.211
21	0.435	0.418	0.401	0.384	0.368	0.351	0.335	0.319	0.304	0.289	0.274	0.261	0.248	0.235	0.224	0.212
22	0.438	0.421	0.404	0.387	0.370	0.354	0.338	0.322	0.306	0.291	0.276	0.263	0.250	0.237	0.225	0.214
23	0.441	0.424	0.407	0.390	0.373	0.356	0.340	0.324	0.308	0.293	0.278	0.265	0.251	0.239	0.227	0.216
24	0.444	0.427	0.410	0.393	0.376	0.359	0.343	0.326	0.310	0.295	0.281	0.267	0.253	0.241	0.229	0.217
25	0.447	0.430	0.413	0.396	0.379	0.362	0.345	0.329	0.313	0.298	0.283	0.269	0.255	0.243	0.231	0.219
26	0.451	0.433	0.416	0.399	0.382	0.365	0.348	0.332	0.315	0.300	0.285	0.271	0.258	0.245	0.232	0.221
27	0.454	0.437	0.419	0.402	0.385	0.368	0.351	0.334	0.318	0.303	0.288	0.273	0.260	0.247	0.234	0.223
28	0.458	0.440	0.423	0.405	0.388	0.371	0.354	0.337	0.321	0.305	0.290	0.276	0.262	0.249	0.237	0.225
29	0.462	0.444	0.427	0.409	0.392	0.374	0.357	0.340	0.324	0.308	0.293	0.278	0.264	0.251	0.239	0.227
30	0.466	0.448	0.430	0.413	0.395	0.378	0.360	0.343	0.327	0.311	0.296	0.281	0.267	0.254	0.241	0.229
31	0.470	0.452	0.434	0.417	0.399	0.381	0.364	0.347	0.330	0.314	0.298	0.284	0.270	0.256	0.244	0.231
32	0.475	0.457	0.439	0.421	0.403	0.385	0.367	0.350	0.333	0.317	0.301	0.287	0.272	0.259	0.246	0.234
33	0.479	0.461	0.443	0.425	0.407	0.389	0.371	0.354	0.337	0.320	0.305	0.290	0.275	0.262	0.249	0.236
34	0.484	0.466	0.448	0.429	0.411	0.393	0.375	0.358	0.340	0.324	0.308	0.293	0.278	0.265	0.251	0.239
35	0.489	0.471	0.452	0.434	0.416	0.397	0.379	0.362	0.344	0.328	0.311	0.296	0.282	0.268	0.254	0.242
36	0.495	0.476	0.457	0.439	0.420	0.402	0.384	0.366	0.348	0.331	0.315	0.300	0.285	0.271	0.257	0.245
37	0.500	0.481	0.462	0.444	0.425	0.407	0.388	0.370	0.352	0.335	0.319	0.303	0.288	0.274	0.261	0.248
38	0.506	0.487	0.468	0.449	0.430	0.411	0.393	0.375	0.357	0.340	0.323	0.307	0.292	0.278	0.264	0.251
39	0.512	0.493	0.473	0.454	0.435	0.417	0.398	0.379	0.361	0.344	0.327	0.311	0.296	0.281	0.267	0.254
40	0.518	0.499	0.479	0.460	0.441	0.422	0.403	0.384	0.366	0.348	0.332	0.315	0.300	0.285	0.271	0.258
41	0.524	0.505	0.485	0.466	0.447	0.428	0.408	0.390	0.371	0.353	0.336	0.320	0.304	0.289	0.275	0.262
42	0.531	0.511	0.492	0.472	0.453	0.433	0.414	0.395	0.376	0.358	0.341	0.324	0.309	0.293	0.279	0.265
43	0.538	0.518	0.499	0.479	0.459	0.439	0.420	0.401	0.382	0.364	0.346	0.329	0.313	0.298	0.283	0.269
44	0.545	0.525	0.505	0.486	0.466	0.446	0.426	0.407	0.388	0.369	0.351	0.334	0.318	0.303	0.288	0.274
45	0.553	0.533	0.513	0.493	0.472	0.452	0.433	0.413	0.394	0.375	0.357	0.340	0.323	0.307	0.293	0.278
46	0.561	0.540	0.520	0.500	0.480	0.459	0.439	0.419	0.400	0.381	0.363	0.345	0.329	0.313	0.297	0.283
47	0.569	0.548	0.528	0.507	0.487	0.467	0.446	0.426	0.406	0.387	0.369	0.351	0.334	0.318	0.303	0.288
48	0.577	0.556	0.536	0.515	0.495	0.474	0.453	0.433	0.413	0.394	0.375	0.357	0.340	0.324	0.308	0.293
49	0.586	0.565	0.544	0.523	0.503	0.482	0.461	0.440	0.420	0.401	0.382	0.363	0.346	0.329	0.313	0.298
50	0.594	0.574	0.553	0.532	0.511	0.490	0.469	0.448	0.428	0.408	0.388	0.370	0.352	0.335	0.319	0.304
51	0.604	0.583	0.562	0.541	0.520	0.498	0.477	0.456	0.435	0.415	0.396	0.377	0.359	0.342	0.325	0.310
52	0.613	0.592	0.571	0.550	0.528	0.507	0.486	0.464	0.443	0.423	0.403	0.384	0.366	0.349	0.332	0.316
53	0.623	0.602	0.581	0.559	0.538	0.516	0.494	0.473	0.452	0.431	0.411	0.392	0.373	0.356	0.339	0.322
54	0.633	0.612	0.591	0.569	0.547	0.526	0.504	0.482	0.460	0.439	0.419	0.400	0.381	0.363	0.346	0.329
55	0.643	0.622	0.601	0.579	0.557	0.535	0.513	0.491	0.469	0.448	0.428	0.408	0.389	0.371	0.353	0.336
56	0.654	0.633	0.612	0.590	0.568	0.546	0.523	0.501	0.479	0.458	0.437	0.417	0.397	0.379	0.361	0.344
57	0.665	0.644	0.623	0.601	0.579	0.556	0.534	0.511	0.489	0.467	0.446	0.426	0.406	0.387	0.369	0.352
58	0.677	0.655	0.634	0.612	0.590	0.567	0.545	0.522	0.499	0.477	0.456	0.435	0.415	0.396	0.378	0.360
59	0.688	0.667	0.646	0.624	0.601	0.579	0.556	0.533	0.510	0.488	0.466	0.445	0.425	0.406	0.387	0.369

CONVERSION FROM 0 MO CERTAIN AND LIFE TO
 JOINT AND CONTINGENT WITH 75 PERCENT CONTINUED TO CONTINGENT ANNUITANT
 NO TWO YEAR ELECTION REQUIREMENT
 TABLE II CONTINUED

AGE OF BENEFI- CIARY	AGE OF RETIREE															
	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85
60	0.700	0.679	0.658	0.636	0.614	0.591	0.568	0.545	0.522	0.499	0.477	0.456	0.436	0.416	0.397	0.378
61	0.712	0.692	0.670	0.648	0.626	0.603	0.580	0.557	0.534	0.511	0.489	0.467	0.446	0.426	0.407	0.388
62	0.725	0.704	0.683	0.661	0.639	0.616	0.593	0.570	0.546	0.523	0.501	0.479	0.458	0.437	0.418	0.399
63	0.737	0.717	0.696	0.674	0.652	0.630	0.606	0.583	0.559	0.536	0.513	0.491	0.470	0.449	0.429	0.410
64	0.750	0.730	0.709	0.688	0.666	0.643	0.620	0.596	0.573	0.550	0.527	0.504	0.483	0.462	0.441	0.422
65	0.763	0.743	0.723	0.702	0.680	0.657	0.634	0.611	0.587	0.563	0.540	0.518	0.496	0.474	0.454	0.434
66	0.776	0.757	0.737	0.716	0.694	0.672	0.649	0.625	0.601	0.578	0.555	0.532	0.510	0.488	0.467	0.447
67	0.788	0.770	0.750	0.730	0.708	0.686	0.663	0.640	0.616	0.593	0.569	0.546	0.524	0.502	0.481	0.460
68	0.801	0.783	0.764	0.744	0.723	0.701	0.678	0.655	0.632	0.608	0.584	0.561	0.539	0.517	0.495	0.474
69	0.814	0.796	0.778	0.758	0.738	0.716	0.694	0.671	0.647	0.624	0.600	0.577	0.554	0.532	0.510	0.489
70	0.826	0.809	0.791	0.772	0.752	0.731	0.709	0.686	0.663	0.640	0.616	0.593	0.570	0.548	0.526	0.505
71	0.838	0.822	0.805	0.786	0.767	0.747	0.725	0.703	0.680	0.656	0.633	0.610	0.587	0.565	0.542	0.521
72	0.850	0.835	0.818	0.800	0.782	0.762	0.741	0.719	0.696	0.673	0.650	0.627	0.604	0.582	0.559	0.538
73	0.862	0.847	0.831	0.814	0.796	0.777	0.756	0.735	0.713	0.690	0.667	0.644	0.622	0.599	0.577	0.555
74	0.873	0.859	0.844	0.828	0.810	0.792	0.772	0.751	0.729	0.707	0.685	0.662	0.640	0.617	0.595	0.573
75	0.883	0.870	0.856	0.841	0.824	0.806	0.787	0.767	0.746	0.724	0.702	0.680	0.658	0.635	0.613	0.591
76	0.893	0.881	0.868	0.853	0.837	0.820	0.802	0.783	0.762	0.741	0.720	0.698	0.676	0.654	0.632	0.610
77	0.903	0.891	0.879	0.865	0.850	0.834	0.817	0.798	0.778	0.758	0.737	0.716	0.694	0.673	0.651	0.629
78	0.912	0.901	0.889	0.877	0.863	0.847	0.831	0.813	0.794	0.774	0.754	0.733	0.712	0.691	0.670	0.648
79	0.920	0.910	0.899	0.887	0.874	0.860	0.844	0.827	0.809	0.790	0.771	0.751	0.730	0.709	0.688	0.667
80	0.927	0.918	0.908	0.897	0.885	0.871	0.857	0.841	0.823	0.805	0.787	0.767	0.747	0.727	0.707	0.686
81	0.934	0.926	0.917	0.906	0.895	0.882	0.868	0.853	0.837	0.820	0.802	0.783	0.764	0.745	0.725	0.704
82	0.941	0.933	0.924	0.915	0.904	0.893	0.880	0.865	0.850	0.833	0.816	0.798	0.780	0.761	0.742	0.722
83	0.947	0.939	0.932	0.923	0.913	0.902	0.890	0.876	0.862	0.846	0.830	0.813	0.795	0.777	0.759	0.740
84	0.952	0.945	0.938	0.930	0.921	0.911	0.899	0.887	0.873	0.859	0.843	0.827	0.810	0.793	0.775	0.756
85	0.957	0.951	0.944	0.937	0.928	0.919	0.908	0.897	0.884	0.870	0.855	0.840	0.824	0.807	0.790	0.772

Section 3. Qualified Joint and 100% Survivor Annuity

If a Participant elects a Qualified Joint and 100% Survivor Annuity as described in Section 7.4(b) of the Plan, the actuarial equivalent of his normal benefit shall be determined by using the following Table III. Percentages for ages not shown are computed on a basis consistent with that used for those shown.

CONVERSION FROM 0 MO CERTAIN AND LIFE TO
JOINT AND SURVIVOR WITH 100 PERCENT CONTINUED TO SURVIVOR
NO TWO YEAR ELECTION REQUIREMENT

TABLE III

AGE OF BENEFI- CIARY	AGE OF RETIREE															
	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70
16	0.582	0.567	0.553	0.538	0.523	0.508	0.493	0.477	0.462	0.446	0.431	0.415	0.400	0.384	0.369	0.353
17	0.585	0.571	0.556	0.541	0.526	0.511	0.496	0.480	0.465	0.449	0.433	0.418	0.402	0.387	0.371	0.356
18	0.589	0.574	0.560	0.545	0.530	0.515	0.499	0.484	0.468	0.452	0.436	0.420	0.405	0.389	0.374	0.356
19	0.593	0.578	0.563	0.549	0.533	0.518	0.503	0.487	0.471	0.455	0.439	0.423	0.408	0.392	0.376	0.361
20	0.597	0.582	0.567	0.552	0.537	0.522	0.506	0.490	0.474	0.458	0.442	0.426	0.410	0.395	0.379	0.363
21	0.601	0.586	0.571	0.556	0.541	0.525	0.510	0.494	0.478	0.462	0.446	0.429	0.413	0.398	0.382	0.366
22	0.605	0.591	0.576	0.560	0.545	0.529	0.514	0.498	0.481	0.465	0.449	0.433	0.417	0.401	0.385	0.369
23	0.610	0.595	0.580	0.565	0.549	0.533	0.517	0.501	0.485	0.469	0.452	0.436	0.420	0.404	0.388	0.371
24	0.614	0.599	0.584	0.569	0.553	0.538	0.522	0.505	0.489	0.473	0.456	0.440	0.423	0.407	0.391	0.375
25	0.619	0.604	0.589	0.574	0.558	0.542	0.526	0.510	0.493	0.476	0.460	0.443	0.427	0.410	0.394	0.378
26	0.624	0.609	0.594	0.578	0.562	0.546	0.530	0.514	0.497	0.481	0.464	0.447	0.430	0.414	0.397	0.381
27	0.629	0.614	0.599	0.583	0.567	0.551	0.535	0.518	0.502	0.485	0.468	0.451	0.434	0.418	0.401	0.384
28	0.635	0.620	0.604	0.588	0.572	0.556	0.540	0.523	0.506	0.489	0.472	0.455	0.438	0.422	0.405	0.388
29	0.640	0.625	0.609	0.594	0.578	0.561	0.545	0.528	0.511	0.494	0.477	0.460	0.443	0.426	0.409	0.392
30	0.646	0.631	0.615	0.599	0.583	0.567	0.550	0.533	0.516	0.499	0.481	0.464	0.447	0.430	0.413	0.396
31	0.652	0.637	0.621	0.605	0.589	0.572	0.555	0.538	0.521	0.504	0.486	0.469	0.452	0.434	0.417	0.400
32	0.658	0.643	0.627	0.611	0.594	0.578	0.561	0.544	0.526	0.509	0.491	0.474	0.456	0.439	0.422	0.404
33	0.664	0.649	0.633	0.617	0.600	0.584	0.567	0.549	0.532	0.514	0.497	0.479	0.461	0.444	0.426	0.409
34	0.671	0.655	0.639	0.623	0.607	0.590	0.573	0.555	0.538	0.520	0.502	0.484	0.466	0.449	0.431	0.413
35	0.678	0.662	0.646	0.630	0.613	0.596	0.579	0.561	0.544	0.526	0.509	0.490	0.472	0.454	0.436	0.418
36	0.685	0.669	0.653	0.637	0.620	0.603	0.586	0.568	0.550	0.532	0.514	0.496	0.478	0.459	0.441	0.423
37	0.692	0.676	0.660	0.644	0.627	0.610	0.592	0.575	0.557	0.538	0.520	0.502	0.483	0.465	0.447	0.429
39	0.699	0.683	0.667	0.651	0.634	0.617	0.599	0.581	0.563	0.545	0.527	0.508	0.490	0.471	0.453	0.434
39	0.707	0.691	0.675	0.658	0.641	0.624	0.607	0.589	0.570	0.552	0.533	0.515	0.496	0.477	0.459	0.440
40	0.714	0.699	0.683	0.666	0.649	0.632	0.614	0.596	0.578	0.559	0.540	0.521	0.503	0.484	0.465	0.446
41	0.722	0.707	0.691	0.674	0.657	0.640	0.622	0.604	0.585	0.567	0.548	0.529	0.510	0.491	0.472	0.453
42	0.731	0.715	0.699	0.682	0.665	0.648	0.630	0.612	0.593	0.574	0.555	0.536	0.517	0.498	0.479	0.459
43	0.739	0.723	0.707	0.691	0.674	0.656	0.638	0.620	0.601	0.582	0.563	0.544	0.525	0.505	0.486	0.466
44	0.747	0.732	0.716	0.699	0.682	0.665	0.647	0.629	0.610	0.591	0.571	0.552	0.532	0.513	0.493	0.473
45	0.756	0.740	0.725	0.708	0.691	0.674	0.656	0.637	0.619	0.599	0.580	0.560	0.541	0.521	0.501	0.481
46	0.764	0.749	0.733	0.717	0.700	0.683	0.665	0.646	0.628	0.608	0.589	0.569	0.549	0.529	0.509	0.489
47	0.773	0.758	0.743	0.726	0.710	0.692	0.674	0.656	0.637	0.617	0.598	0.578	0.558	0.538	0.518	0.497
48	0.782	0.767	0.752	0.736	0.719	0.702	0.684	0.665	0.646	0.627	0.607	0.587	0.567	0.547	0.526	0.506
49	0.791	0.776	0.761	0.745	0.729	0.711	0.693	0.675	0.656	0.637	0.617	0.597	0.576	0.556	0.535	0.514
50	0.800	0.785	0.770	0.755	0.738	0.721	0.703	0.685	0.666	0.647	0.627	0.606	0.586	0.565	0.545	0.524
51	0.809	0.795	0.780	0.764	0.748	0.731	0.714	0.695	0.676	0.657	0.637	0.617	0.596	0.575	0.554	0.533
52	0.818	0.804	0.789	0.774	0.758	0.741	0.724	0.706	0.687	0.667	0.647	0.627	0.606	0.586	0.565	0.543
53	0.827	0.813	0.799	0.784	0.768	0.752	0.734	0.716	0.697	0.678	0.658	0.638	0.617	0.596	0.575	0.553
54	0.835	0.822	0.808	0.794	0.778	0.762	0.745	0.727	0.708	0.689	0.669	0.649	0.628	0.607	0.586	0.564
55	0.844	0.831	0.818	0.804	0.788	0.772	0.756	0.738	0.719	0.700	0.680	0.660	0.639	0.618	0.597	0.575
56	0.853	0.840	0.827	0.813	0.799	0.783	0.766	0.749	0.731	0.712	0.692	0.672	0.651	0.630	0.609	0.587
57	0.861	0.849	0.837	0.823	0.809	0.793	0.777	0.760	0.742	0.723	0.704	0.684	0.663	0.642	0.621	0.598
58	0.869	0.858	0.846	0.833	0.819	0.804	0.798	0.771	0.754	0.735	0.716	0.696	0.675	0.654	0.633	0.611
59	0.877	0.867	0.855	0.842	0.829	0.814	0.799	0.783	0.765	0.747	0.728	0.708	0.688	0.667	0.646	0.623
60	0.885	0.875	0.864	0.852	0.839	0.825	0.810	0.794	0.777	0.759	0.740	0.721	0.701	0.680	0.659	0.636

CONVERSION FROM 0 MO CERTAIN AND LIFE TO
 JOINT AND SURVIVOR WITH 100 PERCENT CONTINUED TO SURVIVOR
 NO TWO YEAR ELECTION REQUIREMENT

TABLE III

AGE OF BENEFI- CIARY	AGE OF RETIREE															
	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70
61	0.893	0.883	0.873	0.861	0.849	0.835	0.821	0.805	0.789	0.771	0.753	0.734	0.714	0.693	0.672	0.650
62	0.901	0.891	0.881	0.870	0.858	0.845	0.831	0.816	0.800	0.783	0.766	0.747	0.727	0.707	0.686	0.664
63	0.908	0.899	0.889	0.879	0.868	0.855	0.842	0.828	0.812	0.796	0.778	0.760	0.741	0.721	0.700	0.678
64	0.915	0.906	0.897	0.887	0.877	0.865	0.852	0.838	0.824	0.808	0.791	0.773	0.754	0.734	0.714	0.692
65	0.921	0.913	0.905	0.896	0.886	0.874	0.862	0.849	0.835	0.820	0.803	0.786	0.768	0.748	0.728	0.707
66	0.927	0.920	0.912	0.904	0.894	0.884	0.872	0.860	0.846	0.831	0.815	0.799	0.781	0.762	0.743	0.722
67	0.933	0.927	0.919	0.911	0.902	0.892	0.882	0.870	0.857	0.843	0.828	0.811	0.794	0.776	0.757	0.737
68	0.939	0.933	0.926	0.918	0.910	0.901	0.891	0.879	0.867	0.854	0.839	0.824	0.807	0.790	0.771	0.751
69	0.944	0.939	0.932	0.925	0.917	0.909	0.899	0.889	0.877	0.865	0.851	0.836	0.820	0.804	0.786	0.766
70	0.949	0.944	0.938	0.932	0.925	0.917	0.908	0.898	0.887	0.875	0.862	0.848	0.833	0.817	0.800	0.781
71	0.954	0.949	0.944	0.938	0.931	0.924	0.916	0.906	0.896	0.885	0.873	0.860	0.845	0.830	0.813	0.796
72	0.958	0.954	0.949	0.944	0.937	0.931	0.923	0.915	0.905	0.895	0.883	0.871	0.857	0.843	0.827	0.810
73	0.962	0.958	0.954	0.949	0.943	0.937	0.930	0.922	0.914	0.904	0.893	0.881	0.869	0.855	0.840	0.824
74	0.966	0.962	0.958	0.954	0.949	0.943	0.937	0.929	0.921	0.912	0.902	0.892	0.880	0.867	0.853	0.837
75	0.969	0.966	0.962	0.958	0.954	0.949	0.943	0.936	0.929	0.920	0.911	0.901	0.890	0.878	0.865	0.850
76	0.973	0.970	0.966	0.963	0.958	0.954	0.948	0.942	0.936	0.928	0.920	0.910	0.900	0.889	0.876	0.863
77	0.975	0.973	0.970	0.966	0.963	0.958	0.954	0.948	0.942	0.935	0.927	0.919	0.909	0.899	0.887	0.874
78	0.978	0.976	0.973	0.970	0.967	0.963	0.958	0.953	0.948	0.941	0.934	0.926	0.918	0.908	0.898	0.886
79	0.980	0.978	0.976	0.973	0.970	0.967	0.963	0.958	0.953	0.947	0.941	0.934	0.926	0.917	0.907	0.896
80	0.982	0.981	0.978	0.976	0.973	0.970	0.967	0.963	0.958	0.953	0.947	0.940	0.933	0.925	0.916	0.906
81	0.984	0.983	0.981	0.979	0.976	0.973	0.970	0.966	0.962	0.957	0.952	0.946	0.939	0.932	0.924	0.914
82	0.986	0.984	0.983	0.981	0.979	0.976	0.973	0.970	0.966	0.962	0.957	0.952	0.945	0.939	0.931	0.923
83	0.987	0.986	0.985	0.983	0.981	0.979	0.976	0.973	0.970	0.966	0.961	0.956	0.951	0.945	0.938	0.930
84	0.989	0.988	0.986	0.985	0.983	0.981	0.979	0.976	0.973	0.969	0.965	0.961	0.956	0.950	0.944	0.937
85	0.990	0.989	0.988	0.986	0.985	0.983	0.981	0.978	0.976	0.972	0.969	0.965	0.960	0.955	0.949	0.943

Section 4. Life Annuity with 36 Monthly Payments Guaranteed

If a Participant elects a Life Annuity with 36 monthly payments guaranteed as described in Section 7.4(b) of the Plan, the actuarial equivalent of his normal benefit form shall be determined by using the following Table IV. Percentages for ages not shown are computed on a basis consistent with that used for those shown.

TABLE IV

Factors for Converting Life-Only Benefits to
Lifetime Benefit with 36 Monthly Payments Guaranteed

<u>AGE</u>	<u>FACTOR</u>
40	0.9996
41	0.9995
42	0.9994
43	0.9994
44	0.9993
45	0.9992
46	0.9991
47	0.9990
48	0.9989
49	0.9987
50	0.9986
51	0.9984
52	0.9982
53	0.9980
54	0.9978
55	0.9974
56	0.9972
57	0.9968
58	0.9965
59	0.9961
60	0.9956
61	0.9951
62	0.9945
63	0.9937
64	0.9929
65	0.9920
66	0.9909
67	0.9895
68	0.9880
69	0.9863
70	0.9843

Section 5. Life Annuity with 60 Monthly Payments Guaranteed

If a Participant elects a Life Annuity with 60 monthly payments guaranteed as described in Section 7.4(b) of the Plan, the actuarial equivalent of his normal benefit form shall be determined by using the following Table V. Percentages for ages not shown are computed on a basis consistent with that used for those shown.

TABLE V

Factors for Converting Life-Only Benefits to
Lifetime Benefit with 60 Monthly Payments Guaranteed

<u>AGE</u>	<u>FACTOR</u>
40	0.9987
41	0.9986
42	0.9984
43	0.9982
44	0.9980
45	0.9978
46	0.9975
47	0.9972
48	0.9968
49	0.9964
50	0.9960
51	0.9955
52	0.9950
53	0.9944
54	0.9937
55	0.9929
56	0.9922
57	0.9913
58	0.9904
59	0.9893
60	0.9880
61	0.9865
62	0.9848
63	0.9829
64	0.9807
65	0.9781
66	0.9751
67	0.9717
68	0.9678
69	0.9633
70	0.9584

Section 6. Life Annuity with 120 Monthly Payments Guaranteed

If a Participant elects a Life Annuity with 120 monthly payments guaranteed as described in Section 7.4(b) of the Plan, the actuarial equivalent of his normal benefit form shall be determined by using the following Table VI. Percentages for ages not shown are computed on a basis consistent with that used for those shown.

TABLE VI

Factors for Converting Life-Only Benefits to
Lifetime Benefit with 120 Monthly Payments Guaranteed

<u>AGE</u>	<u>FACTOR</u>
40	0.9950
41	0.9944
42	0.9937
43	0.9930
44	0.9922
45	0.9912
46	0.9902
47	0.9890
48	0.9877
49	0.9862
50	0.9846
51	0.9828
52	0.9808
53	0.9786
54	0.9762
55	0.9734
56	0.9706
57	0.9674
58	0.9638
59	0.9598
60	0.9551
61	0.9498
62	0.9438
63	0.9371
64	0.9295
65	0.9210
66	0.9115
67	0.9011
68	0.8898
69	0.8776
70	0.8646

Section 7. Effective Date of Actuarial Equivalence Factors

The bases for determining actuarial equivalence as specified above are to be used for benefits effective on or after October 1, 1984. However, the amount of any benefit determined under this Appendix effective on or after such date shall not be less than the amount of said benefit calculated using the actuarial equivalence factors, the amount of Normal Pension Benefit accrued by the Participant, and the Plan provisions, all as of September 30, 1984.

**AMENDMENT NO. TEN
TO THE STEELWORKERS WESTERN
INDEPENDENT SHOPS PENSION PLAN
(Amended and Restated Effective October 1, 2000)**

Pursuant to Article XI of the Steelworkers Western Independent Shops Pension Plan (the "Plan"), which provides that the Plan provisions may be amended by an instrument in writing executed by the Trustees so long as such amendment does not enlarge the obligations undertaken by the parties to a Collective Bargaining Agreement, except to the extent required by law, the Trustees hereby amend Section 7.7(e) of the Plan to read as follows, effective as of January 1, 2003:

(e) Notwithstanding any other Plan provision to the contrary, all Plan distributions shall be made in accordance with Code Section 401(a)(9), including the incidental death benefit requirement of Code Section 401(a)(9)(G), and in accordance with Treasury Regulation Sections 1.401(a)(9)-2 through 1.401(a)(9)-9, as applicable, and their successors.

IN WITNESS WHEREOF, the undersigned Trustees have approved and adopted this Amendment No. Ten to the Plan as of this 5th day of May, 2011.

EMPLOYER TRUSTEES



Two handwritten signatures are written over two horizontal lines. The top signature is a large, stylized cursive signature. The bottom signature is a smaller, more compact cursive signature.

UNION TRUSTEES



Two handwritten signatures are written over two horizontal lines. The top signature is a large, stylized cursive signature. The bottom signature is a smaller, more compact cursive signature.