

I.A.T.S.E. ANNUITY FUND

RULES AND REGULATIONS

(as amended and restated, effective as of January 1, 2014)

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I.A.T.S.E. ANNUITY FUND RULES AND REGULATIONS

Unless it is specifically indicated otherwise, these I.A.T.S.E. Annuity Fund Rules and Regulations (the “Plan”) apply to benefit payments awarded under the Plan on or after January 1, 2014 to Employees who have worked in Covered Employment on or after that date. Except as otherwise provided, the rights of other Annuitants and Employees who left Covered Employment before January 1, 2014 are governed by the terms of the Plan in effect at the time they left Covered Employment.

Pursuant to the authority vested in the Board of Trustees of the I.A.T.S.E. Annuity Fund under an Agreement and Declaration of Trust entered into the 21st day of September, 1973, as amended, the Board of Trustees of the I.A.T.S.E. Annuity Fund has from time to time supplemented and amended the Plan, and has amended and restated the Plan effective as of January 1, 2014, to incorporate Plan amendments made since the last amendment and restatement of the Plan, which was effective as of January 1, 2008, and to make certain additional changes required or permitted under recent legislative and regulatory changes, and to make certain other desired changes, to read as follows:

ARTICLE I

Definitions

Section 1.01 Account Balance.

“Account Balance” means the sum of the amounts credited at a particular point in time to the Employee’s Employer Contribution Account, Rollover Contribution Account, and Salary Reduction Account valued as of the close of business on the immediately prior business day of the New York Stock Exchange.

Section 1.02 Annuitant.

“Annuitant” means a Participant who retires and who receives a benefit from the Fund.

Section 1.03 Annuity Starting Date.

- (a) Subject to (b) below, a Participant’s Annuity Starting Date is the first day of the first calendar month starting after the Participant has fulfilled all of the conditions for entitlement to benefits and after the later of:
- (1) The month following the month after submission by the Participant of a completed application for benefits, or
 - (2) 30 days after the Plan advised the Participant of the available benefit payment options, unless
 - (i) the benefit is being paid as a Joint and Survivor Pension at or after the Participant’s Normal Retirement Age,
 - (ii) the benefit is being paid out automatically as a lump sum under Article 7.04, or
 - (iii) the Participant has been provided with information that clearly indicates that the Participant has at least 30 days to consider whether to waive the Joint and Survivor Pension and elect (with the Participant’s Spouse’s consent) a different form of distribution; the Participant is permitted to revoke any affirmative distribution election at least until the first day of the first period for which his benefits are paid or, if later, at any time prior to the expiration of the 7 day period that begins the day after the explanation of the Joint and Survivor Pension to the Participant; and the first day of the first period for which his benefits are paid is a date after the date that the written explanation was provided to the Participant.
- (b) The Annuity Starting Date will not be later than the Participant’s Required Beginning Date as defined in Section 1.26.

- (c) The Annuity Starting Date for a Beneficiary or alternate payee will be determined above, except that references to the Joint and Survivor Pension and spousal consent do not apply.

Section 1.04 Beneficiary.

“Beneficiary” means a person (other than an Annuitant) who is entitled to receive benefits under this Plan because of his designation for such benefits by an Annuitant or who is otherwise entitled to benefits upon the death of a Participant or Annuitant.

Section 1.05 Code.

“Code” means the Internal Revenue Code of 1986, as amended from time to time, and any regulations issued pursuant thereto.

Section 1.06 Collective Bargaining Agreement.

“Collective Bargaining Agreement” or “Agreement” means a written agreement between the Union and an Employer, participation agreement between the Union and the Trustees, or participation agreement by the Fund (or affiliated Funds) on behalf of its employees, that requires Contributions to be made to the Fund on behalf of Employees.

Section 1.07 Compensation.

“Compensation” for any period shall mean the Employee’s “wages” paid to him by the Employer during such period, as defined in Section 3401(a) of the Code for purposes of income tax withholding at the source, but determined without regard to any rules that limit remuneration included in wages based on the nature or location of employment or services performed (such as the exception for agricultural labor under Section 3401(a)(2) of the Code); subject, however, to the following provisions:

- (a) For purposes of determining contributions under a Salary Reduction Agreement and calculating the Average Deferral Percentage Test, Compensation shall include any “elective contributions” or “deferred compensation” as defined in paragraph (b) below.
- (b) For purposes of this Section, “elective contributions” shall mean any amount which is contributed by the Employer pursuant to a Salary Reduction Agreement and which is not includible in the gross income of the Employee under Section 125, 132(f)(4), 402(a)(8), 402(h) or 403(b) of the Code, and “deferred compensation” shall mean any amount deferred under an eligible deferred compensation plan within the meaning of Section 457 of the Code, or any employee contributions under a government plan described in Section 414(h)(2) of the Code that are “picked up” by the Employer and thus treated as an Employer contribution.
- (c) For any bargaining unit where the Collective Bargaining Agreement excludes all or any portion of irregular or additional compensation (such as overtime, per diem, shift differentials or penalties) for purposes of determining the non-elective contribution and

salary deferrals under Section 11.03 to the Fund, such amounts shall not be included in Compensation.

The annual compensation of each Participant taken into account in determining allocations for any Plan Year shall not exceed \$260,000, as adjusted for cost-of-living increases in accordance with section 401(a)(17)(B) of the Code. Annual compensation means compensation during the Plan Year or such other consecutive 12-month period over which compensation is otherwise determined under the Plan (the determination period). The cost-of-living adjustment in effect for a calendar year applies to annual compensation for the determination period that begins with or within such calendar year.

Section 1.08 Contributions.

“Contributions” means the payments required to be made to the Fund by Employers by the terms of the Collective Bargaining Agreements in force from time to time without regard to current or accumulated earnings and profits for the taxable years affected, and shall include Non-Elective Employer Contributions and Salary Reduction Contributions.

The term “Contributions” shall also mean Rollover Contributions, as defined in Section 5.02 rolled over into the Annuity Fund as permitted by law from another defined benefit or defined contribution plan qualified under Code Section 401(a) and exempt from taxation under Code Section 501(a) provided such rollover was with the consent and approval of the Trustees.

Section 1.09 Covered Employment.

“Covered Employment” means employment of an Employee by an Employer for which the Employer is obligated to contribute to the Fund.

Section 1.10 Employee.

“Employee” means any person employed by an Employer and for whom a Contribution is required to be made to the Fund pursuant to a Collective Bargaining Agreement. If the Union or the Fund (or affiliated Funds) is an Employer, the employees with respect to whom such Employer participates in this Plan are to be deemed Employees. The term Employee shall not include any self-employed person, sole proprietor or partner of a business entity which is an Employer.

The term “Employee” also includes a “leased employee” of an Employer within the meaning of Code Sections 414(n) or 414(o) unless such leased employees are covered by a plan described in Code Section 414(n)(5) and such leased employees do not constitute more than 20% of the service recipient’s non-highly compensated work force. “Leased employee,” as defined in Code Sections 414(n) or 414(o) means any person (other than an employee of the service recipient) who pursuant to an agreement between the service recipient and any other person (“leasing organization”) has performed service for the recipient (or for the recipient and related persons determined in accordance with Code Section 414(n)(6)) on a substantially full-time basis for a period of at least 1 year, and such services are performed under primary direction or control of the recipient. Contributions or benefits provided to a leased employee by the leasing

organization which are attributable to services performed for the recipient employer shall be treated as provided by the recipient employer.

Section 1.11 Employer.

“Employer” means an employer that is required to contribute to the Fund pursuant to the terms of a Collective Bargaining Agreement.

Employer shall include the Union with respect to its officers and full-time salaried employees providing the Union agrees to contribute for its full-time salaried employees on the same basis as its officers. Employer shall include the Fund (and affiliated Funds) with respect to its employees.

The term “Employer” also includes all corporations, trades or businesses under common control with the Employer within the meaning of Code Section 414(b) and (c).

For purposes of identifying Highly Compensated Employees and applying the rules on participation, vesting and statutory limits on benefits under the Fund, as well as the rules for Top-Heavy plans, but not for determining Covered Employment, the term “Employer” includes all members of an affiliated service group with the Employer within the meaning of Code Section 414(m) and all other businesses aggregated with the Employer under Code Section 414(o).

Section 1.12 Employer Contribution Account.

“Employer Contribution Account” means the account established for a Participant pursuant to Section 3.01(c).

Section 1.13 ERISA.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended from time to time, and any regulations issued pursuant thereto, as such law affects the Plan.

Section 1.14 Fund.

“Fund” means the I.A.T.S.E. Annuity Fund and its trust estate, the assets of which shall be valued at fair market value.

Section 1.15 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 1.16 Highly Compensated Employee.

“Highly Compensated Employee” shall mean any Employee who performed service for the Employer during the determination year, and (1) during the look back year received Compensation in excess of \$115,000, or (2) was a “5% owner” (as defined in Section 416(i)(1))

of the Code) at any time during the look back year or determining year. The following rules shall apply in determining Highly Compensated Employees:

- (a) For purposes of this Section, “determination year” shall mean the Plan Year for which the determination of Highly Compensated Employee is being made, and “look back year” shall mean the 12 month period immediately preceding the determination year.
- (b) A Highly Compensated Employee includes any Employee who separated (or was deemed to have separated) from service prior to the determination year, performs no service for the Employer during the determination year, and was a Highly Compensated Employee for either the separation year or any determination year ending on or after the Employee’s 55th birthday.
- (c) The threshold \$115,000 amount above shall be adjusted at the same time and the same manner as the dollar limit under Section 415(d) of the Code.

The determination of who is a Highly Compensated Employee, including the determination of the Compensation that is considered, shall be made in accordance with Section 414(q) of the Code and the regulations thereunder.

Section 1.17 Limitation Year.

“Limitation Year” means the Plan Year. If the Limitation Year is amended to a different 12 consecutive month period, the new Limitation Year must begin on a date within the Limitation Year in which the amendment is made.

Section 1.18 Non-Elective Employer Contributions.

“Non-Elective Employer Contributions” shall be those contributions paid to the Plan by the Employer pursuant to Section 6.01.

Section 1.19 Non-Highly Compensated Employee.

“Non-Highly Compensated Employee” shall mean any Employee who is not a Highly Compensated Employee.

Section 1.20 Normal Retirement Age.

The term “Normal Retirement Age” means the later of age 65 or the fifth anniversary of Plan participation. Effective January 1, 2010, Normal Retirement Age for Salary Reduction Contributions in a Participant’s Salary Reduction Account on and after that date shall be 59 ½.

Section 1.21 Participant.

“Participant” means any Employee who has met the eligibility requirements of Section 2.01 and becomes a Participant in the Plan pursuant to Article II, and shall include any former Employee who is receiving or is eligible to receive benefits under the Plan.

Section 1.22 Plan.

“Plan” means the Rules and Regulations set forth herein, which are intended to and do hereby establish this as a profit-sharing plan within the meaning of Section 401(a) of the Code and other applicable provisions of the Code.

Section 1.23 Plan Year.

The term “Plan Year” as used herein shall mean the twelve-month period January 1 to December 31.

Section 1.24 Qualified Joint and Survivor Annuity.

A “Qualified Joint and Survivor Annuity” means an annuity for the life of the Participant with a survivor annuity for the life of the Participant’s Spouse which is 50% or 75% of the amount of the annuity payable during the joint lives of the Participant and the Participant’s Spouse. The Qualified Joint and Survivor Annuity benefit will be the amount of monthly lifetime benefits that can be purchased from an insurance company with, and is the actuarial equivalent of, the Account Balance in the Participant’s Individual Account at the time payment is due.

Section 1.25 Qualified Preretirement Survivor Annuity.

“Qualified Preretirement Survivor Annuity” means an annuity for the life of the surviving Spouse of a deceased Participant. The Qualified Retirement Survivor Annuity will be the amount of monthly lifetime benefits that can be purchased from an insurance company with, and is the actuarial equivalent of not less than 50% of the Account Balance of the Participant at the time payment is due.

Section 1.26 Required Beginning Date.

A Participant’s “Required Beginning Date” as used herein shall mean April 1 of the calendar year following the later of the calendar year in which the Participant attains age 70 ½ or retires. However, for a 5-percent owner, the required beginning date shall be the April 1 of the calendar year following the calendar year in which the Participant attains age 70 ½.

A Participant shall be deemed a 5-percent owner if he or she is a 5-percent owner (as defined by Code Section 416(i)) of an Employer at any time during the Plan Year ending with or within the calendar year in which such Participant attains age 70 ½. Once distributions have begun to a Participant who is 5-percent owner under this Section, they must continue to be distributed, even if the Participant ceases to be a 5-percent owner in a subsequent year.

Effective January 1, 2010, for those who attain 70 ½ on or after that date, “Required Beginning Date” shall mean the April of the calendar year following the calendar year in which the Participant attains age 70 ½.

Section 1.27 Retirement.

“Retirement” means the complete withdrawal by an Employee from Covered Employment.

Section 1.28 Rollover Contributions.

“Rollover Contributions” means contributions made to the Plan pursuant to Article V.

Section 1.29 Rollover Contribution Account.

“Rollover Contribution Account” means an account established for a Participant pursuant to Section 3.01(b).

Section 1.30 Salary Reduction Account.

“Salary Reduction Account” means an account established for a Participant pursuant to Section 3.01(a).

Section 1.31 Salary Reduction Agreement.

“Salary Reduction Agreement” means the agreement entered into by an Employee with the Employer to reduce his Compensation pursuant to Section 4.01.

Section 1.32 Salary Reduction Contributions.

“Salary Reduction Contributions” means contributions made pursuant to Article IV.

Section 1.33 Single Life Annuity.

A “Single Life Annuity” means an annuity for the life of the Participant. The Single Life Annuity benefit will be the amount of monthly lifetime benefits that can be purchased from an insurance company with, and is the actuarial equivalent of, the Participant’s Account Balance at the time payment is due.

Section 1.34 Spouse

“Spouse” shall mean an individual who is legally married to a Participant, as determined under applicable state and federal law, on the date of his death and, if he does not die during employment, on his Annuity Starting Date.

Section 1.35 Trust Agreement.

“Trust Agreement” means the Agreement and Declaration of Trust entered into on September 21, 1973, as may be amended from time to time, establishing the Fund.

Section 1.36 Trustees.

“Trustees” means the Board of Trustees established by the Trust Agreement and the persons who at any time are acting in such capacity pursuant to the provisions of the Trust Agreement.

Section 1.37 Union and Affiliated Local.

“Union” means the International Alliance of Theatrical Stage Employees, and Moving Picture Technicians, Artists and Allied Crafts of the United States and Canada and also any Affiliated Local of the Union.

ARTICLE II

Participation and Vesting

Section 2.01 Participation and Vesting.

Every Employee shall become a Participant in the Fund with respect to Non-Elective Employer Contributions immediately upon contributions being paid to the Fund on his behalf by an Employer pursuant to a Collective Bargaining Agreement or other agreement. Participation with respect to Salary Reduction Contributions is limited to those Employees whose Employer satisfies the requirements of Section 11.03 or 11.06. A Participant shall be fully and immediately vested in his Account Balance, subject to all of the rules and regulations hereof.

ARTICLE III

Employee Accounts

Section 3.01 Establishment of Accounts. The Plan Administrator shall establish and maintain on behalf of each Employee the following accounts, or accounts of equivalent purpose:

- (a) A **Salary Reduction Account** to which shall be credited the Employee's Salary Reduction Contributions made pursuant to Article IV, and any earnings and/or losses thereon.
- (b) A **Rollover Contribution Account** to which shall be credited any Rollover Contribution made by the Employee pursuant to Article V, and any earnings and/or losses thereon.
- (c) An **Employer Contribution Account** to which shall be credited any Non-Elective Employer Contributions made by the Employer pursuant to Article VI, and any earnings and/or losses thereon.

The Plan Administrator shall also establish and maintain such other accounts for each Employee as may be required to carry out the provisions of the Plan. All payments of benefits to a Participant or his Beneficiary shall be charged against the respective accounts of the Participant.

Section 3.02 Expenses.

The Fund's administrative expenses shall be equally assessed against each Account Balance.

Section 3.03 Entitlement.

The fact that accounts are established and that each Participant becomes immediately and fully vested in the amount in his Account Balance shall not entitle him to a distribution from the Plan except at the time(s) and upon the terms and conditions herein provided.

Section 3.04 Quarterly Statements.

Once each calendar quarter, each Participant who has an Account Balance shall receive a statement reflecting his Account Balance as of the applicable valuation date.

Section 3.05 Account Termination.

A Participant's Account Balance shall be considered terminated in the month in which final payment of the Account Balance is made.

Section 3.06 Participant-Directed Investments.

Each Participant shall have the right to direct the investment of his Account Balance among such options as the Trustees may authorize in compliance with the final Department of Labor Regulations under Section 404(c) of ERISA. This right shall include the right to select from among various investment options offered, to determine the amounts to be allocated to each such

selected investment option, and to change such decisions as and to the extent allowed by the rules adopted by the Trustees. In the event a Participant fails to select any investment option, the Trustees shall select a default option in which the Account Balance of such Participant shall be invested until such time as the Participant selects an option. Selection of investment options shall be on forms provided by the Trustees or their designee, unless selection of investment options is permitted by other means (e.g., via the Internet or by telephone). From time to time the Trustees may designate additional options. The expenses and fees of administering the self-directed investment program shall be charged against the Participant's Account Balance, and deducted from such Account Balance on a regular basis.

Any realized and unrealized losses or gains for each investment option selected by the Participant shall be determined as of the close of business on each day that the New York Stock Exchange is open and shall be debited or credited, as the case may be, to that investment option. Any dividends, interest or distributions earned in a particular option shall be reinvested in that investment option.

Notwithstanding a Participant's investment instructions, where prudent and practicable under the circumstances, the Trustees may invest Contributions received that are pending allocation to each Participant's Account Balance in the default option and allocate any earnings on such Contributions in a reasonable manner among the Participants or to offset administrative expenses.

ARTICLE IV

Salary Reduction Contributions

Section 4.01 Salary Reduction Agreements. Each Employee who is eligible for Salary Reduction Contributions under Section 2.01 and desires to have such Salary Reduction Contributions made on his behalf by his Employer to the Plan shall enter into a Salary Reduction Agreement. Any Salary Reduction Agreement shall remain in effect with respect to such Employer until it is revoked or modified by the Employee pursuant to this Article. All Salary Reduction Agreements shall be made on such form as shall be prescribed by the Plan Administrator.

Section 4.02 Revocation of Salary Reduction Agreements. A Participant may at any time revoke his Salary Reduction Agreement by delivering his written revocation to his Employer. Such revocation shall go into effect as soon as practicable and shall remain in effect for the payroll periods which follow, until revoked or modified in accordance with the rules of the Plan.

Section 4.03 Increase, Decrease of Reduction Amount. A Participant may increase or decrease the amount of his Salary Reduction Agreement, by entering into a new Salary Reduction Agreement. Such modification shall go into effect as soon as practicable and shall remain in effect until revoked or modified in accordance with the rules of the Plan.

Section 4.04 Transmittal of Salary Reduction Contributions. All amounts of Compensation reduced by a Participant pursuant to a Salary Reduction Agreement shall be transmitted by the Employer to the Trust Fund as Salary Reduction Contributions and allocated to each Participant's Salary Reduction Account in accordance with the applicable Collective Bargaining Agreement and as soon as such contributions can reasonably be segregated from the Employer's general assets, but in no event later than 15 business days after the end of the calendar month such contributions would have otherwise been paid to the Participant in cash. The Employer shall transmit all Salary Reduction Contributions to the Trust Fund without regard to Employer profits.

Section 4.05 Return of Contributions. Any Salary Reduction Contributions transmitted by the Employer to the Trust Fund because of a mistake of fact or law may be returned to the Employer only in accordance with the provisions of ERISA and of the Trust Agreement.

ARTICLE V

Employee Contributions

Section 5.01 After Tax Employee Contributions. No after tax Employee contributions by any Employee shall be permitted under the Plan.

Section 5.02 Rollover Contributions.

- (a) Any Employee may contribute a Rollover Contribution to the Plan by filing a written request with the Plan Administrator. Any such request shall include the amount of the Rollover Contribution and a statement satisfactory to the Plan Administrator that such amount constitutes a Rollover Contribution within the meaning set forth below. Any Rollover Contribution contributed to the Plan by an Employee shall be credited to his Rollover Contribution Account as of the date it is received by the Trust Fund, and shall be fully vested and nonforfeitable at all times. For purposes of this Section, "Rollover Contribution" shall mean any rollover amount or Rollover Contribution as defined in Section 402(c)(5) or 403(a)(4) of the Code (relating to certain lump sum distributions from an employer trust or employee annuity plan) or Section 408(d)(3) of the Code (relating to certain distributions from an individual retirement account or individual retirement annuity).
- (b) The Plan will accept Participant rollover contributions and/or direct rollovers of distributions made from the following types of plans.
 - (1) The Plan will accept a direct rollover of an eligible rollover distribution from:
 - (i) A qualified plan described in section 401(a) or 403(a) of the Code, excluding after-tax employee contributions;
 - (ii) An annuity contract described in section 403(b) of the Code, excluding after-tax employee contributions; or
 - (iii) An eligible plan under section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state; or
 - (2) Participant Rollover Contributions from Other Plans: The Plan will accept a Participant contribution of an eligible rollover distribution from:
 - (i) A qualified plan described in section 401(a) or 403(a) of the Code, excluding amounts attributable to designated Roth IRA contributions, as described in section 402A of the Code, and after-tax employee contributions;
 - (ii) An annuity contract described in section 403(b) of the Code, excluding amounts attributable to designated Roth IRA contributions, as described in Section 402A of the Code, and after-tax employee contributions; or

(iii) An eligible plan under section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state.

(3) Participant Rollover Contributions from IRAs:

The Plan will accept a Participant rollover contribution of the portion of a distribution from an individual retirement account or annuity described in section 408(a) or 408(b) of the Code that is eligible to be rolled over and would otherwise be includible in gross income, excluding amounts attributable to designated Roth IRA contributions, as described in Section 402A of the Code, and after-tax employee contributions.

ARTICLE VI

Non-Elective Employer Contributions

Section 6.01

If provided for in a Collective Bargaining Agreement the Employer shall make Non-Elective Employer Contributions for each Participant in accordance with such Collective Bargaining Agreement. The Non-Elective Employer Contribution shall be in addition to any Salary Reduction Contributions made pursuant to Article IV.

Section 6.02

The Non-Elective Employer Contributions paid by the Employer pursuant to Section 6.01 shall be allocated to the Participant's Employer Contribution Account.

Any Non-Elective Employer Contributions transmitted by the Employer to the Trust Fund because of a mistake of fact or law may be returned to the Employer only in accordance with the provisions of ERISA and of the Trust Agreement.

ARTICLE VII

Eligibility and Benefits

Section 7.01 Distribution of Account Balance.

Upon the happening of any event calling for payment of any annuity, lump sum amount or other benefit from the Fund, the amount to be paid, subject to the specific provisions of the following Sections, shall be the Participant's entire Account Balance valued as of the close of business on the last business day of the New York Stock Exchange immediately preceding final processing for payment less any expenses charged against the Participant's Account in connection with such payment.

Section 7.02 Employee Eligibility Requirements and Benefits.

(a) Separation From Service Before Age 55.

If a Participant is not engaged in Covered Employment for 6 consecutive months, such Participant is not employed in any capacity whether or not under a Collective Bargaining Agreement, by any Employer or member of a controlled group or entity otherwise participating in the Plan, and such Participant has not returned to employment at the time the Fund processes his application, the Participant will be deemed separated from service and shall be eligible to receive his Account Balance in the form of a Qualified Joint and Survivor Annuity, a Single Life Annuity, a lump sum or a partial lump sum as the Participant and Spouse, if any, may elect. Upon payment to the Participant of the entire amount in his Account Balance all rights of the Participant and liabilities of the Fund to the Participant shall cease.

(b) Separation From Service Between Age 55 and Normal Retirement Age.

Notwithstanding the provisions of Section 7.02(a), if no Non-Elective Employer Contributions were paid to the Employer Contribution Account of any Participant aged 55 or older for two consecutive months because none were required under a Collective Bargaining Agreement, such Participant is not employed, and has not returned to employment, in any capacity whether or not under a Collective Bargaining Agreement, by any Employer or member of a controlled group or entity otherwise participating in the Plan, and such Participant has not returned to employment at the time the Fund processes his application, the Participant will be deemed separated from service and shall be eligible to receive his Account Balance in the form of a Qualified Joint and Survivor Annuity, a Single Life Annuity, a lump sum or a partial lump sum as the Participant and Spouse, if any, may elect. Upon payment to the Participant of the entire amount in his Account Balance all rights of the Participant and liabilities of the Fund to the Participant shall cease.

(c) Normal Retirement.

Notwithstanding the provisions of Section 7.02(a), or (b) a Participant retiring at or after Normal Retirement Age shall be eligible to receive his Account Balance in the form of a

Qualified Joint and Survivor Annuity, a Single Life Annuity, a lump sum or a partial lump sum as the Participant and Spouse, if any, may elect without being subject to the expiration of the waiting periods specified in Section 7.02(a) or (b). A Participant may also receive a distribution from his or her Salary Reduction Account upon attainment of Normal Retirement Age, even if such Participant has not retired, in the form of a Qualified Joint and Survivor Annuity, a Single Life Annuity, a lump sum or a partial lump sum as the Participant and Spouse, if any, may elect.

(d) Total and Permanent Disability.

If a Participant becomes totally and permanently disabled, he shall be eligible to receive his Account Balance in the form of a Qualified Joint and Survivor Annuity, a Single Life Annuity, a lump sum or a partial lump sum, as the Participant and Spouse, if any, may elect.

A Participant is considered totally and permanently disabled if the Participant is totally and permanently disabled as defined by the Social Security Administration and has received a Social Security Disability Award.

(e) Employee Death Benefit.

- (1) In the event a married Participant dies before he becomes an Annuitant, at least 50% of his Account Balance shall be paid to his surviving Spouse in the form of a Qualified Preretirement Survivor Annuity unless such form of benefit has been duly waived during the “applicable election period” or spousal consent is not necessary as provided in Section 7.07(g) hereof. The term “applicable election period” is the period which begins on the first day of the Plan Year in which the Participant attains age 35 and ends on the date of the Employee’s death.
- (2) A Participant may at any time during the applicable election period elect to waive the Qualified Preretirement Survivor Annuity (“QPSA”) and may revoke any such election during the same period. However, no such election to waive the Qualified Preretirement Survivor Annuity shall be effective unless the Spouse of the Participant has consented thereto in writing, the election designates a Beneficiary that may not be changed without the consent of the Spouse and the Spouse’s consent acknowledges the effect of such election and such consent is duly notarized. Spousal consent is not required to revoke a prior waiver of the QPSA.
- (3) A surviving Spouse who is entitled to a Qualified Preretirement Survivor Annuity, may elect to receive his or her portion (not less than 50%) of the Account Balance as a Single Life Annuity, a lump sum or a partial lump sum. Any such election must be in writing. Payments will begin as of the first day of the month following the month of the Participant’s death.
- (4) If a Participant’s surviving Spouse is entitled to a Qualified Preretirement Survivor Annuity, and if the Participant designated a Beneficiary other than his

Spouse, such designated Beneficiary shall receive the remaining portion of his Account Balance, to a maximum of 50%, as a Single Life Annuity, a lump sum or a partial lump sum, as such Beneficiary may elect in writing.

- (5) If the Participant is not married at the time of his death, or if the Participant, with the written consent of his Spouse, has designated some other Beneficiary to receive more than 50% of his Account Balance, his Account Balance shall be paid to his Beneficiary or Beneficiaries as a Single Life Annuity, a lump sum or a partial lump sum, as may be elected by the Beneficiary or Beneficiaries in writing
- (6) If the pre-retirement death benefit is being paid to someone other than the Participant's surviving Spouse, payments must either:
 - (i) be completed by December 31 of the fifth calendar year following the year of the Participant's death, or
 - (ii) be paid out in accordance with Section 7.09(d)(1)
- (f) **Hurricane Katrina.**

If prior to March 1, 2006, the Participant completes and delivers to the Plan Administrator a certification (on the form provided by the Plan Administrator for such purpose) attesting to the fact that he or she has ceased working in Covered Employment, and does not reasonably anticipate returning to Covered Employment in the immediately foreseeable future as a result of the Hurricane Katrina disaster, the Participant will be deemed separated from service and shall be eligible to receive his Account Balance in the form of a Qualified Joint and Survivor Annuity, a Single Life Annuity, a lump sum or a partial lump sum as the Participant and Spouse, if any, may elect. Upon payment to the Participant of the entire amount in his Account Balance all rights of the Participant and liabilities of the Fund to the Participant shall cease.

Section 7.03 Annuitant Death Benefit.

In the event the Annuitant dies before the exhaustion of his Account Balance, the remainder of his Account Balance until its exhaustion shall be paid to his designated Beneficiary or surviving Spouse on his behalf in accordance with the provisions of Sections 7.07 and 8.07.

Section 7.04 Lump Sum and Annuity Benefit Payments.

- (a) Notwithstanding anything herein to the contrary:
 - (1) If an Account Balance that is payable amounts to \$5,000 or less, then such Account Balance shall be paid only in one lump sum.
 - (2) If any payment of a monthly annuity shall be less than \$50 per month, the Trustees may, in their sole and absolute discretion, combine such monthly payments into quarterly or semi-annual payments, as they shall determine.

- (3) If no event, however, shall any lump sum payment be made after the Annuity Starting Date without the consent of the Participant, surviving Spouse or Beneficiary, as the case may be, regardless of the amount.
- (b) **Rollovers disregarded in determining value of Account Balance for involuntary distributions.** For purposes of section 7.04 of the Plan the value of a Participant's nonforfeitable Account Balance shall be determined without regard to that portion of the Account Balance that is attributable to rollover contributions (and earnings allocable thereto) within the meaning of sections 402(c), 403(a)(4), 403(b)(8), 408(d)(3)(A)(ii), and 457(e)(16) of the Code. If the value of the Participant's nonforfeitable account balance as so determined is \$5,000 or less, the Plan shall distribute the Participant's entire nonforfeitable account balance only in one lump sum. **Non-Reversion.**

In no event shall any of the monies or other assets accumulated by the Fund be used or diverted to any purpose other than that specified herein nor shall any of the Contributions to the Fund revert to any Employer except that in the case of a Contribution (1) made by an Employer by mistake of fact or law or (2) conditioned upon the tax deductibility thereof under Section 404(c) of the Code and all or a part of such deduction has been denied, such erroneous or non-deductible Contribution may, if deemed appropriate by the Trustees in their sole discretion be returned within the limits prescribed by law.

Section 7.06 Anti-Discrimination.

In no event shall the contributions or benefits of the Plan discriminate in favor of highly compensated employees within the meaning of Internal Revenue Code Section 414(q) and the regulations issued thereunder.

Section 7.07 Qualified Joint and Survivor Annuity and Single Life Annuity.

- (a) The provisions of this Section shall take precedence over any conflicting provisions of this Plan.
- (b) The Account Balance of a married Participant, whenever payable in accordance with Section 7.02 hereof, shall be paid in the form of a Qualified Joint and Survivor Annuity unless the Participant has filed with the Trustees a timely rejection of that form of payment within 180 days prior to the Annuity Starting Date, the Spouse of the Participant has consented thereto in writing, such consent designates a beneficiary (or form of benefit) which may not be changed without spousal consent (or the consent expressly permits changes without any further consent by the Spouse), and such consent acknowledges the effect thereof and is notarized or witnessed by a Plan representative.

The Account Balance of a single Participant, whenever payable in accordance with Section 7.02 hereof, shall be paid in the form of a Single Life Annuity unless the Participant has filed with the Trustees in writing a timely rejection of that form of payment, acknowledged the effect thereof and such rejection is notarized.

In no event shall spousal consent where required hereunder be obtained more than 180 days before the commencement of distribution of any part of the accrued benefit.

- (c) A timely rejection of the Qualified Joint and Survivor Annuity or the Single Life Annuity shall require the filing of such rejection at any time before payment of the Account Balance of the Participant, wholly or in part, has been made. In any event, an Participant shall have the right to exercise such choice up to 180 days after having been advised by the Trustees of the effect such choice will have upon his or her distribution, and within 180 days prior to the Annuity Starting Date.
- (d) Whenever a Qualified Joint and Survivor Annuity or a Single Life Annuity becomes payable by the Fund, the Trustees shall purchase an annuity contract from an insurance company selected in their sole discretion to provide such benefit and, in that event, payment to such insurance company of the Account Balance of the Participant shall satisfy and discharge the Fund's obligation hereunder to the Participant, Spouse, and/or beneficiary.
- (e) Rejection of the Qualified Joint and Survivor Annuity or the Single Life Annuity shall be recognized only if it is on forms provided for that purpose by the Trustees.
- (f) Election or rejection of the Qualified Joint and Survivor Annuity or the Single Life Annuity may not be changed once the payment has been made in either form. Nor shall the amount of benefit payment to the Participant under a Qualified Joint and Survivor Annuity be increased if, after payment has commenced, the Spouse shall predecease the Participant or the Participant and Spouse should be divorced from each other
- (g) Spousal Consent Not Necessary.
 - (1) Notwithstanding any other provision of the Plan, spousal consent is not required if the Participant establishes to the satisfaction of the Trustees that:
 - (i) there is no Spouse,
 - (ii) the Spouse cannot be located,
 - (iii) the Participant and Spouse are legally separated as confirmed by court order or,
 - (iv) the Participant has been abandoned by the Spouse as confirmed by court order.
 - (2) If the Spouse is legally incompetent, consent may be given by his or her legal guardian, including the Participant if authorized to act as the Spouse's legal guardian.

Section 7.08 Profit Sharing Plan.

It is the intention of the parties that this Plan be a profit-sharing plan as defined by and in compliance with Section 401(a) and all other applicable provisions of the Code and applicable regulations issued thereunder.

Section 7.09 Required Minimum Distributions.

(a) General Rules.

- (1) **Effective Date.** The provisions of this Section will apply for purposes of determining required minimum distributions for calendar years beginning with the 2003 calendar year.
- (2) **Precedence.** The requirements of this Section will take precedence over any inconsistent provisions of the Plan.
- (3) **Requirements of Treasury Regulations Incorporated.** All distributions required under this Section will be determined and made in accordance with the Treasury regulations under Section 401(a)(9) of the Code.

(b) Time and Manner of Distribution.

- (1) **Required Beginning Date.** The Participant's entire interest will be distributed, or begin to be distributed, to the Participant no later than the Participant's Required Beginning Date.
- (2) **Death of Participant Before Distributions Begin.** If the Participant dies before distributions begin, the Participant's entire interest will be distributed, or begin to be distributed, no later than as follows:
 - (i) If the Participant's surviving Spouse is the Participant's sole designated beneficiary, then, unless an earlier date is specified in the Plan, distributions to the surviving Spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age 70½, if later.
 - (ii) If the Participant's surviving Spouse is not the Participant's sole designated beneficiary, unless an earlier date is specified in the Plan, distributions to the designated beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died. With respect to lump sum distributions, the preceding sentence shall not apply, and the Participant's entire interest shall be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.
 - (iii) If there is no designated beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.
 - (iv) If the Participant's surviving Spouse is the Participant's sole designated beneficiary and the surviving Spouse dies after the Participant but before

distributions to the surviving Spouse begin, this Section 7.09(b)(2), other than Section 7.09(b)(2)(i), will apply as if the surviving Spouse were the Participant.

For purposes of this Section 7.09(b)(2) and Section 7.09(d), unless Section 7.09(b)(2)(iv) applies, distributions are considered to begin on the Participant's Required Beginning Date. If Section 7.09(b)(2)(iv) applies, distributions are considered to begin on the date distributions are required to begin to the surviving Spouse under Section 7.09(b)(2)(i). If distributions under an annuity purchased from an insurance company irrevocably commence to the Participant before the Participant's Required Beginning Date (or to the Participant's surviving Spouse before the date distributions are required to begin to the surviving Spouse under Section 7.09(b)(2)(i)), the date distributions are considered to begin is the date distributions actually commence.

- (3) **Forms of Distribution.** Unless the Participant's interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the Required Beginning Date, as of the first distribution calendar year distributions will be made in accordance with Sections 7.09(c) and (d). If the Participant's interest is distributed in the form of an annuity purchased from an insurance company, distributions under such contract will be made in accordance with the requirements of Section 401(a)(9) of the Code and the Treasury Regulations thereunder.

(c) Required Minimum Distributions During Participant's Lifetime.

- (1) **Amount of Required Minimum Distribution For Each Distribution Calendar Year.** During the Participant's lifetime, the minimum amount that will be distributed for each distribution calendar year is the lesser of:
 - (i) the quotient obtained by dividing the Participant's account balance by the distribution period in the Uniform Lifetime Table set forth in Section 1.401(a)(9)-9 of the Treasury Regulations, using the Participant's age as of the Participant's birthday in the distribution calendar year; or
 - (ii) if the Participant's sole designated beneficiary for the distribution calendar year is the Participant's Spouse, the quotient obtained by dividing the Participant's account balance by the number in the Joint and Last Survivor Table set forth in Section 1.401(a)(9)-9 of the Treasury Regulations, using the Participant's and Spouse's attained ages as of the Participant's and Spouse's birthdays in the distribution calendar year.
- (2) **Lifetime Required Minimum Distributions Continue Through Year of Participant's Death.** Required minimum distributions will be determined under this Section 7.09 beginning with the first distribution calendar year and up to and including the distribution calendar year that includes the Participant's date of death.

(d) **Required Minimum Distributions After Participant's Death.**

(1) **Death On or After Date Distributions Begin.**

(i) **Participant Survived by Designated Beneficiary.** If the Participant dies on or after the date distributions begin and there is a designated beneficiary, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's account balance by the longer of the remaining life expectancy of the Participant or the remaining life expectancy of the Participant's designated beneficiary, determined as follows:

(A) The Participant's remaining life expectancy is calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.

(B) If the Participant's surviving Spouse is the Participant's sole designated beneficiary, the remaining life expectancy of the surviving Spouse is calculated for each distribution calendar year after the year of the Participant's death using the surviving Spouse's age as of the Spouse's birthday in that year. For distribution calendar years after the year of the surviving Spouse's death, the remaining life expectancy of the surviving Spouse is calculated using the age of the surviving Spouse as of the Spouse's birthday in the calendar year of the Spouse's death, reduced by one for each subsequent calendar year.

(C) If the Participant's surviving Spouse is not the Participant's sole designated beneficiary, the designated beneficiary's remaining life expectancy is calculated using the age of the beneficiary in the year following the year of the Participant's death, reduced by one for each subsequent year.

(ii) **No Designated Beneficiary.** If the Participant dies on or after the date distributions begin and there is no designated beneficiary as of September 30 of the year after the year of the Participant's death, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's account balance by the Participant's remaining life expectancy calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.

(2) **Death Before Date Distributions Begin.**

(i) **Participant Survived by Designated Beneficiary.** If the Participant dies before the date distributions begin and there is a designated beneficiary, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by

dividing the Participant's account balance by the remaining life expectancy of the Participant's designated beneficiary, determined as provided in Section 7.09(d)(1). With respect to lump sum distributions, the preceding sentence shall not apply, and the Participant's entire interest shall be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death, unless an earlier date is specified in the Plan.

- (ii) **No Designated Beneficiary.** If the Participant dies before the date distributions begin and there is no designated beneficiary as of September 30 of the year following the year of the Participant's death, unless an earlier date is specified in the Plan, distribution of the Participant's entire interest will be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.
- (iii) **Death of Surviving Spouse Before Distributions to Surviving Spouse Are Required to Begin.** If the Participant dies before the date distributions begin, the Participant's surviving Spouse is the Participant's sole designated beneficiary, and the surviving Spouse dies before distributions are required to begin to the surviving Spouse under Section 7.09(b)(2)(i), this Section 7.09(d)(2) will apply as if the surviving Spouse were the Participant.

(e) **Definitions.**

- (1) "Designated beneficiary" shall mean the individual who is designated as a Participant's Beneficiary as defined in Section 1.04 of the Plan and is such Participant's designated beneficiary under Section 401(a)(9) of the Code and Section 1.401(a)(9)-1, Q&A-4, of the Treasury regulations.
- (2) "Distribution calendar year" shall mean a calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first distribution calendar year is the calendar year immediately preceding the calendar year which contains the Participant's Required Beginning Date. For distributions beginning after the Participant's death, the first distribution calendar year is the calendar year in which distributions are required to begin under Section 7.09(d)(2). The required minimum distribution for the Participant's first distribution calendar year will be made on or before the Participant's Required Beginning Date. The required minimum distribution for other distribution calendar years, including the required minimum distribution for the distribution calendar year in which the Participant's Required Beginning Date occurs, will be made on or before December 31 of that distribution calendar year.
- (3) "Life expectancy" shall mean life expectancy as computed by use of the Single Life Table in Section 1.401(a)(9)-9 of the Treasury regulations.

- (4) “Participant’s account balance” shall mean the account balance as of the last valuation date in the calendar year immediately preceding the distribution calendar year (valuation calendar year) increased by the amount of any contributions made and allocated or forfeitures allocated to the account balance as of dates in the valuation calendar year after the valuation date and decreased by distributions made in the valuation calendar year after the valuation date. The account balance for the valuation calendar year includes any amounts rolled over or transferred to the Plan either in the valuation calendar year or in the distribution calendar year if distributed or transferred in the valuation calendar year.
- (5) “Required Beginning Date” shall mean the date specified in Section 1.26 of the Plan.

(f) **Waiver of 2009 Required Minimum Distributions.**

Notwithstanding the provisions set forth in this Section 7.09, a Participant or beneficiary who would have been required to receive required minimum distributions for 2009 but for the enactment of section 401(a)(9)(H) of the Code (“2009 RMDs”), and who would have satisfied that requirement by receiving distributions that are (1) equal to the 2009 RMDs or (2) one or more payments in a series of substantially equal distributions (that include the 2009 RMDs) made at least annually and expected to last for the life (or life expectancy) of the participant, the joint lives (or joint life expectancy) of the Participant and the Participant’s designated beneficiary, or for a period of at least 10 years (“Extended 2009 RMDs”), will receive those distributions for 2009 unless the Participant or beneficiary chooses not to receive such distributions. Participants and beneficiaries described in the preceding sentence will be given the opportunity to elect to stop receiving the distributions described in the preceding sentence. In addition, notwithstanding Section 8.05 of the plan, and solely for purposes of applying the direct rollover provisions of the plan, 2009 RMDs will be treated as eligible rollover distributions.

Notwithstanding the foregoing, the following provisions apply to a Participant or beneficiary whose first required minimum distribution would have been the 2009 RMD. Such Participants or beneficiaries who would have been required to receive required minimum distributions for 2009 but for the enactment of section 401(a)(9)(H) of the Code, and who would have satisfied that requirement by receiving distributions that are (1) equal to the 2009 RMDs or (2) one or more payments in a series of substantially equal distributions (that include the 2009 RMDs) made at least annually and expected to last for the life (or life expectancy) of the Participant, the joint lives (or joint life expectancy) of the Participant and the Participant’s designated beneficiary, or for a period of at least 10 years, will not receive those distributions for 2009 unless the Participant or beneficiary chooses to receive such distributions. Participants and beneficiaries described in the preceding sentence will be given the opportunity to elect to receive the distributions described in the preceding sentence. In addition, notwithstanding Section 8.05 of the plan, and solely for purposes of applying the direct rollover provisions of the plan, 2009 RMDs will be treated as eligible rollover distributions.

Section 7.10 Military Service.

Notwithstanding any provision of this Plan to the contrary, contributions, benefits and service credit with respect to qualified military service will be provided in accordance with Section 414(u) of the Code.

Section 7.11 Hardship Withdrawals

- (a) **General Rule:** Effective January 1, 2010 for contributions received on or after January 1, 2010, Participants may withdraw contributions made to their Salary Reduction Account (excluding any earnings thereon) in the event of an immediate and heavy need where such withdrawal is necessary to address the hardship. In addition, Participants may withdraw contributions to their Employer Contribution Account received on or after January 1, 2010, excluding any Qualified Non-Elective Employer Contributions as defined in Section 11.03.
- (b) **Hardships For Which Withdrawals Are Permitted:** Only the following six circumstances shall constitute an immediate and heavy need for which a withdrawal under this Section 7.11 shall be permitted:
- (1) **Expenses for Medical Care:** Expenses incurred or to be incurred for medical care (as defined in Section 213(d) of the Code) of the Participant, Spouse, children or dependent (as defined in Section 152 of the Code), **except** for payment of or reimbursement for premium payments to any health insurance plan (including amounts paid for coverage from the IATSE National Health & Welfare Fund);
 - (2) **Purchase of Primary Residence:** Costs directly related to the purchase of a primary residence for the Participant (not including mortgage payments);
 - (3) **Tuition and Related Education Fees:** Payment of tuition, related educational fees, or room and board expenses for the next 12 months of post-secondary education for the Participant, Spouse, children or dependents; or
 - (4) **Prevention of Eviction or Foreclosure:** Payments necessary to prevent the eviction of the Participant from the Participant's principal residence or foreclosure of the mortgage on the Participant's principal residence.
 - (5) **Burial or Funeral Expenses:** Payments for burial or funeral expenses for the Participant's deceased parent, Spouse, children or dependents (as defined in Code Section 152, without regard to Code Section 152(d)(1)(B)); or
 - (6) **Repair of Principal Residence:** Expenses for the repair of damage to the Participant's principal residence that would qualify for the casualty deduction under Section 165 of the Code (determined without regard to whether the loss exceeds 10% of adjusted gross income).

(c) **Withdrawal Necessary to Address the Hardship:** A distribution will be considered necessary to meet the Participant's immediate and heavy need only if:

- (i) the distribution (less any amounts necessary to pay any federal, state or local income taxes or penalties) does not exceed the amount of the immediate and heavy financial need;
- (ii) the Participant is not eligible for any other non-hardship distribution from this or any other deferred compensation plan sponsored by the Employer;
- (iii) the Participant represents in writing that such distribution is necessary to meet the immediate and heavy need; and
- (iv) The Fund has no actual knowledge that the Participant's need can be relieved
 - (A) Through reimbursement or compensation by insurance or otherwise,
 - (B) By liquidation of the employee's assets,
 - (C) By cessation of elective contributions under the plan,
 - (D) By other currently available distributions from any other plan, or
 - (E) By borrowing from commercial sources on reasonable commercial terms in an amount sufficient to satisfy the need.

Except that a Participant is not required to take the above actions if they would increase the need.

The Trustees (or their designee) may request any evidence that they deem necessary in order to determine whether an immediate and financial need exists and whether one of the circumstances listed in subsection (b) exists and shall reserve the right to make a determination on the evidence provided to them, in their sole and absolute discretion. The decision of the Trustees (or their designee) shall be final, binding and conclusive, subject to the Participant's right to request a review of any such decision in accordance with the Plan's claims review and appeal procedures.

(d) All requests for hardship withdrawals by married Participants require the signed, notarized consent of the Participant's Spouse, in accordance with the terms of the Plan, unless the Participant's Account Balance does not exceed \$5,000.

ARTICLE VIII

Withdrawal and Benefit Payments

Section 8.01 Applications for Withdrawals.

Application for all benefits must be applied for in writing and filed with the Trustees on a form and in a manner prescribed by the Trustees. Each withdrawal shall be charged against the applicable account as of the date such withdrawal is made, and, if the Participant's Account Balance is invested in more than one investment option, the amount in each option shall be charged on a pro-rata basis.

(a) Withdrawals from Rollover Contribution Accounts.

A Participant may withdraw all or a part of his Rollover Contribution Account as of the last day of any calendar month by filing a written request at least 30 days before the proposed withdrawal date.

(b) Withdrawals from Salary Reduction Account or Employer Contribution Account.

A Participant may withdraw all or a portion of his Salary Reduction Account or Employer Contribution Account in accordance with Article VII.

Section 8.02 Information and Proof.

Every Participant, Annuitant or Beneficiary shall furnish, at the request of the Trustees, any information or proof reasonably required for the administration of the Plan or for the determination of any matter that the Trustees may legitimately have before them. Failure to furnish such information or proof promptly and in good faith shall be sufficient reason for the denial of benefits to such Participant or Beneficiary, or the suspension or discontinuance of benefits to such Annuitant. The falsity of any statement material to an application or the furnishing of fraudulent information or proof shall be sufficient reason for the denial, suspension or discontinuance of benefits under this Plan and in any such case, the Trustees shall have the right to recover any benefit payments made in reliance thereon.

Section 8.03 Action of Trustees.

The Trustees shall be the sole judges of the standard of proof required in any case. In the application and interpretation of any of the provisions of this Plan, the decisions of the Trustees shall be final and binding on all parties including Participants, Annuitants, Beneficiaries, Employers and the Union. In the event of a scrivener's error that renders a Plan term inconsistent with the Trustees' intent, the Trustees' intent controls, and any inconsistent Plan term is made expressly subject to this requirement. Any determination made by the Trustees shall be given deference in the event it is subject to judicial review and shall be overturned only if it is arbitrary and capricious.

The Trustees possess discretionary powers to interpret the rules of this Plan and shall exercise such powers in a uniform and non-discriminatory manner. Without limiting the generality of the

foregoing, the Trustees shall have the sole and absolute discretionary authority to: (1) take all actions and make all decisions with respect to the eligibility for, and the amount of, benefits payable under the Plan; (2) formulate, interpret and apply the rules, regulations and policies necessary to administer the Plan in accordance with its terms; (3) decide questions, including legal or factual questions, relating to the calculation and payment of benefits under the Plan; (4) resolve and/or clarify any ambiguities, inconsistencies and omissions arising under the Plan or other Plan documents; and (5) process and approve or deny benefit claims, and rule on any benefit exclusions. Trustees shall process an application for benefits as speedily as is feasibly consistent with the need for adequate information and proof necessary to establish the applicant's benefit rights and to commence the payment of benefits. The Trustees may delegate any duties or powers as they deem necessary to carry out the administration of the Plan.

Section 8.04 Benefit Payments Generally.

- (a) A benefit shall not be paid before an application has been filed except to the extent that the Trustees find that failure to make timely application was due to extenuating circumstances.
- (b) Benefits shall be payable commencing with the month following the month in which the applicant has fulfilled all the conditions for entitlement to benefits, including the requirement of Section 8.01 for the filing of an application with the Trustees.
- (c) The payment of benefits shall begin no later than 60 days after the later of the following dates:
 - (1) The end of the calendar year in which the Participant attained Normal Retirement Age, or
 - (2) The end of the calendar year in which the Participant retired.

In any event, the Trustees need not make payment before the date of filing of the application for benefits or before they are first able to ascertain entitlement to or the amount of the benefits and once payment commences it shall be from the date as of which the Participant first became entitled to payment.

Anything herein to the contrary notwithstanding, the Fund will begin benefit payments to all Participants in accordance with Section 7.09 whether or not they apply for benefits, unless the whereabouts of the Participant cannot be ascertained within a reasonable time prior to such Participant's Required Beginning Date.

If a Participant who is definitely located fails to file a completed application for benefits on a timely basis, the Fund will establish the Participant's Required Beginning Date as the Annuity Starting Date and begin benefit payments as follows:

- (1) If the Participant's Account Balance is no more than \$5,000, in a single lump-sum payment in accordance with Section 7.04(a), above.

- (2) In any other case, in the form of a Qualified Joint and Survivor Annuity calculated on the assumptions that the Participant is and has been married for at least one year by the date payments start and that the Participant and the Spouse are the same age.
- (3) The benefit payment form specified here will be irrevocable once it begins. Also, the amounts of future benefits will be adjusted based on the actual age difference between the Participant and Spouse if proven to be different from the foregoing assumptions.
- (4) Federal, state and local income tax, and any other applicable taxes, will be withheld from the benefit payments as required by law or determined by the Trustees to be appropriate for the protection of the Fund and the Participant.

Section 8.05 Direct Rollovers.

(a) Distributions:

A “distributee” 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 an “eligible retirement plan” specified by the distributee in a “direct rollover.”

An “eligible rollover distribution” is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include: 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 distributee or the joint lives (or joint life expectancies) of the distributee and the distributee’s designated Beneficiary, or for a specified period of ten years or more, or any distribution to the extent such distribution is required under Section 401(a)(9) of the Code, or any distribution made on account of the Participant’s economic hardship. To be an “eligible rollover distribution” to a non-spouse Beneficiary, the requirements of Section 402(c)(11) shall be satisfied.

An “eligible retirement plan” is an individual retirement account described in Section 408(a) of the Code, an individual retirement annuity described in Section 408(b) of the Code, an annuity plan described in Section 403(a) of the Code, an annuity contract described in Section 403(b) of the Code, an eligible plan under Section 457(b) of the Code which 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 trust described in Section 401(a) of the Code that accepts the distributee’s eligible rollover distribution. The definition of eligible retirement plan shall also apply in the case of a distribution to a surviving Spouse, or to a Spouse or former Spouse who is the alternate payee under a qualified domestic relations order, as defined in Section 414(p) of the Code. In the case of an eligible rollover distribution to a nonspousal distributee (a “Nonspouse Rollover”), an Eligible Retirement Plan is an individual retirement account described in Section 408(a) of the Code or an individual retirement annuity described in

Section 408(b) of the Code that was established for the purpose of receiving the distribution on behalf of such nonspousal distributee. In order for such Eligible Retirement Plan to accept a Nonspouse Rollover on behalf of a nonspousal distributee, (1) a direct trustee-to-trustee transfer must be made to such Eligible Retirement Plan and shall be treated as an Eligible Rollover Distribution for purposes of the Code, (2) the individual retirement plan shall be treated as an inherited individual retirement account or individual retirement annuity (within the meaning of Section 408(d)(3)(C) of the Code) for purposes of the Code, and (3) Section 401(a)(9)(B) of the Code (other than clause (iv) thereof) shall apply to such plan. Effective with respect to distributions made after December 31, 2007, an "eligible retirement plan" shall also mean a Roth IRA described in Code Section 408A.

A "distributee" includes a Participant or former Participant. In addition, the Participant's or former Participant's surviving Spouse and the Participant's or former Participant's Spouse or former Spouse who is the alternate payee under a "Qualified Domestic Relations Order," as defined in Section 414(p) of the Code, are distributees with regard to the interest of the Spouse or former Spouse. A "distributee" shall also include any other individual designated as the Participant's Beneficiary with respect to his or her interest.

A "direct rollover" is a payment by the Plan to the eligible retirement plan specified by the distributee.

(b) Contributions:

A Participant may roll over into his Rollover Contribution Account an "eligible rollover distribution" from an "eligible retirement plan" in accordance with Section 5.02, above.

Section 8.06 Right of Appeal.

- (a) All initial claims for benefits by a Participant or Beneficiary (hereinafter for purposes of this Section, the "Claimant") under the Plan must be in writing and sent to the Fund Office, to the attention of the Trustees. A decision regarding the claim will be made by the Trustees, or their duly authorized designee, within 90 days from the date the claim is received by the Fund Office, unless it is determined that special circumstances require an extension of time for processing the claim, not to exceed an additional 90 days. If such an extension is required, written notice of the extension will be furnished to the Claimant prior to expiration of the initial 90-day period. The notice of extension will indicate the special circumstances requiring the extension of time and the date by which the Trustees, or their duly authorized designee, expect to make a determination with respect to the claim. If the extension is required due to the Claimant's failure to submit information necessary to decide the claim, the period for making the determination will be tolled from the date on which the extension notice is sent to the Claimant until the date on which the Claimant responds to the Fund Office's request for information.
- (b) A Claimant whose application for benefits under the Plan has been denied, in whole or in part, will be provided with written notice of the determination, setting forth: (i) the specific reason(s) for the adverse benefit determination, with references to the specific

Plan provisions on which the determination is based; (ii) a description of any additional material or information necessary for the claimant to perfect the claim (including an explanation as to why such material or information is necessary); and (iii) a description of the Fund's review procedures and the applicable time limits, as well as a statement of the claimant's right to bring a civil action under ERISA following an adverse benefit determination on review.

- (c) If an adverse benefit determination is made by the Trustees, or their duly authorized designee, the Claimant (or his/her authorized representative) may request a review of the determination. All requests for review must be sent in writing to the Trustees within sixty (60) days after receipt of the notice of denial or other adverse benefit determination. In connection with the request for review, the Claimant (or his duly authorized representative) may submit written comments, documents, records, and other information relating to the claim. In addition, the Claimant will be provided, upon written request and free of charge, with reasonable access to (and copies of) all documents, records, and other information relevant to the claim. The review by the Trustees will take into account all comments, documents, records, and other information submitted by the Claimant relating to the claim.
- (d) A decision on review will be made by the Trustees (or a committee designated by the Board of Trustees) at their next regularly scheduled meeting following receipt of the request for review, unless the request is filed less than thirty (30) days prior to the next regularly scheduled meeting, in which case a decision will be made by no later than the date of the second regularly scheduled meeting following receipt of such request for review. If special circumstances require an extension of time for processing the request for review, the decision may be made at the third meeting following receipt of such request. The Claimant will be notified in advance of any such extension. The notice will describe the special circumstances requiring the extension, and will inform the Claimant of the date as of which the determination will be made. If the extension is required due to the Claimant's failure to submit information necessary to decide the claim, the period for making the determination will be tolled from the date on which the extension notice is sent to the Claimant until the date on which the Claimant responds to the Fund Office's request for information.
- (e) The Claimant will be notified in writing of the determination on review within 5 days after the determination is made. If an adverse benefit determination is made on review, the notice will include: (i) the specific reason(s) for the adverse benefit determination, with references to the specific Plan provisions on which the determination is based; (ii) a statement that the Claimant is entitled to receive, upon request and free of charge, reasonable access to (and copies of) all documents, records and other information relevant to the claim; and (iii) a statement of the Claimant's right to bring a civil action under Section 502(a) of ERISA. The decision of the Trustees (or their designated committee) on review shall be final and binding on all parties. Prior to commencing any legal or equitable action to obtain benefits from the Plan, to enforce the Claimant's rights under the Plan, or to clarify the Claimant's right to future benefits under the Plan, the Claimant must exhaust all the claims and appeals procedures provided for under the Plan

and the benefits requested by the Claimant must have been denied in whole or in part, or another adverse benefit determination must have been made.

Section 8.07 Recovery of Overpayments.

If for any reason benefit payments are made to any person from the Fund in excess of the amount which is due and payable for any reason (including, without limitation, mistake of fact or law, reliance on any false or fraudulent statements, information or proof submitted by a Claimant, or the continuation of payments after the death of a Participant or Beneficiary entitled to them), the Trustees (or the Plan Administrator or any other designee duly authorized by the Trustees) shall have full authority, in their sole and absolute discretion, to recover the amount of any overpayment (plus interest and costs). That authority shall include, but not be limited to, (i) the right to reduce benefits payable in the future to the person who received the overpayment, (ii) the right to reduce benefits payable to a surviving Spouse or other Beneficiary who is, or may become, entitled to receive payments under the Plan following the death of that person, and/or (iii) the right to initiate a lawsuit or take such other legal action as may be necessary to recover any overpayment (plus interest and costs) against the person who received the overpayment, or such person's estate.

Section 8.08 Beneficiary Designation.

A Participant may designate a Beneficiary on a form provided by the Trustees and delivered to the Trustees before death. A Participant may change his Beneficiary (without the consent of the Beneficiary) in the same manner. However, for married Participants, survivor benefits will be paid in accordance with Sections 7.02(e) and 7.07 hereof.

When there is more than one person within the classes hereinafter designated entitled to the benefits as herein provided, such benefits shall be shared by such persons in equal amounts. If no Beneficiary has been designated or no Beneficiary has survived the Participant or Annuitant, or if the designated Beneficiary survives the Participant or Annuitant but dies prior to receiving the full or remaining amount of the Account Balance, distribution shall be made in the order of priority specified, to the person or persons falling within the following named classes: first, the surviving Spouse of the Participant or Annuitant; second, the surviving child or children (natural or legally adopted) of the Participant or Annuitant; and third, the surviving parent or parents of the Participant or Annuitant. If no Spouse, children or parents survive the Participant or Annuitant, distribution shall be made to the deceased Participant's or Annuitant's executor or administrator.

Section 8.09 Incompetence or Incapacity of an Employee, Annuitant or Beneficiary.

In the event it is determined that any Participant, Annuitant, or Beneficiary is unable to care for his affairs because of mental or physical incapacity, any benefit due such Participant, Annuitant or Beneficiary, may be applied in the discretion of the Trustees for his maintenance and support, or the maintenance and support of his Spouse or minor children, unless claim therefor has been made by his legal guardian, committee, or legal representative.

Section 8.10 Non-Assignment of Benefits.

A Participant, Annuitant or Beneficiary entitled to any benefits under the Plan does not have the right to assign, alienate, transfer, encumber, pledge, mortgage, hypothecate, anticipate, or impair in any manner his or her legal or beneficial interest, or any interest in the assets of the Fund; and none of the benefits payable from the Fund is available for Payment of the debts of any Participant, Annuitant or Beneficiary entitled to benefits hereunder nor subject to attachment or execution of process in any court action or proceeding. In any such event the Trustees shall have the right to terminate any payments to such Participant, Annuitant or Beneficiary. Notwithstanding the foregoing, benefits shall be paid to an alternate payee in accordance with the applicable requirements of any "Qualified Domestic Relations Order" as defined by Section 414(p) of the Code and Section 206(d)(3) of ERISA, including immediate distribution of such benefit to such alternate payee, if such alternate payee requests such benefit be disbursed.

Notwithstanding the foregoing, with respect to judgment, orders, decrees issued and settlement agreements entered into on or after August 5, 1997, a Participant's benefit may be reduced if a court order or requirement to pay arises from: (1) a judgment of conviction for a crime involving the Plan, (2) a civil judgment (or consent order or decree) that is entered by a court in an action brought in connection with a breach (or alleged breach) of fiduciary duty under ERISA; or (3) a settlement agreement entered into by the Participant and the Secretary of Labor in connection with a breach of fiduciary duty under ERISA by a fiduciary or any other person. The court order, judgment, decree, or settlement agreement must specifically require that all or part of the amount to be paid to the Plan be offset against the Participant's Plan benefit.

Section 8.11 No Right to Assets.

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

Section 8.12 Amendments.

The Trustees may amend or modify the Plan at any time in accordance with the Trust Agreement, except that no amendment or modification may reduce any benefits which have been approved for payment prior to amendment, so long as funds are available for payment of such benefits.

In no event shall any amendments result in the accrued benefits of a Participant being less on any date after such amendments became effective than they would be in the absence of such amendments.

Section 8.13 Mergers.

In the event of any merger or consolidation with, or transfer of assets or liabilities to, any other plan, the amount of benefit which a Participant would receive immediately after such merger, consolidation, or transfer shall be no less than the benefit he would have been entitled to receive immediately before the merger, consolidation or transfer. Any merger shall satisfy the following conditions:

- (a) The sum of the account balances in each plan equals the fair market value (determined as of the date of the merger) of the entire plan assets.
- (b) The assets of each plan are combined to form the assets of the plan as merged.
- (c) Immediately after the merger, each Participant in the plan as merged has an Account Balance equal to the sum of the Account Balances the Participant had in the plans immediately prior to merger.

Section 8.14 Termination.

The Trustees shall have the right to discontinue or terminate the Plan in whole or in part. In the event of a complete or partial termination of the Plan, or in the event of complete discontinuance of Contributions, each Participant shall have a non-forfeitable right to the assets then remaining, after providing for the expenses of the Plan and for the payment of any Account Balance theretofore approved. Each Participant shall receive that part of the total remaining assets in the same ratio as his Account Balance bears to the aggregate amount of the Account Balances of all Participants. In no event shall any of the assets of the Annuity Fund on termination revert to or be paid to any Employer, the Union or any Affiliated Local.

In no event shall any forfeitures hereunder increase the amount of benefits due any other Participant.

Section 8.15 Maximum Limitation.

Anything herein to the contrary notwithstanding, additions to a Participant's account attributable to a given Limitation Year shall not exceed the lesser of \$52,000 (as adjusted for inflation in accordance with Code Section 415(d)), or 100% of the Participant's compensation for such Limitation Year. The Plan shall at all times be administered in a manner which will result in its complying with the provisions and limitations of Code Section 415 and the Treasury Regulations thereunder, the terms of which are hereby incorporated by reference, as if said Section and Treasury Regulations were stated word-for-word herein. Effective for Limitation Years beginning on or after January 1, 2008, should there be any annual additions to the Participant's account in excess of the limitations of Code Section 415, such excess annual additions shall be corrected to the extent permitted by rules set forth in Internal Revenue Service revenue rulings, notices, or other guidance published in the Internal Revenue Bulletin.

Limitation Year, for purposes of applying this Section, means the Plan Year.

For purposes of applying the rules of Code Section 415(c) to this Section, compensation shall mean compensation as defined in Treasury Regulation Section 1.415(c)-2(a) through (c). Solely for purposes of the maximum allocation rules under this Section, compensation shall not include any amount paid after the Participant's severance from employment with an Employer, unless the amount is paid by the later of (1) 2 ½ months after the Participant's severance from employment, or (2) the end of the year that includes the date of the Participant's severance from employment and such amount is (a) regular compensation for services, including overtime, commissions, bonuses or similar payments that would have been paid to the Participant if he had continued in employment with the Employer, or (b) payment for unused accrued bona fide sick,

vacation, or other leave, that the Participant would have been able to use the leave if employment with the Employer had continued, or (c) nonqualified deferred compensation that would have been paid to the Participant at the same time if he had remained in employment with the Employer and that is includible in the Participant's gross income.

Notwithstanding the foregoing, for purposes of applying the rules of Section 415(c) to this section, compensation shall include payments to an Employee who does not currently perform services for an Employer by reason of Qualified Military Service, to the extent those payments do not exceed the amount the Employee would have received had he continued to perform services for such Employer rather than entering military service. For purposes for this subsection, "Qualified Military Service" means any service in the uniformed services (as defined in Chapter 43 of Title 38 of the United States Code) by any individual if such individual is entitled to reemployment rights under such chapter with respect to such service.

Section 8.16 Waiver of Benefits.

Notwithstanding any provision of this Plan to the contrary, a designated Beneficiary may waive his/her right to receive benefits under the Plan upon the death of an eligible Participant; provided, however, that such waiver must be given in a writing in a form acceptable to the Plan and in accordance with applicable law. Any such waiver must be filed with the Plan before the Plan issues payment to the designated Beneficiary. Once such a waiver has been received by the Plan, it may not be revoked.

In the event a Beneficiary has filed a waiver with the Plan as set forth above, then the benefit which such Beneficiary would have been entitled to receive shall be paid as if such Beneficiary had predeceased the Participant.

ARTICLE IX

Miscellaneous

Section 9.01 Limitation of Liability.

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 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 Plan if the Fund does not have assets to make payments.

Section 9.02 New Employer.

No new employer may be admitted to participation in the Fund except upon approval by the Trustees. The participation of any such new employer shall be subject to such terms and conditions as the Trustees may lawfully prescribe.

Section 9.03 Terminated Employer.

An Employer shall no longer participate in the Fund with respect to a bargaining unit if its participation terminates because it is no longer obligated by Agreement or by law to make Contributions to the Annuity Fund for such bargaining unit.

Section 9.04 Null and Void Clause.

This Plan is intended to be a qualified plan under Section 401(a) of the Code. Any provision of this Plan that would cause the Plan to fail to comply with the requirements the qualified plans under the Code shall, to the extent necessary to maintain the qualified status of the Plan, be null and void ab initio, and of no force and effect, and the Plan shall be construed as if the provision had never been adopted.

ARTICLE X

Top-Heavy Provisions

Section 10.01 General.

For purposes of any Plan Year in which the Plan is Top-Heavy, the provisions of this Article X shall supersede any conflicting provision in the Plan.

Section 10.02 Definitions.

- (a) “Accrued Benefit” is the present value of a Participant’s Accrued Benefits, which shall mean the Account Balance on the Determination Date as defined below, plus (A) any contributions to the Plan which are due but unpaid as of that Determination Date, (B) the amount of any distribution from the Plan made to or on behalf of the Participant during the Determination Period, as defined below, and (C) the amount of any distribution made to or on behalf of the Participant during the Determination Period from any terminated plan which, if it had not been terminated, would have been part of the Required Aggregation Group. The extent to which distributions, rollovers, and transfers are taken into account in determining the Accrued Benefit shall be made in accordance with Section 416 of the Code and the regulations thereunder. When aggregating plans, the value of account balances and Accrued Benefit shall be calculated with reference to the Determination Dates that fall within the same calendar year.
- (b) “Determination Date” means, with respect to each Plan Year for which the Top-Heavy determination is made, the last day of the immediately preceding Plan Year.
- (c) “Determination Period” shall mean the Plan Year that includes the Determination Date and the four (4) immediately preceding Plan Years.
- (d) “Former Key Employee” shall mean any employee who is not a Key Employee for the Plan Year but who was a Key Employee for a prior Plan Year. The Beneficiary of a Former Key Employee shall be considered a Former Key Employee.
- (e) “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 the employer having annual compensation greater than \$170,000 (as adjusted under section 416(i)(1) of the Code), a 5-percent owner of the employer, or a 1-percent owner of the employer having annual compensation of more than \$170,000. For this purpose, annual compensation means compensation within the meaning of section 415(c)(3) of the 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.
- (f) “Non-Key Employees” shall mean all employees other than Key Employees.
- (g) “Permissive Aggregation Group” shall mean a group of plans consisting of a Required Aggregation Group along with other plans which need not be aggregated with this Plan to

meet the Code's requirements, but which are selected by the Employers to be a part of a Permissive Aggregation Group that includes this Plan and which, as a group, continues to meet the requirements of Code Sections 410(b) and 401(a)(4).

- (h) "Required Aggregation Group" shall mean a group of plans maintained by the Employers in which a Key Employee is a Participant (in the Plan Year containing the Determination Date or any of the four preceding Plan Years) or which is combined with this Plan in order to meet the coverage and nondiscrimination requirements of Code Sections 410(b) or 401(a)(4).

Section 10.03 Top-Heavy Defined.

The Plan shall be Top-Heavy in any Plan Year for which, as of the Determination Date for that Plan Year: (1) the aggregate of the Accrued Benefits of the Key Employees under those plans comprising the Required Aggregation Group exceeds 60% of the aggregate of the Accrued Benefits of all Employees, other than Former Key Employees, under those plans comprising the Required Aggregation Group, unless (2) the aggregate of the Accrued Benefits of the Key Employees under those Plans comprising the Permissive Aggregation Group do not exceed 60% of the aggregate of the accrued benefits of all Employees, other than Former Key Employees, under those plans comprising the Permissive Aggregation Group.

The present values of Accrued Benefits of an employee as of the determination date shall be increased by the distributions made with respect to the employee under the Plan and any plan aggregated with the Plan under section 416(g)(2) of the Code during the 1-year period ending on the determination 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 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 "5-year period" for "1-year period." The accrued benefits and accounts of any individual who has not performed services for the employer during the 1-year period ending on the determination date shall not be taken into account.

Section 10.04 Maximum Compensation.

For any Plan Year in which the Plan is Top-Heavy, the maximum Annual Compensation for each Participant for purposes of the Plan shall not exceed \$260,000 or such other amount as may be prescribed to Treasury Regulations under Section 401(a)(17) of the Code.

Section 10.05 Minimum Contributions.

If the Plan is determined to be Top Heavy with respect to any Plan Year, the Employer contribution to the Plan for such Plan Year, on behalf of each Participant who is not a Key Employee (including for this purpose each employee who is excluded from participation merely because of failure to make mandatory employee contributions) (hereinafter referred to as the "Defined Contribution Minimum"), shall not be less than (i) 3% of such Participant's Compensation or, if lesser, (ii) such percentage (determined on the basis of Covered Compensation) at which contributions are made (or are required to be made) under the Plan (or under any other defined contribution plan required to be included in the Aggregation Group) for

the Plan Year for the Key Employee for whom such percentage is the highest; provided, however, that clause (ii) shall not apply if this Plan is required to be in an Aggregation Group and enables a defined benefit plan also required to be included in such Aggregation Group to satisfy the minimum participation standards set forth in Section 401(a)(4) or 410 of the Code; provided further that clauses (i) and (ii) shall not apply if an Employee who is not a Key Employee is covered by both a top heavy defined benefit plan and this Plan, in which case such Employee who is not a Key Employee shall receive the top heavy minimum under the defined benefit plan. For the purpose of determining the percentage at which contributions are made (or required to be made) on behalf of Key Employees, all defined contribution plans required to be included in the Aggregation Group shall be treated as one plan. Employer contributions made pursuant to Section 6.02 or 11.03 of the Plan shall be taken into account for purposes of satisfying the minimum contribution requirements of Section 416(c)(2) of the Code and the Plan.

Section 10.06 Collective Bargaining Provisions

The requirements of Section 10.5 shall not apply with respect to any Employee included in a unit of employees covered by an agreement which the Secretary of Labor finds to be a collective bargaining agreement between employee representatives (such as the Union) and one or more Employers if there is evidence that retirement benefits were the subject of good faith bargaining between such employee representatives and such Employer.

ARTICLE XI

Limitations on Elective Deferrals

Section 11.01 Definitions. For purposes of this Article the following terms shall be defined as follows:

- (a) **“Compensation”** shall mean all of each Eligible Participant’s Compensation paid to him during the Plan Year as defined in Section 1.07.
- (b) **“Eligible Participant”** shall mean any Employee who is otherwise eligible to have Elective Deferrals allocated to his account for the Plan Year. If Elective Deferrals are required as a condition of participation in the Plan, any Employee who would be a Participant but for his failure to make such deferrals shall be treated as an Eligible Participant on behalf of whom no Elective Deferrals are made.
- (c) **“Elective Deferrals”** shall mean any Employer contributions made to the Plan at the election of the Participant, in lieu of cash compensation, and shall include contributions made pursuant to a Salary Reduction Agreement or other deferral mechanism. With respect to any taxable year, a Participant’s Elective Deferral is the sum of all Employer contributions made on behalf of such Participant pursuant to an election to defer under any qualified cash or deferred arrangement as described in Code Section 401(k) of the Code, any simplified employee pension or cash or deferred arrangement as described in Code Section 402(h)(1)(B), any eligible deferred compensation plan under Code Section 457, any plan as described under Code Section 501(c)(18), and any Employer contributions made on the behalf of a Participant for the purchase of an annuity contract under Code Section 403(b) of the code pursuant to a salary reduction agreement. Elective Deferrals shall not include any deferrals properly distributed as Excess Annual Additions.
- (d) **“Excess Elective Deferrals”** shall mean those Elective Deferrals that are includible in a Participant’s gross income under Section 402(g) of the Code to the extent such Participant’s Elective Deferrals for a taxable year exceed the dollar limitation under such Code Section. Excess Elective Deferrals shall be treated as Annual Additions under the Plan, unless such amounts are distributed no later than the first April 15 following the close of the Participant’s taxable year.

Section 11.02

Collective bargaining units shall be disaggregated for purposes of satisfying the nondiscrimination requirements of Section 401(k) of the Code. In any Plan Year, each collective bargaining unit must satisfy the requirements of Section 11.03 or 11.06 and 11.04.

Section 11.03

To satisfy the requirements of this Section 11.03:

- (a) The Employer is required without regard to whether the Participant elects an elective contribution or employee contribution to make a contribution to the Plan on behalf of each Eligible Participant who is not a highly compensated employee in an amount equal to at least 3% of the Participant's Compensation. Such 3% contribution (but not any contribution over the required 3% contribution amount) shall constitute a qualified non-elective contribution for purposes of satisfying Code Section 401(k)(12). And
- (b) Within a reasonable period before any Plan Year, each Eligible Participant shall be given written notice of the his rights and obligations under the Plan which is sufficiently accurate and comprehensive to appraise him of such rights and obligations and is written in a manner calculated to be understood by the average Eligible Participant.

Section 11.04 Maximum Elective Deferrals.

- (a) **Maximum Amount of Elective Deferrals.** No Participant shall be permitted to have Elective Deferrals made under this Plan, or any other qualified plan maintained by the Employer, during any taxable year, in excess of the dollar limitation contained in Section 402(g) of the Code in effect at the beginning of such taxable year except to the extent permitted by Section 11.05.
- (b) **Assignment and Claim of Excess Elective Deferrals.** A Participant may assign to this Plan any Excess Elective Deferrals made during a taxable year of the Participant by notifying the Plan Administrator on or before March 1 next following such taxable year of the amount of the Excess Elective Deferrals to be assigned to the Plan. Participants who claim Excess Elective Deferrals for the preceding taxable year must submit their claims in writing to the Plan Administrator by March 1. A Participant shall be deemed to notify the Plan Administrator of any Excess Elective Deferrals that arise by taking into account only those Elective Deferrals made to this Plan and any other plan of the Employer.
- (c) **Distribution of Excess Elective Deferrals.** Notwithstanding any other provision of the Plan, Excess Elective Deferrals, plus any income and minus any loss allocable thereto, shall be distributed no later than April 15 to any Participant to whose account Excess Elective Deferrals were assigned for the preceding year and who claims Excess Elective Deferrals for such taxable year. Excess Elective Deferrals shall be adjusted for any income or loss up to the date of distribution. Effective for corrective distributions of Excess Elective Deferrals made on or after January 1, 2009, Excess Elective Deferrals shall be adjusted for any income or loss up to the end of the Plan Year to which such Excess Elective Deferrals relate, in accordance with applicable Treasury Regulations.

Section 11.05 Catch-Up Contributions

All employees who are eligible to make elective deferrals under this Plan and who have attained age 50 before the close of the Plan Year shall be eligible to make catch-up contributions in accordance with, and subject to the limitations of, section 414(v) of the Code. Such catch-up contributions shall not be taken into account for purposes of the provisions of the Plan implementing the required limitations of sections 402(g) and 415 of the Code. The Plan shall not

be treated as failing to satisfy the provisions of the Plan implementing the requirements of section 401(k)(3), 401(k)(11), 401(k)(12), 410(b), or 416 of the Code, as applicable, by reason of the making of such catch-up contributions.

Section 11.06 Effective January 1, 2010, this Section 11.06 shall be applicable in any Plan Year with respect to a collective bargaining unit if for that Plan Year, the requirements of Section 11.03 have not been satisfied with respect to that unit. To satisfy the requirements of this Section 11.06:

- (a) The Employee must be employed under one of the following types of Collective Bargaining Agreements:
 - (1) The Theatrical Television Motion Picture Area Standards Agreement
 - (2) Single Signatory (i.e., one-off) theatrical motion picture and television term agreements
 - (3) Low budget theatrical and television motion picture term agreements
 - (4) The AICP Multi-State Supplement to the AICP West Agreement
 - (5) Television term agreements
 - (6) Music Video Production Agreements
 - (7) Participation agreement with a chartered Studio Mechanics Local of IATSE
- (b) The Employee must not be receiving contributions to the Motion Picture Industry Pension and Health Plans on such employment.
- (c) The Employer must agree to provide the Fund Office in a timely manner with salary information for all relevant periods for all employees eligible to participate in the Plan or who would be eligible to participate in the Plan but for the highly compensated employee limitation of the Plan.
- (d) The Employee must be a Non-Highly Compensated Employee.

Section 11.07 Non-Discrimination Testing

To the extent that the Plan must perform non-discrimination testing of Elective Deferrals, the following provisions shall apply:

- (a) **“Average Deferral Percentage”** shall mean, for a specified group of Eligible Participants for any Plan Year, the average of the ratios (calculated separately for each Participant in such group) of (1) the amount of Elective Deferrals actually paid to the Plan on behalf of such Participant for the Plan Year, to (2) the Participant’s Compensation for the Plan Year, whether or not the Employee was a Participant for the entire year, including any Excess Elective Deferrals of Highly Compensated Employees but excluding Excess Elective Deferrals of Non-Highly Compensated Employees that arise solely from Elective Deferrals made under the Plan or plans of this Employer.

- (b) **“Excess Contributions”** shall mean, with respect to any Plan Year, the excess of:
- (1) The aggregate amount of Employer contributions actually taken into account in computing the Average Deferral Percentage of Highly Compensated Employees for such Plan Year, over
 - (2) The maximum amount of such contributions permitted by the Actual Deferral Percentage test.
- (c) **Average Deferral Percentage Test.** The Average Deferral Percentage for Eligible Participants who are Highly Compensated Employees for each Plan Year must satisfy one of the following tests;
- (1) The Average Deferral Percentage for Eligible Participants who are Highly Compensated Employees for the Plan Year shall not exceed the Average Deferral Percentage for Eligible Participants who are Non-Highly Compensated Employees for the preceding Plan Year multiplied by 1.25; or
 - (2) The Average Deferral Percentage for Eligible Participants who are Highly Compensated Employees for each Plan Year shall not exceed the Average Deferral Percentage for Eligible Participants who are Non-Highly Compensated Employees for the preceding Plan Year multiplied by 2, provided that the Average Deferral Percentage for Eligible Participants who are Highly Compensated Employees does not exceed the Average Deferral Percentage for Eligible Participants who are Non-Highly Compensated Employees by more than 2 percentage points for the preceding plan year.

For purposes of the tests in (1) and (2) above, in the case of the first Plan Year, the amount taken into account as the Actual Deferral Percentage of Non-Highly Compensated Employees for the preceding Plan Year shall be 3%. The Plan Administrator may elect to apply the tests in (1) and (2) above for any Plan Year by using the Actual Deferral Percentage of Non-Highly Compensated Employees for such Plan Year rather than the preceding Plan Year, provided, however, that if such election is made, it may not be changed for subsequent Plan Years except as provided by the Secretary of the Treasury. Employers may be aggregated for the purposes of satisfying the Average Deferral Percentage Test to the extent permitted by law.

- (d) **Special Rules for Actual Deferral Percentages.** The following rules shall apply in determining Actual Deferral Percentages:
- (1) The Actual Deferral Percentage for any Eligible Participant who is a Highly Compensated Employee for the Plan Year and who is eligible to have Elective Deferrals allocated to his account under two or more plans or arrangements described in Section 401(k) of the Code that are maintained by the Employer or any Related Employer shall be determined as if all such Elective Deferrals were made under a single arrangement. If a Highly Compensated Employee participates in two or more cash or deferred arrangements that have different Plan Years, all cash or deferred arrangements ending with or within the same calendar year shall be treated as a single arrangement. Notwithstanding the foregoing,

certain plans shall be treated as separate if mandatorily disaggregated under Regulations under Section 401 (k) of the Code.

- (2) In the event that this Plan satisfies the requirements of Section 401(k), 401 (a)(4) or 410(b) of the Code only if aggregated with one or more other plans, or if one or more other plans satisfy the requirements of such Sections of the Code only if aggregated with this Plan, then this Section shall be applied by determining the Average Deferral Percentage of Employees as if all such plans were a single plan. Plans may be aggregated in order to satisfy Section 401(k) of the Code only if they have the same Plan Year.
 - (3) The Employer shall maintain records sufficient to demonstrate satisfaction of the Actual Deferral Percentage Test used in such test.
 - (4) The determination and treatment of the Average Deferral Percentage amounts of any Participant shall satisfy such other requirements as may be prescribed by the Secretary of the Treasury.
- (e) **Distribution of Excess Contributions.** Excess Contributions plus any income and minus any loss allocable thereto, shall be distributed no later than March 15 of the following Plan Year to those Participants for whom accounts were maintained to which such Excess Contributions were allocated for the preceding Plan Year. The basis of such allocation shall be the amount of "Elective Deferrals" as defined in Section 11.01(c), paid to the Plan on behalf of each Highly Compensated Employee for such preceding Plan Year, beginning with the Highly Compensated Employee with the greatest such amount. Excess Contributions shall be distributed in accordance with the following:

The Elective Contributions of the Highly Compensated Employee with the highest dollar amount of Elective Contributions are reduced by the amount required to cause that Highly Compensated Employee's Elective Contributions to equal the dollar amount of the Elective Contributions of the Highly Compensated Employee with the next highest dollar amount of elective contributions. This amount is then distributed to the Highly Compensated Employee with the highest dollar amount. If the total Excess Contributions exceed this distributed amount, the Elective Contribution of the Highly Compensated Employee with the next highest dollar amount is reduced in accordance with the above. However, if a lesser reduction when added to the total dollar amount already distributed equals the total Excess Contributions, the lesser reduction amount is distributed.

Such distributions shall be made to Highly Compensated Employees on the basis of the respective portions of the Excess Contributions attributable to each such Employee. Excess Contributions shall be treated as Annual Additions under the Plan. Excess Contributions shall be adjusted for any income or loss up to the date of distribution. The income or loss allocable to Excess Contributions shall be the income or loss allocable to the Participant's Salary Reduction Account for the Plan Year and for the period between the end of the Plan Year and the date of distribution. Such distributions shall be made to Highly Compensated Employees on the basis of the respective portions of the Excess Contributions attributable to each of such Employees. Excess Contributions shall be treated as Annual Additions under the Plan. Excess Contributions shall be adjusted for any income or loss up to the date of distribution. The income or loss allocable to Excess

Contributions shall be the income or loss allocable to the Participant's Salary Reduction Account for the Plan Year and for the period between the end of the Plan Year and the date of distribution, except that effective for plan years starting on or after January 1, 2008, any income allocable to such Excess Elective Deferrals shall be adjusted only through the end of the year in which Excess Elective Deferrals were received.

Notwithstanding any provision to the contrary, the amount of Excess Contributions to be distributed with respect to an employee for a Plan Year shall be reduced by any excess deferrals previously distributed to the employee for the employee's taxable year ending with or within the Plan Year in accordance with Section 402(g)(2) of the Code.

ARTICLE XII

Staff Plan Benefits

Section 12.01 General.

Effective as of March 1, 2003, the I.A.T.S.E. Staff 401(k) Plan (the "Staff Plan") merged into the Fund pursuant to the terms of the "Agreement for Merger of the I.A.T.S.E. Staff 401(k) Plan into the I.A.T.S.E. Annuity Fund." The provisions of this Article 12 shall apply to Staff Plan Participants and shall be controlling to the extent of any inconsistency with any other provisions of this Plan.

Section 12.02 Definitions.

- (a) "Installment Payments" means a series of installment payments over a period certain selected by the Staff Plan Participant or his or her Beneficiary, subject to Section 12.04.
- (b) "Joint Board" means collectively the Boards of Trustees of the I.A.T.S.E. Staff Retirement Fund, the I.A.T.S.E. National Health and Welfare Fund, the I.A.T.S.E. National Pension Fund and the I.A.T.S.E. Annuity Fund.
- (c) "Staff Plan Account Balance" means the sum of the amounts credited at a particular point in time to a Staff Plan Participant's Employer Contribution Account, Rollover Contribution Account, and Salary Reduction Account. All amounts transferred from the Staff Plan to the Fund on behalf of a Staff Plan Participant shall be allocated to the Staff Plan Participant's Salary Reduction Account.
- (d) "Staff Plan Participant" means a Participant who is an Employee of the Joint Board or a former Employee of the Joint Board who had a positive balance in his or her account under the Staff Plan as of February 28, 2003. Staff Plan Participants shall be treated as Participants for all purposes under the Plan, except as provided in this Article XI.

Section 12.03 Staff Plan Participant Benefits Eligibility.

(a) Separation from Service.

Notwithstanding anything in Section 7.02 to the contrary, a Staff Plan Participant shall be eligible to receive a distribution of his or her Staff Plan Account Balance as of the date on which he or she has terminated his or her employment with the Joint Board and shall be eligible to receive his or her Staff Plan Account Balance in the form of a Qualified Joint and Survivor Annuity, Single Life Annuity, Installment Payments, a lump-sum or a partial lump-sum as the Staff Plan Participant may elect, subject to the provisions of Sections 7.07 and 12.04.

(b) In-Service Distribution at Age 59 ½.

Notwithstanding anything in Section 7.02 to the contrary, upon his or her attaining age 59½, a Staff Plan Participant (regardless of whether he or she is presently employed by

the Joint Board) shall be eligible to receive the Salary Reduction Account portion of his Staff Plan Account Balance in the form of a Qualified Joint and Survivor Annuity, a Single Life Annuity, Installment Payments, a lump-sum or partial lump-sum as the Staff Plan Participant may elect, subject to the provisions of Sections 7.07 and 12.04.

(c) Total and Permanent Disability.

If a Staff Plan Participant becomes totally and permanently disabled (as defined in Section 7.02(d)), he or she shall be eligible to receive his or her Staff Plan Account Balance in the form of a Qualified Joint and Survivor Annuity, a Single Life Annuity, Installment Payments, a lump-sum or partial lump-sum as the Staff Plan Participant may elect, subject to the provisions of Sections 7.07 and 12.04.

Section 12.04 Special Rule Related to Installment Payments.

The payment of Installment Payments to a Staff Plan Participant shall be consistent with the requirements of Section 401(a)(9) of the Code and the Regulations issued thereunder, which are hereby incorporated by reference. The Trustees at any time and in their sole discretion shall have the authority to alter the form and timing of any distribution to meet the requirements of Code Section 401(a)(9).

Section 12.05 Right of Beneficiary to Receive Distribution in Optional Forms.

Notwithstanding any provision of the Plan to the contrary, a Beneficiary of a Staff Plan Participant may elect to receive any distribution from the Staff Plan Participant's Staff Plan Account Balance to which the Beneficiary may become entitled in any form of benefit that the Staff Plan Participant would have been able to elect with respect to his or her Staff Plan Account Balance (other than a Qualified Joint and Survivor Annuity).

IN WITNESS WHEREOF, the Trustees have caused this amended and restated Plan to be executed on this ___ day of _____, 20__.

I.A.T.S.E. ANNUITY FUND

UNION TRUSTEES:

EMPLOYER TRUSTEES:

UNION TRUSTEES

EMPLOYER TRUSTEES

Matthew D. Loeb

Christopher Brockmeyer

Daniel DiTolla

Dean Ferris

William Kearns

Jason Laks

Ronald Kutak

Paul Libin

Brian Lawlor

Carol Lombardini

Patricia White

Sean Quinn

James B. Wood

Howard S. Welinsky

APPENDIX A

PUERTO RICO SUPPLEMENT

Pertaining to “Puerto Rico Employees” (as defined in Section 2A herein) employment by any Employer as defined in Article I of the Plan.

ARTICLE 1A - INTRODUCTION

1A.1 Plan Qualification. This Plan is intended to satisfy the provisions of Title I of ERISA and to qualify as a profit sharing plan with a qualified cash or deferred arrangement under Section 401(a) of the Code and Section 1081.01(a) of the Puerto Rico Code. Contributions under the Plan are not conditioned on the existence of current or accumulated profits. The Plan shall be interpreted in a manner that comports with these intentions.

1A.2 Use of Terms. All terms and provisions of the Plan shall apply to the participation in the Plan by Puerto Rico Employees, except that where the terms and provisions of the Plan and this Puerto Rico Supplement conflict, the terms of the Puerto Rico Supplement shall govern the participation in the Plan of Puerto Rico Employees.

ARTICLE 2A - DEFINITIONS

2A.1 “Puerto Rico Code” means the Puerto Rico Internal Revenue Code of 2011, as amended, or any successor statute enacted in its place. Where the context indicates otherwise, “Code” shall mean the United States Internal Revenue Code of 1986, as amended.

2A.2 “Compensation” for any period shall mean the Puerto Rico Employee’s “wages” paid to him by the Employer during such period, as defined in Section 3401(a) of the Code for purposes of income tax withholding at the source, but determined without regard to any rules that limit remuneration included in wages based on the nature or location of employment or services performed (such as the exception for agricultural labor under Section 3401(a)(2) of the Code); subject, however, to the following provisions:

(a) For purposes of determining contributions under a Salary Reduction Agreement in accordance with Section 1081.01(d) of the Puerto Rico Code and calculating the Average Deferral Percentage Test, Compensation shall include any “elective contributions” or “deferred compensation” as defined in paragraph (b) below.

(b) For purposes of this Section, “elective contributions” shall mean any amount which is contributed by the Employer pursuant to a salary reduction agreement and which is not includible in the gross income of the Employee under

Section 125, 132(f)(4), 402(a)(8), 402(h) or 403(b) of the Code or Section 1081.01(d) of the Puerto Rico Code, and “deferred compensation” shall mean any amount deferred under an eligible deferred compensation plan within the meaning of Section 457 of the Code, or any employee contributions under a government plan described in Section 414(h)(2) of the Code that are “picked up” by the Employer and thus treated as an Employer contribution.

(c) For any bargaining unit where the Collective Bargaining Agreement excludes all or any portion of irregular or additional compensation (such as overtime, per diem, shift differentials or penalties) for purposes of determining the non-elective contribution to the Fund, such amounts shall not be included in Compensation.

Compensation for any period shall in all cases be limited to the applicable amount in effect from time to time for the period under Section 401(a)(17) of the Code (\$250,000 in 2012) and Section 1081.01(a)(12) of the Puerto Rico Code.

2A.3 “Effective Date” means January 1, 2011, the date that the provisions of this Puerto Rico Supplement shall be first effective.

2A.4 “Highly Compensated Puerto Rico Employee” means any Puerto Rico Employee who (a) is an officer of an Employer; (b) owns more than five percent (5%) of the stock entitled to vote or of the total value of all classes of stock of an Employer; (c) owns more than five percent (5%) of the capital or of the interest in the profits of an Employer; or (d) had Compensation from an Employer for the preceding taxable year in excess of the applicable limits determined for such taxable year under Section 414(q)(1)(B) of the Code, as amended from time to time or as adjusted by the Internal Revenue Service. To determine whether a Puerto Rico Employee owns more than five percent (5%) of the stock, capital or interest in the profits of an Employer, the provisions under Section 1081.01(a)(14)(A) of the Puerto Rico Code shall apply. This definition shall be interpreted consistently with section 1081.01(d)(3)(e)(iii) of the Puerto Rico Code and any optional rules permitted by Puerto Rico law in identifying Highly Compensated Puerto Rico Employees shall be incorporated into this definition.

2A.5 “Plan” shall have the same meaning as in Article I, Section 1.22.

2A.6 “Puerto Rico Employee” means an Employee who is a bona fide resident of Puerto Rico for purposes of Section 937 of the Code, and whose Compensation is included in gross income for purposes of Section 1031.01 of the Puerto Rico Code.

ARTICLE 3A - CONTRIBUTIONS

3A.1 Salary Reduction Contributions. A Participant’s Salary Reduction Contributions are made on a before-tax basis by Salary Reduction Agreement in accordance with Section 1081.01(d) of the Puerto Rico Code. Each Puerto Rico Employee who has met the participation requirements of Article II of the Plan may make Salary Reduction Contributions in an amount and in accordance with the procedures described in Article IV of the Plan and to the extent permitted by either Section 11.03 or

11.06 of the Plan. A Participant's Salary Reduction Contributions for any Plan Year shall not exceed the maximum amount permitted by the limits specified in Section 4A.1.

3A.2 Catch-Up Contributions. A Participant who is eligible to make Salary Reduction Contributions under this Plan and who has attained not less than age 50 before the close of the Plan Year shall be permitted to make catch-up contributions, on a before-tax basis in excess of the limitations of Section 1081.01(d)(7)(A) of the Puerto Rico Code, and subject to the limitations specified in Section 4A.2.

3A.3 Non-Elective Employer Contributions. If provided for in a Collective Bargaining Agreement, an Employer shall make Non-Elective Employer Contributions for each Participant in accordance with such Collective Bargaining Agreement in accordance with Article VI of the Plan.

3A.4 Rollover Contributions.

(a) In General. A Participant may roll over into the Plan any amount eligible for a tax-free rollover under the applicable provisions of both Section 402(c) of the Code and Section 1081.01(b)(2) of the Puerto Rico Code and in accordance with Section 5.02 of the Plan.

(b) Transfer from Other Plan. Notwithstanding any other provisions of the Plan to the contrary, the Plan, if so directed by the Plan Administrator, shall accept a direct transfer from another retirement plan qualified under both Section 401(a) of the Code and Section 1081.01(a) of the Puerto Rico Code; provided that the transfer meets the provisions of Section 414(l) of the Code. Such transferred amount shall be treated as a Rollover Contribution amount, and shall be subject to the rules set forth in Section 5.02 of the Plan.

ARTICLE 4A - ANNUAL LIMITS ON CONTRIBUTIONS

4A.1 Limitation on Salary Reduction Contributions. If a Participant makes Salary Reduction Contributions in a calendar year, such contributions may be in any percentage (up to 85%) of the Participant's annual compensation, up to a maximum of \$17,000 for taxable year beginning on January 1, 2012, or such greater amount as may be permitted under Section 1081.01(d)(7)(A)(ii) of the Puerto Rico Code, which adopts by reference the provisions of Section 402(g) of the Code. If a Participant participates in two or more plans that meet the requirements of Section 401(a) of the Code and Section 1081.01(a) of the Puerto Rico Code, such plans shall be combined for purpose of this limitation.

4A.2 Limitation on Catch-Up Contributions. If a Participant makes a catch-up contribution in a taxable year in accordance with Section 11.05 of the Plan, such contributions shall be limited to the lesser of the amounts permitted under Section 414(v) of the Code or Section 1081.01(d)(7)(C)(i) of the Puerto Rico Code (\$1,500 for taxable year beginning on January 1, 2012).

4A.3 Puerto Rico Code Nondiscrimination Test.

(a) In general. Each Plan Year, the Plan shall satisfy with regard to the Puerto Rico Employees, the minimum coverage test of Section 1081.01(a)(3) of the Puerto Rico Code, the general nondiscrimination test on benefits and contributions of Section 1081.01(a)(4) of the Puerto Rico Code, and with respect to the Salary Reduction Contributions by Puerto Rico Employees, the actual deferral percentage test of Section 1081.01(d)(3) of the Puerto Rico Code.

(b) Actual Deferral Percentage Test. To the extent that the Plan must perform nondiscrimination testing of Salary Reduction Contributions, the Plan shall not meet the requirements of Section 1081.01(d) of the Puerto Rico Code unless as of the last day of each Plan Year the average deferral percentage for the group of Highly Compensated Puerto Rico Employees is not more than the average deferral percentage of all other eligible Puerto Rico Employees multiplied by 1.25, or the excess of the average deferral percentage for the group of Highly Compensated Puerto Rico Employees over that of all the other eligible Puerto Rico Employees is not more than 2 percentage points and the average deferral percentage for the group of Highly Compensated Employees is not more than average deferral percentage of all other eligible Puerto Rico Employees multiplied by 2.

(c) Deferral Percentage. The deferral percentage of a Participant for a Plan Year means his Salary Reduction Contributions for such year computed as a percentage of his Compensation paid while eligible to participate during such year (to the nearest one-hundredth of a percentage point). If a Puerto Rico Employee has satisfied the participation requirements under Article II of the Plan but has not elected to make Salary Reduction Contributions, he shall nevertheless be taken into account as having made zero Salary Reduction Contributions.

(d) If two or more plans which include cash or deferred contributions are deemed a single plan for purposes of Sections 1081.01(a)(3) and 1081.01(a)(4) of the Puerto Rico Code, the cash or deferred contributions under all such plans shall be combined for purposes of this Section 4A.3.

(e) If any Highly Compensated Puerto Rico Employee is a participant under two or more cash or deferred arrangements of the Employer which are qualified plans under Section 1081.01(a) of the Puerto Rico Code then all such cash or deferred arrangements shall be deemed a single arrangement.

(f) To the extent provided under the Puerto Rico Code, the Plan Administrator may include contributions under Section 3A.3 to the extent such contributions satisfy Section 1081.01(d)(2)(B) and (C) of the Puerto Rico Code when made.

(g) For purposes of this Section 4.A3, the plans of the Employer or other persons treated as the Employer under Section 1081.01(14)(A) of the Puerto Rico Code shall be aggregated as a single plan.

4A.4 Limitation on Annual Contributions. Notwithstanding any other provisions of the Plan, effective for Plan Years commencing on or after January 1, 2012, the amount of contributions allocated to a Participant's Account (excluding Rollover Contributions) under the Plan for any Plan Year will not cause annual contributions to the Plan (including contributions under all defined contribution plans maintained by the Employer or affiliated companies as defined under Section 1081.01(a)(14)(A) of the Puerto Rico Code) to exceed the applicable limit under Section 415(c) of the Code, as adjusted by the Internal Revenue Service or such other amount as may be determined from time to time in accordance with Section 1081.01(a)(11)(B) of the Puerto Rico Code.

ARTICLE 5A - DISTRIBUTIONS

5A.1 Direct Rollover Distributions. A Participant or Beneficiary who is eligible to receive a distribution from the Plan which constitutes an eligible rollover distribution under Section 402(c) of the Code and a lump sum distribution under Section 1081.01(b)(2)(A) of the Puerto Rico Code, may direct the Plan Administrator to transfer all or any part of such distribution to a retirement plan qualified under the provisions of both Section 401(a) of the Code and Section 1081.01(a) of the Puerto Rico Code.

IN WITNESS WHEREOF, the Trustees have caused this amended and restated Plan to be executed on this 11 day of September 2014

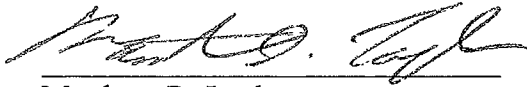
I.A.T.S.E. ANNUITY FUND

UNION TRUSTEES:


EMPLOYER TRUSTEES:

UNION TRUSTEES

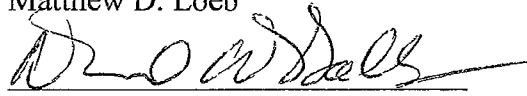
EMPLOYER TRUSTEES



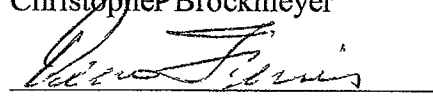
Matthew D. Loeb



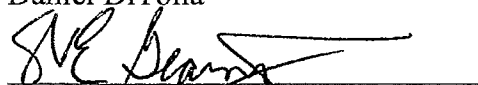
Christopher Brockmeyer



Daniel DiTolla



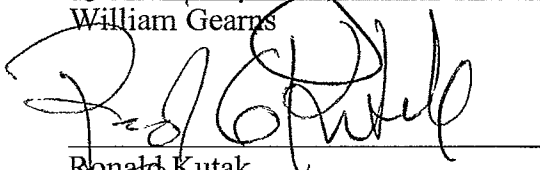
Dean Ferris



William Gearns

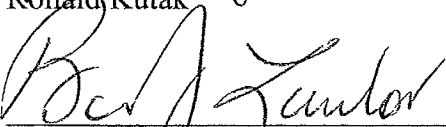


Jason Laks



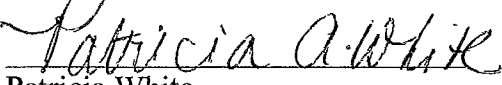
Ronald Kutak

Paul Libin



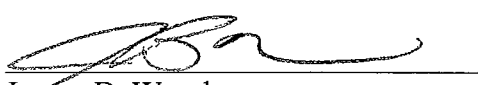
Brian Lawlor

Carol Lombardini



Patricia White

Sean Quinn



James B. Wood

Howard S. Welinsky

IN WITNESS WHEREOF, the Trustees have caused this amended and restated Plan to be executed on this ___ day of _____, 20__.

I.A.T.S.E. ANNUITY FUND

UNION TRUSTEES:

EMPLOYER TRUSTEES:

UNION TRUSTEES

EMPLOYER TRUSTEES

Matthew D. Loeb

Christopher Brockmeyer

Daniel DiTolla

Dean Ferris

William Gearns

Jason Laks

Ronald Kutak

Paul Libin

Brian Lawlor

Carol Lombardini


Patricia White

Sean Quinn

James B. Wood

Howard S. Welinsky

|

 9/15/14

IN WITNESS WHEREOF, the Trustees have caused this amended and restated Plan to be executed on this 17th day of September, 2014.

I.A.T.S.E. ANNUITY FUND

UNION TRUSTEES:

EMPLOYER TRUSTEES:

UNION TRUSTEES

EMPLOYER TRUSTEES

Matthew D. Loeb

Christopher Brockmeyer

Daniel DiTolla

Dean Ferris

William Gearns

Jason Laks

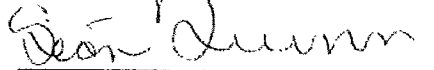
Ronald Kutak

Paul Libin

Brian Lawlor

Carol Lombardini

Patricia White



Sean Quinn

James B. Wood

Howard S. Welinsky

IN WITNESS WHEREOF, the Trustees have caused this amended and restated Plan to be executed on this 16 day of September 2014

I.A.T.S.E. ANNUITY FUND

UNION TRUSTEES:

EMPLOYER TRUSTEES:

UNION TRUSTEES

EMPLOYER TRUSTEES

Matthew D. Loeb

Christopher Brockmeyer

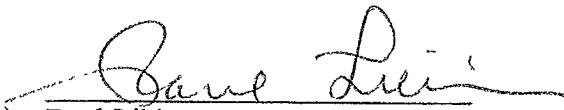
Daniel DiTolla

Dean Ferris

William Gearns

Jason Laks

Ronald Kutak



Paul Libin

Brian Lawlor

Carol Lombardini

Patricia White

Sean Quinn

James B. Wood

Howard S. Welinsky

IN WITNESS WHEREOF, the Trustees have caused this amended and restated Plan to be executed on this 22nd day of October, 2014. *CAZ*

I.A.T.S.E. ANNUITY FUND

UNION TRUSTEES:

EMPLOYER TRUSTEES:

UNION TRUSTEES

EMPLOYER TRUSTEES

Matthew D. Loeb

Christopher Brockmeyer

Daniel DiTolla

Dean Ferris

William Kearns

Jason Laks

Ronald Kutak

Paul Libin

Brian Lawlor



Carol Lombardini

Patricia White

Sean Quinn

James B. Wood

Howard S. Welinsky