MINNEAPOLIS RETAIL MEAT CUTTERS AND FOOD HANDLERS PENSION PLAN

PLAN DOCUMENT AND SUMMARY PLAN DESCRIPTION

AMENDED AND RESTATED EFFECTIVE MARCH 1, 2015

Table of Contents

1.01	Eliç	Eligibility For Participation In The Plan			
	A.	Initial Participation	1		
	B.	Subsequent Participation.	1		
	C.	Employer Contributions.	1		
1.02	Ser	vice	4		
	A.	Hour Of Service	4		
	B.	Year Of Service For Eligibility Purposes	5		
	C.	Year Of Service For Vesting Purposes	5		
	D.	Year Of Service For Benefit Accrual	6		
	E.	Years Of Service Prior To May 2, 2010	6		
1.03	Bre	eak In Service	7		
	A.	For Years Of Service Occurring Prior To The First Restatement Date	7		
	B.	From And After The First Restatement Date.	7		
	C.	The Effect Of A Break In Service	8		
1.04	Credited Service				
	A.	Past Service	9		
	B.	Future Service	11		
	C.	Credited Service For Injury Or Disease	11		
	D.	Credited Service For Partial Disability	11		
1.05	Crediting Hours Of Service For Benefit Determination				
	A.	Computation Of Credited Service For Purposes Of Retirement Benefits.	14		
	B.	Credited Service From And After The First Restatement Date	14		
	C.	Credited Service For Full Time Employment Prior To The First Restatement Date	14		
	D.	Credited Service For Part Time Employment Prior To The First Restatement Date	15		
	E.	Computation Of Past Service Credit	15		
1.06	Vesting				
	A.	Vesting On Retirement.	16		
	B.	Vesting On Termination Of Employment	16		
	C.	Vesting Schedule Amendments.	17		
1 07	Flic	ribility Requirements For Retirement Benefits	18		

1.08	Retirement Benefits			
	A.	Normal Retirement Benefits	20	
	B.	Early Retirement Benefit	23	
	C.	Special Early Retirement Benefit	23	
	D.	Deferred Retirement Benefit.	23	
	E.	Disability Retirement Benefit	23	
	F.	Vested Retirement Benefit	23	
	G.	Thirty (30) Year Retirement Benefit.	23	
	Н.	Rules Governing Benefit Levels	24	
1.09	Payment Plans			
	A.	The Standard Payment Form	26	
	B.	Qualified Joint And Survivor Annuity Options	26	
	C.	Qualified Optional Annuity Form.	28	
	D.	Survivor Death Benefit Annuity For Certain Married Participants	28	
1.10	Lin	nitation On Annual Benefit	32	
1.11	Commencement Of Benefits			
	A.	In General	33	
	B.	Minimum Required Distributions.	33	
	C.	Lost Participants	34	
	D.	Retroactive Payments	34	
	E.	Age Discrimination	34	
1.12	Adjustments In Retirement Benefit After Retirement Date			
	A.	Retirement On Or After July 1, 1971 And Before March 1, 1976	35	
	B.	Retirement On Or After March 1, 1976.	36	
	C.	Defunct Employers.	36	
1.13	Re	sumption Of Employment After Retirement	38	
	A.	Suspension Of Normal Retirement Benefits For Benefits Accrued On And After October 1, 2003.	38	
	B.	Suspension Of Benefits Other Than Normal Retirement Benefits For Benefits Accrued On And After October 1, 2003	38	
	C.	Suspension Of Retirement Benefits For Benefits Accrued Before October 1, 2003.	40	
	D.	Benefits Suspended After October 1, 2003 – Retroactive Payments Available As Of May 26, 2006	41	
	Ε.	Notices And Procedures	42	

	F.	Suspension And Resumption Of Benefit Payments	43
	G.	Regulation Controlling.	44
1.14	Am	endment And Termination Of The Plan	45
	A.	Plan Amendment	45
	B.	Plan Termination.	45
	C.	Merger Or Consolidation	46
1.15	General Plan Provisions		
	A.	No Reversions.	47
	В.	Assignment Of Benefits Prohibited.	47
	C.	Funding Policy	47
	D.	Deposit Administration Contract	47
	E.	Claims Procedure.	48
	F.	Information Required	51
	G.	Effect Of Misstatements	51
	H.	Payments To Incompetents.	52
	I.	Construction.	52
	J.	Trustee Authority.	52
1.16	Glossary Of Terms Used In Plan.		
	A.	Actuarial Equivalent Or Actuarially Equivalent	54
	B.	Administrative Manager	55
	C.	Administrator	55
	D.	Alumni Employee	55
	E.	Benefit Commencement Date	56
	F.	Code	56
	G.	Collective Bargaining Agreement	56
	Н.	Collectively Bargained Employee	56
	I.	Compensation	56
	J.	Contributing Employer	57
	K.	Covered Service.	58
	L.	Date The Employer Became A Contributing Employer	58
	M.	Domestic Relations	58
	N.	Employee Means:	58
	Ο.	Employer Contributions	59

Exhibit B		XXXVII
Exhibit A-2		xx
Exhibit A-1		
KK.	Year Of Service	66
JJ.	Union:	65
II.	Trustees	65
HH.	Trust Agreement	65
GG.	Trust Or Trust Fund.	65
FF.	Total And Permanent Disability/Totally And Permanently Disabled:	64
EE.	Spouse	63
DD.	Retirement Date	62
CC.	Qualified Domestic Relations Order	
BB.	Plan Year	61
AA.	Plan Anniversary Date	61
Z.	Plan	61
Υ.	Pensioner	
Χ.	Participation Agreement	
W.	Participant	
V.	Non-Collectively Bargained Employee	
U.	Leased Employee	
Т.	Hour Of Service.	
S.	Highly Compensated Employee	
R.	First Restatement Date.	
Q.	Fiduciary:	
Р.	Employment:	59

PLAN DOCUMENT

1.01 ELIGIBILITY FOR PARTICIPATION IN THE PLAN

- A. INITIAL PARTICIPATION. An Employee becomes eligible to participate in the Plan immediately upon the Employee's commencement of Employment in Covered Service with a contributing Employer; provided that, Employees of the Union, of the Trustees, and of the Administrative Manager, as approved by the Trustees, will be eligible for participation only if the Employer does not make contributions to any other retirement plan (other than Social Security) on their behalf.
- B. SUBSEQUENT PARTICIPATION. If an Employee who had become a Participant under the Plan should ever cease to be a Participant, then that Employee will immediately become a Participant again in the Plan upon the Employee's recommencement of Employment in Covered Service with a Contributing Employer.
- C. EMPLOYER CONTRIBUTIONS. Effective March 1, 1994, the following coverage rules will apply. Only Employer Contributions, as provided, below, to the Trust Fund are permitted under this Plan. Contributions by a Participant or an Employee on the Participant's or Employee's own behalf are not permitted under this Plan. Employer Contributions will be allowed as follows:
 - 1. Contributions by Employers Signatory to a Collective Bargaining Agreement or Other Approved Written Agreement. Any Employer who has agreed to contribute to the Trust Fund on behalf of its Collectively Bargained Employees pursuant to the provisions of the Collective Bargaining Agreement:
 - a. Will contribute on behalf of each and every one of those Collectively Bargained Employees; and
 - b. May contribute on behalf of each and every Alumni Employee; and
 - c. Unless otherwise required by the Participation Agreement, the required monthly Employer Contribution for all Employees described in paragraph (1)(b) above will be determined:
 - As though the Employee was working normal full-time hours under the applicable Collective Bargaining Agreement at that time, or if less,
 - ii) By applying the part-time contribution rate in that Collective Bargaining Agreement, as that agreement requires.

- 2. <u>Contributions by the Union.</u> The Trustees may permit the Union to contribute to the Trust Fund. If so, the Union:
 - a. Will contribute on behalf of each and every one of its Employees covered by a Collective Bargaining Agreement to which the Union is bound as an Employer and which requires Employer Contributions to the Trust Fund, and;
 - b. May contribute on behalf of:
 - i) Each and every one of its Non-Collectively Bargained Employees; or
 - ii) Each and every Alumni Employee; but
 - c. For purposes of coverage under paragraphs (2)(b)(i) and (b)(ii) above, the Union need not contribute on behalf of Employees who are included in another unit of employees covered by a collective bargaining agreement with a labor union, if retirement benefits were the subject of good faith bargaining between such related organization and the labor union; and
 - d. Unless otherwise required by the Participation Agreement, the required monthly Employer Contribution for all Employees described in paragraphs (2)(b)(i) an (b)(ii) will be determined:
 - i) As though the Employee was working normal full-time hours under the applicable Collective Bargaining Agreement at that time, or if less.
 - ii) By applying the part-time contribution rate in that Collective Bargaining Agreement, as that agreement requires.
- 3. <u>Contributions by the Administrative Manager</u>. The Trustees may permit the Administrative Manager to contribute to the Trust Fund. If so, the Administrative Manager:
 - a. Will contribute on behalf of each and every one of its Employees covered by a Collective Bargaining Agreement to which the Administrative Manager is bound as an Employer and which requires Employer Contributions to the Trust Fund, and;
 - b. May contribute on behalf of each and every one of its Non-Collectively Bargained Employees, but
 - c. For purposes of coverage under paragraph (3)(b) above, need not contribute on behalf of Employees who are included in another unit of employees covered by a collective bargaining agreement with a labor union, if retirement benefits were the subject of good faith

bargaining between such related organization and the labor union; and

- d. Unless otherwise required by the Participation Agreement, the required monthly Employer Contribution for all Employees described in paragraph (3)(b) will be determined:
 - i) As though the Employee was working normal full-time hours under the applicable Collective Bargaining Agreement at that time, or if less,
 - ii) By applying the part-time contribution rate in that Collective Bargaining Agreement, as that agreement requires.
- 4. <u>Documentation in Support of Contributions.</u> For any coverage permitted under paragraphs (1)(b), or (2)(b)(i) and (b)(ii), or (3)(b) each Employer must:
 - a. Execute a written Participation Agreement as required by the Trustees which binds the Employer to the terms of this Plan document and specifies the detailed basis upon which the Employer Contributions are to be made to the Trust Fund;
 - b. Execute such documents and certifications as may be required by the Internal Revenue Service, or as may be reasonably required by the Trustees, to enable the Plan to secure a determination letter of federal tax exemption or to maintain its tax exemption and/or qualified plan status.
- 5. Compliance with Non-Discrimination Requirements. In administering the types of coverage provided in this Section, the Trustees will not permit any coverage inclusions or exclusions which would contravene the non-discrimination requirements of the Code and applicable regulations. The Trustees are authorized to take any and all steps as outlined in this Plan document and otherwise to ensure compliance with such non-discrimination requirements and with the terms of any Participation Agreement, including, but not limited to, requiring an Employer to retroactively include in its coverage one or more of its eligible Employees and make Employer Contributions on behalf of such Employee(s) in accordance with the terms of this Agreement.

1.02 SERVICE

- **A. HOUR OF SERVICE** for all purposes under the Plan means each hour for which:
 - An Employee is paid, or entitled to payment, for the performance of duties for a Contributing Employer in Covered Service during the applicable computation period. These Hours of Service will be credited to the Employee for the computation period or periods in which the duties are performed.
 - 2. An Employee is paid, or entitled to payment, by a Contributing Employer on account of a period of time during which no duties are performed in Covered Service (irrespective of whether the Employment relationship has terminated) due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty, or leave of absence. These hours will be credited to the computation period or periods during which no duties are performed beginning with the first unit of time to which the payment relates. Notwithstanding the preceding two sentences,
 - a. No more than five hundred one (501) Hours of Service will be credited under this paragraph (2) to an Employee on account of any single continuous period during which the Employee performs no duties in Covered Service (whether or not such period occurs in a single computation period);
 - b. An Hour of Service for which an Employee is directly or indirectly paid, or entitled to payment, on account of a period during which no duties are performed in Covered Service will not be credited to the Employee if such payment is made or due under a plan maintained solely for the purpose of complying with applicable workman's compensation laws, unemployment compensation laws or disability insurance laws; and
 - c. Hours of Service will not be credited for a payment which solely reimburses an Employee for medical or medically related expenses incurred by the Employee.

For purposes of this paragraph (2), a payment will be deemed to be made by or due from a Contributing Employer regardless of whether such payment is made by or due from the Contributing Employer directly, or indirectly through, among others, a trust fund, or insurer, to which the Contributing Employer contributes or pays premiums and regardless of whether contributions made or due to the trust fund, insurer, or other entity are for the benefit of particular Employees or are on behalf of a group of Employees in the aggregate.

 Back pay, irrespective of mitigation of damages, is either awarded or agreed to by a Contributing Employer to the extent that the award or agreement is intended to compensate an Employee for periods during which the Employee would have been engaged in Covered Service. These Hours of Service will be credited to the computation period or periods to which the award or agreement for back pay relates, rather than to the computation period in which the award, agreement, or payment is made. The same Hours of Service will not be credited both under paragraph (1), above, or paragraph (2), above, as the case may be, and under this paragraph (3). Thus, for example, an Employee who receives a back pay award following a determination that the Employee was paid at an unlawful rate for Hours of Service previously credited will not be entitled to additional credit for the same Hours of Service. Crediting of Hours of Service for back pay awarded or agreed to with respect to periods described in paragraph (2), above, will be subject to the limitations set forth in that paragraph. For example, no more than five hundred one (501) Hours of Service are required to be credited for payments of back pay, to the extent that such back pay is agreed to or awarded for a period of time during which an Employee did not or would not have performed duties.

U.S. Department of Labor Regulations Sections 2530.200b-2(b) ("Special rule for determining hours of service") and 2530.200b-2(c) ("Crediting of hours of service to computation periods"), as amended from time to time, are incorporated by reference, but only to the extent not inconsistent with the definition of Hours of Service set forth above.

B. YEAR OF SERVICE FOR ELIGIBILITY PURPOSES. Except as provided in Subsection 1.02(E) below, a Year of Service for eligibility purposes means a twelve (12) month computation period during which an Employee has completed at least one thousand (1,000) Hours of Service. To determine an Employee's eligibility to participate, the computation period will begin on the date of the Employee's commencement of Employment with an Employer and on each succeeding anniversary date of that date; provided, however, that if an Employee fails to complete one thousand (1,000) Hours of Service during the first computation period, then the second computation period will be the Plan Year which includes the first anniversary of the Employment commencement date, and succeeding computation periods will be computed on the basis of the Plan Year.

For purposes of this Subsection 1.02(B) only, the definition of Hours of Service in Subsection 1.02(A) is modified to include any hour of Contiguous Noncovered Service that would satisfy that definition of Hours of Service but for the fact that the hour relates to Contiguous Noncovered Service instead of to Covered Service.

C. YEAR OF SERVICE FOR VESTING PURPOSES. Except as provided in Subsection 1.02(E) below, a Year of Service for vesting purposes means a consecutive twelve (12) month computation period during which an Employee has completed at least one thousand (1,000) Hours of Service. To determine vesting the computation period will coincide with the Plan Year. An Employee will receive credit for a Year of Service for vesting purposes if the Employee completes a Year of Service for eligibility purposes even though the Employee has not completed one thousand (1,000) Hours of Service in either Plan Year which includes a portion

of the twelve (12) month computation period beginning on the Employee's Employment commencement date.

For purposes of this Subsection 1.02(C) only, the definition of Hours of Service in Subsection 1.02(A) is modified to include any hour of Contiguous Noncovered Service that would satisfy that definition of Hours of Service but for the fact that the hour relates to Contiguous Noncovered Service instead of to Covered Service.

D. YEAR OF SERVICE FOR BENEFIT ACCRUAL. Except as provided in Subsection 1.02(E) below, a Year of Service for benefit accrual purposes means a consecutive twelve (12) month computation period during which an Employee has completed at least one thousand (1,000) Hours of Service which will be prorated for credited service. The computation period will coincide with the Plan Year.

For purposes of this Subsection 1.02(D), the definition of Hours of Service in Subsection 1.02(A) is not modified to include any hour of Contiguous Noncovered Service. Contiguous Noncovered Service does not count as service for purposes of benefit accrual.

E. Years Of Service prior To May 2, 2010

The minimum required Hours of Service for determining Years of Service for eligibility, vesting and benefit accrual purposes prior to May 2, 2010 is eight hundred fifty (850) Hours of Service. Any references to one thousand (1,000) Hours of Service in Subsections 1.02(A), (B), and (C), above, will be changed to eight hundred fifty (850) Hours of Service. This change will be pro-rated over the first Plan Year in which the change is effective, March 1, 2010 through February 28, 2011.

1.03 BREAK IN SERVICE

- A. FOR YEARS OF SERVICE OCCURRING PRIOR TO THE FIRST RESTATEMENT DATE. The Break in Service rules in effect under the Plan as it was then constituted will be applicable.
- B. FROM AND AFTER THE FIRST RESTATEMENT DATE. Break in Service means a twelve-month computation period during which an Employee fails to complete or be credited with at least four hundred twenty-five (425) Hours of Service; provided, however, that absence under the following conditions will not constitute a Break in Service:
 - 1. Absence from work pursuant to leave of absence granted under the provisions of a Collective Bargaining Agreement or other approved written agreement for any period of not less than four (4) weeks while totally disabled due to any illness or injury:
 - 2. Absence from work because of partial disability for which an Employee receives Credited Service:
 - 3. Leave of absence for the purpose of serving in the military or naval forces of the United States, or the merchant marine of the United States, under Selective Service, or during war or international police action (except any Participant who voluntarily re-enlists in any of these organizations) and/or the incurrence of Military Service; provided that the provisions of Subsection 1.04(E) are satisfied; or
 - 4. In the case of Plan Years beginning on or after March 1, 1987, a Break in Service will not occur under the circumstances provided in paragraphs (1) through (3) above nor under the following circumstances:
 - a. By reason of the pregnancy of the Participant;
 - b. By reason of the birth of a child of the Participant;
 - By reason of the placement of a child with the Participant in connection with the adoption of such child by the Participant (including placement with the Participant for trial period prior to adoption); or
 - d. For purposes of caring for such child for a period beginning immediately following such birth or placement.

If the Participant's inability to earn a Year of Service is due to any of the conditions set forth in subparagraphs)(a) through (d) of this paragraph (4), the Participant will be credited with Hours of Service provided either: (i) the Administrative Manager has reasonable access to the relevant information, or (ii) the Participant furnishes to the Administrative Manager such timely information as the Administrative Manager may reasonably require to establish that the absence from work is for one of the reasons referred to

above and the number of days for which there was such an absence. The Hours of Service will be credited to the Plan Year in which the period of absence begins if but for such crediting there would be a one (1) year Break in Service in such Plan Year. The Hours of Service to be credited are the Hours of Service which otherwise would normally have been credited to the Participant but for such absence. If the Administrative Manager is unable to determine the number of such hours, eight (8) hours will be credited per day of such absence. In no event, however, will more than five hundred one (501) Hours of Service be credited for such period of absence.

C. THE EFFECT OF A BREAK IN SERVICE is as follows:

- 1. Years of Service before such break will not be required to be taken into account under the Plan ("forfeited") until the Participant has completed a Year of Service after the Participant's return;
- 2. In the case of a Participant who does not have a non-forfeitable right to any portion of his or her accrued benefit, Years of Service before any one (1) year Break in Service will be forfeited if the number of consecutive one (1) year Breaks in Service equals or exceeds the aggregate number of Years of Service prior to such break (excluding Years of Service which are forfeited by reason of any prior Break in Service); provided, however, service will not be forfeited under this paragraph (2) until a Participant has incurred at least two (2) consecutive one (1) year Breaks in Service.
- 3. For Plan Years beginning on or after March 1, 1987, and in the case of a Participant who does not have a non-forfeitable right to any portion of his or her accrued benefit, Years of Service before any one (1) year Break in Service will be forfeited if the number of consecutive one (1) year Breaks in Service equals or exceeds the greater of five (5) or the aggregate number of Years of Service prior to such break (excluding Years of Service which are forfeited by reason of any prior Break in Service). Years of Service that were forfeited under the Break in Service provisions in effect before March 1 1987, will remain forfeited.
- D. For purposes of this Section 1.03 only, the definition of Hours of Service in Subsection 1.02(A) is modified to include any hour of Contiguous Noncovered Service that would satisfy that definition but for the fact that the hour relates to Contiguous Noncovered Service instead of to Covered Service.
- E. The Break in Service provisions, as provided in this Section, apply equally to both Past Service and Future Service.
- F. The Break in Service provisions of this Section 1.03 are modified for purposes of the Thirty (30) Year Retirement and the Modified Thirty (30) Year Retirement. See Sections 1.07(B) (4) and 1.08(G) (3) for these rules.

1.04 CREDITED SERVICE

Credited Service for purposes of determining a Participant's accrued benefit means the sum of all applicable Covered Service, as defined in Subsection 1.16(K) and set forth in this Section below; provided, however, that there will be no duplication of Credited Service for Hours of Service which may be creditable under more than one Subsection of this Section.

- A. PAST SERVICE means service, if any, which is credited to a Participant due to service performed for an Employer prior to the establishment of the Plan or prior to the Date The Employer Became A Contributing Employer, whichever is applicable as indicated below. The maximum allowable Past Service credit is twenty (20) years.
 - 1. For Full Time Employment:
 - a. Participants who are represented by or are salaried or clerical employees of District Local 653-653A, or of the Trustees, who first met the eligibility requirements on March 1, 1960 will receive Credited Service for each week in which the Participant was employed by his or her employer a minimum of twenty-five (25) hours, provided such employment was performed prior to March 1, 1960, while the Participant was covered under a Collective Bargaining Agreement or other approved written agreement; or,
 - Participants represented by the Union who first met the eligibility b. requirements on the Date on which their Employer Became A Contributing Employer on their behalf will receive Credited Service for each week in which the Participant was employed by his or her Employer in Full Time Employment, as defined in Subsection 1.16(P), and provided such Employment was performed while the Participant was covered under a Collective Bargaining Agreement or other approved written agreement prior to the Date on which the Participant's Employer Became A Contributing Employer. addition, service performed within the jurisdiction of former Local 615 (653B) will constitute Past Service, provided that the Employee was employed under the terms of a Collective Bargaining Agreement with Local 615 on the date of the merger with Local 653 and further provided that the Participant continued to be so employed until such Date as the Participant's Employer Became A Contributing Employer. Provided, however, any previous service performed by the Participant while covered under a Collective Bargaining Agreement with Local 653-653A or other approved written agreement prior to the date the Participant became a member of former Local 615 or 653B will not be included as Credited Service unless the Participant has acquired a nonforfeitable right to that service pursuant to the vesting provisions in effect at the time of the termination, or unless the transfer between District Local 653-653A and former Local 615 or 653B was made

within a twenty-six (26) week period and both employers were Contributing Employers at the time of the transfer. These provisions will not, however, cause prior service which has been forfeited pursuant to the Break in Service rules of the Plan to be reinstated.

2. For Part Time Employment:

- a. Participants who are represented by or are salaried or clerical employees of District Local 653-653A or of the Trustees who first met the eligibility requirements on March 1, 1977, will receive Credited Service for each week in which the Participant was employed by the Participant's employer less than twenty-five (25) hours and provided such employment was performed prior to March 1, 1977, while the Participant was covered under a Collective Bargaining Agreement or other approved written agreement; or,
- Participants represented by the Union who first met the eligibility b. requirements on the Date on which their Employer Became A Contributing Employer on their behalf will receive Credited Service for each week in which the Participant was employed by the Participant's Employer in Part Time Employment, as defined in Subsection 1.16(P), and provided such Employment was performed while the Participant was covered under a Collective Bargaining Agreement or other approved written agreement prior to the Date on which the Participant's Employer Became A Contributing Employer under paragraph (2) of Subsection 1.16(L). In addition, service performed within the jurisdiction of former Local 615 (653B) will constitute Past Service provided that the Participant was employed under the terms of a Collective Bargaining Agreement with Local 615 on the date of the merger of Local 615 with Local 653 and further provided that the Participant continued to be so employed until such Date as the Participant's Employer Became A Contributing Employer under paragraph (2) of However, prior service performed while Subsection 1.16(L). covered under a collective bargaining agreement with Local 653-653A or other approved written agreement before the date the Participant became a member of former Local 615 or 653B will not count as Credited Service unless: (i) the Participant has a nonforfeitable right according to the vesting provisions in effect at the time of the termination; or (ii) the transfer between District Local 653-653A and former Local 615 or 653B was made within a twentysix (26) week period and both employers were Contributing Employers at the time of the transfer. These provisions will not, however, cause prior service which has been forfeited pursuant to the Break in Service rules of the Plan to be reinstated.

- **B. FUTURE SERVICE** means service, if any, which is credited to the Participant due to service for a Contributing Employer performed in Covered Service as set forth below:
 - 1. From and after the First Restatement Date, Participants will receive Credited Service for all hours of Covered Service performed or received by them prior to their attainment of seventy (70) years of age. The preceding sentence notwithstanding, Participants who accrue at least one (1) Hour of Service in a Plan Year commencing on or after March 1, 1989 will receive Credited Service for all such service performed or accrued after the Participant reached age sixty-five (65).
 - Prior to the First Restatement Date, Participants who are represented by or are salaried or clerical employees of the Union or of the Trustees will receive Credited Service for each week, prior to their attainment of sixtyfive (65) years of age, for which an Employer Contribution was made on their behalf.
- C. CREDITED SERVICE FOR INJURY OR DISEASE. Notwithstanding the exclusion of certain hours compensated under certain workers' compensation, unemployment compensation, or disability plans from the definition of Hours of Service in Subsection 1.02(A), Credited Service, not exceeding a maximum of twenty-six (26) weeks per Participant, will be earned commencing with the first day of the 5th week, and for absences from work in excess of four (4) weeks due to the following:
 - 1. Injury or disease sustained in the course of Covered Service and with respect to which the Participant receives workers' compensation benefits during such period of absence; or
 - 2. Leave of absence from Covered Service granted under the provisions of a Collective Bargaining Agreement for personal injury or illness.
- D. CREDITED SERVICE FOR PARTIAL DISABILITY. Notwithstanding the exclusion of certain hours compensated under certain workers' compensation, unemployment compensation, or disability plans from the definition of Hours of Service in Subsection 1.02(A), Credited Service will be granted to a Participant who becomes partially disabled, as determined in accordance with rules promulgated by the Trustees and uniformly applied to all Participants, provided all of the following conditions are satisfied:
 - 1. At the time such partial disability is incurred, such Participant works in Full Time Employment for a Contributing Employer and has a one hundred percent (100%) non-forfeitable interest in his or her accrued benefit; and
 - 2. Such partially disabled Participant continues to work in Part Time Employment for a Contributing Employer; and

- 3. Contributions on the Participant's behalf are made in accordance with the Plan dated February 29, 1960, or as subsequently amended and restated.
- E. CREDITED SERVICE FOR MILITARY SERVICE. Credited Service for a leave of absence will be granted as determined in accordance with rules promulgated by the Trustees and uniformly applied to all Participants for periods of absence from Covered Service for the purpose of service in the military or naval forces of the United States, or the merchant marine of the United States, under Selective Service or during war or international police action (except where a Participant voluntarily re-enlists in any of these organizations) provided that the Participant enters such service within ninety (90) days of the Participant's last date of active Employment and returns to Covered Service within ninety (90) days of the date the Participant is first eligible for release from such service; and provided further that the period of such active Employment be not less than one (1) year.

Effective for all Participants incurring Military Service ending on or after October 13, 1996, Participants who return to work for a Contributing Employer (within the time limits described below) following an honorable discharge from Military Service will be entitled to Credited Service for benefit accrual and vesting purposes (and will not experience a Break in Service as a result of that Military Service) in accordance with the following provisions.

1. For purposes of this Section, Military Service includes:

Active duty, active duty for training, initial active duty for training, inactive duty training, full-time National Guard duty, and absence from work for an examination to determine a person's fitness to perform any of these duties in the uniformed services, though not extending for a period of more than five (5) years. Uniformed services includes the Army, Navy, Air Force, Marine Corps, or Coast Guard, Reserve units of those groups, the Army and Air National Guards, the Commissioned corps of the Public Health Service, and any other category of persons designated by the President in time of war or emergency.

- 2. A Participant must notify the Trustees in writing prior to or upon entry into Military Service.
- 3. A Participant who has been discharged from Military Service must return to work for a Contributing Employer within the following time limits in order to be eligible for the crediting of Employer Contributions and Service:
 - a. If the Participant was in Military Service for less than thirty-one (31) days, the Participant must return to work on the next regularly scheduled work day following an eight (8) hour period after discharge.
 - b. If the Participant was in Military Service for thirty-one (31) to one hundred eighty (180) days, the Participant must return to work within fourteen (14) days of discharge.

c. If the Participant was in Military Service for more than one hundred eighty (180) days, the Participant must return to work within ninety (90) days of discharge.

These time limits may be extended (in accordance with federal law) for Participants who suffered a service-connected injury or illness.

- 4. Participants who return to employment with a Contributing Employer must
 - a. Provide the Trustees a copy of discharge papers within fourteen (14) days of returning to work. The discharge papers must indicate the date of induction, the date of discharge or termination of duty, and whether or not the discharge was honorable (The Participant must have received an honorable discharge to be eligible for benefits).
 - b. Notify the Trustees if the Participant has returned to work, but with a different Employer than the Employer the Participant was employed by at the time of entry into Military Service.
- 5. The amount of service to be credited to a Participant returning from Military Service will be determined by multiplying the total period of Military Service (stated in weeks and decimal portions of months) by the weekly average number of Hours of Service worked by the Participant for all Contributing Employers in the twelve (12) consecutive month period immediately preceding entry into Military Service. If the Participant had been employed by Contributing Employers for less than twelve (12) months prior to entering Military Service, the monthly average Hours or Service worked will be calculated over that shorter period.
- 6. Effective on or after January 1, 2007, a Participant who dies while in Military Service will be treated as if the Participant had returned to employment with a Contributing Employer immediately prior to the Participant's death. The Participant will be granted Credited Service and Vesting Service (and will not experience a Break In Service as a result of that Military Service) from the date Military Service began up to the date of the Participant's death.
- 7. Liability for any Employer Contributions due as a result of a Participant's Military Service will be allocated to the last Contributing Employer the Participant worked for before entering Military Service.

1.05 CREDITING HOURS OF SERVICE FOR BENEFIT DETERMINATION

A. COMPUTATION OF CREDITED SERVICE FOR PURPOSES OF RETIREMENT BENEFITS.

1. One Complete Year of Credited Service

Two thousand (2,000) hours of Credited Service in any particular computation period will be deemed one (1) complete year of Credited Service. A Participant may not receive more than one (1) year of Credited Service during any single computation period.

2. Partial Year of Credited Service

Partial years of Credited Service will be granted on a pro-rated basis for Credited Service in any particular computation period totaling less than two thousand (2,000) hours and will be calculated by dividing the number of hours of Credited Service a Participant earned in such a computation period by two thousand (2,000); provided, however, that except as otherwise provided,

- a. For Hours of Service earned on or before May 1, 2010, Credited Service will not be granted for a computation period which includes less than eight hundred fifty (850) hours of Credited Service.
- b. For Hours of Service earned on or after May 2, 2010, Credited Service will not be granted for a computation period which includes less than one thousand (1,000) hours of Credited Service.

Partial years of Credited Service will be granted on a pro-rated basis for a computation period, regardless of the number of Hours of Service accrued in such period, if such period also includes a Participant's employment commencement date or termination date. Partial years of Credited Service will also be pro-rated for the Plan Year March 1, 2010 through February 28, 2011.

For purposes of determining a Participant's Credited Service, the computation period will be the Plan Year.

- B. CREDITED SERVICE FROM AND AFTER THE FIRST RESTATEMENT DATE.

 On or after the First Restatement Date, a Participant will receive one (1) hour of Credited Service for each hour of Future Service performed in a computation period.
- C. CREDITED SERVICE FOR FULL TIME EMPLOYMENT PRIOR TO THE FIRST RESTATEMENT DATE. A Participant will receive one complete year of Credited Service for each computation period prior to the First Restatement Date during

which the Participant is credited with thirty-two (32) or more weeks of Future Service or verifiable Past Service in Full Time Employment.

- D. CREDITED SERVICE FOR PART TIME EMPLOYMENT PRIOR TO THE FIRST RESTATEMENT DATE. A Participant will receive Credited Service for computation periods prior to the First Restatement Date and for which service is not credited pursuant to Subsection 1.05(C) of this document as follows:
 - 1. Twenty (20) hours of Credited Service for each week of Future Service in Part Time Employment;
 - 2. Forty (40) hours of Credited Service for each week of Future Service in Full Time Employment;
 - 3. Twenty (20) hours of Credited Service for each week of verifiable Past Service in Part Time Employment; provided, however, Past Service for Part Time Employment will not be granted under this Subsection (D) on behalf of Employees of employers who are not Contributing Employers with respect to Employees in Part Time Employment; and,
 - 4. Forty (40) hours of Credited Service for each week of verifiable Past Service in Full Time Employment.
- E. COMPUTATION OF PAST SERVICE CREDIT. In crediting Past Service under this Plan, the Trustees may rely on any records which may be maintained by the Employer, the Union, or which are otherwise reasonably accessible to verify and compute the Past Service credit to which any Participant may be entitled; provided, however, that for service on and after March 1, 1972, and prior to the First Restatement Date the records of contributions made by Employers on behalf of Employees to the Minneapolis Retail Meat Cutters and Food Handlers Health and Welfare Fund will be conclusive, where applicable.

1.06 VESTING

- A. **VESTING ON RETIREMENT.**A Participant will have a one hundred percent (100%) non-forfeitable interest in his or her accrued benefit upon the occurrence with respect to the Participant, of one of the following events:
 - 1. The Participant's Normal, Early, or Deferred Retirement as defined in this document;
 - 2. The Participant's Disability Retirement caused by Total and Permanent Disability as provided in this document; or
 - 3. The complete or partial termination of the Plan.
- **B. VESTING ON TERMINATION OF EMPLOYMENT.** In the event of a Participant's voluntary or involuntary termination of Employment and in the absence of the occurrence of an event as outlined in Subsection 1.06(A) above, a Participant's interest in his or her accrued benefit will become one hundred percent (100%) nonforfeitable in the Participant as follows:
 - 1. The accrued benefit of Participants terminating Employment prior to the First Restatement Date will become non-forfeitable on the Participant's attainment of the following:
 - a. Fifteen (15) years of Credited Service in Full Time Employment (as defined by the Plan as in effect prior to the First Restatement Date), for at least five (5) years of which Employer Contributions were received by the Plan, and the Participant's forty-fifth (45th) birthday; or
 - b. Twenty (20) years of Credited Service in Full Time Employment (as defined by the Plan as in effect prior to the First Restatement Date), for at least five (5) years of which Employer Contributions were received by the Plan.
 - 2. For Participants terminating employment from and after the First Restatement Date the accrued benefit will become non-forfeitable upon the Participant attaining ten (10) Years of Service for vesting purposes.
 - 3. Notwithstanding the preceding paragraph (2), effective March 1, 1989, for each Participant deemed to be an "Employee" pursuant to Subsection 1.16(N)(2) or Subsection 1.16(N)(3) who accrues at least one (1) Hour of Service in any Plan Year after March 1, 1989, the Participant's accrued benefits will become non-forfeitable upon attaining five (5) Years of Service for vesting purposes, regardless of whether any or all of those Years of Service are accrued while the Participant is an "Employee" as defined by the above mentioned Sections of this document.
 - 4. Effective March 1, 1998, the accrued benefits of Participants who earn at least one (1) Hour of Service, on or after March 1, 1998, will become non-

forfeitable upon the attainment of five (5) Years of Service for vesting purposes under the Plan.

- C. VESTING SCHEDULE AMENDMENTS. In the event the vesting schedule of this Plan is amended, the following rules apply to Participants who have a nonforfeitable interest in their accrued benefits:
 - 1. In the case of an Employee who is eligible to participate on the later of the date the amendment is adopted or the date the amendment is effective, the Participant's percentage of his or her vested interest in the accrued benefits (determined as of such date) must be at least equal to the Participant's percentage of such interest computed under the Plan without regard to such amendment, or;
 - 2. Any Participant who has completed at least five (5) Years of Service may elect to have his or her non-forfeitable interest in his or her accrued benefit determined without regard to such amendment by notifying the Administrative Manager in writing during the "election period" as defined below. Such election will be available only to an individual who is a Participant at the time such election is made and such election period will begin on the date such amendment is adopted and will end no earlier than the later of the following dates:
 - a. The date which is sixty (60) days after the date the amendment is adopted;
 - b. The date which is sixty (60) days after the Plan amendment became effective; or
 - c. The date which is sixty (60) days after the date the Participant is issued written notice of the amendment by the Employer or Administrative Manager.

1.07 ELIGIBILITY REQUIREMENTS FOR RETIREMENT BENEFITS

Participants who work twenty-six (26) or more weeks in Full Time Employment in any Plan Year will be required to meet the eligibility requirements applicable according to the Date the Employer Became A Contributing Employer for Employees employed in Full Time Employment.

With respect to employers whose participation in the Plan commences after the First Restatement Date, the Trustees have the power to require, as a condition to the Employers' participation, such initial payments or contributions in addition to those required by an applicable Collective Bargaining Agreement as may, in the Trustees' sole discretion, be fair and equitable, and to make such special rules applicable to Credited Service for Employees of such employers as, in the Trustees' sole discretion, may be fair and equitable.

Participants will become eligible for the receipt of retirement benefits as follows:

- A. For those Participants who first became eligible for participation on the Date the Employer Became A Contributing Employer, the requirements are as follows:
 - 1. <u>Normal Retirement</u>: One (1) year of Future Service and attainment of Normal Retirement Date;
 - Early Retirement: Fifteen (15) years of Credited Service, at least three (3) of which were Future Service and attainment of Early Retirement Date; and.
 - 3. <u>Disability Retirement</u>: Fifteen (15) years of Credited Service, at least five (5) of which were Future Service and a determination that the Participant is Totally and Permanently Disabled as defined in this document, and also provided the Permanent and Total Disability occurred while the Participant was employed in Covered Service.
- **B.** For those Participants who first satisfied the eligibility requirements after the Date the Employer Became A Contributing Employer, the requirements are as follows:
 - 1. <u>Normal Retirement</u>: Ten (10) years of Future Service and attainment of Normal Retirement Date; provided, however, that a Participant who becomes Totally and Permanently Disabled while working for an Employer and who remains so until the Participant's Normal Retirement Date will become eligible for a Normal Retirement Benefit provided that the Participant has at least five (5) years of Future Service;
 - 2. <u>Early Retirement</u>: Fifteen (15) years of Credited Service, at least ten (10) of which were Future Service and attainment of Early Retirement Date;
 - 3. <u>Disability Retirement</u>: Fifteen (15) years of Credited Service at least ten (10) of which were Future Service, and a determination that the Participant is Totally and Permanently Disabled as provided in this document, and also

provided such Total and Permanent Disability occurred while the Participant was employed in Covered Service; or

4. Thirty (30) Year Retirement:

- a. A Participant who first became eligible to participate in this Plan on or before May 1, 2010 and who has not attained Normal Retirement Date, but who has accrued at least thirty (30) years of Credited Service in Covered Service, will be eligible to retire on or after May 1, 1983 and upon such retirement be eligible for a retirement benefit.
- Effect Of A Break In Service: In the event that a Participant b. otherwise eligible for the benefit described in paragraph 1.07(B)(4)(a) incurs, prior to attaining thirty (30) years of Credited Service, a one year Break in Service which began on or after March 1, 2013, the Participant will be not be eligible for the Thirty (30) Year Retirement provided in paragraph 1.07(B)(4)(a) of this Plan and will be eligible for the Modified Thirty (30) Year Retirement described in paragraph 1.08(G)(3), unless the Participant's years of Credited Service that accrue after a Participant's final one year Break in Service that began on or after March 1, 2013 is thirty (30) or more, in which case the Participant will be eligible for the Thirty (30) Year Retirement. For purposes of this paragraph only, the term "Break in Service" means a Break in Service as defined in Plan Document Section 1.03(B) disregarding Section 1.03(C) (Rule of Parity) and excluding Breaks in Service caused by the Participant's involuntary lay off or the permanent closing of the facility at which the Participant was employed.
- C. <u>Elimination of Thirty (30) Year Retirement Benefit</u>. Participants who first became eligible for participation under this Plan on or after May 2, 2010 will not be eligible for the Thirty (30) Year Retirement Benefit."

1.08 RETIREMENT BENEFITS

The retirement benefit payable in the Standard Payment Form (Life Only Annuity) as of a Participant's Retirement Date will be determined, with respect to any Participant, by the rate of benefits in effect as of the date that the Participant terminated Employment in Covered Service. Commencing March 1, 1978, the rate of benefits for Participants who are employed in Part Time Employment for an employer will be the same as the rate in effect for Participants who are employed in Full Time Employment for the same employer.

- A. NORMAL RETIREMENT BENEFITS. Unless otherwise provided in Exhibit B to the Plan, the monthly Normal Retirement Benefit payable to a Participant in the Standard Payment Form (Life Only Annuity) as of the Participant's Normal Retirement Date will be determined as follows:
 - 1. For Participants terminating employment on or after March 1, 1977, the benefit will be the sum of:
 - a. The Participant's complete or partial years of Credited Service achieved at or prior to the attainment of the Participant's highest level of Employer Contribution multiplied by the benefit rate corresponding to such highest level of Employer Contributions; and
 - b. If a Participant's contribution level declines from such highest level, the sum of each complete or partial year of Credited Service at each particular contribution level following such decline multiplied by the benefit rate corresponding to each such contributions level.
 - 2. For Participants terminating Employment on or after the First Restatement Date, but on or before February 28, 1977, the benefit will be \$8.00 multiplied by the Participant's years of Credited Service, and,
 - 3. For Participants terminating Employment in Covered Service prior to the First Restatement Date the rate of benefits will be determined in accordance with the applicable provisions of the Plan as it was in effect prior to the First Restatement Date;
 - 4. For purposes of benefit computations, the benefit rates corresponding to Employer Contribution levels are represented in the following Table:

APPLICABLE BENEFIT RATES (ABR) FOR NORMAL RETIREMENT BENEFITS (ALL DATES PRIOR TO MARCH 1, 1989)

Employer Contribution Rate	ABR*
\$5.00 or less per week, per Employee	\$6.00 x Participant's Years of Credited Service (Participant retiring before July 1, 1971)
	\$8.00 x Participant's Years of Credited Service (Participant retiring on or after July 1, 1971)
\$7.00 - \$18.99 or per week, per Employee	\$8.00 x Participant's Years of Credited Service
\$19.00 - \$22.99 or per week, per Employee	\$10.00 x Participant's Years of Credited Service
\$23.00 - \$26.99 or per week, per Employee	\$12.00 x Participant's Years of Credited Service
\$27.00 - \$31.99 or per week, per Employee	\$14.00 x Participant's Years of Credited Service (Participant retiring before March1, 1980)
	\$16.00 x Participant's Years of Credited Service (Participant retiring on or after July 1, 1980)
\$32.00 - \$36.99 or per week, per Employee	\$16.00 x Participant's Years of Credited Service
\$37.00 - \$41.99 or per week, per Employee	\$18.00 x Participant's Years of Credited Service
\$42.00 per week, per Employee	\$20.00 x Participant's Years of Credited Service
\$59.00 per week, per Employee	\$26.67 x Participant's Years of Credited Service
	

^{*} For purposes of this Table, Years of Credited Service in all cases means Years of Credited Service at such contribution rate.

5. Effective March 1, 1989, the applicable benefit rate represented in the Table in Section 1.08(A)(4) above increased incrementally for all Participants in "active" status, and for Participants who are receiving retirement benefits as of the "effective date" of the benefit increase. These benefit increases are represented in the following Table:

INCREASES IN THE APPLICABLE BENEFIT RATE (ABR) FOR NORMAL RETIREMENT BENEFITS FROM AND AFTER MARCH 1, 1989

Effective Date		ABR for Participants in "Active Status" as of Effective Date	"Active Status" Requirements	ABR for Participant's Receiving Retirement Benefits as of Effective Date
March 1989	1,	ABR Increased by \$3.33	Participant accrued at least 425 Hours of Service between 03/01/1988 and 02/28/1989 inclusive	ABR Increased by \$3.33
March 1991	1,	ABR Increased by \$2.00	Participant accrued at least 425 Hours of Service between 03/01/1990 and 02/28/1991 inclusive	ABR Increased by \$2.00
March 1995	1,	N/A	N/A	ABR Increased by five percent (5%)
March 1995	5,	\$35.00 x Participant's Years of Credited Service	Participant accrued at least 425 Hours of Service between 03/01/1994 and 02/28/1995 inclusive	N/A
March 1998	1,	\$40.00 x Participant's Years of Credited Service	Participant accrued at least 425 Hours of Service between 03/01/1997 and 02/28/1998 inclusive*	ABR Increased by three percent (3%)
February 1999	28,	\$44.00 x Participant's Years of Credited Service	Participant accrued at least 425 Hours of Service between 03/01/1998 and 02/28/1999 inclusive*	N/A
March 2000	5,	\$48.00 x Participant's Years of Credited Service	Participant accrued at least 425 Hours of Service between 03/01/1999 and 02/28/2000 inclusive*	N/A
March 2001	4,	\$52.00 x Participant's Years of Credited Service	Participant accrued at least 425 Hours of Service between 03/01/2000 and 02/28/2001 inclusive*	ABR Increased by three percent (3%)
March 2002	3,	\$57.00 x Participant's Years of Credited Service	Participant accrued at least 425 Hours of Service between 03/01/2001 and 02/28/2002 inclusive*	N/A
March 2003	2,	\$62.00 x Participant's Years of Credited Service	Participant accrued at least 425 Hours of Service between 03/01/2002 and 02/28/2003 inclusive*	N/A

February 26, 2006	•	Participant accrued at least 425 Hours of Service between 03/01/2005 and 02/28/2006 inclusive*	N/A
May 2, 2010	•	Participant accrued at least 425 Hours of Service between 03/01/2009 and 02/28/2010 inclusive*	N/A

^{*} Participant must have also been employed as of the Effective Date, as required by paragraph 1.08(H)(2).

- B. **EARLY RETIREMENT BENEFIT.** The Early Retirement Benefit will be determined in the same manner as the Normal Retirement Benefit and will be reduced by one-half (1/2) of one percent (1%) for each month by which the Participant's age at Early Retirement Date precedes the Participant's Normal Retirement Date.
- C. SPECIAL EARLY RETIREMENT BENEFIT. A Participant who prior to his or her termination of Employment, satisfies the service requirement for Early Retirement, but has not attained Early Retirement Date, will be entitled to receive a Special Early Retirement Benefit commencing on the first day of the month following the Participant's attainment of Early Retirement Date and the filing of an application for such benefit with the Administrative Manager. Such benefit will be determined in the same manner as the Normal Retirement Benefit, but will be reduced by one-half (1/2) of one percent (1%) for each month by which the Participant's age at Early Retirement Date precedes the Participant's Normal Retirement Date.
- **D. DEFERRED RETIREMENT BENEFIT.** The Deferred Retirement Benefit will be equal to the Participant's accrued benefit as of the Participant's Normal Retirement Date. Plus any accrued benefits earned after the attainment of Normal Retirement Date.
- **E. DISABILITY RETIREMENT BENEFIT.** The total amount of monthly early Disability Retirement Benefit will be equal to the Participant's accrued benefit as of the Participant's Disability Retirement Date.
- F. VESTED RETIREMENT BENEFIT. The retirement benefit payable to a terminated Participant who has a non-forfeitable interest in his or her accrued benefit will be equal to the non-forfeitable portion of the Participant's accrued benefit and will be payable upon the Participant's attainment of Normal Retirement Date or, if the Participant qualifies and so elects, as a Special Early Retirement Benefit.

G. THIRTY (30) YEAR RETIREMENT BENEFIT.

- 1. <u>Thirty (30) Year Retirement Benefit Amount</u>. The retirement benefit payable to a Participant eligible for a Thirty (30) Year Retirement Benefit will be the Normal Retirement Benefit.
- 2. <u>Elimination of Thirty (30) Year Retirement Benefit</u>. The Thirty (30) Year Retirement Benefit is eliminated for Participant's who first became eligible for participation under this Plan on or after May 2, 2010.

- 3. <u>Modified Thirty (30) Year Retirement</u>: A Participant's benefit under this paragraph will be the sum of:
 - a. the actuarial value of the Normal Retirement Benefit; and
 - b. the amount by which the actuarial value of the Thirty (30) Year Retirement exceeds the actuarial value of the Normal Retirement Benefit multiplied by a fraction calculated by dividing the Participant's number of years of Credited Service prior to the first Break in Service which began on or after March 1, 2013 by thirty (30).

For purposes of this Section 1.08(G)(3) only, the term "Break in Service" means a Break in Service as defined in Plan Document Section 1.03(B) disregarding Section 1.03(C) (Rule of Parity) and excluding Breaks in Service caused by the Participant's involuntary lay off or the permanent closing of the facility at which the Participant was employed.

- H. RULES GOVERNING BENEFIT LEVELS. The following additional rules will govern the determination of benefit levels under the Plan.
 - 1. For Plan Years beginning on or after March 1, 2007, each Participant's retirement benefit will be computed as follows:
 - a. Each year of Credited Service (including each complete year and each partial year which is granted under Subsection 1.05(A)) earned by a Participant will be multiplied by the benefit rate in effect under the Collective Bargaining Agreement under which the Participant was employed at the time that the Participant earned the complete or partial year of Credited Service.
 - b. A Participant's Normal Retirement Benefit will be the sum of the benefit accrued for each complete or partial year of Credited Service, plus any benefit which the Participant may have accrued under paragraph 1.08(H)(2).
 - c. A Participant's retirement benefit which is paid in a form other than the Normal Retirement Benefit is subject to adjustment due to mode and timing of payment as specified elsewhere in the Plan.
 - 2. For Plan Years beginning on or before March 1, 2006, the benefit rate applicable to a Participant's years of Credited Service will be subject to adjustment as the result of rate increases enacted by the Trustees in accordance with the following:
 - a. Years of Credited Service earned by a Participant under a specific Collective Bargaining Agreement after the effective date of a benefit increase implemented in respect to years of Credited Service earned under such Collective Bargaining Agreement will be multiplied by the increased rate, provided that the Participant was

actively employed under such Collective Bargaining Agreement on the effective date of the benefit increase.

- b. Years of Credited Service earned by a Participant under a specific Collective Bargaining Agreement previous to the effective date of a benefit increase implemented in respect to years of Credited Service earned under such Collective Bargaining Agreement will also be multiplied by the increased rate, provided that the Participant was actively employed under such Collective Bargaining Agreement on the effective date of the benefit increase.
- c. Years of Credited Service earned by a Participant under a Collective Bargaining Agreement previous to the Participant's transfer of employment to service under a Collective Bargaining Agreement under which years of Credited are subject to a higher benefit rate will become subject to the higher rate, but only after the Participant has earned two (2) years of Credited Service under the Collective Bargaining Agreement which provides the higher benefit rate
- d. Years of Credited Service earned by a Participant previous to the Participant's retirement (as evidenced by the Participant's application for and receipt of a retirement benefit from the Plan) will be subject to any increase in benefit rate in accordance with the rules stated in paragraphs 1.08(H)(2)(a)-(c), provided that the effective date of the benefit rate increase follows the Participant's return to Covered Service (as evidenced by the Participant's experiencing a suspension of benefits under Section 1.13) and, provided further that the Participant has returned to Covered Service on or before December 31, 1998.
- e. Except as provided in paragraph 1.08(H)(2)(d), years of Credited Service earned by a Participant previous to the Participant's retirement (as evidenced by the Participant's application for and receipt of a retirement benefit from the Plan) will remain subject to the benefit rate in effect as of the Participant's Retirement Date, regardless of whether the Participant later returns to Covered Service. Years of Credited Service earned by a Participant following his or her return to Covered Service (as evidenced by the Participant's experiencing a suspension of benefits under Section 1.13) will be subject to the benefit rate then in effect and may be subject to increase in benefit rate in accordance with this Section 1.08.

1.09 PAYMENT PLANS.

The modes of settlement available under the Plan are as follows.

A. THE STANDARD PAYMENT FORM. The Standard Payment Form means a Life Only Annuity which provides monthly benefit payments to the Participant beginning on the Participant's Benefit Commencement Date, continuing for the life of the Participant, and terminating upon the Participant's death.

B. QUALIFIED JOINT AND SURVIVOR ANNUITY OPTIONS.

1. Qualified Joint and 50% Survivor Annuity. Any Participant whose retirement benefits are to commence and who is legally married throughout the twelve (12) consecutive month period ending on the Participant's Benefit Commencement Date will receive his or her benefits in the form of a Qualified Joint and 50% Survivor Annuity instead of the Standard Payment Form (Life Only Annuity) unless such Participant effectively elects not to take payment under this particular form of benefit.

The Qualified Joint and 50% Survivor Annuity means an annuity payable for the life of the Participant with a survivor annuity for the life of the Participant's spouse which is equal to one-half (1/2) of the amount of the annuity payable during the joint lives of the Participant and the Participant's spouse.

The Qualified Joint and 50% Survivor Annuity payment option will not be available for Participants electing to commence Disability Retirement Benefits on or after May 2, 2010.

The amount of benefits payable as a Qualified Joint and 50% Survivor Annuity will be the Actuarial Equivalent of the amounts payable to the Participant in the Standard Payment Form (Life Only Annuity). In no event will the amount of benefits payable as a Qualified Joint and 50% Survivor Annuity exceed the amount payable in the Standard Payment Form (Life Only Annuity).

The Election Period is the ninety (90) day period ending on the due date of the Participant's first retirement benefit payment.

The Administrative Manager within a reasonable period of time before the due date for the Participant's first retirement benefit payment (and consistent with such regulations as the Secretary of the Treasury may prescribe) will furnish the Participant with a written explanation in non-technical language of the following:

- a. The terms and conditions of the Qualified Joint and 50% Survivor Annuity
- b. The Participant's right to make, and the effect of, an election to waive the Qualified Joint and 50% Survivor Annuity form of benefit.

- c. The rights of the Participant's spouse with respect to the spouse's required consent to the Participant's election to waive the Qualified Joint and 50% Survivor Annuity form of benefit.
- d. The right to make, and the effect of, a revocation of the Participant's election to waive the Qualified Joint and 50% Survivor Annuity form of benefit.

An election made pursuant to this Section may be revoked or a revoked election reinstated in writing during the Election Period in a manner as prescribed by the Administrative Manager.

All elections and revocations will be made on the appropriate form available from the Administrative Manager and will be effective only upon a Participant's completing, signing, and filing of the form with the Administrative Manager during the Election Period.

A Participant's election made on or after January 1, 1985, to waive the Qualified Joint and 50% Survivor Annuity will not take effect unless one of the following conditions is satisfied:

- a. The spouse of the Participant consents in writing to such election, and the spouse's consent acknowledges the effect of such election and is witnessed by a Plan representative or notary public; or
- b. It is established to the satisfaction of a Plan representative that the consent required under subparagraph (a) above may not be obtained because there is no spouse, because the spouse cannot be located, or because of such other circumstances as the Secretary of the Treasury may by regulations prescribe.

Any consent by a spouse, or establishment that the consent of a spouse may not be obtained, will be effective with respect only to such spouse.

A Participant who has completed at least one (1) Hour of Service on or after March 1, 1976, and whose Benefit Commencement Date had not occurred as of August 23, 1984, may elect to have retirement benefits paid in the form of a Qualified Joint and 50% Survivor Annuity. An election to have benefits paid in such form may be made at any time before the earlier of the Participant's death or the Participant's Benefit Commencement Date. The Administrative Manager will give notice of the provisions of this paragraph to Participants eligible to make such an election at such time or times and in such manner as the Secretary of the Treasury may by regulation prescribe.

2. Qualified Optional Survivor Annuity. Effective for distributions with annuity starting dates on or after March 1, 2009, any Participant whose retirement benefits are to commence, and who is legally married for the twelve (12) consecutive month period ending on the Participant's Benefit

Commencement Date, may elect to receive his or her benefits in the form of a Qualified Optional Survivor Annuity instead of the Standard Payment Form (Life Only Annuity) or the Qualified Joint and 50% Survivor Annuity form.

The Qualified Optional Survivor Annuity means an annuity payable for the life of the Participant with a survivor annuity for the life of the Participant's spouse which is equal to seventy-five percent (75%) of the amount of the annuity payable during the joint lives of the Participant and the Participant's spouse.

The amount of benefits payable as a Qualified Optional Survivor Annuity will be the Actuarial Equivalent of the amounts payable to the Participant in the Standard Payment Form (Life Only Annuity).

The waiver and consent requirements described in Subsection (B) above will continue to apply to the election of a benefit in the form of a Qualified Optional Survivor Annuity.

The Qualified Optional Survivor Annuity payment option will not be available for Participants electing to commence Disability Retirement Benefits on or after May 2, 2010.

- C. QUALIFIED OPTIONAL ANNUITY FORM. Effective October 19, 2011, the Joint Life and Survivor Annuity One-Half to Survivor is eliminated as an optional form of payment.
- D. SURVIVOR DEATH BENEFIT ANNUITY FOR CERTAIN MARRIED PARTICIPANTS.
 - 1. **EARLY SURVIVOR ANNUITY.** Any Participant who is legally married to a Qualified Spouse, as defined in paragraph (3) below, upon reaching the later of:
 - a. The earliest date the Participant can elect to receive retirement benefits under the Plan; or
 - b. The date one hundred twenty (120) months prior to the Participant's Normal Retirement Date;

and, who subsequently dies while in the employ of the employer during the period beginning on the later of the above dates and ending on the earlier of:

a. The Participant's Normal Retirement Date or the Participant's actual retirement date in the case of Deferred Retirement; or

- b. The Participant's termination of Employment date will have paid to the Participant's Qualified Spouse a retirement benefit equivalent to the retirement benefit which such Qualified Spouse would have been entitled to receive if the Participant had properly elected the Qualified Joint and 50% Survivor Annuity and had retired on the day immediately preceding the date of the Participant's death.
- 2. **QUALIFIED PRERETIREMENT SURVIVOR ANNUITY**. A Qualified Preretirement Survivor Annuity will be payable to the Qualified Spouse of a Participant provided all of the following conditions are met:
 - a. No benefit is payable pursuant to Section 1.09(D)(I) of this document:
 - b. Immediately prior to his or her death the Participant has a nonforfeitable right to his or her accrued benefit;
 - c. The Participant dies prior to his or her Benefit Commencement Date;
 - d. The Participant is survived by a Qualified Spouse; and
 - e. The Participant has at least one (1) Hour of Service or one (1) hour of paid leave on or after August 23, 1984.

The Qualified Preretirement Survivor Annuity payable under this Subsection (D)(2) to the Qualified Spouse of a Participant who dies prior to attaining Early Retirement Date is the annuity that would be paid to the Qualified Spouse given the following assumptions:

- a. The Participant had terminated Employment on the day before his or her death;
- b. The Participant survived to the first day of the month after his or her attainment of Early Retirement Date and;
- c. Payments under the Qualified Joint and 50% Survivor Annuity form of payment commenced to the Participant on the first day of the month after his or her attainment of Early Retirement Date and the Participant died on the following day.

The Qualified Preretirement Survivor Annuity payable under this Subsection to the Qualified Spouse of a Participant who dies after attaining Early Retirement Date and/or Normal Retirement Date is the annuity that would be paid to the Qualified Spouse given the following assumptions:

a. The Participant had terminated Employment on the day before his or her death, in the case of a Participant who did not terminate Employment prior to the date of his or her death;

- b. The Participant had terminated Employment on the actual date the Participant terminated his or her Employment, in the case of a Participant who terminated Employment prior to his or her death but did not submit a completed application for benefits to the Plan, and benefit payments did not otherwise commence to the Participant in accordance with Section 1.12 of this Plan;
- c. The Participant survived to the first day of the month after his or her death; and
- d. Payments under the Qualified Joint and 50% Survivor Annuity form of payment commenced to the Participant on the first day of the month after his or her death.

The exception to the above rules is that if the Participant did not have fifteen (15) years of Credited Service at the time of his or her death, the Participant's spouse will not be eligible for an Early Retirement Benefit. In such a case, the surviving spouse will not be eligible to receive the Qualified Preretirement Survivor Annuity benefit until the date upon which the Participant would have attained his or her Normal Retirement Date.

- 3. **QUALIFIED SPOUSE**. An individual is a Qualified Spouse of a Participant if, and only if, such individual and the Participant have been married to each other throughout the twelve (12) consecutive month period ending on the date of the Participant's death.
- 4. **ELECTION TO DEFER COMMENCEMENT OF PAYMENTS.** Prior to commencement of benefits the Qualified Spouse may elect to defer the commencement of payments to the first day of any month not later than the April 1 following the calendar year in which the Participant spouse of the Qualified Spouse would have attained age seventy years and six months (70½). In the event of such deferral, payments will be made only if the Qualified Spouse survives to the commencement date elected and then will be paid in equal monthly installments for so long as the Qualified Spouse will live. The amount of each monthly payment will be the same monthly amount the Qualified Spouse would have received in the absence of the deferral. Elections under this paragraph (4) will be made on the appropriate form available from the Administrative Manager and will be effective only upon the Qualified Spouse completing, signing, and filing the form with the Administrative Manager.
- 5. CERTAIN PARTICIPANTS WITH AN HOUR OF SERVICE IN 1976. If a Participant accrued at least one (1) Hour of Service in the Plan Year commencing March 1, 1976, and Subsection 1.09(D)(2) would not otherwise apply to such Participant, if such Participant had at least ten (10) Years of Service for vesting purposes at his or her termination of Employment, if retirement benefit payments had not commenced as of August 23, 1984, and if the Participant was alive on such date, then

- Subsection 1.09(D)(2) (without the application of subparagraph (e) of that Subsection) will apply to such Participant.
- 6. PARTICIPANTS WITH AN HOUR OF SERVICE BETWEEN MARCH 1, 1976 AND AUGUST 22, 1984, INCLUSIVE. If a Participant accrued at least one (1) Hour of Service under the Plan between March 3, 1976 and August 22, 1984 (both dates inclusive), had a non-forfeitable right to his or her accrued benefit under the terms of the Plan, but did not attain Normal or Early Retirement Date prior to the date of his or her death, which occurred during the period March 1, 1976 through August 22, 1984 (both dates inclusive), then a retirement benefit in the form of a Survivor's Annuity will be payable commencing January 1, 1992. Payments will be made on a prospective basis only.

1.10 LIMITATION ON ANNUAL BENEFIT.

Notwithstanding any provision of the Plan to the contrary, a Participant's benefit under the Plan will not exceed the maximum amount permitted under Code Section 415, whose provisions are incorporated in this Plan document by reference.

1.11 COMMENCEMENT OF BENEFITS.

A. IN GENERAL.

The Plan will commence payments of the non-forfeitable portion of a Participant's vested benefit as follows:

- If a Participant is eligible for and elects to receive a benefit prior to becoming eligible for the Normal Retirement Benefit, the Participant's benefit will commence on the first day of the first month following the date on which the Administrative Manager determines that the benefit is payable, or as soon as practicable thereafter.
- If a Participant is eligible to receive a benefit as of the Participant's Normal Retirement Date, and has not already begun receiving benefits, the Plan will commence payments to the Participant on the first day of the first month following the Participant's Normal Retirement Date, or as soon as practicable thereafter, but no later than the sixtieth (60th) day after the close of the Plan Year in which the Participant attains his or her Normal Retirement Date.
- If a Participant is not eligible to receive a benefit as of the Normal Retirement Date, the Plan will commence payments to the Participant on the first day of the first month following the date the Participant becomes eligible to receive a benefit, or as soon as practicable thereafter, but not later than the sixtieth (60th) day after the close of the Plan Year in which the Participant becomes eligible to receive a benefit.
- A Participant may elect to defer the commencement of benefits by notifying the Administrative Manager in writing prior to the date on which benefits would otherwise commence.* Once benefits commence, a Participant may not elect to defer benefits.

*The Plan will deem a Participant to have elected to defer benefits if, as of the effective date of Amendment No. 7, the Participant was past the Normal Retirement Date, the Participant was eligible to receive benefits, and the Participant had not begun receiving benefits. Such a Participant may continue to defer benefits (subject to the Plan's minimum required distribution provisions), or may commence benefits at any time by submitting a written application to the Administrative Manager.

B. MINIMUM REQUIRED DISTRIBUTIONS.

The Plan will commence payments to a Participant who (1) has attained age seventy-years and six months (70½) (after December 31, 1995), (2) is eligible to receive benefits, and (3) has not commenced receiving benefits, no later than April 1 of the calendar year following the calendar year in which the Participant attains age seventy years and six months (70½). Notwithstanding anything to the contrary, the Plan will apply the minimum distribution requirements of section 401(a)(9) of the Code and regulations thereunder.

C. LOST PARTICIPANTS.

- 1. When: (a) the Plan is required by the Plan Document or applicable law to make a payment or distribution to a Participant, spouse, or other person or entity (a Payee); and, (b) the Administrative Manager cannot, having undertaken reasonable efforts to do so, locate the Payee; the payment or distribution will be forfeited to the Plan subject to a right to reinstatement, which the Payee (or a person authorized to act on the Payee's behalf) may exercise after forfeiture by submitting a written claim to the Administrative Manager for the payment or distribution. The right to reinstatement under this section includes only the amount of the payment or distribution that was due at the time of forfeiture; the Plan will not pay interest or any other amounts.
- 2. When a payment or distribution to a Payee has been forfeited in accordance with section 1.11(C)(1), and the Payee has not exercised the right of reinstatement: (a) the Administrative Manager will be deemed to have undertaken reasonable efforts to locate that Payee with respect to all payments or distributions that subsequently become due to that Payee; and, (b) the Plan will deem the Payee to be deceased or defunct, as applicable.

D. RETROACTIVE PAYMENTS.

Except as expressly required by law, the Plan will not make retroactive distributions to Participants, spouses, or Beneficiaries. In the event that a distribution with respect to a non-forfeitable accrued benefit was not made that could have or should have been made, future annuity payments will be actuarially adjusted to reflect payments that were not made.

E. AGE DISCRIMINATION.

Notwithstanding any other provision of the Plan, the accrued benefit from which the Plan derives the amounts to be distributed to a Participant or Beneficiary upon commencement of benefits and thereafter will not be less than the amount of the accrued benefit of a similarly situated younger individual who is or could be a Participant, computed in accordance with Sections 411(b)(1)(H) and 411(b)(5) of the Code.

1.12 ADJUSTMENTS IN RETIREMENT BENEFIT AFTER RETIREMENT DATE.

A. RETIREMENT ON OR AFTER JULY 1, 1971 AND BEFORE MARCH 1, 1976.

Participants who retired between July 1, 1971 and prior to March 1, 1976, both dates inclusive, and who were employed in Covered Service within two (2) years of their Retirement Date by an employer who, on or after March 1, 1977, is required to contribute \$19.00 per week or more per Employee to the Plan will be eligible for an increase in retirement benefits of \$2.00 per year of Credited Service, subject to the same actuarial reduction factor as is applicable to the Participant's retirement benefit. Such increase will be effective on the later of March 1, 1977, or the first day of the first month coinciding with or next following the date on which the Employer's required contribution rate equals or exceeds \$19.00 per week per Employee.

An additional increase in benefits to Pensioners who retired between Jul1, 1971 and prior to March 1, 1976, both dates inclusive, and subject to the conditions and limitations set forth in the paragraph above, are represented in the following Table:

ADJUSTMENTS IN RETIREMENT BENEFITS FOR PARTICIPANTS WHO RETIRED BETWEEN JULY 1971 AND MARCH 1, 1976, BOTH DATES INCLUSIVE

Effective Date of Increase*	Amount of Increase in Retirement Benefit	Employer's Contribution Rate
March 1, 1978	\$2.00 per year of Credited Service	\$23.00 or more, per week, per Employee
March 1, 1979	\$2.00 per year of Credited Service	\$27.00 or more, per week, per Employee
March 1, 1980	\$2.00 per year of Credited Service	\$27.00 or more, per week, per Employee
September 1, 1981	\$2.00 per year of Credited Service	\$37.00 or more, per week, per Employee
September 1, 1982	\$2.00 per year of Credited Service	\$42.00 or more, per week, per Employee
March 1, 1986	\$2.00 per year of Credited Service	\$59.00 or more, per week, per Employee

^{*} Effective date of Increase is the later of: (a) the date listed in the Table above, or (b) the first day of the first month coinciding with or next following the date on which the Employer's contribution rate equals or exceeds the corresponding contribution rate.

B. RETIREMENT ON OR AFTER MARCH 1, 1976.

Participants who were employed in Covered Service on or after March 1, 1976, and who subsequently retired and who have earned fifteen (15) or more years of Credited Service or who were actively employed in Covered Service within two (2) years of their Retirement Date by an Employer who, on or after March 1, 1977, is required to contribute \$19.00 per week or more per Employee to the Plan, will be eligible for an increase in retirement benefits of \$2.00 per year of Credited Service, subject to the same actuarial reduction factor as is applicable to the Participant's retirement benefit. Such increase will be effective on the later of March 1, 1977, or the first day of the first month coinciding with or next following the date on which the Employer's required contribution rate equals or exceeds \$19.00 per week per Employee.

An additional increase in benefits to Pensioners who retired on or after March 1, 1976, and subject to the conditions and limitations set forth in the paragraph above, are represented in the following Table:

ADJUSTMENTS IN RETIREI WHO RETIRED ON OR AFT Effective Date of Increase*	MENT BENEFITS FOR PARTICIP ER MARCH 1, 1976 Amount of Increase in Retirement Benefit	
March 1, 1978	\$2.00 per year of Credited Service	\$23.00 or more, per week, per Employee
March 1, 1979	\$2.00 per year of Credited Service	\$27.00 or more, per week, per Employee
March 1, 1980	\$2.00 per year of Credited Service	\$27.00 or more, per week, per Employee
September 1, 1981	\$2.00 per year of Credited Service	\$37.00 or more, per week, per Employee
September 1, 1982	\$2.00 per year of Credited Service	\$42.00 or more, per week, per Employee
March 1, 1986	\$2.00 per year of Credited Service	· · · · · · · · · · · · · · · · · · ·

- Effective date of Increase is the later of: (a) the date listed in the Table above, or (b) the first day of the first month coinciding with or next following the date on which the Employer's contribution rate equals or exceeds the corresponding contribution rate.
 - C. **DEFUNCT EMPLOYERS.** Participants who would otherwise be eligible for benefit increases pursuant to Subsections (A) and (B) above, but for the fact that their last

employer is no longer a Contributing Employer will nevertheless be eligible for benefit increases as provided in Subsections (A) and (B) if:

- a. A successor employer of the Participant's last employer is required to make contributions to the Trust equal to or exceeding the specified rate; o
- b. If the Collective Bargaining Agreement to which the Participant's last employer was signatory, or any extension of or successor to such Collective Bargaining Agreement, requires contributions by Contributing Employers equal to or exceeding the specified rate.

1.13 RESUMPTION OF EMPLOYMENT AFTER RETIREMENT.

A. SUSPENSION OF NORMAL RETIREMENT BENEFITS FOR BENEFITS ACCRUED ON AND AFTER OCTOBER 1, 2003.

- 1. If a Participant has attained his or her Normal Retirement Date, is eligible to receive benefits, and April 1 of the year following the calendar year in which the Participant attains age seventy years and six months (70½) has not passed, the Participant's monthly retirement benefit payment will be suspended for any month in which the Participant performs or is paid for work in Disqualifying Employment, subject to the provisions of this Subsection 1.13(A).
- 2. For purposes of this Subsection 1.13(A), Disqualifying Employment means employment or self-employment in any month in which the Participant works or is paid for more than sixty-four (64) hours and which:
 - a. Is with an employer or business which is engaged in any business or industry of a type engaged in by any Contributing Employer when the Participant's retirement benefit payments began (or would have begun if the Participant had not remained in or returned to employment), and;
 - b. Which is performed in whole or in part either in the counties of Hennepin, Ramsey, Dakota, Anoka, Washington, Scott, and Carver, Minnesota or in the geographic area covered by any of the Collective Bargaining Agreements under which the Plan is established and maintained, and;
 - c. Involves the use of a skill or skills learned during the Participant's Covered Service or supervisory skills related to those skills.
 - If a Participant's monthly retirement benefit payments are suspended, the industry and geographic area covered by the Plan will, for purposes of future suspensions, be considered to be the industry and geographic area covered by the Plan when the Participant's monthly retirement benefit payments resume.
- Paid non-work time counts as Disqualifying Employment if paid for vacation, holiday, illness or other incapacity, layoff, jury duty, or other leave of absence. Time compensated under a Workers' Compensation or temporary disability law does not count.

B. SUSPENSION OF BENEFITS OTHER THAN NORMAL RETIREMENT BENEFITS FOR BENEFITS ACCRUED ON AND AFTER OCTOBER 1, 2003.

1. If a Participant is eligible to receive a retirement benefit other than a Normal Retirement Benefit (under Subsection 1.08(A)) and April 1 of the calendar year following the calendar year in which the Participant attains age seventy years and six months (70½) has not passed, his or her monthly

benefit payment will be suspended for any month in which the Participant performs or is paid for work in Disqualifying Employment, subject to the provisions of this Subsection 1.13(B).

- 2. Disqualifying Employment for purposes of this Subsection 1.13(B) means employment or self-employment which:
 - a. Is with an employer or business which:
 - i) Engages, at any of its facilities, in sales to consumers of groceries, meats, prepared foods, baked goods, or other products sold by Contributing Employers whether the employer is engaged in selling a full line of these products or is a specialty retailer. Employment with an employer or business which engages in general retailing where the sales of groceries, meats, prepared foods, baked goods, or other products sold by Contributing Employers is an inconsequential part of the business when considered (a) as a whole and (b) at each and every facility operated by the employer or business is not considered to be Disqualifying Employment,
 - ii) Engages in baking, meat cutting and processing, cooking or otherwise preparing food items for consumption, and packaging of food items, unless the employer or business is a restaurant where all but an inconsequential part of its product is consumed on the premises.
 - iii) Engages in wholesale sales of groceries, meats, prepared foods, baked goods, or other products sold by Contributing Employers,
 - iv) Manufactures products sold by Contributing Employers, or
 - v) Consults to or sells or represents products or services to any employer or business described in Subsection 1.13(B)(2), and:
 - b. Is performed, in whole or in part, in the State of Minnesota or in any portion of a Standard Metropolitan Statistical Area (SMSA) which is located in part in Minnesota and in part in another state, and;
 - c. Is in any job or capacity, whether as an employee or independent contractor, with an employer or business, described in Subsection 1.13(B)(2)(a). Employment with an employer or business which manufactures products sold by Contributing Employers will be considered to be Disqualifying Employment only if the Participant's position involves, in whole or in part, consulting with or selling or representing of products to Contributing Employers. Employment

with an employer or business which is a Contributing Employer will be considered Disqualifying Employment only for any month in which the Participant works or is paid for more than sixty-four (64) hours.

 Paid non-work time counts as Disqualifying Employment if paid for vacation, holiday, illness or other incapacity, layoff, jury duty, or other leave of absence. Time compensated under a Workers' Compensation or temporary disability law does not count.

C. SUSPENSION OF RETIREMENT BENEFITS FOR BENEFITS ACCRUED BEFORE OCTOBER 1, 2003.

- 1. If a Participant has the attained Normal Retirement Date, is eligible to receive a benefit, and April 1 of the calendar year following the Plan Year in which the Participant attains age seventy years and six months (70½) has not passed, the Participant's monthly benefit will be suspended for any month in which the Participant performs or is paid for at least sixty-four (64) hours in Disqualifying Employment. "Disqualifying Employment" means employment or self-employment that is:
 - a. In an industry (the wholesale and retail food, sausage and meat industries and any other business activity of a type engaged in by Contributing Employers) covered by the Plan when the Participant's retirement benefit payments began or would have begun if the Participant had not remained in or returned to employment, and
 - b. In the geographic area covered by the Plan (which will be deemed to be coextensive with the territorial jurisdiction of the Collective Bargaining Agreements pursuant to which the Plan is established and maintained) when the Participant's retirement benefit payments began or would have begun if the Participant had not remained in or returned to employment, and
 - c. In a trade or craft in which the Participant worked under the Plan at any time.
- 2. If a retired Participant becomes reemployed to an extent sufficient to cause suspension of benefits, and the Participant's retirement benefit payments are subsequently resumed, the industry and geographic area covered by the Plan "when the Participant's retirement benefit payments began" will be the industry and geographic area covered by the Plan when the Participant's retirement benefit payments were resumed.
- 3. Paid non-work time will be counted toward the measure of sixty-four (64) hours if paid for vacation, holiday, illness, or other incapacity, layoff, jury duty, or other leave or absence. Time compensated under a Workers' Compensation or temporary disability law will not be counted.

D. BENEFITS SUSPENDED AFTER OCTOBER 1, 2003 - RETROACTIVE PAYMENTS AVAILABLE AS OF MAY 26, 2006.

- 1. If a Participant's benefits, which were accrued prior to October 1, 2003, were subsequently suspended on or after October 1, 2003, based on the Suspension of Benefits Rules for Benefits Other Than Normal Retirement Benefits or Normal Retirement Benefits made effective October 1, 2003 (Subsections 1.13(A) and (B) respectively), such Participant may be eligible for retroactive payment of retirement benefits from the date on or after October 1, 2003 on which their above noted benefits were suspended, as provided in paragraphs (2)-(4) below.
- 2. A Participant will be eligible for retroactive payments under Subsection 1.13(D)(1) above, if:
 - a. The Participant's Benefit Other Than Normal Retirement Benefit or Normal Retirement Benefit, which benefits were accrued prior to October 1, 2003, was suspended on or after October 1, 2003 based on the Suspension of Benefits Rules in Subsection 1.13(A) and (B); or,
 - b. The Participant, for benefits accrued before October 1, 2003, would have been eligible for Benefits Other Than Normal Retirement Benefits or Normal Retirement Benefits, but did not apply for the benefit based upon the Suspension of Benefits Rules in Subsection 1.13(A) and (B).
 - c. A Participant whose retirement benefits were suspended on the basis of, or would have been eligible for suspension under the Suspension of Benefits Rules in Subsection 1.13(C), will not be eligible for retroactive payment of benefits.
 - d. Retirement benefits accrued on and after October 1, 2003 remain subject to the Suspension of Benefits provisions in Subsections 1.13(A) and (B).
- 3. Application for Retroactive Payments A Participant eligible for retroactive payments as described in Subsections 1.13(D)(2)(a) or (b) above, must apply for such payments within six months of receipt of a notice from the Plan of the right to apply for retroactive payments.
- 4. Retroactive Payments Commencement
 - a. Retroactive payment of Benefits Other Than Normal Retirement Benefits or Normal Retirement Benefits, accrued prior to October 1, 2003, which were suspended on or after October 1, 2003 on the basis of the rules in Subsections 1.13(A) or (B)., will commence from the date on or after October 1, 2003, on which the above noted benefits were suspended and will continue as long as the

Participant otherwise remains eligible to receive Normal Retirement or Benefits Other Than Normal Retirement Benefits subject to the Suspension of Benefits Rules of Subsection 1.13(C).

E. NOTICES AND PROCEDURES.

- 1. All Participants are required to notify the Plan in writing within twenty-one (21) days after starting any work of a type that is or may be Disqualifying Employment whether or not the employment is or is intended to be for sixty-four (64) or fewer hours per month. The notice must inform the Plan of the name and address of the employer, the name and address of the place of employment (if different from the employer's name and address), the Participant's job classification, the duties to be performed, the businesses in which the employer is engaged, and the products in which the employer deals.
- 2. If the Plan requests, the Participant must provide to the Plan access to reasonable information for the purpose of verifying the Participant's employment. The information which the Plan may require for this purpose may include, but is not limited to, paycheck stubs, Internal Revenue Forms 1040 (with attachments), and, release forms permitting the Plan to obtain information from the employer.
- 3. The Plan is entitled to request that a Participant periodically:
 - a. Certify to the Plan in writing on a form acceptable to the Plan that the Participant is unemployed or, in the alternative,
 - b. Provide information satisfactory to the Plan to enable the Plan to conclude that any employment of the Participant is not Disqualifying Employment.
- 4. If a Participant fails to respond to the Plan's request for information or certification or provides an incomplete or inadequate response, the Plan may withhold payment of the Participant's monthly benefit payments until the Participant provides a complete and adequate response.
- If a Participant has worked in Disqualifying Employment in any month and has failed to give timely notice, the Plan is entitled to presume that the Participant worked sufficient hours in that month and all later months before the Participant gives the required notice to cause suspension of benefits. The Participant may overcome this presumption by providing evidence satisfactory to the Plan that the work should not have resulted in suspension of benefits.
- 6. The Plan will inform any Participant whose benefits are being suspended by written notice given by personal delivery or first class mail during the first calendar month in which his or her monthly benefit payment is suspended.

- 7. The Plan will notify Pensioners at least once each Plan Year of the notification requirements and presumptions contained in this Section 1.13.
- 8. A Participant whose benefits have been suspended must notify the Plan in writing when the Participant's Disqualifying Employment has ended. The Plan will not resume monthly benefit payments until the Participant gives this notice.
- 9. A Participant may request, in writing, that the Plan give him or her a determination as to whether a specific job or work will constitute Disqualifying Employment. The Participant's request must include the name and address of the employer, the address of the place of employment, the Participant's job classification, the duties the Participant will be perform, the businesses in which the employer is engaged, and the products in which the employer deals. The Plan will only make a determination if the Participant provides enough specific information for the Plan to reasonably conclude whether the employment is or is not Disqualifying Employment.
- 10. A Participant may seek review of the Plan's determination suspending benefits or that certain employment is Disqualifying Employment in accordance with the Claims Procedures of Subsection 1.15(E).

F. SUSPENSION AND RESUMPTION OF BENEFIT PAYMENTS.

- 1. Suspension of Benefits means non-entitlement to and non-payment of benefits for the applicable month. If benefits were paid for a month for which benefits were later deemed to be suspended, the Plan will recover the overpayment through deductions from future retirement benefit payments under Subsection 1.13(F)(3).
- 2. Payment of benefits will resume after suspension no later than the first day of the third month after the last calendar month for which benefits were suspended, if, but only if, the Participant has complied with the notification requirements of Subsection 1.13(E)(1).
- Overpayments attributable to payments made for any month or months for which the Participant had Disqualifying Employment will be deducted from monthly benefit payments otherwise paid or payable to the Participant or surviving Beneficiary subsequent to the period of suspension. The Plan will deduct, from any benefit suspended under Subsection 1.13(C), one hundred percent (100%) of each monthly benefit payment upon resumption of benefits after suspension (except the last one if the remaining suspended amount is less than one hundred percent (100%) of the payment). The Plan will deduct, from any benefit suspended under Subsection 1.13(B), one hundred percent (100%) (or less if the suspended amount is less than one hundred percent (100%) of the payment) of the first monthly benefit payment upon resumption of benefits after suspension and twenty-five percent (25%) of each subsequent pension payment

(except the last one if the remaining suspended amount is less than twenty-five percent (25%) of the payment).

- 4. When monthly benefit payments resume following suspension under Subsection 1.13(B) or Subsection 1.13(C), the amount of the Participant's monthly benefit will be the same dollar amount as it was immediately before the suspension. Suspended payments are permanently forfeited. In the case of a Participant whose benefit payments were suspended because of Disqualifying Employment that is also Covered Service, the amount of the monthly benefit upon resumption of payments will include an additional amount equal to any accrued benefits earned for Credited Service during this Disqualifying Employment at the rate of benefits under Section 1.08 in effect during this Disqualifying Employment.
- 5. An election of a Payment Plan (under Section 1.09) in effect immediately prior to suspension of benefits and any other benefit following the death of the Participant will remain in effect if the Participant's death occurs while benefits are in suspension.
- **G. REGULATION CONTROLLING.** This Section 1.13 is intended to be interpreted and administered in accordance with the provisions of 29 Code of Federal Regulations Section 2530.203-3.

1.14 AMENDMENT AND TERMINATION OF THE PLAN.

- **A. PLAN AMENDMENT.** The Trustees will have the right to amend this Plan in any and all respects at any time and from time to time, provided, however, that any such amendment:
 - Will not deprive any Participant or Beneficiary of any right or benefits, including any vested interest, acquired prior to such amendment, except as may be required to qualify the Plan under the Internal Revenue Code as amended;
 - 2. Will not be in conflict with the Collective Bargaining Agreement with the Union,
 - 3. Will not deprive the Insurer (if any) of any of its exemptions and immunities with respect to contracts issued by it;
 - Will not provide for the use of funds or assets held under this Plan other than for the exclusive benefit of the Participants, Beneficiaries or joint annuitants, and no funds contributed by Employers to this Plan or funds or assets of the Plan will ever revert to or be used or enjoyed by such Employers prior to the satisfaction of all liabilities under this Plan to the Participants or Beneficiaries (except as to any contribution or payment made by mistake of fact which may be returned to the extent permitted by law); and
 - 5. Will not reduce the accrued benefit, within the meaning of Code Section 411(d)(6), of a Participant determined at the time of such amendment except in conformity with such section.

Any such agreement must be made by unanimous consent (put in writing) of the Trustees, a certified copy of which will be filed with the Insurer (if any exists) and with the appropriate District Director of Internal Revenue with notice to the Secretary of Labor.

The Participants will be notified if any substantial provision of the Plan are changed by amendment. Any amendment will be effective on the date specified.

B. PLAN TERMINATION. While it is the intention that this Plan continue indefinitely, the right to terminate the Plan pursuant to the terms and conditions set forth in the Trust Agreement under which the Plan is established is necessarily reserved. Upon such action, no further contribution by Employers will be made or accepted.

Upon termination of this Plan or upon partial termination of the Plan as determined under the provisions of the Employee Retirement Income Security Act of 1974, the accrued benefit of each Participant as of the date of Plan termination will be fully vested (non-forfeitable).

Prior to any termination of this Plan, all required notices will be filed with the Internal Revenue Service and the Pension Benefit Guaranty Corporation (as such

Corporation was established under Section 4001 of the Employee Retirement Income Security Act of 1974) and no amounts under the termination procedure will be paid until such time as a Notice of Sufficiency is received from such Corporation.

After notice by the Plan Administrator to the Pension Benefit Guaranty Corporation that the Plan is to be terminated and upon receipt by the Administrator of a notice from said Corporation that the assets held under the Plan are sufficient to discharge when due all obligations of the Plan with respect to the basic benefits of Participants, the Plan Administrator will allocate the assets of the Plan in the order set forth in Article VIII of the Trust Agreement under which the Plan is established, to the extent the assets are available to provide benefits to Participants and Beneficiaries.

C. MERGER OR CONSOLIDATION. Upon the merger or consolidation of the Plan with, or the transfer of assets or liabilities of the Plan to any other Plan, and only to the extent required by regulations promulgated or to be promulgated by the Pension Benefit Guaranty Corporation, each Participant will, assuming the Plan then terminated, receive a benefit immediately after the merger, consolidation, or transfer which is equal to or greater than the benefit the Participant would have been entitled to receive immediately before the merger, consolidation, or transfer, assuming that the Plan had then terminated.

1.15 GENERAL PLAN PROVISIONS

- A. NO REVERSIONS. There will be no diversion of any portion of the assets of the Plan other than for the exclusive benefit of Participants and beneficiaries. No amount contributed will ever revert to a Contributing Employer prior to the satisfaction of all liabilities under this Plan to the Participants and their Beneficiaries, except that if a contribution or a portion of such contribution is made as a result of error, miscalculation or a mistake of fact, such incorrect contribution to the Trustees will be returned to the Employer if done within one (1) year after the payment of such contribution.
- B. ASSIGNMENT OF BENEFITS PROHIBITED. Except as otherwise expressly permitted by the Plan or required by law, including a Qualified Domestic Relations Order as defined in the Employee Retirement Income Security Act of 1974, the interests of persons entitled to benefits under the Plan may not in any manner whatsoever be assigned or alienated, whether voluntarily or involuntarily, or directly or indirectly. The Administrative Manager will establish reasonable procedures to determine the qualified status of Domestic Relations Orders and to administer distributions under such qualified orders. Where payments are to be made under a Domestic Relations Order before payments commence to the Participant, the present value of the benefits actually accrued for the Participant will be determined on an Actuarial Equivalent basis. Notwithstanding any other provisions of the Plan to the contrary, all benefits otherwise payable under the Plan with respect to a Participant will be adjusted to the extent necessary to comply with a Qualified Domestic Relations Order.
- **C. FUNDING POLICY.** The benefits under this Plan will be funded with contributions paid to the Trustees by Contributing Employers in such amount and under the terms as are provided for in the applicable Collective Bargaining Agreement or other approved written agreement in effect. All such contributions will be held as part of the Trust Fund which is held by the Trustees for the uses, purposes and trusts set forth in the Trust Agreement under which the Plan is established.
- **D. DEPOSIT ADMINISTRATION CONTRACT.** With respect to those Pensioners covered by a Deposit Administration Contract in effect between the Trustees and the ReliaStar Life Insurance Company or other insurance company, (the "Company"), the following provisions will apply.
 - 1. <u>Notification and Adjustments.</u> The Trustees will have the sole responsibility and obligation of furnishing the Company with the information necessary for the Company to administer the provisions of this Subsection. Determinations as to resumption of active work in the industry and subsequent retirements will be made by the Trustees or by the Administrative Manager, if so delegated by the Trustees. Suspension of payments to Participants and reinstatement of payments under this Subsection will be made only on the direction of the Trustees. Payment by the Company in accordance with the last directions received by the Company from the Trustees or the Administrative Manager, will fully and

finally discharge the Company from any and all liability to the extent so made.

In the event a Participant or joint annuitant dies while the Company is making payment of retirement benefits to the Minneapolis Retail Meat Cutters and Food Handlers Pension Fund and the Trustees, having had due notice of such death and failed to give notice of such death prior to the Company's making a subsequent payment or payments to the Trust Fund in accordance with the last directions of the Trustees, notwithstanding anything to the contrary contained elsewhere in the Deposit Administration Contract, the Company will withdraw overpayment together with interest at the rate of three and one-half percent (3.5%) per annum compounded annually from the Deposit Fund. Such overpayments will include but are not limited to those arising under the following circumstances:

- a. Where the retired Participant who is subsequently reemployed in the industry has selected the Standard Payment Form (Life Only Annuity) and dies while so reemployed;
- b. Where the retired Participant who is subsequently reemployed in the industry has selected the Five Year Certain or Ten Year Certain Annuity and dies while so reemployed after expiration of the guaranteed period; and
- c. Where the retired Participant who is subsequently reemployed in the industry and has selected the Joint Life and Survivor Annuity One-Half to Survivor and
 - i) The designated joint annuitant dies prior to the subsequent retirement of the Participant;
 - ii) The Participant dies while so reemployed; or
 - iii) Both the Participant and joint annuitant die while the Participant is reemployed.
- 2. <u>Payment at Home Office</u>. All sums payable by the Company under this Deposit Administration Contract will be payable at its home office in Minneapolis, Minnesota.

E. CLAIMS PROCEDURE.

1. Reliance on Records. In any controversy, claim, demand, suit of law or other proceeding between any Participant, Beneficiary or any other individual and the Trustees, the Trustees will be entitled to rely upon any facts appearing in the records of the Trustees, with the Union or with the Employers, any facts certified to the Trustees by the Union or the Employers, any facts which are of public record and any other evidence pertinent to the issue involved.

- Submission to Trustees. All questions or controversies, of any and all character, arising in any manner or between any parties or individuals in any manner or between any parties or individuals in connection with the Trust Fund or the operation of the Trust Fund, whether as to any claim for any benefits preferred by any Participant, Beneficiary or any other individual, or whether as to the construction of the language or meaning of the by-laws, rules and regulations adopted by the Trustees or this instrument, or as to any writing, decision, instrument or accounts in connection with the operation of the Trust Fund or otherwise, will be submitted to the Trustees or, in the case of questions related to claims for benefits, to an Appeals or Review Committee whose decision will be final and binding on all individuals dealing with the Trust Fund or claiming benefits under the Plan.
- 3. <u>Settling Disputes</u>. The Trustees may in their sole discretion compromise or settle any claim or controversy in such manner as they determine best, and any majority decision made by the Trustees in compromise or settlement of a claim or controversy, or any compromise or settlement agreement entered into by the Trustees, will be conclusive and binding on all parties interested in this Trust.

4. Appeal of Adverse Determination.

- a. A claimant will have only sixty (60) days (or, in the case of a claim for Disability Benefits, one hundred eighty (180) days) after receiving notice of an adverse benefit determination to submit a written appeal of the determination to the Administrative Manager at the Fund Office explaining why the determination should be reviewed. In support of the appeal, the claimant (or the claimant's duly authorized representative) may submit written comments, documents, records, and other information relating to the claim for benefits which the claimant believes will support the claim but will not have the right to make a personal appearance before the Trustees or any committee created by the Trustees. Upon request and free of charge, the claimant (or the claimant's duly authorized representative) will receive reasonable access to and copies of all documents, records, and other information relevant to the claim.
- b. The Trustees reserve the right to refuse to treat an individual as a claimant's duly authorized representative unless the claimant has delivered to the Administrative Manager at the Fund Office a letter explicitly authorizing the individual to serve as the claimant's duly authorized representative.
- c. The review will be conducted by an Appeals or Review Committee (or, if none has been appointed, by the Board of Trustees acting as an Appeals Committee). The review will take into account all comments, documents, records, and other information the claimant

- submits relating to the claim regardless of whether they were submitted before the adverse benefit determination.
- If the appeal relates to a claim for Disability Benefits, the review will d. not be conducted by anyone that made the adverse benefit determination or who reports to the individual or committee that made the adverse benefit determination, and the review will not afford deference to the adverse benefit determination. If the appeal relates to an adverse benefit determination that was based at least in part on a medical judgment (including a judgment about whether a particular treatment, drug, or other item is experimental, investigational, or not medically appropriate or necessary), the Appeals Committee will consult with a healthcare professional who is training and experienced in the field of medicine involved in that medical judgment and who was not consulted in connection with the adverse benefit determination and who does not report to anyone who was so consulted. Upon request, the Fund Plan will identify any healthcare professional that the Appeals Committee consulted in relation to the claim
- e. The Appeals or Review Committee will review the appeal at its next regularly scheduled meeting after the Administrative Manager receives the appeal, unless the Administrative Manager receives the appeal within thirty (30) days of that meeting. In that case, the Appeals or Review Committee will review the appeal at the second regularly scheduled Appeals Committee meeting after the Administrative Manager receives the appeal. If special circumstances require a further extension of time for processing, the Fund Plan will notify the claimant of the extension in writing (describing the special circumstances and the expected decision date) before the extension begins, and the Appeals Committee will review the appeal no later than the third regularly scheduled Appeals Committee meeting after the Administrative Manager receives the appeal.
- f. Once the Appeals Committee reviews the appeal, the Plan will notify the claimant (or the claimant's duly authorized representative, if any) of the appeal decision within five (5) business days.
- g. If the appeal is partly or completely denied, the notification of adverse benefit determination on review will be written in a manner calculated to be understood by the claimant and will:
 - i) Provide the specific reason or reasons for the denial of the appeal;
 - ii) Reference the specific Plan provisions on which the denial is based:

- iii) State that the claimant has the right to receive, upon request and free of charge, reasonable access and copies of all documents, records, and other information relevant to the claim;
- iv) State the claimant has the right to bring a civil action under Section 502(a) of ERISA;
- v) If the Fund Plan relied on an internal rule in denying an appeal for a Disability Benefit, either provide a copy of the rule or state that the claimant can obtain a copy of the rule, upon request and free of charge, from the Plan; and
- vi) If an appeal for Disability Benefits was denied based on a medical necessity or experimental treatment or similar exclusion or limit, either provide an explanation of the scientific or clinical judgment for the determination (applying the terms of the Plan to the claimant's medical circumstances) or state that the claimant can obtain that explanation, upon request and free of charge, from the Plan.
- 5. <u>Sole Remedy</u>. The procedures specified in this Subsection will be the sole and exclusive procedures available to a Participant, Beneficiary, or any other individual who is dissatisfied with an eligibility determination, or benefit award, or who is otherwise adversely affected by any action of the Trustees or of any committee created by the Trustees.
- F. INFORMATION REQUIRED. Each and every Employee, Participant, Beneficiary and Pensioner participating in this Plan or eligible to participate in this Plan must furnish data and information and must complete such forms as the Trustees may consider in their sole discretion necessary for the effective administration of this Plan. Such data and information may include, but is not limited to, proof satisfactory to the Trustees of the survival of an Employee receiving benefits under this Plan, satisfactory proof of age and marital status, and social security number. Compliance with the requirements of this Subsection (F) is a condition precedent to the making of any benefit payment under this Plan.
- G. EFFECT OF MISSTATEMENTS. If any Participant in any written statement required under Subsection (F) above misstates his or her age or the age of any spouse or other contingent Beneficiary or any other fact that would affect the amount of a benefit payable under this Plan, the accrual of retirement benefits in respect of that Participant will not be invalidated, but upon discovery of the error the amount of the payments to be available to the Participant will be adjusted retroactively and, if necessary, offset to the amount which would have been payable if the fact or facts had not been misstated. In no event will the Plan be

liable to pay any greater benefit in respect to any Participant than that which would have been payable on the basis of the truth.

- H. PAYMENTS TO INCOMPETENTS. If the Trustees receive evidence satisfactory to them that: (1) a Pensioner entitled to receive any benefit payment under the Plan is physically or mentally incompetent to receive such payment and to give a valid release for such payment, (2) another individual or an institution is then maintaining or has custody of such Pensioner, and (3) no guardian, committee or other representative of the estate of such Pensioner has been duly appointed, the Trustees may make the payments to such other individual or institution and the release of such other individual or institution will be a valid and complete discharge for the payment.
- I. CONSTRUCTION. The pronouns "he," "him," or "his" will refer to and include females as well as males, the singular will include the plural, except when the context otherwise requires; the words "hereof," "herein," "hereunder," or similar compounds of the word "here" will refer to the entire Plan and not to any particular part thereof unless the context clearly indicates the contrary.

The titles given to the various sections of this Plan document are inserted for convenience of reference only and are not part of this Plan document, and they will not be considered in determining the purpose, meaning or intent of any provision of this Plan document.

J. TRUSTEE AUTHORITY. The Trustees have the authority to determine eligibility for benefits and construe the terms of the Plan document, summary plan description, trust agreement, and any other document relating to the Plan, rules and procedures. The Trustees' interpretation will be final and binding on all individuals dealing with the Plan or claiming a benefit from the Plan. If a decision of the Trustees is challenged in court, it is the intention of the Trustees that such decisions are to be upheld unless it is arbitrary and capricious.

The Trustees have the authority to change the eligibility rules and other provisions of the Plan, to amend, increase, decrease or eliminate benefits and to terminate the Plan, in whole or in part. All Plan benefits are conditional on and subject to the Trustee' authority to change or terminate such benefits.

In addition to the above noted authority, the Trustees retain the power, duty, discretion, and responsibility to:

- 1. Resolve and determine all disputes or questions arising under the Plan, including the power and discretion to determine the rights of Pensioners, Participants, and Beneficiaries, and their respective benefits, and to remedy any ambiguities, inconsistencies or omissions;
- 2. Adopt such rules or procedures and regulations as in their opinion may be necessary for the proper and efficient administration of the Plan and as are consistent with the Plan;

- 3. Implement the Plan in accordance with its terms and other rules and regulations adopted as above with the Trust Agreement;
- 4. Determine the eligibility on any Employee as a Participant and the crediting and distribution of the Trust Fund pursuant to the terms of the Plan and the Trust Agreement, and;
- 5. Establish and carry out a funding policy and method consistent with the objectives of the Trust Agreement, the Plan, and the Employee Retirement Income Security Act of 1974 pursuant to which the Trustees will determine the Plan's liquidity and financial needs.

1.16 GLOSSARY OF TERMS USED IN PLAN.

When used in this Plan document with initial capital letters, the following words have the following meanings:

A. ACTUARIAL EQUIVALENT OR ACTUARIALLY EQUIVALENT means a benefit having the same value as the benefit for which it is substituted as determined by a qualified actuary based upon actuarial assumptions and methods established by the Plan or, when not established, appropriate assumptions and methods commonly used within the actuarial industry as determined by the actuary.

Except as otherwise provided, the determination of an Actuarial Equivalent when converting from one form of annuity to another will be based on the 1971 GA Mortality Table for males with such table setback five years for the secondary annuitant, and an interest rate of 6.5 percent.

A table of factors has been developed for use in converting from the Standard Payment Form of benefit to each Joint and Survivor Option. The benefits payable as a Joint and Survivor Annuity option are calculated by multiplying the appropriate factor from the Table(s) of Factors developed by the Plan Actuary, which factors are attached to this document as Exhibit A-1 for the Qualified Joint and 50% Survivor Annuity and Table A-2 for the Qualified Optional Survivor Annuity (Qualified Joint and 75% Survivor Annuity). Adjustments in benefit amount based on Exhibit A due to the age of either the Participant or Beneficiary will be subject to a maximum limitation of twenty (20) years.

Notwithstanding any other provisions of the Plan to the contrary as of March 1, 2000, the present value of accrued benefits for the purpose of calculating single lump sum distributions pursuant to Section 417(e) of the Code will be determined using the following actuarial bases:

- 1. Mortality will be based on such mortality table as will be designated by the Commissioner of Internal Revenue under Code Section 417(e). This is the 1983 GAM(u) Table.
- 2. The applicable interest rate will be the rate specified by the Commissioner of Internal Revenue pursuant to Code Section 417(e) for the look-back month. The look-back month will be the second full calendar month preceding the first month of the Plan Year containing the distribution (e.g., for purposes of a calculation effective in the Plan Year beginning March 1, 2003, the applicable interest rate will be determined by using the rate in effect in January 2003.) The applicable interest rate is the annual interest rate on 30-year Treasury securities. The applicable interest rate stability period will be the entire Plan Year.

Notwithstanding any other provisions of the Plan to the contrary as of March 1, 2008, the present value of accrued benefits for the purpose of calculating single lump sum distributions pursuant to Code Section 417(e) will be determined using the following actuarial bases:

- 1. Mortality will be based on the mortality table prescribed by the Secretary of Treasury under Code Section 417(e).
- 2. The applicable interest rate will be the adjusted first, second, and third segment rates applied under rules similar to the rules of Section 403(h)(2)(C) for the month before the date of the distribution or such other time as the Secretary may by regulations prescribe. For purposes of this paragraph 2, the adjusted first, second, and third segment rates are determined without regard to the twenty-four (24) month averaging provided under Section 430(h)(2)(D)(i) of the Code.
- B. ADMINISTRATIVE MANAGER means the person, firm or corporation employed by the Trustees and charged with record keeping, processing of applications of benefits, and related ministerial functions attendant to the administration of the Plan. The Administrative Manager will be the Plan's designated Agent for Service of Legal Process.
- **C. ADMINISTRATOR** means the Pension Fund Board of Trustees, referred to as Trustees in this Plan document.
- **D. ALUMNI EMPLOYEE** means an Employee of a Contributing Employer who satisfies the requirements of one or more of the following paragraphs (1) through (3).
 - 1. Employees who were Collectively Bargained Employees during a portion of the current Plan Year. An Employee described in Section 1.16(H) who performs services for one or more Employers that are parties to the Collective Bargaining Agreement, for the Union, or for the Administrative Manager both as a Collectively Bargained Employee and as a Non-Collectively Bargained Employee during a Plan Year, provided that at least half of the Employee's Hours of Service during the Plan Year are performed as a Collectively Bargained Employee.
 - Employees who were Collectively Bargained Employees during the Collective Bargaining Agreement. An Employee described in Section 1.16(H) who was a Collectively Bargained Employee with respect to all of the Employee's Hours of Service during a Plan Year (including employees who are treated as Collectively Bargained Employees with respect to all of their Hours of Service during a Plan Year under paragraph (1). For this purpose, a Collective Bargaining Agreement is applicable for a Plan Year if it provided for the Employee to benefit in the Plan and was effective for any portion of that Plan Year.

3. Employees who previously were Collectively Bargained Employees. An Employee who was treated as a Collectively Bargained Employee pursuant to paragraph (2), with regard to all of the Employee's Hours of Service after the end of the period described in paragraph (2), provided that the Employee is performing services for one or more Employers that are parties to the Collective Bargaining Agreement, for the Union, or for the Administrative Manager. Employees described in this paragraph (3) cannot comprise more than five percent (5%) of the Employees covered by this Plan.

This definition is intended to be interpreted in conformity with Internal Revenue Regulation Section 1.410(b)-6(d)(2)(ii).

- E. BENEFIT COMMENCEMENT DATE means the first date on which the Plan may pay a benefit to a Participant. The Plan may first pay a benefit to a Participant after the Benefit Commencement Date when the Participant properly elects to defer benefits or this Plan Document otherwise permits a later first payment. A Participant may have more than one Benefit Commencement Date if the Participant is eligible for multiple benefits.
- **F. CODE** means the Internal Revenue Code of 1986, as amended from time to time, and any regulations promulgated pursuant to the provisions of said Code.
- G. COLLECTIVE BARGAINING AGREEMENT means a written agreement between an Employer and the Union parties to the Trust Agreement, which requires Employer Contributions to the Trust.
- H. COLLECTIVELY BARGAINED EMPLOYEE means an Employee who is included in a unit of Employees covered by an agreement that the Secretary of Labor finds to be a Collective Bargaining Agreement between Employee representatives and one or more employers, provided that there is evidence that retirement benefits were the subject of good faith bargaining between Employee representatives and the employer or employers. An Employee is a Collectively Bargained Employee regardless of whether the Employee benefits under any plan of the employer.

This definition is intended to be interpreted in conformity with Internal Revenue Regulation Section 1.410(b)-6(d)(2)(i).

- I. COMPENSATION means the total amount paid or made available by the Employer to or for a Participant for a Plan Year as Compensation for service rendered, including wages, salaries, actually rendered, and other amounts as referred to in Treasury Regulation Section 1.415-2(d), excluding:
 - 1. all contributions by the Employer for the benefit of employees by salary reduction or otherwise to this Trust or to any pension, profit sharing or annuity plan intended to qualify under Code Section 401 et seq., provided, however, that effective for Plan Years beginning on or after January 1, 1998, elective deferrals under Sections 125, 132(f), 401(k), 403(b), and 457

- of the Code will be included within the meaning of Compensation, notwithstanding any other provision of this Plan document; and
- 2. for Plan Years beginning after December 31, 1988, and ending before January 1, 1994, Compensation in excess of \$200,000; provided, however, that such dollar limitation will be adjusted to take into account any adjustments made by the Secretary of the Treasury pursuant to Code Sections 416(d)(2) or 401(a)(17); and
- 3. for Plan Years beginning on or after January 1, 1994 and ending before January 1, 2002, the annual Compensation of each Employee taken into account under the Plan will not exceed the OBRA '93 annual compensation limit of \$150,000, as adjusted for increases in the cost of living in accordance with Code Section 401(a)(17)(B); and
- 4. for Plan Years beginning on or after January 1, 2002, the annual compensation limit will be \$200,000, as adjusted for increases in the cost of living in accordance with Code Section 401(a)(17)(B).

The cost of living adjustment in effect for a calendar year applies to any period, not exceeding twelve (12) months, over which Compensation is determined (the "determination period") beginning in such calendar year. If a determination period consists of fewer than twelve (12) months, the OBRA '93 annual compensation limit will be multiplied by a fraction, the numerator of which is the number of months in the determination period, and the denominator of which is twelve (12).

J. **CONTRIBUTING EMPLOYER** means:

- 1. Employers who are bound by the terms and conditions of a Collective Bargaining Agreement with the Union or other approved written agreement requiring Employer Contributions to the Trust;
- The Union, which solely for the purpose of making Employer Contributions to the Trust, will be considered as the employer of those of its Employees who are not employed by another Contributing Employer (as defined in this Plan document) and who are proposed and accepted for Plan benefits by the Trustees;
- The Trustees, which solely for the purpose of making Employer Contributions to the Trust, will be considered as the Contributing Employer of its Employees; and
- 4. The Administrative Manager, which solely for the purpose of making Employer Contributions to the Trust will be considered as the Contributing Employer of its Employees.

K. COVERED SERVICE means an Employee's service with an employer for which service the employer agrees to contribute to the Trust pursuant to the terms and conditions of a Collective Bargaining Agreement or other approved written agreement.

Covered Service does not include Contiguous Noncovered Service, as defined in Subsection 1.16(P).

L. DATE THE EMPLOYER BECAME A CONTRIBUTING EMPLOYER means:

- 1. The date the employer was first required to make Employer Contributions to this Trust for Employees employed in Full Time Employment; and/or,
- 2. The date the employer was first required to make Employer Contributions to this Trust for Employees employed in Part Time Employment.

An employer may have two (2) dates for when it first became a Contributing Employer.

Participants, who work twenty-six (26) or more weeks in Full Time Employment in any Plan Year, must meet the eligibility requirements applicable under Section 1.07 according to the Date their Employer Became A Contributing Employer for Employees employed in Full Time Employment.

M. DOMESTIC RELATIONS ORDERS means any judgment, decree or order (including approval of a property settlement agreement) which relates to the provision of child support, alimony payments or marital property rights to a spouse, former spouse, child or other dependent of a Participant or former Participant, and which is made pursuant to a State domestic relations law (including community property law).

N. EMPLOYEE means:

- 1. Any Employee represented by the Union and employed by an Contributing Employer as defined in this Plan document, and with respect to whom the Contributing Employer is required to make Employer Contributions to the Trust;
- Any officer or Employee of the Union who has been proposed for benefits under the Plan by the Union and who has been accepted by the Trustees and for whom the Union agrees in writing to contribute to the Trust at the rate fixed for Employer Contributions by other Contributing Employers; and
- 3. Any other Employee, including Employees of the Trust or of the Administrative Manager that the Trustees may agree to include and on whose behalf Employer Contributions are made to the Trust and whose inclusion will not impair the tax exempt status of the Trust.

O. EMPLOYER CONTRIBUTIONS means payments to the Trust by a Contributing Employer as required under an applicable Collective Bargaining Agreement or other approved written agreement.

P. EMPLOYMENT:

- 1. **Contiguous Noncovered Service** means service for a Contributing Employer occurring on or after March 1, 1976 which:
 - a. Is not Covered Service as defined in Section 1.16(K);
 - b. Immediately precedes or follows a period of Covered Service with the same Contributing Employer, with no quit, discharge, or retirement between the Covered Service and Contiguous Noncovered Service; and
 - c. Is reported to the Plan by the Participant in a timely manner in a form acceptable to the Trustees and which is supported by certified records of the Social Security Administration or of the Contributing Employer.

Contiguous Noncovered Service will constitute Employment only for purposes of determining an Employee's eligibility to participate in the Plan, and an Employee's vested status. Contiguous Noncovered Service will not constitute Credited Service.

2. Full Time Employment means:

- a. Twenty-five (25) hours or more of work per week (excluding Sunday hours) for an Employer;
- b. Effective March 1, 1977, Full Time Employment for Minneapolis Retail Contract Employees means thirty-two (32) hours or more of work per week (excluding Sunday and Holiday hours) for an Employer; however, for Employees on the four ten hour work week under the Minneapolis Retail Contract, Full Time Employment means thirty (30) or more hours of work per week (excluding Sunday and Holiday hours).
- c. Notwithstanding subparagraphs (a) and (b) above, Full Time Employment will in all events be determined in accordance with the applicable provisions of the Collective Bargaining Agreement in effect at the time Employer Contributions were made or required to be made to this Trust.

3. Part Time Employment means:

a. Less than twenty-five (25) hours of work per week (excluding Sunday and Holiday hours) for an Employer;

- b. Effective March 1, 1977, Part Time Employment for Minneapolis Retail Contract Employees means less than thirty-two (32) hours of work per week (excluding Sunday and Holiday hours) for an Employer who is required to contribute to this Trust pursuant to a Collective Bargaining Agreement; however,
- c. Notwithstanding subparagraphs (a) and (b) above, Part Time Employment will in all events be determined in accordance with the applicable provisions of the Collective Bargaining Agreement in effect at the time Employer Contributions were made or required to be made to this Trust.

Q. FIDUCIARY means an individual who:

- 1. Exercises any discretionary authority or discretionary control with respect to management of the Plan or exercises any authority or control with respect to management or disposition of the Trust's assets; or
- 2. Renders investment advice for a fee or other compensation, direct or indirect, with respect to any monies or other property of the Trust, or has any authority or responsibility to do so; or,
- 3. Has any discretionary authority or discretionary responsibility in administration of the Plan.

The named Fiduciaries will be the Board of Trustees and the Plan.

R. FIRST RESTATEMENT DATE means March 1, 1976.

S. HIGHLY COMPENSATED EMPLOYEE means:

- 1. Effective on and after January 1, 1997, a Highly Compensated Employee will only include an Employee who either:
 - a. Was a five percent (5%) owner (as defined in Code Section 416(i)(1)) in the present or preceding calendar year, or
 - b. Had Compensation from Employers in excess of \$80,000 (or such other amount as the Secretary of Treasury may establish) in the preceding calendar year, and subject to election by the Employers, was in the top-paid group of Employees for the preceding year. The "top-paid group" is the top twenty-percent (20%) of Employees based upon Compensation.
- 2. Prior to January 1, 1997, Highly Compensated Employee will have the meaning in effect under the Plan as it was then constituted.

- T. HOUR OF SERVICE. The term "Hour of Service" has the meaning provided in Section 1.02(A) of this document.
- U. LEASED EMPLOYEE means any individual (other than an employee of the recipient) who, pursuant to an agreement between the recipient and any other individual ("leasing organization") has performed services for the recipient (or for the recipient and related individuals determined in accordance with Code Section 414(n)(6)) on a substantially full-time basis for a period of at least one (1) year, and such services are performed under the recipient's primary direction or control. This definition is effective for Plan Years beginning after December 31, 1996.
- V. NON-COLLECTIVELY BARGAINED EMPLOYEE means any Employee who does not satisfy the definition of Collectively Bargained Employee contained in Section 1.16(H), provided, however, that an Alumni Employee as defined in Section 1.16(D) may be treated as a Collectively Bargained Employee for purposes on non-discrimination testing, as allowed by Internal Revenue Regulation Section 1.410(b)-6(d)(2)(ii).
- W. PARTICIPANT means any Employee or former Employee of a Contributing Employer who is or may become eligible to receive a benefit of any type from this Plan or whose Beneficiaries may be eligible to receive such benefits.
- X. PARTICIPATION AGREEMENT means a written agreement by and between the Trustees and an employer providing for Employer Contributions to this Trust to be made on behalf of Non-Collectively Bargained Employees and/or Alumni Employees. This agreement will also be deemed a Collective Bargaining Agreement where required by the context of this Plan document.
- Y. PENSIONER means a Participant who has commenced to receive retirement benefits under the Plan.
- **Z. PLAN** means the Minneapolis Retail Meat Cutters and Food Handlers Pension Fund as set forth in this document and as may be amended from time to time
- AA. PLAN ANNIVERSARY DATE means March 1st of each year.
- **BB. PLAN YEAR** means the twelve-month period beginning on March 1st, and ending on the succeeding last day of February, both dates inclusive.
- CC. QUALIFIED DOMESTIC RELATIONS ORDER means a Domestic Relations Order which creates or recognizes the existence of an alternate payee's right to, or assigns to an alternate payee the right to receive all or a portion of the benefits payable with respect to a Participant or former Participant, which clearly specifies:
 - the name and last known mailing address (if any) of the Participant or former Participant and the name and mailing address of each alternate payee covered by the Order;

- 2. the amount or percentage of the Participant's or former Participant's benefits to be paid by the Plan to each such alternate payee, or the manner in which such amount or percentage is to be determined;
- 3. the number of payments or period to which such Order applies; and
- 4. each Plan to which such Order applies.

In addition, a Domestic Relations Order will be a Qualified Domestic Relations Order only if such Order:

- 1. does not require the Plan to provide any type or form of benefit, or any option, not otherwise provided under the Plan;
- 2. does not require the Plan to provide increased benefits (determined on the basis of actuarial value); and
- does not require the payment of benefits to an alternate payee which are required to be paid to another alternate payee under another Domestic Relations Order.

A Domestic Relations Order otherwise satisfying the provisions of this Section will be a Qualified Domestic Relations Order even though such Order requires payment of benefits to be made to an alternate payee on or after the date the Participant or former Participant attains (or would have attained) the earliest day on which, under the Plan, the Participant or former Participant could elect to receive retirement benefits, as if the Participant or former Participant had retired on the date on which such payment is to begin under such Order and in any form in which such payment may be paid under the Plan to the Participant or former Participant (other than in the form of a Joint and Survivor Annuity with respect to the alternate payee and the Participant's or former Participant's subsequent spouse). The prior sentence will apply notwithstanding any provisions in the Plan requiring a termination of Employment prior to eligibility for the payment of benefits.

As used in this Section, an "alternate payee" means any spouse, former spouse, child or other dependent of a Participant or former Participant who is recognized by a Domestic Relations Order as having a right to receive all, or a portion of, the benefits payable under the Plan with respect to such Participant or former Participant.

DD. RETIREMENT DATE:

- 1. **Normal Retirement Date** means the earliest date a Participant may become eligible for Normal Retirement Benefits. For purposes of this Plan, the Normal Retirement Date will be the first day of the month coinciding with or next following the Participant's sixty-second (62nd) birthday.
- 2. **Early Retirement Date** means the earliest date a Participant may become eligible for Early Retirement Benefits. For purposes of this Plan, the Early

Retirement Date will be the first day of the month coinciding with or next following the Participant's fifty-second (52nd) birthday.

- 3. **Deferred Retirement Date** means the first day of any month after a Participant's Normal Retirement Date following the later of the date on which the Participant terminates his or her Employment or makes application for retirement benefits. Any deferral of retirement beyond Normal Retirement Date will be at the election of the Participant and in accordance with uniform rules established by the Trustees in the administration of the Plan and subject to any applicable conditions of any Collective Bargaining Agreement or other approved written agreement.
- 4. **Disability Retirement Date** means the first day of any month as determined by the Trustees for a Participant's retirement due to the Participant's Total and Permanent Disability. A Participant who has satisfied the eligibility requirements for Disability Retirement Benefits and (1) who becomes Totally and Permanently Disabled while employed in Covered Service; or (2) whose disability occurred while employed in Covered Service results in Total and Permanent Disability; may, with the consent of the Trustees elect early Disability Retirement.
- 5. **Determination of Retirement Date**. To be considered "retired" for purposes of the Plan, a Participant must have completely severed his or her Employment relationship with all Contributing Employers. A Participant is "retired" as of the first day of the calendar month following:
 - a. the complete severance of the Participant's Employment relationship with all Contributing Employers and the application of all paid time and unused vacation and holiday pay following the severance, regardless of any other apportionment of paid time and vacation and holiday pay agreed to by the Contributing Employer and the Participant, and
 - b. the Participant's completion and filing of an application for benefits with the Administrative Manager.
- **EE. SPOUSE** means an individual who is the legally recognized spouse of a Participant under the laws of the state in which the marriage or civil union was established. For this purpose, a legal civil union is considered a legal marriage. A certified copy of your marriage certificate or other documentation substantiating status as a Spouse may be required to be on file with the Administrative Manager before an individual will be recognized as your spouse.

FF. TOTAL AND PERMANENT DISABILITY/TOTALLY AND PERMANENTLY DISABLED:

1. For Disability Retirement Benefits Commencing On or After May 2, 2010.

Total and Permanent Disability will mean a physical or mental condition which qualifies a Participant for disability benefits under the federal Social Security Act as now enacted or hereafter amended or which would qualify the Participant after the expiration of any waiting period for the benefit. Total and Permanent Disability may initially be established only by an official written determination of the Social Security Administration awarding disability benefits to the Participant.

The Trustees may require that the Participant submit documentation in addition to the written determination of the Social Security Administration to assist the Trustees in determining the Participant's eligibility for Disability Retirement Benefits. In addition, the Trustees may require that a Participant undergo one or more examinations by a doctor or doctors of medicine of the Trustees' choosing if the Trustees are unable to determine from the Social Security award whether a Total and Permanent Disability exists, whether the award qualifies the Participant for the Disability Retirement Benefit, or whether the Participant's disability, and therefore, the Participant's eligibility for the Disability Retirement Benefit is continuing. The Trustees may not require more than one (1) medical examination per Plan Year. The Plan will pay the expense of the examination.

For Disability Retirement Benefits Commencing On or Before May 1, 2010.

Permanent and Total Disability will be determined to the satisfaction of the Trustees by an examination of the Participant by a medical doctor or doctors selected by or otherwise approved by the Trustees and will be established by the delivery to the Trustees of a certification by such doctor or doctors attesting that the Participant's condition constitutes Total and Permanent Disability as provided in this paragraph (EE)(2) and specifying the date on which such disability commenced. In their discretion the Trustees may rely on alternative evidence of Total and Permanent Disability, including, but not limited to a determination of disability by the Social Security Administration.

For Disability Retirement Benefits commencing on or before May 1, 2010, Permanent and Total Disability is defined as follows:

a. During the first twenty-four (24) months following the onset of the illness or injury causing disability, Permanent and Total Disability will mean a mental or physical condition which wholly and permanently incapacitates the Participant from engaging in any occupation or employment in an industry covered by the Plan for remuneration or profit.

Further, and only for purposes of this Subsection 1.16(EE), a Participant who is eligible for a medical leave of absence due to disability under Section 11.4 of the Minneapolis Retail Meat and Grocery Collective Bargaining Agreement or any similar provision of any other collective bargaining agreement under which Participants are covered by the Plan, may receive a Disability Retirement Benefit under this Subsection 1.16(EE) for the lesser period of the Participant's leave of absence or twenty-four (24) months, even if the Participant has not severed Employment as required by subparagraph 1.16(DD)(5)(a).

- b. For the period following twenty-four (24) months after the onset of the illness causing disability, Total and Permanent Disability will mean a mental or physical condition which wholly and permanently incapacitates the Participant from engaging in any occupation or employment for remuneration or profit.
- c. The Trustees will be entitled to require the Participant on Disability Retirement to periodically provide medical evidence satisfactory to them of continuing disability, specifically as of the date twenty-four (24) months following the onset of the injury or illness causing the disability and otherwise at intervals not more frequent than every twelve (12) months.
- **GG. TRUST or TRUST FUND** means the entire estate of the Minneapolis Retail Meat Cutters and Food Handlers Pension Fund as it may be constituted from time to time, including, but not limited to, all Employer Contributions, policies of insurance, investments, and the income from any and all investments, and any and all other assets, property and money received by or held by the Trustees for the uses and purposes of the Trust Agreement.
- HH. TRUST AGREEMENT means the Agreement and Declaration of Trust establishing the Minneapolis Retail Meat Cutters and Food Handlers Pension Fund executed April 19, 1961, and that instrument as from time to time amended.
- II. TRUSTEES means the Trustees designated in accordance with the Trust Agreement, together with their successors as designated in the manner provided by that Agreement. The Trustees will be the Administrator of the Plan.

JJ. UNION means:

- 1. The United Food and Commercial Workers Union District Local 653, and Food Handlers Division of District Local 653, Section A (including former Local 615 and 653B);
- 2. Any other Local Union which is now or may hereafter become a part of District Local 653-653A; and

- 3. Any Local Union who represents Employees of any Employer who is required to become a Contributing Employer to this Plan.
- **KK. YEAR OF SERVICE.** The term "Year of Service" for eligibility, vesting and benefit accrual purposes has the meaning provided in Subsections 1.02(B) through (E) of this document.

IN WITNESS WHEREOF, this Restated Plan Document has been adopted this 20th day of January, 2015. Unless otherwise specified within the Plan document, this Restated Plan Document and its provisions are effective March 1, 2015.

MANAGEMENT TRUSTEES

UNION TRUSTEES

Chal Mi Miller

Von Ofen

Paul Gondall

Exhibit A-1

Actuarial Table

PA	P/S	AGE OF SECONDARY ANNUITANT					
AGE	SEX	40	41	42	43	44	
40	M/F	0.95918	0.96046	0.96175	0.96305	0.96436	
41	M/F	0.95561	0.95696	0.95832	0.95970	0.96108	
42	M/F	0.95176	0.95318	0.95462	0.95607	0.95753	
43	M/F	0.94764	0.94913	0.95064	0.95217	0.95372	
44	M/F	0.94325	0.94481	0.94640	0.94801	0.94964	
45	M/F	0.93859	0.94021	0.94188	0.94357	0.94528	
46	M/F	0.93364	0.93534	0.93708	0.93885	0.94065	
47	M/F	0.92842	0.93019	0.93200	0.93385	0.93573	
48	M/F	0.92290	0.92474	0.92663	0.92856	0.93053	
49	M/F	0.91709	0.91900	0.92096	0.92296	0.92502	
50	M/F	0.91097	0.91295	0.91498	0.91706	0.91920	
51	M/F	0.90453	0.90657	0.90867	0.91083	0.91305	
52	M/F	0.89775	0.89985	0.90202	0.90426	0.90656	
53	M/F	0.89061	0.89278	0.89501	0.89732	0.89970	
54	M/F	0.88309	0.88532	0.88762	0.89000	0.89245	
55	M/F	0.87517	0.87745	0.87982	0.88226	0.88479	
56	M/F	0.86681	0.86915	0.87157	0.87409	0.87669	

57	M/F	0.85798	0.86037	0.86286	0.86543	0.86811
58	M/F	0.84865	0.85109	0.85362	0.85626	0.85900
59	M/F	0.83878	0.84126	0.84385	0.84655	0.84935
60	M/F	0.82840	0.83093	0.83357	0.83632	0.83918
61	M/F	0.81753	0.82010	0.82278	0.82558	0.82850
62	M/F	0.80615	0.80876	0.81148	0.81433	0.81730
63	M/F	0.79425	0.79689	0.79965	0.80254	0.80556
64	M/F	0.78181	0.78447	0.78727	0.79019	0.79325
65	M/F	0.76885	0.77154	0.77436	0.77732	0.78041
66	M/F	0.75542	0.75813	0.76098	0.76396	0.76709
67	M/F	0.74160	0.74432	0.74719	0.75020	0.75336
68	M/F	0.72743	0.73017	0.73305	0.73608	0.73926
69	M/F	0.71293	0.71567	0.71856	0.72160	0.72480
70	M/F	0.69818	0.70093	0.70382	0.70687	0.71008
71	M/F	0.68330	0.68604	0.68894	0.69199	0.69520
72	M/F	0.66831	0.67105	0.67394	0.67699	0.68021
73	M/F	0.65309	0.65582	0.65871	0.66175	0.66496
74	M/F	0.63746	0.64017	0.64304	0.64607	0.64928
75	M/F	0.62129	0.62398	0.62684	0.62985	0.63304
76	M/F	0.60457	0.60724	0.61007	0.61307	0.61623
77	M/F	0.58745	0.59010	0.59290	0.59586	0.59900
78	M/F	0.57024	0.57286	0.57562	0.57856	0.58166

79	M/F	0.55317	0.55574	0.55848	0.56137	0.56444
80	M/F	0.53628	0.53882	0.54152	0.54437	0.54740

PA	P/S	AGE OF SECONDARY ANNUITANT					
AGE	SEX	45	46	47	48	49	
40	M/F	0.96566	0.96697	0.96828	0.96958	0.97087	
41	M/F	0.96247	0.96386	0.96526	0.96665	0.96803	
42	M/F	0.95901	0.96049	0.96198	0.96346	0.96493	
43	M/F	0.95528	0.95685	0.95843	0.96001	0.96158	
44	M/F	0.95129	0.95295	0.95462	0.95630	0.95798	
45	M/F	0.94702	0.94877	0.95054	0.95232	0.95410	
46	M/F	0.94247	0.94432	0.94619	0.94807	0.94996	
47	M/F	0.93765	0.93959	0.94156	0.94355	0.94555	
48	M/F	0.93253	0.93457	0.93664	0.93873	0.94084	
49	M/F	0.92711	0.92925	0.93142	0.93362	0.93584	
50	M/F	0.92138	0.92361	0.92588	0.92819	0.93052	
51	M/F	0.91532	0.91765	0.92002	0.92243	0.92488	
52	M/F	0.90892	0.91133	0.91381	0.91632	0.91888	
53	M/F	0.90214	0.90465	0.90722	0.90985	0.91252	
54	M/F	0.89498	0.89758	0.90025	0.90298	0.90576	
55	M/F	0.88740	0.89009	0.89286	0.89569	0.89858	
56	M/F	0.87938	0.88215	0.88501	0.88794	0.89094	
57	M/F	0.87087	0.87373	0.87668	0.87971	0.88281	
58	M/F	0.86184	0.86478	0.86782	0.87094	0.87415	
59	M/F	0.85226	0.85528	0.85840	0.86162	0.86493	

60	M/F	0.84215	0.84524	0.84845	0.85175	0.85516
61	M/F	0.83154	0.83469	0.83797	0.84136	0.84486
62	M/F	0.82039	0.82362	0.82697	0.83044	0.83402
63	M/F	0.80871	0.81199	0.81541	0.81895	0.82262
64	M/F	0.79645	0.79979	0.80327	0.80688	0.81062
65	M/F	0.78365	0.78704	0.79058	0.79425	0.79806
66	M/F	0.77037	0.77380	0.77739	0.78112	0.78499
67	M/F	0.75667	0.76014	0.76376	0.76754	0.77147
68	M/F	0.74259	0.74609	0.74975	0.75358	0.75755
69	M/F	0.72816	0.73168	0.73537	0.73923	0.74325
70	M/F	0.71345	0.71699	0.72071	0.72459	0.72864
71	M/F	0.69858	0.70214	0.70587	0.70978	0.71386
72	M/F	0.68359	0.68716	0.69090	0.69482	0.69892
73	M/F	0.66835	0.67191	0.67566	0.67959	0.68369
74	M/F	0.65265	0.65621	0.65996	0.66389	0.66800
75	M/F	0.63640	0.63995	0.64368	0.64760	0.65171
76	M/F	0.61957	0.62310	0.62682	0.63073	0.63482
77	M/F	0.60231	0.60582	0.60951	0.61339	0.61747
78	M/F	0.58494	0.58841	0.59208	0.59593	0.59998
79	M/F	0.56769	0.57112	0.57475	0.57856	0.58257
80	M/F	0.55060	0.55400	0.55758	0.56136	0.56532

PA	P/S	AGE OF SECONDARY ANNUITANT					
AGE	SEX	50	51	52	53	54	
40	M/F	0.97214	0.97340	0.97463	0.97585	0.97704	
41	M/F	0.96939	0.97075	0.97208	0.97339	0.97468	
42	M/F	0.96640	0.96785	0.96928	0.97070	0.97209	
43	M/F	0.96315	0.96471	0.96624	0.96777	0.96926	
44	M/F	0.95965	0.96131	0.96296	0.96459	0.96620	
45	M/F	0.95588	0.95766	0.95942	0.96117	0.96290	
46	M/F	0.95185	0.95374	0.95562	0.95749	0.95934	
47	M/F	0.94755	0.94956	0.95156	0.95355	0.95553	
48	M/F	0.94296	0.94509	0.94721	0.94933	0.95144	
49	M/F	0.93807	0.94032	0.94257	0.94482	0.94707	
50	M/F	0.93288	0.93525	0.93763	0.94001	0.94239	
51	M/F	0.92735	0.92984	0.93235	0.93487	0.93740	
52	M/F	0.92147	0.92409	0.92674	0.92939	0.93206	
53	M/F	0.91523	0.91798	0.92075	0.92354	0.92635	
54	M/F	0.90859	0.91146	0.91437	0.91730	0.92026	
55	M/F	0.90153	0.90452	0.90756	0.91063	0.91374	
56	M/F	0.89401	0.89712	0.90029	0.90351	0.90676	
57	M/F	0.88599	0.88923	0.89253	0.89588	0.89928	
58	M/F	0.87744	0.88080	0.88423	0.88771	0.89126	
59	M/F	0.86832	0.87180	0.87535	0.87897	0.88266	

60	M/F	0.85866	0.86225	0.86592	0.86968	0.87350
61	M/F	0.84846	0.85216	0.85595	0.85983	0.86380
62	M/F	0.83772	0.84152	0.84542	0.84942	0.85352
63	M/F	0.82640	0.83030	0.83431	0.83843	0.84265
64	M/F	0.81449	0.81848	0.82259	0.82682	0.83116
65	M/F	0.80201	0.80608	0.81029	0.81462	0.81907
66	M/F	0.78900	0.79316	0.79745	0.80188	0.80644
67	M/F	0.77555	0.77977	0.78414	0.78865	0.79331
68	M/F	0.76169	0.76597	0.77041	0.77500	0.77974
69	M/F	0.74743	0.75177	0.75627	0.76092	0.76574
70	M/F	0.73286	0.73725	0.74180	0.74651	0.75140
71	M/F	0.71811	0.72253	0.72712	0.73189	0.73683
72	M/F	0.70319	0.70764	0.71226	0.71707	0.72206
73	M/F	0.68798	0.69245	0.69710	0.70194	0.70697
74	M/F	0.67229	0.67677	0.68144	0.68630	0.69135
75	M/F	0.65601	0.66049	0.66516	0.67003	0.67510
76	M/F	0.63911	0.64358	0.64825	0.65312	0.65820
77	M/F	0.62173	0.62619	0.63085	0.63571	0.64078
78	M/F	0.60422	0.60865	0.61328	0.61812	0.62317
79	M/F	0.58678	0.59118	0.59578	0.60059	0.60561
80	M/F	0.56949	0.57385	0.57841	0.58318	0.58816

PA	P/S	AGE OF SECONDARY ANNUITANT					
AGE	SEX	55	56	57	58	59	
40	M/F	0.97820	0.97934	0.98045	0.98153	0.98258	
41	M/F	0.97594	0.97717	0.97838	0.97955	0.98070	
42	M/F	0.97345	0.97479	0.97610	0.97737	0.97862	
43	M/F	0.97074	0.97218	0.97360	0.97499	0.97634	
44	M/F	0.96779	0.96935	0.97089	0.97239	0.97386	
45	M/F	0.96461	0.96629	0.96794	0.96957	0.97116	
46	M/F	0.96118	0.96298	0.96477	0.96652	0.96824	
47	M/F	0.95749	0.95943	0.96135	0.96323	0.96509	
48	M/F	0.95354	0.95561	0.95767	0.95970	0.96170	
49	M/F	0.94930	0.95152	0.95372	0.95589	0.95804	
50	M/F	0.94477	0.94713	0.94948	0.95181	0.95411	
51	M/F	0.93992	0.94243	0.94494	0.94742	0.94989	
52	M/F	0.93473	0.93740	0.94006	0.94271	0.94534	
53	M/F	0.92918	0.93200	0.93483	0.93764	0.94045	
54	M/F	0.92323	0.92622	0.92921	0.93220	0.93518	
55	M/F	0.91687	0.92001	0.92317	0.92634	0.92950	
56	M/F	0.91004	0.91335	0.91668	0.92002	0.92337	
57	M/F	0.90272	0.90619	0.90969	0.91322	0.91675	
58	M/F	0.89485	0.89849	0.90216	0.90587	0.90960	
59	M/F	0.88641	0.89021	0.89405	0.89794	0.90186	

60	M/F	0.87740	0.88136	0.88538	0.88945	0.89356
61	M/F	0.86784	0.87196	0.87614	0.88039	0.88470
62	M/F	0.85771	0.86198	0.86633	0.87075	0.87525
63	M/F	0.84697	0.85139	0.85590	0.86050	0.86518
64	M/F	0.83562	0.84018	0.84484	0.84960	0.85446
65	M/F	0.82365	0.82834	0.83315	0.83808	0.84311
66	M/F	0.81113	0.81595	0.82090	0.82597	0.83117
67	M/F	0.79810	0.80304	0.80812	0.81334	0.81869
68	M/F	0.78463	0.78968	0.79488	0.80023	0.80572
69	M/F	0.77072	0.77587	0.78117	0.78664	0.79227
70	M/F	0.75646	0.76168	0.76709	0.77266	0.77842
71	M/F	0.74195	0.74725	0.75274	0.75842	0.76428
72	M/F	0.72724	0.73260	0.73817	0.74392	0.74989
73	M/F	0.71219	0.71761	0.72323	0.72906	0.73511
74	M/F	0.69661	0.70207	0.70774	0.71363	0.71975
75	M/F	0.68038	0.68587	0.69158	0.69751	0.70369
76	M/F	0.66348	0.66899	0.67472	0.68069	0.68690
77	M/F	0.64606	0.65157	0.65731	0.66330	0.66953
78	M/F	0.62844	0.63394	0.63968	0.64566	0.65191
79	M/F	0.61086	0.61633	0.62206	0.62803	0.63428
80	M/F	0.59338	0.59882	0.60452	0.61047	0.61670

PA	P/S	AGE OF SECONDARY ANNUITANT					
AGE	SEX	60	61	62	63	64	
40	M/F	0.98359	0.98457	0.98553	0.98644	0.98733	
41	M/F	0.98181	0.98288	0.98392	0.98493	0.98590	
42	M/F	0.97983	0.98100	0.98214	0.98325	0.98431	
43	M/F	0.97766	0.97894	0.98019	0.98139	0.98256	
44	M/F	0.97529	0.97669	0.97804	0.97936	0.98064	
45	M/F	0.97271	0.97423	0.97571	0.97715	0.97855	
46	M/F	0.96992	0.97157	0.97318	0.97475	0.97627	
47	M/F	0.96691	0.96870	0.97044	0.97214	0.97380	
48	M/F	0.96366	0.96559	0.96748	0.96932	0.97113	
49	M/F	0.96016	0.96224	0.96428	0.96628	0.96823	
50	M/F	0.95639	0.95863	0.96083	0.96299	0.96510	
51	M/F	0.95232	0.95473	0.95710	0.95943	0.96172	
52	M/F	0.94795	0.95053	0.95307	0.95558	0.95805	
53	M/F	0.94323	0.94599	0.94872	0.95142	0.95408	
54	M/F	0.93815	0.94109	0.94402	0.94691	0.94976	
55	M/F	0.93265	0.93580	0.93892	0.94202	0.94508	
56	M/F	0.92672	0.93006	0.93339	0.93670	0.93998	
57	M/F	0.92030	0.92385	0.92739	0.93092	0.93442	
58	M/F	0.91334	0.91710	0.92086	0.92461	0.92835	
59	M/F	0.90581	0.90978	0.91376	0.91775	0.92172	

60	M/F	0.89772	0.90190	0.90611	0.91033	0.91455
61	M/F	0.88905	0.89345	0.89788	0.90234	0.90682
62	M/F	0.87980	0.88442	0.88908	0.89377	0.89850
63	M/F	0.86993	0.87476	0.87964	0.88458	0.88956
64	M/F	0.85941	0.86444	0.86955	0.87473	0.87996
65	M/F	0.84825	0.85348	0.85881	0.86422	0.86970
66	M/F	0.83648	0.84191	0.84745	0.85309	0.85882
67	M/F	0.82418	0.82979	0.83553	0.84139	0.84736
68	M/F	0.81137	0.81716	0.82310	0.82917	0.83536
69	M/F	0.79807	0.80402	0.81014	0.81641	0.82283
70	M/F	0.78435	0.79046	0.79675	0.80321	0.80983
71	M/F	0.77034	0.77659	0.78303	0.78966	0.79648
72	M/F	0.75605	0.76243	0.76901	0.77581	0.78280
73	M/F	0.74137	0.74786	0.75457	0.76151	0.76867
74	M/F	0.72609	0.73268	0.73950	0.74658	0.75389
75	M/F	0.71010	0.71677	0.72369	0.73088	0.73832
76	M/F	0.69337	0.70010	0.70710	0.71439	0.72195
77	M/F	0.67604	0.68282	0.68988	0.69724	0.70489
78	M/F	0.65844	0.66524	0.67235	0.67977	0.68750
79	M/F	0.64080	0.64763	0.65476	0.66221	0.66999
80	M/F	0.62321	0.63003	0.63717	0.64464	0.65246

PA	P/S	AGE OF SECONDARY ANNUITANT					
AGE	SEX	65	66	67	68	69	
40	M/F	0.98818	0.98899	0.98976	0.99050	0.99120	
41	M/F	0.98683	0.98773	0.98858	0.98940	0.99017	
42	M/F	0.98534	0.98632	0.98726	0.98816	0.98902	
43	M/F	0.98369	0.98477	0.98580	0.98680	0.98774	
44	M/F	0.98187	0.98306	0.98420	0.98529	0.98633	
45	M/F	0.97990	0.98120	0.98244	0.98364	0.98479	
46	M/F	0.97774	0.97916	0.98053	0.98185	0.98310	
47	M/F	0.97541	0.97696	0.97845	0.97989	0.98127	
48	M/F	0.97287	0.97457	0.97620	0.97777	0.97928	
49	M/F	0.97013	0.97197	0.97375	0.97547	0.97712	
50	M/F	0.96716	0.96916	0.97110	0.97297	0.97477	
51	M/F	0.96395	0.96612	0.96822	0.97025	0.97222	
52	M/F	0.96046	0.96281	0.96509	0.96730	0.96944	
53	M/F	0.95668	0.95922	0.96169	0.96408	0.96640	
54	M/F	0.95256	0.95530	0.95798	0.96057	0.96309	
55	M/F	0.94809	0.95104	0.95392	0.95673	0.95946	
56	M/F	0.94321	0.94639	0.94949	0.95253	0.95548	
57	M/F	0.93788	0.94129	0.94463	0.94791	0.95110	
58	M/F	0.93205	0.93570	0.93929	0.94282	0.94626	
59	M/F	0.92567	0.92958	0.93343	0.93721	0.94092	

60	M/F	0.91875	0.92292	0.92704	0.93110	0.93508
61	M/F	0.91128	0.91572	0.92011	0.92445	0.92873
62	M/F	0.90323	0.90794	0.91261	0.91725	0.92182
63	M/F	0.89455	0.89954	0.90451	0.90944	0.91432
64	M/F	0.88522	0.89049	0.89575	0.90098	0.90618
65	M/F	0.87522	0.88077	0.88632	0.89187	0.89738
66	M/F	0.86460	0.87043	0.87628	0.88213	0.88796
67	M/F	0.85340	0.85950	0.86564	0.87179	0.87795
68	M/F	0.84166	0.84802	0.85444	0.86090	0.86737
69	M/F	0.82936	0.83598	0.84268	0.84943	0.85621
70	M/F	0.81659	0.82346	0.83042	0.83745	0.84455
71	M/F	0.80345	0.81055	0.81777	0.82508	0.83246
72	M/F	0.78998	0.79730	0.80475	0.81232	0.81999
73	M/F	0.77603	0.78356	0.79124	0.79906	0.80700
74	M/F	0.76141	0.76913	0.77702	0.78508	0.79328
75	M/F	0.74600	0.75389	0.76198	0.77025	0.77869
76	M/F	0.72976	0.73780	0.74607	0.75454	0.76321
77	M/F	0.71282	0.72100	0.72942	0.73807	0.74694
78	M/F	0.69551	0.70380	0.71235	0.72116	0.73021
79	M/F	0.67808	0.68645	0.69511	0.70405	0.71325
80	M/F	0.66059	0.66903	0.67777	0.68681	0.69614

PA	P/S	AGE OF	SECONDA	ARY ANNU	IITANT		
AGE	SEX	70	71	72	73	74	75
40	M/F	0.99187	0.99250	0.99309	0.99364	0.99416	0.99464
41	M/F	0.99091	0.99161	0.99226	0.99288	0.99345	0.99399
42	M/F	0.98984	0.99061	0.99133	0.99201	0.99265	0.99325
43	M/F	0.98864	0.98949	0.99030	0.99105	0.99176	0.99243
44	M/F	0.98732	0.98826	0.98915	0.98999	0.99077	0.99151
45	M/F	0.98588	0.98692	0.98790	0.98882	0.98969	0.99051
46	M/F	0.98430	0.98544	0.98653	0.98754	0.98850	0.98941
47	M/F	0.98259	0.98384	0.98503	0.98615	0.98721	0.98821
48	M/F	0.98072	0.98210	0.98341	0.98464	0.98580	0.98690
49	M/F	0.97870	0.98021	0.98164	0.98299	0.98427	0.98548
50	M/F	0.97650	0.97815	0.97972	0.98120	0.98261	0.98393
51	M/F	0.97410	0.97590	0.97762	0.97925	0.98079	0.98224
52	M/F	0.97149	0.97346	0.97533	0.97712	0.97881	0.98040
53	M/F	0.96864	0.97079	0.97283	0.97478	0.97663	0.97838
54	M/F	0.96552	0.96786	0.97009	0.97222	0.97424	0.97616
55	M/F	0.96210	0.96464	0.96708	0.96940	0.97161	0.97370
56	M/F	0.95834	0.96110	0.96375	0.96628	0.96870	0.97098
57	M/F	0.95420	0.95719	0.96007	0.96283	0.96546	0.96796
58	M/F	0.94961	0.95286	0.95598	0.95898	0.96185	0.96458
59	M/F	0.94454	0.94805	0.95144	0.95470	0.95782	0.96080

60	M/F	0.93898	0.94277	0.94644	0.94997	0.95337	0.95661
61	M/F	0.93292	0.93700	0.94096	0.94479	0.94847	0.95200
62	M/F	0.92631	0.93071	0.93498	0.93911	0.94309	0.94692
63	M/F	0.91913	0.92384	0.92843	0.93288	0.93719	0.94133
64	M/F	0.91131	0.91635	0.92127	0.92606	0.93070	0.93518
65	M/F	0.90284	0.90822	0.91349	0.91862	0.92362	0.92845
66	M/F	0.89376	0.89948	0.90510	0.91059	0.91594	0.92113
67	M/F	0.88408	0.89015	0.89612	0.90198	0.90770	0.91326
68	M/F	0.87384	0.88025	0.88658	0.89281	0.89890	0.90484
69	M/F	0.86301	0.86977	0.87646	0.88305	0.88953	0.89585
70	M/F	0.85166	0.85876	0.86581	0.87277	0.87962	0.88634
71	M/F	0.83990	0.84733	0.85472	0.86205	0.86928	0.87637
72	M/F	0.82773	0.83548	0.84322	0.85090	0.85850	0.86598
73	M/F	0.81502	0.82309	0.83116	0.83919	0.84716	0.85502
74	M/F	0.80158	0.80996	0.81835	0.82672	0.83505	0.84329
75	M/F	0.78727	0.79593	0.80464	0.81334	0.82202	0.83064
76	M/F	0.77203	0.78097	0.78997	0.79900	0.80803	0.81701
77	M/F	0.75600	0.76519	0.77447	0.78380	0.79315	0.80248
78	M/F	0.73947	0.74889	0.75842	0.76803	0.77769	0.78734
79	M/F	0.72268	0.73231	0.74207	0.75193	0.76186	0.77182
80	M/F	0.70572	0.71552	0.72548	0.73557	0.74575	0.75598

PA	P/S	AGE OF	SECONDA	RY ANNU	ITANT		
AGE	SEX	76	77	78	79	80	81
40	M/F	0.99509	0.99551	0.99590	0.99626	0.99660	0.99691
41	M/F	0.99449	0.99496	0.99539	0.99579	0.99617	0.99652
42	M/F	0.99381	0.99433	0.99481	0.99526	0.99568	0.99607
43	M/F	0.99304	0.99362	0.99416	0.99466	0.99513	0.99557
44	M/F	0.99220	0.99284	0.99344	0.99400	0.99452	0.99501
45	M/F	0.99127	0.99198	0.99264	0.99326	0.99385	0.99439
46	M/F	0.99025	0.99103	0.99177	0.99246	0.99311	0.99371
47	M/F	0.98913	0.99000	0.99082	0.99158	0.99230	0.99297
48	M/F	0.98792	0.98888	0.98978	0.99063	0.99142	0.99216
49	M/F	0.98661	0.98766	0.98865	0.98959	0.99046	0.99129
50	M/F	0.98517	0.98633	0.98742	0.98845	0.98942	0.99033
51	M/F	0.98361	0.98488	0.98609	0.98722	0.98828	0.98929
52	M/F	0.98190	0.98330	0.98462	0.98587	0.98704	0.98815
53	M/F	0.98002	0.98156	0.98301	0.98438	0.98568	0.98690
54	M/F	0.97796	0.97965	0.98124	0.98275	0.98417	0.98552
55	M/F	0.97567	0.97753	0.97928	0.98094	0.98251	0.98399
56	M/F	0.97314	0.97518	0.97710	0.97893	0.98065	0.98228
57	M/F	0.97032	0.97256	0.97467	0.97667	0.97857	0.98036
58	M/F	0.96717	0.96961	0.97193	0.97413	0.97622	0.97820
59	M/F	0.96363	0.96631	0.96885	0.97127	0.97357	0.97575

60	M/F	0.95970	0.96263	0.96541	0.96807	0.97060	0.97300
61	M/F	0.95536	0.95856	0.96161	0.96452	0.96730	0.96994
62	M/F	0.95058	0.95407	0.95739	0.96058	0.96363	0.96654
63	M/F	0.94530	0.94909	0.95272	0.95621	0.95955	0.96273
64	M/F	0.93948	0.94360	0.94754	0.95134	0.95500	0.95849
65	M/F	0.93309	0.93755	0.94183	0.94597	0.94995	0.95378
66	M/F	0.92614	0.93095	0.93559	0.94008	0.94442	0.94859
67	M/F	0.91864	0.92382	0.92883	0.93369	0.93840	0.94293
68	M/F	0.91060	0.91616	0.92156	0.92680	0.93189	0.93681
69	M/F	0.90200	0.90795	0.91374	0.91937	0.92486	0.93019
70	M/F	0.89287	0.89922	0.90541	0.91145	0.91736	0.92310
71	M/F	0.88330	0.89005	0.89665	0.90311	0.90943	0.91560
72	M/F	0.87330	0.88045	0.88746	0.89433	0.90109	0.90769
73	M/F	0.86273	0.87029	0.87770	0.88501	0.89220	0.89925
74	M/F	0.85139	0.85935	0.86719	0.87493	0.88257	0.89008
75	M/F	0.83913	0.84750	0.85575	0.86393	0.87204	0.88003
76	M/F	0.82588	0.83465	0.84332	0.85195	0.86052	0.86899
77	M/F	0.81173	0.82088	0.82997	0.83903	0.84806	0.85702
78	M/F	0.79694	0.80646	0.81595	0.82543	0.83492	0.84436
79	M/F	0.78174	0.79161	0.80147	0.81135	0.82127	0.83118
80	M/F	0.76620	0.77639	0.78659	0.79686	0.80719	0.81754

PA	P/S	AGE OF	SECONDA	RY ANNU	ITANT		
AGE	SEX	82	83	84	85	86	87
40	M/F	0.99720	0.99746	0.99770	0.99792	0.99812	0.99830
41	M/F	0.99685	0.99714	0.99741	0.99766	0.99788	0.99808
42	M/F	0.99644	0.99677	0.99707	0.99735	0.99760	0.99782
43	M/F	0.99589	0.99635	0.99669	0.99700	0.99728	0.99753
44	M/F	0.99547	0.99588	0.99626	0.99661	0.99692	0.99721
45	M/F	0.99490	0.99536	0.99579	0.99618	0.99653	0.99684
46	M/F	0.99428	0.99480	0.99527	0.99570	0.99609	0.99645
47	M/F	0.99360	0.99417	0.99470	0.99518	0.99562	0.99601
48	M/F	0.99286	0.99350	0.99408	0.99461	0.99510	0.99554
49	M/F	0.99205	0.99276	0.99341	0.99400	0.99453	0.99502
50	M/F	0.99118	0.99196	0.99267	0.99333	0.99392	0.99446
51	M/F	0.99022	0.99108	0.99187	0.99260	0.99325	0.99385
52	M/F	0.98918	0.99013	0.99100	0.99180	0.99253	0.99319
53	M/F	0.98803	0.98908	0.99004	0.99093	0.99173	0.99246
54	M/F	0.98677	0.98793	0.98899	0.98996	0.99085	0.99166
55	M/F	0.98537	0.98665	0.98782	0.98889	0.98987	0.99077
56	M/F	0.98380	0.98521	0.98651	0.98770	0.98878	0.98977
57	M/F	0.98205	0.98360	0.98504	0.98635	0.98755	0.98864
58	M/F	0.98006	0.98178	0.98336	0.98482	0.98615	0.98736
59	M/F	0.97780	0.97970	0.98146	0.98307	0.98454	0.98589

60	M/F	0.97527	0.97737	0.97931	0.98110	0.98273	0.98423
61	M/F	0.97244	0.97476	0.97691	0.97888	0.98070	0.98236
62	M/F	0.96928	0.97184	0.97422	0.97641	0.97842	0.98026
63	M/F	0.96575	0.96858	0.97120	0.97362	0.97584	0.97789
64	M/F	0.96181	0.96491	0.96780	0.97048	0.97294	0.97521
65	M/F	0.95741	0.96082	0.96400	0.96695	0.96968	0.97219
66	M/F	0.95257	0.95631	0.95980	0.96304	0.96605	0.96882
67	M/F	0.94727	0.95136	0.95519	0.95875	0.96205	0.96511
68	M/F	0.94153	0.94598	0.95016	0.95406	0.95768	0.96104
69	M/F	0.93530	0.94015	0.94469	0.94895	0.95291	0.95659
70	M/F	0.92862	0.93387	0.93881	0.94344	0.94776	0.95178
71	M/F	0.92155	0.92721	0.93256	0.93758	0.94227	0.94665
72	M/F	0.91408	0.92017	0.92594	0.93137	0.93645	0.94120
73	M/F	0.90609	0.91264	0.91884	0.92469	0.93018	0.93532
74	M/F	0.89739	0.90440	0.91106	0.91737	0.92329	0.92885
75	M/F	0.88782	0.89532	0.90246	0.90924	0.91562	0.92162
76	M/F	0.87729	0.88529	0.89293	0.90020	0.90707	0.91354
77	M/F	0.86582	0.87434	0.88250	0.89028	0.89764	0.90461
78	M/F	0.85366	0.86269	0.87136	0.87965	0.88753	0.89500
79	M/F	0.84097	0.85050	0.85968	0.86848	0.87686	0.88483
80	M/F	0.82780	0.83781	0.84749	0.85680	0.86568	0.87415

Exhibit A-2

Actuarial Table

PA	P/S	AG	SE OF SEC	CONDARY	ANNUITA	NT	
AGE	SEX	40	41	42	43	44	45
40	M/F	0.94000	0.94184	0.94370	0.94558	0.94747	0.94937
41	M/F	0.93486	0.93680	0.93876	0.94074	0.94273	0.94474
42	M/F	0.92935	0.93138	0.93344	0.93552	0.93763	0.93975
43	M/F	0.92347	0.92559	0.92775	0.92994	0.93215	0.93439
44	M/F	0.91723	0.91944	0.92169	0.92398	0.92631	0.92867
45	M/F	0.91062	0.91293	0.91528	0.91767	0.92011	0.92258
46	M/F	0.90366	0.90605	0.90850	0.91099	0.91354	0.91612
47	M/F	0.89634	0.89881	0.90135	0.90395	0.90660	0.90930
48	M/F	0.88865	0.89121	0.89384	0.89653	0.89929	0.90210
49	M/F	0.88059	0.88323	0.88594	0.88873	0.89159	0.89451
50	M/F	0.87215	0.87487	0.87767	0.88055	0.88350	0.88651
51	M/F	0.86332	0.86611	0.86899	0.87195	0.87501	0.87814
52	M/F	0.85409	0.85694	0.85990	0.86295	0.86609	0.86933
53	M/F	0.84443	0.84735	0.85037	085350	0.85673	0.86006
54	M/F	0.83433	0.83731	0.84040	0.84360	0.84691	0.85033
55	M/F	0.82376	0.82679	0.82994	0.83321	0.83660	0.84011
56	M/F	0.81269	0.81577	0.81898	0.82232	0.82578	0.82936

57	M/F	0.80110	0.80423	0.80748	0.81087	0.81440	0.81805
58	M/F	0.78894	0.79211	0.79541	0.79885	0.80243	0.80615
59	M/F	0.77621	0.77940	0.78274	0.78622	0.78985	0.79363
60	M/F	0.76294	0.76616	0.76953	0.77305	0.77672	0.78055
61	M/F	0.74918	0.75241	0.75581	0.75935	0.76306	0.76693
62	M/F	0.73492	0.73817	0.74158	0.74515	0.74889	0.75279
63	M/F	0.72017	0.72342	0.72684	0.73042	0.73418	0.73811
64	M/F	0.70491	0.70816	0.71158	0.71517	0.71894	0.72288
65	M/F	0.68919	0.69244	0.69585	0.69944	0.70321	0.70716
66	M/F	0.67311	0.67634	0.67974	0.68332	0.68708	0.69103
67	M/F	0.65675	0.65996	0.66334	0.66690	0.67065	0.67459
68	M/F	0.64019	0.64337	0.64673	0.65027	0.65399	0.65792
69	M/F	0.62344	0.62660	0.62992	0.63343	0.63713	0.64103
70	M/F	0.60663	0.60975	0.61304	0.61651	0.62017	0.62404
71	M/F	0.58989	0.59296	0.59621	0.59964	0.60327	0.60709
72	M/F	0.57324	0.57627	0.57947	0.58286	0.58644	0.59022
73	M/F	0.55656	0.55953	0.56269	0.56602	0.56955	0.57328
74	M/F	0.53964	0.54256	0.54565	0.54893	0.55240	0.55608
75	M/F	0.52237	0.52523	0.52827	0.53149	0.53489	0.53850
76	M/F	0.50477	0.50757	0.51054	0.51368	0.51702	0.52056
77	M/F	0.48699	0.48972	0.49262	0.49570	0.49896	0.50241
78	M/F	0.46938	0.47204	0.47486	0.47786	0.48104	0.48441

79	M/F	0.45215	0.45474	0.45748	0.46040	0.46350	0.46679
80	M/F	0.43535	0.43786	0.44053	0.44337	0.44638	0.44958

PA	P/S		AGE OF	SECONDA	RY ANNUIT	ANT	
AGE	SEX	46	47	48	49	50	51
40	M/F	0.95127	0.95316	0.95505	0.95693	0.95878	0.96062
41	M/F	0.94676	0.94878	0.95079	0.95280	0.95478	0.95675
42	M/F	0.94188	0.94403	0.94617	0.94831	0.95043	0.95254
43	M/F	0.93665	0.93892	0.94119	0.94346	0.94573	0.94798
44	M/F	0.93104	0.93344	0.93585	0.93826	0.94067	0.94307
45	M/F	0.92508	0.92761	0.93015	0.93270	0.93525	0.93780
46	M/F	0.91875	0.92140	0.92408	0.92678	0.92948	0.93218
47	M/F	0.91205	0.91483	0.91765	0.92048	0.92334	0.92619
48	M/F	0.90497	0.90788	0.91083	0.91381	0.91681	0.91983
49	M/F	0.89750	0.90054	0.90362	0.90675	0.90990	0.91307
50	M/F	0.88963	0.89280	0.89602	0.89928	0.90258	0.90591
51	M/F	0.88136	0.88464	0.88799	0.89139	0.89484	0.89833
52	M/F	0.87265	0.87605	0.87953	0.88307	0.88666	0.89030
53	M/F	0.86349	0.86701	0.87061	0.87428	0.87802	0.88181
54	M/F	0.85386	0.85748	0.86120	0.86500	0.86888	0.87282
55	M/F	0.84373	0.84746	0.85129	0.85521	0.85922	0.86331
56	M/F	0.83307	0.83689	0.84083	0.84487	0.84901	0.85324
57	M/F	0.82184	0.82576	0.82980	0.83395	0.83821	0.84257
58	M/F	0.81002	0.81402	0.81815	0.82240	0.82677	0.83126
59	M/F	0.79756	0.80164	0.80586	0.81021	0.81468	0.81928

60	M/F	0.78454	0.78868	0.79297	0.79741	0.80198	0.80669
61	M/F	0.77097	0.77517	0.77953	0.78404	0.78870	0.79350
62	M/F	0.75687	0.76112	0.76553	0.77011	0.77484	0.77973
63	M/F	074222	0.74651	0.75097	0.75560	0.76040	0.76536
64	M/F	0.72701	0.73133	0.73583	0.74050	0.74535	0.75038
65	M/F	0.71130	0.71564	0.72016	0.72487	0.72976	0.73483
66	M/F	0.69518	0.69952	0.70406	0.70879	0.71371	0.71882
67	M/F	0.67873	0.68308	0.68762	0.69236	0.69729	0.70242
68	M/F	0.66204	0.66638	0.67091	0.67565	0.68059	0.68573
69	M/F	0.64513	0.64944	0.65396	0.65869	0.66362	0.66876
70	M/F	0.62811	0.63240	0.63689	0.64159	0.64651	0.65164
71	M/F	0.61113	0.61537	0.61983	0.62451	0.62939	0.63450
72	M/F	0.59421	0.59841	0.60283	0.60747	0.61232	0.61739
73	M/F	0.57722	0.58138	0.58575	0.59033	0.59513	0.60016
74	M/F	0.55996	0.56406	0.56837	0.57290	0.57764	0.58261
75	M/F	0.54232	0.54635	0.55059	0.55505	0.55973	0.56464
76	M/F	0.52430	0.52825	0.53242	0.53681	0.54141	0.54624
77	M/F	0.50607	0.50995	0.51403	0.51833	0.52285	0.52759
78	M/F	0.48799	0.49178	0.49577	0.49998	0.50440	0.50904
79	M/F	0.47027	0.44397	0.47787	0.48198	0.48630	0.49084
80	M/F	0.45298	0.45658	0.46038	0.46439	0.46861	0.47305

PA	P/S		AGE OF SECONDARY ANNUITANT						
AGE	SEX	52	53	54	55	56	57		
40	M/F	0.96243	0.96420	0.96595	0.96766	0.96933	0.97096		
41	M/F	0.95870	0.96061	0.96249	0.96434	0.96615	0.96792		
42	M/F	0.95462	0.95668	0.95871	0.96070	0.96266	0.96457		
43	M/F	0.95021	0.95241	0.95459	0.95674	0.95885	0.96092		
44	M/F	0.94545	0.94781	0.95015	0.95245	0.95472	0.95695		
45	M/F	0.94034	0.94286	0.94536	0.94783	0.95027	0.95267		
46	M/F	0.93488	0.93756	0.94023	0.94287	0.94549	0.94807		
47	M/F	0.92905	0.93190	0.93474	0.93756	0.94036	0.94312		
48	M/F	0.92285	0.92587	0.92889	0.93189	0.93487	0.93782		
49	M/F	0.91626	0.91946	0.92265	0.92583	0.92900	0.93215		
50	M/F	0.90927	0.91263	0.91601	0.91938	0.92274	0.92609		
51	M/F	0.90185	0.90539	0.90894	0.91250	0.91606	0.91962		
52	M/F	0.89399	0.89770	0.90144	0.90519	0.90895	0.91270		
53	M/F	0.88565	0.88954	0.89345	0.89740	0.90136	0.90532		
54	M/F	0.87682	0.88088	0.88497	0.88910	0.89326	0.89744		
55	M/F	0.86746	0.87168	0.87596	0.88028	0.88463	0.88902		
56	M/F	0.85754	0.86192	0.86637	0.87087	0.87542	0.88002		
57	M/F	0.84702	0.85155	0.85616	0.86085	0.86559	0.87039		
58	M/F	0.83584	0.84053	0.84530	0.85015	0.85509	0.86009		
59	M/F	0.82400	0.82882	0.83374	0.83877	0.84388	0.84907		

60	M/F	0.81152	0.81647	0.82154	0.82672	0.83201	0.83739
61	M/F	0.79844	0.80352	0.80872	0.81405	0.81949	0.82505
62	M/F	0.78477	0.78995	0.79528	0.80074	0.80633	0.81205
63	M/F	0.77048	0.77576	0.78119	0.78677	0.79251	0.79838
64	M/F	0.75557	0.76093	0.76646	0.77215	0.77800	0.78402
65	M/F	0.74009	0.74552	0.75112	0.75691	0.76287	0.76900
66	M/F	0.72411	0.72960	0.73527	0.74114	0.74719	0.75343
67	M/F	0.70775	0.71328	0.71900	0.72493	0.73105	0.73738
68	M/F	0.69108	0.69663	0.70239	0.70836	0.71454	0.72094
69	M/F	0.67411	0.67968	0.68546	0.69146	0.69768	0.70413
70	M/F	0.65698	0.66254	0.66833	0.67434	0.68059	0.68707
71	M/F	0.63982	0.64537	0.65115	0.65716	0.66342	0.66992
72	M/F	0.62268	0.62820	0.63396	0.63996	0.64621	0.65271
73	M/F	0.60541	0.61090	0.61662	0.62259	0.62882	0.63531
74	M/F	0.58781	0.59325	0.59893	0.60485	0.61104	0.61750
75	M/F	0.56977	0.57514	0.58076	0.58663	0.59276	0.59918
76	M/F	0.55129	0.55659	0.56213	0.56792	0.57399	0.58033
77	M/F	0.53255	0.53776	0.54321	0.54892	0.55490	0.56116
78	M/F	0.51391	0.51902	0.52437	0.52998	0.53586	0.54203
79	M/F	0.49561	0.50061	0.50586	0.51136	0.51713	0.52319
80	M/F	0.47771	0.48260	0.48773	0.49312	0.49877	0.50471

PA	P/S	AGE OF SECONDARY ANNUITANT						
AGE	SEX	58	59	60	61	62	63	
40	M/F	0.97254	0.97409	0.97559	0.97704	0.97844	0.97980	
41	M/F	0.96964	0.97132	0.97295	0.97454	0.97608	0.97756	
42	M/F	0.96644	0. 96827	0.97005	0.97178	0.97345	0.97508	
43	M/F	0.96294	0. 96493	0.96686	0.96874	0.97057	0.97235	
44	M/F	0.95914	0. 96129	0.96339	0.96543	0.96742	0.96936	
45	M/F	0.95503	0. 95735	0.95962	0.96184	0.96400	0.96611	
46	M/F	0.95061	0. 95310	0.95555	0.95796	0.96030	0.96259	
47	M/F	0.94585	0.94853	0.95117	0.95377	0.95631	0.95879	
48	M/F	0.94074	0.94362	0.94646	0.94926	0.95200	0.95468	
49	M/F	0.93527	0.93836	0.94140	0.94441	0.94736	0.95026	
50	M/F	0.92942	0.93271	0.93597	0.93920	0.94237	0.94549	
51	M/F	0.92315	0.92667	0.93015	0.93360	0.93700	0.94036	
52	M/F	0.91646	0.92019	0.92390	0.92758	0.93123	0.93482	
53	M/F	0.90929	0.91325	0.91720	0.92112	0.92501	0.92886	
54	M/F	0.90163	0.90582	0.91000	0.91417	0.91831	0.92242	
55	M/F	0.89343	0.89785	0.90227	0.90669	0.91110	0.91548	
56	M/F	0.88465	0.88930	0.89397	0.89864	0.90331	0.90796	
57	M/F	0.87524	0.88012	0.88503	0.88996	0.89490	0.89983	
58	M/F	0.86515	0.87026	0.87541	0.88060	0.88581	0.89103	
59	M/F	0.85434	0.85968	0.86507	0.87051	0.87599	0.88149	

60	M/F	0.84286	0.84841	0.85404	0.85973	0.86547	0.87126
61	M/F	0.83071	0.83647	0.84233	0.84826	0.85427	0.86033
62	M/F	0.81790	0.82386	0.82993	0.83610	0.84236	0.84870
63	M/F	0.80439	0.81054	0.81681	0.82321	0.82971	0.83632
64	M/F	0.79018	0.79650	0.80297	0.80957	0.81631	0.82317
65	M/F	0.77531	0.78178	0.78842	0.79522	0.80217	0.80927
66	M/F	0.75985	0.76647	0.77326	0.78024	0.78739	0.79471
67	M/F	0.74391	0.75064	0.75758	0.76471	0.77205	0.79957
68	M/F	0.72755	0.73439	0.74144	0.74872	0.75621	0.76392
69	M/F	0.71081	0.71773	0.72488	0.73227	0.73990	0.74777
70	M/F	0.69380	0.70078	0.70801	0.71550	0.72325	0.73125
71	M/F	0.67668	0.68370	0.69099	0.69855	0.70639	0.71452
72	M/F	0.65949	0.66653	0.67386	0.68148	0.68939	0.69761
73	M/F	0.64208	0.64913	0.65648	0.66413	0.67209	0.68038
74	M/F	0.62425	0.63129	0.63863	0.64629	0.65428	0.66261
75	M/F	0.60588	0.61288	0.62020	0.62785	0.63584	0.64419
76	M/F	0.58697	0.59392	0.60120	0.60881	0.61678	0.62512
77	M/F	0.56772	0.57459	0.58180	0.58935	0.59727	0.60557
78	M/F	0.54849	0.55527	0.56239	0.56986	0.57771	0.58595
79	M/F	0.52955	0.53622	0.54324	0.55061	0.55837	0.56653
80	M/F	0.51095	0.51751	0.52441	0.53168	0.53933	0.54738

PA	P/S		AGE OF SECONDARY ANNUITANT						
AGE	SEX	64	65	66	67	68	69		
40	M/F	0.98111	0.98237	0.98357	0.98472	0.98582	0.98686		
41	M/F	0.97900	0.98038	0.98171	0.98297	0.98418	0.98533		
42	M/F	0.97665	0.97817	0.97962	0.98102	0.98235	0.98362		
43	M/F	0.97407	0.97573	0.97733	0.97886	0.98032	0.98172		
44	M/F	0.97124	0.97306	0.97480	0.97648	0.97810	0.97964		
45	M/F	0.96816	0.97014	0.97206	0.97390	0.97566	0.97735		
46	M/F	0.96482	0.96698	0.96907	0.97108	0.97301	0.97487		
47	M/F	0.96121	0.96356	0.96583	0.96803	0.97014	0.97217		
48	M/F	0.95730	0.95986	0.96233	0.96472	0.96702	0.96924		
49	M/F	0.95309	0.95586	0.95854	0.96114	0.96365	0.96606		
50	M/F	0.94855	0.95154	0.95445	0.95727	0.95999	0.96263		
51	M/F	0.94365	0.94688	0.95002	0.95307	0.95603	0.95889		
52	M/F	0.93837	0.94184	0.94523	0.94853	0.95174	0.95484		
53	M/F	0.93266	0.93639	0.94005	0.94361	0.94708	0.95044		
54	M/F	0.92649	0.93050	0.93442	0.93826	0.94200	0.94564		
55	M/F	0.91982	0.92410	0.92832	0.93244	0.93648	0.94040		
56	M/F	0.91259	0.91717	0.92168	0.92611	0.93044	0.93468		
57	M/F	0.90475	0.90963	0.91445	0.91919	0.92384	0.92840		
58	M/F	0.89624	0.90142	0.90656	0.91162	0.91661	0.92150		
59	M/F	0.88701	0.89250	0.89796	0.90336	0.90869	0.91393		

60	M/F	0.87708	0.88289	0.88867	0.89441	0.90009	0.90569
61	M/F	0.86645	0.87257	0.87869	0.88477	0.89080	0.89677
62	M/F	0.85510	0.86154	0.86798	0.87441	0.88080	0.88714
63	M/F	0.84301	0.84975	0.85652	0.86329	0.87004	0.87676
64	M/F	0.83013	0.83717	0.84426	0.85137	0.85848	0.86557
65	M/F	0.81650	0.82383	0.83122	0.83866	0.84612	0.85359
66	M/F	0.80219	0.80978	0.81747	0.82523	0.83303	0.84086
67	M/F	0.78727	0.79512	0.80309	0.81114	0.81927	0.82746
68	M/F	0.77183	0.77991	0.78813	0.79647	0.80491	0.81343
69	M/F	0.75587	0.76416	0.77262	0.78122	0.78995	0.79879
70	M/F	0.73951	0.74799	0.75666	0.76551	0.77451	0.78364
71	M/F	0.72292	0.73156	0.74042	0.74948	0.75872	0.76812
72	M/F	0.70612	0.71490	0.72393	0.73317	0.74263	0.75228
73	M/F	0.68898	0.69788	0.70704	0.71645	0.72610	0.73597
74	M/F	0.67128	0.68026	0.68953	0.69908	0.70890	0.71896
75	M/F	0.65290	0.66193	0.67129	0.68094	0.69089	0.70111
76	M/F	0.63383	0.64289	0.65229	0.66202	0.67206	0.68241
77	M/F	0.61426	0.62332	0.63273	0.64250	0.65260	0.66305
78	M/F	0.59459	0.60362	0.61302	0.62278	0.63292	0.64341
79	M/F	0.57510	0.58407	0.59342	0.60316	0.61329	0.62381
80	M/F	0.55586	0.56475	0.57404	0.58372	0.59382	0.60432

PA	P/S	AGE OF SECONDARY ANNUITANT						
AGE	SEX	70	71	72	73	74	75	
40	M/F	0.98785	0.98879	0.98967	0.99049	0.99127	0.99199	
41	M/F	0.98643	0.98746	0.98844	0.98935	0.99021	0.99101	
42	M/F	0.98483	0.98597	0.98705	0.98807	0.98902	0.98991	
43	M/F	0.98306	0.98432	0.98551	0.98664	0.98769	0.98868	
44	M/F	0.98110	0.98250	0.98382	0.98506	0.98623	0.98732	
45	M/F	0.97897	0.98050	0.98195	0.98332	0.98461	0.98583	
46	M/F	0.97664	0.97832	0.97992	0.98143	0.98286	0.98419	
47	M/F	0.97411	0.97596	0.97771	0.97937	0.98094	0.98241	
48	M/F	0.97136	0.97339	0.97531	0.97714	0.97886	0.98048	
49	M/F	0.96838	0.97060	0.97271	0.97471	0.97659	0.97837	
50	M/F	0.96515	0.96757	0.96988	0.97207	0.97414	0.97609	
51	M/F	0.96165	0.96429	0.96680	0.96919	0.97146	0.97360	
52	M/F	0.95784	0.96071	0.96345	0.96606	0.96854	0.97088	
53	M/F	0.95369	0.95681	0.95980	0.96265	0.96535	0.96791	
54	M/F	0.94916	0.95255	0.95580	0.95890	0.96186	0.96465	
55	M/F	0.94421	0.94789	0.95142	0.95479	0.95801	0.96106	
56	M/F	0.93879	0.94277	0.94660	0.95026	0.95377	0.95710	
57	M/F	0.93283	0.93713	0.94128	0.94526	0.94907	0.95270	
58	M/F	0.92627	0.93091	0.93539	0.93971	0.94384	0.94779	
59	M/F	0.91906	0.92405	0.92889	0.93355	0.93804	0.94233	

60	M/F	0.91118	0.91655	0.92176	0.92679	0.93165	0.93630
61	M/F	0.90264	0.90839	0.91398	0.91941	0.92465	0.92969
62	M/F	0.89340	0.89954	0.90553	0.91136	0.91700	0.92244
63	M/F	0.88340	0.88995	0.89635	0.90259	0.90865	0.91451
64	M/F	0.87261	0.87956	0.88638	0.89304	0.89953	0.90583
65	M/F	0.86102	0.86837	0.87561	0.88271	0.88964	0.89638
66	M/F	0.84868	0.85644	0.86410	0.87163	0.87900	0.88619
67	M/F	0.83565	0.84380	0.85188	0.85984	0.86766	0.87530
68	M/F	0.82198	0.83052	0.83901	0.84739	0.85565	0.86375
69	M/F	0.80769	0.81660	0.82547	0.83427	0.84296	0.85151
70	M/F	0.79286	0.80212	0.81137	0.82057	0.82969	0.83867
71	M/F	0.77764	0.78724	0.79684	0.80642	0.81594	0.82536
72	M/F	0.76208	0.77198	0.78192	0.79186	0.80177	0.81159
73	M/F	0.74603	0.75620	0.76646	0.77673	0.78701	0.79723
74	M/F	0.72924	0.73967	0.75021	0.76080	0.77142	0.78201
75	M/F	0.71158	0.72224	0.73303	0.74391	0.75485	0.76579
76	M/F	0.69304	0.70389	0.71490	0.72603	0.73726	0.74852
77	M/F	0.67379	0.68479	0.69598	0.70733	0.71881	0.73035
78	M/F	0.65424	0.66535	0.67669	0.68821	0.69989	0.71167
79	M/F	0.63468	0.64586	0.65730	0.66895	0.68080	0.69278
80	M/F	0.61520	0.62642	0.63792	0.64967	0.66164	0.67378

PA	P/S		AGE O	F SECONDA	ARY ANNUI	ΓΑΝΤ	
AGE	SEX	76	77	78	79	80	81
40	M/F	0.99266	0.99328	0.99386	0.99440	0.99490	0.99537
41	M/F	0.99176	0.99245	0.99310	0.99370	0.99427	0.99479
42	M/F	0.99074	0.99151	0.99223	0.99291	0.99354	0.99412
43	M/F	0.98960	0.99046	0.99126	0.99201	0.99272	0.99337
44	M/F	0.98834	0.98930	0.99019	0.99102	0.99180	0.99253
45	M/F	0.98696	0.98801	0.98900	0.98993	0.99080	0.99161
46	M/F	0.98544	0.98661	0.98770	0.98873	0.98969	0.99060
47	M/F	0.98379	0.98508	0.98629	0.98742	0.98849	0.98949
48	M/F	0.98200	0.98342	0.98475	0.98600	0.98718	0.98829
49	M/F	0.98004	0.98161	0.98308	0.98446	0.98576	0.98699
50	M/F	0.97792	0.97964	0.98126	0.98278	0.98421	0.98556
51	M/F	0.97561	0.97750	0.97927	0.98095	0.98253	0.98402
52	M/F	0.97309	0.97516	0.97711	0.97895	0.98069	0.98232
53	M/F	0.97033	0.97260	0.97473	0.97676	0.97867	0.98047
54	M/F	0.96729	0.96978	0.97213	0.97435	0.97645	0.97843
55	M/F	0.96395	0.96667	0.96924	0.97168	0.97399	0.97617
56	M/F	0.96025	0.96323	0.96605	0.96872	0.97126	0.97365
57	M/F	0.95614	0.95939	0.96248	0.96541	0.96820	0.97083
58	M/F	0.95155	0.95510	0.95848	0.96169	0.96475	0.96765
59	M/F	0.94642	0.95030	0.95399	0.95751	0.96087	0.96406

60	M/F	0.94074	0.94497	0.94900	0.95286	0.95654	0.96005
61	M/F	0.93451	0.93910	0.94350	0.94771	0.95174	0.95558
62	M/F	0.92766	0.93265	0.93742	0.94201	0.94642	0.95063
63	M/F	0.92014	0.92554	0.93072	0.93572	0.94052	0.94512
64	M/F	0.91189	0.91771	0.92333	0.92875	0.93398	0.93900
65	M/F	0.90288	0.90916	0.91522	0.92108	0.92676	0.93223
66	M/F	0.89315	0.89988	0.90640	0.91274	0.91888	0.92482
67	M/F	0.88273	0.88993	0.89692	0.90373	0.91036	0.91678
68	M/F	0.87164	0.87930	0.88677	0.89407	0.90120	0.90812
69	M/F	0.85986	0.86800	0.87595	0.88375	0.89138	0.89881
70	M/F	0.84748	0.85609	0.86452	0.87281	0.88096	0.88892
71	M/F	0.83461	0.84368	0.85259	0.86138	0.87003	0.87852
72	M/F	0.82128	0.83079	0.84018	0.84946	0.85863	0.86764
73	M/F	0.80732	0.81728	0.82712	0.83689	0.84657	0.85612
74	M/F	0.79251	0.80289	0.81319	0.82343	0.83363	0.84371
75	M/F	0.77666	0.78745	0.79818	0.80890	0.81960	0.83022
76	M/F	0.75974	0.77091	0.78206	0.79323	0.80442	0.81557
77	M/F	0.74189	0.75340	0.76493	0.77653	0.78818	0.79984
78	M/F	0.72349	0.73531	0.74719	0.75917	0.77126	0.78339
79	M/F	0.70483	0.71691	0.72909	0.74142	0.75390	0.76648
80	M/F	0.68601	0.69832	0.71075	0.72338	0.73621	0.74919

PA	P/S		AGE OF	SECONDA	ARY ANNUI	ΓΑΝΤ	
AGE	SEX	82	83	84	85	86	87
40	M/F	0.99580	0.99620	0.99656	0.99689	0.99718	0.99744
41	M/F	0.99528	0.99572	0.99612	0.99649	0.99682	0.99712
42	M/F	0.99467	0.99516	0.99562	0.99603	0.99640	0.96674
43	M/F	0.99398	0.99454	0.99504	0.99551	0.99592	0.99630
44	M/F	0.99321	0.99384	0.99440	0.99492	0.99539	0.99581
45	M/F	0.99237	0.99306	0.99370	0.99427	0.99480	0.99527
46	M/F	0.99144	0.99221	0.99292	0.99356	0.99415	0.99468
47	M/F	0.99043	0.99129	0.99207	0.99279	0.99344	0.99403
48	M/F	0.98932	0.99028	0.99115	0.99194	0.99266	0.99332
49	M/F	0.98813	0.98918	0.99014	0.99102	0.99182	0.99255
50	M/F	0.98682	0.98799	0.98905	0.99002	0.99091	0.99172
51	M/F	0.98540	0.98669	0.98786	0.98894	0.98992	0.99081
52	M/F	0.98385	0.98527	0.98656	0.98775	0.98883	0.98982
53	M/F	0.98215	0.98371	0.98514	0.98645	0.98764	0.98873
54	M/F	0.98028	0.98200	0.98357	0.98502	0.98634	0.98754
55	M/F	0.97821	0.98010	0.98184	0.98343	0.98489	0.98621
56	M/F	0.97590	0.97798	0.97990	0.98166	0.98327	0.98473
57	M/F	0.97331	0.97561	0.97772	0.97966	0.98144	0.98306
58	M/F	0.97038	0.97291	0.97525	0.97740	0.97936	0.98116
59	M/F	0.96706	0.96986	0.97244	0.97482	0.97699	0.97899

60	M/F	0.96335	0.96643	0.96928	0.97191	0.97432	0.97653
61	M/F	0.95922	0.96261	0.96575	0.96866	0.97133	0.97378
62	M/F	0.95462	0.95835	0.96182	0.96502	0.96797	0.97068
63	M/F	0.94950	0.95359	0.95741	0.96094	0.96420	0.96720
64	M/F	0.94378	0.94828	0.95247	0.95636	0.95995	0.96327
65	M/F	0.93745	0.94237	0.94696	0.95124	0.95519	0.95885
66	M/F	0.93050	0.93586	0.94089	0.94557	0.94992	0.95395
67	M/F	0.92294	0.92877	0.93425	0.93937	0.94414	0.94856
68	M/F	0.91478	0.92111	0.92706	0.93264	0.93784	0.94268
69	M/F	0.90599	0.91283	0.91927	0.92533	0.93099	0.93627
70	M/F	0.89662	0.90398	0.91094	0.91749	0.92363	0.92937
71	M/F	0.88676	0.89465	0.90213	0.90920	0.91583	0.92205
72	M/F	0.87643	0.88486	0.89287	0.90047	0.90761	0.91431
73	M/F	0.86545	0.87444	0.88300	0.89114	0.89880	0.90602
74	M/F	0.85360	0.86315	0.87228	0.88097	0.88918	0.89694
75	M/F	0.84067	0.85079	0.86050	0.86977	0.87855	0.88687
76	M/F	0.82657	0.83727	0.84756	0.85742	0.86679	0.87569
77	M/F	0.81139	0.82265	0.83353	0.84398	0.85394	0.86343
78	M/F	0.79546	0.80726	0.81870	0.82973	0.84028	0.85035
79	M/F	0.77902	0.79134	0.80331	0.81489	0.82601	0.83666
80	M/F	0.76217	0.77497	0.78744	0.79955	0.81121	0.82240

Exhibit B

Monthly Normal Retirement Benefit Payable to Participants of Contributing Employers Following Particular Contribution Schedules

The tables below show the monthly Normal Retirement Benefits payable to Participants employed by Contributing Employers required, pursuant to Collective Bargaining terms, to contribute to the Plan according to the contribution schedules reflected in Tables 1 and 2, below.

The first three columns (left to right) of Tables 1 and 2 reflect the amounts the Contributing Employers are required, under applicable Collective Bargaining Agreements, to contribute on behalf of full-time and part-time employees for the specified contribution periods. The column entitled "Applicable Benefit Rate" indicates the monthly Normal Retirement Benefit corresponding to the employer contribution rates for each contribution period, and payable to Participants who work for the Contributing Employers during those contribution periods.

TABLE 1

Contribution Periods	Employer Contribution Rate (Full-Time Employees)	Employer Contribution Rate (Part-Time Employees)	Applicable Benefit Rate	
8/1/1975 to 9/4/1976	\$13.00	\$0.00	\$8.00	
9/5/1976 to 7/30/1977	\$15.00	\$0.00	\$8.00	
7/31/1977 to 7/29/1978	\$19.00	\$0.05 per hour	\$10.00	
7/30/1978 to 7/28/1979	\$23.00	\$0.10 per hour	\$12.00	
7/29/1979 to 2/29/2000	\$27.00	\$0.10 per hour	\$14.00	
2/28/1989 to 11/26/2000	\$9.00	\$0.00	\$8.00	
3/1/1989 to 2/28/1991	\$9.00	\$0.00	\$11.33	

3/1/1991 to 7/31/1995	\$9.00	\$0.00	\$13.33
8/1/1995 to 1/3/1997	\$19.00	\$0.00	\$15.33
2/1/1997 to 7/31/1998	\$23.00	\$0.00	\$17.33
8/1/1998 to 7/30/2000	\$27.00	\$0.00	\$21.33
3/1/2000 to 11/25/2000	\$27.00	\$0.10 per hour	\$16.00
7/31/2000 to 8/1/2004	\$44.00	\$0.23 per hour	\$25.33
8/2/2004 to 7/31/2005	\$48.40	\$0.34 per hour	\$28.33
8/1/2005 to 7/30/2006	\$52.80	\$0.45 per hour	28.33
7/31/2006 to 7/25/2010	\$58.40	\$0.59 per hour	\$31.33
7/26/2010 to 8/2/2010	\$61.00	\$8.00 per week	\$52.00

TABLE 2

Contribution Periods	Employer Contribution Rate (Full-Time Employees)	Employer Contribution Rate (Part-Time Employees)	Applicable Benefit Rate	
8/1/1994 to 7/31/1996	\$9.00	\$0.00	\$13.33	
8/1/1996 to 1/31/1997	\$19.00	\$0.00	\$15.33	
2/1/1997 to 7/31/1998	\$23.00	\$0.00	\$17.33	
8/1/1998 to 7/31/2000	\$27.00	\$0.00	\$21.33	
8/1/2000 to 8/1/2004	\$27.00	\$0.10 per hour	\$21.33	
8/2/2004 to 7/31/2005	\$31.40	\$0.21 per hour	\$24.33	
8/1/2005 to 7/30/2006	\$35.80	\$0.32 per hour	\$24.33	
7/31/2006 to 7/25/2010	\$41.40	\$0.46 per hour	\$27.33	
7/26/2010 to 8/2/2010	\$44.00	\$0.46 per hour	\$31.33	

	-	•		•	