SUMMARY PLAN DESCRIPTION
OF THE
BAKERY AND CONFECTIONERY UNION
AND
INDUSTRY INTERNATIONAL PENSION FUND

(UNITED STATES)

STATEMENT FROM TRUSTEES

The Pension Plan is governed by a legal document that is sometimes difficult to understand. The plan is complex for several reasons:

- It covers tens of thousands of participants throughout the United States.
- It covers participants in very large shops employing thousands of employees and it covers one or two employees working in a small retail shop.
- It covers employees who have been in the trade for many years and it covers employees who have recently begun to work at the trade.
- It covers women and men, older participants and younger ones, those who have worked steadily and those who have had long periods of absence from the trade.
- It provides many levels and types of benefits that groups have bargained for over a long period of years.
- The Trustees have set a goal of treating all those groups and all those conditions evenly and fairly.

To treat all groups evenly and fairly many complicated rules had to be written. This booklet is an effort by the Trustees to explain to you, the participant, how those rules affect you.

HOW TO USE THIS BOOK

This book contains a Summary Plan Description of the Rules and Regulations governing the Bakery and Confectionery Union and Industry International Pension Fund and the Rules and Regulations of the Bakery and Confectionery Union and Industry International Pension Fund.

The first section of this book contains the Summary Plan Description (SPD) of the Rules and Regulations governing the Bakery and Confectionery Union and Industry Pension Fund. The second section of the book contains the specific Rules and Regulations of the Pension Fund. These Rules and Regulations, and not the Summary Plan Description, establish your rights, although the Summary Plan Description is as accurate as we can make it. In the event of any conflict or ambiguity, the Rules and Regulations govern.

Este libro contiene un resumen en Ingles de sus derechos y beneficios en este Plan bajo el Bakery and Confectionery Union & Industry International Pension Fund. Si tiene dificultad entendiendo cualquier parte de este libro, puede escribir a Robert J. Bergin, o a John A. Beck, 10401 Connecticut Avenue, Kensington, Maryland 20895-3960. Tambien puede llamar a la oficina a (301) 468- 3700 para ayuda entre las horas de 8:00 a 4:00, lunes a viernes.

Everyone that is a **participant** is covered by **Plan A.** There are several additional plans by which you may also be covered.

Please refer to your contract which is available from your local union. It will tell you:

1. The Benefit Level in effect at the present time in your shop;

2. Which additional Plans besides **Plan A** you are covered by. In reading the book pay particular attention to those plans by which you are covered. If you are covered by **Plan G** (Golden 80) you don't have to read the section on **Plan C** (Golden 90) since **Plan G** grants benefits sooner.

For your reference, we have included examples of pension calculations at the end of the Summary Plan Description. We want to point out that these pension calculations are for reference only. When you retire, the Fund Office will make the determination of your actual monthly benefit, including any supplements to which you may be entitled.

For your information, we have noted (at the back of this book) Article and Section changes and/or additions, that were made to the Summary Plan Description and Rules and Regulations from January 1997 through December 2009.

THREE IMPORTANT QUESTIONS

There are three important questions which you need to answer regarding the Bakery and Confectionery Union and Industry International Pension Plan.

1. **ARE YOU A PARTICIPANT?**
2. **ARE YOU VESTED?**
3. **HOW MUCH PENSION BENEFIT WILL YOU RECEIVE WHEN YOU RETIRE?**

Of course, there are many more details which we will talk about in this booklet, but let's answer the big ones first.

1. ARE YOU A PARTICIPANT?

You become a **participant** in the Fund either on January 1st or July 1st of any year after you have worked 750 hours within a twelve consecutive month period in **Covered** Employment.

Covered Employment happens when you work in a job classification that is covered by a Collective Bargaining Agreement that requires the employer to make contributions on your behalf to the Bakery and Confectionery Union and Industry International Pension Fund. For example: a person hired on September 1, 1990, and who works 750 hours in covered employment as of September 1, 1991, will become a participant on January 1, 1992. You then continue to be a participant until:

1. You fail to complete 375 hours of service in any calendar year (you then have a one-year break in service).
2. Or your employer is no longer obligated to contribute to the Fund on your behalf.

Please Note: If you are vested (see below) you will continue to be a participant for life although you will not be credited with additional years of service unless you are working in covered employment.

If you are self-employed in the bakery or confectionery industry or an officer, partner, or owner of a contributing employer, you cannot be covered by the Fund. In some circumstances, you will be considered an owner of any interest that your wife, husband, or child owns. Section 1.09 of the Rules and Regulations explains this rule in detail.

2. ARE YOU VESTED?

Vesting is a special pension word that often causes confusion. What it means is entitlement. If you are vested you are entitled to **some** pension benefits at the time you retire but not until you're age 65 (or at an earlier age if you are covered under certain plans of benefits offered by the Fund). **How much** you are entitled to receive is answered below and on pages 6, 7, 8 and 9.

The Bakery and Confectionery Union and Industry International Pension Fund has a ten year or five year vesting requirement (depending on the date of your last Covered Employment) which is called "cliff vesting". It means that once you have ten or five "vesting" years you are entitled to **some** benefit when you retire. How much that benefit will be depends on the pension credits you have accumulated when you stop work. It's important to remember that a "vesting" year is **not** the same as a year of pension credit. You get credit for a "vesting" year if you work for more than 750 hours in a calendar year after your employer began contributions to the Fund (750 hours is less than six months but you still get credit for a "vesting" year.)

When you earn ten "vesting" years without a break in service you have earned a benefit which will be paid to you when you retire, but not before age 65. If you do not have ten "vesting" years of credit and leave covered employment prior to age 55 you are not entitled to any benefits unless you have 15 years of credited service and are covered by **Plan B** or qualify for a disability pension.

If you earn more than one Hour of Service in Covered Employment under the Fund on or after January 1, 1999, you are governed by the five-year cliff vesting requirement. This means that you only have to earn five years of vesting service, without a break in service, to be entitled to some benefit when you retire. The rules for calculating the number of years of vesting service you have earned and all other rules regarding vesting remain the same as outlined above.

Please Note: If you left covered employment prior to 1976 see **Special Note.**

SPECIAL NOTE

This page discusses **vesting credit.** The rules on the next page discuss **pension credit,** which is different. **Special Note:** You are not entitled to any *vesting service credit* for the following periods:

1. Years preceding a Break-in-Service (see page 4) for periods prior to January 1, 1976;
2. Years preceding a Break-in-Service after January 1, 1976 which has not been excused;
3. Years prior to 1976 if you were not 51 years old and you failed to earn more than 62 days of pension credit in 1975, unless you earned one year of vesting service in any year after 1975, prior to incurring a one year Break-in-Service which has not been excused. (These years will not be excluded from vesting service if certain exceptions to the break rule apply to this service);
4. Years before January 1, 1971 unless you earned at least three years of vesting service after December 31, 1970.
5. Past Service Credit—You are not entitled to any vesting service prior to the Contribution Date of your employer with the Fund, except as provided by Article V, Section 5.07(b) of the Rules and Regulations.

3. HOW MUCH PENSION BENEFIT WILL YOU RECEIVE WHEN YOU RETIRE?

The amount you will receive depends on four things:

1. The benefit level that is in effect in your contract (Collective Bargaining Agreement) when you stop working. (You must have 504 hours of credit under that level.)
2. The amount of Pension Credit you have earned at the time you stop working (see pages 2 and 3.)
3. Your age at the time you apply for a pension.
4. Whether or not you and your spouse choose to receive your pension for your lifetime and the lifetime of your spouse, for your lifetime only, or for a guaranteed period of time. (See pages 13, 14 and 15 for a discussion of these alternatives.)

PENSION CREDIT

Your Pension Credit is the most important factor, along with your age and your benefit level, in determining how much money you will receive when you retire.

Pension Credit is a combination of Past Service (also called "Pre-Plan Service") and Future Service (also called "Plan Service") Credit.

a. Past Service Credit is credit you receive for the periods of time you were employed in the industry before your employer or employers began to contribute to the Pension Fund on your behalf. (Please note: You are not entitled to Vesting Service for periods prior to the Contribution Date of your employer with the Fund, except as granted under Article V, Section 5.07(b) of the Rules and Regulations).

b. Future Service Credit is credit you receive for periods of time you were employed in the Industry after your employer or employers began to contribute to the Pension Fund on your behalf.

The Fund Office will tell you exactly how many years and months of Plan Pension Credit you have received up to now if you send in an evaluation form which is available from your Local Union Office or the Fund Office. You are entitled to an evaluation once a year upon request.

PAST SERVICE CREDIT

Past Service Credit is granted for the period of time you worked for an employer immediately before he was obliged to make contributions to the Fund.

If the date of your first Contributing Employer's first contribution to the Plan is before August 1, 2004, generally, you will receive one year of Past Service Credit for each year you worked for more than 135 days for an employer or other employers in the Industry that had a Collective Bargaining Agreement with a Local Union of the Bakery, Confectionery, Tobacco Workers and Grain Millers International Union (or one of its predecessors).

You will receive such credit for the time you were working in a job classification covered by a Collective Bargaining Agreement with a Local of the Bakery, Confectionery, Tobacco Workers and Grain Millers International Union if you worked for 135 days in each of the three years immediately preceding the date your employer became a contributor to the Fund. The Plan has some special provisions that may provide you with additional past service credit if your employment history followed certain particular patterns.

If the date of your first Contributing Employer's first contribution to the Plan is on or after August 1, 2004, your Past Service Credit will be determined as follows:

a. If the Contribution date of your first contributing employer occurs during the term of the first collective bargaining agreement between your employer and a BCTGM Local Union, generally, you will receive one year of Past Service Credit for each year you worked for more than 135 days for an employer or other employers in the Industry that had a Collective Bargaining Agreement with a Local Union of the Bakery, Confectionery, Tobacco Workers and Grain Millers International Union (or one of its predecessors). You will receive such credit for the time you were working in a job classification covered by a Collective Bargaining Agreement with a Local of the Bakery, Confectionery, Tobacco Workers and Grain Millers International Union if you worked for 135 days in each of the three years immediately preceding the date your employer became a contributor to the Fund. The Plan has some special provisions that may provide you with additional past service if your employment history followed certain particular patterns.

b. If the Contribution Date of your first Contributing Employer does not occur during the first collective bargaining agreement between the Contributing Employer and a BCTGM Local Union, you will receive Past Service Credit in monthly increments but it will be limited to the lesser of:

   1. The number of years and months of Future Service Credit you earned during the Contribution Period or
   2. 7½ years.

   For example, if you worked in the industry for 10 years prior to the Contribution Date of your first Contributing Employer and you subsequently earned 5 years of future service credit after the Contribution Date, you would receive 5 years of Past Service Credit.

c. If you or your job classification are added to an existing collective bargaining agreement between a Contributing Employer and a BCTGM Local Union after that Contributing Employer's Contribution Date, you will receive past service credit in monthly increments but it will be limited to the lesser of:

   1. The number of years and months of Future Service Credit you earned during the Contribution Period or
   2. 7½ years.

   For example, if you worked in the industry for 10 years prior to the Contribution Date of your first Contributing Employer and you subsequently earned 5 years of future service credit after the Contribution Date, you would be entitled to receive 5 years of Past Service Credit.

However, the limitation in b and c above is waived if you earn 15 years of Future Service Credit during the Contribution Period after you first entered covered employment. At that time, you will be entitled to all your past service credit. For example, if you worked in the Industry for 10 years prior to the Contribution Date of your first Contributing Employer and you subsequently earned 15 years of future service credit after the Contribution Date you would be entitled to receive a full 10 years of past service credit.

The Fund also gives past service credit for certain periods of time, up to one year, when you were disabled and certain periods of time when you were in the Armed Services of the United States.

FUTURE SERVICE CREDIT

Plan Service or Future Service covers the period of time you worked for an employer or employers after he began to contribute to the Fund.

The Fund also gives future service credit for certain periods of time, up to one year, when you were disabled and certain periods of time when you were in the Armed Services of the United States.

Prior to January 1, 1976, Plan Service was granted based on days worked in covered employment on which contributions were made on your behalf by your employer. You are granted Plan Service based on these contributions. In addition, you are granted Plan Service for certain periods of disability or military service.

On January 1, 1976, the rules were changed, and since that date, hours of service have been used instead of days of contributions to determine your credit. The following three tables will help you to determine your credit.

PLAN SERVICE PRIOR TO JANUARY 1, 1976

Days of Employment for Which Contributions were Made to the Fund	Months of Pension Credit
Less than 21	0
21 but less than 42	1
42 but less than 63	2
63 but less than 84	3
84 but less than 105	4
105 but less than 125	5
125 but less than 146	6
146 but less than 167	7
167 but less than 188	8
188 but less than 209	9
209 but less than 230	10
230 but less than 250	11
250 or more	12

PLAN SERVICE ON OR AFTER JANUARY 1, 1976

Hours of Service in Covered Employment	Months of Pension Credit
Less than 375	0
375 but less than 520	3
520 but less than 693	4
693 but less than 750	5
750 but less than 1040	6
1040 but less than 1213	7
1213 but less than 1386	8
1386 but less than 1560	9
1560 but less than 1733	10
1733 but less than 1906	11
1906 or more	12

PLAN SERVICE FOR PENSION EFFECTIVE DATES ON OR AFTER JANUARY 1, 1999

Hours of Service in Covered Employment	Months of Pension Credit
Less than 375	0
375 but less than 520	3
520 but less than 693	4
693 but less than 750	5
750 but less than 875	6
875 but less than 1000	7
1000 but less than 1125	8
1125 but less than 1250	9
1250 but less than 1375	10
1375 but less than 1500	11
1500 or more	12

PRO RATA PENSIONS

If you have pension credit under this Plan and also under another plan with which this Plan has a reciprocal agreement (such as the Bakery and Confectionery Union and Industry Canadian Pension Fund), you may be able to obtain a pro rata pension from each fund recognizing your combined service with both. You must have at least two years of actual employment for which contributions were made to this Fund, and not be otherwise eligible for a pension from this Fund, to be eligible for a pro rata pension. The other requirements for receiving a pro rata pension are in Article IX of the Rules and Regulations, and you may obtain additional information from the Fund Office.

LIMITATION OF PLANS LIABILITY

If you work for an employer who begins to contribute to the Plan but then discontinues contributions for any reason in less than 48 months (4 years), the benefit payments by the Fund to you and all other pensioners will be limited to the amount paid into the Fund by the employer. However, if you are affected by this rule, your years of pension credits will be restored if you return to covered employment before having incurred a Break-in-Service under the regular Break-in-Service rules of the Plan.

If you work for an Employer who ceases contributions to the Fund for any reason other than going out of business or because he no longer has any employees in the job classifications covered by collective bargaining, then the following rules will apply. The total contributions of the Contributing Employer, less benefit payments already made, will be applied to pay the pensions of former employees then on pension.

If there is not enough left to equal the lifetime liability for these pensions, the pension shall continue only until the money has been exhausted. Any employee of the Employer who had not been approved for benefits prior to the date the Employer ceased to contribute incurs an immediate Break in Service and his previous years of pension credit will be cancelled.

In any case, if an Employer has ceased to be a Contributing Employer after September 1, 1974, no years of pension credit earned from service **for which Employers contributed** will be cancelled, unless the employee subsequently incurs a Break in Service under the rules of the Plan.

There are different limitations for years of participation in **Plan B, Plan C, Plan CC, Plan D and Plan G** if an Employer ceases contributions. See Section 8.14 and 8.15 of the Plan for complete explanations. (See also pages 8, 9 and 10.)

BREAKS IN SERVICE

A Break in Service happens when you do not work in the industry for an extended period of time. It is important to understand the Break-in-Service rules because if the break in service is too long you may lose all the credits you had earned before you left the industry.

IF YOU ARE VESTED YOU CAN NEVER INCUR A BREAK IN SERVICE THAT WILL CAUSE YOU TO LOSE PENSION CREDITS.

BREAK IN PRE-PLAN SERVICE (PAST SERVICE)

Page 2 discusses the pension credit for periods of time you worked in the industry before any contributions were made to the Fund on your behalf by your employer. Those periods are called Past Service or Pre-Plan Service.

There is a break in Pre-Plan Service and you do not get credit prior to any time you worked less than 135 days a year for three consecutive years. You should start to count your pension credit from the time you returned to covered employment. An exception is made if you can show that you intended to remain in the industry. An example of such intention would be if you continue to pay dues to a local union. However, a period of more than six consecutive Calendar Years in which you did not earn Pension Credits before the Contribution Period will be considered a break in service regardless of the status of Union membership or your intention to remain in Covered Employment.

Some periods of proven disability or periods in the Military Services do not count as breaks if you had been in the industry in an appropriate job for which credits are given and you returned to covered employment immediately after the disability or military service.

BREAKS IN PLAN SERVICE (FUTURE SERVICE)

Breaks in Plan Service are measured differently from Breaks in Pre-Plan Service because the Fund has a record of every hour you worked after your employer became obligated to contribute to the Fund. Before January 1, 1976, your credits were kept in days and months based on days worked. On or after January 1, 1976, your credits are kept in hours in order to comply with the regulations of ERISA. By using the tables on page 3, you can determine if you had a break in service.

BEFORE JANUARY 1, 1976, YOU HAD A BREAK IN SERVICE IF YOU EARNED LESS THAN 24 MONTHS OF CREDIT IN ANY SIX CONSECUTIVE YEARS, AND ALL CREDIT BEFORE THAT TIME IS CANCELLED. There are three exceptions. If any of these exceptions apply, you will not have a break in service and your credits will not be cancelled: (1) if you had at least 15 years of pension credits and reached age 55 before the end of the six-year period in which you failed to earn at least 24 months of credit; or (2) if you had satisfied the requirements for a Plan B vested deferred pension before you left covered employment; or (3) if you worked at least 3 months for a contributing employer before you left covered employment, if you returned to covered employment and earned at least 12 months of pension credit after your break in service, and if your first pension application is filed on or after December 1, 1972. In addition, the Trustees will allow you a grace period of up to 2 years if you failed to earn pension credit during that time because you were totally disabled.

BETWEEN JANUARY 1, 1976, AND MAY 31, 1987, a break in service occurred if you worked less than 375 hours for a contributing employer in any calendar year. If a break in service occurs, it has the effect of cancelling all of your previously credited years of vesting service and your previous pension credits. You may repair the break, however, by returning to covered employment at any time and working at least 750 hours in any calendar year. If you have consecutive years of breaks in service that are equal to or more than the number of years of vesting service you had previously earned, you may repair the break only if you previously had at least 504 hours of service in covered employment while your employer was contributing to the Fund, and if you subsequently earn at least one year of Pension Credit after returning to covered employment.

ON OR AFTER JUNE 1, 1987, the rules are the same as the rules that apply to breaks between January 1, 1976, and May 31, 1987, except for one change in the rule concerning the repair of breaks in service. If you have more than five consecutive one-year breaks in service (years in which you worked less than 375 hours for a contributing employer) *and* if those consecutive breaks in service are also equal to or more than the number of years of vesting service that had previously been credited to you, you may only repair the break if you previously had at least 504 hours of service in covered employment while your employer was contributing to the Fund, and if you subsequently earn one year of Pension Credit after returning to covered employment.

FOR BREAKS IN SERVICE THAT OCCURRED AT ANY TIME ON OR AFTER JANUARY 1, 1976, there are three exceptions to the rules which will often excuse the Break in Service:

1. Up to one year will be excused if you failed to earn pension credit because you were totally disabled;
2. If you worked at least 504 hours for a contributing employer before you left covered employment and if you returned at any time and earned an additional 12 months of pension credit after your return, the Break in Service will be disregarded.
3. On or after June 1, 1987, if you are absent from work for Maternity or Paternity reasons, you will be credited with up to 375 hours of service in the Plan year in which the absence begins if the crediting is necessary to reach the 375 hours requirement in that year, or in other cases, in the following Plan year. An absence for Maternity or Paternity reasons means an absence due to pregnancy or due to the birth or adoption of a child.
4. On or after August 3, 1993, if you are on leave under the Family and Medical Leave Act, you will be credited with the hours of service that would have been credited to you if you had not taken such leave, up to a maximum of 375 hours of service in any Plan Year. This credit is only for the purpose of preventing a break in service from occurring, and not for any other purpose.

EXAMPLE 1

Employer:	A.K. Baking Company
Contribution Date:	January 1, 1977
Plan Coverage:	**Plan A**
Participant's Date of Birth	December 31, 1931
Participant's Employment History:	
Pre-Plan	
January 1, 1955 to December 31, 1976	22 years 0 months
Contribution Date	
January 1, 1977 to December 31, 1979	3 years 0 months
Total Pension Credit	25 years 0 months
Eligible for Pension	No

The reason the participant is ineligible is because the Participant did not earn 504 hours of service after his 54th birthday, therefore, he incurred a break in service which cancels all Pension Credit. In addition, the Participant did not have 10 years of Vesting Service.

The Participant may qualify by returning to covered employment and earning one year Pension Credit.

Please Note: If the Participant's company had provided Plan B coverage, when he was employed, he would not have suffered a break in service and would have been eligible when he applied for Pension because he had over 15 years Pension Credit.

EXAMPLE 2

Employer:		XYZ Bakery
Contribution Date:		January 1, 1977
Plan Coverage:		**Plan A,C&G**—$600.00
Participant's Date of Birth:		December 31, 1931
Participant's Employment History:		
Pre-Plan		
January 1, 1955 to December 31, 1976		22 years 0 months credit
Contribution Date		
January 1, 1977 to December 31, 1979		3 years 0 months credit after Contribution Date
January 1, 1980 to December 31, 1984	BREAK IN SERVICE	Not employed in Industry, left covered employment at age 48. Incurred break in service; all pension credit cancelled. Not entitled to a pension.
January 1, 1985 to December 31, 1985		Returned to covered employment, earned 1 year 0 months pension credit. Cured break in service and is eligible to receive pension benefits based on current contract **Plan A,C&G**—$600.00
Total Pension Credit:		26 years 0 months

Note: In the example above, the break in service would not have occurred if the participant had earned 63 days of Plan Service Credit under Plan B prior to leaving the Industry.

Participant's Effective Date:	January 1, 1986
Type of Pension Eligibility:	(Age 54, Pension Credit 26 years)
Monthly Pension Amount	$600.00

EXAMPLE 3

Employer:		Sweet Confections
Contribution Date:		January 1, 1980
Plan Coverage:		**Plans A,B&C**—$600.00
Participant's Date of Birth:		December 31, 1920
Participant's Employment History:		
Pre-Plan Service		
January 1, 1959 to December 31, 1964		6 years 0 months P.H. Confections Had Collective Bargaining Agreement
January 1, 1965 to December 31, 1966	NO CREDIT	2 years 0 months A.K. Confections No Collective Bargaining Agreement
January 1, 1967 to December 31, 1979		13 years 0 months Sweet Confections Had Collective Bargaining Agreement
Contribution Date		
January 1, 1980 to December 31, 1985		6 years 0 months Sweet Confections Collective Bargaining Agreement (Contributing Employer)
Total Pension Credit:		25 years 0 months

Note: There was no break in pre-plan service because participant was out of creditable employment less than 3 years.

EXAMPLE 4

Employer:		L.D. Candy Co., H.M. Candy Co., and A.K. Candy Co.
Contribution Date:		January 1, 1980
Plan Coverage:		**Plan A**
Participant's Date of Birth:		December 31, 1920
Participant's Employment History:		
Pre-Plan Service		
January 1, 1957 to December 31, 1961		5 years 0 months credit Collective Bargaining Agreement 1957-1961
January 1, 1962 to December 31, 1968	NO CREDIT	No Collective Bargaining Agreement 1962-1968 7 year break in service
January 1, 1969 to December 31, 1979		11 years 0 months Collective Bargaining Agreement
Contribution Date:		
January 1, 1980 to December 31, 1985		5 years 0 months credit Collective Bargaining Agreement
Total Pension Credit		16 years 0 months

Note: A.K. Candy Company became a contributor to the Fund January 1, 1980. Participant can only receive pension credit for 16 years. The reason is, she incurred a break in pre-plan service by working for a non-contributor for 7 years.

She can never receive credit for the first 5 years of pre-plan service even if she evidenced her intention of remaining in covered employment by maintaining her union membership. The reason is, excusing a break in pre-plan service based on union membership can only be extended up to 6 consecutive calendar years.

PENSION PLANS (TYPES)

PLAN A

Plan A is the basic Pension Plan—If you are a participant you are covered by **Plan A.**

The basic Plan (Plan A) was started to provide additional income over and above Social Security to eligible participants who spent many years working in the Industry.

PLAN A NORMAL PENSION

Plan A Normal Pension—Payable at age 65 or later with 25 years of service. You are eligible to receive full pension benefits at the benefit level for which you qualify.

REDUCED PENSION

Plan A also has a Reduced Benefit which permits you to retire when you reach age 65 with at least 15 years of Pension Credit.

EARLY RETIREMENT PENSION

Plan A also has an Early Retirement option which permits you to retire as early as age 55 with a reduced pension if you have 15 or more years of pension credit. Effective January 1, 1999, and after, if you are vested and have 10 or more years of pension credit you can retire on an Early Retirement Pension.

PLAN A VESTED DEFERRED PENSION

A **Plan A** Vested Deferred Pension permits you to leave covered employment at any age if you are vested, and be eligible to receive pension benefits at age 65 or between the ages of 55 and 65 if you have accumulated at least 10 years of pension credit.

The benefit is equal to the Normal or Reduced benefit you are entitled to based on your service. If payment of your Plan A vested pension begins between the ages of 55 and 65, your monthly amount will be reduced by ½ of 1% for each month you are younger than age 65.

DISABILITY PENSION

The Trustees have provided a Disability Pension for participants who become permanently and totally disabled and unable to engage in any further employment whatsoever. To receive a Disability Pension you must have been disabled for six months and have at least 15 years of Pension Credit. You must also have at least 504 hours of service in covered employment within 12 months preceding onset of disability.

Effective January 1, 1999, if you earn more than one Hour of Service on or after that date and if you meet the other requirements for a Disability Pension, you can retire on a Disability Pension with ten or more years of Pension Credit.

APPLYING FOR A DISABILITY PENSION

If your Disability Pension application was processed before December 3, 2002, the Trustees are the sole judges of whether you are permanently and totally disabled, and of the date when your permanent and total disability commenced.

If your Disability Pension application is pending or is received on or after December 3, 2002, you may qualify for a Disability Pension if the Trustees determine that you are permanently and totally disabled as defined in the preceding paragraph, **or** if the Social Security Administration determines that you are permanently and totally disabled for purposes of receiving disability benefits under the Social Security Act.

The earliest date that your Disability Pension from the Fund can begin is the month following the Fund office's receipt of your pension application, provided you have met all the requirements for a Disability Pension and you have satisfied the Fund's six-month waiting period after the onset of your total and permanent disability. Therefore, if you have been found eligible for disability benefits from the Social Security Administration, submit to the Fund office with your pension application the award letter from the Social Security Administration which shows the date as of which you were deemed permanently and totally disabled. If you have not yet applied for Social Security disability, the Fund recommends that you file your pension application with the Fund at the same time you file your application for disability benefits with the Social Security Administration. Your disability pension application will remain active for as long as your application for Social Security disability benefits is pending, and your Disability Pension will begin after the Fund receives your Social Security Administration award letter, based on the date that the Social Security Administration found to be the onset of your disability. However, the Fund will not pay retroactive Disability Pension benefits for more than twenty-four months prior to the Fund's receipt of your Social Security Administration award letter.

If the Social Security Administration has determined that you are not disabled, you may still apply for a Disability Pension from the Fund. Your application will have to be accompanied by medical evidence of disability satisfactory to the Trustees. The Fund will refer your application and its supporting material to medical specialists who will advise the Trustees as to whether you are permanently and totally disabled. If additional information is needed to support your application, you will be contacted by the Fund Office.

If you filed a previous application for Disability Pension benefits from the Fund and you were found ineligible, your application is null and void (except for a timely appeal from the denial, as described on pages 16 and 17). If you want a new determination of disability based on your current condition or based on an award from the Social Security Administration, you must file another pension application. If you meet the requirements of the Fund for a Disability Pension based on that new application, your pension Effective Date will be established based on the timely filing requirements of the Fund and the special rules described above for Disability Pensions. In no case will your Disability Pension benefits be payable for months before the Fund received your new application or for more than 24 months before the Fund received your Social Security Administration award letter.

AMOUNT OF THE DISABILITY PENSION

If you began to receive your pension before January 2000, the amount was based on the benefit you would have received if you were 65 years of age at the beginning of the disability. The amount was then reduced ¼ of 1% for each month you were younger than 65, but not below 50%. For disability retirees who retired after age 55 the pension amount will be at least 10% greater than the Early Retirement Pension. If a Disability pensioner survives to age 65 the Pension is recalculated to be equal to the Normal or Reduced Pension based on years of pension credit when the disability began.

For disability pensions beginning January 1, 2000 and after, the amount is equal to the benefit you would have received under the Normal, Reduced or Plan A Deferred Vested Pension based on the years of pension credit you had when the disability began, but calculated as if you had been age 65 at the beginning of the disability. However, you will not receive a Golden 80 or Golden 90 Pension unless you qualify for it based on your actual age and service. The 36 month guarantee does not apply to any disability pensions.

PLAN A SUPPLEMENTAL

Effective July 1, 1991, the Trustees provided a supplemental **Plan A** pension benefit if you qualify for a **Plan A** pension and meet the following additional requirements:

1. You must have earned 3 months of future service credit, as defined on page 3, between January 1, 1990 and July 1, 1991;
2. You must be at least 55 years of age, or eligible for a Disability Pension;
3. Your effective date of pension must be April 1, 1991 or after.

Effective August 1, 1992, the Trustees extended the Plan A Supplemental benefit to Plan B, Plan D and to Golden 80 (Plan G) and Golden 90 (Plan C) benefits, subject to the same eligibility rules.

If you are eligible under these rules, the amount of the supplemental benefit will vary based on the following:

1. Final pension benefit level for which you qualify;
2. Your age;
3. Your years of service;
4. The pension payment option you choose (see pages 13, 14 and 15).

The following chart shows the maximum supplemental benefit you can receive if you retire at age 65 with 25 years of service, or if you retire on a Golden 80 or Golden 90 Pension. Take note of the chart headings; the amount of your supplemental benefit may be different, depending on when your pension begins (the "Effective Date" of your pension).

Employee Participants
With Effective Dates December 1999 and Prior

Final Benefit Level	*Supplemental Benefit Per Month*
$ 600 – 699	$ 25
700 – 799	50
800 – 899	75
900 – 999	100
1000 – 1099	125
1100 – 1199	150
1200 – 1299	175
1300 and over	200 maximum

Union Officer Participants
With Effective Dates December 1999 and Prior

Final Benefit Level	*Supplemental Benefit Per Month*
$ 600 – 699	$ 25
700 – 799	50
800 – 899	75
900 – 999	100
1000 – 1099	125
1100 – 1199	150
1200 – 1299	175
1300 – 1399	200
1400 – 1499	225
1500 – 1599	250
1600 – 1699	275
1700 and over	300 maximum

Employee Participants
With Effective Dates January 2000 or Later

Final Benefit Level	*Supplemental Benefit Per Month*
$ 25 – 699	$ 25
700 – 799	50
800 – 899	75
900 – 999	100
1000 – 1099	125
1100 – 1199	150
1200 – 1299	175
1300 and over	200 maximum

Union Officer Participants
With Effective Dates January 2000 or Later

Final Benefit Level	*Supplemental Benefit Per Month*
$ 25 – 699	$ 25
700 – 799	50
800 – 899	75
900 – 999	100
1000 – 1099	125
1100 – 1199	150
1200 – 1299	175
1300 – 1399	200
1400 – 1499	225
1500 – 1599	250
1600 – 1699	275
1700 and over	300 maximum

If you retire with a **Plan A** Pension, all **Plan A** rules apply to the determination and reduction of the **Plan A** Supplemental amount. If you retire on a **Plan B** Pension, the **Plan B** rules apply to the determination and reduction of the **Plan A** Supplemental amount. If you retire on a **Plan CC** Pension before age 55, you will begin to receive your **Plan A** Supplemental benefit when you reach age 55, at an actuarially reduced amount. If you retire on a **Golden 80** or **Golden 90** Pension, you will receive the full Supplemental benefit for your final benefit level. Please refer to "The Amount of Your Pension Benefits" for an explanation of how **Plan A, Plan B, Plan CC, Golden 80,** and **Golden 90** benefits are calculated.

THE AMOUNT OF YOUR PENSION BENEFITS

Monthly Pension Benefits payable under **Plan A** are determined based on your age at the time you receive pension benefits, your years of pension credit earned in covered employment, and the benefit level at which you were covered when you left covered employment, so long as you had at least 504 hours of service at that benefit level. Special rules may apply if you were employed by more than one contributing employer during your last 2,000 hours: see Section 4.02 of the Rules & Regulations or contact the Fund Administrator for details.

In order to receive the maximum benefit payable under Plan A you must be at least 65 years of age and have at least 25 years of pension credit.

If you are eligible to and want to receive your monthly pension prior to age 65 or with less than 25 years of service the amount of your reduction is as follows: 1) If you have less than 300 months (25 years) of pension credit, your pension benefit will be in proportion to the total months you worked to 300 months. 2) If you begin to receive your pension benefits between the ages of 55 and 65 your monthly pension amount is reduced by ½ of 1% for each month you are younger than 65.

Please refer to pages 22 through 44 for examples of how various types of pensions are calculated.

If you do not apply for your benefits until after your normal retirement age (generally, age 65), when you do begin to receive benefits they will be increased by 1% for each month between normal retirement age (or 1.5% after the first 60 months) and the date your benefits begin, except for months that you were working in the Industry, as explained in the "Working After You Retire" Section. Your benefit must begin to be paid shortly after you reach age 70½, as explained in the "Mandatory Commencement of Benefits" section on page 18.

PLAN B

(Look on your shop chart to determine if you are covered by **Plan B**.)

Plan B was made available to protect those participants who leave covered employment for any reason (including plant closing) before they are 55 years of age but have earned more than 15 years of pension service.

The amount of Monthly Benefit under **Plan B** depends on both the age at which the participant decides to draw the benefit and the amount of service the participant has earned.

The benefit cannot be drawn until the participant reaches age 55. After age 55 the Monthly Benefit will increase the longer the participant waits to draw it. During that delay (if any) the benefit is protected by the Spouse Coverage provided by the Plan as described on page 11.

The monthly amount of the **Plan B** benefit, plus the **Plan A** Supplemental benefit, if you are eligible for it, will be reduced by ½ of 1% for each month by which the commencement of the participant's pension precedes his or her 65th birthday, and in proportion to the total months the participant worked to 300 months.

IMPORTANT

Your employer must participate in **Plan B** for a specific period of time in order to fully assure that the Limitation of Liability provisions will not apply to your **Plan B** Pension Benefit. The period of participation required in **Plan B** depends on how long your employer has participated in **Plan A** prior to participation in **Plan B.** The Limitation of Liability provisions are fully explained on page 3. The Limitation of Liability provisions in cases of plant closings will apply until your employer meets one of the following **Plan B** participation requirements:

Years of Participation Required in **Plan B:**

1. 2 years—If employer is in **Plan A** 6 or more years
2. 3 years—If employer is in **Plan A** 5 but less than 6 years
3. 4 years—If employer is in **Plan A** 2 but less than 5 years
4. 6 years—If employer is in **Plan A** less than 2 years

PLAN D

(Look on your shop chart to determine if you are covered by **Plan D-1, D-2, D-3 or D-4.**)

Plan D was established to provide additional benefits for those participants who work longer than 25 years in the industry.

Plan D-1 provides for a 1% per month increase in the final benefit level for each year the participant works beyond 25 years. For example, a person retiring with 30 years of credited service would receive a 5% increase over and above the final benefit to which he or she would be otherwise entitled.

Plan D-2 is exactly the same except that the increase is 2% per year instead of 1% so that a person retiring with 30 years of credited service would receive 10% over and above the final benefit to which he or she would otherwise be entitled.

Plan D-3 is exactly the same except that the increase is 3% per year instead of 1% so that a person retiring with 30 years of credited service would receive 15% over and above the final benefit to which he or she would otherwise be entitled.

Plan D-4 is exactly the same except that the increase is 4% per year instead of 1% so that a person retiring with 30 years of credited service would receive 20% over and above the final benefit to which he or she would otherwise be entitled.

If you are eligible for the Plan A Supplemental Benefit, your Plan D benefit will be added to your other benefits before the amount of your Supplemental Pension is determined.

THERE IS NO LIMITATION ON THE NUMBER OF YEARS WHICH MAY BE CREDITED UNDER PLAN D-1 OR D-2 OR D-3 OR D-4.

NOTE

You must have at least 504 hours of service in covered employment under **Plan D** to be eligible for any **Plan D** benefit.

Your employer must make at least 24 months of **Plan D** contributions in order to fully assure that the Limitation of Liability provisions will not apply to your **Plan D** Pension Benefit.

PLAN C—GOLDEN 90

(Look on your shop chart to determine if you are covered by **Plan C.** If you are covered by **Plan G** it is unnecessary to read the following.)

Plan C was established to give a higher benefit to those who have worked many years in the industry but have not yet become 65 years of age.

The Benefit formula is simple. When your age (in years and months) and your service (in years and months) equal 90 you are entitled to retire at the present full benefit level shown on your shop chart, plus, if you are eligible, the full amount of the **Plan A** Supplemental Benefit to which that amount entitles you. If you commenced participation in the Pension Fund on or after December 3, 1998, you must also have a minimum of 10 years of service to be eligible for this Pension.

Of course, if your benefit is paid under certain Husband and Wife Options or in another optional form, the reductions referred to on pages 13-15 and page 21 will apply.

You must have 504 hours (63 days) of covered service under **Plan C** at your present benefit level in order to qualify for the level stated on your shop chart.

IMPORTANT

Your employer must participate in **Plan C** for a specific period of time in order to fully assure that the Limitation of Liability provisions will not apply to your **Plan C** Pension Benefit. The period of participation required in **Plan C** depends on how long your employer has participated in **Plan A** prior to participation in **Plan C.** The Limitation of Liability provisions are fully explained on page 3. The Limitation of Liability provisions in cases of plant closings will apply until your employer meets one of the following **Plan C** participation requirements:

Years of Participation Required in **Plan C:**

1. 2 years—If employer is in **Plan A** 6 or more years
2. 3 years—If employer is in **Plan A** 5 but less than 6 years
3. 4 years—If employer is in **Plan A** 2 but less than 5 years
4. 6 years—If employer is in **Plan A** less than 2 years

PLAN G—GOLDEN 80

(Look on your shop chart to determine if you are covered by **Plan G**.)

Plan G was established to provide a full benefit when the participant's age (in years and months) and his or her service (in years and months) total 80.

The Benefit formula is simple. When your age (in years and months) and your service (in years and months) equal 80 you are entitled to retire at the present full benefit level shown on your shop chart, plus, if you are eligible, the full amount of the **Plan A** Supplemental Benefit to which that amount entitles you. If you commenced participation in the Pension Fund on or after December 3, 1998, you must also have a minimum of 10 years of service to be eligible for this Pension.

Of course, if your benefit is paid under certain Husband and Wife Options or in another optional form, the reductions referred to on pages 13-15 and page 21 will apply.

You must have 504 hours (63 days) of service in covered employment under **Plan G** to be eligible for the benefit shown on your shop chart.

IMPORTANT

Your employer must participate in **Plan G** for a specific period of time in order to fully assure that the Limitation of Liability provisions will not apply to your **Plan G** Pension Benefit. The period of participation required in **Plan G** depends on how long your employer has participated in **Plan A** prior to participation in **Plan G.** The Limitation of Liability provisions are fully explained on page 3. The Limitation of Liability provision in cases of plant closings will apply until your employer meets one of the following **Plan G** participation requirements.

Years of Participation Required in **Plan G:**

1. 2 years—If employer is in **Plan A** 6 or more years
2. 3 years—If employer is in **Plan A** 5 but less than 6 years
3. 4 years—If employer is in **Plan A** 2 but less than 5 years
4. 6 years—If employer is in **Plan A** less than 2 years.

No limitation of liability will be applied if the employer has satisfied the limitation of liability requirements of **Plan C** and agreed to participate in **Plan G** or **Plan CC** in the first year of the first contract negotiated on or after August 1, 1981.

PLAN CC

(Look on your shop chart to determine if you are covered by **Plan CC**.)

Plan CC was made available by the Trustees to provide benefits to Participants in the event of a plant closing or the permanent elimination of their jobs. The same eligibility for benefits rules apply as in **Plan G.** However, the benefits are available only if retirement is caused by a plant closing or a permanent reduction in force.

The Benefit formula is simple. Within 90 days after your plant closing or reduction in work force if your age (years and months) and your service (years and months) equal 80, you are entitled to retire at the present full benefit level shown on your shop chart, plus the **Plan A** Supplemental Benefit, calculated under the **Plan A** rules and paid to you beginning at age 55, if you are eligible for it. If you commenced participation in the Pension Fund on or after December 3, 1998, you must also have a minimum of 10 years of service to be eligible for this Pension.

Of course, if your benefit is paid under certain Husband and Wife Options or in another optional form, the reductions referred to on pages 13-15 and page 21 will apply.

You must have 504 hours (63 days) of service in covered employment under **Plan CC** to be eligible for the benefit shown on your shop chart.

If a Participant's age and service do not equal 80 at the time of retirement (within 90 days of plant closing), the rules governing **Plan A** or **Plan B** or **Plan C** eligibility shall apply.

IMPORTANT

Your employer must participate in **Plan CC** for a specific period of time in order to fully assure that the Limitation of Liability provisions will not apply to your **Plan CC** Pension Benefit. The period of participation required in **Plan CC** depends on how long your employer has participated in **Plan A** prior to participation in **Plan CC.** The Limitation of Liability provisions are fully explained on page 3. The Limitation of Liability provisions in cases of plant closings will apply until your employer meets one of the following **Plan CC** participation requirements:

Years of Participation Required in **Plan CC:**

1. 2 years—If employer is in **Plan A** 6 or more years
2. 3 years—If employer is in **Plan A** 5 but less than 6 years
3. 4 years—If employer is in **Plan A** 2 but less than 5 years
4. 6 years—If employer is in **Plan A** less than 2 years

No Limitation of Liability will be applied if the Employer has satisfied the Limitation of Liability requirements of **Plan C** and agreed to participate in **Plan G** or **Plan CC** in the first year of the first contract negotiated on or after August 1, 1981.

CHANGES TO PENSION TYPE

Pension Benefits are paid based on one of the pension types listed on pages 6, 7, 8 and 9. If you are eligible for more than one type of benefits, you will be required at the time of your retirement to select one type under which your benefits will be paid. Once you begin to receive pension benefits under the pension type you selected, you will have up to 90 days to request a change in your pension type. If you fail to request a change in your pension type within this 90 day period you will not be able to change your pension type in the future. **For example:** You are found eligible to receive an Early Retirement Pension, effective April 1, 2009. To request a change to another pension type, such as a Disability Pension, you must notify the Fund no later than July 1, 2009. The Fund will review your request, advise if you may qualify for the requested change and what information or action is necessary to make the change.

PARTICIPANTS WHO DIE BEFORE RETIREMENT

Participant—Not Married

If you are not married, and you die prior to becoming eligible for pension benefits or if you are eligible at the time of your death but have not filed your pension application within 90 days prior to your retirement date, your beneficiaries are not entitled to receive any pension benefits from the Fund, unless you meet one of the following conditions:

1. Your age and service at the time of your death equals 90 or
2. You are covered under the Golden 80 Plan and your age and service at the time of your death equals 80 or
3. You have earned 504 hours of service in Covered Employment after January 1, 1997, and either
   - have 15 years of Pension Credit or
   - are entitled to a Plan A Vested Deferred Pension.

If you meet eligibility requirements of paragraphs 1, 2 or 3 above, benefits are paid under the 36 month guarantee, which is described on page 14. Under paragraph 3, if you die prior to age 55 and you are not eligible for a Plan C or Plan G Pension, the benefit payment to your beneficiaries will be calculated based on an Early Retirement Pension and paid as if you had been age 55 as of the date of your death.

Participant—Married

The Trustees have provided, without cost to the participants, that any participant who is vested, who worked at least one hour on or after June 1, 1976, who dies on or after August 23, 1984, and has a surviving spouse as described below will have his or her spouse covered for Pension Benefits in case the participant dies while still employed, before submitting a pension application or while receiving a Disability Pension. The participant's spouse will be considered a surviving spouse for purposes of this benefit only if the participant and spouse are married, and have been married for at least one year, on the Participant's date of death. Benefits will be paid as a 50% Husband and Wife Pension only. No other form of pension can be taken.

The earliest the benefit can begin to be paid, in most cases, is when the participant would have first become eligible for an Early Retirement Pension (as described on page 6), but the surviving spouse may elect to begin receiving payments as late as the first day of the month following the date that the participant would have reached normal retirement age (generally, age 65). If the surviving spouse elects to postpone beginning the payments, the monthly benefit will be increased by 0.5555% for each month of that postponement. In any event, if the surviving spouse dies before beginning to receive payments, no benefits will be paid, unless a 36-month guarantee is payable, as page 14 describes.

Effective July 1, 2001, the surviving spouse may defer receipt of the pension until the date when the participant would have attained the age at which he or she could have received a Golden 80, Golden 90, or normal retirement age pension, provided the participant earned at least one hour of pension credit on or after July 1, 2000 and the Participant (if alive) would have been otherwise qualified to receive such a pension. The amount of the surviving spouse's pension will be based on the Golden 80, Golden 90, or normal retirement age pension that the participant would have received on that date. (In all such cases, the pension will be based upon the participant's actual service credit, plan participation and benefit level accrued at the time of death.)

If the pension began before January 2000, the amount of the benefit was actuarially reduced to take into account the difference between the age of the participant and the age of the spouse when he or she began to receive benefits.

If the pension begins in January 2000 or after, there is no actuarial reduction to the benefit. The amount of the surviving spouse's benefit will be one-half of the pension that the participant would have received at the earliest age of eligibility for benefits.

HERE ARE SOME EXAMPLES:

1. Participant dies on March 1, 2001, at age 57 with 23 years of service, covered by Plans A and C (Golden 90) and a pension benefit level of $1200. The participant's spouse, who is 53, is entitled to receive pension benefits based on Plan A as a 50% Husband and Wife Pension beginning March 1, 2001. The monthly amount payable at age 57, under Plan A, to the participant is $575 per month. The spouse is entitled to one-half, $288 per month, for life.
2. If the participant in example 1 had been covered by Plans A and G (Golden 80) the participant's pension benefit would be based on the Golden 80 pension. The participant would have been entitled to receive $1200 and the spouse would be entitled to receive $600 per month for life.
3. If the participant in example 1 died at age 43, the spouse would not be eligible to receive a pension benefit until the participant would have reached age 55. The spouse's earliest date to receive a pension benefit therefore would be the month following the participant's 55th birthday in 2013. The monthly amount payable under Plan A to the participant would have been $442. The spouse is entitled to one-half, $221 per month, for life.
4. If the participant in example 3 had been covered by a Golden 80 or Golden 90 Plan, earned at least one hour of pension credit on or after July 1, 2000 and would have first been eligible to receive a pension on or after July 1, 2001, the spouse may defer receipt of the pension benefit until the participant's age and service equaled 80 or 90 respectively and have the pension benefit based on the Golden 80 or Golden 90 pension. Therefore, the spouse of the participant in example 3 could defer receiving the pension benefit until the participant would have been 57 years of age if covered by a Golden 80 Plan or 67 years of age if covered by a Golden 90 Plan with 23 years of service and receive a Golden 80 or Golden 90 pension of $600 per month for life.

In order to receive pension benefits from the Fund, the spouse must apply for the pension at the time of the participant's death, or, if later, when the participant first would have been eligible to receive pension benefits.

If the spouse applies after the time described in the preceding paragraph, the benefit will be paid beginning with the month following receipt of the pension application. The monthly benefit will be increased as described on page 11 for deferred receipt of pension.

Participants Receiving Disability Benefits

If you retire with a Disability Pension after January 1, 2009, your benefit will be paid in the form of a 50% Husband and Wife Pension unless you elect an Alternate Husband and Wife Option described on page 13. The 50% Husband and Wife Pension will provide a lifetime pension for your spouse if you die while he or she is still living. Your pension will not be reduced to provide this protection for your spouse. If you choose the 75% or 100% Husband and Wife Option, your pension would be reduced to provide the additional protection for your spouse, as page 13 describes. (The 75% and 100% Husband and Wife Options were not available for Disability Pensions with pension effective dates before January 1, 2009). Whichever form you elect when your Disability Pension begins, you will be given another opportunity to elect the 50% Husband and Wife Pension or one of the Alternate Husband and Wife Options when you reach age 65.

If you marry while you are receiving a Disability Pension, you will be given an opportunity to protect your new spouse with a 50% Husband and Wife Pension, or one of the Alternate Husband and Wife Options, when you reach age 65. If you die before age 65, your new spouse will be entitled to the benefits described on page 11 under "Participant-Married" if the other requirements for those benefits are satisfied.

If you began receiving your Disability Pension before January 2000, your pension will be paid under the form you (you and your spouse, if you were married at the time) elected when the Pension began. If the pension is paid in the form of a 50% Husband and Wife Pension, your spouse will receive half your pension if you die while he or she is still alive. If you rejected the Husband and Wife Pension when your Disability Pension began, you will be given another opportunity to elect a 50% Husband and Wife Pension, or one of the Alternate Husband and Wife Options, at age 65. If you die before age 65 with a surviving spouse who is not protected by a 50% Husband and Wife Pension, your spouse will be entitled to the benefits described on page 11 under "Participant-Married" if the other requirements for those benefits are satisfied.

PENSION OPTIONS

The Fund offers various options for the payment of pension benefits. The normal form of the benefit—and the one that will be paid unless you specifically elect a different form on your pension application—is the 50% Husband and Wife Pension. The 50% Husband and Wife Pension and the other forms of benefit that you can choose are described on this page, and pages 14 and 15.

THE 50% HUSBAND AND WIFE PENSION

Under the 50% Husband and Wife Pension, the Fund will pay a monthly benefit to you for as long as you live and then, if your spouse is still alive, the Fund will pay 50% of that monthly benefit to your surviving spouse for as long as he or she lives.

If your pension benefits began before January 2000, the monthly benefit that you receive while you are alive was actuarially reduced in order to pay for the benefit to your surviving spouse. That means that your monthly benefit is smaller than the monthly benefit you would have received if you had chosen a pension that ends when you die. The amount of that reduced monthly benefit depends on the difference between your age and your spouse's age, as shown in the appropriate chart in Appendix 1 of the Rules and Regulations. The 36-month guarantee does not apply to 50% Husband and Wife Pensions that began before January 2000.

If your pension benefits begin January 2000 or later, there is no actuarial reduction for the 50% Husband and Wife Pension. During your lifetime, you will receive the full monthly amount that you are entitled to under Plan A, Plan C, Plan CC, Plan D, or Plan G, and after you die, your spouse will receive half of that amount for life. A 50% Husband and Wife Pension that begins January 2000 or later is guaranteed for 36 months, so that if both you and your spouse should die within 36 months after your benefits begin, a lump-sum benefit will be paid to the beneficiary or beneficiaries that you select. The amount payable is determined by multiplying your pension amount by 36, and deducting the total amount of pension payments made to you and your spouse. In no case is the 36-month guarantee payable after more than 36 monthly payments have been made to you and/or your spouse. THIS GUARANTEE DOES NOT APPLY TO DISABILITY PENSIONS.

75% HUSBAND AND WIFE PENSION

This Pension will pay an actuarially reduced benefit to you during your lifetime, then after you die your surviving spouse will receive 75% of the monthly benefit you were receiving. In order to pay for this extra benefit to your surviving spouse, the benefit you receive during your lifetime will be smaller than it would be under the 50% Husband and Wife Pension, as the chart on page 21 shows.

100% HUSBAND AND WIFE PENSION

This Pension is like the 75% Husband and Wife Pension, except that after you die your surviving spouse will receive 100% of the monthly benefit you were receiving during your lifetime. In order to pay for this extra benefit to your surviving spouse, the benefit you receive during your lifetime will be smaller than it would be under the 50% Husband and Wife Pension or the 75% Husband and Wife Pension, as the chart on page 21 shows.

HOW TO ELECT 75% AND 100% HUSBAND AND WIFE PENSIONS

If you will have a Pension Effective Date of January 1, 2009 or later, you must elect the 75% or the 100% Husband and Wife Pension during the period that starts 180 days before the Pension Effective Date and ends 90 days after the Pension Effective Date. (The Pension Effective Date is the first day of the month when your pension begins.) Only you, the Participant, can elect the 75% or 100% Husband and Wife Option; your surviving spouse cannot elect it after your death. In addition, the Participant must be alive on the Pension Effective Date for the 75% or 100% Husband and Wife Option to be effective. If the Participant dies before the Pension Effective Date, the spouse will receive the benefits payable when Participants die before retirement, as described on page 11.

Under the Rules and Regulations that were in effect for pensions that began before January 1, 2009, there was a one-year waiting period before the 75% or 100% Husband and Wife Pension could take effect. If your Pension Effective Date was before January 1, 2009, and you have not completed that one-year waiting period, your benefit will continue to be paid as a 50% Husband and Wife Pension until the end of that one-year period. If both you and your spouse are alive one year after the Effective Date of your pension, your benefit will be converted automatically to the 75% or 100% Husband and Wife Pension, whichever you chose at retirement. If you should die during that first year, before your pension is converted to the 75% or 100% Husband and Wife Pension, your spouse will receive 50% of your monthly benefit for the remainder of his or her life. If your spouse dies during that first year, your benefit will continue to be paid as a 50% Husband and Wife Pension for your lifetime (unless your pension began before January 2000 and you chose the Husband and Wife Pop-Up Option that is described below. If so, your benefit will return to the amount it would have been without the 50% Husband and Wife Pension if your spouse dies while you are alive).

HUSBAND AND WIFE POP-UP OPTION

Under the 75% or 100% Husband and Wife Pensions, and under a 50% Husband and Wife Pension that began before January 2000, if your spouse dies while you are still alive, you will continue to receive the actuarially reduced pension benefit for as long as you live. A "Pop-Up" Option is available for pensions beginning in July 1995 or later. Under the Pop-Up Option, if your spouse dies before you do, your monthly benefits following your spouse's death will be increased to the amount that you would have received if you had not selected a Husband and Wife Pension when you retired. Then, when you die, no further benefits will be paid.

If you choose the Pop-Up Option, the actuarial reduction in your pension is slightly greater than it would be for the Husband and Wife Pension without the Pop-Up. The charts on page 21 of the Summary Plan Description and Appendix 1 to the Rules and Regulations show the amount of the actuarial reduction for each of the Husband and Wife Pensions with and without the Pop-Up.

The same Pop-Up Option was available for 50% Husband

and Wife Pensions that began between July 1995 and January 2000. If you chose such an option and your spouse dies while you are alive, the amount of your pension will be increased to what it would have been if you had not selected the Husband and Wife Pension when you retired. Because a 50% Husband and Wife Pension beginning in January 2000 or later is not actuarially reduced during your lifetime, no Pop-Up for the 50% Husband and Wife Pension is needed (or available) for pensions beginning in 2000 or after.

OPTIONS FOR BENEFITS OTHER THAN HUSBAND AND WIFE PENSIONS

Three optional forms of benefit are available to you if you reject the Husband and Wife Pension. They are the Regular Pension Option, 10-Year Option and the Social Security Option. They are described below.

In order to elect any of these optional forms of benefit, both you and your spouse must sign the Husband and Wife Rejection Form that will be sent to you prior to your Effective Date of pension. Even if you are not married, you must sign the Rejection Form to elect one of the optional forms of benefit. If you are married but cannot locate your spouse, you will be allowed to reject the Husband and Wife Pension if you provide satisfactory evidence that your spouse cannot be located.

All Rejection forms must be completed within the 180-day period that ends on the Effective Date of your pension. If you submit your pension application more than 180 days before that date, and you have rejected the Husband and Wife Benefit, you must reconfirm that rejection during the 180-day period.

The following options are available to you if you reject the Husband and Wife Pensions:

10-YEAR OPTION

This option provides a guarantee of at least 10 years of Pension payments from the Effective Date of pension. If the Pensioner should die before receiving the full 10 years beginning with the Effective Date of Pension, the remaining payments will be paid to the designated beneficiary. A slight reduction is made in the Pension amount to insure the 10-Year Option. THIS OPTION IS NOT AVAILABLE FOR DISABILITY PENSIONS OR IF THE HUSBAND AND WIFE OPTION IS CHOSEN. The participant must be alive on the Effective Date of the pension to receive this option.

The monthly amount of the 10-Year Option once it has become payable, shall not be changed even if the pensioner is alive after the 10-year guarantee period.

Effective for amounts payable on or after December 6, 1996, if there is more than one survivor or if benefits are payable to the Participant's estate, the remaining payments payable to each survivor or to the estate shall be paid in a single lump-sum that is the actuarial present value of the remaining payments, calculated in accordance with Section 8.20(c) of the Rules and Regulations.

Effective on and after January 1, 2003, if benefits are payable after the Participant's death to any person other than the Participant's spouse or another beneficiary named by the Participant, the remaining payments payable to that person shall be paid in a single lump sum that is the actuarial present value of the remaining payments.

SOCIAL SECURITY OPTION

A participant who is between 60 and 65 years of age on the Effective Date of pension can elect to receive the pension benefit paid under a Social Security Option. The Social Security Option provides increased benefits until age 62 for applicants who retire prior to age 62 and increased benefits for applicants who retire after age 62 until they attain age 65. Upon attaining age 62 or 65, benefits are then reduced. THIS OPTION IS NOT AVAILABLE FOR DISABILITY PENSIONS, HUSBAND AND WIFE PENSIONS OR THE 10-YEAR CERTAIN OPTION.

In order to receive pension benefits under the Social Security Option, the applicant and, if married, the applicant's spouse must reject the Husband and Wife Pension no more than 180 days prior to the applicant's Effective Date of pension.

If you are 59 years old at retirement you may elect the Social Security Option to take effect on your 60th birthday. If you make this election, the amount of the pension benefit you receive until age 60 will be the amount of the benefit you would otherwise receive under Plan A Early Retirement, Plan B, C, D or G, in the form of a single-life annuity. The benefit will increase to the amount of the Social Security Option when you reach age 60, and will be reduced, as described above, when you reach age 62.

36-MONTH GUARANTEE (REGULAR PENSION OPTION)

If you reject the Husband and Wife Pensions, if you do not choose the 10-Year Option or the Social Security Option, and if you are not receiving a Disability Pension, your benefit will be covered by the 36-Month Guarantee. What that means is that, if you apply for your pension and die within the 90-day period preceding the intended retirement date that you first put in your pension application, or if you die within 36 months after your pension begins, your beneficiary will receive your benefits for the remainder of the 36 months.

Thirty-six months of benefits are also payable to your beneficiary if you die before filing a pension application and either (1) your age and service equal 90, or (2) your age and service equal 80 and you are covered by Golden 80 (Plan G), or (3) you have earned 504 hours of service in covered employment after January 1, 1997, and have either 15 years of Pension Credit (10 years, if vested) or are entitled to a Plan A Vested Deferred Pension. If you are married and your spouse is entitled to the Husband and Wife Benefit that is described on page 11, your spouse will receive that benefit instead of the 36-month guarantee.

The 36-month guarantee also applies to 50% Husband and Wife Pensions (but not disability pensions) that began January 2000 or later. Under that guarantee, if both you and your spouse die less than 36 months after your pension began, a lump-sum benefit will be paid to the beneficiary or beneficiaries that you select. The amount payable is determined by multiplying your pension amount by 36, and deducting the total amount of pension payments made to you and your spouse. In no case is the 36-month guarantee payable after more than 36 monthly payments have been made to you and/or to your spouse.

SAME-SEX SPOUSE

Effective July 1, 2006, Husband and Wife Pensions are available to a same-sex spouse who meet the requirements discussed below. If this applies to you, you can elect any of the three Husband and Wife Pensions that are available to an opposite-sex spouse. In the absence of an election and satisfaction of the requirements, you will receive your Pension just as you would if you were not married.

To be eligible to receive a Husband and Wife Pension with your same-sex spouse as the beneficiary, you must:

1. Submit a form electing a Husband and Wife Pension no more than 180 days before or 90 days after the Effective Date of your Pension.
2. Present a marriage certificate that is valid in the jurisdiction that issued it.
3. Be the same gender as the person recognized as your spouse under the marriage certificate.
4. The following must apply to you:
   a. You and your beneficiary were married under the marriage certificate when pension payments began.
   b. You and your beneficiary were married under the marriage certificate for at least one year.
   c. Your beneficiary was living when your pension began.
   d. You and your beneficiary were not divorced from each other before your pension began.

A same-sex spouse is not eligible for the pre-retirement surviving spouse benefits described on pages 11-12, or for any other benefits provided to an opposite-sex spouse besides the Husband and Wife Pension.

WHEN YOU ARE READY TO RETIRE

APPLYING FOR A PENSION

When you are ready to retire, **YOU MUST FILE AN APPLICATION** for pension benefits. You can secure an application form at your local union office or by writing to the Bakery and Confectionery Union and Industry International Pension Fund, 10401 Connecticut Avenue, Kensington, Maryland 20895-3960.

AN APPLICATION FOR PENSION BENEFITS MUST BE FILED IN ADVANCE OF THE FIRST MONTH FOR WHICH PENSION BENEFITS ARE PAYABLE. FOR EXAMPLE, IF YOU WISH YOUR PENSION TO START ON NOVEMBER 1, YOUR APPLICATION MUST BE MAILED TO THE FUND OFFICE BEFORE NOVEMBER 1. IT IS ADVISABLE TO APPLY AS EARLY AS POSSIBLE.

A pension application can be filed up to one year in advance of your effective date of pension. However, a pension application filed more than a year in advance of your effective date of pension is null and void, **and a new application must be filed to apply for benefits.**

If you are over 70½ but have not applied for your pension, see "Mandatory Commencement of Benefits" on page 18 for an explanation of when your benefit will begin.

If you apply for a **DISABILITY PENSION,** your benefits do not start until the later of the seventh month after the onset of your disability or the first month after the Fund receives your pension application. For example, if you become disabled on April 15 your pension cannot start until November 1. You must of course file your application before November 1.

If you fail to file a timely application to receive your Disability Pension, your Disability Pension benefits will not be retroactive to when you first became eligible to receive Disability Pension benefits. Your Disability Pension will begin the month following receipt of your application.

You will be required to submit proof of age with your application. You will also be asked to list all employers for whom you have worked in the past. You also will be required to submit the documents described below:

- If you are married, you must submit a copy of your marriage certificate, unless you and your spouse reject the Husband and Wife Pension, as described on page 14.
- If you choose the 75% or 100% Husband and Wife Pension, you must submit proof of age for your spouse.
- If you have ever been divorced, you must provide copies of your divorce decree(s) and marital property settlement agreement(s) so that the Fund can determine whether your ex-spouse has been awarded a portion of your pension and that you are divorced.

When you apply for benefits, you will be required to submit evidence of any facts that are needed to support your benefit claim. The Trustees have discretion to determine whether the evidence that you submit is sufficient. In particular, if you contend that an employer has failed to report some or all of your Covered Employment to the Fund, it will be your burden to provide evidence of the work that was not reported and evidence that this work was in Covered Employment.

When you are ready to retire, the Pension Fund Office will be pleased to answer any questions you may have concerning your eligibility.

DIVORCE DECREES

The law was changed in August 1984 to provide that a judge in a divorce proceeding can grant a portion of a participant's pension to the spouse if it is done through a qualified domestic relations order.

If such a payment is required the participant's pension benefit will be reduced to take into account the amount that the spouse will receive.

In addition, if you are divorced, you must submit a copy of your Divorce Decree and Settlement Agreement to the Fund when applying for pension benefits. The Fund cannot pay you your pension benefits unless we receive this information.

DESIGNATING A BENEFICIARY

1. *Pensioner—Single*
   If you are single on the effective date of your pension, you can designate any beneficiary to receive the balance of pension benefits, if any, due upon your death under the 36 Month Guarantee or the 10-Year Option.
2. *Pensioner—Married*
   If you are married on the effective date of your pension, and if you chose a pension option other than a Husband and Wife Pension, you can designate any beneficiary to receive any pension benefits that may be due upon your death, but your spouse must consent to the beneficiary you designate. Also, you cannot change that designated beneficiary at a later date unless the person who was your spouse on the effective date of your pension consents to the change.

APPEALS

In order to assure complete fairness, the Trustees have a special appeals procedure in effect which permits an applicant to appeal any decision of the Pension Fund Office regarding eligibility for benefits or the amount of benefits.

You are entitled to receive a decision on your pension application within 90 days, unless special circumstances require a longer period for processing your application. If such special circumstances exist, you will be notified in writing of the reasons, and the decision on your pension application will be made by the end of one additional period of 90 days. If you apply for a Disability Pension, the initial period for processing your application is 45 days. If special circumstances require additional time, that period may be extended for two additional periods of 30 days each with notice to you of the reasons. With your voluntary consent, the time for processing an application for Disability Pension may be extended for a longer time (for example, if you are waiting for a Social Security disability determination).

If any application is denied, you will receive a written notice that describes the specific reasons for the denial and refers to the specific Plan provisions on which the denial is based. If your application is denied because you have not submitted adequate information to support it, you will be advised of what information is needed and why the Fund needs it.

To appeal from a decision that denied your application for benefits or that awarded benefits in an amount less than you expected, a letter of appeal must be addressed to the Board of Trustees at the Fund Office stating all of the facts of your case as you know them. Your Local Union will be glad to assist you in gathering the information necessary and submitting the appeal. The appeal must be sent within 180 days after you receive a letter denying your application in whole or in part or awarding you lower benefits than you think you should receive. Include with your appeal any written comments, documents, records or other information that supports your entitlement to the benefits you are requesting. All relevant evidence will be considered, even if it was not submitted with your initial application.

The Board of Trustees has appointed an Appeals Committee consisting of the Chairman and Secretary of the Board of Trustees. They meet every three months and review all appeals which have been submitted. At each meeting they will rule on the appeals which have been submitted at least thirty days prior to the meeting, and you will be notified shortly thereafter of their decision. In the event special circumstances require additional investigation of an appeal, the Committee may delay a decision until the following meeting, in which case you will be informed in writing. If the facts of the case require, in their opinion, a ruling by the full Board of Trustees, the appeal will be presented to the full Board at its next semi-annual meeting.

If you appeal from the denial of a Disability Pension, you must follow the rules described above. You may request a copy of any internal rule, guideline, or similar criterion on which the denial of your application was based. You may ask for identification of any medical or vocational expert whose advice was obtained by the Fund in connection with your application. If the denial was based in whole or in part on any medical judgment, the Appeals Committee will consult with a health care professional who has appropriate training and experience in the field of medicine involved in that medical judgment, and who played no role in the initial denial of your application. If the Appeals Committee denies your appeal after review of any such medical evidence, you will be entitled to receive an explanation of the clinical basis for that determination.

All appeals must be in writing, and no individual appearances are required or permitted. Upon request, you will be allowed reasonable access to, or will be provided copies of, all documents, records, and other information that are relevant to your claim for benefits.

WORKING AFTER YOU RETIRE

Depending on your age, once you begin to receive (or are entitled to receive) your pension, your benefits may be suspended in accordance with federal government regulations for any month in which you work in "Industry Employment" (as it is defined on this page).

- If you are under age 65, your benefits will be suspended for any month in which you work 40 or more hours in Industry Employment.
- If you are 65 or older, you can work in Industry Employment as much as you want, and your benefits will not be suspended (unless you have not made an application to start your benefits). This rule was first effective July 1, 2001.
- You may work outside Industry Employment at any age without affecting your pension.

The kind of work that can result in the suspension of your benefits is referred to here as "Industry Employment." It means work in the bakery and confectionery industry:

- in employment or self-employment (including as owner or partner in a business or as a consultant),
- union or non-union, or as a union officer or employee,
- in any trade or craft in which you worked while in Covered Employment, and
- in any state or Canadian province in which an employer was obligated to make contributions to the Pension Fund at the time you retired or at the time you reached normal retirement age.

(Participants who are entitled to benefits under another pension plan that merged with the Fund may be subject to different rules. Contact the Fund Office for details.)

If you return to Industry Employment before age 65, you must notify the Fund in writing within twenty-one (21) days of such employment. In addition, if the Fund requests information from you regarding employment you may currently have or have had since you began receiving pension benefits, you must comply within sixty (60) days of the request. If you want to know whether a particular job or type of work is Industry Employment, you may write to the Fund Office at the address given on page 18, and you will receive an answer to your question within a reasonable period of time after you provide all of the information that is necessary to make that determination.

If you do not give such written notice within the 21-day period or provide the requested information within the 60-day period as described above, your pension benefits shall be suspended for an additional 12 months over and above the suspension period. Please refer to Article VIII, Section 8.06 of the Rules and Regulations for rules governing Suspension of Benefits.

Once you stop working in the Industry, you should inform the Fund in writing and your benefits will recommence effective with the month following the month you stopped working in the Industry. At that time, you will receive the higher of (i) any new benefit to which you are entitled as a result of additional covered employment; or (ii) the benefit that you were entitled to receive before your benefits were suspended. The following special rules may apply: if you return to covered employment before reaching your normal retirement age (generally, age 65) and have not yet had a one year break in service, and you retire again before reaching your normal retirement age, your benefits will be reduced by the actuarial value of the benefits you received before returning to covered employment. If you return to covered employment after you have a one year break in service and are credited with less than 2,000 hours of service after your return, the benefit level applied to your benefits will be the benefit level that was in effect when you first retired.

If you return to work in covered employment after Normal Retirement Age, the amunt of your benefits will be recalculated annually to take into account any additional benefits that you have earned in the prior year.

MANDATORY COMMENCEMENT OF BENEFITS

If you are over 70½ but have not applied for your pension (unless you reached age 70½ before January 1, 1988), the Fund will begin paying your pension even if you are still working. Your pension benefit will begin as of the April 1st of the year following the calendar year in which you reached age 70½. For example, if you reach age 70½ in 2009, the Fund will begin paying you your pension benefit April 1, 2010, unless you have applied for your pension benefit prior to that date. If you continue to work in covered employment, your benefits will be recalculated annually to take into account any additional benefits that you have earned in the prior year.

PAYMENT OF BENEFITS

As a general rule, pension benefits from this Fund are paid on a monthly basis only. There are only five exceptions:

- Pensions with an actuarial present value of less than $1,000 are paid in a lump sum (but not before the Participant's earliest Pension Effective Date);
- Payments remaining after a Participant's death under the 36-month guarantee are paid in a lump sum to the Beneficiary;
- Payments remaining after a Participant's death under the 10-year Option are paid in a lump sum, based on the actuarial present value, if there is more than one Beneficiary, or if they are payable to an estate, or to any person other than the Participant's spouse or another beneficiary named by the Participant;
- Anyone receiving a benefit with an actuarial present value greater than $5,000 can make a one-time, irrevocable election to receive a single check for each year, paid in December; and
- Occasional Special Pension Payments granted by the Trustees based on the financial performance of the Fund's assets and paid in a lump sum at a time determined by the Trustees.

There are no rollover provisions in the Plan except that Participants or surviving spouses may roll over lump-sum payments they receive under the first two exceptions listed above. Also, some Special Pension Payments may constitute eligible rollover distributions, depending on their amount and the amount of your monthly pension.

CHANGES AFTER RETIREMENT

After your Pension begins, you will not be permitted to make any changes in the type of benefits you selected or the form in which you elected to receive your benefits, except as follows:

- You may request a change in the form in which your benefit is paid (one of the options described on pages 13-15) within 90 days after the date of your first pension check.
- You may request a change in the type of benefits you selected (as described on page 10) within 90 days after the date of your first pension check.
- If you are receiving a Disability Pension, you will be given another opportunity to elect the 50% Husband and Wife Pension or an Alternate Husband and Wife Pension when you reach age 65.
- If you continue or return to Covered Employment after your pension begins, and qualify for a different type of benefits or for an increased amount of pension, the Fund Office will notify you of any elections you may be entitled to make with respect to those additional benefits.

The Bakery and Confectionery Union and Industry International Pension Fund (the "Plan") is a defined benefit plan funded by employer contributions made pursuant to collective bargaining agreements between employers and the Bakery, Confectionery, Tobacco Workers and Grain Millers International Union. The Plan's Employer Identification Number is 52-6118572, the Plan number assigned to the Plan by the Department of Labor is 001 and the Plan year runs from January 1, to December 31. Participants may obtain information as to whether a particular employer contributes to the Plan by making written request for that information to the Plan Administrator. The address is Bakery and Confectionery Union and Industry International Pension Fund, 10401 Connecticut Avenue, Suite 320, Kensington, Maryland 20895-3960. The Board of Trustees is the Plan Administrator and serves as the Plan's agent for the service of process. The address is: Board of Trustees, Bakery and Confectionery Union and Industry International Pension Fund, 10401 Connecticut Avenue, Suite 320, Kensington, Maryland 20895-3960. Service of process may be made upon a Plan Trustee or the Plan Administrator.

This Plan is maintained pursuant to various collective bargaining agreements between the Bakery, Confectionery, Tobacco Workers and Grain Millers International Union and various employers. A copy of any such agreement may be obtained by a participant or beneficiary upon written request to the Plan Administrator, and is available for examination by participants and beneficiaries at the Fund Office.

The Trustees have full and complete authority to interpret and administer the Plan, and to make final and binding decisions regarding eligibility for benefits and all other interpretations of Plan terms.

Benefits of this Plan are insured by the Pension Benefit Guaranty Corporation (PBGC) if the Plan terminates. Generally, the PBGC guarantees most vested normal age retirement benefits, early retirement benefits, and certain disability and survivor's pensions. However, PBGC does not guarantee all types of benefits under covered plans, and the amount of benefit protection is subject to certain limitations.

The PBGC guarantees vested benefits at the level in effect on the date of plan termination. However, if a plan has been in effect less than five years before it terminates, or if benefits have been increased within the five years before plan termination, the whole amount of the plan's vested benefits or the benefit increase may not be guaranteed. In addition, there is a ceiling on the amount of monthly benefit that PBGC guarantees, which is adjusted periodically. For more information on the PBGC insurance protection and its limitations, ask your Plan Administrator or the PBGC. Inquiries to the PBGC should be addressed to the Office of Communications, PBGC, 1200 K Street, N.W., Washington, D.C. 20005. The PBGC Office of Communications may also be reached by calling (202) 326-4040.

As a participant in the Bakery and Confectionery Union and Industry International Pension Fund, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). **ERISA** provides that all plan participants shall be entitled to:

Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all plan documents, including insurance contracts, collective bargaining agreements and copies of all documents filed by the plan with the U.S. Department of Labor, such as detailed annual reports and plan descriptions;

Obtain copies of all plan documents and other plan information upon written request to the Plan Administrator. The Administrator may make a reasonable charge for the copies;

Receive an annual notice describing the Plan's financial condition. The Plan Administrator is required by law to furnish each participant with a copy of this annual notice.

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

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

If your claim for a pension is denied in whole or in part, you must receive a written explanation of the reason for the denial. You have the right to have the Plan review and reconsider your claim. Under **ERISA**, there are steps you can take to enforce the above rights. For instance, if you request materials from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to $110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Administrator. If you first have a valid claim for benefits which is denied or ignored, in whole or in part, you may file suit in a federal or state court if you have filed an appeal with the Fund Office as described on pages 16-17 that was not resolved to your satisfaction. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The Board of Trustees is the Agent for Service of Process. The court will decide who should pay court costs and legal fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim frivolous. If you are successful, the court may order the person you have sued to pay these costs and fees. Further, you have similar rights if you request certain materials from the Fund and they are not provided to you within a reasonable time, except for reasonable cause. If you have any questions about your Plan, you should contact the Plan Administrator.

If you have any questions about this statement or about your rights under **ERISA,** you may contact the nearest Area Office of the Pension and Welfare Benefits Administration, U.S. Department of Labor, listed in your telephone directory, or the Division of Technical Assistance and Inquiries, Pension and Welfare Benefits Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

Nothing in this statement is meant to interpret or extend or change in any way the provisions expressed in the Plan. The Trustees reserve the right to amend, modify or discontinue all or part of this Plan whenever, in their judgment, conditions so warrant.

In the event that you receive any overpayment from the Fund, the Trustees are entitled to recover the overpayment by reducing future benefits to you (or to your beneficiary or beneficiaries after your death), or by any other means that they consider necessary or appropriate, regardless of the reason for the overpayment. The Trustees are entitled to recover any overpayments to beneficiaries in the same manner.

Pension Option
Actuarial Charts
Effective for Pensions On or After
January 1, 2009

Age of Spouse in Relation To Participant	50% H&W and 50% Disability H&W	75% H&W	75% Disability H&W	75% H&W Pop-Up	75% Disability H&W Pop-Up	100% H&W	100% Disability H&W	100% H&W Pop-Up	100% Disability H&W Pop-Up
Maximum Reduction		90.5%	85.5%	89.0%	85.0%	85.0%	77.5%	81.5%	77.0%
9 Years Younger		90.9%	85.9%	89.4%	85.3%	85.4%	77.9%	82.1%	77.3%
8 Years Younger		91.3%	86.3%	89.8%	85.6%	85.8%	78.3%	82.7%	77.6%
7 Years Younger		91.7%	86.7%	90.2%	85.9%	86.2%	78.7%	83.3%	77.9%
6 Years Younger		92.1%	87.1%	90.6%	86.2%	86.6%	79.1%	83.9%	78.2%
5 Years Younger		92.5%	87.5%	91.0%	86.5%	87.0%	79.5%	84.5%	78.5%
4 Years Younger		92.9%	87.9%	91.4%	86.8%	87.4%	79.9%	85.1%	78.8%
3 Years Younger		93.3%	88.3%	91.8%	87.1%	87.8%	80.3%	85.7%	79.1%
2 Years Younger		93.7%	88.7%	92.2%	87.4%	88.2%	80.7%	86.3%	79.4%
1 Year Younger		94.1%	89.1%	92.6%	87.7%	88.6%	81.1%	86.9%	79.7%
Same Age	NO REDUCTION	94.5%	89.5%	93.0%	88.0%	89.0%	81.5%	87.5%	80.0%
1 Year Older		94.9%	89.9%	93.4%	88.3%	89.4%	81.9%	88.1%	80.3%
2 Years Older		95.3%	90.3%	93.8%	88.6%	89.8%	82.3%	88.7%	80.6%
3 Years Older		95.7%	90.7%	94.2%	88.9%	90.2%	82.7%	89.3%	80.9%
4 Years Older		96.1%	91.1%	94.6%	89.2%	90.6%	83.1%	89.9%	81.2%
5 Years Older		96.5%	91.5%	95.0%	89.5%	91.0%	83.5%	90.5%	81.5%
6 Years Older		96.9%	91.9%	95.4%	89.8%	91.4%	83.9%	91.1%	81.8%
7 Years Older		97.3%	92.3%	95.8%	90.1%	91.8%	84.3%	91.7%	82.1%
8 Years Older		97.7%	92.7%	96.2%	90.4%	92.2%	84.7%	92.3%	82.4%
9 Years Older		98.1%	93.1%	96.6%	90.7%	92.6%	85.1%	92.9%	82.7%
10 Years Older		98.5%	93.5%	97.0%	91.1%	93.0%	85.5%	93.5%	83.0%
Each Year Older Maximum 99%		0.4%	0.4%	0.4%	0.3%	0.4%	0.4%	0.6%	0.3%

10-Year Certain Option
Effective December 1, 1990

Pensioner's Age	48	49	50	51	52	53	54	55
Reduction Factor	98.67%	98.52%	98.35%	98.18%	97.98%	97.78%	97.54%	97.29%
Pensioner's Age	56	57	58	59	60	61	62	63
Reduction Factor	97.00%	96.68%	96.31%	95.89%	95.41%	94.88%	94.27%	93.59%
Pensioner's Age	64	65	66	67	68	69	70	71
Reduction Factor	92.83%	91.99%	91.08%	90.09%	89.04%	87.92%	86.73%	85.49%

Examples — Pension Calculations

Plan A — Early Retirement (ERT)

Pension Type	ERT
Pension Option	See Below
Pension Effective (PE)	06/01/01
Pension Credit	23 yrs 6 mths
Pension Benefit Level	$1,200
D-	$0
Supplement	$0
DOB - Pensioner	12/02/1945
Age on PE Date	55 yrs 5 mths
DOB - Spouse	05/10/1950
Age on PE Date	51 yrs 0 mths
Age Difference	4 yrs younger

Calculation:

Pension Benefit Level		Pension Credit		Payable at age 65		Age Decrease		Payable at age 55-5
$1,200	x	282 / 300	x	$1,128.00	x	42.5%	=	$479.40

Regular Option	10 Year Certain Option	50% H&W Option	75% H&W Option	100% H&W Option
$480	$467	$480	$446	$420
	97.29%		92.9%	87.4%
			Pop Up	Pop Up
			$439	$408
			91.4%	85.1%

Pension Credit - the amount of time worked in relation to 25 years (300 months)

Age Reduction - 1/2 of 1% for each month younger than 65
a) age 55 years 5 months - 115 months younger x 1/2 of 1% = 57.5% reduction

Husband and Wife Factors based on difference in age on effective date

% Reduction Factors taken from Actuarial Charts on Page 21

Supplement - In order to receive the supplemental benefit you must have earned at least 3 months of future service credit between January 1, 1990 and July 1, 1991 and your effective date of pension had to be April 1, 1991 or after.

Examples — Pension Calculations

Plan A — Early Retirement (ERT)

Pension Type	ERT/Sup
Pension Option	See Below
Pension Effective (PE)	06/01/01
Pension Credit	23 yrs 6 mths
Pension Benefit Level	$1,200
D-	$0
Supplement	$175
DOB - Pensioner	12/02/1945
Age on PE Date	55 yrs 5 mths
DOB - Spouse	05/10/1950
Age on PE Date	51 yrs 0 mths
Age Difference	4 yrs younger

Calculation:

Pension Benefit Level		Pension Credit		Payable at age 65		Age Decrease		Payable at age 55-5
$1,375	x	282 / 300	x	$1,292.50	x	42.5%	=	$549.31

Regular Option	10 Year Certain Option	50% H&W Option	75% H&W Option	100% H&W Option
$550	$535	$550	$511	$481
	97.29%		92.9%	87.4%
			Pop Up	Pop Up
			$503	$468
			91.4%	85.1%

Pension Credit - the amount of time worked in relation to 25 years (300 months)

Age Reduction - 1/2 of 1% for each month younger than 65
a) age 55 years 5 months - 115 months younger x 1/2 of 1% = 57.5% reduction

Husband and Wife Factors based on difference in age on effective date

% Reduction Factors taken from Actuarial Charts on Page 21

Supplement - In order to receive the supplemental benefit you must have earned at least 3 months of future service credit between January 1, 1990 and July 1, 1991 and your effective date of pension had to be April 1, 1991 or after.

The Plan A Supplement is determined by adding the applicable Pension Benefit Level and the applicable Plan D amount together to determine the Final Benefit Level on which your Plan A Supplement will be based.

Examples — Pension Calculations

Plan A — Early Retirement (ERT)

Pension Type	ERT/D-4%/Sup	
Pension Option	See Below	
Pension Effective (PE)	06/01/01	
Pension Credit	30 yrs 6 mths	
Pension Benefit Level	$1,200	
D-4%	$264	Calculations: $1200 x 4% x 5 yrs 6 mos = $264
Supplement	$200	Supplement: $1200 + $264 = $1464
DOB - Pensioner	12/02/1945	
Age on PE Date	55 yrs 5 mths	
DOB - Spouse	05/10/1950	
Age on PE Date	51 yrs 0 mths	
Age Difference	4 yrs younger	

Calculation:

Pension Benefit Level		Pension Credit		Payable at age 65		Age Decrease		Payable at age 55-5
$1,664	x	300 / 300	x	$1,664.00	x	42.5%	=	$707.20

Regular Option	10 Year Certain Option	50% H&W Option	75% H&W Option	100% H&W Option
$707	$689	$707	$657	$618
	97.29%		92.9%	87.4%
			Pop Up	Pop Up
			$647	$602
			91.4%	85.1%

Pension Credit - the amount of time worked in relation to 25 years (300 months)

Age Reduction - 1/2 of 1% for each month younger than 65
a) age 55 years 5 months - 115 months younger x 1/2 of 1% = 57.5% reduction

Husband and Wife Factors based on difference in age on effective date

% Reduction Factors taken from Actuarial Charts on Page 21

Supplement - In order to receive the supplemental benefit you must have earned at least 3 months of future service credit between January 1, 1990 and July 1, 1991 and your effective date of pension had to be April 1, 1991 or after.

The Plan A Supplement is determined by adding the applicable Pension Benefit Level and the applicable Plan D amount together to determine the Final Benefit Level on which your Plan A Supplement will be based.

Examples — Pension Calculations

Plan A — Vested (PAV)

Pension Type	PAV
Pension Option	See Below
Pension Effective (PE)	06/01/01
Pension Credit	10 yrs 6 mths
Pension Benefit Level	$1,200
D-	$0
Supplement	$0
DOB - Pensioner	05/02/1936
Age on PE Date	65 yrs 0 mths
DOB - Spouse	05/10/1940
Age on PE Date	61 yrs 0 mths
Age Difference	4 yrs younger

Calculation:

Pension Benefit Level		Pension Credit		Payable at age 65		Age Decrease		Payable at age 65-0
$1,200	x	126 / 300	x	$504.00	x	n/a	=	$504.00

Regular Option	10 Year Certain Option	50% H&W Option	75% H&W Option	100% H&W Option
$504	$464	$504	$468	$441
	91.99%		92.9%	87.4%
			Pop Up	Pop Up
			$461	$429
			91.4%	85.1%

Pension Credit - the amount of time worked in relation to 25 years (300 months)

Age Reduction - 1/2 of 1% for each month younger than 65
a) age 65 years 0 months - 0 months younger x 1/2 of 1% = 0% reduction

Husband and Wife Factors based on difference in age on effective date

% Reduction Factors taken from Actuarial Charts on Page 21

Supplement - In order to receive the supplemental benefit you must have earned at least 3 months of future service credit between January 1, 1990 and July 1, 1991 and your effective date of pension had to be April 1, 1991 or after.

Examples — Pension Calculations

Plan A — Vested (PAV)

Pension Type	PAV/Sup
Pension Option	See Below
Pension Effective (PE)	06/01/01
Pension Credit	10 yrs 6 mths
Pension Benefit Level	$1,200
D-	$0
Supplement	$175
DOB - Pensioner	05/02/1936
Age on PE Date	65 yrs 0 mths
DOB - Spouse	05/10/1940
Age on PE Date	61 yrs 0 mths
Age Difference	4 yrs younger

Calculation:

Pension Benefit Level		Pension Credit		Payable at age 65		Age Decrease		Payable at age 65-0
$1,375	x	126 / 300	x	$577.50	x	n/a	=	$577.50

Regular Option	10 Year Certain Option	50% H&W Option	75% H&W Option	100% H&W Option
$578	$532	$578	$537	$505
	91.99%		92.9%	87.4%
			Pop Up	Pop Up
			$528	$492
			91.4%	85.1%

Pension Credit - the amount of time worked in relation to 25 years (300 months)

Age Reduction - 1/2 of 1% for each month younger than 65
  a) age 65 years 0 months - 0 months younger x 1/2 of 1% = 0% reduction

Husband and Wife Factors based on difference in age on effective date

% Reduction Factors taken from Actuarial Charts on Page 21

Supplement - In order to receive the supplemental benefit you must have earned at least 3 months of future service credit between January 1, 1990 and July 1, 1991 and your effective date of pension had to be April 1, 1991 or after.

The Plan A Supplement is determined by adding the applicable Pension Benefit Level and the applicable Plan D amount together to determine the Final Benefit Level on which your Plan A Supplement will be based.

Examples — Pension Calculations

Plan A — Reduced (RED)

Pension Type	RED
Pension Option	See Below
Pension Effective (PE)	06/01/01
Pension Credit	23 yrs 6 mths
Pension Benefit Level	$1,200
D-	$0
Supplement	$0
DOB - Pensioner	05/02/1936
Age on PE Date	65 yrs 0 mths
DOB - Spouse	05/10/1940
Age on PE Date	61 yrs 0 mths
Age Difference	4 yrs younger

Calculation:

Pension Benefit Level		Pension Credit		Payable at age 65		Age Decrease		Payable at age 65-0
$1,200	x	282 / 300	x	$1,128.00	x	n/a	=	$1,128.00

Regular Option	10 Year Certain Option	50% H&W Option	75% H&W Option	100% H&W Option
$1,128	$1,038	$1,128	$1,048	$986
	91.99%		92.9%	87.4%
			Pop Up	Pop Up
			$1,031	$960
			91.4%	85.1%

Pension Credit - the amount of time worked in relation to 25 years (300 months)

Age Reduction - 1/2 of 1% for each month younger than 65
a) age 65 years 0 months - 0 months younger x 1/2 of 1% = 0% reduction

Husband and Wife Factors based on difference in age on effective date

% Reduction Factors taken from Actuarial Charts on Page 21

Supplement - In order to receive the supplemental benefit you must have earned at least 3 months of future service credit between January 1, 1990 and July 1, 1991 and your effective date of pension had to be April 1, 1991 or after.

Examples — Pension Calculations

Plan A — Reduced (RED)

Pension Type	RED/Sup
Pension Option	See Below
Pension Effective (PE)	06/01/01
Pension Credit	23 yrs 6 mths
Pension Benefit Level	$1,200
D-	$0
Supplement	$175
DOB - Pensioner	05/02/1936
Age on PE Date	65 yrs 0 mths
DOB - Spouse	05/10/1940
Age on PE Date	61 yrs 0 mths
Age Difference	4 yrs younger

Calculation:

Pension Benefit Level		Pension Credit		Payable at age 65		Age Decrease		Payable at age 65-0
$1,375	x	282 / 300	x	$1,292.50	x	n/a	=	$1,292.50

Regular Option	10 Year Certain Option	50% H&W Option	75% H&W Option	100% H&W Option
$1,293	$1,189	$1,293	$1,201	$1,131
	91.99%		92.9%	87.4%
			Pop Up	Pop Up
			$1,182	$1,100
			91.4%	85.1%

Pension Credit - the amount of time worked in relation to 25 years (300 months)

Age Reduction - 1/2 of 1% for each month younger than 65
a) age 65 years 0 months - 0 months younger x 1/2 of 1% = 0% reduction

Husband and Wife Factors based on difference in age on effective date

% Reduction Factors taken from Actuarial Charts on Page 21

Supplement - In order to receive the supplemental benefit you must have earned at least 3 months of future service credit between January 1, 1990 and July 1, 1991 and your effective date of pension had to be April 1, 1991 or after.

The Plan A Supplement is determined by adding the applicable Pension Benefit Level and the applicable Plan D amount together to determine the Final Benefit Level on which your Plan A Supplement will be based.

Examples — Pension Calculations

Plan A — Normal (NOR)

Pension Type	NOR
Pension Option	See Below
Pension Effective (PE)	06/01/01
Pension Credit	25 yrs 6 mths
Pension Benefit Level	$1,200
D-	$0
Supplement	$0
DOB - Pensioner	05/02/1936
Age on PE Date	65 yrs 0 mths
DOB - Spouse	05/10/1940
Age on PE Date	61 yrs 0 mths
Age Difference	4 yrs younger

Calculation:

Pension Benefit Level		Pension Credit		Payable at age 65		Age Decrease		Payable at age 65-0
$1,200	x	300 / 300	x	$1,200.00	x	n/a	=	$1,200.00

Regular Option	10 Year Certain Option	50% H&W Option	75% H&W Option	100% H&W Option
$1,200	$1,104	$1,200	$1,115	$1,049
	91.99%		92.9%	87.4%
			Pop Up	Pop Up
			$1,097	$1,022
			91.4%	85.1%

Pension Credit - the amount of time worked in relation to 25 years (300 months)

Age Reduction - 1/2 of 1% for each month younger than 65
a) age 65 years 0 months - 0 months younger x 1/2 of 1% = 0% reduction

Husband and Wife Factors based on difference in age on effective date

% Reduction Factors taken from Actuarial Charts on Page 21

Supplement - In order to receive the supplemental benefit you must have earned at least 3 months of future service credit between January 1, 1990 and July 1, 1991 and your effective date of pension had to be April 1, 1991 or after.

Examples — Pension Calculations

Plan A — Normal (NOR)

Pension Type	NOR/Sup
Pension Option	See Below
Pension Effective (PE)	06/01/01
Pension Credit	25 yrs 6 mths
Pension Benefit Level	$1,200
D-	$0
Supplement	$175
DOB - Pensioner	05/02/1936
Age on PE Date	65 yrs 0 mths
DOB - Spouse	05/10/1940
Age on PE Date	61 yrs 0 mths
Age Difference	4 yrs younger

Calculation:

Pension Benefit Level		Pension Credit		Payable at age 65		Age Decrease		Payable at age 65-0
$1,375	x	300 / 300	x	$1,375.00	x	n/a	=	$1,375.00

Regular Option	10 Year Certain Option	50% H&W Option	75% H&W Option	100% H&W Option
$1,375	$1,265	$1,375	$1,278	$1,202
	91.99%		92.9%	87.4%
			Pop Up	Pop Up
			$1,257	$1,171
			91.4%	85.1%

Pension Credit - the amount of time worked in relation to 25 years (300 months)

Age Reduction - 1/2 of 1% for each month younger than 65
a) age 65 years 0 months - 0 months younger x 1/2 of 1% = 0% reduction

Husband and Wife Factors based on difference in age on effective date

% Reduction Factors taken from Actuarial Charts on Page 21

Supplement - In order to receive the supplemental benefit you must have earned at least 3 months of future service credit between January 1, 1990 and July 1, 1991 and your effective date of pension had to be April 1, 1991 or after.

The Plan A Supplement is determined by adding the applicable Pension Benefit Level and the applicable Plan D amount together to determine the Final Benefit Level on which your Plan A Supplement will be based.

Examples — Pension Calculations

Plan A — Normal (NOR)

Pension Type	NOR/D-4%/Sup	
Pension Option	See Below	
Pension Effective (PE)	06/01/01	
Pension Credit	30 yrs 6 mths	
Pension Benefit Level	$1,200	
D-4%	$264	Calculations: $1200 x 4% x 5 yrs 6 mos = $264
Supplement	$200	Supplement: $1200 + $264 = $1464
DOB - Pensioner	05/02/1936	
Age on PE Date	65 yrs 0 mths	
DOB - Spouse	05/10/1940	
Age on PE Date	61 yrs 0 mths	
Age Difference	4 yrs younger	

Calculation:

Pension Benefit Level		Pension Credit		Payable at age 65		Age Decrease		Payable at age 55-5
$1,664	x	300 / 300	x	$1,664.00	x	n/a	=	$1,664.00

Regular Option	10 Year Certain Option	50% H&W Option	75% H&W Option	100% H&W Option
$1,664	$1,531	$1,664	$1,546	$1,455
	91.99%		92.9%	87.4%
			Pop Up	Pop Up
			$1,521	$1,417
			91.4%	85.1%

Pension Credit - the amount of time worked in relation to 25 years (300 months)

Age Reduction - 1/2 of 1% for each month younger than 65
a) age 65 years 0 months - 0 months younger x 1/2 of 1% = 0% reduction

Husband and Wife Factors based on difference in age on effective date

% Reduction Factors taken from Actuarial Charts on Page 21

Supplement - In order to receive the supplemental benefit you must have earned at least 3 months of future service credit between January 1, 1990 and July 1, 1991 and your effective date of pension had to be April 1, 1991 or after.

The Plan A Supplement is determined by adding the applicable Pension Benefit Level and the applicable Plan D amount together to determine the Final Benefit Level on which your Plan A Supplement will be based.

Examples — Pension Calculations

Plan G — Golden 80 (G80)

Pension Type	G80
Pension Option	See Below
Pension Effective (PE)	06/01/01
Pension Credit	25 yrs 6 mths
Pension Benefit Level	$1,200
D-	$0
Supplement	$0
DOB - Pensioner	11/10/1946
Age on PE Date	54 yrs 6 mths
DOB - Spouse	05/10/1951
Age on PE Date	50 yrs 0 mths
Age Difference	4 yrs younger

Calculation: Pension Benefit Level	Payable When Age & Service Equals 80		Age Decrease		Payable at age 54-6
$1,200	$1,200.00	x	n/a	=	$1,200.00

Regular Option	10 Year Certain Option	50% H&W Option	75% H&W Option	100% H&W Option
$1,200	$1,171	$1,200	$1,115	$1,049
	97.54%		92.9%	87.4%
			Pop Up	Pop Up
			$1,907	$1,022
			91.4%	85.1%

Age and Service on effective date of pension equals 80 or greater
(note: If you began participating after Dec. 3, 1998, you must have a minimum of 10 years service to be eligible for this pension)

Age Reduction - Not Applicable

Husband and Wife Factors based on difference in age on effective date

% Reduction Factors taken from Actuarial Charts on Page 21

Supplement - In order to receive the supplemental benefit you must have earned at least 3 months of future service credit between January 1, 1990 and July 1, 1991 and your effective date of pension had to be April 1, 1991 or after.

Examples — Pension Calculations

Plan G — Golden 80 (G80)

Pension Type	G80/Sup
Pension Option	See Below
Pension Effective (PE)	06/01/01
Pension Credit	25 yrs 6 mths
Pension Benefit Level	$1,200
D-	$0
Supplement	$175
DOB - Pensioner	11/10/1946
Age on PE Date	54 yrs 6 mths
DOB - Spouse	05/10/1951
Age on PE Date	50 yrs 0 mths
Age Difference	4 yrs younger

Calculation: Pension Benefit Level	Payable When Age & Service Equals 80		Age Decrease		Payable at age 54-6
$1,375	$1,375.00	x	n/a	=	$1,375.00

Regular Option	10 Year Certain Option	50% H&W Option	75% H&W Option	100% H&W Option
$1,375	$1,342	$1,375	$1,278	$1,202
	97.54%		92.9%	87.4%
			Pop Up	Pop Up
			$1,257	$1,171
			91.4%	85.1%

Age and Service on effective date of pension equals 80 or greater
(note: If you began participating after Dec. 3, 1998, you must have a minimum of 10 years service to be eligible for this pension)

Age Reduction - Not Applicable

Husband and Wife Factors based on difference in age on effective date

% Reduction Factors taken from Actuarial Charts on Page 21

Supplement - In order to receive the supplemental benefit you must have earned at least 3 months of future service credit between January 1, 1990 and July 1, 1991 and your effective date of pension had to be April 1, 1991 or after.

The Plan A Supplement is determined by adding the applicable Pension Benefit Level and the applicable Plan D amount together to determine the Final Benefit Level on which your Plan A Supplement will be based.

Examples — Pension Calculations

Plan G — Golden 80 (G80)

Pension Type	G80/D-4%/Sup	
Pension Option	See Below	
Pension Effective (PE)	06/01/01	
Pension Credit	30 yrs 6 mths	
Pension Benefit Level	$1,200	
D-4%	$264	Calculations: $1200 x 4% x 5 yrs 6 mos = $264
Supplement	$200	Supplement: $1200 + $264 = $1464
DOB - Pensioner	11/10/1951	
Age on PE Date	49 yrs 6 mths	
DOB - Spouse	08/10/1955	
Age on PE Date	45 yrs 9 mths	
Age Difference	4 yrs younger	

Calculation: Pension Benefit Level	Payable When Age & Service Equals 80	x	Age Decrease	=	Payable at age 49-6
$1,664	$1,664.00		n/a		$1,664.00

Regular Option	10 Year Certain Option	50% H&W Option	75% H&W Option	100% H&W Option
$1,664	$1,640	$1,664	$1,546	$1,455
	98.52%		92.9%	87.4%
			Pop Up	Pop Up
			$1,521	$1,417
			91.4%	85.1%

Age and Service on effective date of pension equals 80 or greater
(note: If you began participating after Dec. 3, 1998, you must have a minimum of 10 years service to be eligible for this pension)

Age Reduction - Not Applicable

Husband and Wife Factors based on difference in age on effective date

% Reduction Factors taken from Actuarial Charts on Page 21

Supplement - In order to receive the supplemental benefit you must have earned at least 3 months of future service credit between January 1, 1990 and July 1, 1991 and your effective date of pension had to be April 1, 1991 or after.

The Plan A Supplement is determined by adding the applicable Pension Benefit Level and the applicable Plan D amount together to determine the Final Benefit Level on which your Plan A Supplement will be based.

Examples — Pension Calculations

Plan C — Golden 90 (C90)

Pension Type	C90
Pension Option	See Below
Pension Effective (PE)	06/01/01
Pension Credit	30 yrs 6 mths
Pension Benefit Level	$1,200
D-	$0
Supplement	$0
DOB - Pensioner	11/10/1941
Age on PE Date	59 yrs 6 mths
DOB - Spouse	08/10/1945
Age on PE Date	55 yrs 9 mths
Age Difference	4 yrs younger

Calculation: Pension Benefit Level	Payable When Age & Service Equals 80		Age Decrease		Payable at age 59-6
$1,200	$1,200.00	x	n/a	=	$1,200.00

Regular Option	10 Year Certain Option	50% H&W Option	75% H&W Option	100% H&W Option
$1,200	$1,151	$1,200	$1,115	$1,049
	95.89%		92.9%	87.4%
			Pop Up	Pop Up
			$1,097	$1,022
			91.4%	85.1%

Age and Service on effective date of pension equals 80 or greater
(note: If you began participating after Dec. 3, 1998, you must have a minimum of 10 years service to be eligible for this pension)

Age Reduction - Not Applicable

Husband and Wife Factors based on difference in age on effective date

% Reduction Factors taken from Actuarial Charts on Page 21

Supplement - In order to receive the supplemental benefit you must have earned at least 3 months of future service credit between January 1, 1990 and July 1, 1991 and your effective date of pension had to be April 1, 1991 or after.

Examples — Pension Calculations

Plan C — Golden 90 (C90)

Pension Type	C90/Sup
Pension Option	See Below
Pension Effective (PE)	06/01/01
Pension Credit	30 yrs 6 mths
Pension Benefit Level	$1,200
D-	$0
Supplement	$175
DOB - Pensioner	11/10/1941
Age on PE Date	59 yrs 6 mths
DOB - Spouse	08/10/1945
Age on PE Date	55 yrs 9 mths
Age Difference	4 yrs younger

Calculation: Pension Benefit Level	Payable When Age & Service Equals 80		Age Decrease		Payable at age 59-6
$1,375	$1,375.00	x	n/a	=	$1,375.00

Regular Option	10 Year Certain Option	50% H&W Option	75% H&W Option	100% H&W Option
$1,375	$1,319	$1,375	$1,278	$1,202
	95.89%		92.9%	87.4%
			Pop Up	Pop Up
			$1,257	$1,171
			91.4%	85.1%

Age and Service on effective date of pension equals 80 or greater
(note: If you began participating after Dec. 3, 1998, you must have a minimum of 10 years service to be eligible for this pension)

Age Reduction - Not Applicable

Husband and Wife Factors based on difference in age on effective date

% Reduction Factors taken from Actuarial Charts on Page 21

Supplement - In order to receive the supplemental benefit you must have earned at least 3 months of future service credit between January 1, 1990 and July 1, 1991 and your effective date of pension had to be April 1, 1991 or after.

The Plan A Supplement is determined by adding the applicable Pension Benefit Level and the applicable Plan D amount together to determine the Final Benefit Level on which your Plan A Supplement will be based.

Examples — Pension Calculations

Plan C — Golden 90 (C90)

Pension Type	C90/D-4%/Sup	
Pension Option	See Below	
Pension Effective (PE)	06/01/01	
Pension Credit	30 yrs 6 mths	
Pension Benefit Level	$1,200	
D-4%	$264	Calculations: $1200 x 4% x 5 yrs 6 mos = $264
Supplement	$200	Supplement: $1200 + $264 = $1464
DOB - Pensioner	11/10/1941	
Age on PE Date	59 yrs 6 mths	
DOB - Spouse	08/10/1945	
Age on PE Date	55 yrs 9 mths	
Age Difference	4 yrs younger	

Calculation: Pension Benefit Level	Payable When Age & Service Equals 80	x	Age Decrease	=	Payable at age 59-6
$1,664	$1,664.00		n/a		$1,664.00

Regular Option	10 Year Certain Option	50% H&W Option	75% H&W Option	100% H&W Option
$1,664	$1,596	$1,664	$1,546	$1,455
	95.89%		92.9%	87.4%
			Pop Up	Pop Up
			$1,521	$1,417
			91.4%	85.1%

Age and Service on effective date of pension equals 80 or greater
(note: If you began participating after Dec. 3, 1998, you must have a minimum of 10 years service to be eligible for this pension)

Age Reduction - Not Applicable

Husband and Wife Factors based on difference in age on effective date

% Reduction Factors taken from Actuarial Charts on Page 21

Plan A Supplement - In order to receive the Plan A Supplement benefit you must have earned at least 3 months of future service credit between January 1, 1990 and July 1, 1991 and your effective date of pension had to be April 1, 1991 or after.

The Plan A Supplement is determined by adding the applicable Pension Benefit Level and the applicable Plan D amount together to determine the Final Benefit Level on which your Plan A Supplement will be based.

Examples — Pension Calculations

Plan A — Disability (DIS)

Pension Type	DIS
Pension Option	See Below
Pension Effective (PE)	06/01/01
Pension Credit	20 yrs 6 mths
Pension Benefit Level	$1,200
D-	$0
Supplement	$0
DOB - Pensioner	05/02/1950
Age on PE Date	51 yrs 0 mths
DOB - Spouse	05/10/1954
Age on PE Date	47 yrs 0 mths
Age Difference	4 yrs younger

Calculation:

Pension Benefit Level		Pension Credit		Payable at age 65		Age Decrease		Payable at age 51-0
$1,200	x	246 / 300	x	$984.00	x	n/a	=	$984.00

Regular Option	10 Year Certain Option	50% H&W Option	Disability 75% H&W Option	Disability 100% H&W Option
$984	n/a	$984	$865	$787
			87.9%	79.9%
			Pop Up	Pop Up
			$855	$776
			86.8%	78.8%

Pension Credit - the amount of time worked in relation to 25 years (300 months)

Supplement - In order to receive the supplemental benefit you must have earned at least 3 months of future service credit between January 1, 1990 and July 1, 1991 and your effective date of pension had to be April 1, 1991 or after.

The 75% and 100% Husband and Wife Options are only applicable to Disability Pensions if the effective dates of pension are January 2009 and after. If you have a Disability Pension with an effective date before January 2009, you may have an opportunity to elect these options when you reach age 65.

Please note: the formula used would be the same regardless of the age of the participant at their effective date of Pension.

Examples — Pension Calculations

Plan A — Disability (DIS)

Pension Type	DIS/Sup
Pension Option	See Below
Pension Effective (PE)	06/01/01
Pension Credit	20 yrs 6 mths
Pension Benefit Level	$1,200
D-	$0
Supplement	$175
DOB - Pensioner	05/02/1950
Age on PE Date	51 yrs 0 mths
DOB - Spouse	05/10/1954
Age on PE Date	47 yrs 0 mths
Age Difference	4 yrs younger

Calculation:

Pension Benefit Level		Pension Credit		Payable at age 65		Age Decrease		Payable at age 51-0
$1,375	x	246 / 300	x	$1,127.50	x	n/a	=	$1,127.50

Regular Option	10 Year Certain Option	50% H&W Option	Disability 75% H&W Option	Disability 100% H&W Option
$1,128	n/a	$1,128	$992	$902
			87.9%	79.9%
			Pop Up	Pop Up
			$980	$889
			86.8%	78.8%

Pension Credit - the amount of time worked in relation to 25 years (300 months)

Supplement - In order to receive the supplemental benefit you must have earned at least 3 months of future service credit between January 1, 1990 and July 1, 1991 and your effective date of pension had to be April 1, 1991 or after.

The 75% and 100% Husband and Wife Options are only applicable to Disability Pensions if the effective dates of pension are January 2009 and after. If you have a Disability Pension with an effective date before January 2009, you may have an opportunity to elect these options when you reach age 65.

Please note: the formula used would be the same regardless of the age of the participant at their effective date of Pension.

Examples — Pension Calculations

Plan A — Disability (DIS)

Pension Type	DIS/D-4%/Sup	
Pension Option	See Below	
Pension Effective (PE)	06/01/01	
Pension Credit	30 yrs 6 mths	
Pension Benefit Level	$1,200	
D-4%	$264	Calculations: $1200 x 4% x 5 yrs 6 mos = $264
Supplement	$200	Supplement: $1200 + $264 = $1464
DOB - Pensioner	05/02/1950	
Age on PE Date	51 yrs 0 mths	
DOB - Spouse	05/10/1954	
Age on PE Date	47 yrs 0 mths	
Age Difference	4 yrs younger	

Calculation:

Pension Benefit Level		Pension Credit		Payable at age 65		Age Decrease		Payable at age 51-0
$1,664	x	300 / 300	x	$1,664.00	x	n/a	=	$1,664.00

Regular Option	10 Year Certain Option	50% H&W Option	Disability 75% H&W Option	Disability 100% H&W Option
$1,664	n/a	$1,664	$1,463	$1,329
			87.9%	79.9%
			Pop Up	Pop Up
			$1,445	$1,212
			86.8%	78.8%

Pension Credit - the amount of time worked in relation to 25 years (300 months)

Supplement - In order to receive the supplemental benefit you must have earned at least 3 months of future service credit between January 1, 1990 and July 1, 1991 and your effective date of pension had to be April 1, 1991 or after.

The 75% and 100% Husband and Wife Options are only applicable to Disability Pensions if the effective dates of pension are January 2009 and after. If you have a Disability Pension with an effective date before January 2009, you may have an opportunity to elect these options when you reach age 65.

Please note: the formula used would be the same regardless of the age of the participant at their effective date of Pension.

Examples — Pension Calculations

Plan A — Early Retirement (ERT) Social Security Option (60-62)

Pension Type	ERT/D-4%/Sup	
Pension Option	See Below	
Pension Effective (PE)	12/01/01	
Pension Credit	30 yrs 6 mths	
Pension Benefit Level	$1,200	
D-4%	$264	Calculations: $1200 x 4% x 5 yrs 6 mos = $264
Supplement	$200	Supplement: $1200 + $264 = $1464
DOB - Pensioner	12/01/1941	
Age on PE Date	60 yrs 0 mths	
DOB - Spouse	12/01/1945	
Age on PE Date	56 yrs 0 mths	
Age Difference	4 yrs younger	

Calculation:

Pension Benefit Level		Pension Credit		Payable at age 65		Age Decrease		Payable at age 60-0
$1,664	x	300 / 300	x	$1,664.00	x	70.0%	=	$1,164.80

SSO 60-0		Reduction at age 62	Amt Payable at age 62
$2,000	($8.35 x $100 + $1165)	$1,000	$1,000

Regular Option	10 Year Certain Option	50% H&W Option	75% H&W Option	100% H&W Option
$1,165	n/a	n/a	n/a	n/a

Earliest date pension benefit can begin is at age 60 (see Article VII, section 7.01)

$8.35 taken from chart in Article VII, Section 7.01 of the Rules and Regulations

$100 is derived by taking the average amount a person will receive at age 62 which is a $1,000 and dividing by $10

Pension Credit - the amount of time worked in relation to 25 years (300 months)

Age Reduction - 1/2 of 1% for each month younger than 65
a) age 60 years 0 months - 60 months younger x 1/2 of 1% = 30% reduction

Supplement - In order to receive the supplemental benefit you must have earned at least 3 months of future service credit between January 1, 1990 and July 1, 1991 and your effective date of pension had to be April 1, 1991 or after.

The Plan A Supplement is determined by adding the applicable Pension Benefit Level and the applicable Plan D amount together to determine the Final Benefit Level on which your Plan A Supplement will be based.

Examples — Pension Calculations

Plan A — Early Retirement (ERT) Social Security Option (62-65)

Pension Type	ERT/D-4%/Sup	
Pension Option	See Below	
Pension Effective (PE)	12/01/01	
Pension Credit	30 yrs 6 mths	
Pension Benefit Level	$1,200	
D-4%	$264	Calculations: $1200 x 4% x 5 yrs 6 mos = $264
Supplement	$200	Supplement: $1200 + $264 = $1464
DOB - Pensioner	12/01/1941	
Age on PE Date	60 yrs 0 mths	
DOB - Spouse	12/01/1945	
Age on PE Date	58 yrs 0 mths	
Age Difference	4 yrs younger	

Calculation:

Pension Benefit Level		Pension Credit		Payable at age 65		Age Decrease		Payable at age 62-0
$1,664	x	300 / 300	x	$1,664.00	x	82.0%	=	$1,364.48

SSO 62-0		Reduction at age 65	Amt Payable at age 65
$2,267	($7.51 x $120 + $1365)	$1,200	$1,067

Regular Option	10 Year Certain Option	50% H&W Option	75% H&W Option	100% H&W Option
$1,365	n/a	n/a	n/a	n/a

Earliest date pension benefit can begin is at age 62 (see Article VII, section 7.01)

$8.35 taken from chart in Article VII, Section 7.01 of the Rules and Regulations

$120 is derived by taking the average amount a person will receive at age 65 which is a $1,200 and dividing by $10

Pension Credit - the amount of time worked in relation to 25 years (300 months)

Age Reduction - 1/2 of 1% for each month younger than 65
a) age 62 years 0 months - 36 months younger x 1/2 of 1% = 18% reduction

Supplement - In order to receive the supplemental benefit you must have earned at least 3 months of future service credit between January 1, 1990 and July 1, 1991 and your effective date of pension had to be April 1, 1991 or after.

The Plan A Supplement is determined by adding the applicable Pension Benefit Level and the applicable Plan D amount together to determine the Final Benefit Level on which your Plan A Supplement will be based.

Examples — Pension Calculations

Plan A — Golden 80 (G80) Social Security Option (60-62)

Pension Type	G80/D-4%/Sup	
Pension Option	See Below	
Pension Effective (PE)	12/01/01	
Pension Credit	30 yrs 6 mths	
Pension Benefit Level	$1,200	
D-4%	$264	Calculations: $1200 x 4% x 5 yrs 6 mos = $264
Supplement	$200	Supplement: $1200 + $264 = $1464
DOB - Pensioner	12/01/1941	
Age on PE Date	60 yrs 0 mths	
DOB - Spouse	12/01/1945	
Age on PE Date	56 yrs 0 mths	
Age Difference	4 yrs younger	

Calculation: Pension Benefit Level	Payable When Age & Service Equals 80		Age Decrease		Payable at age 62-0
$1,664	1,664.00	x	n/a	x	$1,664.00

SSO 60-0	Reduction at age 62	Amt Payable at age 62
$2,499 ($8.35 x $100 + $1664)	$1,000	$1,449

Regular Option	10 Year Certain Option	50% H&W Option	75% H&W Option	100% H&W Option
$1,664	n/a	n/a	n/a	n/a

Earliest date pension benefit can begin is at age 60 (see Article VII, section 7.01)

$8.35 taken from chart in Article VII, Section 7.01 of the Rules and Regulations

$100 is derived by taking the average amount a person will receive at age 62 which is a $1,000 and dividing by $10

Pension Credit - the amount of time worked in relation to 25 years (300 months)

Age and Service on effective date of pension equals 80 or greater
(note: If you began participating after Dec. 3, 1998, you must have a minimum of 10 years service to be eligible for this pension)

Age Reduction - Not Applicable

Supplement - In order to receive the supplemental benefit you must have earned at least 3 months of future service credit between January 1, 1990 and July 1, 1991 and your effective date of pension had to be April 1, 1991 or after.

The Plan A Supplement is determined by adding the applicable Pension Benefit Level and the applicable Plan D amount together to determine the Final Benefit Level on which your Plan A Supplement will be based.

Examples — Pension Calculations

Plan A — Golden 80 (G80) Social Security Option (62-65)

Pension Type	G80/D-4%/Sup	
Pension Option	See Below	
Pension Effective (PE)	12/01/01	
Pension Credit	30 yrs 6 mths	
Pension Benefit Level	$1,200	
D-4%	$264	Calculations: $1200 x 4% x 5 yrs 6 mos = $264
Supplement	$200	Supplement: $1200 + $264 = $1464
DOB - Pensioner	12/01/1941	
Age on PE Date	62 yrs 0 mths	
DOB - Spouse	12/01/1945	
Age on PE Date	58 yrs 0 mths	
Age Difference	4 yrs younger	

Calculation: Pension Benefit Level	Payable When Age & Service Equals 80	x	Age Decrease	x	Payable at age 62-0
$1,664	1,664.00		n/a		$1,664.00

SSO 62-0	Reduction at age 65	Amt Payable at age 65
$2,566 ($7.51 x $120 + $1664)	$1,200	$1,366

Regular Option	10 Year Certain Option	50% H&W Option	75% H&W Option	100% H&W Option
$1,664	n/a	n/a	n/a	n/a

Earliest date pension benefit can begin is at age 62 (see Article VII, section 7.01)

$8.35 taken from chart in Article VII, Section 7.01 of the Rules and Regulations

$120 is derived by taking the average amount a person will receive at age 65 which is a $1,200 and dividing by $10

Age and Service on effective date of pension equals 80 or greater
(note: If you began participating after Dec. 3, 1998, you must have a minimum of 10 years service to be eligible for this pension)

Age Reduction - Not Applicable

Supplement - In order to receive the supplemental benefit you must have earned at least 3 months of future service credit between January 1, 1990 and July 1, 1991 and your effective date of pension had to be April 1, 1991 or after.

The Plan A Supplement is determined by adding the applicable Pension Benefit Level and the applicable Plan D amount together to determine the Final Benefit Level on which your Plan A Supplement will be based.

RULES AND REGULATIONS
OF THE
BAKERY AND CONFECTIONERY UNION
AND
INDUSTRY INTERNATIONAL PENSION FUND

(UNITED STATES)

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APPENDICES

CHANGES

ARTICLE I. DEFINITIONS

Unless the context or subject matter otherwise requires, the following definitions apply in the Rules and Regulations for the Pension Plan:

Section 1.01—TRUST AGREEMENT

"Trust Agreement" shall mean the Agreement and Declaration of Trust establishing the Bakery and Confectionery Union and Industry International Pension Fund, entered into as of September 11, 1955, together with any amendments thereto.

Section 1.02—TRUSTEES

"Trustees" shall mean the persons who are acting as "Employer Trustees" and "Union Trustees" pursuant to the provisions of the Trust Agreement.

Section 1.03—INTERNATIONAL PENSION FUND

"International Pension Fund" or "Fund" shall mean the Bakery and Confectionery Union and Industry International Pension Fund established by the Trust Agreement, and shall mean, generally, the monies and other things of value which comprise the corpus and additions thereto received or held by or on behalf of the Trustees.

Section 1.04—PENSION PLAN

"Pension Plan" means the Rules and Regulations as adopted by the Trustees and as thereafter amended by the Trustees.

Section 1.05—INTERNATIONAL UNION

"International Union" means the Bakery, Confectionery, Tobacco Workers and Grain Millers International Union.

Section 1.06—LOCAL UNION

"Local Union" shall mean any local union affiliated with the International Union.

Section 1.07—EMPLOYER

"Employer" shall mean any person, company or business organization which has in effect a collective bargaining agreement with a Local Union. The term "Employer" shall also include: (i) the Bakery and Confectionery Union and Industry International Health Benefits and Pension Funds if said Funds have a collective bargaining agreement with a labor organization requiring payment of periodic contributions to this Fund on behalf of the employees covered by said collective bargaining agreement, (ii) any Contributing Unions, and (iii) any Contributing Credit Union or Contributing Welfare Fund. For purposes of identifying highly compensated employees and applying the rules on participation, vesting and statutory limits on benefits under the Fund, but not for determining Covered Employment or for any other purpose, the term "Employer" includes any other employer required to be aggregated with the Employer under sections 414(b), (c), (m) or (o) of the Internal Revenue Code, except as may be excluded as a separate line of business as permitted under section 414(r) of the Internal Revenue Code.

Section 1.08—CONTRIBUTING EMPLOYER

"Contributing Employer" shall mean an Employer which is or shall become a party to the Trust Agreement and which has agreed or shall agree in a Collective Bargaining Agreement with a Local Union, or in an agreement with the Trustees, to make contributions to the Fund provided that such Employer is accepted by the Trustees for participation in the Fund in accordance with the provisions of Article II. A Contributing Employer shall only include the places of business covered by said Collective Bargaining Agreement or agreement with the Trustees.

Section 1.09—EMPLOYEE

"Employee" shall mean a person working in a job classification covered by a Collective Bargaining Agreement, or by an agreement with the Trustees, which agreement requires periodic contributions to the Fund to provide Plan A pensions and may also require contributions to the Fund to provide Plan B, Plan C, Plan CC, Plan D and/or Plan G pensions as those are defined in Article IV. "Employee" shall not include any self-employed person, any officer, partner or owner of a company or business organization which is a Contributing Employer; or any person who exercises management authority for a Contributing Employer. The term "partner" or "owner" as used in this paragraph shall include any individual who owns more than a de minimis interest in any Contributing Employer, whether through ownership of stock, assets, or any other beneficial or equity interest. For purposes of this definition, effective July 1, 1995, an individual shall be deemed to own any interest that is owned by his or her spouse or child, except that this sentence shall not apply to an individual who (1) was employed as of June 1, 1995, by a business organization that was then owned at least in part by the individual's spouse or child; (2) was covered as of June 1, 1995, by a collective bargaining agreement that required contributions to the Fund; and (3) continues to be employed by the same Contributing Employer.

Section 1.10—COVERED EMPLOYMENT

"Covered Employment" shall mean employment of an Employee by a Contributing Employer for which the Contributing Employer is obligated to contribute to the Fund.

Section 1.11—PARTICIPANT

"Participant" shall mean an Employee who meets the requirements for participation in the Plan as set forth in Article III, or a former Employee who has attained Vested Status, as defined in Section 8.07, or a Pensioner or a Beneficiary.

Section 1.12—BENEFICIARY

"Beneficiary" shall mean a person (other than a Pensioner) who is receiving benefits from the Pension Plan because of his designation for such benefits by a Pensioner or a Participant.

Section 1.13—CONTRIBUTION PERIOD

"Contribution Period" shall mean the period during which an Employee is in Covered Employment.

Section 1.14—PENSIONER

"Pensioner" shall mean a person other than a Beneficiary to whom a pension under this Pension Plan is being paid or who has met all the requirements for a pension as set forth in these Rules and Regulations, including those related to the filing of an application.

Section 1.15—NORMAL RETIREMENT AGE

"Normal Retirement Age" shall mean the later of age 65, or the age of a Participant on the tenth anniversary of his participation, except that effective January 1, 1988 the Normal Retirement Age for those who first participate at age 60 or older shall mean the age of a Participant on the fifth anniversary of his participation.

Effective January 1, 1999, provided the participant earned more than one hour of service on or after January 1, 1999, "Normal Retirement Age" shall mean the later of age 65 or the age of the Participant on the fifth anniversary of his participation.

Section 1.16—CALENDAR YEAR

"Calendar Year" shall mean the period from January 1 to the next December 31. The Calendar Year shall serve as the Vesting Computation Period and Benefit Accrual Computation Period as used in the Act.

Section 1.17—PLAN YEAR

"Plan Year" shall mean the period from January 1 to the next December 31.

Section 1.18—ACT

"Act" shall mean the Employee Retirement Income Security Act of 1974 (otherwise referred to as ERISA) and all the regulations thereunder.

Section 1.19—CONTRIBUTION DATE

"Contribution Date" shall mean the first date for which a Contributing Employer was or shall be obligated to make contributions to the Fund.

Section 1.20—CONTRIBUTION RATE

"Contribution Rate" shall mean the amount which the Contributing Employer is obligated by agreement to pay to the Fund with respect to each Employee.

Section 1.21—CONTRIBUTING UNION

(a) "Contributing Union" shall mean the International Union or a Local Union which enters into either a collective bargaining agreement with a labor organization requiring payment of periodic contributions to the Fund or a written agreement with the Trustees whereby it agrees to make contributions to the Fund on behalf of its employees.

(b) Such agreement to participate must be entered into prior to December 31, 1972, or within one year of the Local Union's date of charter, whichever is later.

(c) The maximum Benefit Level available to a Contributing Union shall be three thousand two hundred dollars ($3,200), but in no event shall a Participant who is an Employee of a Contributing Union be covered at a Benefit Level in excess of sixty percent (60%) of the Participant's monthly Compensation averaged over his or her three years with the highest Compensation. Notwithstanding the preceding sentence, on or after August 1, 1994, upon the one-time, irrevocable election of a Contributing Union, all Participants who are Employees of such Contributing Union may be covered at a Benefit Level that does not exceed eighty percent (80%) of each Participant's monthly Compensation averaged over his or her three years with the highest Compensation rather than sixty percent (60%) of that amount. An election by a Contributing Union to modify the Compensation limitation described in this Section 1.21(c) shall be applicable to a Participant only to the extent that such Participant has satisfied the same eligibility requirements as those provided in Sections 4.02(a), 4.02(b), 4.02(c) and 4.02(d) of these Rules for a pension at the Final Benefit Level. Contributions to the International Pension Fund under this Section shall be at the rate of $ .52 per week for each $10 of Benefit Level, from $100 to and including $400; $ .60 per week for each $10 of Benefit Level, from $425 to and including $600; $ .68 per week for each $10 of Benefit Level, from $625 to and including $800; $ .76 per week for each $10 of Benefit Level, from $825 to and including $1,000; $ .84 per week for each $10 of Benefit Level, from $1,025 to and including $1,200; $ .92 per week for each $10 of Benefit Level, from $1,225 to and including $1,400; $1.00 per week for each $10 of Benefit Level, from $1.425 to and including $1,800; and $1.08 per week for each $10 of Benefit Level, from $1,825 to $2,000; and $1.16 per week for each $10 of Benefit Level, from $2,025 to and including $2,200; and $1.24 per week for each $10 of Benefit Level from $2,225 to and including $2,400.

Effective July 1, 1991 contributions to the International Pension Fund under this Section shall be at the rate of $.80 per week for each $25 of Benefit Level, from $100 to and including $400; $1.00 per week for each $25 of Benefit Level, from $401 to and including $500; $1.40 per week for each $25 of Benefit Level, from $501 to and including $600; $1.50 per week for each $25 of Benefit Level, from $601 to and including $700; $1.60 per week for each $25 of Benefit Level, from $701 to and including $800; $1.70 per week for each $25 of Benefit Level, from $801 to and including $900; $1.90 per week for each $25 of Benefit Level, from $901 to and including $1,100; $2.10 per week for each $25 of Benefit Level, from $1,101 to and including $1,200; $2.20 per week for each $25 of Benefit Level, from $1,201 to and including $1,300; $2.30 per week for each $25 of Benefit Level, from $1,301 to and including $1,400; $2.20 per week for each $25 of Benefit Level, from $1,401 to and including $1,500; $2.40 per week for each $25 of Benefit Level, from $1,501 to and including $1,700; $2.10 per week for each $25 of Benefit Level, from $1,701 to and including $1,900; $2.20 per week for each $25 of Benefit Level, from $1,901 to and including $2,000; $2.30 per week for each $25 of Benefit Level, from $2,001 to and including $2,100; $2.40 per week for each $25 of Benefit Level, from $2,101 to and including $2,300; $2.60 per week for each $25 of Benefit Level, from $2,301 to and including $2,400; $2.80 per week for each $25 of Benefit Level, from $2,401 to and including $2,500; $3.00 per week for each $25 of Benefit

Level, from $2,501 to and including $2,600; $3.30 per week for each $25 of Benefit Level, from $2,601 to and including $2,800; $3.70 per week for each $25 of Benefit Level, from $2,801 to and including $3,000; and $4.10 per week for each $25 of Benefit Level, from $3,001 to and including $3,200.

(d) Effective on the following dates, the 60% or 80% limitation set forth above in paragraph (c) shall not apply to Benefit Levels equal to or less than the following:

Effective Date	Benefit Level
August 1, 1994	$1,500
January 1, 1999	$1,600
January 1, 2000	$1,700
January 1, 2001	$1,800
January 1, 2003	$2,000

Section 1.22—BENEFIT LEVEL

"Benefit Level" shall mean the dollar amount of monthly pension corresponding to a given Contribution Rate in accordance with Section 4.26.

Section 1.23—CONTRIBUTING CREDIT UNION OR WELFARE FUND

"Contributing Credit Union" or "Contributing Welfare Fund" shall mean any federal credit union or welfare fund, affiliated with or sponsored by any Local Union, which enters into a written agreement with the Trustees whereby it agrees to make contributions to the Fund on behalf of its employees.

Section 1.24—GENDER

Except as the context may specifically require otherwise, use of the masculine gender shall be understood to include both masculine and feminine genders.

Section 1.25—HOURS OF SERVICE

(a) An Hour of Service is each hour for which an Employee is paid, or entitled to payment, for the performance of duties for a Contributing Employer, excluding such hours in excess of 40 in any week, or in excess of a lesser number of hours that constitutes the bona fide standard workweek of a Contributing Employer that has elected in its Collective Bargaining Agreement to contribute at rates that correspond to a shorter workweek and that has been accepted by the Trustees for participation on that basis. For Employees whose Employer utilizes a two-week contribution period, an Hour of Service is each hour for which an Employee is paid, or entitled to payment, for the performance of duties for a Contributing Employer, excluding such hours in excess of 80 in any such two-week period.

(b) An Hour of Service is also each hour for which back pay, irrespective of mitigation of damages, is awarded or agreed to by a Contributing Employer to the extent that such award or agreement is intended to compensate an Employee for periods during which he would have been engaged in the performance of duties for the Contributing Employer, excluding any hours already counted under paragraph (a) of this Section and excluding any hours in excess of 40 in any week, or in excess of a lesser number of hours that constitutes the bona fide standard workweek of a Contributing Employer that has elected in its Collective Bargaining Agreement to contribute at rates that correspond to a shorter workweek and that has been accepted by the Trustees for participation on that basis.

(c) An Hour of Service is also each hour for which an Employer makes contributions on an Employee's behalf which is not included in paragraph (a) or (b) above.

(d) An Hour of Service is also each hour for which a Participant receives credit for periods of total disability or military service pursuant to the provisions of Section 5.05.

Section 1.26—FULL YEAR OF PARTICIPATION

A Full Year of Participation means a calendar year in which a Participant earns 2080 Hours of Service. Pension Credits are earned in months of credit as indicated in Section 5.01.

Section 1.27—COMPENSATION

(a) "Compensation" of a Participant shall mean compensation as defined in the safe harbor definition of compensation provided in Treasury Regulations section 1.415(c)-1(d)(3) (entitled "Section 3401(a) wages"). "Compensation" shall include compensation paid to a participant after a severance from service, as defined in Treasury Regulations section 1.415(b)-1(f)(5), but only if such compensation is paid not later than the later of two and one-half (2½) months after such severance from service, or the end of the Plan Year that includes the severance from service and such compensation is either regular compensation for services performed during the Participant's regular working hours, or compensation for services performed outside the Participant's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar payments, that would have been paid to the Participant if the Participant had continued in employment with the Employer, or payment for unused accrued bona fide sick, vacation, or other leave, and the Participant would have been able to use the leave if employment had continued. The Trustees shall be entitled to rely on a representation by an Employer that compensation paid to a Participant after a severance from service meets the requirements of the immediately preceding sentence. In addition, with respect to any Participant who has less than 10 Full Years of Participation, such Participant's Full Years of Participation shall be deemed, solely for the purposes of adjusting the limitations applicable to the Participant as required by section 415(b)(5)(B) of the Code, to include any periods during which such Participant is permanently and totally disabled within the meaning of section 415(c)(3)(C)(i) of the Code.

(b) For Plan Years beginning on or after January 1, 1989 and before January 1, 1994, the amount of a Participant's annual Compensation that may be taken into account for any plan purpose shall not exceed $200,000, as that amount may be adjusted from time to time by the Secretary of the Treasury under section 401(a)(17) of the Internal Revenue Code. For Plan Years beginning on or after January 1, 1994 and before January 1, 2002, the amount of a Participant's annual Compensation that may be taken into account for any plan purpose shall not exceed $150,000, as that amount may be adjusted from time to time by the Secretary of the Treasury under section 401(a)(17)(B) of the Internal Revenue Code. For Plan Years beginning January 1, 2002 and after, the amount of a Participant's annual Compensation that may be taken into account for any plan purpose shall not exceed $200,000, as that amount may be adjusted from time to time by the Secretary of the Treasury pursuant to Section 401(a)(17)(B) of the Code.

Section 1.28—MARRIED

"Married shall mean a legal union between one man and one woman as husband and wife, which is recognized under the law of the state in which the participant is domiciled.

Section 1.29—SPOUSE

"Spouse" shall mean an individual to whom a Participant, Pensioner, Employee, or Beneficiary is married.

ARTICLE II. BASIS OF EMPLOYER PARTICIPATION

Section 2.01—ACCEPTANCE FOR EMPLOYER PARTICIPATION

Any Employer who enters into a Collective Bargaining Agreement with a Local Union requiring contributions to the Fund shall be accepted for participation by the Trustees, or for continued Participation on an actuarially sound basis if the Employer and the Local Union enter into the Standard Collective Bargaining Clause adopted by the Trustees for participation in the International Pension Fund; provided, however, that the Trustees shall not be required to accept an Employer for participation if any other Employers with whom the Local Union has Collective Bargaining Agreements are required to make contributions on behalf of the Employees covered by such Collective Bargaining Agreements to another collectively bargained Pension Fund jointly administered by a Board of Trustees consisting of Employer and Union Trustees; and provided further that the benefit levels provided for any group of Employees participating in the Fund are subject to the limits described in Section 2.03.

Section 2.02—TERMINATION OF EMPLOYER PARTICIPATION

(a) A Contributing Employer's participation in the International Pension Fund may be terminated by the Trustees for failure to execute the standard collective bargaining clause as adopted by the Trustees, or if the Contributing Employer shall fail to pay the Fund such sums of money as shall have been agreed upon in the collective bargaining agreement between the Contributing Employer and the Local Union in accordance with the rules of the Trustees for remitting such contributions.

(b) A Contributing Employer's participation in the International Pension Fund may be terminated if the Contributing Employer fails promptly to remit amounts due the Fund.

(c) No Contributing Local Union shall be accepted for participation on the basis of a Contribution Rate or of an increase in Contribution Rate, as the case may be, which shall be effective earlier than the date on which the Contributing Local Union shall notify the Fund Office of its intention to make contributions at such rate or such increased rate.

(d) A Contributing Employer's participation in the International Pension Fund may be terminated if he enters into a collective bargaining agreement which does not provide a Contribution Rate adequate to provide at least as great a Benefit Level for Plan A, Plan C, Plan CC, Plan D or Plan G Pensions as was provided by the Contribution Rate specified in the prior contract. The Contribution Rates necessary to provide the respective Benefit Levels are specified in Section 4.26. Reacceptance for participation of an Employer so terminated shall be allowable only at the sole discretion of the Trustees and under such conditions as they may require.

Section 2.03—BENEFIT LEVEL INCREASES

(a) General Limits. The maximum benefit level increase that may be provided for any group of Employees participating in the Fund during the term of a collective bargaining agreement is $100 per year of the agreement's term. The limits described herein do not apply to collective bargaining agreements that are ratified and in effect on August 1, 2003. Effective August 1, 2003, the maximum benefit level increase that may be provided for employees who are not covered by a collective bargaining agreement is $100 in any period of 12 months.

(b) Special Rules that Apply to Plant Closings. The following rules apply to Plant Closings on and after December 4, 1996:

(1) In the event of a Plant Closing, as defined herein, the maximum benefit level increase that is permitted is ten percent (10%) of the benefit level in effect (rounded to the nearest $25.00) or $100.00, whichever is greater, inclusive of the amount provided in any acceleration clause, except that for contracts in effect on December 4, 1996, the full amount provided in any acceleration clause will apply.

(2) In the event of a Plant Closing, as defined herein, neither Plan C, G nor D may be implemented if not already in effect. If Plan C or G is already in effect, the maximum benefit level increase is that provided above. If Plan D is already in effect, the applicable benefit may be increased by one "D" level (e.g., D-1 to D-2).

(3) For purposes of this Section 2.03, a Plant Closing is defined as a reduction by seventy percent (70%) or more of hours reported under a particular account or collective bargaining agreement within a 180-day period.

(4) The limitations expressed in this Section 2.03 apply only to plans and Benefit Levels covering those whose employment will end during the Plant Closing.

(c) This Section 2.03 does not alter the pension eligibility requirements set forth in Article IV or the limitation of liability provisions set forth in Article VIII of these Rules.

ARTICLE III. BASIS OF EMPLOYEE PARTICIPATION

Section 3.01—COMMENCEMENT OF PARTICIPATION

An Employee who is in Covered Employment shall become a Participant in the Plan on the earliest January 1 or July 1 following completion of any 12 consecutive month period during which he worked at least 750 Hours of Service in Covered Employment. The required 750 Hours of Service may also be completed with any other employment with the same Employer continuous with the Employee's Covered Employment.

Section 3.02—TERMINATION OF PARTICIPATION

A Participant who incurs a One-Year Break in Service (defined in Section 5.08) shall cease to be a Participant as of the last day of the Calendar Year in which the One-Year Break occurs unless such Participant has achieved Vested Status as defined in Section 8.07.

Section 3.03—REINSTATEMENT OF PARTICIPATION

An Employee who has lost his status as a Participant in accordance with Section 3.02 shall again become a Participant by meeting the requirements of Section 3.01.

ARTICLE IV. PENSION ELIGIBILITY AND AMOUNTS

This article sets forth the eligibility conditions and benefit amounts for the pensions provided by this Plan. The accumulation and retention of service credits for eligibility are subject to the provisions of Article V. The benefit amounts are subject to reduction on account of certain Husband and Wife Pensions (Article VI), Optional Forms of Benefits (Article VII), and/or on account of certain payments made pursuant to a qualified domestic relations order. Entitlement of an eligible Participant to receive pension benefits is subject to his retirement and application for benefits, as provided in Article VIII.

Eligibility depends on Pension Credits, which are defined in Section 5.01, or on Years of Vesting Service, which are defined in Section 5.07.

Section 4.01—NORMAL PLAN A PENSION—ELIGIBILITY

A Participant may retire on a Normal Plan A Pension if he meets all the following requirements:

(a) he has attained Normal Retirement Age;

(b) he has at least 25 years of Pension Credit;

(c) he has at least 504 hours of service in Covered Employment during the Contribution Period.

Section 4.02—AMOUNT OF THE NORMAL PLAN A PENSION

The Normal Plan A Pension shall be the amount which results from the application of the following subsections (a), (b), (c), or (d), whichever results in the highest amount. Participants who meet the eligibility rules described in subsection (e) shall also receive the Plan A Supplemental Benefit described in that section.

(a) (i) The Normal Plan A Pension shall be equal to the Benefit Level (referred to in this subsection (a) as the Final Benefit Level) at which the Participant last earned Hours of Service in Covered Employment during the Contribution Period, if he meets all of the following requirements:

(A) He was an Employee of a Contributing Employer on the date that such Employer first became obligated by reason of a Collective Bargaining Agreement to provide a Contribution Rate adequate to support such Final Benefit Level;

(B) He did not earn Hours of Service in Covered Employment at a lower Benefit Level between such date and the date of his retirement;

(C) He has at least 504 Hours of Service in Covered Employment during the Contribution Period at the Final Benefit Level.

(ii) For purposes of this subsection (a), a person is deemed to be an Employee of a Contributing Employer on the date that such Contributing Employer first became obligated, by reason of a Collective Bargaining Agreement to provide a Contribution Rate adequate to provide such Final Benefit Level if the Employee meets either of the following two requirements:

(A) He had 160 Hours of Service in Covered Employment with the said Contributing Employer during the month in which such Final Benefit Level became effective; or

(B) During his preceding 2000 Hours of Service in Covered Employment he had more days of Covered Employment with the said Contributing Employer than he had with any other Contributing Employer.

(b) The Normal Plan A Pension shall be equal to the Benefit Level at which the Participant had the greatest number of Hours of Service in Covered Employment in the most recent 4000 Hours of Service in such employment; provided, that for the purpose of this subsection (b) only, a Participant who has had less than 4000 Hours of Service in Covered Employment shall be deemed to have the difference between the actual number of Hours of Service in Covered Employment and 4000 Hours of Service computed at the Benefit Level which was applicable to his first Hours of Service in Covered Employment.

(c) The Normal Plan A Pension shall be calculated as the average Benefit Level at which the Participant was covered in the period from July l, 1959 to the date of retirement counting only the number of Hours of Service in Covered Employment during the Contribution Period.

(d) The Normal Plan A Pension shall be equal to the Accrued Benefit, as of the end of the Calendar Year prior to the Participant's retirement, as calculated in Section 4.16.

(e) Effective July 1, 1991, participants who, after the Contribution Date, accrued at least 3 months of Pension Credit pursuant to Section 5.01 of these Rules in the eighteen-month period between January 1, 1990, and July 1, 1991, and whose pension effective dates are April 1, 1991, or thereafter, will receive a Plan A Supplement added to the Normal Plan A Pension. The amount of the supplement varies with the amount of the final benefit level and Pension Effective Date. Please refer to Appendix 3 at the end of these Rules and Regulations. The maximum supplement is $200 for employee participants and $300 for union officer participants. For participants who are eligible for the Plan A Supplement, this additional amount shall be considered part of the Normal Plan A pension for purposes of applying Sections 4.04, 4.06, 4.10 and 4.13 and all other rules applicable to Plan A pensions. Effective August 1, 1992, for participants who are eligible for the Plan A Supplement, the Supplement shall also be awarded based on the amount of benefits for which the participant is eligible under Plans B, C, CC, G and D, pursuant to Sections 4.15, 4.18, 4.20, 4.22 and 4.24, and all other rules applicable to Plan B, Plan C, Plan CC, Plan G and Plan D Pensions.

(f) Participants whose pension Effective Date is prior to April 1, 1991, shall be entitled to receive the Plan A Supplement if they work in Covered Employment after April 1, 1991, if their pension is suspended during such employment or if they have attained the age after which they were entitled to continue receiving benefits pursuant to Section 8.06, as such rules have been in effect from time to time, and if they meet the Pension Credit requirements described in subsection 4.02(e). The Plan A

Supplement in such a case shall be paid effective July 1, 1991, or on the date of the Participant's subsequent retirement, or on the date of the first re-determination under Section 8.01(b)(ii)(C).

(g) Notwithstanding any provision to the contrary in Subsections (a), (b), (c) and (d) of this Section 4.02,

(i) with respect to a Pensioner who returns to Covered Employment after incurring a One-Year Break in Service as defined in Section 5.08 and fails to complete 2,000 Hours of Service in Covered Employment after his or her return, the Final Benefit Level applied to his or her Normal Plan A Pension shall be the Final Benefit Level applicable on the date of his or her previous retirement;

(ii) with respect to a Pensioner who returns to Covered Employment and has not incurred a One-Year Break in Service as defined in Section 5.08 before returning to Covered Employment, the Final Benefit Level applied to his or her Normal Plan A Pension shall be the Final Benefit Level applicable on the date of the Pensioner's later retirement. However, the pension benefit provided to such a Pensioner (if such Pensioner returned to Covered Employment prior to attaining Normal Retirement Age and did not continue in Covered Employment after attaining Normal Retirement Age), shall be reduced by the actuarial value of the benefits he or she has already received (not including special one-time payments), calculated based upon the 1971 Group Annuity Mortality Table (100 percent male) and a seven percent interest rate, but in no event less than the pension benefit the Pensioner was entitled to receive prior to his or her return to Covered Employment.

Section 4.03—ELIGIBILITY FOR A REDUCED PLAN A PENSION

A Participant who is not entitled to retire on a Normal Plan A Pension shall be entitled to retire on a Reduced Plan A Pension if he meets all of the following requirements:

(a) he has attained age 65;

(b) he has at least 15 years but less than 25 Years of Pension Credits;

(c) he has at least 504 Hours of Service in Covered Employment during the Contribution Period;

(d) he has at least 504 Hours of Service in Covered Employment during the Contribution Period subsequent to his 54th birthday, or he has at least 10 Years of Pension Credit under Plan B.

Section 4.04—AMOUNT OF REDUCED PLAN A PENSION

The Reduced Plan A Pension shall be that proportion of the Normal Plan A Pension, calculated without regard to Section 4.02(d), which the Participant's number of Years of Pension Credits bears to 25. In no case shall the Reduced Plan A Pension be less than the amount of Plan A Accrued Benefit, as calculated in Section 4.16. The resulting figure, if it is not a whole dollar amount, shall be rounded to the next higher whole dollar amount.

Section 4.05—ELIGIBILITY FOR A PLAN A EARLY RETIREMENT PENSION

A Participant may retire on a Plan A Early Retirement Pension if he meets the following requirements:

(a) he has attained age 55;

(b) he has at least 15 years of Pension Credits or he is vested and has at least 10 years of Pension Credit;

(c) he has at least 504 hours of service in Covered Employment during the Contribution Period;

(d) he has at least 504 hours of service in Covered Employment during the Contribution Period subsequent to his 54th birthday, or he has at least 10 years of Pension Credit under Plan B. The requirement of Subsection (d) of this Section shall not apply where the Participant has 25 or more years of Pension Credit.

Section 4.06—AMOUNT OF PLAN A EARLY RETIREMENT PENSION

A Plan A Early Retirement Pension shall be in an amount determined as follows:

(a) There shall first be determined the amount of the Normal or Reduced Plan A Pension to which the Participant would be entitled if he were then 65 years of age with the same number of Years of Pension Credit;

(b) The amount so determined shall then be reduced by ½ of 1% for each month by which the Participant is younger than 65 on the effective date of his early retirement;

(c) The monthly amount so determined, if it is not a whole dollar amount, shall be rounded to the next higher whole dollar amount.

Section 4.07—ELIGIBILITY FOR A DISABILITY PENSION

A Participant shall be entitled to retire on a Disability Pension if he meets the following requirements:

(a) He is permanently and totally disabled;

(b) Six months has elapsed since the onset of the disability;

(c) He has at least 15 Years of Pension Credits or he has at least 10 years of Pension Credits and has credit for at least one hour of service after January 1, 1999;

(d) He has at least 504 Hours of Service in Covered Employment during the Contribution Period;

(e) He has at least 504 Hours of Service in Covered Employment in the last 12 months preceding the onset of his disability.

Section 4.08—DEFINITION OF TOTAL AND PERMANENT DISABILITY

A Participant shall be deemed totally and permanently disabled as follows:

(a) If, on the basis of medical evidence satisfactory to the Trustees, he is found to be totally and permanently unable, as a result of bodily injury or disease, to engage in any further employment whatsoever. The Trustees shall be the sole and final judges of total and permanent disability and of the entitlement to a Disability Pension under this subsection.

(b) Effective for all applications pending or received on or after December 3, 2002, a Participant shall be deemed totally and permanently disabled if either of the following conditions is satisified:

  (i) The Trustees determine that he meets the standard defined in subsection (a); or

  (ii) he is found by the Social Security Administration to be totally and permanently disabled.

Section 4.09—PHYSICAL EXAMINATION

A Participant applying for a Disability Pension may be required to submit to an examination by a physician or physicians selected by the Trustees, and may be required to submit to reexamination periodically as the Trustees may direct.

Section 4.10—AMOUNT OF THE DISABILITY PENSION

The amount of the Disability pension shall be determined as follows:

(a) There shall first be determined the amount of the Normal Plan A, Reduced Plan A, or Plan A Vested Deferred Pension to which the Participant would be entitled if he were then 65 years of age with the same number of Years of Pension Credits;

(b) For pensions with Effective Dates before January 1, 2000, the amount so determined shall then be reduced by ¼ of 1% for each month by which the Participant is younger than 65 on the effective date of his Disability Retirement, but in no case shall the reduction be greater than 50%; and in no case will the resulting amount for Participants age 55 and over be less than 10% greater than the Plan A Early Retirement Benefit (before rounding) to which the Participant would be entitled based on the Years of Pension Credits which the Participant has earned nor greater than the Plan A Normal or Reduced Retirement Benefit to which the Participant would be entitled based on the years of Pension Credits which the Participant has earned;

(c) For pensions with Effective Dates of January 2000 or after, the amount will be as determined in subsection (a), without regard to subsection (b);

(d) The Disability Pension, as determined above, if it is not already a whole dollar amount, shall be rounded to the next higher whole dollar amount.

Section 4.11—COMMENCEMENT AND CONTINUATION OF DISABILITY PENSION

(a) The Disability Pension shall be payable commencing as provided in subsections (1) through (3), and shall continue thereafter for as long as the permanent and total disability continues.

  (1) If disability is established in accordance with Section 4.08(a) or Section 4.08(b)(i), benefits are payable commencing with the later of: the seventh month after the onset of disability as determined by the Trustees, or the first month after the Fund's receipt of the application.

  (2) If disability is established in accordance with Section 4.08(b)(ii), benefits are payable commencing with the later of: the seventh month after the onset of disability as determined by the Social Security Administration, or the first month after the Fund's receipt of the application; provided that benefits shall not be payable for more than twenty-four months prior to the date on which the Fund receives the Social Security Administration's written determination of disability.

  (3) Effective for all applications pending or received on or after December 3, 2002, an application for Disability Pension shall remain valid while the Participant's application for Social Security disability benefits is pending, subject to the limit on retroactive payments in subsection (a)(2).

  (4) If one application for Disability Pension has been denied, subject only to a timely appeal from the denial pursuant to Section 8.05, a new application must be filed in order to obtain another determination of the Participant's eligibility for a Disability Pension. In such cases, the date on which benefits commence, as provided in subsections (1) and (2), will be based on the date the Fund receives that new application.

(b) If a Disability Pensioner engages in any gainful employment whatsoever, he shall, within 15 days after entering such employment, notify the Trustees thereof. If any Disability Pensioner fails to notify the Trustees within such period of time, the Trustees may in their sole discretion disqualify him from receiving any additional pension benefits for a period of not more than 12 months in addition to the duration of such employment.

(c) If any Pensioner retired under the Disability Pension provision shall subsequently cease to be disabled and if he had been eligible for an Early Retirement Pension when he first retired on a Disability Pension, he shall then be entitled to apply for a Plan A Early Retirement benefit which shall become effective as of the month that his Disability benefit terminated based on the attained age when he first retired on a Disability Pension.

(d) When a disabled Participant receiving a Disability Pension with an Effective Date before January 2000 attains age 65, he shall then be entitled to a revision of his monthly Pension Benefit, based on his Years of Pension Credits at the time he became disabled. His pension benefit from age 65 shall be the Normal Plan A, Reduced Plan A, or Plan A Vested Deferred Pension, as the case may be, as provided by Sections 4.02, 4.04, or 4.13 (provided, however, that the 36-month guarantee of payments set forth in Section 8.01 and 8.02 shall not apply in such instances).

(e) The Disability Pension is not subject to the 36-month guarantee described in Section 8.01 or Section 8.02.

Section 4.12—ELIGIBILITY FOR A PLAN A VESTED DEFERRED PENSION

(a) A Participant shall have the right to a Plan A Vested Deferred Pension if

  (1) he has credit for at least 10 years of Vesting Service;

(2) he has credit for at least 5 years of Vesting Service and is credited, on or after January 1, 1989, with at least one hour of service that
    (i) is for work as an Employee of a Contributing Union, Contributing Credit Union, or Contributing Welfare Fund, and
    (ii) is not covered by a collective bargaining agreement;
(3) he has credit for at least 5 years of Vesting Service and is credited, on or after January 1, 1999, with more than one Hour of Service; or
(4) he reaches Normal Retirement Age on or after January 1, 1976, and subsequently retires with less than 15 years of Pension Credits and at least 375 Hours of Service in Covered Employment during the Contribution Period.

(b) The Pension shall be payable upon retirement after the Participant

(1) has attained Normal Retirement Age, or
(2) has attained age 55 and has accumulated at least 10 years of Pension Credit.

Section 4.13—AMOUNT OF THE PLAN A VESTED DEFERRED PENSION

If the Plan A Vested Deferred Pension begins after the Participant has attained his Normal Retirement Age, the monthly amount of the Plan A Vested Deferred Pension shall be equal to the Accrued Benefit, as defined in Section 4.16. If payment of the Plan A Vested Deferred Pension begins before the Participant attains 65, the monthly amount shall be reduced by ½ of 1% for each month by which the commencement of his pension precedes age 65.

Section 4.14—ELIGIBILITY FOR A PLAN B VESTED DEFERRED PENSION

A Participant shall have the right to a Plan B Vested Deferred Pension if:

(a) (i) he is eligible for a Plan A Vested Deferred Pension, or
    (ii) he has at least 15 Years of Pension Credits, and
(b) he has at least 504 Hours of Service in Covered Employment under an agreement which provides for a Plan B Pension in accordance with Section 4.26(c).

The Plan B Vested Deferred Pension shall be payable upon retirement after the Participant:

(a) has attained Normal Retirement Age, or
(b) has attained age 55 and has accumulated at least 15 Years of Pension Credit.

Section 4.15—AMOUNT OF THE PLAN B VESTED DEFERRED PENSION

If the Plan B Vested Deferred Pension begins after the Participant has attained his Normal Retirement Age, the monthly amount of the Plan B Vested Deferred Pension shall be equal to the Plan B Benefit Level multiplied by a fraction, the numerator of which shall be the Years of Pension Credits not in excess of 25 and the denominator of which shall be 25.

If payment of the Plan B Vested Deferred Pension begins before the Participant attains 65, the monthly amount shall be reduced by ½ of 1% for each month by which the commencement of his pension precedes age 65.

The Plan B Vested Deferred Pension shall be paid to eligible Participants in lieu of the Plan A Vested Deferred Pension if it exceeds the amount of the Plan A Vested Deferred Pension.

Section 4.16—AMOUNT OF PLAN A ACCRUED BENEFIT

(a) The Plan A Accrued Benefit at the end of a Calendar Year shall be equal to 4% of the Interim Benefit Level times the number of Years of Pension Credits but not less than the Plan A Accrued Benefit at the end of the previous Calendar Year. In no case may the Plan A Accrued Benefit exceed 100% of the applicable Interim Benefit Level.

(b) The Interim Benefit Level is equal to the Benefit Level, plus the Plan A supplement described in Section 4.02(e), if applicable, that would result from the application of Section 4.02 at Normal Retirement Age if the Benefit Level at which the Participant earned most Hours of Service in Covered Employment during the Calendar Year were to continue and the Participant were to earn a Year of Pension Credit for each year until his Normal Retirement Age. If less than 504 Hours of Service in Covered Employment was earned during the Calendar Year the calculation of the Interim Benefit Level shall be based instead on the Benefit Level, if any, at which the Participant last earned at least 504 Hours of Service in Covered Employment.

Section 4.17—ELIGIBILITY FOR AN AGE AND SERVICE = 90 PENSION (PLAN C)

A Participant shall be entitled to retire on an Age and Service = 90 Pension (Plan C) if his years of age and Years of Pension Credits total at least 90, and if he has accumulated at least 504 Hours of Service in Covered Employment under an agreement which provides for a Plan C Pension in accordance with Section 4.26(d). Participants who commence participation on or after December 3, 1998, must also have a minimum of 10 years of Pension Credit to be eligible for a Plan C Pension.

Section 4.18—AMOUNT OF THE AGE AND SERVICE = 90 PENSION (PLAN C)

Subject to the same rules as are applicable to a Normal Plan A Pension under Section 4.02, as modified by Sections 4.25 and 4.28, the Age and Service = 90 Pension shall be equal to the Benefit Level provided by the Contribution Rate designated for such Pension, in accordance with Section 4.26(d), without reduction on account of the age or Years of Pension Credits of the Participant.

Section 4.19—ELIGIBILITY FOR THE SPECIAL AGE AND SERVICE PENSION (PLAN CC)

On or after August 1, 1981, a Participant shall be entitled to retire on a Special Age and Service Pension (Plan CC) if all of the following conditions are met:

(i) The Participant's work in Covered Employment just prior to his application for retirement ceased as a result of a plant closing or permanent reduction in force;
(ii) He has accumulated at least 504 Hours of Service in Covered Employment under an agreement which provides for a Plan CC Pension in accordance with Section 4.26(e);

(iii) His years of age and years of Pension Credit total at least 80 at the date of a plant closing or permanent reduction in force.

Participants who commence participation on or after December 3, 1998, must also have a minimum of 10 years of Pension Credit to be eligible for a Plan CC Pension.

Section 4.20—AMOUNT OF THE SPECIAL AGE AND SERVICE PENSION (PLAN CC)

Subject to the same rules as are applicable to a Normal Plan A Pension under Section 4.02 as modified by Sections 4.25 and 4.28, the Special Age and Service Pension shall be equal to the Benefit Level provided by the Contribution Rate designated for such Pension, in accordance with Section 4.26(e), without reduction on account of the age or Years of Pension Credits of the Participant.

Section 4.21—ELIGIBILITY FOR A SUPPLEMENTAL PENSION (PLAN D)

A Participant who is eligible to retire on a Normal Plan A Pension, Plan A Early Retirement Pension, a Plan B Pension, Plan C Pension, Plan CC, or a Plan G Pension shall be entitled to a Supplemental Plan D Pension if he has accumulated more than 25 Years of Pension Credits, including at least 504 Hours of Service in Covered Employment under an agreement which provides for such Supplemental Plan D Pension, in accordance with Section 4.26(f).

Section 4.22—AMOUNT OF SUPPLEMENTAL PLAN D PENSION

Subject to the same rules as are applicable to a Normal Plan A Pension under Section 4.02, as modified by Sections 4.25 and 4.28, the Supplemental Plan D Pension shall be equal to 1%, 2%, 3% or 4% (depending on the Contribution Rate fixed in Section 4.26(f)) for each Year of Pension Credit in excess of 25 years, of the Plan D Benefit Level except in the event the Pensioner retires under a Plan A Early Retirement Pension, in which case the Plan D Pension shall be further multiplied by a fraction of which the numerator is the Plan A Early Retirement Pension and the denominator is the Plan A Final Benefit Level.

Section 4.23—ELIGIBILITY FOR THE AGE AND SERVICE = 80 PENSION (PLAN G)

A Participant shall be entitled to retire on or after January 1, 1981 on an Age and Service = 80 Pension (Plan G) if his years of age and Years of Pension Credits total at least 80 and if he has accumulated at least 504 Hours of Service in Covered Employment under an agreement which provides for a Plan G Pension in accordance with Section 4.26(g). Participants who commence participation on or after December 3, 1998, must also have a minimum of 10 years of Pension Credit to be eligible for a Plan G Pension.

Section 4.24—AMOUNT OF THE AGE AND SERVICE = 80 PENSION (PLAN G)

Subject to the same rules as are applicable to a Normal Plan A Pension under Section 4.02 as modified by Sections 4.25 and 4.27, the Age and Service = 80 Pension shall be equal to the Benefit Level provided by the Contribution Rate designated for such Pension, in accordance with Section 4.26(g) without reduction on account of the age or Years of Pension Credits of the Participant.

Section 4.25—MISCELLANEOUS PROVISIONS WITH RESPECT TO PLAN B DEFERRED PENSIONS, AGE AND SERVICE = 90 (PLAN C) PENSIONS, SPECIAL AGE AND SERVICE (PLAN CC) PENSIONS, SUPPLEMENTAL PENSIONS (PLAN D) AND AGE AND SERVICE = 80 (PLAN G) PENSIONS

(a) Plan B, Plan C, Plan CC, Plan D and Plan G coverage may be provided only if Plan A Pensions are also provided. The Benefit Level for Plan D Pensions shall be equal to the Benefit Level for Plan A Pensions. The Benefit Level for Plan C Pensions shall not exceed the Benefit Level for Plan A Pensions. If Plan CC Pensions are provided, Plan C Pensions must also be provided and Plan C and Plan CC Pensions must be at the same Benefit Level. If Plan G Pensions are provided, Plan C Pensions must also be provided and the Plan C Pensions and the Plan G Pensions must be the same Benefit Level as of the last day of the first collective bargaining agreement providing for contributions to Plan G. The Plan G Benefit Level provided by contributions under a collective bargaining agreement prior to the last day of such agreement can be any amount, not in excess of the Plan C Benefit Level for which contributions are made in accordance with Section 4.26(d).

(b) Notwithstanding the provisions of Section 4.02, a Participant or Former Participant who has accumulated at least 504 Hours of Service in Covered Employment during the Contribution Period at a Contribution Rate specified in Section 4.26(c) and/or 4.26(d) and/or 4.26(e) and/or 4.26(f) and/or 4.26(g) and/or who thereafter is employed by another Contributing Employer who either does not participate for purposes of Plan B, Plan C, Plan CC, Plan D or Plan G Pensions or who provides such Plan B, Plan C, Plan CC, Plan D or Plan G Pensions at a lower Benefit Level than that provided by his former Employer, shall be credited with the highest Benefit Level provided by his former Employer in the event he retires within 2 years after he commenced working for the new Contributing Employer.

In no case, however, shall a Participant who would have a vested right to such Plan B, Plan C, Plan CC, Plan D or Plan G Pension ever have his benefit reduced below the vested amount had he not subsequently been covered at a lower Benefit Level.

Section 4.26—BENEFIT LEVELS AND CONTRIBUTION RATES

(a) Effective January 1, 2003, the maximum benefit level that can be negotiated for any Collective Bargaining Agreement is $2,000, except as provided in Section 1.21(c). Prior benefit level maximums are available at the Fund Office.

(b) Contribution Rates for Collective Bargaining Agreements effective on or after July 1, 1991 are listed in Appendix 4 of the Rules and Regulations.

(c) As to Plan B Pensions, Benefit Levels are frozen at current levels and contributions have been suspended for contracts expiring on or after January 1, 1989. Should contributions subsequently become necessary, the contribution rate shall be ¼¢ per hour for each $25 of Benefit Level.

(d) As to Plan C Pensions, the Contribution Rate shall be ½¢ per hour for each $25 of Benefit Level.

(e) As to Plan CC Pensions the Contribution Rate shall be ⅛¢ per hour for each $25 of Benefit Level.

(f) As to Plan D Supplemental Pensions, the Contribution Rate shall be ¼¢ per hour for each $25 of Benefit Level for a Plan with a 1% Supplemental Pension, and ½¢ per hour for each $25 of Benefit Level for a Plan with a 2% Supplemental Pension, and ¾¢ per hour for each $25 of Benefit Level for a Plan with a 3% Supplemental Pension and 1¢ per hour for each $25 of Benefit Level for a Plan with a 4% Supplemental Pension.

(g) As to Plan G Pensions the Contribution Rate shall be ¾¢ per hour for each $25 of Benefit Level.

The rates are based on a 40 hour straight-time work week. The rates are the current rates; former rates are available at the Fund Office.

Section 4.27—AMOUNT OF DELAYED RETIREMENT PENSION

(a) If the Effective Date of a Pension is after a Participant's Normal Retirement Age, the monthly benefit will be the Accrued Benefit at Normal Retirement Age, actuarially increased for each complete calendar month between Normal Retirement Age and the Effective Date and then converted as of the Effective Date to the benefit payment form elected in the pension application or to the Husband and Wife Pension if no other form is elected.

(b) If a Participant first becomes entitled to additional benefits after Normal Retirement Age, whether through additional service or because of a Benefit Level increase, the actuarial increase in those additional benefits will start from the date they could first have been paid rather than from Normal Retirement Age.

(c) The actuarial increase for delayed retirement shall be 1% per month for the first 60 months after Normal Retirement Age and 1.5% per month for each month thereafter.

(d) The actuarial increase under this Section 4.27 shall not apply for any month in which the Participant returns to Covered Employment after Normal Retirement Age and his or her benefits are suspended under Section 8.06.

Section 4.28—NON-DUPLICATION OF PENSIONS

A person shall be entitled to only one pension under this Pension Plan except:

(a) where a person is eligible for a Plan D Supplemental Pension.

(b) where a person is covered at a Plan A Benefit Level in excess of his Plan C or Plan G Benefit Level he may receive a Plan A benefit based on the excess Benefit Level if he is eligible for a Plan A and a Plan C and/or Plan G Pension.

(c) where a person is covered at a Plan C Benefit Level in excess of his Plan G Benefit Level he may receive a Plan C benefit based on the excess Benefit Level if he is eligible for a Plan C and Plan G Pension.

(d) where a person is eligible for a Plan A Supplemental Pension.

(e) as provided in Section 5.11.

Section 4.29—SPECIAL PENSION PAYMENT IN DECEMBER 1996

In December 1996 a one-time payment shall be made to each Pensioner whose Effective Date was before December 31, 1995, and who is still receiving benefits as of December 1, 1996; and to each beneficiary who is receiving benefits as of December 1, 1996, as the survivor of a Pensioner whose Effective Date was before December 31, 1995. The amount of the one-time payment shall be $600 to those with a pension Effective Date prior to December 31, 1979, and $450 to those with a pension Effective Date between January 1, 1980, and December 31, 1995. Only one bonus amount shall be paid on the account of each Pensioner; if two or more beneficiaries are receiving benefits as survivors of one Pensioner, each shall receive an equal share of the bonus.

Section 4.30—SPECIAL PENSION PAYMENT IN NOVEMBER 1997

In November, 1997, a one-time payment shall be made to each Pensioner whose Effective Date was before December 31, 1996, and who is still receiving benefits as of November 1, 1997; and to each beneficiary who is receiving benefits as of November 1, 1997, as the survivor of a Pensioner whose Effective Date was before December 31, 1996. The amount of the one-time payment shall be $700 to those with a pension Effective Date prior to December 31, 1979, $600 to those with a pension Effective Date between January 1, 1980, and December 31, 1981, and $450 to those with a pension Effective Date between January 1, 1982, and December 31, 1996. Only one bonus amount shall be paid on the account of each Pensioner; if two or more beneficiaries are receiving benefits as survivors of one Pensioner, each shall receive an equal share of the bonus.

Section 4.31—SPECIAL PENSION PAYMENT IN DECEMBER 1998

In December 1998, a one-time payment shall be made to each Pensioner whose Effective Date was before December 31, 1997, and who is still receiving benefits as of December 1, 1998; and to each beneficiary who is receiving benefits as of December 1998, as the survivor of a Pensioner whose Effective Date was before December 31, 1997. The amount of the one-time payment shall be $700 to those with a pension Effective Date prior to December 31, 1981, and $500 to those with a pension Effective Date between January 1, 1982, and December 31, 1997. Only one bonus amount shall be paid on the account of each Pensioner; if two or more beneficiaries are receiving benefits as survivors of one Pensioner, each shall receive an equal share of the bonus.

Section 4.32—SPECIAL PENSION PAYMENT IN NOVEMBER 1999

In November 1999, a one-time payment shall be made to each Pensioner whose Effective Date was before December 31, 1998, and who is still receiving benefits as of November 1, 1999; and to each beneficiary who is receiving benefits as of November 1, 1999, as the survivor of a Pensioner whose Effective Date was before December 31, 1998. The amount of the one-time payment shall be $1,500. Only one bonus amount shall be paid on the account of each Pensioner; if two or more Beneficiaries are receiving benefits as survivors of one Pensioner, each shall receive an equal share of the bonus.

Section 4.33—SPECIAL PENSION INCREASE EFFECTIVE JANUARY 1, 1999

A special pension increase of $50 per month will be paid to each Pensioner and Beneficiary described in this section, in addition to the monthly pension amounts that are otherwise payable from this Plan. The special increase will be effective on the later of January 1, 1999, or the Pension Effective Date. It will not be included in determining the amount of the Plan A Supplement payable pursuant to Section 4.02(e).

(a) The full amount of the special pension increase will be payable to each Pensioner, Surviving Spouse and Beneficiary who received a monthly pension check for the month of December 1998 or for any month in calendar year 1999.

(b) The special increase will also be payable to the Surviving Spouse or Beneficiaries of any Pensioner described in subsection (a), to the extent that monthly benefits are payable following the death of the Pensioner pursuant to the Husband and Wife Pension, the 36-month guarantee of Section 8.02(b)(iii), or any optional form of benefit elected by the Pensioner. Such Surviving Spouses who become entitled to benefits under the Husband and Wife Pension, or the 50% Husband and Wife Pop-Up option will receive $25, and such Surviving Spouses who become entitled to benefits under the 75% Alternate Husband and Wife Option or the 75% Husband and Wife Pop-Up Option will receive $38 as their special increase.

Section 4.34—SPECIAL PENSION PAYMENT IN NOVEMBER 2000

In November 2000, a one-time payment shall be made to each Pensioner whose Effective Date was before December 31, 1999, and who is still receiving benefits as of November 1, 2000, and to each Beneficiary who is receiving benefits as of November 1, 2000, as the survivor of a Pensioner whose Effective Date was before December 31, 1999. The amount of each one-time payment shall be $1,500. Only one bonus amount shall be paid on the account of each Pensioner; if two or more Beneficiaries are receiving benefits as survivors of one Pensioner, each shall receive an equal share of the Special Pension Payment.

Section 4.35—SPECIAL PENSION INCREASE EFFECTIVE JANUARY 1, 2000

A special pension increase of $25 or $50 per month will be paid to each Pensioner and Beneficiary described in this section, in addition to the monthly pension amounts that are otherwise payable from this Plan. The special increase will be effective on the later of January 1, 2000, or the Pension Effective Date. It will not be included in determining the amount of the Plan A Supplement payable pursuant to Section 4.02(e).

(a) The special pension increase will be payable to each Pensioner, Surviving Spouse and Beneficiary who received a monthly pension check for the month of December 1999 or for any month in calendar year 2000.

  (1) For Effective Dates of pension before December 31, 1979—$50 per month increase.

  (2) For Effective Dates of pension after December 31, 1979 and before December 31, 1999—$25 per month increase.

  (3) For Effective Dates of pension after December 31, 1999 and before December 31, 2000—$50 per month increase.

(b) The special increase will also be payable to the Surviving Spouse or Beneficiaries of any Pensioner described in subsection (a), to the extent that benefits are payable following the death of the Pensioner pursuant to the Husband and Wife Pension, the 36-month guarantee of Section 8.02(b)(iii), or any optional form of benefit elected by the Pensioner. Such Surviving Spouses who become entitled to benefits under the Husband and Wife Pension or the 50% Husband and Wife Pop-Up Option will receive one-half of the amount set forth in paragraph (a), and such Surviving Spouses who become entitled to benefits under the 75% Alternate Husband and Wife Option or the 75% Husband and Wife Pop-Up Option will receive 75% of the amount set forth in paragraph (a). All other Surviving Spouses will receive the full amount of the special increase.

Section 4.36—SPECIAL PENSION PAYMENT IN NOVEMBER 2001

In November 2001, a one-time payment shall be made to each Pensioner whose Effective Date was before December 31, 2000, and who is still receiving benefits as of October 1, 2001, and to each Beneficiary who is receiving benefits as of October 1, 2001, as the survivor of a Pensioner whose Effective Date was before December 31, 2000. The amount of each one-time payment shall be $1,000. Only one bonus amount shall be paid on the account of each Pensioner; if two or more Beneficiaries are receiving benefits as survivors of one Pensioner, each shall receive an equal share of the Special Pension Payment.

Section 4.37—SPECIAL PENSION INCREASE EFFECTIVE JANUARY 1, 2001

A special pension increase of $50 per month will be paid to each Pensioner and Beneficiary described in this section, in addition to the monthly pension amounts that are otherwise payable from this Plan. The special increase will be effective on the later of January 1, 2001, or the Pension Effective Date. It will not be included in determining the amount of the Plan A Supplement payable pursuant to Section 4.02(e).

(a) The special pension increase will be payable to each Pensioner, Surviving Spouse and Beneficiary whose Effective Date of pension is in 2001.

(b) The special pension increase will also be payable to the Surviving Spouse or Beneficiaries of any Pensioner described in subsection (a), to the extent that benefits are payable following the death of the Pensioner pursuant to the Husband and Wife Pension, the 36-month guarantee of Section 8.02(b)(iii), or any optional form of benefit elected by the Pensioner. Such Surviving Spouses who become entitled to benefits under the 50% Husband and Wife Option will receive one-half of the special pension increase, and such Surviving Spouses who become entitled to benefits under the 75% Alternate Husband and Wife Option or the 75% Husband and Wife Pop-Up Option will receive 75% of the special pension increase. All other Surviving Spouses will receive the full amount of the special increase.

ARTICLE V. PENSION CREDITS AND YEARS OF VESTING SERVICE

Section 5.01—PENSION CREDITS

(a) For employment during the Contribution Period, prior to January 1, 1976.

For periods during the Contribution Period, prior to January 1976, a Participant shall be credited with Pension Credits in monthly units on the basis of his days of work in Covered Employment during a Calendar Year on which contributions to the Pension Fund were made in accordance with the following schedule:

Days of Covered Employment in Calendar Year	*Months of Pension Credit*
Less than 21	0
21 but less than 42	1
42 but less than 63	2
63 but less than 84	3
84 but less than 105	4
105 but less than 125	5
125 but less than 146	6
146 but less than 167	7
167 but less than 188	8
188 but less than 209	9
209 but less than 230	10
230 but less than 250	11
250 or more	12

For purposes of the above schedule, a Day of Covered Employment shall be credited to a Participant for each one-fifth of the weekly Contribution Rate which was contributed on his behalf to the Fund. A Participant shall receive partial credit where contributions were made on a portion of a day's work and such fractional parts shall accrue toward the total Days of Covered Employment credited in such a year. In cases where the Contribution Rate is on other than a weekly basis, Pension Credits shall be the equivalent ratio of credits to periods of Covered Employment.

(b) For Employment during the Contribution Period after December 31, 1975.

For periods during the Contribution Period after December 31, 1975, a Participant shall be credited with Pension Credits in monthly units on the basis of Hours of Service in Covered Employment during a Calendar Year in accordance with the following schedule:

Hours of Service in Covered Employment	*Months of Pension Credit*
Less than 375	0
375 but less than 520	3
520 but less than 693	4
693 but less than 750	5
750 but less than 1040	6
1040 but less than 1213	7
1213 but less than 1386	8
1386 but less than 1560	9
1560 but less than 1733	10
1733 but less than 1906	11
1906 or more	12

(c) For periods during the Contribution Period, a Participant who has a pension Effective Date of January 1, 1999, or after, shall be credited with Pension Credits in monthly units on the basis of Hours of Service in Covered Employment during a Calendar Year in accordance with the following schedule:

Hours of Service in Covered Employment	*Months of Pension Credit*
Less than 375	0
375 but less than 520	3
520 but less than 693	4
693 but less than 750	5
750 but less than 875	6
875 but less than 1000	7
1000 but less than 1125	8
1125 but less than 1250	9
1250 but less than 1375	10
1375 but less than 1500	11
1500 or more	12

(d) For Employment before the Contribution Period.

A Participant who is qualified to receive Pension Credits for periods before the Contribution Period in accordance with Section 5.03 shall receive one Year of Pension Credit for each 135 days of Creditable Employment as defined in Section 5.02 in any Calendar Year except he shall receive one month of Pension Credit for each 21 days of Creditable Employment in the Calendar Year in which the Contribution Period begins.

Section 5.02—CREDITABLE EMPLOYMENT BEFORE THE CONTRIBUTION PERIOD

(a) Participants Entering the Plan Before August 1, 2004. A Participant whose first Contributing Employer's Contribution Date is before August 1, 2004, and who is qualified to receive Pension Credits for periods before the Contribution Period in accordance with Section 5.03, shall be granted Pension Credit for periods of Creditable Employment which shall be employment with an Employer or a Contributing Employer who, prior to three (3) months after the last month for which the Participant earned Pension Credits during the Contribution Period based on work in Covered Employment, had a Collective Bargaining Agreement with a Local Union (or meets one of the exceptions set forth in Section 5.03), and further provided that such employment was in a job classification covered by the said Collective Bargaining Agreement. In addition to the foregoing, a Participant described in the first sentence of this section who was covered by a Collective Bargaining Agreement between a Local Union and a Contributing Employer for at least three years prior to such Contributing Employer's Contribution Date shall receive Pension Credits prior to the Contribution Period for periods of employment with such Contributing Employer in any job classification which was not subject to collective bargaining with a Local Union.

(b) Service prior to the Contribution Period shall be credited for benefit purposes on the latest of the following dates for a Participant whose first Contributing Employer's Contribution Date is before August 1, 2004:

(i) January 1, 1956, or

(ii) the date on which he has earned at least 504 Hours of Service in Covered Employment during the Contribution Period, or

(iii) the date the requirements of Section 5.03 are met.

An exception is made in the case where a Contributing Employer terminated his Participants from an existing company pension plan as of the Contribution Date, and any Participants whose previous coverage was so terminated shall be credited their Pension Credit for periods prior to the Contribution Date on the Contribution Date. Such Participants shall likewise be deemed to have two months of Pension Credit during the Contribution Period for purposes of Sections 4.01(c), 4.03(c), 4.05(c), 4.07(d), 4.12, 4.14(b), 4.17, 4.19(ii), 4.21 and 4.23 and for no other purpose.

(c) Participants Entering the Plan on or after August 1, 2004. A Participant whose first Contributing Employer's Contribution Date is on or after August 1, 2004, will receive Pension Credits for periods before the Contribution Date as follows:

(i) If the Participant's first Contributing Employer's Contribution Date occurs during the term of the first collective bargaining agreement between the Employer and a Local Union, the Participant shall receive Pension Credits for periods before the Contribution Date in accordance with the rules stated in Sections 5.02(a) and (b) and Section 5.03, subject to Sections 5.04 and 5.05(c), if either of the following conditions is satisfied:

(A) The Participant was employed by the Contributing Employer on the Contribution Date in a job classification covered by the collective bargaining agreement; or

(B) The Participant was employed by the Contributing Employer prior to the Contribution Date in a job classification covered by the collective bargaining agreement but

(1) was absent from covered employment on the Contribution Date because of total disability, layoff, or service in the Armed Forces of the United States,

(2) returned to covered employment before incurring a break in service as defined in Section 5.04, and

(3) the Employer thereafter remits contributions on the Participant's behalf for at least 504 Hours of Service.

(ii) If the Contribution Date of the Participant's first Contributing Employer does not occur during the term of the first collective bargaining agreement between the Contributing Employer and a Local Union, the Participant shall receive Pension Credits for periods before the Contribution Date only in accordance with Section 5.09(a).

(iii) If job classifications are added to an existing collective bargaining agreement between a Contributing Employer and a Local Union after that Contributing Employer's Contribution Date, employees who enter the Plan as a result shall receive Pension Credits for periods before they were added to the collective bargaining agreement only in accordance with Section 5.09(a).

Section 5.03—QUALIFICATIONS TO RECEIVE PENSION CREDITS FOR PERIODS BEFORE THE CONTRIBUTION DATE

(a) To qualify for any Pension Credits before the Contribution Period, a Participant must have at least six Years of Pension Credits during the Contribution Period, or must have worked in a job classification and at a plant location both of which were covered under a Collective Bargaining Agreement between an Employer and a Local Union, and must have met at least one of the following requirements with respect to such work:

(i) A Participant who has less than two Years of Pension Credits during the Contribution Period must have worked at least 135 days in each of the three Calendar Years preceding the beginning of the Contribution Period.

(ii) A Participant who has at least two, but less than four Years of Pension Credits during the Contribution Period must have worked at least 135 days in each of any two of the three Calendar Years preceding the beginning of the Contribution Period.

(iii) A Participant who has at least four, but less than six Years of Pension Credits during the Contribution Period must have worked at least 135 days in one of the three Calendar Years preceding the beginning of the Contribution Period.

(b) An exception to the requirement in Section 5.03(a)(i),(ii) or (iii) shall be granted to those Participants who prove, on the basis of medical evidence satisfactory to the Trustees, that their failure to work 135 days during one of the required number of Calendar Years preceding the Contribution Period was due to total disability, provided, however, that such Participant had the required 135 days in each of the remaining Calendar Year or Years under the conditions set forth in the above general rule.

(c) An exception to the requirement in Section 5.03(a)(i), (ii) and (iii) may be made by the Trustees in their sole discretion, if they conclude that a Participant's failure to work 135 days in any one required Calendar Year was due to the fact that the plant in which he was employed was out of production temporarily because it was being rebuilt or modernized or for a similar reason not involving a lay-off because of reduction in production due to economic factors, provided, however, that such Participant had the required 135 days in each of any remaining Calendar Year or Years under the conditions set forth in the general rule.

(d) An exception to the requirement in Section 5.03(a)(i),(ii) and (iii) shall be made if a Contributing Employer and a Local Union did not have a Collective Bargaining Agreement in effect during one or more of the three Calendar Years preceding the Contribution Period, in which event, work during said period for such Employer in any job classifications covered by the Collective Bargaining Agreement as of the beginning of the Contribution Period may be counted toward the 135 day requirement in each of any of the three Calendar Years preceding the Contribution Period.

(e) An exception to the requirement in Section 5.03(a)(i),(ii) and (iii) shall be granted to those Participants whose failure to work 135 days during one of the required number of Calendar Years preceding the Contribution Period results from the fact that, after a minimum of 10 years of employment with one Employer in a job classification and at a plant location both of which were within the scope of a Collective Bargaining Agreement between the Employer and a Local Union, such Participant changed to fulltime non-Covered Employment with that Employer and then returned to Covered Employment with the same Employer prior to the beginning of the Contribution Period.

(f) A Participant employed by an Employer whose Contribution Date was on or before January 1, 1967, who had prior employment in a job classification with that Employer that was not subject to collective bargaining shall receive Pension Credit for periods before the Contribution Period for the periods of such employment after he has accumulated:

- (i) Six Years of Pension Credit during the Contribution Period with the same Employer if he was transferred to Covered Employment on or up to one year prior to the Employer's Contribution Date, or
- (ii) Four Years of Pension Credit during the Contribution Period with the same Employer if the transfer to Covered Employment occurred less than two years but more than one year prior to the Employer's Contribution Date, or
- (iii) Two Years of Pension Credit during the Contribution Period with the same Employer if the transfer to Covered Employment occurred two years but less than three years prior to the Employer's Contribution Date.

(g) A Participant employed by an Employer whose Contribution Date was on or before January 1, 1967, who was transferred or hereafter is transferred from a collective bargaining unit represented by a Local Union to become a supervisor in the employment of such Employer, or who ceased to be employed or hereafter ceases to be employed by such an Employer in such a unit to become a self-employed person in the Bakery or Confectionery Industry, or an officer of a Local Union, and who returned or returns directly to employment in such collective bargaining unit after ceasing to be such a supervisor, self-employed person or Union officer, as the case may be, shall receive Pension Credit for the period of such prior employment by such Employer within such unit (but not for the period of such absence from the Unit) if he does not otherwise receive such Pension Credit and subject to the provisions of Sections 5.02 and 5.03 with respect to such prior employment and any future employment after the return to such unit, and if:

- (i) The period of absence from the unit exceeds four years, and
- (ii) Such Participant shall have accrued or accrues at least six Years of Pension Credits after his return to such unit, and
- (iii) Such Participant during any period of self-employment shall have maintained or maintains attachment to the industry supporting this Fund during the period of absence from the unit.

(h) In a case where a Contributing Employer terminated his Employees from an existing company pension plan as of his Contribution Date, such Employees who qualify for Pension Credits prior to the Contribution Period in accordance with (a) of this Section shall be given Pension Credit prior to the Contribution Period for all periods of employment with the Contributing Employer, regardless of job classification.

Section 5.04—BREAKS IN CREDITABLE EMPLOYMENT BEFORE THE CONTRIBUTION PERIOD

(a) No Pension Credits shall be granted for periods of employment before the Contribution Period which preceded a period of three or more consecutive Calendar Years in which a Participant failed to be employed for at least 135 days in Creditable Employment, as defined in Section 5.02, in at least one of such Calendar Years. However, a period of three through six consecutive Calendar Years in which no Pension Credit before the Contribution Period is earned under the Plan will be excused if the Participant evidenced his intention of remaining in Creditable Employment by maintaining membership in good standing in a Local Union affiliated with the International Union, whose charter gave it national jurisdiction in the Bakery and Confectionery Industry, for at least 48 months of the six consecutive Calendar Year period beginning with the first day of the first Calendar Year for which no Pension Credit before the Contribution Period was earned under the Plan. A period of more than six consecutive Calendar Years in which a Participant did not earn Pension Credits before the Contribution Period will be considered a break in service regardless of the status of Union membership or his intention to remain in Covered Employment, and no Pension Credits before the Contribution Period shall be granted which preceded such period of more than six consecutive Calendar Years.

(b) Exceptions to Section 5.04(a) shall be made only if the Participant failed to receive credit for such Calendar Years because of service in the Armed Forces of the United States (provided such Participant is entitled to re-employment rights under existing law and has complied with all the requirements of the law applicable to him) or for periods when the Participant was totally disabled (or for periods during which, in the sole discretion of the Trustees, the lack of Creditable Employment was due to time lost subsequent and resulting from a labor dispute). The Trustees shall be the sole and final judges of total disability within the meaning of this Section.

Section 5.05—CREDIT FOR NON-WORKING PERIODS

(a) This Section recognizes certain periods when a Participant is not actually working in Covered Employment but is to receive credits just as if he were working in Covered Employment. Periods of absence from Covered Employment (except for the purpose of Section 5.03) are to be credited as if they were periods of work in Covered Employment only if such periods of absence were due to the following reasons:

- (i) Service in the Armed Forces of the United States provided such Participant is entitled to re-employment rights under existing law and complies with all the requirements of the law applicable to him;
- (ii) Total disability established on the basis of medical evidence satisfactory to the Trustees for a period of time not to exceed 12 months.

The exceptions in (i) and (ii) above shall only apply if a Participant's last employment prior to military service or total disability was with a Contributing Employer.

(b) In order to receive credit for non-working periods, a Participant shall bear the burden of providing satisfactory evidence of the facts that support his entitlement to such credit. A Participant returning to covered employment following service in the Armed Forces of the United States shall receive credit for such service without regard to this requirement to the extent that existing federal law requires. Contributing Employers shall comply with their obligations under existing federal law to provide written notice to the Fund following the re-employment of any Participant who is entitled to such credit under federal law.

(c) The provision of 5.05(a) above, together with the exceptions in (i) and (ii) thereof, shall also apply to Years of Pension Credit prior to the Contribution Period for a Participant who qualifies for Years of Pension Credit prior to the Contribution Period, as provided in Section 5.03(a) and provided that his last employment prior to military service or total disability was in employment for which Years of Pension Credit prior to the Contribution Period would otherwise be granted. In addition, such Participant shall be credited for Years of Pension Credit prior to the Contribution Period during which his lack of Creditable Employment was caused by a cessation of work due to a labor dispute.

(d) Whenever a month of service is credited under this Section, any Hours of Service in Covered Employment in that month shall not otherwise be counted toward Years of Pension Credits in that Calendar Year.

Section 5.06—ALTERNATIVE BASIS FOR CALCULATION OF YEARS OF PENSION CREDITS FOR MINIMUM PENSION

In any case where an applicant for pension benefits is ineligible by application of the foregoing Sections but was employed in Covered Employment in each of 15 Calendar Years and has accumulated at least 14 Years of Pension Credits, there shall be a recalculation of his Years of Pension Credit, solely for the purpose of determining eligibility for a pension pursuant to Sections 4.03, 4.05, 4.07, or 4.14, but not for any other purpose. Years of Pension Credits prior to the Contribution Period shall be recalculated by dividing the total number of days employed in Creditable Service prior to the Contribution Period by 135, the quotient being the Years of Pension Credits prior to the Contribution Period. Years of Pension Credits during the Contribution Period prior to January 1, 1976, shall be recalculated by dividing the total number of days in Covered Employment during the Contribution Period by 250, the quotient being the Years of Pension Credits during the Contribution Period prior to January 1, 1976. Years of Pension Credits during the Contribution Period after December 31, 1975, shall be recalculated by dividing the total number of Hours of Service in Covered Employment during the Contribution Period by 2,000, the quotient being the Years of Pension Credits during the Contribution Period after December 31, 1975. If the Years of Pension Credits as thus recalculated and regardless of Calendar Years, equals fifteen (15) or more years, the applicant shall be deemed to have met the requirement for fifteen (15) Years of Pension Credits.

Section 5.07—YEARS OF VESTING SERVICE

(a) General Rule

A Participant shall be credited with one Year of Vesting Service for each Calendar Year during the Contribution Period (including periods before he became a Participant) for which he had at least 750 Hours of Service in Covered Employment. This rule is subject to the provisions of the following subsections.

(b) Additions

(1) If a Participant works for a Contributing Employer in a job classification not in Covered Employment and such work immediately precedes or follows his employment with the same Employer in Covered Employment, his Hours of Service in such job classification, for all periods during which the Contributing Employer was obligated to make contributions to the Fund, shall be counted toward a Year of Vesting Service.

(2) If a Participant worked under a predecessor plan, as defined in 26 C.F.R. § 1.411(a)-5(b)(3)(v)(B), and if on the Contribution Date or the date of termination of the predecessor plan (whichever is later) the Participant's years of service under the predecessor plan were not equaled or exceeded by consecutive one-year Breaks in Service, as defined by Subsection 5.08(b), the Participant shall be credited with Years of Vesting Service pursuant to Subsection 5.07(a) for Hours of Service under the predecessor plan.

(c) Exceptions

A Participant shall not be entitled to Credit toward a Year of Vesting Service for the following periods:

- (i) Years preceding a Break in Service as defined in Section 5.08(c) for periods prior to January 1, 1976.
- (ii) Years preceding a One-Year Break in Service as defined in Section 5.08(b), which has not been repaired in accordance with Section 5.08(b)(iii).
- (iii) Years prior to 1976 if the Participant had not attained age 51 and has failed to earn more than 62 days of pension credit in 1975, unless such Participant earns one Year of Vesting Service in any year after 1975 prior to incurring a One Year Break in Service as defined in Section 5.08(b), which has not been repaired in accordance with Section 5.08(b)(iii). This subsection shall not be applicable in any case where any of subsections 5.08(c)(ii), 5.08(c)(iii), or 5.08(c)(iv) are applicable or if during 1975 the Participant is in a period of service covered by subsections 5.08(c)(i).
- (iv) Years before January 1, 1971, unless the Participant earned at least three Years of Vesting Service after December 31, 1970.

Section 5.08—BREAKS IN SERVICE

(a) General

If a Participant has a One-Year Break in Service subsequent to December 31, 1975, or a Break in Service prior to January 1, 1976, before he has earned Vested Status, it has the effect of cancelling his Participation under this Plan, his previously credited Years of Vesting Service, and his previous Pension Credits. However, a Break may be temporary, subject to repair by a sufficient amount of subsequent service.

(b) One-Year Break in Service after December 31, 1975.

(i) A Participant or former Participant has a One-Year Break in Service in any Calendar Year after December 31, 1975, in which he fails to complete 375 Hours of Service.

(ii) The following is to be counted as Hours of Service for the purpose of this Section:

(A) Hours of Service in Covered Employment;

(B) Hours of Service in Non-Covered Employment with a Contributing Employer as provided under Section 5.07(b);

(C) Hours of Service for Non-Working Periods as provided in Section 5.05;

(D) Effective June 1, 1987, solely for the purposes of this section and the determination of a break in service, a Participant who is absent from work for maternity or paternity reasons shall receive credit for the Hours of Service which would otherwise have been credited to such Participant but for such absence. However, no more than 375 Hours of Service shall be credited under this paragraph in a single Plan year. For purposes of this paragraph, an absence from work for maternity or paternity reasons means an absence (1) by reason of the Participant's pregnancy, (2) by reason of a birth of a child of the Participant, (3) by reason of placement of a child with the Participant in connection with the adoption of such child by such Participant, or (4) for purposes of caring for such child for a period beginning immediately following such birth or placement. The Hours of Service credited under this paragraph will be credited in the Plan year in which the absence begins if the crediting is necessary to reach the 375 hours requirement in that year, or in all other cases, in the following Plan Year.

(E) Effective August 3, 1993, solely for the purpose of this Section 5.08 and the determination of a break in service, a Participant who is absent from work on a leave required to be provided under the federal Family and Medical Leave Act shall receive credit for the Hours of Service which would otherwise have been credited to such Participant but for such leave. No more than 375 Hours of Service shall be credited under this paragraph in a single Plan Year.

(iii) A One-Year Break in Service is repairable, and Participation and previously credited Years of Vesting Service and Pension Credits are restored if the Employee subsequently earns a Year of Vesting Service (750 Hours of Service in any Calendar Year during the Contributions Period) with the following exceptions:

1. If the former Participant has consecutive One-Year Breaks in Service, that equal or exceed the number of Years of Vesting Service with which he has previously been credited, the former Participant

(A) must have had at least 504 Hours of Service in Covered Employment during the Contribution Period prior to his first One-Year Break in Service, and

(B) must subsequently earn 1 year of Pension Credit in order to repair his One-Year Breaks in Service.

2. For Breaks that occur after May 31, 1987 if the former Participant has consecutive One-Year Breaks in Service that exceed five years and that equal or exceed the number of years of Vesting Service with which he has previously been credited, the former Participant

(A) must have had at least 504 Hours of Service in Covered Employment during the Contribution Period prior to his first One-Year Break in Service, and

(B) must subsequently earn 1 year of Pension Credit in order to repair his One-Year Breaks in Service.

(c) Break in Service prior to 1976

General Rule

It shall be considered a Break in Service and a Participant's previous Pension Credits shall be cancelled if he fails to earn an aggregate of 24 months of Pension Credits during the Contribution Period within any period of 6 consecutive Calendar Years following the beginning of the Contribution Period.

(i) Exception 1.

A Participant shall be allowed a grace period of up to 2 Calendar Years for which he failed to earn any Pension Credit during the Contribution Period because of total disability. The Trustees shall be the sole and final judges of total disability within the meaning of this Section and of the entitlement to the grace period provided for herein.

(ii) Exception 2.

The general rule outlined in subsection (c) above shall not be applicable and there shall be no cancellation of previous Pension Credits solely because of a break in service for Participants subsequent to the attainment of age 55 with 15 or more Years of Pension Credits (minimum requirements for Early Retirement). In any case, where this subsection excuses a break in employment, the pension payable to the Participant shall be based solely on his employment prior to the break, in the application of Section 4.02 even though the Participant may have had further Covered Employment after the said Break in Service.

(iii) Exception 3.

For the purpose of Plan B only, (A) it shall not be considered a Break in Service and a Participant's previous Years of Pension Credits shall not be cancelled solely because he leaves Covered Employment after having qualified for a Plan B Pension, and (B) such Participant shall continue to be considered a Participant and his credits shall not be cancelled if, within two years after leaving Covered Employment, he notifies the Fund Office in writing of his desire to receive such Pension effective at some future date. No Pension Credits shall accrue during any period in which such Employee is not actually in Covered Employment. The Trustees may, for good cause, excuse untimely filing of any notice required under this provision.

(iv) Exception 4.

A Participant whose first application for pension is filed on or after December 1, 1972, shall not be deemed to have had any Break in Service within the meaning of this Section 5.08(c) if (A) he earned at least 3 months of Pension Credit during the Contribution Period prior to leaving Covered Employment, and (B) he accumulated at least 12 months of Pension Credit during the Contribution Period after his return to Covered Employment. This exception, however, shall not apply to late entry situations covered by Section 5.09. In addition, no Years of Pension Credit shall accrue during any period in which such Employee is not actually in Covered Employment.

Section 5.09—CALCULATION OF YEARS OF PENSION CREDITS WHERE PARTICIPANT FIRST ENTERS COVERED EMPLOYMENT AFTER THE CONTRIBUTION DATE OF THE CONTRIBUTING EMPLOYERS

(a) Notwithstanding the provisions of Section 5.08, in any case where an Employee first enters Covered Employment after June 1, 1971, and after the Contribution Date of his first Contributing Employer, Years of Pension Credit for service prior to the Contribution Period shall be calculated in accordance with the rule set forth in Sections 5.03 and 5.04 and shall be limited to the lesser of (i) or (ii) below:

(i) The number of Years of Pension Credit during the Contribution Period.

(ii) 7½ years.

Provided, however, that the limitations set forth in (a)(i) and (a)(ii) above shall not apply to Participants with pension Effective Dates of January 1, 1999 and after if the Participant accumulates 15 years of Pension Credit during the Contribution Period after the first entrance into Covered Employment.

(b) In any case where an Employee first enters Covered Employment on or before June 1, 1971, and after the Contribution Date of his first Contributing Employer, and such Employee would otherwise incur a Break in Service under the provisions of Article III, Section 5 of the Plan in effect prior to June 1, 1976, the following rules shall apply in determining Years of Pension Credit. Credit for service prior to such first entrance shall be calculated in accordance with the rule set forth in Sections 5.03 and 5.04 as if such service were Years of Pension Credit prior to the Contribution Date and shall be limited to the lesser of (i) or (ii) below:

(i) The number of Years of Pension Credit during the Contribution Period.

(ii) 7½ years.

Provided, however, that the limitations set forth in (b)(i) and (b)(ii) above shall not apply if the Participant accumulates 15 years of Pension Credit during the Contribution Period after the first entrance into Covered Employment.

Section 5.10—GENERAL RULES APPLICABLE TO PARTICIPANTS WHO WERE FORMER PARTICIPANTS IN THE PENSION PLAN OF CAKE BAKERS UNION WELFARE FUND

Notwithstanding anything herein to the contrary, with respect to those participants who were participants in the Pension Plan of the Cake Bakers Union Welfare Fund on January 3, 1992, the Effective Date of the merger of the Pension Plan of the Cake Bakers Union Welfare Fund into the International Fund ("Effective Date"), the following rules shall apply:

(a) For periods before the Effective Date, those years of participation credited to a participant in the Pension Plan of Cake Bakers Union Welfare Fund, solely for purposes of pension benefit accruals, shall be credited towards Years of Pension Credits under this Article V.

(b) For periods before the Effective Date, those years of vesting service credited to a participant in the Pension Plan of Cake Bakers Union Welfare Fund, solely for purposes of determining an employee's nonforfeitable right to a benefit, shall be credited towards Years of Vesting Service under this Article V.

(c) For periods before the Effective Date, solely for purposes of determining an employee's eligibility to participate in the International Fund, participation in the Cake Bakers Fund shall be credited towards Hours of Service under Section 3.01 of the Rules and Regulations of the International Fund.

(d) For periods beginning on or after the Effective Date, Years of Pension Credit, Years of Vesting Service and Hours of Service for purposes of determining eligibility to participate shall be determined according to the Rules and Regulations of the International Fund.

(e) For all other purposes, the participants in the International Fund who were participants in the Cake Bakers Fund on the Effective Date of the merger shall be entitled to receive service credit for their participation in the Cake Bakers Fund in a manner consistent with the service credit that participants in the International Fund who are not former participants in the Cake Bakers Fund are entitled to receive under applicable law.

(f) The benefits payable under Section 4.1(c) of the Merger Agreement shall be subject to the limitations set forth in Sections 8.14 and 8.15 of the International Fund; provided, however that, solely for purposes of determining the length of period for which the contributing employer has contributed to the International Fund pursuant to Section 8.14 and 8.15, the period which a contributing employer contributed to the Cake Bakers Plan with respect to benefits transferred to the International Fund by virtue of the merger shall be credited towards determining the length of period for which the contributing employer has contributed under the International Fund.

(g) In accordance with section 4231(b)(2) of ERISA, no participant's or beneficiary's accrued benefit (as such term is defined under section 411 of the Internal Revenue Code of 1986, as amended and the regulations thereunder) shall be lower immediately after the Effective Date of the merger than the participant's or beneficiary's accrued benefit immediately before the merger.

Section 5.11—GENERAL RULES APPLICABLE TO PERSONS WHO HAD SERVICE CREDITED IN THE LOCAL 102 FUND, THE LOCAL 102/452 FUND, OR THE AFGM PLAN

With respect to any person who had service credited in any of the plans named in Section 5.11(a) (individually, a "Merged Plan" and, collectively, the "Merged Plans") before the Effective Date specified below, the Rules and Regulations of the International Pension Fund shall apply as modified by this Section 5.11.

(a) The following plans were merged into the International Pension Fund, effective as of the end of the day on December 31, 2007 ("Effective Date"):

(i) The Bakery, Confectionery, Tobacco Workers & Grain Millers Local 102 Pension Fund ("Local 102 Fund");

(ii) The Candy & Confectionery Workers' Local 102/452 Pension Fund and Plan ("Local 102/452 Fund"); and

(iii) The American Federation of Grain Millers Industry Wide Employees Pension Plan ("AFGM Plan").

(b) Solely for purposes of this Section 5.11, each of the following terms shall have the meaning specified below for such term:

(i) The term "Grandfathered Accrued Benefit" shall mean, with respect to a person who was a participant in any of the Merged Plans, a benefit payable under the International Pension Fund the amount of which is equal to the benefit to which such person was entitled under such Merged Plan immediately before the Effective Date and shall include, with respect to any person who was a participant in the AFGM immediately before the Effective Date, the right to receive the Grandfathered Accrued Benefit in the form of a sixty (60) month term certain and life annuity, as provided in Section 3 of Article VII of the AFGM Plan as in effect immediately before the Effective Date.

(ii) The term "Beneficiary" shall include any person named as an alternate payee in an order that has been determined by the appropriate plan administrator of a Merged Plan to be a Qualified Domestic Relations Order, any spouse or surviving spouse of a participant, and any other persons recognized as a beneficiary under the terms of a Merged Plan.

(c) Each person who was a participant or a Beneficiary under any of the Merged Plans immediately before the Effective Date shall have that same status under the International Pension Fund as of the Effective Date; and each other person with credited service under any of the Merged Plans immediately before the Effective Date shall have the same rights under the International Pension Fund, as of the Effective Date, with respect to establishing or re-establishing participation under such Merged Plan, as he or she had under such Merged Plan immediately before the Effective Date.

(d) Notwithstanding the exclusions for self-employed persons, officers, partners, owners, and persons who exercise management authority for a Contributing Employer described in Section 1.09 with respect to the definition of "Employee," any person who immediately before the Effective Date was a participant for whom contributions were being made under any of the Merged Plans may continue to be a Participant under the International Pension Fund on or after the Effective Date.

(e) Except as specified in subsection (f) of this Section 5.11, the following rules shall apply on and after the Effective Date with respect to crediting service earned under the Merged Plans before the Effective Date for purposes of vesting and eligibility to participate in the International Fund on and after the Effective Date; provided, however, that no person shall receive duplicate credit with respect to any period of time for any purpose under the International Pension Fund as a result of this subsection (e):

(i) those years of service credited as of the Effective Date to a person under a Merged Plan for purposes of vesting shall be credited towards Years of Vesting Service under this Article V for the purpose of determining that person's nonforfeitable right to a benefit; and

(ii) those hours or years of service credited as of the Effective Date to a person under a Merged Plan shall be credited towards Hours of Service under Section 3.02 of the Rules and Regulations of the International Pension Fund for the purpose of determining that person's eligibility to participate in the International Pension Fund.

(f) For the purpose of determining whether service earned by a person under a Merged Plan before the Effective Date shall be credited, lost, or restored to such person after a break in service, the rules of the Merged Plan shall apply, and the Rules and Regulations of the International Pension Fund, including Section 5.08, shall not apply, except that the Rules and Regulations of the International Pension Fund pertaining to the crediting, loss, or restoration of service after a break in service, including Section 5.08, shall apply to service earned by a person under a Merged Plan before the Effective Date only if:

(i) the service was not permanently lost or cancelled under the terms of the Merged Plan prior to the Effective Date; and

(ii) the person had incurred fewer than five (5) consecutive one-year break(s) in service under the rules of the Merged Plan immediately before the Effective Date; and

(iii) the person either (A) earns at least one Year of Vesting Service in the International Pension Fund after the Effective Date before incurring five consecutive one-year breaks in service under the rules of the Merged Plan, or (B) has Vesting Service in the International Pension Fund that, when added to the vesting service that was credited to him or her under the Merged Plan immediately before the Effective Date (without applying any of the Rules and Regulations of the International Pension Fund pertaining to the crediting, loss, or restoration of service after a break in service), equal five (5) or more Years of Vesting Credit; provided, however, that no person shall receive duplicate credit with respect to any period of time for any purpose under the International Pension Fund as a result of this paragraph (iii).

(g) Each person who was entitled, immediately before the Effective Date, to receive a Two Thousand Dollar ($2,000.00) lump-sum ancillary death benefit pursuant to the terms of the Local 102/452 Plan as then in effect shall be entitled, under the International Pension Fund on and after the Effective Date, to receive that amount under the same terms and conditions that were applicable thereto under the Local 102/452 Plan.

(h) For periods before the Effective Date, the following rules regarding the crediting of service for purposes of pension benefit accrual shall apply to any person who was credited with service in a Merged Plan as of the Effective Date and who is credited with at least one Hour of Service after the Effective Date; provided, however, that no person shall receive duplicate credit with respect to any period of time for any purpose under the International Pension Fund as a result of this subsection (h), and no person shall become entitled as result of credit earned under a Merged Plan to a Plan A Supplement under Section 4.02(e) or 4.02(f) of the Rules and Regulations of the International Pension Fund:

(i) those years of service credited as of the Effective Date to a person under either the Local 102 Fund or the Local 102/452 Fund for purposes of pension benefit accrual shall be credited towards Years of Pension Credits under this Article V for the purpose of determining that person's pension benefit accruals;

(ii) those years of service credited as of the Effective Date to a person for purposes of pension benefit accrual under the AFGM Plan shall be credited towards Years of Pension Credits under the International Pension Fund solely for the purpose of determining that person's eligibility for an Age and Service = 90 Pension (Plan C) under Section 4.17, eligibility for the Special Age and Service Pension (Plan CC) under Section 4.19, and eligibility for an Age and Service = 80 Pension (Plan G) under Section 4.23, but not for the purpose of determining the amount of any such Age and Service Pensions; nor shall such service otherwise be treated as Years of Pension Credits under this Article V or considered for purposes of pension benefit accrual.

(i) For periods beginning on and after the Effective Date, Years of Pension Credit, Years of Vesting Service, and Hours of Service for purposes of determining eligibility to participate, pension benefit accrual, and the associated contribution requirements shall be determined according to the Rules and Regulations of the International Pension Fund; provided, however, that, in order to reduce the disparity in funding status between the AFGM Plan and the International Pension Fund as of the Effective Date, for a period of fifteen (15) years following the Effective Date, the International Pension Fund shall require each employer that was a contributing employer under the AFGM Plan as of September 30, 2007, to contribute to the International Pension Fund an additional amount, over and above any contribution requirements otherwise applicable to such employer under Section 4.26 of the Rules and Regulations of the International Pension Fund, as specified in Section 2.5(c) of the merger agreement dated December 26, 2007, between the AFGM Plan and the International Pension Fund.

(j) The following rules regarding accrued benefits shall apply:

(i) Each person who becomes a Participant in the International Pension Fund as a result of the merger of a Merged Plan into the International Pension Fund and who is not credited with any service earned under the International Pension Fund on or after the Effective Date shall have an accrued benefit, as of the Effective Date, equal to the Grandfathered Accrued Benefit under the International Pension Fund.

(ii) Each person who becomes a Participant in the International Pension Fund as result of the merger of the Local 102 Fund or the Local 102/452 Fund into the International Pension Fund and who is credited with at least one Hour of Service earned under the International Pension Fund on or after the Effective Date shall be entitled to a benefit under the International Pension Fund the amount of which is the greater of (A) the Participant's Grandfathered Accrued Benefit, or (B) the benefit to which the Participant is entitled under the International Pension Fund, taking into account the service credited to such Participant under paragraphs (e) and (h) of this Section 5.11; provided, however, that each person who, immediately before the Effective Date, had service credit under both the Local 102 Fund or the Local 102/452 Fund and the International Pension Fund and who is credited with at least one Hour of Service earned under the International Penson Fund on or after the Effective Date shall receive no less than the sum of (A) the Participant's Grandfathered Accrued Benefit and (B) the benefit to which the Participant is entitled under the International Pension Fund based on service credited to such Participant under the International Pension Fund immediately before the Effective Date.

(iii) Each person who, immediately before the Effective Date, had service credit under both:

(A) the Local 102 Fund or the Local 102/452 Fund; and

(B) the International Pension Fund,

and who is not credited with any service under the International Pension Fund on or after the Effective Date, shall be entitled, as of the Effective Date, to receive a benefit under the International Pension Fund the amount of which is the sum of the amount of the Participant's Grandfathered Accrued Benefit, plus the amount of the benefit to which the Participant is entitled under the Rules and Regulations of the International Pension Fund based on service credited to such Participant under the International Pension Fund immediately before the Effective Date.

(iv) Each person who becomes a Participant in the International Pension Fund as a result of the merger of the AFGM Plan into the International Pension Fund and who is credited with at least one Hour of Service under the International Pension Fund on or after the Effective Date shall be entitled to a benefit under the International Pension Fund the amount of which is the sum of (A) the Participant's Grandfathered Accrued Benefit, plus (B) the benefit to which the Participant is entitled under the International Pension Fund, taking into account the service credited to such Participant pursuant to subsections (e) and (h) of this Section 5.11.

(v) The Grandfathered Accrued Benefit of each participant who becomes a Participant in the International Pension Fund as a result of the merger of a Merged Plan into the International Pension Fund shall be protected on and after the Effective Date to the extent required by law.

(k) The benefits payable under the International Pension Fund as a result of the mergers of the Merged Plans into the International Pension Fund shall be subject to the limitations set forth in Sections 8.14 and 8.15 of the Rules and Regulations of the International Pension Fund; provided, however, that, solely for purposes of determining the length of time for which a Contributing Employer has contributed to the International Pension Fund pursuant to Sections 8.14 and 8.15, the continuous period ending on the Effective Date for which a Contributing Employer contributed to the Local 102 Fund, the Local 102/452 Fund, and/or the AFGM Plan shall be credited under the International Pension Fund towards determining the length of time for which the Contributing Employer has contributed to the International Pension Fund.

(l) In accordance with section 4231(b)(2) of ERISA, no participant's or beneficiary's accrued benefit (as such term is defined under section 411 of the Internal Revenue Code of 1986, as amended, and the regulations thereunder) shall be lower immediately after the Effective Date than the amount of such participant's or beneficiary's accrued benefit immediately before the Effective Date.

ARTICLE VI. HUSBAND AND WIFE PENSION

Section 6.01—GENERAL

The Husband and Wife Pension is the normal form of pension payable to a married Participant. It provides a lifetime pension for the married Participant plus a lifetime pension for the surviving spouse, starting after the death of the Participant. The monthly amount to be paid to the surviving spouse is one-half the monthly amount paid to the Participant.

For pensions with Effective Dates before January 1, 2000 when a Husband and Wife Pension is in effect, the monthly amount of the Participant's Pension is reduced in accordance with the provisions of Section 6.05 from the full amount otherwise payable.

For pensions with Effective Dates of January 2000 or after, there is no reduction for the Husband and Wife Pension during the Participant's lifetime.

Section 6.02—EFFECTIVE DATE

Except to the extent expressly provided below, the provisions of this Article do not apply:

(a) to a pension, the Effective Date of which was before January 1, 1985, or

(b) if the Participant or former Participant incurred a Break in Service before 1985, unless it was subsequently repaired by a return to Covered Employment in accordance with Section 5.08.

Section 6.03—UPON RETIREMENT

(a) Payment shall be made from the Effective Date of a Participant's Pension in the form of a Husband and Wife Pension, unless the Participant has filed with the Trustees in writing a timely rejection of that form of Pension, along with the required spousal consent.

(b) A Participant may reject, as provided above, the Husband and Wife Pension (or revoke a previous rejection) at any time before the Effective Date of his pension, that is, before the first day of the first month for which a pension is payable to him, except that any election made by December 31, 1976 shall be deemed timely. A Participant shall in any event have the right to exercise this choice up to 90 days after he has been advised by the Trustees of the effect of such choice on his pension. In no event may a Participant reject the Husband and Wife Pension more than 180 days before the Effective Date of the pension. The Effective Date of the pension must be at least 30 days after the Participant is provided written information about the choices the Participant and Spouse are entitled to make with respect to the Husband and Wife Pension and the effect of these choices on the amount of pension. The 30-day period may be shortened to a period of not less than 7 days if the Participant and his or her Spouse consent in writing to the shorter period.

(c) The following special provisions apply to Participants receiving Disability Pensions with Effective Dates of January 2000 or later:

(i) If the Participant is married on the Effective Date of the Disability Pension, benefits will be paid in the form of a 50% Husband and Wife Pension notwithstanding the provisions of Section 6.03(a) and (b), unless the Participant elects an Alternate Husband and Wife Option as described in Section 6.08 or Section 6.09.

(ii) A Participant who marries while receiving a Disability Pension will be given an opportunity at age 65 to name his or her new spouse as the person entitled to receive surviving spouse benefits after the Participant's death, subject to the conditions of Section 6.06(a) (but not 6.06(a)(i)), in the form of a Husband and Wife Pension described in Section 6.01 or an Alternate Husband and Wife Option as described in Section 6.08 or Section 6.09.

(d) For Participants receiving Disability Pensions with Effective Dates before January 2000, the form of the benefit will be as follows:

(i) Until age 65 the form of the benefit is determined by the election that was made under Section 6.03(a) and (b) at the time the Disability Pension began.

(ii) If the Participant attained age 65 before January 2000, the form of the benefit after age 65 is determined by the election that was made under Section 6.03(a) and (b) when the Participant reached age 65. If the Husband and Wife Pension was not rejected at that time, the pension from age 65 onward shall be paid in the form of a 50% Husband and Wife Pension in the amount provided by Section 4.11(d).

(iii) If the Participant attains age 65 on or after January 1, 2000, and is then married, the benefit shall be paid in the form of a 50% Husband and Wife Pension in the amount provided by Section 4.11(d) notwithstanding the provisions of Section 6.03(a) and (b), unless the Participant attaining age 65 on or after January 1, 2009, elects an Alternate Husband and Wife Option as described in Section 6.08 and Section 6.09.

Section 6.04—DEATH AFTER VESTING BUT BEFORE RETIREMENT

Effective August 23, 1984:

(a) A Participant who:

(i) has at least one hour of service on or after June 1, 1976;

(ii) has achieved vested status or has separated from service as a vested participant;

(iii) has a surviving spouse as described in Section 6.06 and

(iv) dies on or after August 23, 1984 but before the effective date of his pension, shall be covered by the Husband and Wife Pension.

(b) The surviving spouse may elect the date when the pension will begin, provided that the pension Effective Date may not be earlier than the month in which the Participant would have attained the earliest retirement age under the Plan nor later than the month following the day that the Participant would have attained Normal Retirement Age or, effective July 1, 2001, the age to which the surviving spouse defers receipt of the pension, as provided in 6.04(d), if later, except as provided in Section

6.04(d)(ii). If a surviving spouse dies before the Effective Date of the pension, the pension shall be forfeited and no payment shall be made to any other party except to the extent that the 36-month guarantee is payable pursuant to Section 8.01(b)(i).

(c) The amount of the surviving spouse's pension shall be equal to the pension he or she would have received pursuant to Section 6.05 if:

(i) in the case of a Participant who dies after attaining the earliest retirement age under the Plan, the Participant had retired with an immediate Husband and Wife Pension on the day before his or her death, or

(ii) in the case of a Participant who dies before the earliest retirement age under the Plan, the Participant had (A) separated from service on the date of death, (B) survived to the earliest retirement age, (C) retired with an immediate Husband and Wife Pension upon attaining the earliest retirement age, and (D) died on the following day.

(d) If the surviving spouse defers receipt of the pension, the amount will be:

(i) The amount provided by subsection (c) increased by 0.5555 percent for each month of deferral between the earliest date when the pension could have begun and the Effective Date of the pension.

(ii) Effective July 1, 2001, if the Participant earned at least one hour of pension credit on or after July 1, 2000, and if the pension Effective Date is on or after the date on which the Participant would have become eligible for either a Plan C pension or a Plan G pension, the amount that the surviving spouse would have received if the Participant had (A) separated from service on the date of death, (B) survived to the earliest age of eligibility for the Plan C or Plan G pension, (C) retired with an immediate Husband and Wife Pension upon attaining that age, and (D) died on the following day.

(iii) Effective July 1, 2001, if the Participant earned at least one hour of pension credit on or after July 1, 2000, and if the pension Effective Date is on or after the date on which the Participant would have reached Normal Retirement Age, the amount that the surviving spouse would have received if the Participant had (A) separated from service on the date of death, (B) survived to Normal Retirement Age, (C) retired with an immediate Husband and Wife Pension upon attaining that age, and (D) died on the following day.

(e) If a married Participant who is receiving a Disability Pension dies before reaching age 65, the surviving spouse shall receive benefits under Section 6.04 if

(i) the Participant satisfies the conditions stated in Section 6.04(a), and

(ii) the spouse satisfies the conditions stated in Section 6.06(a) (but not (a)(i)).

If the surviving spouse was married to the Participant when the Disability Pension began, and that pension is in the form of a Husband and Wife Pension, the spouse shall receive the Husband and Wife benefit under Section 6.01 and shall not receive a pension under this Section 6.04.

Section 6.05—ADJUSTMENT OF PENSION AMOUNT

When a Husband and Wife Pension becomes effective, the amount of the Participant's monthly pension shall be reduced in accordance with a formula or formulas adopted by the Trustees, based on the principles of overall actuarial equivalence and equitable adjustment for the cost of such annuities. A formula or formulas adopted by the Trustees may be made applicable by them from year to year, that is, the amount of reduction from the full single-life pension on account of the Husband and Wife Pension may be fixed in accordance with the adopted formulas for:

(i) any such Pension the Effective Date of which falls within the year, and

(ii) any election (or failure to reject) such Pension which is exercised by the Participant within the year as his final choice.

However, the formula is not otherwise in any respect to be deemed a vested right of any Participant nor part of his accrued benefit, and is subject to change by the Trustees for pensions commencing later or for elections (or rejections or revocations of either) which the Participant has the option to make later.

The formula or formulas adopted by the Trustees to determine the amount of reduction on account of the Husband and Wife Pension, from the amount otherwise payable, are listed in Appendix 1 of the Rules and Regulations. Formulas that applied to pensions with Effective Dates before January 1, 2000 can be obtained from the Fund Office.

Section 6.06—ADDITIONAL CONDITIONS.

(a) A Husband and Wife Pension shall not be effective under any of the following circumstances:

(i) The Participant and spouse were not married to each other when pension payments began.

(ii) The Participant and spouse were married to each other for less than a year before the Participant's death.

(iii) The spouse died before the Participant's pension began or before his death, if he died before he retired on a pension.

(iv) The Participant and the spouse were divorced from each other before the Participant's pension began or before his death, if he died before he retired on a pension.

(b) A Qualified Domestic Relations Order as defined in the Act may affect the applicability and/or the amount of the Husband and Wife Pension.

(c) An election by a Participant not to take a Husband and Wife Pension shall not be effective unless:

(i) The spouse consents in writing within 180 days before the effective date of retirement to such an election acknowledging the effect of such election (said consent to be notarized), and

(ii) Such election designates, where appropriate, a beneficiary (or a form of benefits) which may not be changed without spousal consent (or the consent of the spouse expressly permits designations by the participant without any requirement of further consent by the spouse).

(d) Subsection (c) does not apply if the Participant establishes to the satisfaction of the Trustees that there is no spouse, that the spouse cannot be located, or other special circumstances which would permit waiver of the spousal consent requirement under applicable government regulations.

(e) The Trustees shall be entitled to rely on a written representation last filed by the Participant before the Effective Date of his pension as to whether he or she is married and as to whether a spouse may or may not be located. If such representation later proves to be false, the Trustees may adjust for any excess benefits paid as the result of the misrepresentation.

(f) Election or rejection may not be made or altered after the pension has commenced (including commencement but for administrative delay).

Section 6.07—CONTINUATION OF HUSBAND AND WIFE PENSION FORM

The monthly amount of the Husband and Wife Pension, once it has become payable, shall not be changed if the spouse is subsequently divorced from the Pensioner or if the spouse predeceases the Pensioner, except as set forth in Sections 6.03 and 6.09.

Section 6.08—ALTERNATE HUSBAND AND WIFE OPTIONS

A Participant eligible for a Pension under the Plan, with a Pension Effective Date of January 1, 2009 or after, may elect an alternate Husband and Wife Option which provides that the monthly amount paid to a Surviving Spouse is equal to 100% of the monthly amount paid to the Participant or is equal to 75% of the monthly amount paid to the Participant. The monthly amount of the Participant's pension is adjusted further in accordance with the provisions of Section 6.05 from the full amount otherwise payable. The following requirements must be met:

(a) The Participant must make an election to take the Alternate Husband and Wife Option no more than 180 days before or 90 days after the Effective Date of the Participant's Pension.

(b) The Alternate Husband and Wife Options will not be effective under any of the circumstances stated in Section 6.06(a). In addition, if the Participant dies before the Effective Date of the Pension, the election of the alternate Husband and Wife Option will be cancelled and the Pension shall be paid under Section 6.04.

(c) The Alternate Husband and Wife Options may not be elected by the surviving spouse of a Participant.

(d) The 36-Month Guarantee of Section 8.02(b)(iv) does not apply to the Alternate Husband and Wife Option.

(e) The formula or formulas adopted by the Trustees to determine the amount of reduction on account of the Alternate Husband and Wife Pension, from the amount otherwise payable, are listed in Appendix 1. Formulas that applied to pensions with Effective Dates before January 1, 2000, can be obtained from the Fund Office.

(f) Alternate Husband and Wife Pensions that were elected by Participants with Pension Effective Dates before January 1, 2009, will continue to be governed by Section 6.08 of the Rules and Regulations as they were in effect at the respective Pension Effective Dates.

Section 6.09—HUSBAND AND WIFE POP-UP OPTIONS

(a) For pensions with effective dates on or after December 1, 1999, a Participant who otherwise satisfies the requirements for an Alternate Husband and Wife Pension, as set forth in Section 6.08, may elect that the Alternate Husband and Wife Pension be paid as a "Pop-Up" option. The amount of the pension shall be adjusted for the Alternate Husband and Wife Pop-Up Option by multiplying the full amount otherwise payable by the factors shown in Appendix 1.

(b) Any pension with an Effective Date July 1, 1995 through December 1, 1999, and for which the Participant elected a Pop-Up Option, was adjusted for the Husband and Wife Pop-Up Option or the Alternate Husband and Wife Pop-Up Option by multiplying the full amount otherwise payable by the factors that were in use on the Effective Date. Factors that applied to pensions with Effective Dates on or before December 1, 1999, can be obtained from the Fund Office.

(c) The effect of having elected a Pop-Up Option for a pension described in subsection (a) or (b) is that if the Participant's spouse dies before the Participant, the Participant's pension reverts to the amount it would have been had the Participant received his pension without reduction for the Husband and Wife or Alternate Husband and Wife Pension. That change will be effective on the first day of the first month following the spouse's death. No change will be made to benefits that were payable before that date.

Setion 6.10—ELIGIBILITY OF CERTAIN NON-MARRIED PARTICIPANTS TO ELECT A HUSBAND AND WIFE PENSION

(a) Except as otherwise provided in this section, a Participant not otherwise eligible to receive his Pension in the form of a Husband and Wife Pension shall be entitled to elect a benefit described in Sections 6.03, 6.08, or 6.09, naming one Beneficiary to be treated as Surviving Spouse, provided that the following conditions are satisfied:

(i) The Participant makes an election no more than 180 days before or 90 days after the Effective Date of the Participant's Pension to take either a Husband and Wife Pension or one of the Alternate Husband and Wife Options.

(ii) At the time of the election made under Section 6.10(a)(i), the Participant presents a marriage certificate that is recognized as valid in the jurisdiction that issued it.

(iii) The Beneficiary is recognized as the Participant's spouse under the marriage certificate and is the same gender as the Participant.

(iv) The conditions specified under Section 6.06(a) would have been satisfied but for the facts that the Participant is the same gender as the Beneficiary and that same-sex marriage is not recognized in the state in which the Participant is domiciled.

(b) A Beneficiary who is entitled to survivor benefits under a Husband and Wife Pension as the result of an election made under Section 6.10(a) shall be treated as a Surviving Spouse for all purposes of the Plan except as subsection (d) otherwise specifically provides.

(c) A Participant whose Pension is payable as a Husband and Wife Pension as the result of an election made under Section 6.10(a) shall be treated as receiving a Husband and Wife Pension for all purposes of the Plan except as subsection (d) otherwise specifically provides.

(d) To the extent that Section 6.10(a) conflicts with the following provisions, Section 6.10(a) shall not apply:

(i) Section 6.04 shall apply only to a husband and wife who are married within the meaning of Section 1.28.

(ii) Section 6.06(c) shall apply only to a person who is a Spouse within the meaning of Section 1.29.

(iii) Section 6.10(a) shall have no effect on the payment of benefits in accordance with a "Qualified Domestic Relations Order" as defined in the Act.

(iv) No part of Section 6.10(a) shall be construed in a way that would result in disqualification of the Plan under the Internal Revenue Code or a violation of the Act.

ARTICLE VII. MISCELLANEOUS OPTIONS

Section 7.01—SOCIAL SECURITY OPTION

A Participant who is age 60 or over on the Effective Date of his Plan A Early Retirement, Plan B, Plan C, Plan CC, Plan D or Plan G Pension and who rejects the Husband and Wife Pension in accordance with Section 6.03(b), may elect to have such pension increased until age 62 or age 65 and reduced thereafter as provided herein.

Such Participant retiring on a Plan A Early Retirement, Plan B, Plan C, Plan CC, Plan D or Plan G Pension prior to age 62, shall have the increased amount payable up to and including the month in which his 62nd birthday occurs. Such Participant retiring on any such Pension after age 62 shall have the increased amount payable up to and including the month in which his 65th birthday occurs.

The general intent of this provision is to provide a Participant a Pension before age 62 or 65 as the case may be, which is reasonably equal to his Social Security Benefits except that this option may not be chosen unless the final Pension Level payable through the Fund is at least $20 per month.

The Social Security level income option shall be calculated as the actuarial equivalent of a straight life annuity. Actuarial equivalence is determined using the Applicable Mortality Table and Applicable Interest Rate, in accordance with Section 8.20(c). If the pensioner became a Participant before January 1, 2010, the amount of the Social Security level income option will be determined as follows, if the benefit amount would be greater than the benefit using the applicable factors in Section 8.20(c):

Increase in Pension until age 62 or 65 for each $10 by which the increased Pension is reduced thereafter

Pensioner's Age on Effective Date	62	65
60	$8.35	
61	9.12	
62		$7.51
63		8.24
64		9.06

A Participant electing the Social Security level income option must do so on a form provided by the Trustees prior to the Effective Date of his or her Plan A Early Retirement, Plan B, Plan C, Plan CC, Plan D or Plan G Pension, and must confirm this election by waiving the Husband and Wife Pension in accordance with Section 6.03(b) no more than 180 days before the Effective Date.

If a pensioner is age 59 on the Effective Date of Pension, the pensioner may elect at retirement to receive the Plan A Early Retirement, Plan B, Plan C, Plan CC, Plan D, or Plan G Pension to which he is entitled in the form of a single-life annuity to be converted to the Social Security Option at age 60. When the pensioner reaches age 60, the Social Security Option shall become effective as set forth in this Section.

If 36 times the pensioner's Early Retirement Pension before its adjustment for the Social Security Option exceeds the total amount received by the pensioner before his death, the difference will be paid to his Beneficiary in a lump sum, and no other benefit will be payable pursuant to Section 8.02(b)(iii).

Section 7.02—10-YEAR CERTAIN OPTION

A Participant who is eligible for a Pension under the Plan, other than a Disability Pension, and who rejects the Husband and Wife Pension in accordance with Section 6.03(b), may elect a 10-Year Certain Option which provides that should he die within the 120-month period beginning with the Effective Date of his Pension, the monthly amount to which he was entitled shall become payable to his survivors (determined in Section 8.13) for the remainder of the 120-month period. Effective for amounts payable on or after December 6, 1996, if there is more than one survivor or if benefits are payable to the Participant's estate, the remaining payments payable to each survivor or to the estate shall be paid in a single lump sum that is the actuarial present value of the remaining payments, calculated in accordance with Section 8.20(c).

Effective on and after January 1, 2003, if benefits are payable after the Participant's death to any person other than the Participant's spouse or another beneficiary named by the Participant, the remaining payments payable to that person shall be paid in a single lump sum that is the actuarial present value of the remaining payments, calculated in accordance with Section 8.20(c) and (d).

Election to take the 10-Year Certain Option may be filed with the Trustees at any time before the Effective Date of such Pension; that is, before the first day of the month for which a pension is payable to him.

If the Pensioner is not living on the Effective Date of such Pension, no benefits shall be payable either to the Participant or to such Participant's survivors, except as may be payable under Section 6.04.

If a Participant elects the 10-Year Certain Option, the monthly amount of his Pension shall be adjusted on the basis of actuarial equivalence as established by the Trustees. The factors used for making this adjustment are printed in Appendix 2 of the Rules and Regulations. Formulas that applied to pensions with Effective Dates before December 1, 1990 can be obtained from the Fund Office.

ARTICLE VIII. MISCELLANEOUS

Section 8.01—COMMENCEMENT OF BENEFIT PAYMENTS

(a) General Rule. Benefits shall be payable commencing with the first day of the first calendar month after the Participant (i) has fulfilled all the conditions for entitlement to the benefits and (ii) has filed a written application for benefits in the form and manner prescribed by the Trustees. The first day of that calendar month is the "Effective Date" of the Participant's pension. A written application can be filed up to one year prior to the "Effective Date" of the Participant's pension. An application (other than for a Disability Pension) that is filed more than one year prior to the "Effective Date" is null and void, and a new application must be submitted to apply for benefits. Section 4.11(a) defines the time during which an application for Disability Pension may remain active and the dates as of which a disabled Participant is deemed to have satisfied the conditions for receipt of such benefits.

(b) Exceptions. The following are the only exceptions to the requirement in Section 8.01(a)(ii) for a written application:

(i) If a Participant dies prior to the Effective Date of his pension, his survivors (as determined in Section 8.13) shall receive 36 months of benefit payments as described in Section 8.02(b)(iii) if any of the following conditions are met:

(A) his age and years of Pension Credit total at least 90, or

(B) he meets the requirements under Section 4.23 for a Plan G Pension, or

(C) effective for a Participant who has earned 504 Hours of Service in Covered Employment after January 1, 1997, he has either 15 years of Pension Credit or is entitled to a Plan A Vested Deferred Pension. If the Participant dies before reaching age 55 and is not then eligible for a Plan C or Plan G Pension, the benefit payments authorized by this section will be calculated based on an Early Retirement Pension as if the Participant had reached age 55 as of the date of death.

If the Participant leaves a Surviving Spouse who satisfies the requirements for a Husband and Wife Pension under Section 6.04, benefits shall be payable under that section instead of under the 36-month guarantee.

(ii) A Participant who reached age 70½ after January 1, 1988, and has not applied for pension benefits shall begin to receive benefits no later than April 1 following the calendar year in which he reached age 70½.

(A) If a Participant over age 70½ whose whereabouts is known to the Trustees fails to file a completed application for benefits on a timely basis, benefits will be paid as follows:

(i) If the present value of the Participant's benefit is no more than $1,000, in a single sum.

(ii) In any other case, in the form of a Husband and Wife Pension calculated on the assumption that the Participant is and has been married for at least one year by the date payments start and that the husband is three years older than the wife.

(iii) The benefit payment form will be irrevocable once it begins with the sole exceptions that it will later be changed to a single life annuity if the Participant proves that he was not married on the date payments began and the amounts of future benefit payments will be adjusted based on the actual ages of the Participant and Spouse if proven to be different from the assumption.

(B) Benefit payments that are not paid to or claimed by Participants over age 70½ because their whereabouts are unknown to the Trustees after reasonable efforts to locate them will be forfeited subject to reinstatement if the Participant or a Beneficiary appears and demonstrates his or her entitlement to the funds.

(C) The amount of the Benefit payable pursuant to this subsection 8.01(b)(ii) will be determined as of April 1 following the calendar year in which the Participant reached age 70½. If the Participant continues to work in Covered Employment after the year in which he or she attains age 70½, the amount of the benefit will be re-determined as of January 1 of each succeeding year, to reflect additional Pension Credit earned in accordance with Article V and to reflect any higher benefit level to which the participant has become entitled under Section 4.02 as of the end of the previous calendar year.

(D) After January 1, 2000, but before January 1, 2010, all references in this subsection (b)(ii) to "age 70½" shall be deemed to be "age 70."

(c) Benefit payments shall be made in accordance with the pension type the Participant is found eligible to receive and has selected at the time of retirement. No change may be made in the Participant's type of pension unless the Participant requests the change within 90 days after the Pension Effective Date.

Section 8.02—TERMINATION OF BENEFIT PAYMENTS

(a) General Rule. Pension benefit payments shall end with the payment for the month in which the death of the Participant occurs.

(b) Exceptions. The following are exceptions to the general rule in Section 8.02(a) for termination of benefit payments:

(i) If the Participant's pension is payable as a Husband and Wife Pension or an alternate Husband and Wife Option under Article VI, and the Participant dies while the spouse is still living, payments shall end with the payment for the month in which the death of the Participant's spouse occurs, except as (iv) provides.

(ii) If the Participant's pension is payable as a 10-Year Certain Option under Section 7.02, and the Participant dies within the 120-month period beginning with the Effective Date of the Pension, payments shall end with the final payment for that 120-month period.

(iii) The following pensions shall be guaranteed for 36 months from the Effective Date unless they are payable as a Husband and Wife Pension with an Effective Date before January 1, 2000, an alternate Husband and Wife Option, a Social Security Option or a 10-Year Certain Option: Plan A Normal, Plan A Reduced, Plan A Early Retirement, Plan A Vested, Plan B, Plan C, Plan CC, Plan G, and Plan D. If a Participant who is receiving or has applied for any Pension subject to this 36-month guarantee shall die either:

(A) within the 36-month period beginning with the Effective Date of such Pension, or

(B) within ninety days prior to his date of retirement as first stated in the written application,

the monthly pension to which the Participant was entitled shall become payable to his survivors (as determined in Section 8.13) for the remainder of the 36-month period in the case of (A) or for the entire 36-month period in the case of (B). The amount due to a Participant's survivors under this provision shall be paid in a single lump sum. Thereafter, the pension benefit shall cease.

(iv) A Husband and Wife Pension with an Effective Date on or after January 1, 2000, is guaranteed for 36 months from the Effective Date, as follows: If the Participant and the Surviving Spouse both shall die within the 36-month period beginning with the Effective Date of such Pension, the Fund shall pay to the designated beneficiary or beneficiaries a lump-sum amount equal to 36 times the monthly pension amount received by the Participant, less the total benefit payments received by the Participant and his surviving spouse. In no case will benefits be paid pursuant to this guarantee after 36 monthly payments have been made to the Participant and/or his surviving spouse.

Section 8.03—INFORMATION AND PROOF

Every Participant, Pensioner, Surviving Spouse, or Beneficiary shall furnish, at the request of the Board of Trustees, any information or proof reasonably required to determine his benefit rights. If the Claimant makes a willfully false or fraudulent statement material to his application or furnishes fraudulent information or proof, material to his claim, benefits under this Plan may be denied, suspended or discontinued. The Board of Trustees shall have the right to recover any benefit payments made in reliance on any willfully false or fraudulent statement, information or proof submitted by a Participant, Pensioner, Surviving Spouse, or Beneficiary.

Section 8.04—POWERS OF TRUSTEES

The Trustees, and any committee of the Trustees designated by the Trustees in accordance with the Trust Agreement, shall have the exclusive right, power, and authority, in their sole and absolute discretion, to administer, apply and interpret the Plan and any other Plan documents and to decide all matters arising in connection with the operation or administration of the Plan. Without limiting the generality of the foregoing, the Trustees, and any committee of the Trustees designated by the Trustees in accordance with the Trust Agreement, shall have the sole and absolute discretionary authority to:

(a) take all actions and make all decisions with respect to eligibility for, and the amount of, benefits payable under the Plan;

(b) formulate, interpret and apply rules, regulations and policies necessary to administer the Plan in accordance with its terms;

(c) decide questions, including legal or factual questions, relating to the calculation and payment of benefits under the Plan;

(d) determine the standard of proof required in any case;

(e) resolve and/or clarify any ambiguities, inconsistencies and omissions arising under the Plan or other Plan documents; and

(f) process, and approve or deny, benefit claims and rule on any benefit exclusions.

All determinations made by the Trustees, or any committee of the Trustees designated by the Trustees in accordance with the Trust Agreement, with respect to any matter arising under the Plan shall be final and binding on all affected Participants, their Beneficiaries, and any other persons who claim benefits from the Plan through any of them. The Trustees may delegate such duties or powers as they deem necessary to carry out the administration of the Plan.

Section 8.05—CLAIMS PROCEDURE AND RIGHT OF APPEAL

A Participant, Beneficiary, or other person who claims an entitlement to benefits shall make a written application for benefits to the Fund office as required by Section 8.01(a). This written application is called a "claim" for benefits, the person who makes the claim is the "claimant," and the claim is considered to be "filed" on the date that the Fund office receives it.

(a) The Fund office shall act upon a claim within 90 days after the date on which the claim is filed, unless special circumstances require a longer period for adjudication and the claimant is notified in writing of the reasons for an extension of time within such 90-day period; provided, however, that no extensions shall be permitted beyond 90 days after the date on which the claimant received notice of the extension of time from the Fund office.

(b) If a claim is denied, in whole or in part, written notice, prepared in a manner calculated to be understood by the claimant, shall be provided to the claimant, setting forth the specific reasons for the denial, referring to the specific plan provisions on which the denial is based, and explaining the procedure for review of the decision made by the Fund office. If the denial is based upon submission of information insufficient to support a decision, the Fund office shall specify the information which is necessary to perfect the claim and the reasons for requesting such additional information.

(c) Any claimant whose claim is denied may, within 180 days after receipt of written notice of such denial, request in writing a review by the Appeals Committee of the Board of Trustees ("Appeals Committee"). Such claimant (or an authorized representative) may examine any Plan documents relevant to his claim and may submit written comments, documents, records and other information relating to the application for benefits. All relevant evidence so provided will be considered, without regard to whether it was submitted or considered in the initial benefit determination. The claimant (or an authorized representative) shall also be provided, upon request and free of charge, with access to, or copies of, all documents, records and other information relevant to the claim. A claimant may not file any civil action in federal or state court to obtain benefits without first requesting a review as described in this section.

(d) The Appeals Committee will meet at least once each three months, and will consider each appeal at the meeting that immediately follows receipt of the appeal, unless the appeal is received within 30 days preceding the date of a meeting. In that event, the Appeals Committee will consider the appeal at the second meeting following receipt of the appeal. If special circumstances require an extension of time for processing the appeal, the Appeals Committee shall notify the claimant in writing of the extension, describing the special circumstances and the date as of which the determination of the appeal will be made, before the beginning of the extension period. Any such extension may not extend beyond the third meeting after the Fund's receipt of the appeal, unless the claimant voluntarily consents to a longer extension.

(e) The decision of the Appeals Committee shall be communicated to the claimant as soon as possible, but not later than 5 days after the decision is made on the appeal.

(f) The notice of the Appeals Committee's decision shall contain, to the extent that the decision is adverse to the claimant, a description of the specific reason or reasons for the decision, reference to the specific plan provisions on which the decision was based, a statement that the claimant is entitled to receive, upon request and free of charge, the information and materials described in subsection (c), and a statement of the claimant's right to bring an action under ERISA.

(g) Special Procedures for Disability Pension Applications.

(i) Applications for Disability Pensions shall be subject to all of the general rules described in subsections (a) through (f), except to the extent that they are amended by the specific provisions in this subsection (g).

(ii) The initial decision on an application for a disability pension will be made within 45 days after the Fund office receives the application, unless special circumstances require additional time, in which case the Fund office will notify the claimant before the end of the initial 45 days of an extension of 30 days or less. The contents of that notice shall be as described in subsection (a). If necessary, the Fund office may notify the claimant of a second extension of 30 days or less, following the same procedure. No additional extensions may be made, except with the claimant's voluntary consent.

(iii) If an adverse decision on the application is based in whole or in part on any internal rule, guideline, or similar criterion, the notice to the claimant of the adverse decision will either set forth the internal rule, guideline, or similar criterion, or will state that such was relied upon and will be provided free of charge to the claimant upon request.

(iv) Upon the claimant's request, the Fund office will identify any medical or vocational expert whose advice was obtained on behalf of the Fund in connection with an adverse benefit determination, without regard to whether the advice was relied upon in making the benefit determination.

(v) The Appeals Committee will consider the appeal _de novo,_ without any deference to the initial benefit denial.

(vi) The Appeals Committee will not include any person who participated in the initial benefit denial or who is the subordinate of a person who participated in the initial benefit denial.

(vii) If the initial benefit denial was based in whole or in part on a medical judgment, the Appeals Committee will:

(A) consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment, and who was neither consulted in connection with the initial benefit determination nor is the subordinate of any person who was consulted in connection with that determination; and

(B) upon notifying the claimant of an adverse determination on review, include in the written notice either an explanation of the clinical basis for the determination, applying the terms of the plan to the claimant's medical circumstances, or a statement that such explanation will be provided free of charge upon request.

(h) The procedures set forth in this section shall be interpreted and applied in accordance with regulations promulgated by the United States Department of Labor or any successor authority regulating claims procedures for employee benefit plans subject to ERISA.

Section 8.06—SUSPENSION OF BENEFITS

(a) Depending upon a Participant's age, pension benefits may be suspended for any month in which a Pensioner (or Participant entitled to receive a pension) works in "Industry Employment," as defined in subsection (b). The rules for suspension are as follows:

(1) Before age 65, benefits will be suspended for any calendar month in which the Participant works 40 hours or more in Industry Employment (including the month in which their 65th birthday occurs).

(2) Effective July 1, 2001 benefits will not be suspended for any month beginning after the Participant's 65th birthday if the Participant has filed a written application pursuant to Section 8.01(a)(ii). A suspension of benefits caused by the Participant's failure to file an application will terminate as of the first day of the month following the Fund's receipt of the required application, even if the Participant continues to work or returns to work in Industry Employment.

(b) "Industry Employment" means any union or non-union employment or self-employment in the Baking and Confectionery Industry in the United States or Canada, in any trade or craft in which the Pensioner was employed at any time while in Covered Employment. The term "trade or craft in which the Pensioner was employed at any time while in Covered Employment" includes any supervisory activities relating to the Pensioner's trade or craft. The term "United States or Canada" refers to any state or any Province of Canada (and the remainder of any Standard Metropolitan Statistical area which falls in part within such state) in which any Contributing Employer made (or was required to make) contributions at the time the Pensioner's benefits commenced or would have commenced had the Pensioner not continued in (or returned to) employment as described in the preceding subsection (a).

(c) If a Pensioner engages in Industry Employment before age 65, he must notify the Board of Trustees in writing within twenty-one (21) days of such employment. A Pensioner must also comply with any request from the Board of Trustees for verification that he is unemployed or for factual information relating to his employment within sixty (60) days of the request.

If he fails to give such written notice within such 21-day period, or to comply with any request for information from the Board of Trustees, and if he is receiving (or is otherwise entitled to receive) benefits prior to the attainment of Normal Retirement Age, his benefits shall be suspended for an additional period of 12 months over and above the suspension period of subsection (a).

(d) A Pensioner whose benefits have been suspended in accordance with subsection (a) must, upon ceasing Industry Employment, notify the Fund Office in writing in order for benefits to be reinstated. Upon such notification, benefits to the Pensioner will commence effective the month following the cessation of Industry Employment.

(e) In the event a Pensioner receives benefits from the Plan for any month in which he engaged in Industry Employment, any payments which should have been suspended under this Section 8.06 shall be deducted from any subsequent benefit payments to which the Pensioner would otherwise be entitled; provided that, in the case of any Pensioner that has attained Normal Retirement Age, such deduction or offset will not exceed in any one month (following the first monthly payment made to a Pensioner after a suspension of benefits) 25 percent of that month's total benefit payment which otherwise would have been due.

(f) A Pensioner who returns to Industry Employment (or a Participant entitled to a pension) and whose benefits are suspended pursuant to this Section 8.06 shall be entitled to earn Pension Credits in accordance with Article V. At such time as the Pensioner is again eligible to receive benefits under the Plan, he shall receive the higher of (i) any new benefit to which he is entitled (including any higher benefit level to which he is entitled pursuant to Section 4.02), or (ii) the benefit he was entitled to receive prior to returning to Industry Employment. A Pensioner whose Effective Date of Pension was before Normal Retirement Age must make a new election pursuant to Section 6.03 with respect to any additional benefit amounts that he is entitled to receive when his benefits begin again, and may make any election permitted by the Plan with respect to those additional amounts only.

(g) A Pensioner who works in Covered Employment will earn additional Pension Credits in accordance with Article V, and may qualify for a higher benefit level as provided in Section 4.02 or for an Age and Service Pension as provided in Article IV, Sections 4.17 and 4.23. The amount of any increased benefit for such a Pensioner whose benefits are not suspended will be determined annually, on or before April 1, based upon Covered Employment in the preceding year. Effective January 1, 2004, increases will be paid retroactively to the earliest date on which the Pensioner became eligible to receive the increase based on a change in the pension benefit level pursuant to section 4.02 or on which the requirements to receive an Age and Service Pension were met. All other increases will be based upon Covered Employment in the preceding year and paid retroactively to January 1 of the year in which the determination is made.

(h) The Plan shall inform a Pensioner of any suspension of his benefits by notice given by personal delivery or first class mail during the first calendar month in which his benefits are withheld. Such notice shall include a description of the specific reasons for the suspension, copy of the relevant provisions of the Plan, reference to the applicable regulation of the U.S. Department of Labor, and a statement of the procedure for securing a review of the suspension. In addition, the notice shall describe the procedure for the Pensioner to notify the Plan when his disqualifying employment ends. If the Plan intends to recover prior overpayments by offset, the suspension notice shall explain the offset procedure and identify the amount expected to be recovered, and the periods of employment to which they relate.

Section 8.07—VESTED STATUS OR NONFORFEITABILITY

The benefits to which a Participant is entitled under this Plan upon his attainment of Normal Retirement Age are nonforfeitable, subject only to the conditions as to suspension of benefits (Section 8.06), application (8.01(a)(ii)), limitation on retroactivity (8.01), application of a qualified domestic relations order (8.10) and willful misrepresentation (8.03), and the effects of retroactive amendment made within the limitations of Section 411(a)(3)(C) of the Internal Revenue Code and Section 302(c)(8) of ERISA. The benefits to which a surviving spouse is entitled shall likewise be nonforfeitable. Participants and beneficiaries shall be entitled to any of the other benefits of this Plan subject to all of the applicable terms and conditions.

A Participant has attained "Vested Status" when he has fulfilled the age and service requirements for receipt of a nonforfeitable pension after his retirement and his attainment of Normal Retirement Age.

Section 8.08—NON-DUPLICATION OF PENSIONS

No Years of Pension Credit can be counted more than once in computing any benefit provided for under these Rules and Regulations.

Anything within the Rules and Regulations to the contrary notwithstanding, no pension benefit shall be payable for any month for any portion of which a Pensioner or Participant receives a Weekly Accident and Sickness Benefit from the Bakery and Confectionery Union and Industry International Health Benefits Fund or any other collectively bargained health benefits fund. This does not apply to Workers' Compensation.

Section 8.09—INCOMPETENCE OR INCAPACITY OF A PENSIONER OR BENEFICIARY

In the event it is determined to the satisfaction of the Trustees that a Pensioner or Beneficiary is unable to care for his affairs because of mental or physical incapacity, any payment due may be applied, in the discretion of the Trustees, to the maintenance and support of such Pensioner or Beneficiary or to such person as the Trustees in their sole discretion find to be an object of the natural bounty of the Pensioner or Beneficiary in the manner decided by the Trustees, unless, prior to such payment, claim shall have been made for such payment by a legally appointed guardian, committee, or other legal representative appropriate to receive such payments on behalf of the Pensioner or Beneficiary.

Section 8.10—NON-ASSIGNMENT OF BENEFITS

Except to the extent provided in (a) through (d) below, it is the intention of the Trustees to make it impossible for Participants, Pensioners, or Beneficiaries covered by these Rules and Regulations to unwisely imperil the provisions made for their retirement payments hereunder.

It is hereby expressly provided that no Participant, Pensioner or Beneficiary hereunder shall have the right to assign, alienate, transfer, sell, hypothecate, mortgage, encumber, pledge or anticipate any retirement payments or portions thereof and any such assignment, alienation, transfer, sale, hypothecation, mortgage, encumbrance, pledge or anticipation shall be void and of no effect whatsoever, except as (a) through (d) permit.

So that no such retirement payments or portions thereof shall in any way be subject to any legal process, execution, attachment or garnishment or be used for the payment of any claim against any Participant, Pensioner, or Beneficiary, or be subject to the jurisdiction of any bankruptcy court or insolvency proceedings by operation of law or otherwise, the Trustees shall have the right to terminate or postpone any pension payments to a Pensioner or Beneficiary.

(a) The Plan may, pursuant to procedures established by the Trustees, pay benefits in accordance with the applicable requirements of a "Qualified Domestic Relations Order" as defined in the Act.

(b) A Pensioner or surviving spouse receiving benefits from the Plan may enter into a voluntary written agreement for the monthly deduction of premiums for retiree health benefits under the Bakery and Confectionery Union and Industry International Health Benefits Fund. Such an agreement may be revoked prospectively at any time by written notice to the Trustees. Revocation shall be effective for the first monthly pension payment that is processed following the Trustees' receipt of the notice of revocation.

(c) The Plan will comply with federal law permitting the Internal Revenue Service to attach, or enforce a lien against, pension benefits for unpaid taxes, and will comply with writs of garnishment under 18 U.S.C.§ 3613(a).

(d) Benefits may be offset, to the extent permitted by Section 206(d)(4) of the Act, by amounts that a Participant or spouse is ordered or required to pay to the Plan pursuant to (1) a judgment of conviction for a crime involving the Plan or (2) either a civil judgment entered by a court (including a consent order or decree), or a settlement with the Secretary of Labor or the Pension Benefit Guaranty Corporation, in connection with a violation of any obligation under part 4 of Title I of the Act.

Section 8.11—NO RIGHT TO ASSETS

No person, other than the Trustees of the Pension Fund, shall have any right, title or interest in any of the income or property of any character received or held by or for the account of the Pension Trust, and no person shall have any vested right to benefits provided by the Pension Fund, nor shall any Participant be entitled to any payment or other equity in the assets of the International Pension Fund. All contributions made to the International Pension Fund shall be held in trust for the exclusive benefit of Participants who qualify for pensions under this International Pension Plan. No Participant, nor any group of Participants who cease to maintain their status as Participants, shall have any right to any of the assets of the International Pension Fund nor may any contributions to the International Pension Fund on the employment of a Participant be transferred to any other pension fund.

Section 8.12—MAXIMUM LIMITATION

(a) In no event shall this Plan pay benefits, and in no event shall any Participant accrue benefits under this Plan, in excess of the maximums specified for qualified multiemployer defined-benefit plans by section 415 of the Internal Revenue Code and final regulations issued thereunder. The provisions of section 415 of the Code and the final regulations promulgated thereunder shall be applied in accordance with the rules of operation specified below in determining the extent to which benefits provided under this Plan shall be limited in order to comply with section 415 of the Code.

(b) Rules of Operation.

   (1) To the extent that such maximums are increased following a Participant's termination of employment or commencement of benefits, including increases in such maximums that occur pursuant to section 415(d)

of the Internal Revenue Code, a Participant's benefit otherwise limited by this section shall be adjusted to reflect the increased maximum, regardless of whether the Participant has then commenced receiving benefits under the Plan.

(2) Benefits payable by a Contributing Employer under any other defined benefit plan that is not a multiemployer plan to a Participant in this Plan shall be aggregated with the benefits provided to the Participant under this Plan by such Contributing Employer to the extent required by, and in accordance with, section 415 of the Code and the final regulations promulgated thereunder. In any case that limitation of benefits is required, the pension payable under such other defined benefit plan shall be limited before the pension payable under this Plan is limited, so as to preclude such aggregated pension benefits from exceeding the limitations of this section. The Trustees shall be entitled to rely on a representation by an Employer that the pension payable to a Participant under this Plan, to the extent attributable to employment with that Employer, does not, together with any other pension payable to him under any other plan maintained by that Employer (to the extent that aggregation of such benefits is required by section 415 of the Internal Revenue Code and final regulations issued thereunder), exceed the limitations of section 415.

(3) If the Effective Date of a Pension is on or after January 1, 2009, the applicable mortality table used for satisfying the requirements of section 415(b)(2)(B), (C), or (D) of the Code shall be the mortality table prescribed in section 417(e)(3)(B) of the Code. In addition, for purposes of this section, when adjusting the annual dollar limitation for benefits commencing before age 62 or after age 65, no adjustment shall be made to such limitation to reflect the probability of a Participant's death between the Effective Date of the Participant's Pension and age 62, or between age 65 and the Effective Date of the Pension, as applicable.

Section 8.13—BENEFITS TO SURVIVORS AND TO PARTICIPANTS WHOSE WHEREABOUTS ARE UNKNOWN

Benefits due and payable during the lifetime of a Pensioner but not actually paid prior to his death, or benefit payments guaranteed to survivors as provided in Section 8.01 or 8.02 shall be paid to the Pensioner's Beneficiary as designated in writing by the Pensioner on a form provided by the Trustees. If no Beneficiary has been so named, or if the named Beneficiary has predeceased the Pensioner, such benefit payments shall be paid to the Pensioner's spouse, as defined by applicable state law, if then living, or if there is no spouse then alive, such benefits shall be paid to any other person who is an object of natural bounty of the Pensioner or to his estate, as the Trustees, in their sole discretion, may designate.

In the event that any benefit payable hereunder shall remain unpaid for a period of five (5) years from the date such benefit becomes payable by the terms of this Plan or from the Normal Retirement Age of a Participant who is no longer working in Covered Employment, and (a) the whereabouts of the Participant or other Beneficiary (hereinafter referred to as Beneficiary) are unknown to the Trustees and are not ascertainable from the records of the Trustees or the Employer, and the Trustees have made reasonable efforts to locate such Participant or Beneficiary, or (b) where there is no valid claim presented by any Beneficiary, or (c) where there is no named Beneficiary and the Trustees have been unable to ascertain or locate any Beneficiary or estate entitled to payment, then the right to such benefit shall be extinguished and such Participant or Beneficiary shall thereafter have no further right to any such benefit and such benefit shall be retained as a general asset of the Fund. The benefit will be reinstated if the Participant or Beneficiary appears and demonstrates his or her entitlement to the funds.

Section 8.14—LIMITATION OF LIABILITY FOR PENSION BENEFITS

(a) Any provisions in the Rules and Regulations to the contrary notwithstanding, if on or after March 1, 1962, a Contributing Employer ceases to be a Contributing Employer for any reason other than (1) the closing of his business, or (2) the fact that he no longer has any Employees employed in job classifications which were set forth in a Collective Bargaining Agreement with a Local Union, pension benefits payable to the Employees of said Employer and the granting or cancellation of said Employee's Years of Pension Credits shall be governed as follows:

(i) Any former Employee of said Employer who retired on pension with an Effective Date prior to March 1, 1962, shall continue to receive pension benefits in accordance with Section 8.01.

(ii) If the total contributions of the Contributing Employer, less benefit payments already made, exceed the actuarial liability in (i) above, the remainder of said contributions shall be applied to pay the pensions of former Employees then on pension with Effective Dates between March 1, 1962, and the date the Contributing Employer ceased to be a Contributing Employer. If such remainder is not equal to the lifetime liability for such pensions, their pensions shall continue only until such remainder has been exhausted.

(iii) Any Employee of the said Employer who had not been approved for benefits prior to the date the Employer ceased to be a Contributing Employer shall incur an immediate break in employment and his previous Years of Pension Credits shall be cancelled. However, such Employee's Years of Pension Credits shall be restored provided that the Employee validly returns to work for a Contributing Employer before having incurred a break in employment in accordance with the first paragraph of Section 5.08(c) or repairs the break in accordance with Section 5.08(b)(iii), or the break does not occur because of the exceptions in Section 5.08(c).

(b) If a group of Contributing Employers with Collective Bargaining Agreements with any one Local Union shall cease to be Contributing Employers on approximately the same date, the Trustees shall have the right to apply the above subsection (a) as though said Employers were one Contributing Employer. In any case, the calculations will include all Employers having had contracts with the said Local Union who have ever been Contributing Employers to the Fund.

(c) Notwithstanding anything to the contrary in this Section 8.14, any curtailment of benefits or cancellation of Years of Pension Credits because an Employer has ceased to be a Contributing Employer after September 1, 1974, shall not apply to any Covered Employment (or any benefits attributable thereto) during the Contribution Period.

Section 8.15—LIMITATION OF LIABILITY FOR PENSION BENEFITS

(a) If, on or after March 1, 1962, a Contributing Employer closes down his bakery and/or confectionery business and if as of that date such Employer has not made contributions to the Fund for Plan A Pensions for at least a period of 48 months or for Plan B or Plan C or Plan D or Plan G Pensions for at least a period of 24 months, the Fund's liability for each class of Pensions shall be limited in the manner set forth in Section 8.14, except that no Employee who has at least 48 months of Pension Credit during the Contribution Period shall be subject to the aforesaid limitation of pension benefit with respect to Plan A benefits.

(b) If, on or after April 1, 1971, a Contributing Employer closes down his bakery and/or confectionery business, the Fund's liability for Plan B, Plan C or Plan CC and Plan G Pensions shall be limited in the manner set forth in Section 8.14 if any one of the following conditions occur:

(i) If such Employer made contributions to the Fund for Plan A Pensions for a period of less than 24 months prior to beginning contributions for Plan B or Plan C or Plan CC or Plan G Pensions and such Employer has made contributions for such Plan B or Plan C or Plan CC or Plan G Pensions for less than 72 months;

(ii) If such Employer made contributions to the Fund for Plan A Pensions for a period of two years or more but less than five years prior to beginning contributions for Plan B or Plan C or Plan CC or Plan G Pensions and such Employer has made contributions for such Plan B or Plan C or Plan CC or Plan G Pensions for less than 48 months;

(iii) If such Employer made contributions to the Fund for Plan A Pensions for a period of five years or more but less than six years prior to beginning contributions for Plan B or Plan C or Plan CC or Plan G Pensions and such Employer has made contributions for such Plan B or Plan C or Plan CC or Plan G Pensions for less than 36 months; or,

(iv) If such Employer made contributions to the Fund for Plan A Pensions for a period of 72 months or more prior to beginning contributions for Plan B or Plan C or Plan CC or Plan G Pensions and such Employer has made contributions for such Plan B or Plan C or Plan CC or Plan G Pensions for less than 24 months.

(c) If, on or after June 1, 1981 a Contributing Employer closes down his bakery and/or confectionery business, Section 8.15(b) shall apply except that the Fund's liability for Plan CC or Plan G Pensions shall be limited in the manner set forth in Section 8.14 if any of the following conditions occur:

(i) If the pensions for Plan C provided by the contributions made by such Employer are limited by Section 8.15(a) or 8.15(b), or

(ii) If the Employer has not agreed to participate in Plan CC or Plan G in the first year of the first contract negotiated on or after August 1, 1981.

(d) If liability is limited, the rules of Section 8.14 shall be modified to permit benefits to be paid to employees not yet retired under Plan CC or Plan G to the extent that contributions for Plan CC or Plan G exceed the sum of (1) the actuarial value of future benefits for Plan CC or Plan G Pensions with an Effective Date prior to the date the Employer ceased to make Plan CC or Plan G contributions, and (2) Plan CC or Plan G Pension benefits paid through that date which are attributable to such Employer.

Notwithstanding anything to the contrary in this Section 8.15, any curtailment of benefits or cancellation of Years of Pension Credits because an Employer has ceased to be a Contributing Employer after September 1, 1974, shall not apply to any Covered Employment (or any benefits attributable thereto) during the Contribution Period.

Section 8.16—NON-REVERSION

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

Section 8.17—LIMITATION OF LIABILITY

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

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

Section 8.18—TERMINATION OF PLAN

(a) Right to Terminate

The Trustees shall have the right to discontinue or terminate this Plan in whole or in part. The rights of all affected Participants to benefits accrued to the date of termination, partial termination, or discontinuance to the extent funded as of such date shall be nonforfeitable.

(b) Priorities of Allocation

In the event of termination, the assets then remaining in the Plan after providing for any administrative expenses, shall be allocated among the Pensioners, Beneficiaries, and Participants in the following order:

(i) First, in the case of benefits payable as a pension:

(A) In the case of the pension of a Participant or Beneficiary which was in any pay status as of the beginning of the 3-year period ending on the termination date of the Plan, to each such pension, based on the provisions of the Plan (as in effect during the 5-year period ending on such date) under which such pension would be the least. The lowest pension in pay status during the 3-year period shall be considered the pension in pay status for such period.

(B) In the case of a pension of a Participant or Beneficiary which would have been in pay status as of the beginning of such 3-year period if the Participant had retired prior to the beginning of the 3-year period and if his pension had commenced (in the standard form) as of the beginning of such period, to each such pension based on the provisions of the Plan (as in effect during the 5-year period ending on such date) under which the pension would be the least.

(ii) Second, to all other benefits (if any) of the individuals under the Plan guaranteed under Title IV of ERISA.

(iii) Third, to all vested benefits under this Plan.

(iv) Fourth, to all other benefits under this Plan.

(c) Allocation Procedure

For purposes of Subsection (b) hereof:

(i) The amount allocated under any paragraph of Subsection (b) with respect to any benefit shall be properly adjusted for any allocation of assets with respect to that benefit under a prior paragraph of that Subsection.

(ii) If the assets available for allocation under any paragraph of Subsection (b) (other than paragraphs (iii) and (iv)) are insufficient to satisfy in full the benefits of all individuals which are described in that paragraph, the assets shall be allocated pro rata among such individuals on the basis of the present value (as of the termination date) of their respective benefits described in that paragraph.

(iii) This paragraph applies if the assets available for allocation under Subsection (b) (iii) are not sufficient to satisfy in full the benefits of individuals described in that paragraph:

(A) If this paragraph applies, except as provided in subparagraph (B), below, the assets shall be allocated to the benefits of individuals described in Subsection (b) (iii) on the basis of the benefits of individuals which would have been described in such Subsection (b) (iii) under the Plan as in effect at the beginning of the 5-year period ending on the date of Plan termination.

(B) If the assets available for allocation under subparagraph (A), above, are sufficient to satisfy in full the benefits described in such paragraph (without regard to this subparagraph), then for purposes of subparagraph (A), benefits of individuals described in such paragraph shall be determined on the basis of the Plan as amended by the most recent Plan amendment effective during such 5-year period under which the assets available for allocation are sufficient to satisfy in full the benefits of individuals described in subparagraphs (A) and any assets remaining to be allocated under subparagraph (A) on the basis of the Plan as amended by the next succeeding Plan amendment effective during such period.

Section 8.19—AMENDMENT

This Plan may be amended at any time by the Trustees, consistent with the provisions of the Trust Agreement. In making any decision to amend the Plan, the Trustees shall act as fiduciaries within the meaning of section 3(21) of ERISA. No amendment may decrease the accrued benefit of any Participant, except:

(a) As necessary to establish or maintain the qualification of the Plan or the Trust Fund under the Internal Revenue Code and to maintain compliance of the Plan with the requirements of ERISA, or

(b) If the amendment is pursuant to ERISA regulations regarding alterations of the interim ERISA guidelines, or alternatively, if the amendment meets the requirements of Section 302(c) (8) of ERISA and Section 412(c) (8) of the Internal Revenue Code, and the Secretary of Labor has been notified of such amendment and has either approved of it, or within 90 days after the date on which such notice was filed, he failed to disapprove.

Section 8.20—LUMP-SUM OR ANNUAL PAYMENTS

(a) If the actuarial present value of the vested accrued benefit payable to any person is less than $1,000, the Trustees will make a lump-sum payment to such person in an amount equal to such actuarial present value. The actuarial present value of a benefit payable to a participant shall be determined as of the participant's pension effective date, and the lump sum benefit shall be paid after that date. The actuarial present value of a benefit payable to a surviving spouse shall be determined as of the date of the participant's death.

(b) Any person entitled to receive a monthly benefit may elect to receive the benefit in the form of annual payments. This election may be made at the effective date of pension or at any time thereafter, but once made the election to receive benefits in the form of annual payments may not be changed. Each annual payment shall be paid at the end of the calendar year for which the monthly payments were due, in an amount equal to the actuarial present value of the monthly payments that were due during that year. When a person receiving annual payments dies, the actuarial present value of the unpaid monthly payments that were due for months preceding the date of death will be paid to the deceased person's survivors (as determined in Section 8.13).

(c) For purposes of determining the actuarial present value of benefits under this Section and under Section 7.01 and 7.02:

(i) if the Effective Date of a Pension is before January 1, 2008, the interest rate assumption shall be the average interest rate on 30-year Treasury securities for the month of November immediately preceding the Plan Year in which the payment is due to be made, and the applicable mortality table shall be that prescribed by the Internal Revenue Service pursuant to section 417(e)(3)(A)(ii)(I) of the Internal Revenue Code, as in effect before amendment by the Pension Protection Act of 2006, or such other interest rate and mortality table as prescribed by section 417(e)(3) of the Internal Revenue Code; and

(ii) if the Effective Date of a Pension is on or after January 1, 2008, the interest rate assumption shall be the rate specified in section 417(e)(3)(C) of the Internal Revenue Code for the month of November immediately preceding the Plan Year in which the payment is due to be made, and the applicable mortality table shall be the table specified for the Plan Year by the Secretary of the Treasury under section 417(e)(3)(B) of the Internal Revenue Code.

(d) Payment of the amounts provided in this section shall be in full discharge of all obligations under the Plan with respect to such person.

Section 8.21—DIRECT ROLLOVERS

(a) For distributions made on or after January 1, 1993, a Participant entitled to a lump-sum payment that constitutes an "eligible rollover distribution" may elect to have any portion of the lump sum, but not less than $200, paid directly to an individual retirement account described in section 408(a) of the Internal Revenue Code, an individual retirement annuity described in section 408(b) of the Internal Revenue Code, or a qualified plan described in section 401(a) of the Internal Revenue Code that accepts the Participant's eligible rollover distribution. If the lump-sum payment is payable to a surviving spouse (including a former spouse who is an alternate payee under a qualified domestic relations order), the spouse may elect to have any portion of the lump sum, but not less than $200, paid directly to an individual retirement account or an individual retirement annuity.

(b) For distributions made on or after January 1, 1993, if a surviving spouse (including a former spouse who is an alternate payee under a qualified domestic relations order) is entitled to receive a lump-sum payment of the remaining payments in the 36-month guarantee under Section 8.02, the spouse may elect to have any portion of the lump sum, but not less than $200, paid directly to an individual retirement account or an individual retirement annuity.

(c) For distributions made on or after January 1, 2002, a Participant or a surviving spouse (including a former spouse who is an alternate payee under a qualified domestic relations order) entitled to a lump-sum payment that constitutes an "eligible rollover distribution" (including a lump sum payment of the remaining payments in the 36-month guarantee under Section 8.02 as provided in subparagraph (b) above) may elect to have any portion of the lump sum, but not less than $200, paid directly to an individual retirement account described in section 408(a) of the Internal Revenue Code, an individual retirement annuity described in section 408(b) of the Internal Revenue Code, an annuity contract described in section 403(b) of the Internal Revenue Code, a plan under Section 457(b) of the Internal Revenue Code that is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this plan, or a qualified plan as described in Section 401(a) of the Internal Revenue Code that accepts the Participant's eligible rollover distribution.

(d) For distributions made on or after January 1, 2008, any Participant or surviving spouse who receives an eligible rollover distribution, as described in subsection (c), has the additional option of rolling that distribution over to a Roth IRA described in section 408A of the Internal Revenue Code.

Section 8.22—MISCELLANEOUS PROVISIONS APPLICABLE TO FORMER PLAN F COVERAGE

These provisions apply to any participant whose employer on June 1, 1981 was obligated by reason of a Collective Bargaining Agreement to make contributions required to provide a Plan F Pension in accordance with Section A2.21 of Appendix A of the Plan as it existed on that date. Benefits apply only to participants who had service prior to June 1, 1981, and benefits are frozen as of June 1, 1981. Descriptions of the special pensions applicable to those participants are found in Section 8.21 of the Pension Plan as amended through November, 1982.

Section 8.23—RECOVERY OF BENEFIT OVERPAYMENTS

If, for any reason, payments are made to any person in excess of the amount which is payable under this Plan, the Trustees shall have full authority to recover the amount of the overpayments. That authority shall include, but is not limited to, the right to reduce benefits payable in the future to the person who received the overpayments and to reduce benefits payable to a surviving spouse or other beneficiary who is entitled to receive payments under the Plan following the death of that person.

Section 8.24—TRANSFERS AND MERGERS

The Trustees may, on such terms and under such conditions as they may determine, transfer any assets and/or liabilities of the Fund to, or effect any merger of the Fund with, another pension plan established or maintained for Participants; provided, however, that in making any transfer or merger decision the Trustees shall act as fiduciaries within the meaning of section 3(21) of ERISA; and provided further that, in the case of any such transfer or merger, provisions shall be made so that no Participant's or beneficiary's accrued benefit will be lower immediately after the effective date of the transfer or merger than the benefit immediately before that date.

Section 8.25—CERTAIN BENEFICIARIES DISREGARDED

(a) Notwithstanding any other provision of the Plan, in the event that any Beneficiary of a Participant (including a spouse) is found guilty of a crime other than an offense based solely on negligent or reckless acts, and that crime caused or contributed to the death of the Participant, no benefits will be payable to that Beneficiary on account of the Participant's death.

(b) The benefits that would otherwise be payable, or the actuarial equivalent of those benefits, will instead be paid to another person or persons, in the following order of priority (but disregarding the person who is disqualified from receiving benefits under subsection (a)):

- (i) the person or persons who would have been entitled to the benefit under the Participant's Beneficiary designation if the disqualified Beneficiary had predeceased the Participant;
- (ii) the Participant's surviving spouse;
- (iii) the Participant's surviving child or children (in equal shares);
- (iv) the Participant's surviving parents (in equal shares);
- (v) the Participant's surviving siblings (in equal shares);
- (vi) the Participant's estate.

(c) If apart from this Section the benefit would have been paid in the form of a life annuity, but the person to whom it will be paid pursuant to this rule is not eligible for a life annuity under the Plan, the benefit will be paid in the form of a lump sum benefit that is the actuarial present value of the benefit that would have been payable apart from this Section, calculated in accordance with Section 8.20(c). If apart from this Section the benefit would have been paid in a form other than a life annuity, the alternate beneficiary will receive a benefit in the same form and amount that otherwise would have been paid.

(d) The Trustees may suspend payment of benefits to a Beneficiary while criminal proceedings are pending.

Section 8.26—GENERAL RULES REGARDING DISTRIBUTIONS

(a) All distributions under the Plan will be made in accordance with the provisions of section 401(a)(9) of the Code and the Treasury Regulations thereunder, which are hereby incorporated by reference into the Plan and shall be controlling in the event of any inconsistency between those provisions and the terms of this Plan.

(b) A Participant shall begin to receive benefits no later than the April 1 following the calendar year in which the Participant reached age 70½, or age 70 between January 1, 2000 and December 31, 2008.

(c) Permissible Distribution Periods. The entire interest of each Participant will be distributed, in accordance with Treasury Regulations, over a period not extending beyond the life expectancy of the Participant or the joint life expectancy of the Participant and his or her Spouse.

(d) Death After Distribution Begins. If a Participant dies after distribution of his or her benefit has begun, the remaining portion of such benefit will continue to be distributed at least as rapidly as under the method of distribution being used prior to the Participant's death.

(e) Death Prior to Distribution. If a Participant dies before distribution of his or her benefit begins, distribution of the Participant's benefit shall be made in accordance with one of the following methods:

- (i) any distribution of all or a portion of a Participant's interest to a Beneficiary (other than the Participant's surviving spouse) payable over the life of the Beneficiary, or a period not exceeding the life of the Beneficiary, shall begin no later than December 31 of the calendar year immediately following the calendar year in which the Participant died except as otherwise prescribed in Treasury Regulations;
- (ii) if the Beneficiary is the Participant's surviving spouse, distributions are required to begin on or before the later of (i) the December 31 of the calendar year immediately following the calendar year in which the Participant died and (ii) the December 31 of the calendar year in which the Participant would have attained age 70½.
- (iii) any other distributions shall be made by the December 31 of the calendar year in which the fifth anniversary of the Participant's death occurs.

ARTICLE IX. PRO RATA PENSIONS

Section 9.01—PURPOSE

Pro Rata Pensions are provided under this Pension Plan for Participants or former Participants who would otherwise lack sufficient service credit to be eligible for any benefit because their years of employment were divided between different pension plans or, if eligible, whose benefits would be of a lesser amount because of such divisions of employment.

Section 9.02—RELATED PLAN

The Trustees recognize the pension plan of the Bakery and Confectionery Union and Industry Canadian Pension Fund, which has executed the Reciprocal Agreement and which has adopted Exhibit "A" of the Reciprocal Agreement, as a Related Plan.

Section 9.03—RELATED HOURS

The term "Related Hours" means hours of employment which are creditable under a Related Plan for both pension credit and benefit accrual purposes, and includes hours of employment before the Effective Date of the Reciprocal Agreement.

Section 9.04—RELATED PENSION CREDIT

The term "Related Pension Credit" means years of service creditable to a Participant or former Participant under a Related Plan and certified by the Related Plan to this Plan, including service before the Effective Date of the Reciprocal Agreement to the extent creditable under this Plan.

Section 9.05—COMBINED PENSION CREDIT

The term "Combined Pension Credit" means the total of a Participant's or former Participant's Related Pension Credit plus the Pension Credit accumulated under this Plan. No more than one year of Combined Pension Credit shall be counted in any calendar year.

Section 9.06—COMBINED PENSION CREDIT DURING THE CONTRIBUTION PERIOD

The term "Combined Pension Credit during the Contribution Period" means the total of a Participant's or former Participant's Pension Credit in respect of service in Covered Employment during the Contribution Period that is creditable under the Related Plan and under this Plan. No more than one year of Combined Service Credit during the Contribution Period shall be counted in any calendar year.

Section 9.07—ELIGIBILITY

A Participant or former Participant shall be eligible for a Pro Rata Pension under this Plan if he satisfies all of the following requirements:

(a) he is not performing work for which contributions are being made to this Plan;

(b) he would be eligible for any type of benefit under this Plan, and for any type of benefit under the Related Plan, if his Combined Pension Credit were treated as Pension Credit under this Plan and under the Related Plan;

(c) he has at least two years of Pension Credit based upon actual employment for which contributions have been made to this Plan;

(d) a pension is not payable to him from this Plan or a Related Plan independently of its provisions for a Pro Rata Pension. However, an individual who is entitled to a pension other than a Pro Rata Pension from this Plan or a Related Plan may elect to receive a Pro Rata Pension in lieu of such other pension; and

(e) he satisfies all other requirements for receipt of a pension from this Plan.

Section 9.08—PRO RATA PENSION AMOUNT

The amount of the Pro Rata Pension shall be determined as follows:

(a) Calculate the amount of pension to which a Participant or former Participant would have been entitled if his Combined Pension Credit during the Contribution Period were Pension Credit under this Plan; then

(b) The amount of pension to which the Participant or former Participant is entitled is the amount determined in (a) multiplied by a ratio the numerator of which is the Pension Credit in respect of service in Covered Employment during the Contribution Period that is creditable under this Plan and the denominator is the Combined Pension Credit during the Contribution Period.

The Combined Pension Credit shall be used to determine eligibility for benefits under this Plan. The amount to be paid by this Plan shall be based solely on the Pension Credit in respect of service in Covered Employment during the Contribution Period that is creditable under this Plan, and shall be paid in the currency of the country in which this Plan is domiciled.

Section 9.09—PRO RATA PENSION PROCESSING

The Plan under which a Participant or former Participant first makes application for benefits shall initiate the processing of a Pro Rata Pension with the other Related Plan, so long as the Plan is informed that the Participant or former Participant may be eligible for a Pro Rata Pension. In order to facilitate the processing of a Pro Rata Pension effective on the date the Reciprocal Agreement is executed, each Plan to which the Participant or former Participant belonged shall file with the other Plan a memorandum of Related Pension Credit which has accrued on behalf of the Participant or former Participant under its Plan.

Section 9.10—PAYMENT

The payment of a Pro Rata Pension shall be subject to all of the conditions applicable to the payment of benefits under this Plan.

Section 9.11—BREAKS IN SERVICE

Related Hours shall be counted when determining whether a Participant or former Participant has satisfied the requirements of this Plan in order to prevent cancellation of his accumulated Pension Credit.

Section 9.12—EFFECTIVE DATE

This Article and the payment of Pro Rata Pensions hereunder shall be effective for Participants and former Participants who begin receipt of pension benefits after January 1, 1996.

AVAILABILITY OF PLAN DESCRIPTIONS AND ANNUAL REPORTS FILED WITH THE U.S. LABOR DEPARTMENT

The Trustees of the Pension Plan are required to file with the U.S. Labor Department a comprehensive description of the Plan in a manner calculated to be understood by all Plan participants. Such a description has been filed and is printed in the front of this booklet.

Additional copies are available at the Local Union Office or the Personnel Office of your employer, or by mail upon a written request to the Fund Office.

The Trustees are also required to file with the U.S. Labor Department an annual report of the Pension Plan. A copy of the latest annual report is available for inspection at the Fund Office between the hours of 10:00 a.m. and 4:00 p.m. Monday through Friday except holidays, and a summary of the annual report is available by mail upon written request to the Fund Office.

Copies of Plan amendments are also available for inspection at the Fund Office or upon written request.

APPENDIX 1

Pension Option
Actuarial Charts
Effective for Pensions on or After
January 1, 2009

Age of Spouse in Relation To Participant	50% H&W and Disability H&W	75% H&W	75% Disability H&W	75% H&W Pop-Up	75% Disability H&W Pop-Up	100% H&W	100% Disability H&W	100% H&W Pop-Up	100% Disability H&W Pop-Up
Maximum Reduction		90.5%	85.5%	89.0%	85.0%	85.0%	77.5%	81.5%	77.0%
9 Years Younger		90.9%	85.9%	89.4%	85.3%	85.4%	77.9%	82.1%	77.3%
8 Years Younger		91.3%	86.3%	89.8%	85.6%	85.8%	78.3%	82.7%	77.6%
7 Years Younger		91.7%	86.7%	90.2%	85.9%	86.2%	78.7%	83.3%	77.9%
6 Years Younger		92.1%	87.1%	90.6%	86.2%	86.6%	79.1%	83.9%	78.2%
5 Years Younger		92.5%	87.5%	91.0%	86.5%	87.0%	79.5%	84.5%	78.5%
4 Years Younger		92.9%	87.9%	91.4%	86.8%	87.4%	79.9%	85.1%	78.8%
3 Years Younger		93.3%	88.3%	91.8%	87.1%	87.8%	80.3%	85.7%	79.1%
2 Years Younger		93.7%	88.7%	92.2%	87.4%	88.2%	80.7%	86.3%	79.4%
1 Year Younger		94.1%	89.1%	92.6%	87.7%	88.6%	81.1%	86.9%	79.7%
Same Age	NO REDUCTION	94.5%	89.5%	93.0%	88.0%	89.0%	81.5%	87.5%	80.0%
1 Year Older		94.9%	89.9%	93.4%	88.3%	89.4%	81.9%	88.1%	80.3%
2 Years Older		95.3%	90.3%	93.8%	88.6%	89.8%	82.3%	88.7%	80.6%
3 Years Older		95.7%	90.7%	94.2%	88.9%	90.2%	82.7%	89.3%	80.9%
4 Years Older		96.1%	91.1%	94.6%	89.2%	90.6%	83.1%	89.9%	81.2%
5 Years Older		96.5%	91.5%	95.0%	89.5%	91.0%	83.5%	90.5%	81.5%
6 Years Older		96.9%	91.9%	95.4%	89.8%	91.4%	83.9%	91.1%	81.8%
7 Years Older		97.3%	92.3%	95.8%	90.1%	91.8%	84.3%	91.7%	82.1%
8 Years Older		97.7%	92.7%	96.2%	90.4%	92.2%	84.7%	92.3%	82.4%
9 Years Older		98.1%	93.1%	96.6%	90.7%	92.6%	85.1%	92.9%	82.7%
10 Years Older		98.5%	93.5%	97.0%	91.1%	93.0%	85.5%	93.5%	83.0%
Each Year Older Maximum 99%		0.4%	0.4%	0.4%	0.3%	0.4%	0.4%	0.6%	0.3%

Pension Option
Actuarial Charts
Effective for Pensions
January 1, 2000 through December 2008

Age of Spouse in Relation To Participant	50% Disability H&W	50% Disability H&W Pop-Up	50% H&W	50% H&W Pop-Up	75% H&W	75% H&W Pop-Up	100% H&W	100% H&W Pop-Up
Maximum Reduction					90.5%	89.0%	85.0%	81.5%
9 Years Younger					90.9%	89.4%	85.4%	82.1%
8 Years Younger					91.3%	89.8%	85.8%	82.7%
7 Years Younger					91.7%	90.2%	86.2%	83.3%
6 Years Younger					92.1%	90.6%	86.6%	83.9%
5 Years Younger					92.5%	91.0%	87.0%	84.5%
4 Years Younger					92.9%	91.4%	87.4%	85.1%
3 Years Younger					93.3%	91.8%	87.8%	85.7%
2 Years Younger					93.7%	92.2%	88.2%	86.3%
1 Year Younger					94.1%	92.6%	88.6%	86.9%
Same Age	NO REDUCTION	NO REDUCTION	NO REDUCTION	NO REDUCTION	94.5%	93.0%	89.0%	87.5%
1 Year Older					94.9%	93.4%	89.4%	88.1%
2 Years Older					95.3%	93.8%	89.8%	88.7%
3 Years Older					95.7%	94.2%	90.2%	89.3%
4 Years Older					96.1%	94.6%	90.6%	89.9%
5 Years Older					96.5%	95.0%	91.0%	90.5%
6 Years Older					96.9%	95.4%	91.4%	91.1%
7 Years Older					97.3%	95.8%	91.8%	91.7%
8 Years Older					97.7%	96.2%	92.2%	92.3%
9 Years Older					98.1%	96.6%	92.6%	92.9%
10 Years Older					98.5%	97.0%	93.0%	93.5%
Each Year Older Maximum 99%					0.4%	0.4%	0.4%	0.6%

APPENDIX 2

10-Year Certain Option
Actuarial Chart
Effective December 1, 1990

Pensioner's Age	Reduction Factor
48	98.67%
49	98.52%
50	98.35%
51	98.18%
52	97.98%
53	97.78%
54	97.54%
55	97.29%
56	97.00%
57	96.68%
58	96.31%
59	95.89%
60	95.41%
61	94.88%
62	94.27%
63	93.59%
64	92.83%
65	91.99%
66	91.08%
67	90.09%
68	89.04%
69	87.92%
70	86.73%
71	85.49%

APPENDIX 3

PLAN A SUPPLEMENTAL

The following charts shows the maximum supplemental benefit you can receive if you retire at age 65 with 25 years of service, or if you retire on a Golden 80 or Golden 90 Pension.

Employee Participants
With Pensions Effective on or after January 1, 2000

Final Benefit Level	*Supplemental Benefit Per Month*
$ 25 – 699	$ 25
700 – 799	50
800 – 899	75
900 – 999	100
1000 – 1099	125
1100 – 1199	150
1200 – 1299	175
1300 and over	200 maximum

Union Officer Participants
With Pensions Effective on or after January 1, 2000

Final Benefit Level	*Supplemental Benefit Per Month*
$ 25 – 699	$ 25
700 – 799	50
800 – 899	75
900 – 999	100
1000 – 1099	125
1100 – 1199	150
1200 – 1299	175
1300 – 1399	200
1400 – 1499	225
1500 – 1599	250
1600 – 1699	275
1700 and over	300 maximum

If you retire with a **Plan A** Pension, all **Plan A** rules apply to the determination and reduction of the **Plan A** Supplemental amount. If you retire on a **Plan B** Pension, the **Plan B** rules apply to the determination and reduction of the **Plan A** Supplemental amount. If you retire on a **Plan CC** Pension before age 55, you will begin to receive your **Plan A** Supplemental benefit when you reach age 55, at an actuarially reduced amount. If you retire on a **Golden 80** or **Golden 90** Pension, you will receive the full Supplemental benefit for your final benefit level.

PLAN A SUPPLEMENTAL

The following charts shows the maximum supplemental benefit you can receive if you retire at age 65 with 25 years of service, or if you retire on a Golden 80 or Golden 90 Pension.

Employee Participants
With Pensions Effective April 1991 through December 1999

Final Benefit Level	*Supplemental Benefit Per Month*
$ 600 – 699	$ 25
700 – 799	50
800 – 899	75
900 – 999	100
1000 – 1099	125
1100 – 1199	150
1200 – 1299	175
1300 and over	200 maximum

Union Officer Participants
With Pensions Effective April 1991 through December 1999

Final Benefit Level	*Supplemental Benefit Per Month*
$ 600 – 699	$ 25
700 – 799	50
800 – 899	75
900 – 999	100
1000 – 1099	125
1100 – 1199	150
1200 – 1299	175
1300 – 1399	200
1400 – 1499	225
1500 – 1599	250
1600 – 1699	275
1700 and over	300 maximum

If you retire with a **Plan A** Pension, all **Plan A** rules apply to the determination and reduction of the **Plan A** Supplemental amount. If you retire on a **Plan B** Pension, the **Plan B** rules apply to the determination and reduction of the **Plan A** Supplemental amount. If you retire on a **Plan CC** Pension before age 55, you will begin to receive your **Plan A** Supplemental benefit when you reach age 55, at an actuarially reduced amount. If you retire on a **Golden 80** or **Golden 90** Pension, you will receive the full Supplemental benefit for your final benefit level.

APPENDIX 4

PENSION BENEFIT LEVEL
CONTRIBUTION RATE CHARTS
(Collective Bargaining Employees)
Effective July 1, 1991

For your reference, we have included on the following pages contribution rate charts, which give you the pension benefit level and the cost associated with each level by Plan.

We want to point out that all Participants of the Plan are covered by Plan A, which is the base Plan offered by the Fund. Plan C–Golden 90, Plan G–Golden 80, Plan CC–Golden 80 (due to plant closing or permanent reduction in force) and Plan D (1%, 2%, 3% or 4%) are Plan options which can be collectively bargained in addition to Plan A.

In determining the cost of options, please note that if your Collective Bargaining Agreement provides for Plan G or Plan CC, or Plan G or Plan CC is being negotiated, you must also include the cost of Plan C. For example: the cost of an $800 pension, based on a 40 hour per week contribution rate, for Plans A and G–Golden 80 would be determined as follows: Plan A 87¢, Plan C 16¢ and Plan G 24¢. The total cost would be $1.27.

35 Hour Week

Benefit Level	Plans A	C	CC	G	D-1%	D-2%	D-3%	D-4%
$ 25	$ .0229	$ .0057	$ .0014	$ .0086	$ .0029	$ .0057	$ .0086	$ .0114
50	.0457	.0114	.0029	.0171	.0057	.0114	.0171	.0229
75	.0686	.0171	.0043	.0257	.0086	.0171	.0257	.0343
100	.0914	.0229	.0057	.0343	.0114	.0229	.0343	.0457
125	.1143	.0286	.0071	.0429	.0143	.0286	.0429	.0571
150	.1371	.0343	.0086	.0514	.0171	.0343	.0514	.0686
175	.1600	.0400	.0100	.0600	.0200	.0400	.0600	.0800
200	.1829	.0457	.0114	.0686	.0229	.0457	.0686	.0914
225	.2057	.0514	.0129	.0771	.0257	.0514	.0771	.1029
250	.2286	.0571	.0143	.0857	.0286	.0571	.0857	.1143
275	.2514	.0629	.0157	.0943	.0314	.0629	.0943	.1257
300	.2743	.0686	.0171	.1029	.0343	.0686	.1029	.1371
325	.2971	.0743	.0186	.1114	.0371	.0743	.1114	.1486
350	.3200	.0800	.0200	.1200	.0400	.0800	.1200	.1600
375	.3429	.0857	.0214	.1286	.0429	.0857	.1286	.1714
400	.3657	.0914	.0229	.1371	.0457	.0914	.1371	.1829
425	.3943	.0971	.0243	.1457	.0486	.0971	.1457	.1943
450	.4229	.1029	.0257	.1543	.0514	.1029	.1543	.2057
475	.4514	.1086	.0271	.1629	.0543	.1086	.1629	.2171
500	.4800	.1143	.0286	.1714	.0571	.1143	.1714	.2286
525	.5200	.1200	.0300	.1800	.0600	.1200	.1800	.2400
550	.5600	.1257	.0314	.1886	.0629	.1257	.1886	.2514
575	.6000	.1314	.0329	.1971	.0657	.1314	.1971	.2629
600	.6400	.1371	.0343	.2057	.0686	.1371	.2057	.2743
625	.6829	.1429	.0357	.2143	.0714	.1429	.2143	.2857
650	.7257	.1486	.0371	.2229	.0743	.1486	.2229	.2971
675	.7686	.1543	.0386	.2314	.0771	.1543	.2314	.3086
700	.8114	.1600	.0400	.2400	.0800	.1600	.2400	.3200
725	.8571	.1657	.0414	.2486	.0829	.1657	.2486	.3314
750	.9029	.1714	.0429	.2571	.0857	.1714	.2571	.3429
775	.9486	.1771	.0443	.2657	.0886	.1771	.2657	.3543
800	.9943	.1829	.0457	.2743	.0914	.1829	.2743	.3657
825	1.0429	.1886	.0471	.2829	.0943	.1886	.2829	.3771
850	1.0914	.1943	.0486	.2914	.0971	.1943	.2914	.3886
875	1.1400	.2000	.0500	.3000	.1000	.2000	.3000	.4000
900	1.1886	.2057	.0514	.3086	.1029	.2057	.3086	.4114
925	1.2371	.2114	.0529	.3171	.1057	.2114	.3171	.4229
950	1.2857	.2171	.0543	.3257	.1086	.2171	.3257	.4343
975	1.3343	.2229	.0557	.3343	.1114	.2229	.3343	.4457
1,000	1.3829	.2286	.0571	.3429	.1143	.2286	.3429	.4571
1,025	1.4371	.2343	.0586	.3514	.1171	.2343	.3514	.4686
1,050	1.4914	.2400	.0600	.3600	.1200	.2400	.3600	.4800
1,075	1.5457	.2457	.0614	.3686	.1229	.2457	.3686	.4914
1,100	1.6000	.2514	.0629	.3771	.1257	.2514	.3771	.5029
1,125	1.6571	.2571	.0643	.3857	.1286	.2571	.3857	.5143
1,150	1.7143	.2629	.0657	.3943	.1314	.2629	.3943	.5257
1,175	1.7714	.2686	.0671	.4029	.1343	.2686	.4029	.5371
1,200	1.8286	.2743	.0686	.4114	.1371	.2743	.4114	.5486

35 Hour Week (continued)

Benefit Level	Plans A	C	CC	G	D-1%	D-2%	D-3%	D-4%
$ 1,225	1.8886	.2800	.0700	.4200	.1400	.2800	.4200	.5600
1,250	1.9486	.2857	.0714	.4286	.1429	.2857	.4286	.5714
1,275	2.0086	.2914	.0729	.4371	.1457	.2914	.4371	.5829
1,300	2.0686	.2971	.0743	.4457	.1486	.2971	.4457	.5943
1,325	2.1314	.3029	.0757	.4543	.1514	.3029	.4543	.6057
1,350	2.1943	.3086	.0771	.4629	.1543	.3086	.4629	.6171
1,375	2.2571	.3143	.0786	.4714	.1571	.3143	.4714	.6286
1,400	2.3200	.3200	.0800	.4800	.1600	.3200	.4800	.6400
1,425	2.3857	.3257	.0814	.4886	.1629	.3257	.4886	.6514
1,450	2.4514	.3314	.0829	.4971	.1657	.3314	.4971	.6629
1,475	2.5171	.3371	.0843	.5057	.1686	.3371	.5057	.6743
1,500	2.5829	.3429	.0857	.5143	.1714	.3429	.5143	.6857
1,525	2.6514	.3486	.0871	.5229	.1743	.3486	.5229	.6971
1,550	2.7200	.3543	.0886	.5314	.1771	.3543	.5314	.7086
1,575	2.7886	.3600	.0900	.5400	.1800	.3600	.5400	.7200
1,600	2.8571	.3657	.0914	.5486	.1829	.3657	.5486	.7314
1,625	2.9286	.3714	.0929	.5571	.1857	.3714	.5571	.7429
1,650	3.0000	.3771	.0943	.5657	.1886	.3771	.5657	.7543
1,675	3.0714	.3829	.0957	.5743	.1914	.3829	.5743	.7657
1,700	3.1429	.3886	.0971	.5829	.1943	.3886	.5829	.7771
1,725	3.2171	.3943	.0986	.5914	.1971	.3943	.5914	.7886
1,750	3.2914	.4000	.1000	.6000	.2000	.4000	.6000	.8000
1,775	3.3657	.4057	.1014	.6086	.2029	.4057	.6086	.8114
1,800	3.4400	.4114	.1029	.6171	.2057	.4114	.6171	.8229
1,825	3.4771	.4171	.1043	.6257	.2086	.4171	.6257	.8343
1,850	3.5371	.4229	.1057	.6343	.2114	.4229	.6343	.8457
1,875	3.5971	.4286	.1071	.6429	.2143	.4286	.6429	.8571
1,900	3.6571	.4343	.1086	.6514	.2171	.4343	.6514	.8686
1,925	3.7200	.4400	.1100	.6600	.2200	.4400	.6600	.8800
1,950	3.7829	.4457	.1114	.6686	.2229	.4457	.6686	.8914
1,975	3.8457	.4514	.1129	.6771	.2257	.4514	.6771	.9029
2,000	3.9086	.4571	.1143	.6857	.2286	.4571	.6857	.9143

37½ Hour Week

Benefit Level	A	C	CC	G	D-1%	D-2%	D-3%	D-4%
				Plans				
$ 25	$ .0213	$ .0053	$ .0013	$ .0080	$ .0027	$ .0053	$ .0080	$ .0107
50	.0427	.0107	.0027	.0160	.0053	.0107	.0160	.0213
75	.0640	.0160	.0040	.0240	.0080	.0160	.0240	.0320
100	.0853	.0213	.0053	.0320	.0107	.0213	.0320	.0427
125	.1067	.0267	.0067	.0400	.0133	.0267	.0400	.0533
150	.1280	.0320	.0080	.0480	.0160	.0320	.0480	.0640
175	.1493	.0373	.0093	.0560	.0187	.0373	.0560	.0747
200	.1707	.0427	.0107	.0640	.0213	.0427	.0640	.0853
225	.1920	.0480	.0120	.0720	.0240	.0480	.0720	.0960
250	.2133	.0533	.0133	.0800	.0267	.0533	.0800	.1067
275	.2347	.0587	.0147	.0880	.0293	.0587	.0880	.1173
300	.2560	.0640	.0160	.0960	.0320	.0640	.0960	.1280
325	.2773	.0693	.0173	.1040	.0347	.0693	.1040	.1387
350	.2987	.0747	.0187	.1120	.0373	.0747	.1120	.1493
375	.3200	.0800	.0200	.1200	.0400	.0800	.1200	.1600
400	.3413	.0853	.0213	.1280	.0427	.0853	.1280	.1707
425	.3680	.0907	.0227	.1360	.0453	.0907	.1360	.1813
450	.3947	.0960	.0240	.1440	.0480	.0960	.1440	.1920
475	.4213	.1013	.0253	.1520	.0507	.1013	.1520	.2027
500	.4480	.1067	.0267	.1600	.0533	.1067	.1600	.2133
525	.4853	.1120	.0280	.1680	.0560	.1120	.1680	.2240
550	.5227	.1173	.0293	.1760	.0587	.1173	.1760	.2347
575	.5600	.1227	.0307	.1840	.0613	.1227	.1840	.2453
600	.5973	.1280	.0320	.1920	.0640	.1280	.1920	.2560
625	.6373	.1333	.0333	.2000	.0667	.1333	.2000	.2667
650	.6773	.1387	.0347	.2080	.0693	.1387	.2080	.2773
675	.7173	.1440	.0360	.2160	.0720	.1440	.2160	.2880
700	.7573	.1493	.0373	.2240	.0747	.1493	.2240	.2987
725	.8000	.1547	.0387	.2320	.0773	.1547	.2320	.3093
750	.8427	.1600	.0400	.2400	.0800	.1600	.2400	.3200
775	.8853	.1653	.0413	.2480	.0827	.1653	.2480	.3307
800	.9280	.1707	.0427	.2560	.0853	.1707	.2560	.3413
825	.9733	.1760	.0440	.2640	.0880	.1760	.2640	.3520
850	1.0187	.1813	.0453	.2720	.0907	.1813	.2720	.3627
875	1.0640	.1867	.0467	.2800	.0933	.1867	.2800	.3733
900	1.1093	.1920	.0480	.2880	.0960	.1920	.2880	.3840
925	1.1547	.1973	.0493	.2960	.0987	.1973	.2960	.3947
950	1.2000	.2027	.0507	.3040	.1013	.2027	.3040	.4053
975	1.2453	.2080	.0520	.3120	.1040	.2080	.3120	.4160
1,000	1.2907	.2133	.0533	.3200	.1067	.2133	.3200	.4267
1,025	1.3413	.2187	.0547	.3280	.1093	.2187	.3280	.4373
1,050	1.3920	.2240	.0560	.3360	.1120	.2240	.3360	.4480
1,075	1.4427	.2293	.0573	.3440	.1147	.2293	.3440	.4587
1,100	1.4933	.2347	.0587	.3520	.1173	.2347	.3520	.4693
1,125	1.5467	.2400	.0600	.3600	.1200	.2400	.3600	.4800
1,150	1.6000	.2453	.0613	.3680	.1227	.2453	.3680	.4907
1,175	1.6533	.2507	.0627	.3760	.1253	.2507	.3760	.5013
1,200	1.7067	.2560	.0640	.3840	.1280	.2560	.3840	.5120

37½ Hour Week (continued)

Benefit Level	A	C	CC	G	D-1%	D-2%	D-3%	D-4%
				Plans				
$ 1,225	1.7627	.2613	.0653	.3920	.1307	.2613	.3920	.5227
1,250	1.8187	.2667	.0667	.4000	.1333	.2667	.4000	.5333
1,275	1.8747	.2720	.0680	.4080	.1360	.2720	.4080	.5440
1,300	1.9307	.2773	.0693	.4160	.1387	.2773	.4160	.5547
1,325	1.9893	.2827	.0707	.4240	.1413	.2827	.4240	.5653
1,350	2.0480	.2880	.0720	.4320	.1440	.2880	.4320	.5760
1,375	2.1067	.2933	.0733	.4400	.1467	.2933	.4400	.5867
1,400	2.1653	.2987	.0747	.4480	.1493	.2987	.4480	.5973
1,425	2.2267	.3040	.0760	.4560	.1520	.3040	.4560	.6080
1,450	2.2880	.3093	.0773	.4640	.1547	.3093	.4640	.6187
1,475	2.3493	.3147	.0787	.4720	.1573	.3147	.4720	.6293
1,500	2.4107	.3200	.0800	.4800	.1600	.3200	.4800	.6400
1,525	2.4747	.3253	.0813	.4880	.1627	.3253	.4880	.6507
1,550	2.5387	.3307	.0827	.4960	.1653	.3307	.4960	.6613
1,575	2.6027	.3360	.0840	.5040	.1680	.3360	.5040	.6720
1,600	2.6667	.3413	.0853	.5120	.1707	.3413	.5120	.6827
1,625	2.7333	.3467	.0867	.5200	.1733	.3467	.5200	.6933
1,650	2.8000	.3520	.0880	.5280	.1760	.3520	.5280	.7040
1,675	2.8667	.3573	.0893	.5360	.1787	.3573	.5360	.7147
1,700	2.9333	.3627	.0907	.5440	.1813	.3627	.5440	.7253
1,725	3.0027	.3680	.0920	.5520	.1840	.3680	.5520	.7360
1,750	3.0720	.3733	.0933	.5600	.1867	.3733	.5600	.7467
1,775	3.1413	.3787	.0947	.5680	.1893	.3787	.5680	.7573
1,800	3.2107	.3840	.0960	.5760	.1920	.3840	.5760	.7680
1,825	3.2453	.3893	.0973	.5840	.1947	.3893	.5840	.7787
1,850	3.3013	.3947	.0987	.5920	.1973	.3947	.5920	.7893
1,875	3.3573	.4000	.1000	.6000	.2000	.4000	.6000	.8000
1,900	3.4133	.4053	.1013	.6080	.2027	.4053	.6080	.8107
1,925	3.4720	.4107	.1027	.6160	.2053	.4107	.6160	.8213
1,950	3.5307	.4160	.1040	.6240	.2080	.4160	.6240	.8320
1,975	3.5893	.4213	.1053	.6320	.2107	.4213	.6320	.8427
2,000	3.6480	.4267	.1067	.6400	.2133	.4267	.6400	.8533

40 Hour Week

Benefit Level	Plans A	C	CC	G	D-1%	D-2%	D-3%	D-4%
$ 25	$ .0200	$ .0050	$ .0013	$ .0075	$ .0025	$ .0050	$ .0075	$ .0100
50	.0400	.0100	.0025	.0150	.0050	.0100	.0150	.0200
75	.0600	.0150	.0038	.0225	.0075	.0150	.0225	.0300
100	.0800	.0200	.0050	.0300	.0100	.0200	.0300	.0400
125	.1000	.0250	.0063	.0375	.0125	.0250	.0375	.0500
150	.1200	.0300	.0075	.0450	.0150	.0300	.0450	.0600
175	.1400	.0350	.0088	.0525	.0175	.0350	.0525	.0700
200	.1600	.0400	.0100	.0600	.0200	.0400	.0600	.0800
225	.1800	.0450	.0113	.0675	.0225	.0450	.0675	.0900
250	.2000	.0500	.0125	.0750	.0250	.0500	.0750	.1000
275	.2200	.0550	.0138	.0825	.0275	.0550	.0825	.1100
300	.2400	.0600	.0150	.0900	.0300	.0600	.0900	.1200
325	.2600	.0650	.0163	.0975	.0325	.0650	.0975	.1300
350	.2800	.0700	.0175	.1050	.0350	.0700	.1050	.1400
375	.3000	.0750	.0188	.1125	.0375	.0750	.1125	.1500
400	.3200	.0800	.0200	.1200	.0400	.0800	.1200	.1600
425	.3450	.0850	.0213	.1275	.0425	.0850	.1275	.1700
450	.3700	.0900	.0225	.1350	.0450	.0900	.1350	.1800
475	.3950	.0950	.0238	.1425	.0475	.0950	.1425	.1900
500	.4200	.1000	.0250	.1500	.0500	.1000	.1500	.2000
525	.4550	.1050	.0263	.1575	.0525	.1050	.1575	.2100
550	.4900	.1100	.0275	.1650	.0550	.1100	.1650	.2200
575	.5250	.1150	.0288	.1725	.0575	.1150	.1725	.2300
600	.5600	.1200	.0300	.1800	.0600	.1200	.1800	.2400
625	.5975	.1250	.0313	.1875	.0625	.1250	.1875	.2500
650	.6350	.1300	.0325	.1950	.0650	.1300	.1950	.2600
675	.6725	.1350	.0338	.2025	.0675	.1350	.2025	.2700
700	.7100	.1400	.0350	.2100	.0700	.1400	.2100	.2800
725	.7500	.1450	.0363	.2175	.0725	.1450	.2175	.2900
750	.7900	.1500	.0375	.2250	.0750	.1500	.2250	.3000
775	.8300	.1550	.0388	.2325	.0775	.1550	.2325	.3100
800	.8700	.1600	.0400	.2400	.0800	.1600	.2400	.3200
825	.9125	.1650	.0413	.2475	.0825	.1650	.2475	.3300
850	.9550	.1700	.0425	.2550	.0850	.1700	.2550	.3400
875	.9975	.1750	.0438	.2625	.0875	.1750	.2625	.3500
900	1.0400	.1800	.0450	.2700	.0900	.1800	.2700	.3600
925	1.0825	.1850	.0463	.2775	.0925	.1850	.2775	.3700
950	1.1250	.1900	.0475	.2850	.0950	.1900	.2850	.3800
975	1.1675	.1950	.0488	.2925	.0975	.1950	.2925	.3900
1,000	1.2100	.2000	.0500	.3000	.1000	.2000	.3000	.4000
1,025	1.2575	.2050	.0513	.3075	.1025	.2050	.3075	.4100
1,050	1.3050	.2100	.0525	.3150	.1050	.2100	.3150	.4200
1,075	1.3525	.2150	.0538	.3225	.1075	.2150	.3225	.4300
1,100	1.4000	.2200	.0550	.3300	.1100	.2200	.3300	.4400
1,125	1.4500	.2250	.0563	.3375	.1125	.2250	.3375	.4500
1,150	1.5000	.2300	.0575	.3450	.1150	.2300	.3450	.4600
1,175	1.5500	.2350	.0588	.3525	.1175	.2350	.3525	.4700
1,200	1.6000	.2400	.0600	.3600	.1200	.2400	.3600	.4800

40 Hour Week (continued)

Benefit Level	Plans A	C	CC	G	D-1%	D-2%	D-3%	D-4%
$ 1,225	1.6525	.2450	.0613	.3675	.1225	.2450	.3675	.4900
1,250	1.7050	.2500	.0625	.3750	.1250	.2500	.3750	.5000
1,275	1.7575	.2550	.0638	.3825	.1275	.2550	.3825	.5100
1,300	1.8100	.2600	.0650	.3900	.1300	.2600	.3900	.5200
1,325	1.8650	.2650	.0663	.3975	.1325	.2650	.3975	.5300
1,350	1.9200	.2700	.0675	.4050	.1350	.2700	.4050	.5400
1,375	1.9750	.2750	.0688	.4125	.1375	.2750	.4125	.5500
1,400	2.0300	.2800	.0700	.4200	.1400	.2800	.4200	.5600
1,425	2.0875	.2850	.0713	.4275	.1425	.2850	.4275	.5700
1,450	2.1450	.2900	.0725	.4350	.1450	.2900	.4350	.5800
1,475	2.2025	.2950	.0738	.4425	.1475	.2950	.4425	.5900
1,500	2.2600	.3000	.0750	.4500	.1500	.3000	.4500	.6000
1,525	2.3200	.3050	.0763	.4575	.1525	.3050	.4575	.6100
1,550	2.3800	.3100	.0775	.4650	.1550	.3100	.4650	.6200
1,575	2.4400	.3150	.0788	.4725	.1575	.3150	.4725	.6300
1,600	2.5000	.3200	.0800	.4800	.1600	.3200	.4800	.6400
1,625	2.5625	.3250	.0813	.4875	.1625	.3250	.4875	.6500
1,650	2.6250	.3300	.0825	.4950	.1650	.3300	.4950	.6600
1,675	2.6875	.3350	.0838	.5025	.1675	.3350	.5025	.6700
1,700	2.7500	.3400	.0850	.5100	.1700	.3400	.5100	.6800
1,725	2.8150	.3450	.0863	.5175	.1725	.3450	.5175	.6900
1,750	2.8800	.3500	.0875	.5250	.1750	.3500	.5250	.7000
1,775	2.9450	.3550	.0888	.5325	.1775	.3550	.5325	.7100
1,800	3.0100	.3600	.0900	.5400	.1800	.3600	.5400	.7200
1,825	3.0425	.3650	.0913	.5475	.1825	.3650	.5475	.7300
1,850	3.0950	.3700	.0925	.5550	.1850	.3700	.5550	.7400
1,875	3.1475	.3750	.0938	.5625	.1875	.3750	.5625	.7500
1,900	3.2000	.3800	.0950	.5700	.1900	.3800	.5700	.7600
1,925	3.2550	.3850	.0963	.5775	.1925	.3850	.5775	.7700
1,950	3.3100	.3900	.0975	.5850	.1950	.3900	.5850	.7800
1,975	3.3650	.3950	.0988	.5925	.1975	.3950	.5925	.7900
2,000	3.4200	.4000	.1000	.6000	.2000	.4000	.6000	.8000

Daily Rates

Benefit Level	A	C	CC	G	D-1%	D-2%	D-3%	D-4%
				Plans				
$ 25	$ .16	$ .04	$ .01	$ .06	$ .02	$ .04	$ .06	$ .08
50	.32	.08	.02	.12	.04	.08	.12	.16
75	.48	.12	.03	.18	.06	.12	.18	.24
100	.64	.16	.04	.24	.08	.16	.24	.32
125	.80	.20	.05	.30	.10	.20	.30	.40
150	.96	.24	.06	.36	.12	.24	.36	.48
175	1.12	.28	.07	.42	.14	.28	.42	.56
200	1.28	.32	.08	.48	.16	.32	.48	.64
225	1.44	.36	.09	.54	.18	.36	.54	.72
250	1.60	.40	.10	.60	.20	.40	.60	.80
275	1.76	.44	.11	.66	.22	.44	.66	.88
300	1.92	.48	.12	.72	.24	.48	.72	.96
325	2.08	.52	.13	.78	.26	.52	.78	1.04
350	2.24	.56	.14	.84	.28	.56	.84	1.12
375	2.40	.60	.15	.90	.30	.60	.90	1.20
400	2.56	.64	.16	.96	.32	.64	.96	1.28
425	2.76	.68	.17	1.02	.34	.68	1.02	1.36
450	2.96	.72	.18	1.08	.36	.72	1.08	1.44
475	3.16	.76	.19	1.14	.38	.76	1.14	1.52
500	3.36	.80	.20	1.20	.40	.80	1.20	1.60
525	3.64	.84	.21	1.26	.42	.84	1.26	1.68
550	3.92	.88	.22	1.32	.44	.88	1.32	1.76
575	4.20	.92	.23	1.38	.46	.92	1.38	1.84
600	4.48	.96	.24	1.44	.48	.96	1.44	1.92
625	4.78	1.00	.25	1.50	.50	1.00	1.50	2.00
650	5.08	1.04	.26	1.56	.52	1.04	1.56	2.08
675	5.38	1.08	.27	1.62	.54	1.08	1.62	2.16
700	5.68	1.12	.28	1.68	.56	1.12	1.68	2.24
725	6.00	1.16	.29	1.74	.58	1.16	1.74	2.32
750	6.32	1.20	.30	1.80	.60	1.20	1.80	2.40
775	6.64	1.24	.31	1.86	.62	1.24	1.86	2.48
800	6.96	1.28	.32	1.92	.64	1.28	1.92	2.56
825	7.30	1.32	.33	1.98	.66	1.32	1.98	2.64
850	7.64	1.36	.34	2.04	.68	1.36	2.04	2.72
875	7.98	1.40	.35	2.10	.70	1.40	2.10	2.80
900	8.32	1.44	.36	2.16	.72	1.44	2.16	2.88
925	8.66	1.48	.37	2.22	.74	1.48	2.22	2.96
950	9.00	1.52	.38	2.28	.76	1.52	2.28	3.04
975	9.34	1.56	.39	2.34	.78	1.56	2.34	3.12
1,000	9.68	1.60	.40	2.40	.80	1.60	2.40	3.20
1,025	10.06	1.64	.41	2.46	.82	1.64	2.46	3.28
1,050	10.44	1.68	.42	2.52	.84	1.68	2.52	3.36
1,075	10.82	1.72	.43	2.58	.86	1.72	2.58	3.44
1,100	11.20	1.76	.44	2.64	.88	1.76	2.64	3.52
1,125	11.60	1.80	.45	2.70	.90	1.80	2.70	3.60
1,150	12.00	1.84	.46	2.76	.92	1.84	2.76	3.68
1,175	12.40	1.88	.47	2.82	.94	1.88	2.82	3.76
1,200	12.80	1.92	.48	2.88	.96	1.92	2.88	3.84

Daily Rates (continued)

Benefit Level	Plans A	C	CC	G	D-1%	D-2%	D-3%	D-4%
$ 1,225	13.22	1.96	.49	2.94	.98	1.96	2.94	3.92
1,250	13.64	2.00	.50	3.00	1.00	2.00	3.00	4.00
1,275	14.06	2.04	.51	3.06	1.02	2.04	3.06	4.08
1,300	14.48	2.08	.52	3.12	1.04	2.08	3.12	4.16
1,325	14.92	2.12	.53	3.18	1.06	2.12	3.18	4.24
1,350	15.36	2.16	.54	3.24	1.08	2.16	3.24	4.32
1,375	15.80	2.20	.55	3.30	1.10	2.20	3.30	4.40
1,400	16.24	2.24	.56	3.36	1.12	2.24	3.36	4.48
1,425	16.70	2.28	.57	3.42	1.14	2.28	3.42	4.56
1,450	17.16	2.32	.58	3.48	1.16	2.32	3.48	4.64
1,475	17.62	2.36	.59	3.54	1.18	2.36	3.54	4.72
1,500	18.08	2.40	.60	3.60	1.20	2.40	3.60	4.80
1,525	18.56	2.44	.61	3.66	1.22	2.44	3.66	4.88
1,550	19.04	2.48	.62	3.72	1.24	2.48	3.72	4.96
1,575	19.52	2.52	.63	3.78	1.26	2.52	3.78	5.04
1,600	20.00	2.56	.64	3.84	1.28	2.56	3.84	5.12
1,625	20.50	2.60	.65	3.90	1.30	2.60	3.90	5.20
1,650	21.00	2.64	.66	3.96	1.32	2.64	3.96	5.28
1,675	21.50	2.68	.67	4.02	1.34	2.68	4.02	5.36
1,700	22.00	2.72	.68	4.08	1.36	2.72	4.08	5.44
1,725	22.52	2.76	.69	4.14	1.38	2.76	4.14	5.52
1,750	23.04	2.80	.70	4.20	1.40	2.80	4.20	5.60
1,775	23.56	2.84	.71	4.26	1.42	2.84	4.26	5.68
1,800	24.08	2.88	.72	4.32	1.44	2.88	4.32	5.76
1,825	24.34	2.92	.73	4.38	1.46	2.92	4.38	5.84
1,850	24.76	2.96	.74	4.44	1.48	2.96	4.44	5.92
1,875	25.18	3.00	.75	4.50	1.50	3.00	4.50	6.00
1,900	25.60	3.04	.76	4.56	1.52	3.04	4.56	6.08
1,925	26.04	3.08	.77	4.62	1.54	3.08	4.62	6.16
1,950	26.48	3.12	.78	4.68	1.56	3.12	4.68	6.24
1,975	26.92	3.16	.79	4.74	1.58	3.16	4.74	6.32
2,000	27.36	3.20	.80	4.80	1.60	3.20	4.80	6.40

APPENDIX 5

RULES FOR TOP HEAVY PLANS APPLICABLE ONLY TO CONTRIBUTING CREDIT UNIONS

A(3).01 DEFINITIONS

(a) "Key Employee" means any Employee or former Employee (and any beneficiary of such employee) who at any time during the determination period was:

(1) an officer of a Contributing Credit Union, having an annual compensation greater than 150 percent of the dollar limit in effect under Section 415(c)(1)(A) of the Internal Revenue Code for Plan Years beginning after December 31, 1984; and, for Plan Years beginning after December 31, 1986, having annual compensation greater than 50 percent of the amount in effect under section 415(b)(1)(A) of the Internal Revenue Code;

(2) one of the ten Employees of the Contributing Credit Union having annual compensation from the Contributing Credit Union of more than the limitation in effect under section 415(c)(1)(A) of the Internal Revenue Code and owning (or considered owning under section 318 of the Internal Revenue Code) the largest interests in the Contributing Credit Union;

(3) a more than five percent owner of a Contributing Credit Union; or

(4) a more than one percent owner of a Contributing Credit Union who has an annual compensation of more than $150,000.

For plan years beginning after December 31, 2001, "Key Employee" means any Employee or former Employee (including any deceased employee) who at any time during the plan year that includes the Determination Date was an officer of a Contributing Credit Union having annual compensation greater than $130,000 (as adjusted under Section 416(i)(1) of the Internal Revenue Code for plan years beginning after December 31, 2002), a 5-percent owner of a Contributing Credit Union, or a one-percent owner of a Contributing Credit Union having annual Compensation of more than $150,000. For this purpose, annual Compensation means compensation within the meaning of Section 415(c)(3) of the Internal Revenue Code. The determination of who is a Key Employee will be made in accordance with Section 416(i)(1) of the Code and the applicable regulations and other guidance of general applicability issued thereunder.

The determination period of the Plan is the Plan Year containing the Determination Date (defined in Section A(3).01(f)) and the four preceding Plan Years.

(b) "Top-Heavy Plan" means, with respect to each Contributing Credit Union considered individually, this Plan for any Plan Year beginning after December 31, 1983, if any of the following conditions exist:

(1) the Top-Heavy Ratio with respect to a Contributing Credit Union exceeds 60 percent and this Plan is no part of any Required Aggregation Group or Permissive Aggregation Group of plans, or

(2) this Plan is a part of a Required Aggregation Group of plans (but which is not part of a Permissive Aggregation Group) and the Top-Heavy Ratio for the group of plans exceeds 60 percent, or

(3) this Plan is a part of a Required Aggregation Group of plans and part of a Permissive Aggregation Group and the Top-Heavy Ratio for the Permissive Aggregation Group exceeds 60 percent.

(c) "Top-Heavy Ratio" means:

(1) If a Contributing Credit Union maintains one or more defined benefit plans and such Employer has never maintained any defined contribution plans (including any simplified employee pension plan) which during the five-year period ending on the Determination Date have covered or could cover a Participant in this Plan, the Top-Heavy Ratio is a fraction, the numerator of which is the sum of the present values of accrued pensions of all Key Employees of the Contributing Credit Union as of the Determination Date (including any part of any accrued pensions distributed in the five-year period ending on the Determination Date), and the denominator of which is the sum of the present value of all accrued pensions (including any part of any accrued pension distributed in the five-year period ending on the Determination Date) of all Participants of the Contributihng Credit Union as of the Determination Date, determined pursuant to section 416 of the Internal Revenue Code and the regulations thereunder.

(2) If a Contributing Credit Union maintains one or more defined benefit plans and such Contributing Credit Union maintains or has maintained one or more defined contribution plans (including any simplified employee pension plan) which during the five-year period ending on the Determination Date have covered or could cover a Participant in this Plan, the Top-Heavy Ratio is a fraction, the numerator of which is the sum of the present value of accrued pensions under the defined benefit plans for all such Key Employees of the Contributing Credit Union and the sum of account balances under the defined contribution plans for all such Key Employees and the denominator of which is the sum of the present value of accrued pensions under the defined benefit plans for all participants of the Contributing Credit Union and the sum of the account balances under the defined contribution plans for all such participants, all determined pursuant to section 416 of the Internal Revenue Code and the regulations thereunder. The present value of accrued pensions and the account balances in both the numerator and

denominator of the Top-Heavy Ratio are increased for any distribution of an account balance or accrued pension made in the five-year period ending on the Determination Date.

(3) For purposes of (1) and (2) above, the value of account balances and the present value of accrued pensions will be determined as of the most recent Valuation Date that falls within or ends with the 12-month period ending on the Determination Date. The account balances and accrued pensions of a Participant who is not a Key Employee but who was a Key Employee in a prior year will be disregarded. For Plan Years beginning after December 31, 1984 the accrued pension and account balance for any individual who has not received compensation from any Contributing Credit Union (other than Plan benefits) during the five-year period ending on the Determination Date will not be taken into account. The calculation of the Top-Heavy Ratio, and the extent to which distributions, rollovers, and transfers are taken into account, will be made pursuant to section 416 of the Internal Revenue Code and the regulations thereunder. Deductible employee contributions will be taken into account for purposes of computing the Top-Heavy Ratio for Plan Years beginning after 1984. When aggregating plans, the value of account balances and accrued pensions will be calculated with reference to the Determination Dates that fall within the same calendar year. In the case of a defined contribution plan not subject to the minimum requirements of section 412 of the Internal Revenue Code, only Contributions actually made after the Valuation Date but on or before the Determination Date will be included in the account balance.

For plan years beginning after December 31, 2001, the present values of accrued benefits and the amounts of account balances of an employee as of the Valuation Date shall be increased by the distributions made with respect to the employee under this Plan and any plan aggregated with this Plan under Section 416(g)(2) of the Internal Revenue Code during the one-year period ending on the Valuation Date. The preceding sentence shall also apply to distributions under a terminated plan which, had it not been terminated, would have been aggregated with the plan under Section 416(g)(2)(A)(i) of the Internal Revenue Code. In the case of a distribution made for a reason other than separation from service, death, or disability, this provision shall be applied by substituting "five-year period" for "one-year period."

(d) "Required Aggregation Group" means (1) each qualified plan of a Contributing Credit Union in which at least one Key Employee participates, and (2) any other qualified plan of such Contributing Credit Union which enables a plan described in (1) to satisfy the requirements of section 401(a)(4) and section 410 of the Internal Revenue Code.

(e) "Permissive Aggregation Group" means the Required Aggregation Group of plans plus any other plan or plans of a Contributing Credit Union which, when considered a group with the Required Aggregation Group, would continue to satisfy the requirements of section 401(a)(4) and section 410 of the Internal Revenue Code.

(f) "Determination Date" means, for any Plan Year subsequent to the first Plan Year, the last day of the preceding Plan Year, and for the first Plan Year of the Plan, the last day of that year.

(g) "Valuation Date" means, for each defined benefit plan, the date used to determine costs for section 412 of the Internal Revenue Code for the Plan Year ending on the Determination Date and, for each defined contribution plan, the last scheduled date for determining adjusted accounts in the Plan Year ending on the Determination Date.

(h) "Present Value" means, when used to determine the present value of accrued pensions for the Top-Heavy Ratio, the 1984 Unisex Pensioner Mortality Table and six percent interest. Prior to January 1, 1989, Present Value was based on the Plan's actuary's valuation interest assumptions last reported to the Board and the unisex mortality table underlying the PBGC annuity rates for the current calendar year.

(i) "Top-Heavy Compensation" means W-2 compensation from the Contributing Credit Union for the calendar year ending with or within the Plan Year.

(j) "Top-Heavy Average Compensation" means the average of Top-Heavy Compensation for the five highest paid consecutive calendar years during the period ending on the last day of the most recent Top-Heavy Plan Year. Years in which the Participant is not credited with a Vesting Unit are excluded from the average.

A(3).02 MINIMUM ACCRUED PENSION

(a) Notwithstanding any other provision in this Plan except (b), (c) and (d) below, for any Plan Year in which this Plan is Top-Heavy with respect to a Contributing Credit Union, each Participant of such Employer who is credited with a Vesting Unit will accrue a benefit (expressed as a life annuity commencing at the Participant's Normal Retirement Date) of not less than two percent of Participant's Top-Heavy Average Compensation. This minimum accrual is determined without regard to any Social Security contribution. The minimum accrual applies even though under other Plan provisions the Participant would not otherwise be entitled to receive an accrual, or would have received a lesser accrual for the year because (1) the Participant's compensation is less than a stated amount, (2) Participant is not employed on the last day of the accrual computation period, or (3) the Plan is integrated with Social Security.

(b) No additional benefit accruals will be provided pursuant to (a) above to the extent that the total accruals on behalf of the Participant will provide a benefit expressed as a life annuity commencing at the Participant's Normal Retirement Date that equals or exceeds 20 percent of the Participant's Top-Heavy Average Compensation.

(c) The provisions in (a) above will not apply to any Participant to the extent that the Participant is covered under any other plan or plans of the Contributing Credit Union; in that case, the minimum allocation or benefit requirement applicable to this Top-Heavy Plan will be met in the other plan or plans.

(d) If this Plan becomes Top-Heavy with respect to a Contributing Credit Union, and, as a result, this Plan is required to provide minimum vesting pursuant to Section A(3).06 and/or minimum benefits pursuant to this Section A(3).02, then such Contributing Credit Union shall be required to make a Contribution to the Trust Fund in such amount as the Trustees and the Plan's actuary determine is necessary to fund the Top-Heavy vesting and/or benefits for Employees of such Contributing Credit Union.

A(3).03 DETERMINATION OF ALTERNATE BENEFIT

If the form of benefit is other than a single life annuity, the Participant will receive an amount that is the equivalent of the minimum single life annuity benefit; such amount will be determined using the factors shown in Section 6.08. If the benefit commences at a date prior to the Participant's Normal Retirement Date for reasons other than eligiblity for a Disability Pension, the Participant will receive an amount that is at least equal to the minimum single life annuity benefit commencing at the Participant's Normal Retirement Date reduced by one-half of one percent for each full month by which the Participant's Pension Date precedes the Participant's Normal Retirement Date and further reduced as described in the preceding sentence if the form of benefit is other than a single life annuity.

A(3).04 NONFORFEITABILITY OF MINIMUM ACCRUED BENEFIT

The minimum accrued benefit required (to the extent required to be nonforfeitable under section 416(b) of the Internal Revenue Code) may not be forfeited under section 411(a)(3)(B) or section 411(a)(3)(D) of the Internal Revenue Code.

A(3).05 COMPENSATION LIMITATION

For any Plan Year in which the Plan is Top-Heavy with respect to a Contributing Credit Union, only the first $150,000 (or such larger amount as may be prescribed by the Secretary of Treasury) of annual compensation of each Participant of such Contributing Credit Union will be taken into account for purposes of determining benefits under the Plan.

A(3).06 MINIMUM VESTING DURING TOP-HEAVY YEARS

For any Plan Year in which this Plan is Top-Heavy with respect to a Contributing Credit Union, the minimum vesting schedule described below will automatically apply. The minimum vesting schedule applies to all benefits of Participants of such Contributing Credit Union within the meaning of section 411(a)(7) of the Internal Revenue Code, including benefits accrued before the effective date of section 416 of the Internal Revenue Code and benefits accrued before the Plan became Top-Heavy. Further, no reduction in vested benefits may occur in the event the Plan's status as Top-Heavy changes for any Plan Year with respect to the Contributing Credit Union. However, this Section A(3).06 does not apply to the accrued pension of any Participant who does not have an Hour of Service after the Plan has initially become Top-Heavy.

The nonforfeitable interest of each participant in the Participant's accrued pension will be determined on the basis of the vesting requirements that apply while the Plan is not Top-Heavy or the following table, whichever causes the Participant to vest at an early date or provides the Participant with a larger percentage (the basis that applies is the "minimum vesting schedule");

20 percent vesting after two years of service
40 percent vesting after three years of service
60 percent vesting after four years of service
80 percent vesting after five years of service
100 percent vesting after six years of service

If the vesting schedule under the Plan shifts in or out of the above schedule for any Plan Year because of the Plan's Top-Heavy status, such shift is an amendment to the vesting schedule. Each participant of the Contributing Credit Union who has three or more Vesting Units at the time of such amendment will continue to have the above schedule apply to determine the Participant's nonforfeitable interest. For Participants who do not have at least one Hour of Service in any Plan Year beginning after December 31, 1988 the preceding sentence shall be applied by substituting "five or more Vesting Units" for "three or more Vesting Units" where such language appears. For other Participants the above schedule will apply only to their accrued pension at the time of such amendment.

A(3).07 ADDITIONAL BENEFIT TO BE PROVIDED BY A TOP-HEAVY PLAN WHEN BOTH A DEFINED BENEFIT AND DEFINED CONTRIBUTION PLAN ARE MAINTAINED

If a Contributing Credit Union also maintains a defined contribution plan under which the Participants under this Plan may also be covered, then in any year where the Plan is Top-Heavy but not Super Top-Heavy, the minimum accrued pension will not be that described in Section A(3).02; instead a minimum contribution equal to seven and one-half percent of each Participant's Top-Heavy Average Compensation will be provided under the defined contribution plan which covers each such Participant.

CHANGES TO SUMMARY PLAN DESCRIPTION
June 1997 - December 2009

THREE IMPORTANT QUESTION

Jun. 1998	Are You Vested	New 4th Paragraph
Jun. 1998	Are You Vested	New 2nd Paragraph
Jun. 2000	Are You Vested	Revise 2nd and 4th Paragraphs

PENSION CREDIT

Jun. 1997	Pro Rata Pension	New Paragraph
Jun. 2000	Future Service Credit	New Service Table
Jun. 2004	Past Service Credit	New Language
Jun. 2006	Past Service Credit	Change 2nd and 4th Paragraph

PENSION PLANS

Dec. 1998	Early Retirement Pension	Change 1st Paragraph
Dec. 1998	Disability Pension	Change 1st Paragraph
Dec. 1998	Plan C — Golden 90	Change 3rd Paragraph
Dec. 1998	Plan G — Golden 80	Change 3rd Paragraph
Dec. 1998	Plan CC	Change 3rd Paragraph
Jun. 2000	Plan A Supplemental	New Supplemental Chart
Jun. 2000	Amount of Pension Benefits	Change 5th Paragraph
Jun. 2000	Future Service Credit	New Service Table
Jun. 2001	Disability Pension	Revise 3rd Paragraph, add new Paragraph
Dec. 2002	Disability Pension	New 3rd Paragraph
Dec. 2002	Applying For a Disability Pension	New Section
Jun. 2003	Applying For a Disability Pension	Change 2nd and 4th Paragraph
Dec. 2003	Changes to Pension Type	New Section

PARTICIPANTS WHO DIE BEFORE RETIREMENT

Jun. 1997	Participant — Not Married	New #3, New 2nd Paragraph
Jun. 1998	Participant — Married	Change Last Paragraph
Jun. 2000	Participant — Not Married	Change 1st
Jun. 2000	Participant — Married	Change 1st, 3rd, 4th, 5th, and 6th Paragraphs
Jun. 2001	Participant — Married	New 3rd Paragraph and revised Examples

PARTICIPANTS RECEIVING DISABILITY BENEFITS

Jun. 2000		New Section

PENSION OPTIONS

Jun. 1998	75% Husband and Wife Pension	Change 2nd Paragraph. New 3rd Paragraph
Jun. 1998	100% Husband and Wife Pension	Change 2nd Paragraph. New 3rd Paragraph

CHANGES TO SUMMARY PLAN DESCRIPTION — Continued
June 1997 - December 2009

Jun. 1997	10-Year Option	New 3rd Paragraph
Jun. 1997	10-Year Option	New 3rd Paragraph
Jun. 2003	10-Year Option	New 4th Paragraph
Jun. 2000	50% Husband and Wife Pension	Change 1st Paragraph, New 2nd Paragraph
Jun. 2000	75% Husband and Wife Pension	Change 1st and 3rd Paragraphs
Jun. 2000	100% Husband and Wife Pension	Change 1st and 3rd Paragraphs
Jun. 2005	Social Security Option	New 1st and 2nd Paragraphs
Dec. 2005	Social Security Option	New 2nd Paragraph Change 2nd Paragraph to 3rd Paragraph
Dec. 2006	Same Sex Spouse	New Section
Dec. 2008	75% Husband and Wife	New Language
Dec. 2008	100% Husband and Wife	New Language
Dec. 2008	How to Elect 75% and 100% H&W Pensions	New Section
Dec. 2008	Appendix 75% and 100% Dis H&W Reduction Factors	New Option

WHEN YOU ARE READY TO RETIRE

Dec. 1998	Applying for a Pension	Change 4th Paragraph
Jun. 1998	Appeals	Change 3rd Paragraph
Dec. 1998	Appeals	Change 3rd Paragraph
Jun. 1998	Working After You Retire	Change 4th Paragraph
Jun. 2000	Applying for a Pension	New 3rd Paragraph, Change 4th and 7th Paragraphs
Jun. 2000	Working After You Retire	Change 1st, 2nd, and 3rd Paragraphs, New 4th Paragraph
Jun. 2000	Mandatory Commencement of Benefits	Change 1st Paragraph
Jun. 2000	Payment of Benefits	New Section
Jun. 2001	Working After You Retire	Change 1st and 2nd Paragraphs
Jun. 2001	Payment of Benefits	New Section
Dec. 2002	Appeals	New 2nd, 3rd, and 5th Paragraphs Language Changes
Jun. 2003	Payment of Benefits	Language Change Bullet 3
Dec. 2003	Changes After Retirement	New Section
Jun. 2005	Payment of Benefits	Change Bullet 1

PENSION BENEFIT LEVEL CHARTS

Dec. 1998	Pension Calculation P. 21	4th Paragraph
Dec. 1998	Charts	New Charts $1,550-$1,800
Dec. 2002	Charts	New Charts $1,850-$2,000

AMENDMENTS TO PENSION FUND RULES AND REGULATIONS

June 1997 - December 2009

DATE	ARTICLE I	TITLE
Jun. 2000	Section 1.05	International Union
Jun. 1997	Section 1.09	Employee
Dec. 1998	Section 1.21(d)	Contributing Union
Jun. 2009	Section 1.25(a)	Hours of Service
Jun. 1998	Section 1.25(a)(b)	Hours of Service
Dec. 1998	Section 1.25(a)(b)	Hours of Service
Jun. 2003	Section 1.27(a)	Compensation
Sep. 2009	Section 1.27(a)	Compensation
Jun. 2002	Section 1.27(b)	Compensation
Dec. 2006	Section 1.28	Married—Definition
Dec. 2006	Section 1.29	Spouse—Definition
	ARTICLE II	
Jun. 2003	Section 2.01	Acceptance for Employer Participation
Jun. 1997	Section 2.03	Benefit Level Increases
Jun. 2003	Section 2.03	Benefit Level Increases Language and Section Changes
	ARTICLE IV	
Jun. 2000	Section 4.02(e)	Amount of Supplemental Benefit
Jun. 2001	Section 4.02(f)	Age Changes
Dec. 2009	Section 4.02(f)	Age Change
Dec. 1997	Section 4.02(g)(ii)	Amount of the Normal Plan A Pension
Dec. 1998	Section 4.05(b)	Eligibility for a Plan A Early Retirement Pension
Dec. 2002	Section 4.07	Title Change
Dec. 1998	Section 4.07(c)	Disability Pension
Dec. 2002	Section 4.08(a)(b)	Eligibility Requirement
Jun. 2000	Section 4.10(b)(c)	Amount of Disability
Dec. 2002	Section 4.11(a)	Commencement of Disability
Jun. 2000	Section 4.11(a)(b)(c)(d)(e)	Continuation of Disability
Jun. 1998	Section 4.12(a)	Eligibility for a Plan A Vested Deferred Pension
Dec. 1998	Section 4.17	Eligibility for an Age and Service = 90 Pension
Dec. 1998	Section 4.19	Eligibility for the Special Age and Service Pension (Plan CC)
Dec. 1998	Section 4.23	Eligibility for an Age and Service = 80 Pension
Dec. 1998	Section 4.26(a)	Benefit Levels and Contribution Rates
Dec. 2009	Section 4.28(e)	Non-Duplication of Pensions
Jun. 1997	Section 4.30	Special Pension Payment in Nov. 1997
Jun. 1998	Section 4.31	Special Pension Payment in Dec. 1998
Jun. 1999	Section 4.32	Special Pension Payment in Nov. 1999
Jun. 1999	Section 4.33	Special Pension Increase Effective Jan. 1, 1999
Jun. 2000	Section 4.34	Special Pension Payment in Nov. 2000
Jun. 2000	Section 4.35	Special Pension Increase Effective Jan. 1, 2000
Jun. 2001	Section 4.36	Special Pension Payment in Nov. 2001
Jun. 2001	Section 4.37	Special Pension Increase Jan. 1, 2001

AMENDMENTS TO PENSION FUND RULES AND REGULATIONS — Continued

June 1997 - December 2009

DATE	ARTICLE V	TITLE
Jun. 1999	Section 5.01(c)	Plan Service for Pension Effective Dates on or after Jan. 1, 1999
Jun. 2000	Section 5.01(c)	Pension Credit
Jun. 1999	Section 5.01(d)	Former Section 5.01(c) changed to 5.01(d)
Jun. 2004	Section 5.02	Calculation of Past Service for Groups Entering the Plan on or after August 1, 2004
Jun. 2001	Section 5.05(a)(i)	Credit for Non-Working Periods
Dec. 1998	Section 5.06	Alternate Basis for Calculation of years of Pension Credits for Minimum Pension
Jun. 2006	Section 5.07(b)(2)	Predecessor Plans
Dec. 1998	Section 5.09(a)(b)	Calculation of Years of Pension Credits where Participant First Enters Covered Employment after the Contribution Date of the Contributing Employer
Dec. 2008	Section 5.11	General Rules Applicable to Persons Who Had Service Credited in the Local 102 Fund, the Local 102/452 Fund, or the AFGM Plan
	ARTICLE VI	
Jun. 2000	Section 6.01	General
Jun. 2000	Section 6.03(a)(b)(c)(d)	Upon Retirement
Dec. 2009	Section 6.03(b)	Upon Retirement
Dec. 2009	Section 6.03(c)(i)	Upon Retirement
Jun. 2001	Section 6.04(d)	Death After Vesting but Before Retirement
Jun. 2000	Section 6.05	Adjustment of Pension Amount
Dec. 2009	Section 6.06(c)(i)	Additional Conditions
Jun. 2000	Section 6.08	Husband and Wife Pop-Up Options
Dec. 2008	Section 6.08	Altenate Husband and Wife Options
Dec. 2009	Section 6.08(a)	Alternate Husband and Wife Options
Dec. 1998	Section 6.08(a)(b)(c)	Alternate Husband and Wife Options
Dec. 2008	Section 6.09	Altenate Husband and Wife Options
Dec. 2006	Section 6.10	Eligibility of Certain Non Married Participants To Elect A Husband and Wife Pension
Dec. 2009	Section 6.10(a)(i)	Eligibility of Certain Non Married Participants To Elect A Husband and Wife Pension
	ARTICLE VII	
Jun. 2005	Section 7.01	Social Security Option
Dec. 2009	Section 7.01	Social Security Option
Dec. 2005	Section 7.01	Social Security Option
Jun. 1997	Section 7.02	10-Year Certain Option
Jun. 2003	Section 7.02	10-Year Certain Option
	ARTICLE VIII	
Jun. 2000	Section 8.01	Commencement of Benefit Payments
Dec. 2002	Section 8.01	Commencement of Benefits
Jun. 1997	Section 8.01(b)(i)	Commencement of Benefit Payments
Jun. 1998	Section 8.01(b)(i)	Commencement of Benefit Payments
Jun. 2006	Section 8.01(b)(i)(C)	Lump-Sum Payment Determination

AMENDMENTS TO PENSION FUND RULES AND REGULATIONS — Continued

June 1997 - December 2009

DATE	ARTICLE VIII	TITLE
Dec. 2009	Section 8.01(b)(ii)	Commencement of Benefit Payments
Dec. 2009	Section 8.01(b)(ii)(A)	Commencement of Benefit Payments
Jun. 1998	Section 8.01(b)(ii)(A)(i)	Commencement of Benefit Payments
Jun. 2005	Section 8.01(b)(ii)(A)(i)	Lump-Sum Payments
Dec. 2009	Section 8.01(b)(ii)(B)	Commencement of Benefit Payments
Dec. 2009	Section 8.01(b)(ii)(D)	Commencement of Benefit Payments
Dec. 2003	Section 8.01(c)	Pension Type Changes
Jun. 2000	Section 8.02	Termination of Benefit Payments
Dec. 2002	Section 8.04	Trustee Authority
Jun. 1998	Section 8.05	Right of Appeal
Dec. 1998	Section 8.05	Right of Appeal
Dec. 2002	Section 8.05	Appeal Procedures
Jun. 2000	Section 8.06	Suspension of Benefits
Jun. 2001	Section 8.06	Suspension of Benefits
Jun. 1998	Section 8.06(b)	Suspension of Benefits
Dec. 1998	Section 8.06(f)	Suspension of Benefits
Dec. 2003	Section 8.06(g)	Suspension of Benefits
Dec. 1998	Section 8.08	Non-Duplication of Pension
Jun. 2001	Section 8.10(c)	Non-Assignment of Benefits
Dec. 2008	Section 8.10(c)	Non-Assignment of Benefits
Jun. 2009	Section 8.10(c)	Non-Assignment of Benefits
Dec. 1998	Section 8.12	Maximum Limitation
Jun. 2003	Section 8.12	Maximum Limitation
Jun. 2008	Section 8.12	Maximum Limitation
Sep. 2009	Section 8.12	Maximum Limitation Section 415
Jun. 2000	Section 8.13	Benefits to Survivors
Dec. 2009	Section 8.13	Benefits to Survivors and to Participants Whose Whereabouts Are Unknown
Jun. 2007	Section 8.19	Amendment (Amendments to Plan)
Dec. 2009	Section 8.19	Amendment
Jun. 2001	Section 8.20	Lump-Sum or Annual Payments
Jun. 2003	Section 8.20	Lump-Sum or Annual Payments
Dec. 1997	Section 8.20(a)	Lump-Sum or Annual Payments
Jun. 2005	Section 8.20(a)	Lump-Sum Payments
Jun. 1997	Section 8.20(c)	Lump-Sum or Annual Payments
Jun. 2008	Section 8.20(c)	Lump-Sum or Annual Payments
Dec. 2009	Section 8.20(c)(iii)	Lump-Sum or Annual Payments
Jun. 2002	Section 8.21	Distributions after Jan. 1, 2002
Dec. 2008	Section 8.21	Direct Rollovers
Nov. 2007	Section 8.24	Transfers and Mergers
Dec. 2008	Section 8.25	Certain Beneficiaries Disregarded
Dec. 2009	Section 8.26	General Rules Regarding Distributions

AMENDMENTS TO PENSION FUND RULES AND REGULATIONS — Continued

June 1997 - December 2009

DATE	ARTICLE IX	TITLE
Jun. 1997	Section 9.01 through 9.12	Pro Rata Pension — New Section
Jun. 2000	Section 9.12	Effective Date
	APPENDIX 5	
Jun. 2002	Section A(3).01	Key Employee
Jun. 2002	Section A(3).01(c)(3)	Present Values