

XVIII. APPEALS PROCEDURE

In the event your application is denied in whole or in part, you will be notified in writing within 90 days. If special circumstances require an extension of time for processing your claim for benefits, the Trustees will notify you. In no case will the time be extended more than 90 days from the end of the initial 90 day period. The denial of the claim will set forth the specific reason for the denial, the specific Plan provisions on which the denial is based, any additional information needed for you to perfect your claim and an explanation of why the additional information is necessary, a description of the Plan's appeal procedures, including the amount of time you have to appeal, and a statement of your right to bring a lawsuit under ERISA if you decide to appeal and the appeal is denied.

You may appoint an authorized representative to act on your behalf for the purposes of filing a claim and seeking a review of a denied claim. You must notify the Fund in writing of the name, address, and telephone number of the authorized representative.

You (or your authorized representative) will have 60 days (180 days for Disability claims) from the date that you receive written notice that your claim has been denied in which to appeal the denial to the Board of Trustees. Upon appeal for review, you or your duly authorized representative will be given an opportunity to review the Plan document and other pertinent documents and will further be given the opportunity to submit in writing any statement or comments. Further, you have a right to receive, upon request and free of charge, reasonable access to and copies of all documents, records and other information that is relevant to your claim for benefits.

The Trustees, in making their decisions on applications and appeals, will apply the terms of the Plan document and any applicable guidelines, rules and schedules, and will periodically verify that benefit determinations are made in accordance with such documents, and where appropriate, are applied consistently with respect to similarly situated claimants. The Trustees will also take into account all information that you submit.

The Trustees will decide your appeal within 60 days (45 days for Disability appeals) following the receipt of your appeal. If special circumstances, such as the need to hold a hearing, require a further extension of time, the decision will be made within 120 days. This extension does not apply to Disability appeals, although it may still be necessary to hold a hearing. If such an extension is required, the Trustees will notify you prior to the expiration of the original period, and you will be informed of the reason(s) for the delay, along with the date by which a decision is expected.

If the extension is due to your failure to provide information necessary to decide the appeal, the period of time will be tolled from the date the notice of extension is sent to you until you respond to the request for additional information. In the event the Trustees believe an additional extension of time is warranted, they may request that you voluntarily agree to such reasonable extension and waive your right to bring a civil action under ERISA during the extension period. A request for such a voluntary extension, indicating the reason for the request and the date by which a final decision is expected to be rendered, will be furnished to you before the previous extension period expires.

The Fund will notify you of the Trustees' decision on appeal within 5 days of the decision. If the Trustees have denied your appeal, the notice will set forth the specific reason for the denial and the specific Plan provisions on which the denial is based. The denial notice will include a statement of your right to bring a lawsuit under ERISA, and a statement that you are entitled, upon request and free of charge, to copies of all documents relevant to your claim.

If you fail to file a notice of appeal within the time provided, the original decision of the Board becomes final and binding.

The Board of Trustees has the power to interpret, apply, construe, and amend the provisions of the Plan and make factual determinations regarding its construction, interpretation and application, and any decision made by the Board of Trustees in good faith is binding upon Employers, Employees, Participants, Beneficiaries, and all other persons who may be involved in or affected by the Plan.

The Trustees' determination may not be overruled absent a finding that it was arbitrary, or capricious, or an abuse of discretion.

XIX. QUESTIONS AND ANSWERS

Who pays for this Plan?

All contributions will be paid by your Employer in accordance with the collective bargaining agreement between your Employer and the Union.

Where do the contributions go?

All contributions are made to a Trust Fund. This Fund is held and invested by the Trustees for the exclusive benefit of you and all other employees under the Plan. The Trust is irrevocable and no money can be returned to an Employer.

When will pension payments begin?

You will receive your first pension benefit check on the first of the month following the month in which you retire, provided your application is received by the Board of Trustees and you fulfill all of the eligibility requirements in a timely fashion.

How do I apply for my pension?

The Pension Fund has an application form which you must complete. You may obtain this form from the Fund Office. If your application for benefits is denied, in whole or in part, you will be given a written notice stating the reason for the denial and informing you of any additional information needed for further consideration of your claim. If you disagree with the denial, you will have 60 days in which to request, in writing, a review of your claim. At that time, the review procedure will be explained to you in detail.

What is the Claims and Appeals Procedure?

A. Authority of the Fund

The Fund is a joint labor-management employee benefit trust fund, financed by contributions fixed by collective bargaining or other written agreements, and jointly administered by Trustees designated by the contributing employers and by the union pursuant to an Agreement and Declaration of Trust, which may be amended from time to time. The Trust Agreement gives the Board of Trustees authority and discretion to determine benefits, and the Trustees have accordingly adopted this plan of benefits described in this Summary Plan Description (SPD). Under the Trust Agreement and this SPD the Trustees may, in their discretion, revise, discontinue, improve, reduce, modify or make changes in the plan, the types and amounts of benefits provided, and the coverage and eligibility provisions, conditions and rules, at any time. Any question of interpretation, construction, application or enforcement of the terms of the plan and this SPD, and the determinations or benefit claims and appeals, are subject to the discretion of the Board of Trustees, whose determinations are final and binding.

B. Appeal of Disputed Claims

(A) If you make a claim for benefits under the Plan and all or part of it is denied, the Trustees will notify you of the reasons for the denial with specific reference to the relevant Plan provisions. The Trustees will also tell you how you can appeal this decision.

(B) For Non-Disability Benefits, the appeal process is stated below for your information:

(1) Within 60 days of receiving the Trustees' determination letter, you may send a letter to the Trustees indicating your reasons for appeal and any additional information to support your claim for benefits.

XVII. APPLICATION FOR BENEFITS

In order to receive benefits from the Fund, to designate your Contingent Annuitant and/or Beneficiary at the time your pension payments are to commence, and to elect payment options, you must file an application for Normal, Early or Disability retirement with the Trustees. You must request an application form from the Fund Office. You must submit satisfactory proof of the dates of birth of yourself and your Spouse, if any, and a marriage certificate, if any, along with your application.

It is suggested that you submit your application several months before, but no more than 180 days before, your intended Annuity Starting Date. Your application will be reviewed at the next meeting of the Board of Trustees following receipt of a completed application. The Fund Office will let you know if any additional information or documentation is needed. This will give the Trustees sufficient time to advise you of the options available to you and allow you, after you have been advised, to select the form of pension benefit you wish to receive. Any optional form of pension benefit must be elected in writing before pension payments begin.

Normal Pension and Early Retirement benefits generally will not begin until the first day of the month following the date a completed application is filed and it is determined that you are eligible to receive the benefits. For Disability Pensions, your benefit will not begin until a completed application is filed and it is determined that you are eligible to receive the benefits, including receiving a Social Security disability benefit. However, your Disability Pension then will be payable as of retroactive to the first day of the month following the date you are determined to be so disabled applied for benefits from the Fund.

XVI. RELATED PLANS

The Trustees of the Plan have entered into agreements with other pension plans, called "Related Plans," in order to guarantee that employees who transfer into this Plan do not lose the benefit of any years of service which were covered under a Related Plan but not under this Plan. The manner in which benefits are guaranteed through these agreements with Related Plans varies from plan to plan. Please contact the Fund Office for a list of Related Plans and if you need specific information regarding a Related Plan in which you have participated.

(2) If the Trustees or a reviewer or a sub-committee appointed by the Trustees, after reviewing this information, still determines you are not entitled to the benefits you claim, you or your representative can appear personally to give further written or oral support to your claim and to review any pertinent documents.

(3) The Trustees will notify you in writing of their final decision and the specific reason for its decision:

- within 60 days after receipt of your appeal, or
- if special circumstances, such as the need to hold a hearing, require an extension of time, the time limit may be extended to 120 days after receipt of your appeal.

If an extension of time is required, you will be notified in writing before the expiration of the original 60 day period, and will be informed of the reason for the delay and the date by which a decision is expected.

(C) For Disability Benefits, the appeal process is stated below for your information:

(1) Within 180 days of receiving the Trustees' determination letter, you may send a letter to the Trustees indicating your reasons for appeal and any additional information to support your claim for benefits.

(2) If the Trustees or a reviewer or a sub-committee appointed by the Trustees, after reviewing this information, still determines you are not entitled to the benefits you claim, you or your representative can appear personally to give further written or oral support to your claim and to review any pertinent documents.

(3) The Trustees will notify you in writing of their final decision and the specific reason for their decision:

- after receipt of your appeal, or
- if special circumstances, such as the need to hold a hearing, require an extension of time, the time limit may be extended to 45 days after receipt of your appeal.

If an extension of time is required, you will be notified in writing before the expiration of the original 45 day period, and will be informed of the reason for the delay and the date by which a decision is expected.

C. Additional Information

If additional information is needed, it will be requested by the Fund, and will extend the time for decision on a request for review or an appeal.

D. Finality

In deciding claims, the Board of Trustees has broad discretion to interpret and apply the terms of this Plan and SPD.

The determination of the Fund will be final and binding if an appeal, objection or request for review is not timely filed. The decision of the Board of Trustees of the Fund will be final and binding on any appeal timely presented to it. The Trustees' determinations are final.

What are my responsibilities as a pensioner?

It is your responsibility to keep the Fund Office informed of your correct address. Report any change promptly.

Can my pension benefits be assigned, mortgaged or pledged?

Except as otherwise required by a Qualified Domestic Relations Order, retirement benefit payments will be made directly to you and cannot be made to any other person. You may not borrow against your pension or use it as security for a loan. In addition, you may not transfer or assign your right to your pension benefit.

A. Qualified Domestic Relations Order (QDRO) is a judgment, decree or order that:

1. Sets a required level of child support, alimony payments, or marital property rights to the dependent of a plan participant to be financed through the participant's pension benefit,
2. is made pursuant to a state domestic relations law, including a community property law, and
3. complies with other administrative and technical requirements of the law.

The Trustees will promptly notify you and any other alternate payee of the receipt of the order and of the fact that the order is being examined to determine whether it qualifies as a QDRO.

Then, within a reasonable period of time, the Trustees will notify you and any alternate payee of the determination. All determinations are subject to claim review.

Who administers the Pension Plan?

A Board of Trustees consisting of six members. Three Trustees are selected by the Union and three are selected by the Employers who contribute to the Plan.

The Trustees have the right to decide any questions arising under the Plan. The decisions of the Trustees will be binding. Any appeals should be submitted in writing to the Board of Trustees, who will provide rules regarding hearings and review. The Trustees' determinations are final.

The Trustees' responsibilities are as follows:

- To determine whether you are eligible for any benefits under the Plan
- To determine the amount of benefits, if any, to which you are entitled from the Plan

XV. LUMP SUM DEATH BENEFITS

A lump sum death benefit is payable to the Beneficiary of a retired participant provided such participant:

- (a) terminated covered Employment on or after age 62, or
- (b) terminated Covered Employment on or after age 60 and is eligible for a Disability Pension.

A lump sum death benefit in the amount of \$5,000 shall be paid if such participant earned at least 60 months of Credited Service during the 10 Plan-Year period preceding his retirement and provided such participant terminated from Covered Employment on or after June 1, 1998.

A lump sum death benefit in the amount of \$4,000 shall be paid if such participant earned at least 60 months of Credited Service during the 10 Plan-Year period preceding his retirement and provided such participant terminated from Covered Employment on or after November 1, 1984 and prior to June 1, 1998.

A lump sum death benefit in the amount of \$2,000 shall be paid if such participant retired on or after November 1, 1968 and prior to November 1, 1984 provided such participant earned at least 60 months of Credited Service immediately preceding his retirement.

A lump sum death benefit in the amount of \$2,000 shall otherwise be paid to any such participant who commenced Covered Employment prior to November 1, 1975.

In any event, no lump sum benefit will be payable under this Plan if a retired employee is entitled to a lump sum death benefit from a Related Plan (see below), which is at least as much as the lump sum benefit he is entitled to under this Plan.

This lump sum death benefit is eligible for rollover to an IRA by the Beneficiary, even if he or she is not the Participant's spouse. Any amount that is rolled over is subject to Minimum Required Distributions based on the Participant's age.

XIV. SPOUSAL CONSENT

If you are married at the time your pension benefit commences, and you elect to (A) receive your retirement benefit in a form other than a Joint and Survivor pension benefit as described in Section XII or XIII above with your spouse as contingent annuitant or (B) designate a beneficiary other than your spouse to receive a death benefit during employment as described in Section XI, your spouse must give her consent in either or both of these situations. This spousal consent must be in writing on forms provided by the Trustees, must show the effect of such an election and must be witnessed by a Plan Representative or a Notary Public.

- To determine or find facts that are relevant to any claim you may have for benefits from the Plan
- To interpret all of the Plan's provisions
- To interpret all of the provisions of the Summary Plan Description and the Plan Document
- To interpret the provisions of any collective bargaining agreements or written participation agreement involving or impacting the Plan
- To interpret the provisions of the trust agreement governing the operation of the Plan
- To interpret all of the provisions of any other document or instrument involving or impacting the Plan
- To interpret all of the terms used in the Plan, the Summary Plan Description, and all of the other previously mentioned agreements, documents, and instruments

Can the Plan be amended or discontinued?

The Trustees hope to continue the Plan indefinitely, but the right to change or discontinue it is necessarily reserved.

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

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

The maximum benefit that the PBGC guarantees is set by law. Under the multiemployer program, the PBGC guarantee equals a Participant's years of service multiplied by (1) 100% of the first \$11 of the monthly benefit accrual rate and (2) 75% of the next \$33. The PBGC's maximum guarantee limit is \$35.75 per month times a Participant's years of service. For example, the maximum annual guarantee for a retiree with 30 years of service would be \$12,870.

The PBGC guarantee generally covers: (1) normal and early retirement benefits; (2) disability benefits if you become disabled before the plan becomes insolvent; and (3) certain benefits for your survivors.

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

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

If the Plan should terminate and the Plan assets be distributed it will be performed in accordance with Plan provisions and the regulations established by the PBGC.

The order of distribution is as follows:

- First, to satisfy the then accrued benefit of Employees, Beneficiaries, Contingent Annuitants and surviving spouses who began receiving or were entitled to begin receiving a retirement pension, at least 3 full years before plan termination, (directly or through the person from whom their benefit was derived), based on the Plan provisions in effect 5 years prior to such termination.
- Second, to satisfy all other accrued benefits to the extent, if any, those benefits are guaranteed by the United States Pension Benefit Guaranty Corporation.
- Third, to satisfy all other accrued benefits which are then nonforfeitable.
- Fourth, to satisfy all other accrued benefits under the Plan.

In the application of the above, if an Employee is eligible for more than one benefit under the terms of the Plan, the smallest such benefit shall be used in applying the provisions hereof.

If the total funds available are insufficient to pay all amounts within any of the categories provided above, then the funds available shall be allocated in accordance with the applicable provisions of Section 4044(b) of the Employee Retirement Income Security Act of 1974, as amended.

On whom may I serve legal process?

If it is ever necessary to serve legal process on the Plan, the agent for service is:

Board of Trustees, Liquor Salesmen's Union Local 2 Pension Fund,
8402 18th Avenue, Brooklyn, NY 11214.

You may also serve legal process on any Trustee, or all Trustees.

What rights do I have under the Plan?

As a participant in the Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). ERISA provides that all Plan participants shall be entitled to:

- Examine, without charge, at the Plan office and at other specified locations, such as worksites, all Plan documents, including 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.

XIII. ALTERNATE FORM OF PENSION

Instead of the lifetime-only pension benefit or the Automatic Joint Pension, you may elect an Alternate Form of Pension. Under the alternate form, a reduced pension benefit will be paid to you for your life and, after your death, a portion of the reduced pension benefit (50%, 75% or 100% as elected) will be continued to your contingent annuitant. If you do not designate your spouse as contingent annuitant and such contingent annuitant is more than 10 years younger, you may not elect the 75% or 100% option. If you have been married for at least one year at the time your pension benefit payments begin, you would have to obtain the written consent of your spouse in order to designate a Contingent Annuitant other than your spouse to receive pension benefit payments after your death (see Section XIV below). The amount of reduction of your pension benefit under this alternate form depends on your age and the age of your Contingent Annuitant.

If your Contingent Annuitant dies before your pension benefit payments begin, the option will be canceled and you will receive an unreduced pension benefit. If you die before your pension benefit payments begin, the option will be canceled and your Contingent Annuitant will not receive a benefit from the Plan, except as described in the Section of this booklet entitled "Death Benefits before Retirement" (see Section XI above).

You may change the form of pension benefit you have elected, or change your Contingent Annuitant, at any time before pension benefit payments begin. Once payments begin, however, neither the form of payment nor your contingent Annuitant may be changed.

XII. AUTOMATIC JOINT AND 100% SURVIVOR PENSION

If you are married when your pension benefit payments begin, any pension benefit payable will **automatically** be converted to a joint pension benefit under which a smaller pension benefit will be paid to you each month for your lifetime, and this same pension benefit will be continued for the lifetime of your spouse if you die first. The amount of this joint pension benefit will depend on your age and the age of your spouse. For example, if you and your spouse are both 65, and you retire at 65 entitled to a lifetime-only pension benefit of \$1,000, the Joint and 100% Survivor Annuity option amount equivalent to the lifetime pension benefit is \$755.90 per month, which will be payable for as long as you or your spouse are alive.

If you do not want this automatic feature to apply, you must elect otherwise in writing, with your spouse's written consent, before pension benefit payments begin.

- Obtain all copies of all Plan documents and other Plan information upon written request to the Plan's Administrative Committee. A reasonable charge may be made for the copies.
- Receive a summary of the Plan's annual financial report. The Plan's Administrative Committee is required by law to furnish each participant with a copy of this summary annual report.
- Obtain a statement informing you whether you have a right to receive a pension benefit at normal retirement age and if so, what your benefits would be at normal retirement date if you stop working under the Plan now. If you do not have a right to a pension benefit, the statement will tell you how many more years you have to work to earn a right to a pension benefit. 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 Plan. The people who operate your Plan, called "Fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and Beneficiaries. No one, including your Employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA. If your claim for a pension benefit 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's Administrative Committee to provide the materials and pay up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Administrative Committee. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court.

If it should happen that the Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

If you have any questions about the Plan, you should contact the Plan's Administrative Committee. If you have any questions about this statement or about your rights under ERISA, you should contact the nearest Area Office of the U.S. Labor-Management Services Administration, Department of Labor.

This section is required by the United States Department of Labor. Its inclusion in this summary plan description should not be construed as offering legal advice.

APPENDIX A

SERVICE, CREDITED SERVICE AND BREAK IN SERVICE

Service is the number of years used to determine the eligibility of New Employees for benefits under the Plan. You will receive one year of Service for each calendar year after November 1, 1956 in which you work at least five months in employment for which your Employer is required to make a contribution on your behalf to the Retirement Fund. You will be credited with a month worked for every month in which you work at least one hour.

If you transfer from non-Covered Employment with a contributing Employer to Covered Employment with a contributing Employer, or vice versa, **and** no quit, discharge or retirement occurs between the Covered Employment and the non-Covered Employment, then you will earn Service for the non-Covered Employment in the same way as for Covered Employment.

Credited Service is used to determine the amount of benefit to which New Employees are entitled. You will receive one month of Credited Service for every month for which your Employer is required to make a contribution to the Fund on your behalf.

If you were covered under a Related Plan (see Section XVI,) you will receive Service for the time you were covered under that plan. Whether or not you will receive Credited Service under this Plan for the time you were covered under the Related Plan will depend on the specific agreement between the Trustees of this Plan and the Related Plan. If you were ever covered under a Related Plan, please contact the Fund Office to learn what your rights are with respect to employment covered by that plan.

Once you have five years of Service, you are vested and cannot lose any Service or Credited Service that you have earned. If you leave employment and are reemployed in employment covered by the Plan at some time in the future, your prior Service and Credited Service will be added to any Service and Credited Service you earn following reemployment.

You will have a **Break in Service Year** if you fail to work at least 3 months in Covered Employment during any calendar year. If you are not vested and have a Break in Service Year, you will lose your previously earned Service and Credited Service **only** if the number of consecutive Break in Service Years equals or exceeds the greater of five years or your years of Service when you left. You will not, however, lose Service and Credited Service earned prior to a Break in Service if the Break in Service is a result of:

- a) a disability for which you are entitled to compensation under the Workers' Compensation Law;
- b) a disability which, in the opinion of the Trustees, causes you to be unable to continue with your job; or
- c) employment by a contributing Employer in a position covered by another plan, provided you participate in the other plan, or you are in service for a period of eligibility to become a participant in that plan.

Surviving spouse's pension benefit commencing on the first day of the month following the later of your spouse's attainment of age 62, or remarriage, or the date you would have been eligible to commence an Early Retirement Pension (as determined under Section A1.) of \$139.65

3. Participants who have attained age 65:

If you die while in Covered Employment after the attainment of age 65, your surviving spouse will receive a 100% Joint & Survivor Pension commencing on the first day of the month following the date of your death for the remainder of his or her lifetime.

For example, suppose you died at age 66 after the completion of 240 months (20 years) of Credited Service, and your wife is 64 years old. Your surviving spouse's pension benefit would be calculated as follows:

Your Normal Retirement Pension commencing at age 66
 $(240/300 \times \$1,950) = \$1,560.00$

100% Joint and Survivor Reduction $(\$1,560 \times .7324) = \$1,142.54$

Surviving spouse's pension benefit = \$1,142.54

This example assumes a maximum monthly pension benefit amount of \$1,950.

B. BENEFITS PAYABLE TO YOUR DESIGNATED BENEFICIARY

Participants who have attained age 62 may name a Beneficiary to receive a 50% Joint and Survivor Pension in the event they die while in Covered Employment. This pension benefit will commence on the first day of the month following your date of death.

Married participants may elect this death benefit coverage upon the attainment of age 62 in lieu of the death benefit which would otherwise be payable to a surviving spouse as described under the preceding Section A. This election will be subject to the spousal consent requirements (see Section XIV).

For example, if you died at age 63, after the completion of 240 months (20 years) of Credited Service, and designated a Beneficiary who is age 40, your Beneficiary's pension benefit would be calculated as follows:

Your Normal Retirement Pension commencing at age 65
 $(240/300 \times \$1,950) = \$1,560.00$

Reduced for early commencement at age 63
 $(\$1,560 - [\$1,560 \times 16\%]) = 1,310.40$

50% Joint & Survivor Reduction $(\$1,310.40 \times .7647) = \$1,002.06$

Beneficiary's pension benefit $(\$1,002.06 \times 50\%) = \501.03

This example assumes a maximum monthly pension benefit amount of \$1,950.00

XI. DEATH BENEFITS BEFORE RETIREMENT

See **Appendix C** for a summary of the
Pre-Retirement Death Benefits described
In this Section XI.

A. BENEFITS PAYABLE TO YOUR SURVIVING SPOUSE

1. **Participants who have attained age 62 or have completed five more years of Service:**

If you die after the completion of five years of Service, whether or not you are still actively employed, your surviving spouse will receive a 50% Joint and Survivor Pension commencing on the first day of the month following the later of your date of death or the date you would have attained age 55.

For example, if you died after the completion of 120 months (10 years) of Credited Service, your surviving spouse's pension benefit would be calculated as follows:

Your Normal Retirement Pension commencing at age 65
 $(120/300 \times \$1,950) = \780.00

Reduced for early commencement at age 55 $(\$780 - [\$780 \times 60\%]) = \$312.00$

50% Joint and Survivor Reduction $(\$312.00 \times .8952) = \279.30

Surviving spouse's pension $(\$279.30 \times 50\%) = \139.65

This example assumes that you and your spouse are the same age and a maximum monthly pension benefit amount of \$1,950.

2. **Participants who have attained age 62 or have attained age 45 and completed ten or more years of Service:**

If you die while in Covered Employment after the attainment of age 62, or after the attainment of age 45 and the completion of ten or more years of Service, your surviving spouse will receive a pension commencing on the first day of the month following your date of death. This pension benefit will be equal to 50% of your accrued pension benefit at the time of your death and will be payable until the earlier of your spouse's attainment of age 62 or remarriage. Commencing on the first day of the month following the later of the discontinuance of this benefit or the date you would have attained age 55, your spouse will receive the 50% Joint and Survivor Pension as described under Section A1.

For example, if you died after the attainment of age 45 and the completion of 120 months (10 years) of Credited Service, your surviving spouse's pension benefit would be calculated as follows:

Your Normal Retirement Pension commencing at age 65
 $(120/300 \times \$1,950) = \780.00

Surviving spouse's pension benefit commencing immediately
 $(\$780 \times 50\%) = \390.00

If you leave employment to enter the Armed Forces of the United States after January 1, 1957, and apply for reemployment and are reemployed by your Employer as a matter of Federal law, you will receive Service and Credited Service for the period of military service as required under Federal law. If you separate from employment on a Maternity or Paternity Leave of Absence on or after January 1, 1985, you will be credited with Service during such period of absence, up to a maximum of 3 months, thereby preventing a Break in Service Year. This Service is credited for the Plan Year in which the absence begins, if the crediting of such Service is necessary to prevent a Break in Service Year or in any other case, in the immediately following year. In no event will you earn Service or Credited Service for vesting or benefit accrual purposes for any years in which Service is credited as a result of a maternity or paternity Leave of Absence.

A Maternity or Paternity Leave of Absence shall occur only if the absence is due to your pregnancy, the birth of your child, the placement of a child with you for purposes of adoption by you, or the care of such child for the period immediately following such birth or placement.

The Trustees within a reasonable time after a Maternity or Paternity Leave of Absence may require that you furnish evidence satisfactory to the Trustees, such as a doctor's statement, which establishes that such leave of absence was taken for one of the preceding reasons and the number of days of such absence. If you fail to submit such evidence within a reasonable period of time after such a request, no Hours of Employment will be credited to you under this section. For the purposes of this section, the determination of what constitutes a reasonable time period shall be made by the Trustees and shall be applied in a uniform and nondiscriminatory manner to all affected employees.

APPENDIX B

ILLUSTRATIONS OF MONTHLY PENSION BENEFITS

Pensions for New Employees*

(Who terminate Covered Employment on or after November 1, 2001)**

Credited Service (Expressed in Years)	Age at Which Pension Benefit Begins***			
	Age 62	Age 63	Age 64	Age 65
10	\$592.80	\$655.20	\$717.60	\$780.00
11	652.08	720.72	789.36	858.00
12	711.36	786.24	861.12	936.00
13	770.64	851.76	932.88	1,014.00
14	829.92	917.28	1,004.64	1,092.00
15	889.20	982.80	1,076.40	1,170.00
16	948.48	1,048.32	1,148.16	1,248.00
17	1,007.76	1,113.84	1,219.92	1,326.00
18	1,067.04	1,179.36	1,291.68	1,404.00
19	1,126.32	1,244.88	1,363.44	1,482.00
20	1,185.60	1,310.40	1,435.20	1,560.00
21	1,244.88	1,375.92	1,506.96	1,638.00
22	1,304.16	1,441.44	1,578.72	1,716.00
23	1,363.44	1,506.96	1,650.48	1,794.00
24	1,422.72	1,572.48	1,722.24	1,872.00
25****	1,950.00	1,950.00	1,950.00	1,950.00

* This chart illustrates benefits for New Employees who never incurred a Break in Service Year and were never Present Employees. Remember that any Credited Service between May 1, 2010 and December 31, 2011 will not count toward these benefits.

** New Employees with 25 or more years of Credited Service up to April 30, 2010 which are uninterrupted by a Break in Service Year will receive full, unreduced pensions regardless of age.

*** The pension benefit for New Employees with less than 25 years (300 months) of Credited Service who elect to commence an Early Retirement Pension is reduced by 8% for each year prior from age 65 to age 60 and 4% for each year from age 60 to age 55.

**** Employees retiring with more than 25 years (300 months) of Credited Service will be entitled to a Supplemental Pension in addition to the maximum pension benefit (see Section VIII). In no event, however, shall the Supplemental Pension exceed \$200 per month. Any Credited Service between May 1, 2010 and December 31, 2011 will not be counted toward the Supplemental Pension.

X. DISABILITY PENSION

If you are between the ages of 40 and 64 (inclusive) and become totally and permanently disabled while an active Plan participant, you will receive a monthly disability pension benefit from the Plan. Total and permanent disability means disability which has lasted for at least six months, and for which you receive Social Security disability benefits. This pension benefit will continue for as long as you continue to receive Social Security disability benefits or for life if you remain disabled until you attain age 65.

The amount of this pension benefit will be calculated in a similar manner as for an Early Retirement Pension, except that the reduction for commencement before normal retirement date will be 2% for each year before you reach age 60. If you retire as a disability retiree after you reach age 60, there will be no reduction for early commencement of your pension benefit.

For example, if you become eligible for a disability pension benefit at age 55, effective November 1, 2009, after having completed 180 months (15 years) of Credited Service, your disability pension benefit would be calculated as follows:

Normal Retirement Pension payable at age 65 ($180/300 \times \$1,950$)
(maximum monthly pension benefit at 11/1/09) = \$1,170.00

Reduction for disability at age 55 (2% per year for 5 years) = \$117.00

Disability Retirement Pension payable at age 55 = \$1,053.00

If you are married when your disability pension benefit commences, it will automatically be paid in the Alternate Form with 50% continuing to your surviving spouse, unless you and your spouse elect, in writing, to receive the lifetime annuity form. Under the 50% Alternate Form, your pension would be reduced to cover the survivor benefit. Continuing with the above example, and assuming your spouse is also age 55 when your disability pension benefit begins, you would receive \$942.65 for your lifetime. If you die first, your spouse would then receive \$471.33 ($50\% \times \942.65) for her lifetime.

IX. BENEFITS UPON TERMINATION OF EMPLOYMENT

If you are a New Employee and you terminated from Covered Employment after you completed at least five years of Service, or if you are a Present Employee and you terminate from Covered Employment, at any time, you will be entitled to a pension benefit at age 65. The amount of this pension benefit will be calculated in a similar manner as for normal retirement, but will be based on the Credited Service you had earned prior to your termination of Covered Employment and the maximum monthly pension amount then in effect. Similar to a normal retirement pension, Credited Service earned from May 1, 2010 through December 31, 2011 will not count toward your pension.

This pension benefit normally begins at age 65, however, provided you have completed at least five years of Service, you could elect to begin receiving it at any time after you reach age 55. If you so elect, your pension benefit will be reduced for early commencement in the same manner as described for early retirement (see Section VII above).

APPENDIX B

ILLUSTRATIONS OF MONTHLY PENSION BENEFITS Pensions for Present Employees* (Who terminate Covered Employment on or after November 1, 2001)**

Credited Service (Expressed in Years)	Age at Which Pension Benefit Begins***			
	Age 62	Age 63	Age 64	Age 65
10-24	\$1,482.00	\$1,638.00	\$1,794.00	\$1,950.00
25	1,950.00	1,950.00	1,950.00	1,950.00

* This chart illustrates benefits for Present Employees who never incurred a Break in Service Year. Remember that any Credited Service between May 1, 2010 and December 31, 2011 will not count toward these benefits.

** Present Employees receive the same pensions as are payable to New Employees with 25 or more years of Credited Service, up to April 30, 2010.

*** The pension benefit for Present Employees with less than 25 years (300 months) of Credited Service who elect to commence an Early Retirement Pension is reduced by 8% for each year prior from age 65 to age 60 and 4% for each year from age 60 to age 55.

**** Employees retiring with more than 25 years (300 months) of Credited Service will be entitled to a Supplemental Pension in addition to the maximum pension benefit (see Section VIII). In no event, however, shall the Supplemental Pension exceed \$200 per month. Any Credited Service between May 1, 2010 and December 31, 2011 will not be counted toward the Supplemental Pension.

APPENDIX C

PRE-RETIREMENT DEATH BENEFITS

PRE-RETIREMENT DEATH BENEFITS FOR EMPLOYEES WHO HAVE BEEN MARRIED FOR ONE (1) YEAR AT DATE OF DEATH

Eligibility Conditions	Monthly Benefit Amount	Commencing	Duration
(A) FOR ACTIVE EMPLOYEES			
➤ 5 Years of Service	50% Joint & Survivor reduced Benefit	Employees Age 55	Lifetime
➤ Attained Age 45, 10 Years of Service	(1) 50% of Accrued Benefit followed by,	Immediate	Earlier of Spouse's age 62 or remarriage
	(2) 50% of Joint & Survivor reduced Benefit	Later of Employee's Age 55 discontinuance of (1)	Lifetime
➤ Attained age 55, 25 Years of Service	(1) 50% of Accrued Benefit followed by,	Immediate	Earlier of Spouse's age 62 or remarriage
	(2) 50% Joint & Survivor reduced Benefit	Discontinuance of (1)	Lifetime
➤ Attained age 62*	(1) 50% of Accrued Benefit followed by,	Immediate	Earlier of Spouse's age 62 or remarriage
	(2) 50% Joint & Survivor reduced Benefit	Discontinuance of (1)	Lifetime
➤ Attained age 65	100% Joint and Survivor reduced Benefit	Immediate	Lifetime

VIII. SUPPLEMENTAL PENSION

If, at the time of your retirement, you have been employed in Covered Employment for more than 300 months (25 years), uninterrupted by a Break in Service Year (see **Appendix A**), you will be eligible to receive a Supplemental Pension.

This Supplemental Pension will be in addition to the amount you are entitled to at your normal or early retirement date, regardless of your age. If you retire on or after November 1, 1984, your Supplemental Pension will be \$10 for each 12 months of Covered Employment completed in excess of 300 months, to a maximum of 120 months. If you retire on or after November 1, 1987, your Supplemental Pension will be an additional \$10 for each 12 months of Covered Employment in excess of 300 months, completed subsequent to October 31, 1987, to a maximum of 120 months. In no event, however, shall the Supplemental Pension exceed \$200 per month.

No supplemental pension will be granted for service between May 1, 2010 and December 31, 2011.

For example, if you completed 400 months of continuous Covered Employment, as of November 1, 2009 and you retire on November 1, 2009 your pension benefit payable immediately, will be determined as follows:

Maximum monthly pension benefit at 11/1/2009, with 300 or more months of Credited Service = \$1,950.00

Supplemental Pension Benefit for 100 months in excess of 300 months (8 years x \$10) = \$80.00

Supplemental Pension Benefit for 100 months, after October 31, 1987, in excess of 300 months (8 years x \$10) = \$80.00

Total monthly pension benefit = \$2,110.00

VII. EARLY RETIREMENT PENSION

The amount of your lifetime Early Retirement Pension will be determined in a similar manner as for a Normal Retirement Pension, based on your Credited Service as of your early retirement date (**except for Credited Service earned between May 1, 2010 and December 31, 2011**) if you are a New Employee. However, because an Early Retirement Pension begins before your normal retirement date, it is reduced for each month that your early retirement date precedes age 65 to reflect the fact that this pension benefit is expected to be paid to you for a longer period of time. For example, if you retire on November 1, 2010 at age 63 with 250 months of Credited Service, all of which was earned prior to May 1, 2010, the monthly pension benefit of \$1,625.00, payable at normal retirement date ($250/300 \times \$1,950.00 = \$1,625.00$), will be reduced by 16% giving you a monthly Early Retirement Pension of \$1,365.00 (\$1,625.00 reduced by \$260.00 [$16\% \times \$1,625.00 = \260.00]). The following table shows the percentage of reduction for pensions at various ages:

64	8%
63	16%
62	24%
61	32%
60	40%
59	44%
58	48%
57	52%
56	56%
55	60%

Remember you may retire early and immediately receive an **unreduced** pension, regardless of your age, as soon as you have earned 300 months (25 years) of Credited Service which are not interrupted by a Break in Service Year. **In the calculation of this pension, only Credited Service up to April 30, 2010 will be counted.**

Illustrations of pension benefits for both normal and early retirement are presented in **Appendix B** of this booklet.

Eligibility Conditions	Monthly Benefit Amount	Commencing	Duration
(B) FOR TERMINATED VESTED EMPLOYEES			
➤ 5 Years of Service**	50% Joint & Survivor reduced Benefit	Employees Age 55	Lifetime
➤ Attained age 55**, 5 Years of Service	50% Joint & Survivor reduced Benefit	Immediate	Lifetime
➤ Attained Age 62**	50% Joint & Survivor reduced Benefit	Immediate	Lifetime

PRE-RETIREMENT DEATH BENEFITS FOR SINGLE EMPLOYEES

Eligibility Conditions	Monthly Benefit Amount	Commencing	Duration
(A) FOR ACTIVE EMPLOYEES — IF ELECTED			
➤ Attained age 62	50% Joint & survivor reduced Benefit paid to designated Contingent Annuitant	Immediate	Lifetime
(B) FOR TERMINATED VESTED EMPLOYEES			
None			

*Married Employees who have attained age 62 may name a non-spousal Beneficiary, provided their Spouse consents, in which case benefit (1) will not be paid.

**Employee must satisfy conditions at date of termination of employment.

VI. REQUIRED DISTRIBUTION DATE

Your pension benefit will normally be paid on the first day of the month coincident with or next following your retirement unless you elect to defer payment until your normal retirement date. However, in compliance with IRS regulations, you **must** commence your pension benefit no later than the April 1st following the calendar year in which you attain age 70½, or, if later, your actual retirement date.

If you continue in Covered Employment after your normal retirement date, you will continue to earn additional pension credits as long as you continue in Covered Employment.

You may elect any option available under the Plan upon your initial distribution. This option will remain in effect for payment of any additional pension credits.

The full pension benefit of \$1,074 is payable, because it does not exceed the maximum pension benefit allowable at the time of retirement (\$1,950), nor does the Credited Service taken into account (214 months + 50 months = 264 months) exceed 300 months.

3. **New Employees who had previously been Present Employees.** If you are a New Employee at the time of your retirement but had previously been a Present Employee after October 31, 1968, your pension benefit will be calculated in two parts. First, you will receive an amount equal to the maximum pension benefit payable to Present Employees under the Plan at the time you lost your status as a Present Employee.

Second, for all the months of Credited Service, which you earned **after** becoming a New Employee, you will receive an amount determined in the manner described in item (1) or (2) above depending on whether you incurred a Break in Service Year after becoming a New Employee.

In no event, however, will your monthly pension benefit exceed the maximum monthly pension benefit payable under the Plan at the time you last terminated Covered Employment. For example, if you worked from February 1956 to September 1987, incurred a Break in Service Year, returned to work as a New Employee on January 10, 2006, and terminated Covered Employment on February 28, 2010, your pension benefit would be calculated as follows:

For Credited Service as a New Employee from January 10, 2006 to February 28, 2010 = 50 months

$(50/300 \times \$1,950)$
(maximum monthly pension benefit at 2/28/2010) = \$325.00

For Credited Service as a Present Employee from February 1956 to September 1987 = \$650.00*

Monthly Pension Benefit at Normal Retirement Pension = \$975.00.

*Monthly pension benefit for Present Employees at September 1987.

The full amount of \$975.00 is payable because it does not exceed the maximum monthly pension benefit payable at your last date of termination (\$1,950.00).

APPENDIX D

QUALIFIED DOMESTIC RELATIONS ORDERS

Although generally the Fund will not pay benefits of Participants to a third party, the law and the Plan provide for an exception in the case of a Qualified Domestic Relations Order ("QDRO"). When the Fund Office receives any judgment, decree, or order (including approval of property settlement agreement) that requires the Plan to pay benefits to an alternate payee pursuant to a state domestic relations law, the Plan will notify the Participant and the alternate payee of the receipt of that judgment and the procedures for determining whether it is a QDRO.

An alternate payee means any Spouse, former Spouse, child, or other dependent of a Participant recognized by a domestic relations order as having a right to receive all, or a portion of, the benefits payable under the Plan. To the extent provided in any QDRO, the former Spouse of a Participant is treated as the surviving Spouse for purposes of the provisions for the 50% Joint and Survivor Annuity and Preretirement Survivor Benefit if the former Spouse and Participant were married for at least one year as of the date of divorce.

In order to receive benefits from the Plan, the alternate payee(s) must furnish the Trustees with a copy of the domestic relations order, certified by the clerk of the court issuing the order.

Upon receipt of a certified copy of a domestic relations order, the Trustees shall promptly:

- A. Send notice to the Participant and any alternate payee(s) of their receipt of the order and provide said persons with a copy of this section of the Summary Plan Description,
- B. Determine whether the order is a Qualified Domestic Relations Order, and
- C. Notify the Participant and all alternate payee(s) of such determination.

If the determination is that the order is a QDRO, the notification in C. shall set forth the date on which payments are scheduled to commence. If the determination is that the order is not qualified, the notification in C. shall set forth the specific reasons for the conclusion. The Participant and the alternate payee(s) may appeal any determination made in accordance with the Plan's appeal procedure, a copy of which shall be included with the determination letter. All notices will be mailed to the address(es) specified in the order. An alternate payee may designate representatives for service of notices.

Upon written notice from a Participant or potential alternate payee that a QDRO is being sought, the Trustees will place a hold on the distribution of all benefits to a Participant for 90 days. The Trustees will withhold a lesser amount on notice that either the Participant or alternate payee is seeking an order which would require that only a portion of the Participant's benefits be paid to an alternate payee. If, within such 90 days, an order determined to be qualified by the Trustees and/or Plan Counsel is entered by a court of competent jurisdiction, the Trustees will pay the withheld amounts to the person(s) entitled to receive them. If within the 90 days, no qualified order is entered, the Trustees will pay the withheld amount to the person who would have received the amounts if the Plan had not received notice

that a QDRO was being sought. If the Trustees thereafter receive a qualified order, payments will be made in accordance with the order, but prospectively only.

In the event the Trustees are unable to make a determination whether an order is or is not a QDRO prior to the next scheduled distribution of benefits to the Participant whose benefits are subject to the order, the Trustees shall segregate in a separate account or in an escrow account the amount that would have been payable to the alternate payee(s) had the order been determined to be a QDRO and shall continue to segregate such amounts until the earlier of the date a determination is made or the expiration of 18 months.

If within such 18 months the Trustees and/or Plan Counsel determine the order to be a QDRO, the Trustees shall pay the segregated amounts (plus any interest earned thereon) to the person(s) entitled to receive them. If, within the 18 months, the order is determined not to be a QDRO or, after the 18 month period has expired, no determination is made, the segregated amounts (plus any interest) shall be paid to the person who would have received the amounts if there had been no order. Thereafter, any determination that such order is a QDRO shall apply prospectively (i.e., the Plan shall not be liable for payments to an alternate payee(s) for the period before the order was determined to be a QDRO). The Plan shall be discharged from any obligation or liability to any Participant or alternate payee(s) to the extent of any payment made pursuant to these procedures, provided the Trustees have acted in accordance with their fiduciary responsibility.

The Trustees may require any Participant and any alternate payee(s) to furnish to them, such releases, documents, or information as the Trustees require for the administration of the Plan and this Appendix.

To insure that compliance with a QDRO does not increase the actuarial cost to the Plan, an adjustment in the amount and/or form of the payment to the Participant shall be made by the Trustees where the order would otherwise result in such increase in actuarial cost. In determining the extent of such adjustment, the actuarial basis to be employed is the basis employed, by the actuarial advisor to the Trustees, for long-term forecasting in the most recent actuarial valuation completed by such actuarial advisor prior to the date of such adjustment. The Plan will honor the judgment as a QDRO if it meets all of the following requirements:

- A. It must relate to the provision of child support, alimony, or marital property rights to a Spouse, former Spouse, child or other dependent of a Participant, and must be made pursuant to a state domestic relations law.
- B. It must create or recognize an alternate payee's rights to receive all or a portion of the Participant's benefits.
- C. It must clearly specify the name and last known address of the Participant and the mailing address of each alternate payee covered by the order.
- D. It must specify the amount or percentage of the Participant's benefits to be paid by the Plan to the alternate payee or the manner in which the amount is to be determined.
- E. It must specify the number of payments or period to which the order applies, and each Plan to which the order applies.

For example, if a New Employee had earned only 250 months of Credited Service when he/she retired on May 1, 2010, his/her normal retirement date, his/her pension benefit will be \$1,625.00 per month ($250/300 \times \$1,950 = \$1,625.00$).

2. **New Employees who have incurred a Break in Service Year.** If you have been a New Employee for the entire period prior to retirement but have incurred a Break in Service Year, your pension benefit will be calculated in two parts. First, for all of the months of Credited Service you earned **after** the Break in Service Year, you will receive an amount determined in the same manner as the pension benefit of a New Employee who had not incurred a Break in Service Year.

Secondly, for the months of Credited Service you earned **before** the Break in Service Year, you will receive a proportionate part of the maximum pension benefit which was payable under the Plan before the Break in Service Year occurred. This amount will be determined as described in the preceding paragraph.

If you have incurred more than one Break in Service Year, the same method will be applied, but the number of parts in which your pension benefit will be calculated will be equal to your number of separate periods of Covered Employment.

Similar to the situation in Item 1.b., Credited Service earned from May 1, 2010 through December 31, 2011 will not be counted in calculating your pension benefit.

In no event, however, will your pension benefit be based on more than 300 months of Credited Service nor will your pension benefit exceed the maximum pension benefit payable under the Plan at the time of your termination of Covered Employment. For example, if you worked from January 1, 1979 to October 30, 1996, incurred nine Break in Service Years, returned to work on January 3, 2006 and terminated Covered Employment on February 28, 2010 your pension benefit would be calculated as follows:

January 3, 2006 — February 28, 2010 = 50 months

$50/300 \times \$1,950.00$
(maximum monthly pension benefit at 2/28/2010) = \$325.00

January 1, 1979 — October 30, 1996 = 214 months

$214/300 \times \$1,050.00$
(maximum monthly pension benefit at 10/30/1996) = \$749.00

Monthly Pension Benefit at Normal Retirement = \$1,074.00

(You should note that the pension benefit earned during your most recent period of Covered Employment is always calculated first.)

V. NORMAL RETIREMENT PENSION

The maximum pension benefit payable under the Plan is as follows:

For employees whose Covered Employment ceases:

Nov. 1, 1984	Nov. 1, 1986	\$625
Nov. 1, 1986	Nov. 1, 1990	\$650
Nov. 1, 1990	Nov. 1, 1992	\$700
Nov. 1, 1992	Nov. 1, 1993	\$750
Nov. 1, 1993	Nov. 1, 1994	\$950
Nov. 1, 1994	Nov. 1, 1995	\$1,000
Nov. 1, 1995	Nov. 1, 1996	\$1,050
Nov. 1, 1996	Nov. 1, 1997	\$1,200
Nov. 1, 1997	June 1, 1998	\$1,300
June 1, 1998	Nov. 1, 1998	\$1,500
Nov. 1, 1998	Nov. 1, 1999	\$1,600
Nov. 1, 1999	Nov. 1, 2000	\$1,750
Nov. 1, 2000	Nov. 1, 2001	\$1,850
Nov. 1, 2001		\$1,950

*Accruals are frozen during the period of May 1, 2010 through December 31, 2011.

The amount of your lifetime pension benefit will depend upon whether you are a Present Employee or a New Employee at the time you retire, and the date on which you retire. If you are a Present Employee at the time that you retire, you will receive the maximum level of pension benefits payable on the date your Covered Employment ceases.

If you are a New Employee at the time you retire, the amount of your lifetime pension benefit will depend upon your Credited Service, whether you have incurred a Break in Service Year during the entire period prior to retirement, and on whether you had previously been a Present Employee.

1. New Employees who have not incurred a Break in Service Year.

a. If you have been a New Employee for the entire period prior to retirement and have earned at least 300 months (25 years) of Credited Service without incurring a Break in Service Year, you will receive the maximum monthly pension benefit applicable at the time your Covered Employment ceases. For this purpose, only Credited Service through April 30, 2010 will be counted toward this benefit.

b. If you have earned less than 300 months of Credited Service, you will receive a proportionate part of the maximum pension benefit, based on the number of months of Credited Service you have earned. However, Credited Service for the period from May 1, 2010 to December 31, 2011 will not count toward this benefit.

The Plan will not consider a judgment to be a Qualified Domestic Relations Order if it:

- A. Requires the Plan to provide any type or form of benefit or any option not provided under the Plan;
- B. Requires the Plan to provide increase benefits (determined on the basis of actuarial value);
- C. Requires the payment of benefits to an alternate payee that are required to be paid to another alternate payee under another order previously determined to be a Qualified Domestic Relations Order.
- D. Is entered after the Participant's death.
- E. Allows a Joint and Survivor form of payment with respect to the alternate payee and his or her subsequent spouse.

The Plan will pay benefits pursuant to a Qualified Domestic Relations Order no earlier than the Participant's earliest retirement date. The Plan will honor a Qualified Domestic Relations Order that requires benefits to be paid to an alternate payee at a time when benefits are not payable to the Participant because the Participant has not retired or separated from service. If a Participant dies before the earliest retirement date, the alternate payee will be paid benefits only if the Qualified Domestic Relations Order requires benefits to be paid.

If you are considering getting a QDRO, you should request a copy of the Fund's QDRO procedures to assist you or your lawyers in the process. The Fund's QDRO Procedures will govern the Fund's review of a QDRO.

APPENDIX E

PLAN PROVISIONS REGARDING SUSPENSION OF NORMAL AND EARLY PENSION

In the event a Normal Pensioner works at least 40 hours in Prohibited Employment (one hour for an Early Pensioner) in the Plan Area in a month for which the Pensioner is entitled to a Normal or Early Pension payment hereunder as the result of successful application for such payment, the pension payment hereunder as the result of successful application for such payment, the pension payment hereunder for such month shall be withheld and forfeited provided the proper notice is provided to the Pensioner by the Trustees.

For the purpose of this Appendix, Prohibited Employment means employment or self-employment (whether union or non-union, whether actually working or supervising such work, whether contributions are required to be made to the Fund on account of such work or not) for which the Pensioner is compensated by an Employer:

- A. In the same industry in which Employees covered by the Plan worked at the effective date of the affected Employee's Pension, and
- B. In the same profession, trade, or craft in which the affected Employee worked at any time that was classified as Pension Credit for such Employee.

For the purpose of this Appendix, "Plan Area" means the states of Connecticut, New Jersey, and New York.

No pension benefit payments may be withheld from a Pensioner in any month unless, and until, during the first such month the Trustees notify the Pensioner of the suspension. Such notification shall be delivered personally or by first class mail and shall contain:

- A. A description of the reason pension payments are being suspended,
- B. A general description of this Appendix,
- C. A copy of this Appendix,
- D. A statement that an appeal of the Trustees' decision in this matter may be accomplished using the Plan's claim denial appeal procedure,
- E. A statement that the Department of Labor regulations dealing with suspension of benefits may be found in Section 2530.203-3 of the Code of Federal Regulations, and
- F. A copy of the section of this Appendix dealing with recovery of payments that should have been withheld.

Subject to correction by actual evidence, the Trustees may presume that a Pensioner who works at least some time in Prohibited Employment in a month has or will work at least 40 hours in such Prohibited Employment in that month unless, within five days of the start of such employment, the Pensioner notifies the Trustees of such commencement and has not refused to cooperate with reasonable requests by the Trustees to assist them in administering the provisions of this Appendix.

In order that the payment of monthly pension benefits be resumed under this Plan once a suspension described in the first two sections of this Appendix has taken place, the Pensioner must notify the Trustees in writing that such Pensioner has ceased working in Prohibited Employment.

IV. RETIREMENT CONDITIONS

The Plan provides for your normal retirement on the day on which you reach age 65. Of course, you may defer actual retirement beyond this date.

You may also retire prior to age 65, on a reduced pension, as early as the first day of any month following the date you have reached age 55, provided you have completed at least five years of Service.

Any Employee, on whose behalf an Employer has been obligated to make contributions to the Fund for at least 300 months may retire and begin to receive an unreduced pension benefit, regardless of his age at retirement, based upon his Credited Service through April 30, 2010. However, if an Employee has had one or more Break in Service Years, his eligibility for this pension benefit will be determined only on the basis of months of Employment **after** his last Break in Service Year.

Your monthly pension benefit will normally begin as of the first day of the month coincident with or next following the month in which you actually retire (but no later than your Required Distribution Date— see Section VI of this booklet). To avoid any delay in receiving a pension, you should make an application to the Fund 180 days before you are going to retire. Application forms are available at the Fund's office.

Once your pension benefit begins, you will receive regular monthly payments thereafter for the rest of your life.

Suspension of Benefits

However, if you are re-employed, after your retirement begins, in a wholesale, sales managerial or supervisory capacity in the wine or liquor industry with such reemployment existing in the States of Connecticut, New Jersey or New York, your pension benefit will be suspended until you again retire. Your pension benefit will also be suspended if you continue to work 40 or more hours in any month beyond your normal retirement date.

Upon termination of your re-employment and upon reapplication for a pension benefit, payments will resume on the first day of the month following approval of your eligibility to receive a pension benefit. Such pension benefit amount shall be calculated on the basis of your Credited Service earned prior and subsequent to your re-employment, reduced by the actuarial value of the payments previously made, but in no event shall such pension benefit be less than the benefit amount paid prior to the suspension of your pension benefit.

If you receive any pension benefit payments after your re-employment due to your failure to promptly notify the Trustees, such pension benefit payments will be subtracted from any future pension benefits to which you may become entitled. The Trustees also have the right to deduct, from pension benefit payments becoming due after you cease such prohibited employment, any pension benefit payments made during the period of employment and prior to the date the Notice of Suspension was sent to you. In no event, however, will the deduction for any month exceed 25% of the monthly pension benefit otherwise payable to you. No pension benefit payments shall be withheld by the Fund unless the Fund sends you the Notice of Suspension of Benefits.

You may request advice from the Fund's office as to whether specific employment will cause the suspension of your pension benefit payments.

III. SERVICE, CREDITED SERVICE AND BREAK IN SERVICE

If you are a New Employee, eligibility for benefits prior to normal retirement requires completion of a number of Years of Service. **A Year of Service**, as used here, is a calendar year in which you work in Covered Employment for at least one hour during each of five separate months.

The amount of any benefit for which you are eligible is based on your Credited Service. Generally, you receive a month of **Credited Service** for every month your Employer is obligated to make a contribution to the Fund on your behalf.

Both Service and Credited Service are subject to the rules relating to Breaks in Service. Generally, you will incur a **Break in Service Year** for any year during which you do not work at least three months in Covered Employment.

For a detailed explanation of Service, Credited Service and Break in Service, see **Appendix A** at the end of this booklet.

If the resumption of payments occurs prior to 1988, the Trustees shall resume the pension payments to the Pensioner in the same monthly amount that the Pensioner had been receiving prior to suspension. If the resumption of payments occurs after 1987, the Trustees shall resume the pension payments to the Pensioner in a monthly amount, adjusted annually to the extent required by law, which shall reflect any additional benefit earned.

In either event, such payment shall resume with the first day of the third calendar month following the calendar month in which the Trustees receive the Pensioner's notice called for in this Appendix. Subject to the next paragraph, should the Pensioner be due any payments for months in which the Pensioner did not work the proscribed duration of Prohibited Employment, such withheld payments shall be paid upon recommencement of pension payments.

In the event a Pensioner receives a monthly pension payment for a month for which the Trustees have the right to withhold and forfeit such payment, the Trustees shall recover such payment by reducing the payment otherwise payable to the Pensioner for the months immediately following the Pensioner's cessation of work in Prohibited Employment for which payment is not due until the third month following the Pensioner's notification to the Trustees called for in the preceding paragraph. If the reductions described in the prior sentence are not sufficient to permit recovery of payments that should not have been made, the Trustees shall recover such unrecovered difference by reducing the otherwise size of future recommenced monthly pension payments by no more than 25% until such recovery is complete.

A Pensioner or Employee may write to the Trustees to determine if an actual or contemplated employment is Prohibited Employment, and the Trustees shall reply to such request for information after securing enough details to make such a judgment.

APPENDIX F

ROLLOVER PROVISIONS

Notwithstanding any provision of the Plan to the contrary that would otherwise limit a Participant's election under this Appendix, a Participant may elect, at the time and in the manner prescribed by the Trustees, to have any portion of an Eligible Rollover Distribution paid directly to and Eligible Retirement Plan specified by the Participant in a Direct Rollover request.

For purposes of this Appendix, the following terms shall have the meanings indicated:

- A. Direct Rollover — A Direct Rollover is a payment by the Plan to the Eligible Retirement Plan specified by the Participant
- B. Participant — A Participant includes an employee or former employee. In addition, the employee's or former employee's surviving spouse and/or alternate payee(s) under a Qualified Domestic Relations Order as defined in Section 414(p) of the Internal Revenue Code, are Participants with regard to the interest of the spouse or former spouse.
- C. Eligible Retirement Plan — An Eligible Retirement Plan is 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 Code, an annuity plan described in Section 403(a) of the Code, or a qualified trust described in Section 401(a) of the Code, that accepts the Participant's Eligible Rollover Distribution. However, in the case of an Eligible Rollover Distribution to the surviving spouse, an Eligible Retirement Plan is an individual retirement account or individual retirement annuity.
- D. Eligible Rollover Distribution — An Eligible Rollover Distribution is any distribution of all or any portion of the balance of the credit of the Participant under the Plan, except that an Eligible Rollover Distribution does not include:
 - 1. Any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the Participant or the joint lives (or joint life expectancies) of the Participant and the Participant's designated beneficiary, or for a specified period of ten years or more, or
 - 2. Any distribution to the extent such distribution is required under Section 401(a)(9) of the Internal Revenue Code, or
 - 3. The portion of any distribution that is not includable in gross income

II. NEW AND PRESENT EMPLOYEES

Your rights and benefits under the Plan depend on whether you are a Present Employee or a New Employee. A **New Employee** is an employee who first entered employment under a collective bargaining agreement calling for contributions to the Fund after November 1, 1956. A **Present Employee** is an employee who, on November 1, 1956:

- 1. was covered under a collective bargaining agreement with the Union calling for contributions to the Fund; or
- 2. was a full time paid employee or officer of the Union, on whose behalf contributions were made to the Fund; or
- 3. was covered by an Employer plan other than the Plan, and then later transferred to employment covered under this Plan **before** he earned a vested right to a pension from the other employer plan.

However, a Present Employee who quits, is discharged or retires, and is later reemployed after a period of one or more years during which he failed to work at least three months, will lose his status as a Present Employee and will become a New Employee, for the purpose of determining the benefits that he earns after his return to Covered Employment.

I. PARTICIPATION

If you are a collective bargaining unit employee ("Employee") represented by the Liquor Salesmen's Union Local 2-D, United Food and Commercial Workers' Union ("Union") employed by an employer who is a party to a collective bargaining agreement with the Union ("Employer"), calling for contributions to this Fund, you are eligible to participate in the Plan. If you are not sure whether your Employer is a contributing Employer under this Plan, please contact the Fund's office where a complete list of contributing Employers is available.

You are also eligible to participate in the Plan if you are a paid officer or employee of any of the following:

- (a) the Union; or
- (b) the Fund; or
- (c) the Insurance Fund of Liquor Salesmen's Union Local 2; or
- (d) the Liquor Salesmen's Local 2 Severance Fund.

If you are an Employee, you will become a participant in the Plan on the first day for which a contribution from a contributing Employer is made to the Fund on your behalf. No action is required by you to participate.

The word **Employer**, wherever capitalized in this booklet, means an Employer who is a party to a collective bargaining agreement with the Union calling for contributions to the Fund as well as any Employer named in items (a), (b), (c) or (d) above.

Covered Employment means employment with a contributing **Employer** for which contributions are required under a collective bargaining agreement with the Union.

APPENDIX G

GENERAL INFORMATION

NAME OF THE PLAN:

Retirement Plan of the Liquor Salesmen's Union Local 2 Pension Fund

PLAN ADMINISTRATOR:

Board of Trustees, Liquor Salesmen's Union
Local 2 Pension Fund
8402 18th Avenue
Brooklyn, NY 11214

NAME AND ADDRESS OF PLAN SPONSOR TRUSTEE:

Board of Trustees, Liquor Salesmen's Union
Local 2 Pension Fund
8402 18th Avenue
Brooklyn, NY 11214

EMPLOYER IDENTIFICATION NUMBER:

51-0156423

PLAN IDENTIFICATION NUMBER:

001

AGENT FOR SERVICE OF LEGAL PROCESS

Board of Trustees, Liquor Salesmen's Union
Local 2 Pension Fund
8402 18th Avenue
Brooklyn, NY 11214

Service of Legal Process also may be made on any Plan Trustee.

COLLECTIVE BARGAINING AGENT:

UFCW Local 2D
Affiliated with the Distillery, Wine & Allied Workers' Division
of The United Food & Commercial Workers' International Union, CLC

PLAN YEAR:

January 1 - December 31.

FUNDING MEDIUM FOR THE ACCUMULATION OF ASSETS:

Benefits are provided from the Fund's assets accumulated under the provisions of the collective bargaining agreements and the Trust Agreement. They are held in a trust fund for the purpose of providing benefits and paying reasonable administrative expenses. Assets of the Plan are invested by investment manager(s) under the supervision of the Board of Trustees and an investment advisor.

APPLICABLE COLLECTIVE BARGAINING AGREEMENTS

This Plan is maintained under collective bargaining agreements which are available for inspection at the Fund Office without charge. A copy may be obtained upon written request of the Plan Administrator with a 25¢ per page charge for copying costs.

BENEFITS AND RULES CHANGES

It is intended that this Plan will be maintained indefinitely. However, to the extent permitted by law, the Trustees reserve the right to modify or reduce benefit coverage or to change any rule or regulation, in order to protect the financial soundness of the Plan or to better serve the Participants. Any changes made will be uniformly applied to all Participants. In addition, the Liquor Salesmen's Union Local 2 and the Contributing Employers may amend or terminate this Plan and the Fund at any time if and to the extent provided in the collective bargaining agreement between them.

The Trustees have the sole power and discretion to construe the provisions of the Plan and the terms used herein. Any construction adopted by the Trustees in good faith is binding on the Union, the Contributing Employers, and all Plan Participants.

April 2010

INTRODUCTION

The Retirement Plan ("Plan") of the Liquor Salesmen's Union Local 2 Pension Fund ("Fund") was established effective November 1, 1956 as a result of collective bargaining. It was amended and restated, effective January 1, 1976, to conform to the Employee Retirement Income Security Act of 1974 (ERISA), again effective January 1, 1980 and January 1, 1985, to conform to the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA), the Tax Reform Act of 1984 (TRA) and the Retirement Equity Act of 1984 (REA), again effective January 1, 1989 to conform to changes made by the Tax Reform Act of 1986, the Omnibus Budget Reconciliation Act of 1986 and 1987, the Technical Miscellaneous Revenue Act of 1988 and the Revenue Reconciliation Act of 1989, again effective January 1, 2002 to comply with the Uruguay Round Agreements Act (GATT), the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), the Small Business Job Protection Act of 1996 (SBJPA), the Taxpayer Relief Act of 1997 (TRA97) and the Internal Revenue Service Restructuring and Reform Act of 1998 (RRA), collectively referred to as "GUST", and the Economic Growth and Tax Relief Reconciliation Act of 2001 (EGTRRA). The most recent revision, effective January 1, 2010, has been made to conform the Plan to changes made by the Job Creation and Worker Assistance Act of 2002 (JCWAA), the Pension Funding Equity Act of 2004 (PFEA), the American Jobs Creation Act of 2004 (AJCA), and the Pension Protection Act of 2006 (PPA '06).

As a result of further collective bargaining, the Plan has been amended from time to time, most recently as of May 1, 2010. **Your right to receive a pension will be determined by the Plan in effect at the time you left work with a Contributing Employer.**

The Plan, a defined benefit pension plan, is intended to provide income which, together with Social Security and personal savings, will take care of your principal financial needs in your retirement years.

Although the primary purpose of the Plan is to provide you with income after retirement, benefits are also provided in the event your active employment ceases because of death, disability or if your employment is terminated for any other reason before you reach retirement age. The conditions as to age and length of service which must be met in order to qualify for such benefits are described in this booklet.

This booklet was prepared to help you understand your Plan. **The information included, however, is not to be considered a substitute for the Plan itself; it is merely a summary and explanation of the principal provisions of the Plan. In the event of any conflict between this Summary Plan Description and the terms of the Plan, the terms of the Plan will govern.**

Please remember that no one other than the Fund Office can verify your eligibility or benefits. Do not rely upon any statement, either oral or written, regarding eligibility or benefits under the Plan made by your Employer, Shop Steward, or other Union agent..

Whether your retirement is close at hand or many years in the future, you are urged to read this booklet. It is to your advantage to know how the provisions of the Plan can help you. If you have any questions or if you are in doubt about how the provisions of the Plan apply to you, you should, for your own permanent record, write to the Fund Office or the Trustees. You will then receive a written reply, which will provide you with a permanent reference.

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**SUMMARY PLAN DESCRIPTION
OF
RETIREMENT PLAN**

**Liquor Salesmen's Union
Local 2 Pension Fund**

**8402 18th Avenue
Brooklyn, NY 11214
Tel: 718-331-0030**

BOARD OF TRUSTEES

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Martin Mann
Vincent Volpe

EMPLOYER TRUSTEES

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CERTIFIED PUBLIC ACCOUNTANT

Michael Jacobson, C.P.A.