

**DISTRICT NO. 9, INTERNATIONAL  
ASSOCIATION OF MACHINISTS AND  
AEROSPACE WORKERS PENSION PLAN**

**EFFECTIVE JANUARY 1, 2014**

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# INTRODUCTION

## INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS PENSION PLAN

The following is a restatement and revision of the District No. 9. International Association of Machinists and Aerospace Workers Pension Plan originally established on January 14, 1957. The Restatement is effective January 1, 2014, unless specifically provided otherwise.

## ARTICLE I DEFINITIONS

Unless the context or subject matter otherwise requires, the following definitions shall govern in the Plan:

### **Section 1.01. Actuarial Equivalent.**

For purposes of determining alternate benefit forms and options not explicitly defined elsewhere, the definition of Actuarial Equivalent shall be based upon an interest rate of 7.5% and male life expectancies at each age from the 1994 Group Annuity Mortality Table.

Effective January 1, 2000, if a benefit is paid in one lump sum or in any benefit form subject to Code Section 417(e), pursuant to the provisions of this Plan, in determining the present value of the benefits due, the Plan shall use:

- (a) Sex blended combination of the 1983 Group Annuity Mortality Table, or such other table required by the Secretary of the Treasury, pursuant to Code Section 415(b)(2)(E)(v), and
- (b) The annual interest rate on 30-year Treasury Securities, as specified by the Commissioner of Internal Revenue in accordance with Section 417(e), for the second month which precedes the first day of the Plan Year which contains the Payment Starting Date.

Notwithstanding the preceding paragraph, a Plan amendment that changes the date for determining the applicable interest rate (including an indirect change as a result of a change in Plan Year) shall not be given effect with respect to any distribution during the period commencing one year after the later of the amendment's effective date or adoption date, if, during such period and as a result of such amendment, the Participant's distribution would be reduced.

For purposes of adjusting any benefit under this Section, prior to January 1, 1995, the interest rate assumptions may not be less than the greater of 5 percent or the rate specified in the Plan for determining actuarial equivalence for the particular form of retirement benefit. Effective January 1, 1995, the actuarial equivalent to a straight life annuity, for purposes of applying the limitations under Section 415(b) to benefits that are not subject to Section 417(e)(3), is equal to the greater of the equivalent annual benefit computed using the interest rate and mortality table, or tabular factor, specified in the Plan for actuarial equivalence for the particular form of benefit payable and the equivalent annual benefit computed using a 5 percent interest rate assumption and the applicable mortality table. For benefits subject to Section 417(e)(3), the equivalent annual straight life annuity is equal to the greater of the equivalent annual benefit computed using the interest rate and mortality table, or tabular factor, specified in the Plan for

actuarial equivalence for the particular form of benefit payable and the equivalent annual benefit computed using the applicable interest rate and the applicable mortality table. The applicable interest rate used for determining actuarial equivalencies is the annual interest rate on 30-year Treasury securities, as specified by the Commissioner in accordance with Section 417(e), for the second month which precedes the first day of the Plan Year which contains the Payment Starting Date. The applicable mortality table is the mortality table prescribed in Revenue Ruling 95-6.

Effective for distributions with annuity starting dates on or after December 31, 2002, notwithstanding any other Plan provisions to the contrary, the applicable mortality table used for purposes of adjusting any benefit or limitation under Section 415(b)(2)(B), (C), or (D) of the Internal Revenue Code, as set forth in Section 4.12 of the Plan and the applicable mortality table used for purposes of satisfying requirements of Section 417(e) of the Internal Revenue Code as set forth in Section 1.01 of the Plan is the table prescribed in Revenue Ruling 2001-62. For any distribution with an Annuity Starting Date on or after the effective date of this Section and before the adoption date of this Section, if application of the amendment as of the Annuity Starting Date would have caused a reduction in the amount of any distribution, such reduction is not reflected in any payment made before the adoption date of this Section. However, the amount of any such reduction that is required under Section 415(b)(2)(B) must be reflected actuarially over any remaining payments to the Participant.

If the Plan uses an interest rate or mortality table other than the “applicable interest rate” or the “applicable mortality table,” as defined in Internal Revenue Code Section 417(e)(3), the Participant’s benefit will be at least as great as the benefit produced by using the aforementioned applicable interest rate and the applicable mortality table.

With respect to any lump sum payment or payment subject to Section 417(e) of the Internal Revenue Code including the Social Security Level Income option, the following rules apply effective for distributions on or after January 1, 2008:

- (a) The Applicable Interest Rate for a Plan Year shall be the adjusted first, second and third segment rates applied under the rules similar to the rules of Section 430(h)(2)(C) of the Internal Revenue Code for the second full calendar month preceding the Plan Year which contains the date of distribution, or such other time as the Secretary of Treasury may by regulations prescribe. For this purpose, the first, second, and third segment rates are the first, second and third segment rates that would be determined under Section 430(h)(2)(C) of the Internal Revenue Code if:
  - (1) Section 430(h)(2)(D) of the Internal Revenue Code were applied by substituting the average yields for the second full calendar month preceding the Plan Year which contains

the date of distribution or such other time as the Secretary of Treasury may by regulations prescribe for the average yields for the 24-month period described in such Section, and

- (2) Section 430(h)(2)(G)(i)(II) of the Internal Revenue Code were applied by substituting "Section 417(e)(3)(A)(ii)(II) for "Section 412(b)(5)(B)(ii)(II)", and
- (3) The applicable percentage under Section 430(h)(2)(G) of the Internal Revenue Code is treated as being 20% in 2008, 40% in 2009, 60% in 2010, and 80% in 2011.

(b) Effective for any lump sum distribution or benefit payment subject to Section 417(e) of the Internal Revenue Code made on or after January 1, 2008, the benefit shall not be less than the amount determined by using the 1994 Group Annuity Tables for males and 7.5% interest. For such distributions with an Annuity Starting Date on or after January 1, 2009 and prior to September 1, 2009, the benefit shall not be less than the amount determined based on the following:

- (1) For participants with less than 20 years of service and whose age plus service is less than 85, the factor for benefits paid before age 62 is 2.0. The factor for benefits paid on and after age 62 is 1.0 minus 0.12 for each year the participant is younger than 62, with a minimum factor of 0.1600.
- (2) For participants with 30 or more years of service or whose age plus service is 85 or greater, the factor for benefits paid before age 62 is 2.0 minus 0.08 for each year the participant is younger than 62, with a minimum factor of 1.3333. The factor for benefits paid on and after age 62 is 1.0 minus 0.07 for each year the participant is younger than 62, with a minimum factor of 0.4167.

(c) The Applicable Mortality Table for all purposes under the Plan shall be the mortality table prescribed in regulations under Section 417(e) of the Internal Revenue Code for use in the Plan Year that contains the date of distribution.

## **Section 1.02. Administrator.**

The term "Administrator" shall refer to the Board of Trustees.



**Section 1.03. Anniversary Year.**

A Participant's Anniversary Year shall be the 12-month period commencing with the Participant's Contribution Date and each such successive 12-month period.

**Section 1.04. Annuity Starting Date.**

The Annuity Starting Date is the first day of the first month for which an amount is payable as an annuity. The Participant may elect this Annuity Starting Date in his application for benefits, provided the Participant has fulfilled or, as of the date selected will have fulfilled all of the conditions for entitlement to benefits, and provided further as follows:

- (a) The date selected must be the first day of a month beginning after the submission of a completed application and submission of any required documentation.
- (b) The date selected must be at least 30, but no more than 180, days after the Plan Administrator has supplied the Participant with detailed information concerning his or her benefit options and notice of the right to waive the Husband-and-Wife Pension described in Article VII, if applicable. The Administrator will provide the notice and waiver forms when the Participant indicates a desire to retire.
- (c) The date selected may be no more than 180 days after the date on which the Participant and Spouse execute a waiver form.
- (d) The Annuity Starting Date may not be later than the April 1 of the year following the year in which the Participant attains age 70½.

The Participant and Spouse, if any, may waive the 30-day waiting period and select an Annuity Starting Date as early as the first day of the month in which the Administrator provides the notice referred to in Subpart b above. Such waiver must be in writing. Further, a Participant who is eligible for an Early Retirement Benefit by virtue of having been determined by Social Security to be disabled, may elect an Annuity Starting Date as early as the first date for which Social Security disability benefits were payable, provided the Participant and Spouse, if any, waive the 30-day waiting period in writing. In no event will benefits actually be paid prior to eight days after the Administrator provides the notice referred to in Subpart b. Any waiver of the Husband-and-Wife Pension may be revoked during that eight-day period.

A Participant who has an Annuity Starting Date before his or her Normal Retirement Age and then earns additional benefit accruals under the Plan through re-employment will have a separate Annuity Starting

Date with respect to the additional accruals, except that an Annuity Starting Date that is on or after the Participant's Normal Retirement Age shall be used for any additional benefits accrued through reemployment after that date.

**Section 1.05. Beneficiary.**

The term "Beneficiary" shall mean a person (other than a Pensioner) who is entitled to and who is receiving benefits under this plan because of his or her designation for such benefits by a Participant.

**Section 1.06. Collective Bargaining Agreement.**

The term "Collective Bargaining Agreement" shall mean any written labor contract by and between a Contributing Employer and the Union or a labor organization which bargains jointly with the Union which provides for contributions to this Pension Trust, together with any renewal, modification, or amendment thereof or successor agreement thereto.

**Section 1.07. Contiguous Employment or Continuous Employment.**

The terms "Contiguous Employment" and "Continuous Employment" shall mean a period of employment that is not interrupted by a quit, discharge, or other termination.

**Section 1.08. Contributing Employer.**

The term "Contributing Employer" shall mean any employer who:

- (a) Is a party to a Collective Bargaining Agreement with the Union or with a labor organization which bargains jointly with the Union,
- (b) Is obligated by a Collective Bargaining Agreement to contribute to the Trust,
- (c) Has signed a Contributing Employer's Agreement, the form and terms of which have been approved by the Trustees, and
- (d) Is accepted by the Trustees as a Contributing Employer.

The term "Contributing Employer" shall also include a related Contributing Employer, such as the Union, the District No. 9, I.A.M.A.W. Pension and Welfare Trusts, the District No. 9, Machinists Building, Inc., provided that any such employer is obligated to contribute to the Trust on the same basis as other Contributing Employers, has signed a Contributing Employer's Agreement, the form and terms of which

have been approved by the Trustees, and has been accepted by the Trustees as a Contributing Employer. The term "Contributing Employer" shall not include any employer whose status as a Contributing Employer has been terminated by the Trustees or who has ceased to be obligated to contribute to the Trust.

**Section 1.09. Contribution Date.**

An employee's "Contribution Date" shall mean the first date for which any Contributing Employer was or shall be obligated to make a contribution to the Pension Trust on his behalf. A Participant shall have no more than one Contribution Date.

**Section 1.10. Contribution Rate.**

The term "Contribution Rate" shall mean the amount set forth in the Collective Bargaining Agreement, the Contributing Employer's Agreement, or both as the amount which a Contributing Employer is obligated to pay to the Trust on behalf of an employee.

**Section 1.11. Covered Employee.**

A "Covered Employee" is:

- (a) Any person who is covered by and performs work under a Collective Bargaining Agreement between a Contributing Employer and the Union, or a related labor organization, as set forth in Section 1.08, and for whom the Contributing Employer is obligated to make contributions to the Trust, but shall not include a person who is with respect to such a Contributing Employer a sole proprietor, partner, or a supervisory or managerial employee possessing the power to hire and fire other employees, and
- (b) All hourly and salaried employees of the Union, the District No. 9, I.A.M.A.W. Pension and Welfare Trusts and the District No. 9, Machinists Building, Inc.

The term Covered Employee shall not include a person who is prohibited from participating in the Plan by the applicable provisions of the Labor Management Relations Act, the Internal Revenue Code, or both.

**Section 1.12. Covered Employment.**

The term "Covered Employment" shall mean the employment of an employee with a Contributing Employer while he is a Covered Employee, as defined in Section 1.11. Covered Employment shall not,

however, include any period of employment with an employer after termination by the Trustees of the employer's status as a Contributing Employer, pursuant to other provisions of the Plan, or any period of employment during which the Employer is not obligated to contribute on behalf of the employee.

**Section 1.13. Future Service Credit.**

The term "Future Service Credit" shall mean units of Pension Credit earned in accordance with Article 5 hereof for periods of employment subsequent to the Contribution Date.

**Section 1.14. Hour of Service.**

An employee will be credited with an "Hour of Service" for:

- (a) Each hour for which the employee is directly or indirectly paid, or entitled to payment, by the employer for the performance of duties. These hours shall be credited to the employee for the computation period or periods in which the duties are performed; and
- (b) Each hour, up to a maximum of 501 hours, for which the employee is directly or indirectly paid or entitled to payment by the employer for reasons (such as vacation, sickness or disability) other than for the performance of duties. These hours shall be credited to the employee during the computation period or periods during which the vacations, sickness, disability, etc. occurred; and
- (c) Without duplication of any other hour of service, each hour for which back pay, irrespective of mitigation of damage, has either been awarded or agreed to by the employer. These hours shall be credited to the employee for the computation period, or periods, to which the award or agreement pertains, rather than the computation period in which the award, agreement, or payment was made.

However, no hour of service shall be credited on account of payment made or due under a plan maintained solely for the purpose of complying with applicable workers' compensation, unemployment compensation, or disability insurance laws, and no hour of service shall be credited on account of a payment which reimburses an employee solely for medical or medically related expenses incurred by the employee. Hours of Service shall be credited in accordance with D.O.L. Regulation 2530.200b-2(b) and (c).

Hours of Service shall also be credited in accordance with Section 5.06 of the Plan concerning paternity and maternity leave and Article VI concerning active duty in the uniformed services of the United States.

Effective August 5, 1993, for purposes of vesting only, an employee will be credited with an hour of service for each hour during which the employee is on leave provided for by the Family and Medical Leave Act (PL 103-3). The number of hours of service to be credited for such leave shall be the number of hours that normally would have been credited to the employee but for the leave, if such number can be ascertained. If this number cannot be ascertained, the employee will be credited with eight hours of service for each working day during such period of leave.

**Section 1.15. Normal Retirement Age.**

The term "Normal Retirement Age" shall mean age 65 or, if later, the earlier of:

- (a) The fifth anniversary of the commencement of the Participant's participation in the Plan, or
- (b) The date on which the Participant has earned five Years of Vesting Service.

**Section 1.16. Participant and Active Participant.**

The term "Participant" shall mean a Pensioner or a Covered Employee who meets the requirements for participation in the Plan as set forth in Article 3, or a former employee who has acquired a right to a Deferred Vested Pension under this Plan. The term "Active Participant" shall mean those participants who meet the requirements for participation in Article 3, but shall not include those who are Participants solely by reason of being Pensioners or by reason of having acquired vested status.

**Section 1.17. Past Service Credit.**

The term "Past Service Credit" shall mean units of Pension Credit granted in accordance with Article 5 hereof for periods of employment prior to the Contribution Date.

**Section 1.18. Pension Credit.**

The term "Pension Credit" shall mean the units of credit which are accumulated and maintained for employees in accordance with Article V of this Plan.

**Section 1.19. Pension Plan.**

The terms "Pension Plan" or "Plan" shall mean this District No. 9, I.A.M.A.W. Pension Plan document and any modification, amendment, extension, renewal or restatement hereof.

**Section 1.20. Pensioner.**

The term "Pensioner" shall mean an employee who is retired and who is entitled to and is receiving pension benefits.

**Section 1.21. Plan Year or Calendar Year.**

Effective January 1, 1976, the term "Plan Year" or "Calendar Year" shall mean the period from January 1 to the next December 31. For purposes of ERISA regulations, the calendar year shall serve as the vesting computation period, the benefit accrual computation period, and, after the initial period of employment, the computation period for eligibility to participate in the Plan.

**Section 1.22. Spouse.**

Effective June 26, 2013, the term "Spouse" shall mean: 1) your legal Spouse as defined under the laws of the State of Missouri; and 2) any individual to whom you are lawfully married under any state law, including individuals married to a person of the same sex who are legally married in a state that recognizes same sex marriages, even if you are domiciled in a state that does not recognize such marriage. The term "Spouse" shall not mean domestic partners or individuals in civil unions.

**Section 1.23. Trust.**

The term "Trust" shall mean the District No. 9, I.A.M.A.W. Pension Trust originally established on January 14, 1957, and the assets thereof.

**Section 1.24. Trust Agreement.**

The term "Trust Agreement" shall mean the original Agreement and Declaration of Trust of January 14, 1957, establishing the District No. 9, I.A.M.A.W. Pension Trust and any modification, amendment, extension, renewal or restatement thereof.

**Section 1.25. Trustee.**

The term "Trustee" shall mean any person designated as a Trustee, pursuant to the Trust Agreement and the successors of such person from time to time in office. The terms "Board of Trustees," "Board" and "Trustees" mean the Board of Trustees established by the Trust Agreement.

**Section 1.26. Union.**

The term "Union" shall mean District No. 9 of the International Association of Machinists and Aerospace Workers" and its affiliated Local Lodges.

## **ARTICLE II BASIS OF EMPLOYER PARTICIPATION IN THE PLAN**

### **Section 2.01. General.**

An employer may be accepted by the Trustees as a Contributing Employer if:

- (a) The employer has signed a Collective Bargaining Agreement or other agreement providing the detailed basis on which the employer is to contribute to the Trust, and
- (b) The employer has signed a contributing employer's agreement approved by the Trustees.

### **Section 2.02. Right of the Trustees to Reject or Discontinue Employer Participation.**

If the initial acceptance or continued participation of an employer will, in the judgment of the Trustees, adversely affect the actuarial soundness of the Trust, then the Trustees may, as a condition of acceptance or continued participation, impose any terms and conditions they consider necessary to preserve the actuarial soundness of the Trust and to preserve a sound relationship between the contributions of the Contributing Employers and the benefits provided for Participants. Such conditions may include, but shall not be limited to, the imposition of special waiting periods before the commencement of benefits to Pensioners, the granting of a lower scale of benefits, and limitation on years of Past Service Credit.

Additionally, if a Contributing Employer does not make contributions to the Trust as required by its collective bargaining agreement or other agreement to contribute, the Trustees may, in their discretion, terminate the employer's status as a Contributing Employer, cancel retroactively any Past Service Credits based on employment with such employer, or both.

### **Section 2.03. Reduction of Employer's Contributions.**

Under no circumstances may any Participating Employer reduce the rate of its contributions to this Trust, whether such reduction is made pursuant to a Collective Bargaining Agreement or not, without the express written consent of the Trustees.



## **ARTICLE III BASIS OF EMPLOYEE PARTICIPATION IN THE PLAN**

### **Section 3.01. General.**

An employee becomes a Participant in the Plan on the first day of the month immediately following completion of 1,000 hours of service or six months of employment for which contributions are obligated, within the consecutive 12-month period commencing with the employee's Contribution Date. For purposes of satisfying the participation requirements of the Plan, periods of contiguous non-covered employment shall be counted.

### **Section 3.02. Termination of Participation.**

A Participant who incurs a one-year break in service shall cease to be a Participant as of the last day of the year in which the one-year break in service occurs, unless such Participant is a Pensioner under the Plan, or is entitled to a Deferred Vested Pension.

### **Section 3.03. Reinstatement of Participation.**

An individual who has lost his status as a Participant in accordance with Section 3.02, shall again become a Participant by meeting the requirements of Section 3.01 within a 12-consecutive month period commencing with his re-entry to Covered Employment, and upon meeting said requirements shall be regarded as a Participant retroactive to the date of his re-entry to Covered Employment.

## **ARTICLE IV PENSION ELIGIBILITY AND AMOUNTS**

### **Section 4.01. General.**

Subject to Section 5.04 and the other provisions of the Plan, this Article sets forth the eligibility requirements and benefit amounts for pensions provided by the Plan. Effective January 1, 2011, the Plan is amended to comply with the Rehabilitation Plan adopted by the Trustees on November 23, 2010. The Rehabilitation Plan establishes benefit reductions and other changes necessary to meet the requirements of a plan in "Critical Status" as defined in Code Section 432(e). Benefit accruals during the Rehabilitation Plan period are applied to participants as described in Appendix B at the end of this document, notwithstanding any other provisions in this Article IV.

### **Section 4.02. Normal Pension.**

A Participant shall be entitled to retire on a Normal Pension if he attains Normal Retirement Age while he is employed in Covered Employment or is an Active Participant.

### **Section 4.03. Deferred Vested Pension.**

A Participant shall be entitled to a Deferred Vested Pension payable at Normal Retirement Age if he meets any one of the following requirements:

- (a) He has at least 5 Years of Vesting Service, as defined in Article V of the Plan;
- (b) He has at least 120 months of Future Service Credit, as defined in Article V of the Plan;
- (c) He becomes and remains eligible for a Disability Pension, as set forth in Section 4.09 of the Plan, unless his Disability Pension amount has been calculated as a Normal Pension reduced for Early Retirement;
- (d) He has separated from Covered Employment after reaching age 60, provided:
  - (1) He was a Participant on or before April 19, 1978, and
  - (2) He had earned at least nine months of Future Service Credit during the twelve-month period immediately preceding the month in which he separates from Covered Employment.

- (e) He has separated from Covered Employment after January 1, 1975, and after reaching age 60, provided that he has earned five years of Future Service Credit,

**Section 4.04. Amount of Normal or Deferred Vested Pension.**

- (a) Subject to Article V and the other provisions of the Plan, the amount of a Participant's Normal or Deferred Vested Pension shall consist of the sum of the amount of benefits accrued by the Participant under Benefit Schedule II, plus the Participant's Benefit Schedule I benefit, plus his accredited past service benefits.

(b) **Benefit Schedule I**

Benefit Schedule I shall apply to all periods of Covered Employment under Collective Bargaining Agreements first becoming effective prior to September 1, 1977.

The applicable Contribution Rate to determine a Participant's total accrued benefit under Benefit Schedule I shall be the last Contribution Rate under which a Participant earned at least 12 months of Future Service Credit prior to his coverage under Benefit Schedule II.<sup>1</sup>

**BENEFIT SCHEDULE I**

**Accredited Future Service**

<b>Amount of Employers' Monthly Contribution</b>	<b>Amount of Future Service Monthly Normal Pension Benefits Provided Per Year of Future Service Credit</b>
\$17.35	\$5.00
\$26.05	\$7.50
\$34.70	\$10.00
\$43.40	\$12.50
\$52.05	\$15.00
\$60.75	\$17.50
\$69.40	\$20.00
\$78.10	\$22.50

<sup>1</sup> However, with respect to any Participant who first became a Participant prior to January 1, 1976, a six-month rather than 12-month requirement shall apply. Where a Participant's Contribution Rate was increased under Benefit Schedule II to maintain the benefit level under which he was covered under Benefit Schedule I, such Future Service Credit earned under Benefit Schedule II shall be counted for purposes of satisfying the six- or 12-month requirement.

**BENEFIT SCHEDULE I**  
Accredited Future Service

Amount of Employers' Monthly Contribution	Amount of Future Service Monthly Normal Pension Benefits Provided Per Year of Future Service Credit
\$86.75	\$25.00
\$95.45	\$27.50

The above provisions of this Section 4.04(b) notwithstanding, a Participant's total Benefit Schedule I benefit shall be no less than his total accrued benefits under Benefit Schedule I. For each individual who was an Active Participant in the Plan during 1998, and who has his first Annuity Starting Date on or after January 1, 1999, the future service benefit amount shown at each contribution level will be increased by \$2.00.

(c) **Benefit Schedule II**

Benefit Schedule II shall apply to all periods of employment under Collective Bargaining Agreements first becoming effective on or after September 1, 1977.

Under Benefit Schedule II, the amount of pension benefit accrued for each full year of Future Service Credit is determined by the Contribution Rate at which contributions are obligated on behalf of the Covered Employee for each such year. Effective December 31, 1981, the following Benefit Schedule shall apply to Participants first retiring on and after January 1, 1982, and Future Service Credits earned by any Participant after January 1, 1982.

**BENEFIT SCHEDULE II**  
Accredited Future Service

Amount of Employers' Monthly Contribution	Amount of Future Service Monthly Normal Pension Benefits Provided Per Year of Future Service Credit		
	Plan Years Prior to 1982	1982 and 1983 Plan Years	1984 and Subsequent Plan Years
\$23.00	\$5.00	\$5.50	\$6.05
\$34.50	\$7.50	\$8.25	\$9.10
\$46.00	\$10.00	\$11.00	\$12.10
\$57.50	\$12.50	\$13.75	\$15.15

**BENEFIT SCHEDULE II**  
**Accredited Future Service**

Amount of Employers' Monthly Contribution	Amount of Future Service Monthly Normal Pension Benefits Provided Per Year of Future Service Credit		
	Plan Years Prior to 1982	1982 and 1983 Plan Years	1984 and Subsequent Plan Years
\$69.00	\$15.00	\$16.50	\$18.15
\$80.50	\$17.50	\$19.25	\$21.20
\$92.00	\$20.00	\$22.00	\$24.20
\$103.50	\$22.50	\$24.75	\$27.25
\$115.00	\$25.00	\$27.50	\$30.25
\$126.50	\$27.50	\$30.25	\$33.30
\$138.00	\$30.00	\$33.00	\$36.30
\$149.50	\$32.50	\$35.75	\$39.35
\$161.00	\$35.00	\$38.50	\$42.35
\$172.50	\$37.50	\$41.25	\$45.40

If a particular level of employer monthly contributions is contributed for less than a full year, the amount of future service benefit shall be the amount shown above, multiplied by a fraction, the numerator of which is the number of months such contributions were obligated, and the denominator of which is 12.

With respect to Participants who first retired prior to January 1, 1982, their Benefit Schedule II benefits for Future Service Credit earned prior to January 1, 1982, shall be computed in accordance with the Benefit Schedule II and Plan provisions in effect at the time of their retirement. Each amount accrued by each Participant under Benefit Schedule II shall be based upon each Contribution Rate at which contributions are obligated to the Pension Trust on his behalf.

**(d) Benefit Schedule II for Employees Retiring after December 31, 1984**

The provisions of Section 4.04(c) notwithstanding, Benefit Schedule II, as it appears in this Subsection (d), shall apply to employees who were Active Participants in 1984 or later years for

all periods of employment under Collective Bargaining Agreements first becoming effective on or after September 1, 1977.

Amount of Employer's Monthly Contributions	Amount of Future Service Monthly Normal Pension Benefits per Year of Future Service Credit							
	1985 & Prior Plan Years	1986-1987 Plan Years	1988-1993 Plan Years	1994-1997 Plan Years	1998-2000 Plan Years	2001-2002 Plan Years	2003-2010 Plan Years	2011 and Subsequent Plan years
\$23.00	\$6.50	\$8.00	\$8.00	\$11.00	\$23.00	\$23.00	\$23.00	\$6.00
34.50	9.50	11.00	11.00	14.00	26.00	29.00	29.00	8.00
46.00	12.50	14.00	14.00	17.00	30.00	33.00	33.00	11.00
57.50	15.50	17.00	17.00	20.00	33.00	36.00	36.00	14.00
69.00	18.50	20.00	20.00	23.00	36.00	40.00	40.00	17.00
80.50	21.50	23.00	23.00	26.00	40.00	44.00	44.00	19.00
92.00	24.50	26.00	26.00	29.00	43.00	47.00	47.00	22.00
103.50	27.50	29.00	29.00	32.00	46.00	51.00	51.00	25.00
115.00	30.50	32.00	32.00	35.00	50.00	55.00	55.00	28.00
126.50	33.50	35.00	35.00	38.00	53.00	58.00	58.00	30.00
138.00	36.50	38.00	38.00	41.00	56.00	62.00	62.00	33.00
149.50	39.50	41.00	41.00	44.00	59.00	65.00	65.00	36.00
161.00	42.50	44.00	44.00	47.00	63.00	69.00	69.00	39.00
172.50	45.50	47.00	47.00	50.00	66.00	73.00	73.00	41.00
184.00	-	-	50.00	53.00	69.00	76.00	76.00	44.00
195.50	-	-	53.00	56.00	73.00	80.00	80.00	47.00
207.00	-	-	56.00	59.00	76.00	84.00	84.00	50.00
218.50	-	-	59.00	62.00	79.00	87.00	87.00	52.00
230.00	-	-	62.00	65.00	83.00	91.00	91.00	55.00
241.50	-	-	65.00	68.00	86.00	95.00	95.00	58.00
253.00	-	-	67.00	71.00	89.00	98.00	98.00	61.00
264.50	-	-	69.00	74.00	92.00	101.00	101.00	63.00
276.00	-	-	71.00	77.00	96.00	106.00	106.00	66.00
287.50	-	-	73.00	80.00	99.00	109.00	109.00	69.00
299.00	-	-	75.00	83.00	102.00	112.00	112.00	72.00

Amount of Employer's Monthly Contributions	Amount of Future Service Monthly Normal Pension Benefits per Year of Future Service Credit							
	1985 & Prior Plan Years	1986-1987 Plan Years	1988-1993 Plan Years	1994-1997 Plan Years	1998-2000 Plan Years	2001-2002 Plan Years	2003-2010 Plan Years	2011 and Subsequent Plan years
310.50	-	-	77.00	86.00	106.00	117.00	117.00	75.00
322.00	-	-	79.00	89.00	109.00	120.00	120.00	77.00
333.50	-	-	81.00	92.00	112.00	123.00	123.00	80.00
345.00	-	-	83.00	95.00	116.00	128.00	128.00	83.00
356.50	-	-	-	98.00	119.00	131.00	131.00	86.00
368.00	-	-	-	101.00	122.00	134.00	134.00	88.00
379.50	-	-	-	104.00	125.00	138.00	138.00	91.00
391.00	-	-	-	107.00	129.00	142.00	142.00	94.00
402.50	-	-	-	110.00	132.00	145.00	145.00	97.00
414.00	-	-	-	113.00	135.00	149.00	149.00	99.00
425.50	-	-	-	116.00	139.00	153.00	153.00	102.00
437.00	-	-	-	119.00	142.00	156.00	156.00	105.00
448.50	-	-	-	122.00	145.00	160.00	160.00	108.00
460.00	-	-	-	125.00	149.00	164.00	164.00	110.00
471.50	-	-	-	128.00	152.00	167.00	167.00	113.00
483.00	-	-	-	131.00	155.00	171.00	171.00	116.00
494.50	-	-	-	134.00	158.00	174.00	174.00	119.00
506.00	-	-	-	137.00	162.00	178.00	178.00	121.00
517.50	-	-	-	140.00	165.00	182.00	182.00	124.00
529.00	-	-	-	143.00	168.00	185.00	185.00	127.00
540.50	-	-	-	146.00	172.00	189.00	189.00	130.00
552.00	-	-	-	149.00	175.00	193.00	193.00	132.00
563.50	-	-	-	152.00	178.00	196.00	196.00	135.00
575.00	-	-	-	155.00	182.00	200.00	200.00	138.00
586.50	-	-	-	158.00	185.00	204.00	204.00	141.00
598.00	-	-	-	161.00	188.00	207.00	207.00	144.00
609.50	-	-	-	164.00	191.00	210.00	210.00	146.00

Amount of Employer's Monthly Contributions	Amount of Future Service Monthly Normal Pension Benefits per Year of Future Service Credit							
	1985 & Prior Plan Years	1986-1987 Plan Years	1988-1993 Plan Years	1994-1997 Plan Years	1998-2000 Plan Years	2001-2002 Plan Years	2003-2010 Plan Years	2011 and Subsequent Plan years
621.00	-	-	-	167.00	195.00	215.00	215.00	149.00
632.50	-	-	-	170.00	198.00	218.00	218.00	152.00
644.00	--	-	-	173.00	201.00	221.00	221.00	155.00
655.50	--	-	-	176.00	205.00	226.00	226.00	157.00
667.00	--	-	-	179.00	208.00	229.00	229.00	160.00
678.50	--	-	-	182.00	211.00	232.00	232.00	163.00
690.00	-	-	-	185.00	215.00	237.00	237.00	166.00
701.50	-	-	-	188.00	218.00	240.00	240.00	168.00
713.00	-	-	-	191.00	221.00	243.00	243.00	171.00
724.50	-	-	-	194.00	224.00	246.00	246.00	174.00
736.00	-	-	-	197.00	228.00	251.00	251.00	177.00
747.50	-	-	-	200.00	231.00	254.00	254.00	179.00
759.00	-	-	-	203.00	234.00	257.00	257.00	182.00
770.50	-	-	-	206.00	238.00	262.00	262.00	185.00
782.00	-	-	-	209.00	241.00	265.00	265.00	188.00
793.50	-	-	-	212.00	244.00	268.00	268.00	190.00
805.00	-	-	-		248.00	273.00	273.00	193.00
816.50	-	-	-		251.00	276.00	276.00	196.00
828.00	-	-	-		254.00	279.00	279.00	199.00
839.50	-	-	-		257.00	283.00	283.00	201.00
851.00	-	-	-		261.00	287.00	287.00	204.00
862.50	-	-	-		264.00	290.00	290.00	207.00
874.00	-	-	-		267.00	294.00	294.00	210.00
885.50	-	-	-		271.00	298.00	298.00	213.00
897.00	-	-	-		274.00	301.00	301.00	215.00
908.50	-	-	-		277.00	305.00	305.00	218.00
920.00	-	-	-		281.00	309.00	309.00	221.00



Amount of Employer's Monthly Contributions	Amount of Future Service Monthly Normal Pension Benefits per Year of Future Service Credit							
	1985 & Prior Plan Years	1986-1987 Plan Years	1988-1993 Plan Years	1994-1997 Plan Years	1998-2000 Plan Years	2001-2002 Plan Years	2003-2010 Plan Years	2011 and Subsequent Plan years
931.50	-	-	-		284.00	312.00	312.00	224.00
943.00	-	-	-		287.00	316.00	316.00	226.00
954.50	-	-	-		290.00	319.00	319.00	229.00
966.00	-	-	-		294.00	323.00	323.00	232.00
977.50	-	-	-		297.00	327.00	327.00	235.00
989.00	-	-	-		300.00	330.00	330.00	237.00
1,000.50	-	-	-		304.00	334.00	334.00	240.00
1,012.00	-	-	-	-	-	-	338.00	243.00
1,023.50	-	-	-	-	-	-	341.00	246.00
1,035.00	-	-	-	-	-	-	345.00	248.00
1,046.50	-	-	-	-	-	-	349.00	251.00
1,058.00	-	-	-	-	-	-	352.00	254.00
1,069.50	-	-	-	-	-	-	355.00	257.00
1,081.00	-	-	-	-	-	-	360.00	259.00
1,092.50	-	-	-	-	-	-	363.00	262.00
1,104.00	-	-	-	-	-	-	366.00	265.00
1,115.50	-	-	-	-	-	-	371.00	268.00
1,127.00	-	-	-	-	-	-	374.00	270.00
1,138.50	-	-	-	-	-	-	377.00	273.00
1,150.00	-	-	-	-	-	-	381.00	276.00
1,161.50	-	-	-	-	-	-	385.00	279.00
1,173.00	-	-	-	-	-	-	388.00	282.00
1,184.50	-	-	-	-	-	-	392.00	284.00
1,196.00	-	-	-	-	-	-	396.00	287.00
1,207.50	-	-	-	-	-	-	399.00	290.00
1,219.00	-	-	-	-	-	-	403.00	293.00
1,230.50	-	-	-	-	-	-	407.00	295.00

Amount of Employer's Monthly Contributions	Amount of Future Service Monthly Normal Pension Benefits per Year of Future Service Credit							
	1985 & Prior Plan Years	1986-1987 Plan Years	1988-1993 Plan Years	1994-1997 Plan Years	1998-2000 Plan Years	2001-2002 Plan Years	2003-2010 Plan Years	2011 and Subsequent Plan years
1,242.00	-	-	-	-	-	-	410.00	298.00
1,253.50	-	-	-	-	-	-	414.00	301.00
1,265.00	-	-	-	-	-	-	418.00	304.00
1,276.50	-	-	-	-	-	-	421.00	306.00
1,288.00	-	-	-	-	-	-	425.00	309.00
1,299.50	-	-	-	-	-	-	429.00	312.00
1,311.00	-	-	-	-	-	-	432.00	315.00
1,322.50	-	-	-	-	-	-	436.00	317.00
1,334.00	-	-	-	-	-	-	440.00	320.00
1,345.50	-	-	-	-	-	-	443.00	323.00
1,357.00	-	-	-	-	-	-	447.00	326.00
1,368.50	-	-	-	-	-	-	451.00	328.00
1,380.00	-	-	-	-	-	-	454.00	331.00
1,391.50	-	-	-	-	-	-	458.00	334.00
1,403.00	-	-	-	-	-	-	462.00	337.00
1,414.50	-	-	-	-	-	-	-	339.00
1,426.00	-	-	-	-	-	-	-	342.00
1,437.50	-	-	-	-	-	-	-	345.00
1,449.00	-	-	-	-	-	-	-	348.00
1,460.50	-	-	-	-	-	-	-	351.00
1,472.00	-	-	-	-	-	-	-	353.00
1,483.50	-	-	-	-	-	-	-	356.00
1,495.00	-	-	-	-	-	-	-	359.00
1,506.50	-	-	-	-	-	-	-	362.00
1,518.00	-	-	-	-	-	-	-	364.00
1,529.50	-	-	-	-	-	-	-	367.00
1,541.00	-	-	-	-	-	-	-	370.00

Amount of Employer's Monthly Contributions	Amount of Future Service Monthly Normal Pension Benefits per Year of Future Service Credit							
	1985 & Prior Plan Years	1986-1987 Plan Years	1988-1993 Plan Years	1994-1997 Plan Years	1998-2000 Plan Years	2001-2002 Plan Years	2003-2010 Plan Years	2011 and Subsequent Plan years
1,552.50	-	-	-	-	-	-	-	373.00
1,564.00	-	-	-	-	-	-	-	375.00
1,575.50	-	-	-	-	-	-	-	378.00
1,587.00	-	-	-	-	-	-	-	381.00
1,598.50	-	-	-	-	-	-	-	384.00
1,610.00	-	-	-	-	-	-	-	386.00
1,621.50	-	-	-	-	-	-	-	389.00
1,633.00	-	-	-	-	-	-	-	392.00
1,644.50	-	-	-	-	-	-	-	395.00
1,656.00	-	-	-	-	-	-	-	397.00
1,667.50	-	-	-	-	-	-	-	400.00
1,679.00	-	-	-	-	-	-	-	403.00
1,690.50	-	-	-	-	-	-	-	406.00
1,702.00	-	-	-	-	-	-	-	408.00
1,713.50	-	-	-	-	-	-	-	411.00
1,725.00	-	-	-	-	-	-	-	414.00
1,736.50	-	-	-	-	-	-	-	417.00
1,748.00	-	-	-	-	-	-	-	420.00
1,759.50	-	-	-	-	-	-	-	422.00
1,771.00	-	-	-	-	-	-	-	425.00
1,782.50	-	-	-	-	-	-	-	428.00
1,794.00	-	-	-	-	-	-	-	431.00
1,805.50	-	-	-	-	-	-	-	433.00

With respect to Participants who first retired prior to January 1, 1985, their Benefit Schedule II benefits for Future Service Credit earned prior to January 1, 1985, shall be computed in accordance with the Benefit Schedule II and Plan provisions in effect at the time of their first retirement.

For each individual who was an Active Participant in the Plan during 1998 and who has his first Annuity Starting Date on or after January 1, 1999, the future service benefit amounts shown at each level in each column for each year prior to 1998 will be increased by \$2.00.

(e) **Past Service Credit**

Subject to the provisions of Article 5 of the Plan, a Participant shall receive \$3.00 per month for each completed year of accredited past service granted under Section 5.02, regardless of monthly Contribution Rate. Effective July 1, 1995, the \$3.00 per month shall become \$6.00 per month for Participants who earn an Hour of Service on and after this date.

**Section 4.05. Early Retirement Eligibility.**

A Participant shall be entitled to retire on an Early Retirement Pension if he meets the requirements under (a), (b) or (c) while employed in Covered Employment or after he has become entitled to a Deferred Vested Pension:

- (a)
  - (1) He has attained age 60 but not yet attained age 65;
  - (2) He has at least 15 years of Pension Credit; and
  - (3) He has at least 5 years of Future Service Credit; or
- (b)
  - (1) He has attained age 55 but not yet attained age 65; and
  - (2) He has at least 10 years of Future Service Credit; or
- (c) The sum of his age and years of Future Service Credit total at least 85.

A Participant shall also be entitled to an Early Retirement Pension if he meets the requirements under (d) while an Active Participant.

- (d)
  - (1) He has attained age 50 but has not attained age 65;
  - (2) He has at least 5 years of Future Service Credit; and
  - (3) He has been determined by the Social Security Administration to have become totally and permanently disabled while an Active Participant.

In the case of any Participant in this Plan who was formerly a Participant in a pension plan which has been merged into this Plan pursuant to a merger agreement or arrangement, whereby assets of the other plan sufficient to fund the benefits of the Participants in that other plan were transferred to this Plan, any Past Service Credits granted by this Plan to the former Participant of the other plan will be treated as Future Service Credits, but only for purposes of determining the Participant's eligibility for an Early Retirement Pension, as set forth in this Section 4.05, and the Participant's eligibility for an unreduced Early Retirement Pension, or a less reduced Early Retirement Pension, as described in Section 4.06 of this Plan.

#### **Section 4.06. Early Retirement Pension Amount.**

- (a) For a Participant who terminates Covered Employment on or after January 1, 2011, the amount of the Participant's Early Retirement Pension shall be equal to the greater of:
  - (i) The Participant's accrued benefits as of December 31, 2010, payable in accordance with the provisions of the Plan in effect on that date; or
  - (ii) The Participant's total accrued benefit reduced by 1/2 of 1% for each month that the Participant's Annuity Starting Date precedes his 65<sup>th</sup> birthday.
  
- (b) Prior to January 1, 2011, there shall be no early retirement reduction if the sum of the Participant's age and years of Future Service Credit total at least 85 ("Rule of 85"). However, for a Participant who terminates Covered Employment on or after January 1, 2011, the Early Retirement Pension payable under the Rule of 85 shall be the greater of:
  - (i) The Participant's accrued benefit as of December 31, 2010; or
  - (ii) The Participant's total accrued benefit reduced by 1/2 of 1% for each month that the Participant's Annuity Starting Date preceded his 65<sup>th</sup> birthday, but the reduction shall not be more than 20%.
  
- (c) For a Participant who terminated Covered Employment prior to January 1, 2011 and who has an Annuity Starting Date on or after July 1, 2011, the amount of the Participant's Early Retirement Pension (including benefits for a Participant whose age plus years of Future Service Credit total at least 85) shall be the amount of the Normal Pension to which the Participant would be entitled at age 65, reduced by 1/2 of 1% for each month by which the effective date of his Early Retirement Pension precedes his 65<sup>th</sup> birthday.

- (d) For Early Retirement Pensions provided under Section 4.05(d) by reason of disability, prior to January 1, 2011, there shall be no reduction for early retirement. However, effective January 1, 2011, the disability pension shall be equal to the Participant's accrued benefit reduced by 1/2 of 1% for each month the Participant's Annuity Starting Date precedes his 65<sup>th</sup> birthday, but the reduction shall be no more than 60%.
- (e) The Deferred Vested Pension for a Participant who terminates Covered Employment on or after January 1, 2011 and whose Annuity Starting Date is more than 6 months after he terminates Covered Employment shall be equal to the greater of:
- (i) The Participant's accrued benefit as of December 31, 2010 payable under the provisions of the Plan in effect on that date; or
  - (ii) The Participant's total accrued benefit reduced by 1/2 of 1% for each month that the Participant's Annuity Starting Date precedes his 65<sup>th</sup> birthday.

Notwithstanding the above, a disabled Participant who has been granted up to 12 months of extended medical coverage under the District No. 9 I.A.M.A.W. Welfare Plan, due to his meeting the terms of his Collective Bargaining Agreement for extension of benefits for disability leave, is not required to commence his pension by the sixth month after leaving Covered Employment to avoid being classified as a terminated vested Participant. Such disabled Participant will not be classified as a terminated vested Participant unless he fails to retire within the first month following the month in which the Participant's contractually obligated extended employer contributions cease.

- (f) Subject to the provisions of Article XI of the Plan, if an Early Retirement Pensioner who first retired with less than the number of Future Service Credits then required to qualify for an unreduced Early Retirement Pension thereafter earns additional Future Service Credit so that his total Years of Future Service Credit equal or exceed the number required at the time of his first retirement to qualify for the unreduced Early Retirement Pension, then the Participant shall be entitled upon the resumption of pension payments to a monthly benefit which shall be the sum of:
- (i) The monthly benefit to which he was entitled upon first, commencing receipt of an Early Retirement Pension, without adjustment of the reduction formula on account of his subsequent Covered Employment, and
  - (ii) The amount of monthly benefit to which he is entitled as a result of Covered Employment subsequent to the date on which he commenced receiving an Early Retirement Pension.

Only this latter component of such a Participant's resumed pension shall be calculated in accordance with the more liberal reduction formula set forth in the preceding paragraphs.

**Section 4.07. Minimum Pension—Eligibility.**

A Participant entitled to retire on a Normal or Early Pension at the time of his separation from Covered Employment, or while he is an Active Participant, and which Normal or Early Pension is less than the following Minimum Pension at Normal Retirement Age, shall be entitled to a Minimum Pension, if he meets the following additional requirements:

- (a) His Contribution Date is prior to July 1, 1977;
- (b) He has at least 20 years of Pension Credit;
- (c) He has at least 5 years of Future Service Credit.<sup>2</sup>

With respect to a Participant whose Contribution Date is prior to January 1, 1976, and who has less than 20 years of Pension Credit, but who otherwise meets all of the requirements for a Minimum Pension, the Participant shall be entitled to a prorata Minimum Pension, the amount of which shall be determined by the ratio that his total years of Pension Credit bears to 20.

**Section 4.08. Minimum Pension—Amount.**

The amount of a Participant's Minimum Pension shall be the monthly amount payable under the Minimum Pension Schedule, as determined by the Participant's applicable Contribution Rate. The Contribution Rate applicable to the determination of the amount of a Participant's Minimum Pension shall be the highest Contribution Rate at which the Participant earned at least 12 months of Future Service Credit under Benefit Schedule I. However, if the Participant has a Contribution Date prior to January 1, 1976, then the applicable Contribution Rate shall be the highest Contribution Rate at which the Participant earned at least six months of Future Service Credit under Benefit Schedule I. In the event a Participant's Contribution Rate was increased under Benefit Schedule II to maintain the Benefit Schedule I benefit level, then months of Future Service Credit earned under Benefit Schedule II at maintenance rate shall count towards satisfaction of the 12-month (or 6-month) requirement.

The amount of a Participant's Minimum Pension is frozen and not subject to further increase as of the date that the Participant ceased to earn Future Service Credits under Benefit Schedule I or the date on which

<sup>2</sup> With respect to a Normal Pension, a Participant who reached age 65 prior to January 1, 1981, six months, rather than five years of Future Service Credit is required.

the Participant satisfied the aforementioned 12-month (or 6-month) requirement under a Benefit Schedule II maintenance rate.

If a Participant changes employment on or after September 1, 1977, the applicable Contribution Rate used in determining the Minimum Pension amount shall be based on that Contribution Rate at which he earned at least 12 months of Future Service Credit prior to the date of such change in employment.

Contribution Rates		Minimum Monthly Normal Pension Payable
Schedule 1 at Expiration	Schedule 2 Maintenance Rate	
\$17.35	\$23.00	\$100.00
26.05	34.50	150.00
34.70	46.00	200.00
43.40	57.50	250.00
52.05	69.00	300.00
60.75	80.50	350.00
69.40	92.00	400.00
78.10	103.50	450.00
86.75	115.00	500.00
95.45	126.50	550.00

Where a Participant receives a Minimum Pension in lieu of an Early Retirement Pension, his Minimum Pension shall be reduced in accordance with Section 4.06 of the Plan.

**Section 4.09. Maximum Pension.**

The Internal Revenue Code requires that a plan provide, and this Plan therefore states, that a Participant's annual benefits under the plan may not exceed the Maximum Permissible Amount.

- (a) The Participant's Maximum Permissible Amount shall be the benefit payable at Normal Retirement Date, subject to the following limitations:
  - (1) Notwithstanding any other provisions of this plan, the Maximum Permissible Amount payable at Social Security retirement age in the form of a life only annuity under this plan means the lesser of:



- (A) \$160,000 (or such other figure as determined in accordance with the cost-of-living adjustment procedure of Internal Revenue Code Section 415(d), but only for the year in which the adjustment is effective) or
  - (B) 100% of a Participant's average compensation for his three (3) consecutive years of service with a participating employer which produces the highest amount.
- (b) In the event a Participant elects to commence receipt of his benefit on or after attainment of age 62, but prior to age 65, his Maximum Permissible Amount shall be reduced by  $\frac{5}{9}$  of 1% for each of the first 36 months and by  $\frac{5}{12}$  of 1 % for each month thereafter that his benefit commencement date precedes age 65. If the benefit of a Participant begins prior to age 62, the defined benefit dollar limitation applicable to the Participant at such earlier age is an annual benefit payable in the form of a straight life annuity beginning at the earlier age that is the actuarial equivalent of the defined benefit dollar limitation applicable to the Participant at age 62. The defined benefit dollar limitation applicable at an age prior to age 62 is determined as the lesser of (i) the actuarial equivalent at such age of the defined benefit dollar limitation computed using the interest rate and mortality table specified in the Plan and (ii) the actuarial equivalent at such age of the defined benefit dollar limitation computed using a 5 percent interest rate and the applicable mortality table as defined in the Plan.
- (c) If the benefit of a Participant begins after the Participant reaches age 65, the defined benefit dollar limitation applicable to the Participant at the later age is the annual benefit payable in the form of a straight life annuity beginning at the later age that is actuarially equivalent to the defined benefit dollar limitation applicable to the Participant at age 65. The actuarial equivalent of the defined benefit dollar limitation applicable at an age after age 65 is determined as (i) the lesser of the actuarial equivalent (at such age) of the defined benefit dollar limitation computed using the interest rate and mortality table specified in the Plan and (ii) the actuarial equivalent (at such age) of the defined benefit dollar limitation computed using a 5 percent interest rate assumption and the applicable mortality table as defined in the Plan. For these purposes, mortality between the age 65 and the age at which benefits commence shall be ignored.
- (d) The Maximum Permissible Amount shall be reduced for Employees who have completed less than 10 years of service and the reduction to be applied to the Maximum Permissible Amount shall be a fraction, the numerator of which is the number of years of plan participation, and the denominator of which is 10. Further, to the extent provided in regulations, the foregoing

provisions shall apply to any change in the benefit structure of the Plan as though such change were a new plan.

- (e) Notwithstanding any other provisions of this Plan, if the benefit payable under the Plan to a Participant is in a form other than a life only annuity or a Qualified Joint and Survivor Annuity, the Maximum Permissible Amount shall be adjusted to be the Actuarial Equivalent of a life only annuity commencing at the same age. The interest rate assumption used for determining the Actuarial Equivalent of other forms of benefit shall be the greater of the interest assumption rate specified in the Plan, or 5.5%.
- (f) In no event shall a Participant's annual retirement benefit payable under the Plan be less than the benefit the Participant had accrued under the Plan as of the end of the limitation year beginning in 1986; provided, however, that in determining such benefit no changes in the terms or conditions of the plan, or any cost-of-living adjustment occurring after May 5, 1986, shall be taken into account.
- (g) The limitations outlined herein are deemed satisfied if the benefit payable to a Participant is not more than \$1,000, multiplied by the Participant's number of years of service (not to exceed 10) with the employer, and the Participant has not at any time participated in a defined contribution plan maintained by the employer.
- (h) For the purpose of this Article, the following terms shall be defined:

(1) Employer

In the case of a group of employers which constitutes a controlled group of corporations (as defined in Section 414(b) of the Internal Revenue Code, as modified by Section 415(h)), or that constitutes trades or businesses (whether or not incorporated) which are under common control (as defined in Section 414(c), as modified by Section 415(h)); or an affiliated service group (as defined in Section 415(m) of the Internal Revenue Code), all such employers shall be considered as a single employer for purposes of applying the limitations of this Section.

(2) Limitation Year

Each Plan Year.

(3) Compensation

A Participant's earned income, wages, salaries, fees for professional service and other amount received for personal services actually rendered in the course of employment with an employer maintaining the plan (including, but not limited to the extent contributions are not included in gross income, to commissions paid salesmen, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips, and bonuses) and excluding the following:

- (A) Employer contributions to a plan of deferred compensation of the employee for the taxable year in which contributed, or on behalf of an employee, to a Simplified Employee Pension plan to the extent such contributions are deductible under Section 219(b)(2) and any distributions from a plan of deferred compensation whether or not includable in gross income of the employee when distributed;
- (B) Amounts realized from the exercise of non-qualified stock option, or when restricted stock (or property) held by an employee becomes freely transferable or is no longer subject to a substantial risk of forfeiture;
- (C) Amounts realized from the sale, exchange or other disposition of stock acquired under a stock option; and
- (D) Other amounts which receive a special tax benefit or contributions made by an employer (whether or not under a salary reduction agreement) towards the purchase of a 403 (b) annuity contract (whether or not the contributions are excludable from the gross income of the employee).

Compensation for any Limitation Year is the Compensation actually paid for includable in gross income during such year.

For purposes of applying the compensation limitations of this Section, Section 4.15, and Section 16.01(c) of this Plan, compensation paid or made available during such Plan Year shall include elective amounts that are not includible in the gross income of the Participant by reason of Section 132(f)(4) of the Internal Revenue Code.

- (4) Social Security Retirement Age

The retirement age under Section 216(1) of the Social Security Act, except that such Section shall be applied without regard to the age increase factor, and as though the early retirement age under Section 216(1)(2) of the Act were 62.

(i) Limitations on Benefits Effective January 1, 2008

(1) Grandfathered Provision.

The application of the provisions of this Subsection 4.12(i) shall not cause the maximum permissible benefit for any Participant to be less than the Participant's accrued benefit under all the defined benefit plans of a contributing employer or a predecessor employer as of the end of the Plan Year beginning January 1, 2007, under provisions of the plans that were both adopted and in effect before April 5, 2007. The preceding sentence applies only if the provisions of such defined benefit plans that were both adopted and in effect before April 5, 2007, satisfied the applicable requirements of statutory provisions, regulations, and other published guidance relating to Code Section 415 in effect as of the end of the last Plan Year beginning January 1, 2007, as described in Section 1.415(a)-1(g)(4) of the Treasury regulations.

(2) Incorporation by Reference.

Notwithstanding anything contained in the Plan to the contrary, the limitations, adjustments, and other requirements prescribed in the Plan shall comply with the provisions of Code Section 415 and the final regulations promulgated thereunder, the terms of which are specifically incorporated herein by reference as of the effective date of this Subsection 4.12(i), except where an earlier effective date is otherwise provided in the final regulations or in this Amendment. However, where the final regulations permit the Plan to specify an alternative option to a default option set forth in the regulations, and the alternative option was available under statutory provisions, regulations, and other published guidance relating to Code Section 415 as in effect prior to April 5, 2007, and the Plan provisions in effect as of April 5, 2007, incorporated the alternative option, said alternative option shall remain in effect as a plan provision for Plan Years beginning on or after January 1, 2008, unless another permissible option is selected in this Subsection 4.12(i).

(3) High Three-Year Average Compensation.

For purposes of the Plan's provisions reflecting Section 415(b)(3) (*i.e.*, limiting the annual benefit payable to no more than 100% of the Participant's average annual compensation), the high three-year average compensation rules do not apply, pursuant to Treas. Reg. 1.415(b)-1(a)(6)(ii) relating to multiemployer plans.

(4) Adjustment to Dollar Limit after Date of Severance.

In the case of a Participant who has had a severance from employment with a contributing Employer, the defined benefit dollar limitation applicable to the Participant in any Limitation Year beginning after the date of severance shall not be automatically adjusted under Code Section 415(d).

(5) Compensation Paid After Severance From Employment.

A Participant is not treated as having incurred a severance from employment with the employer if the Participant continues to be an employee of another contributing employer of the Plan. Compensation within the meaning of Code Section 415(c)(3) shall also include the following types of compensation paid by the later of 2½ months after a Participant's severance from employment with a contributing employer maintaining the plan or the end of the Plan Year that includes the date of the Participant's severance from employment with a contributing employer maintaining the plan. Any other payment of compensation paid after severance of employment that is not described in the following types of compensation is not considered compensation within the meaning of Code Section 415(c)(3), even if payment is made within the time period specified above.

(A) Regular Pay After Severance From Employment.

Compensation shall include regular pay after severance of employment if:

- (i) The payment is regular compensation for services during the Participant's regular working hours or compensation for services outside the Participant's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar payments; and

- (ii) The payment would have been paid to the Participant prior to a severance from employment if the Participant had continued in employment with a contributing employer.

(B) Leave Cashouts and Deferred Compensation

Leave cashouts and deferred compensation shall be included in compensation if those amounts would have been included in the definition of compensation if they were paid prior to the Participant's severance from employment and the amounts are either:

- (i) Payment for unused accrued bona fide sick, vacation, or other leave, but only if the Participant would have been able to use the leave if employment had continued; or
- (ii) Received pursuant to a nonqualified unfunded deferred compensation plan, but only if the payment would have been paid to the Participant if the Participant had continued in employment with a contributing employer and only to the extent that the payment is includible in the Participant's gross income.

(C) Salary Continuation Payments for Military Service Participants

Compensation does not include payments to an individual who does not currently perform services for the a contributing employer by reason of qualified military service (as that term is used in Code Section 414(u)(1)), to the extent those payments do not exceed the amounts the individual would have received if the individual had continued to perform services for the employer rather than entering qualified military service.

(D) Salary Continuation Payments for Disabled Participants

Compensation does not include compensation paid to a Participant who is permanently and totally disabled (as defined in Code Section 22(e)(3)), if the Participant is not a highly compensated employee (as defined in Code Section 414(q)) immediately before becoming disabled, or to all Participants if the Plan provides for the continuation of compensation on behalf of all Participants who are permanently and totally disabled for a fixed or determinable period.

(6) Multiemployer Plan Rules

The special rules for multiemployer plans at Treas. Reg. 415(a)-1(c)(4) are incorporated herein, including:

- (A) For purposes of applying the limitations of Section 415 to Participants in the Plan, benefits and contributions attributable from all contributing employers are taken into account per Treas. Reg. 1.415(a)-1(e).
- (B) For purposes of applying the limitations of Section 415, total compensation received by the Participant from all contributing employers is taken into account per Treas. Reg. 1.415(a)-1(e).
- (C) The special \$10,000 exception at Treas. Reg. 1.415(b)-1(f)(1) applies without regard to whether the Participant participated in other plans maintained by the contributing employer, providing the other plans were not a result of the collective bargaining agreement.
- (D) The Plan is not aggregated with any other plan that is not a multiemployer plan for purposes of applying the compensation limit of Section 415(b)(1)(B) and 1.415(b)-1(a)(1)(ii), per 1.415(f)-1(g).
- (E) Where a multiemployer plan is aggregated with a plan that is not a multiemployer plan and the aggregated plans exceed the limitation of Section 415, the plan disqualification rules of 1.415(g)-1(b)(3)(ii) apply.
- (F) The Plan does not apply the three-year high average compensation rule per 1.415(b)-1(a)(6).

(7) Administrative Delay.

Compensation for a Limitation Year shall not include amounts earned but not paid during the Limitation Year solely because of the timing of pay periods and pay dates, provided the amounts are paid during the first few weeks of the next Limitation Year, the amounts are included on a uniform and consistent basis with respect to all similarly situated Participants, and no compensation is included in more than one Limitation Year.

(f) **Interest Rates**

- (1) Interest Rates for Annuity Starting Dates in Plan Years Beginning On or After January 1, 2006.

Effective for Annuity Starting Dates in Plan Years beginning on or after January 1, 2006, for purposes of adjusting any benefit under Section 415(b)(2)(B) of the Code for any form of benefit subject to Section 417(e)(3) of the Code, the interest rate assumption shall be not less than the greater of:

- (i) The interest rate and mortality table specified in the Plan for determining the actuarial equivalence of benefits under Section 417(e) of the Code, or
- (ii) 5.5 percent and the Applicable Mortality Table, or
- (iii) The interest rate and mortality table specified in the Plan for determining the actuarial equivalence of benefits under Section 417(e) of the Code that produces a benefit of not more than 105% of the benefit that would be provided using the "Applicable Interest Rate."

- (2) Interest Rates for Annuity Starting Dates in Plan Years Between January 1, 2004, and December 31, 2005.

Effective for Annuity Starting Dates in Plan Years beginning on or after January 1, 2004, and ending December 31, 2005, for purposes of adjusting any benefit under Section 415(b)(2)(B) of the Code for any form of benefit subject to Section 417(e)(3) of the Code, the interest rate assumption shall be not less than the greater of:

- (i) The interest rate and mortality table specified in the Plan for determining the actuarial equivalence of benefits under Section 417(e) of the Code, or
- (ii) 5.5 percent and the Applicable Mortality Table.

**Section 4.10. Minimum Monthly Payments.**

Subject only to the provisions of Section 4.09, the minimum amount of a monthly pension payment to a Participant otherwise entitled to receive pension benefits under the Plan shall be \$20.00.



#### **Section 4.11. Pension Benefit Increases.**

Effective January 1, 1991, for each Retiree whose Annuity Starting Date was before January 1, 1989, and for each Surviving Spouse of such a Retiree who was on that effective date receiving benefits under the 50% Husband-and-Wife form of benefits, the minimum accrued benefits shall be \$100 per month, adjusted, if necessary, for optional forms of benefits and early retirement.

Effective January 1, 1991, for each Retiree whose Annuity Starting Date was before January 1, 1989, and for each Surviving Spouse of such a Retiree who was on that effective date receiving benefits under the 50% Husband-and-Wife form of benefits, the amount of benefits will be increased by 1% for each full year since the Retiree's Annuity Starting Date, up to a maximum increase of 15%.

Effective January 1, 1997, for each Retiree whose Annuity Starting Date was before January 1, 1994, and for each Surviving Spouse of such a Retiree who was on that effective date receiving benefits under the 50% Husband-and-Wife form of benefits, the amount of benefits will be increased by 1% for each full year by which the Retiree's Annuity Starting Date preceded January 1, 1996, up to a maximum increase of 15%.

These increases apply only to the benefits of Retirees or Surviving Spouses who are living and receiving benefits on the indicated effective dates and do not apply to the benefits payable to the beneficiaries of deceased Retirees or to individuals receiving pre-retirement surviving Spouse benefits.

#### **Section 4.12. Compensation Limit.**

To the extent a Participant's compensation is taken into account under this Plan, compensation in excess of the compensation limit established from time to time under Internal Revenue Code Section 401(a)(17) is not included in the compensation taken into account.

## ARTICLE V PENSION CREDITS AND YEARS OF VESTING SERVICE

### Section 5.01. Pension Credit for Service on and After the Contribution Date Future Service Credit.

Subject to the other provisions of the Plan, a Participant shall receive Future Service Credit for periods of Covered Employment starting with his Contribution Date and ending with attainment of Normal Retirement Age in accordance with the following schedule:

Months of Covered Employment for Which Contributions Were Obligated During the Benefit Computation Year	Prior to 01/01/79: Months of Future Service Credit	On and After 01/01/79: Months of Future Service Credit
12	12	12
11	12	11
10	12	10
9	12	9
8	8	8
7	7	7
6	6	6
5	5	5
4	4	4
3	3	3
2	2	0 <sup>3</sup>
1	1	0 <sup>3</sup>

However, with respect to Participants first retiring on or after January 1, 1982, the Participant shall receive Future Service Credits in the normal manner for periods of employment subsequent to attaining Normal Retirement Age.

<sup>3</sup> However, with respect to the year in which a Participant retires, he shall receive a month of Future Service Credit for each month for which a contribution was obligated.

Effective January 1, 1976, the benefit computation year for determining Future Service Credit shall be the twelve-month period commencing with January 1 and ending with December 31. For years prior to January 1, 1976, the benefit computation year for determining Future Service Credit shall be the Participant's Anniversary Year.

Future Service Credit shall be earned in accordance with the above schedule, irrespective of whether the employer makes the obligated contribution; however, no Future Service Credit is earned for a period of employment with an employer after the employer has ceased to be a Contributing Employer.

A Participant earns a year of Future Service Credit when he earns 12 months of Future Service Credit in the applicable benefit computation year.

**Section 5.02. Pension Credit for Service Before the Contribution Date (Past Service Credit).**

A Participant shall receive one year of Past Service Credit for each full year he has been continuously employed by the Contributing Employer who first becomes obligated to contribute on his behalf in a bargaining unit represented by the Union, computed from the date such employment commenced to his Contribution Date.

Effective January 1, 1995, in the case of a Contributing Employer that on or after that date again becomes obligated to contribute to the Plan after a period of withdrawal or decertification, additional Past Service Credit will also be granted for each year that a Participant was employed with such Contributing Employer after his Contribution Date, provided that such period of employment is not the basis of Future Service Credit under the Plan.

Participants who are employees of the Union or other related Contributing Employers, shall be given one year of Past Service Credit for each full year of Continuous Employment with such related Contributing Employer.

The benefit computation year for the purpose of determining a Participant's Past Service Credit shall be the 12-month period commencing with the first day of the month coincident with or immediately following the commencement of employment heretofore described in this Section 5.02 and each such successive 12-month period prior to the Contribution Date.

In the case of a Contributing Employer that withdrew or was decertified, and which later again became obligated to contribute to the Plan, the commencement of employment for the purpose of determining any additional Past Service Credit shall mean the day following the date of withdrawal or decertification. This

additional employment of 12-month periods ends on the date the Contributing Employer becomes obligated to contribute to the Plan again.

Past Service Credit shall only be granted where the Participant was continuously employed for all 12 months of the applicable computation year. Past Service Credit shall not be granted in partial units, *i.e.*, for less than one full year of employment.

It is recognized that, for the period prior to the Contribution Date, it may be difficult to establish with certainty the Past Service of a Participant. In making the necessary determinations as to Past Service Credit, the Board of Trustees may, in its discretion, consider and rely upon any relevant and material evidence. The Trustees may require the Participant claiming entitlement to Past Service Credit to provide any documentation or information which they deem relevant.

### **Section 5.03. Years of Vesting Service.**

A Participant shall be credited with one Year of Vesting Service for each Calendar Year<sup>4</sup> beginning with his Contribution Date in which he completed at least 1,000 Hours of Service in Covered Employment or at least six months in Covered Employment for which contributions were required.

Employment with a Contributing Employer for which the Contributing Employer is not obligated to contribute on behalf of the Participant (non-covered employment) shall be counted towards the minimum requirement of 1,000 Hours of Service, provided such non-covered employment is contiguous with the Participant's Covered Employment with such employer.

A Participant shall not be entitled to any credit towards Years of Vesting Service for any period

- (a) Preceding a Permanent Break in Service, or
- (b) For years prior to January 1, 1971, unless the Participant earned at least three years of Vesting Service after December 31, 1970.

### **Section 5.04. Breaks in Service.**

For years beginning on and after January 1, 1976, a Participant has a one-year break in service if in any calendar year he fails to complete either 500 Hours of Service or three months in Covered Employment for which contributions are obligated. A period of contiguous non-covered employment, as described in

<sup>4</sup> However, for the period prior to January 1, 1976, a Participant is entitled to have his Years of Vesting Service computed on an Anniversary Year basis, if such computation would result in the participant being credited with a greater number of Years of Vesting Service.

Section 5.03 shall be counted as if it were Covered Employment in determining whether a break in service has been incurred.

Effective January 1, 1985, a Participant has a Permanent Break in Service if he has consecutive one-year breaks in service, the total of which equal or exceed the greater of the number of years of vesting service which he has previously earned or five years. This break in service rule does not apply to any break in service which had become a Permanent Break in Service as of December 31, 1984, under preceding Plan provisions, and this does not restore Vesting Service lost under break-in-service rules in preceding Plan provisions.

If a Participant, other than one who is entitled to a Deferred Vested Pension, incurs a Permanent Break in Service, then his previous Pension Credits and Years of Vesting Service are cancelled and his participation is cancelled, new participation being subject to the provisions of Article III. However, resumption of participation shall not restore previously cancelled Pension Credits and Years of Vesting Service.

If a Participant experiences a break in service which does not constitute a Permanent Break in Service, previously earned Pension Credits and Years of Vesting Service shall be restored if the Participant subsequently earns a Year of Vesting Service, and such Participant shall renew participation upon satisfying the requirements set forth in Article III.

A Participant who separates from Covered Employment but who does not experience a one-year break in service shall upon resumption of Covered Employment have the same status under the Plan that he had at the time of such separation.

For the periods prior to January 1, 1985, breaks in service and the effects thereof shall be determined by the provisions of the Plan document then in effect.

#### **Section 5.05. Non-forfeitability.**

A Participant who has become entitled to a Deferred Vested Pension, shall have a non-forfeitable right to 100% of his Future Service Credits upon attaining Normal Retirement Age, except in the case of death. Irrespective of whether he has become entitled to a Deferred Vested Pension, a Participant who attains Normal Retirement Age, while engaged in Covered Employment or while an Active Participant, shall have a non-forfeitable right to 100% of his Future Service Credits, except in the case of death. This Section 5.05 is subject to the provisions of Article XI ("Suspension of Benefits").

**Section 5.06. Limited Credit for Maternity and Paternity Leave.**

For years beginning on and after January 1, 1976, a Participant has a one-year break in service if in any calendar year he fails to complete either 500 Hours of Service or three months in Covered Employment for which contributions are obligated. A period of contiguous non-covered employment, as described in Section 5.03 shall be counted as if it were Covered Employment in determining whether a break in service has been incurred.

Effective January 1, 1985, solely for purposes of computing hours for determining whether a one-year break in service has occurred each hour, up to a maximum of 501 hours, during a period of absence from Covered Employment shall be credited as an Hour of Service if the absence from such employment was due to anyone of the following:

- (a) Pregnancy of the Participant;
- (b) Birth of a child of the Participant;
- (c) Placement of a child with the Participant in connection with the adoption of such child by the Participant; or
- (d) Caring for such child by the Participant.

The amount of hours to be credited for the period of absence shall be the number of hours that normally would have been credited to the Participant, but for the absence from Covered Employment, if such an amount can be ascertained. If this cannot be ascertained, the Participant shall be credited with eight hours of service for each working day during the leave.

The Hours of Service shall be credited in the vesting computation year in which they occur, if the leave occurs totally within one vesting computation year. If the leave takes place in more than one vesting computation year, the hours of service shall be credited in the vesting year during which the absence begins, if the credit is necessary to prevent a break in service; otherwise, the hours of service shall be credited in the following vesting computation year.

Hours of Service under this Section 5.06 shall be computed only for purposes of determining whether a one-year break in service has occurred. Such hours will not be counted toward Credited Service, nor will they be counted toward determining whether the Participant has completed a Year of Service for vesting purposes.

The Participant is required to furnish, upon request by the Plan Administrator or an authorized representative thereof, such timely information as the Plan may reasonably require to establish that the absence was for one of the reasons stated in this subparagraph and/or to establish the number of days for which there was such an absence.

## ARTICLE VI SERVICE IN THE UNIFORMED SERVICES

### Section 6.01. Compliance with USERRA.

The other provisions of the Plan notwithstanding, this Plan shall grant vesting and benefit credit consistently with the requirements of the Uniformed Services Employment and Reemployment Rights Act (USERRA). A Participant who leaves Covered Employment to enter active duty in one of the uniformed services of the United States, and who asserts his right to reemployment pursuant to and consistent with the rules set out in USERRA, shall be granted Hours of Service for both vesting and benefit accrual purposes, as if he had not left Covered Employment during the period of his active duty in the uniformed service. The amount of credit shall be equal to the credit he would have received had he not been in active duty in one of the uniformed services.

Effective January 18, 2006, if a Participant received a distribution of all or part of his benefits in connection with his or her qualified Uniformed Service, then the Participant may repay the distributed amounts upon re-employment. The repayment amount shall include any interest that would have accrued had the distribution not been made. The repayment may be made during the period beginning on the date of re-employment and continuing for up to three times the Participant's length of Uniformed Service, but not to exceed the earlier of five years or termination of Covered Employment.

If a Participant dies on or after January 1, 2007 while performing qualified military service (as defined in Code Section 414(u)), notwithstanding anything in the Plan to the contrary the Beneficiary or Beneficiaries of the Participant shall be entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) provided under the Plan as if the Participant had resumed and then terminated employment on account of death in accordance with Code Section 401(a)(37).

For years beginning after December 31, 2008, and in accordance with Code Section 414(u)(12):

- (a) A Participant receiving a differential wage payment (as defined by Code Section 3401(h)(2)) while performing qualified military service (as defined in Code Section 414(u)) shall be treated as a Covered Employee of the Contributing Employer making the payment;
- (b) The differential wage payment shall be treated as compensation for purposes of Code Section 415; and



- (c) The Plan shall not be treated as failing to meet the requirements of any provision described in Code Section 414(u)(1)(C) by reason of any contribution or benefit which is based on the differential wage payment.

## **ARTICLE VII 50% HUSBAND-AND-WIFE PENSION**

### **Section 7.01. General.**

The 50% Husband-and-Wife Pension provides a lifetime pension for a married Participant, plus a lifetime pension for the Participant's surviving Spouse, the latter commencing with the death of the Participant. The amount of the annuity payable to the Spouse shall be 50% of the amount which had been payable to the Participant under the 50% Husband-and-Wife Pension.

If the Spouse of a Pensioner whose Annuity Starting Date was on or after January 1, 1995, and who elected the 50% Husband-and-Wife Pension predeceases such Pensioner, the Pensioner's monthly benefits subsequent to the Spouse's death will "pop-up" to the amount the Pensioner would have received under the 60 Certain Payments Option.

Effective January 1, 2009, a married Participant may also elect a 75% Husband-and-Wife Pension or a 100% Husband-and-Wife Pension. Both Spouse and Participant must consent to the selection of an option other than the 50% Qualified Joint and Survivor Annuity described in Sections 7.01 and 7.02.

The 50% Husband-and-Wife Pension, 75% Husband-and-Wife Pension or 100% Husband-and-Wife Pension shall be actuarially reduced in accordance with the factors in Appendix A.

### **Section 7.02. Election to Waive 50% Husband-and-Wife Pension.**

A married Participant who meets the requirements for a Normal, Early or Deferred Vested Pension shall receive an annuity in the form of the 50% Husband-and-Wife Pension unless:

- (a) The Participant and his Spouse have not been married throughout the one-year period ending the earlier of:
  - (1) The Participant's Annuity Starting Date, or
  - (2) The Participant's death.

However, if the Participant and his Spouse were married within the one-year period immediately preceding the Annuity Starting Date and the Participant and his Spouse in such marriage have been married for at least one year ending on or before the date of the Participant's death, then the Participant and such Spouse shall be treated as having been married throughout the one-year period ending on the Participant's Annuity Starting Date; or

- (b) The Participant elects to waive the 50% Husband-and-Wife Pension and select some other form of pension provided under the Plan; or
- (c) A Qualified Domestic Relations Order requires a payment of the Participant's pension in some form other than the 50% Husband-and-Wife Pension.

As to any Participant who earned an Hour of Service on or after August 23, 1984, an election to waive the 50% Husband-and-Wife Pension made on or after January 1, 1985, shall not take effect unless:

- (1) The Participant's Spouse provides a written statement consenting to such election and acknowledging the effect thereof which is witnessed by a Plan representative or a notary public, or
- (2) It is established to the satisfaction of a Plan representative that the required consent may not be obtained because there is no Spouse, because the Spouse cannot be located, or because of such other circumstances as the Secretary of the Treasury may by regulations prescribe.

Any consent by a Spouse (or establishment that the consent of the Spouse is unobtainable) shall be effective only with respect to such Spouse. Any consent by a Spouse to an election to waive the 50% Husband-and-Wife Pension shall be irrevocable. For purposes of determining claims of unobtainability of Spousal consent, the Trustees and/or the Administrator may require the Participant to provide such statements, affidavits, information and documentation as is deemed reasonably necessary to make such a determination.

As to elections made on or after January 1, 1987, any election to waive the 50% Husband-and-Wife Pension shall designate the form of benefits elected and the Beneficiary or Beneficiaries. The designated form of benefits elected and the designated Beneficiary or Beneficiaries shall not thereafter be changed without Spousal consent, unless the consent of the Spouse expressly permits any such subsequent designations by the Participant without any requirement of further consent by the Spouse.

**Section 7.03. Married Participant Whose Spouse Does Not Satisfy One-Year Requirement As Of Annuity Starting Date.**

If a Participant is married as of the Annuity Starting Date, but the Spouse of the Participant first satisfies the one-year requirement set forth in Section 7.02 after the Participant's Annuity Starting Date, then on the first day of the first month after the Spouse has first satisfied the one-year requirement, the

Participant's future pension payments shall be converted to a 50% Husband-and-Wife Pension equal to the amount that would have been paid if that form had been effective on the Participant's Annuity Starting Date. Such conversion to the 50% Husband-and-Wife Pension shall not occur if the Participant has elected to waive the 50% Husband-and-Wife Pension, in accordance with Section 7.02, or if a Qualified Domestic Relations Order mandates some other form of distribution of the Participant's benefits.

A married Participant whose Spouse does not meet the one-year requirement as of the Participant's Annuity Starting Date shall, nevertheless, be given the option of electing to receive a 50% Husband-and-Wife Pension commencing with his Annuity Starting Date.

#### **Section 7.04. Pre-Retirement Survivor Annuity.**

Effective August 23, 1984, the Spouse of any vested Participant who did not die or achieve his Annuity Starting Date prior to August 23, 1984, and who dies prior to his Annuity Starting Date, shall receive a Pre-Retirement Survivor Annuity. If the Participant dies after the Annuity Starting Date selected in the application for benefits, but before benefit payments actually commence, no Pre-Retirement Survivor Annuity shall be payable.

If such a Participant dies on or prior to the date the Participant would have attained age 55, then the amount of the Spouse's Pre-Retirement Survivor Annuity shall be the Spouse portion of the 50% Husband-and-Wife Pension computed as if the Participant:

- (a) Separated from service on the date of death;
- (b) Survived to age 55;
- (c) Retired with a 50% Husband-and-Wife Pension at age 55; and
- (d) Died on the day after the day on which the Participant would have attained age 55.

If such a Participant dies after attaining age 55, then the amount of the Spouse's Pre-Retirement Survivor Annuity shall be the Spouse portion of the 50% Husband-and-Wife Pension computed as if the Participant had retired with an immediately payable 50% Husband-and-Wife Pension on the day before the Participant's death.

The Pre-Retirement Survivor Annuity shall be payable starting the first month following the Participant's death.

The Pre-Retirement Survivor Annuity shall not be provided unless the Participant and his Spouse have been married throughout the one-year period ending immediately preceding his death.

As to a Participant who dies or achieved his Annuity Starting Date prior to August 23, 1984, the terms of the Plan in effect prior to August 23, 1984, shall govern any such Participant.

## ARTICLE VIII DEATH BENEFIT

If a Pensioner dies after the Annuity Starting Date selected in his application for benefits, but prior to receiving pension payments for 60 months, payments will be continued to the Pensioner's designated Beneficiary until a total of 60 monthly payments have been made to the Pensioner and his Beneficiary. However, this Article shall not apply if at the time of his death the Pensioner was receiving a 50% Husband-and-Wife Pension, a 75% Husband-and-Wife Pension, a 100% Husband-and-Wife Pension, or Early Retirement Pension with Social Security and a 50% Husband-and-Wife, or a 75% Husband and Wife Pension or a 100% Husband and Wife Pension (Section 9.02), Early Retirement with Social Security and a 50% Husband-and-Wife Pension, a 75% Husband-and-Wife Pension and a 100% Husband-and-Wife Pension (Section 9.03), 120 Certain Payments Pension (Section 9.04). If a Participant has not designated a Beneficiary or there is no designated Beneficiary alive at the death of a Participant, the Death Benefit provided hereunder shall be payable to the estate of the Participant.

If a Beneficiary who has commenced receiving Death Benefit Payments dies and there is no successor Beneficiary named or there is no successor Beneficiary alive, then the balance of the Death Benefit shall be paid to the estate of said Beneficiary.

## **ARTICLE IX OTHER OPTIONS**

### **Section 9.01. General.**

Subject to the provisions of Articles VII and VIII, the basic or Normal form of pension provided under the Pension Plan is a pension payable in monthly installments, commencing with the month immediately following the month in which the Participant retires at Normal Retirement Age, and ending at the later of his death or upon payment of 60 installments. However, benefit payments may be suspended in accordance with Article XI of the Plan. Other pensions payable under the Plan involve actuarial and other adjustments of this basic pension amount. Unless otherwise indicated, all forms of pension benefits shall be no less than the Actuarial Equivalent of this Normal Pension commencing at Normal Retirement Age. This Article sets forth certain optional pensions.

### **Section 9.02. Early Retirement Pension with Social Security Option.**

A Participant who is entitled to retire on an Early Retirement Pension and who does not receive a 50% Husband-and-Wife Pension, may elect to have his pension actuarially adjusted so that he may receive higher monthly pension payments up to and including the month of his 62<sup>nd</sup> birthday and reduced monthly pension payments thereafter. This election shall be made on a form prescribed by the Trustees, and once the Annuity Starting Date has arrived, cannot be revoked. The aforementioned actuarial adjustment shall be designed to equalize to the extent feasible the monthly amount of the Participant's pre-age 62 pension benefit with the monthly Social Security benefit. However, the benefits provided under this option are not dependent on any aspect of benefits provided under the Federal Insurance Contributions Act or on whether the Pensioner applies for, receives, or is eligible for any such benefits under such Act.

The option provided under this Section shall not be available if the Pensioner's monthly payment commencing upon the attainment of age 62 would be less than \$30.00 per month.

### **Section 9.03. Early Retirement with Social Security and Husband-and-Wife Option.**

A Participant whose Annuity Starting Date is on or after January 1, 1995 who is entitled to retire with an Early Retirement Pension and who does receive the 50% Husband-and-Wife Pension, 75% Husband-and-Wife Pension or 100% Husband and Wife Pension described in Section 7.01, may elect to have his pension actuarially adjusted so that he may receive higher monthly pension payments up to and including the month of his 62<sup>nd</sup> birthday and reduced benefits thereafter. If the participant elects the Social Security

and 50% Husband-and-Wife Pension and he predeceases his Spouse, his surviving Spouse will receive 50% of the benefits the Participant would have received had the Participant not died. If the Participant elects the Social Security and 75% Husband-and-Wife Pension and he predeceases his Spouse, his surviving Spouse will receive 75% of the benefits the Participant would have received had the Participant not died. If the participant elects the Social Security and 100% Husband-and-Wife Pension and he predeceases his Spouse, his surviving Spouse will receive 100% of the benefits the Participant would have received had the Participant not died.

The amount of this benefit will be determined by multiplying the amount of the Early Retirement Pension by the factor in Appendix A corresponding with the Participant's and Spouse's ages, and further adjusted as described in Section 9.02.

If the Spouse predeceases the Pensioner, the Pensioner's monthly benefits subsequent to the Spouse's death will "pop-up" to the amount the Pensioner would have received under Section 9.02 above.

**Section 9.04. 120 Certain Payments Option.**

Subject to the provisions of Section 10.03, a Participant may elect to have his monthly benefit actuarially reduced so that if he dies after the commencement of pension payments, but prior to receiving 120 monthly pension payments, his designated primary and successor Beneficiaries will continue to receive the same monthly benefit until the monthly payments to both the Pensioner and his designated Beneficiaries total 120. This election shall be made on a form prescribed by the Trustees and cannot be revoked after the Annuity Starting Date. The 120 Certain Payments option is not available to a Participant who receives a 50% Husband-and-Wife Pension. If there is no Beneficiary alive at the time of the death of the Participant, then the balance of the amount payable hereunder shall go to the Participant's estate. If a Beneficiary who has commenced receiving benefits hereunder, dies and there is no successor Beneficiary alive or none has been named, then the balance of the amount payable hereunder shall go to the Beneficiary's estate.

**Section 9.05. Late Retirement.**

Regardless of the benefit form he chooses, a Participant who chooses an Annuity Starting Date after his Normal Retirement Age shall receive a benefit which is the Actuarial Equivalent of his Normal Pension commencing at Normal Retirement Age, determined in the manner provided in the Plan. No adjustment shall be made for any period of time after Normal Retirement Age during which the Participant was engaged in Suspendible service.



## **ARTICLE X APPLICATION FOR BENEFITS, REVIEW OF DENIAL OF APPLICATION, PENSION PAYMENTS, Required Distributions**

### **Section 10.01. General.**

The Participant shall contact the Plan Administrator when he or she is ready to commence receiving benefits under the Plan. The Plan Administrator will provide the Participant and Spouse with notice of the Husband-and-Wife Pension and of their right to waive the Husband-and-Wife Pension. The Participant shall file a completed application for benefits and shall select an Annuity Starting Date that is at least 30, but no more than, 180 days following the date on which the Plan Administrator provided the above-referenced notice. However, if both the Participant and Spouse, if any, agree in writing, they may waive the 30-day waiting period and elect an Annuity Starting Date as early as the first day of the month in which the above notices are supplied, provided the Participant had already left Covered Employment on that date. Actual payment of benefits will in no case be made until at least eight days after the above notice is supplied.

In the event a Participant qualifies for Early Retirement Benefits because he or she has been determined by the Social Security Administration to be disabled, the Participant may elect an Annuity Starting Date as early as the date for which Social Security Disability Benefits were first payable, provided the Participant and Spouse, if any, waive the 30-day waiting period in writing, and provided further that benefits will not actually be paid until at least eight days after the notice of the Husband-and-Wife Pension is provided.

Any application for benefits under this Plan shall be filed with the Administrator at the Pension Trust offices at 12365 St. Charles Rock Road, Bridgeton, Missouri 63044 (314-739-6442 or toll-free 888-739-6442).

Any Participant, Pensioner or other person claiming benefits shall furnish the Administrator with any information or proof requested and reasonably required to administer the Plan. If a Participant, Pensioner or other claimant to benefits hereunder makes a willfully false statement material to his application for benefits or furnishes fraudulent information or proof relative to the application for benefits, then benefits not vested under this Plan may be suspended or discontinued. The Trustees shall have the right to recover, by withholding future benefits or any other means, any amount paid to such Participant, Pensioner or other claimant to which he is not rightfully entitled under the provisions of this Plan.

A Participant or Pensioner may designate a Beneficiary or Beneficiaries to receive the Death Benefit, if any, provided in accordance with Article VIII, by forwarding such designation in a form acceptable to the Board of Trustees to the Pension Fund Office. A Participant or Pensioner shall have the right to change his designation of Beneficiary without the consent of the Beneficiary, but no change shall be effective or binding unless it is received by the Fund Office prior to the time any payments are made to the Beneficiary whose designation, is on file with the Fund Office.

### **Section 10.02. Review of Denial of Application for Benefits.**

The Fund Office shall make the initial decision with respect to any application for pension benefits under this Plan no later than 90 days after receiving the claim (45 days for a disability claim). If an extension of time to process the claim is necessary, the claimant shall be notified of the additional time required and the reason(s). In the event that the decision of the Administrator is to wholly or partially deny an application for pension benefits, the applicant shall be notified in writing. Such notice shall contain the specific reason or reasons for the denial, a reference to Plan provisions on which the denial is based, a description of any additional documentation or information necessary to perfect the claim, and information concerning the steps to be taken if the applicant desires a review of the denial, including the time limits for seeking review. The notice shall also indicate the Claimant has a right to institute legal action under Section 502 of ERISA should the request for review be denied. For a disability claim, the notice will also contain a statement that the appeal shall not afford deference to the original denial.

In the event that an applicant desires a review of a denial of his application, then the applicant shall submit a written request for review to the Trustees within 90 days of receipt of the notice of denial (180 days for a disability claim). The request for review should be addressed to: "The Trustees, District No. 9, I.A.M.A.W. Pension Trust, 12365 St. Charles Rock Road, Bridgeton, Missouri 63044." Along with the request for review, the applicant may submit any information, documentation, and argument which the applicant desires to be considered. The Trustees shall provide the Claimant with the opportunity to review or to receive free copies of the documents pertinent to his claim. The Trustees will ordinarily act upon a request for review within 60 days of receipt of the request or on the date of their next regularly scheduled meeting, whichever is later. The Trustees shall notify the applicant of their decision in writing, and such written decision shall contain the specific reason or reasons, therefore, along with references to pertinent Plan provisions. The decision of the Trustees shall be final and binding. The claims procedure provided in Sections 10.01 and 10.02 is mandatory and must be followed by any person claiming benefits under this Plan. Under federal law you have the right to bring a civil action under Section 502(a) of the Employee Retirement Income Security Act ("ERISA") if you are dissatisfied with the decision of the Trustees on review. Before bringing such an action in any court or before any agency to recover benefits or seek

relief under the Plan, you must exhaust the Plan's claims and appeals procedure set forth herein. Any such action under ERISA must be filed within two years of the date on which the Trustees' issued their final decision on review.

### **Section 10.03. Commencement and Termination of Pension Payments.**

A Participant who makes application in accordance with Section 10.01, and whom the Administrator or the Board of Trustees determines to be eligible, shall be entitled upon retirement to receive the monthly benefits provided for the remainder of his life, subject to the provisions of this Plan. Annuity benefits shall first be payable for the month commencing on the Annuity Starting Date selected by the Participant in his application. The Annuity Starting Date must be at least 30 days after and no more than 180 days after the Participant has received notice from the Administrator about the right to waive the Husband-and-Wife Pension. The Participant and Spouse may waive the minimum 30-day waiting period, as provided in Section 10.01 above. Such notice and waiver forms will be provided when the Participant notifies the Administrator of his intent to retire. If due to administrative delay, benefit payments do not actually commence on the Annuity Starting Date; when they do commence, the Participant will receive benefits retroactive to his Annuity Starting Date.

Pension payments shall terminate with the payment for the calendar month during which the Pensioner dies, except as elsewhere specifically provided in the Plan. However, pension payments will be suspended in accordance with Article XI of the Plan.

### **Section 10.04. Notification and Election Procedures.**

At least 30 days and no more than 180 days before the Participant's Annuity Starting Date, the Participant shall be provided with a written explanation of:

- (a) The terms and conditions of the 50% Husband-and-Wife Pension;
- (b) The Participant's right to make, and the effect of, an election to waive the 50% Husband-and-Wife Pension;
- (c) The rights of the Participant's Spouse; and
- (d) The right to make, and the effect of, a revocation of an election to waive the 50% Husband-and-Wife Pension.

The Participant may elect to waive the 50% Husband-and-Wife Pension during the 180-day period ending on his Annuity Starting Date and may revoke any such election during said 180-day period. The Participant is entitled to an unlimited number of elections and revocations during such 180-day period.

The Participant's right to elect to waive the 50% Husband-and-Wife Pension is subject to the spousal consent requirements set forth in Section 7.02.

#### **Section 10.05. Forfeiture of Benefits of Lost Participant or Beneficiary.**

**(a) Forfeiture.**

If a Participant entitled to a deferred vested pension benefit or a Beneficiary entitled to benefits under this Plan (other than those benefits provided in Article VIII of the Plan and Section 9.04 of the Plan) is lost as defined in Subsection (c) or (d) of this Section, the benefits of such Participant or Beneficiary shall be forfeited and shall become assets of this Plan.

**(b) Restoration of Forfeited Benefits.**

In the event that a Participant or Beneficiary whose benefits have been forfeited files an application for benefits, the forfeited benefits shall be restored to the Participant or Beneficiary.

**(c) When a Person is Lost Participant.**

A Participant entitled to a deferred vested benefit is considered lost if:

- (1) He or she has failed to file an application for benefits or otherwise communicate in writing with the office of this Plan for a period of three or more years after the Participant first became entitled to begin receiving benefits, and
- (2) Thereafter, the Fund Office has sent a letter, certified mail, return receipt requested, to the Participant at his last known address as reflected in the records of the Plan, notifying such Participant his benefits will be forfeited if he does not communicate his current address to the Fund Office within one year from the date of that letter, and
- (3) No such communication is received from the Participant during that one-year period.

**(d) Lost Beneficiary.**

A Beneficiary shall be considered lost if:

- (1) A Participant whose Beneficiaries would be entitled to benefits pursuant to the terms of this Plan dies, and no Beneficiary has made a claim for benefits within one year of the Participant's death; and
- (2) The Fund Office has thereafter sent a letter to the Participant's named Beneficiary at his address by certified mail, return receipt requested (or the Beneficiary at the Participant's last known address as reflected in the Plan's records if the address of the Beneficiary is not readily available, or to the Participant at his last known address if there is no named Beneficiary), stating that the benefits will be forfeited if no claim is made by a Beneficiary within one year after the date of the letter; and
- (3) No such claim is filed with the Fund Office within that one-year period.

#### **Section 10.06. Rollover Distributions.**

(a) Notwithstanding any provision of the Plan to the contrary that would otherwise limit a distributee's election under this Section, a distributee may elect, at the time and in the manner prescribed by the Plan Administrator, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover.

(b) **Definitions.**

(1) Eligible Rollover Distribution

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; any distribution to the extent such distribution is required under Section 401(a)(9) of the Code; and the portion of any distribution that is not includable in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities).

(2) Eligible Retirement Plan

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, a qualified trust described in Section 401(a) of the Code, or a Roth individual retirement account as described in Internal Revenue Code Section 408A, that accepts the distributee's eligible rollover distribution.

For purposes of the direct rollover provisions of this Section, an eligible retirement plan shall also mean an annuity contract described in Section 403(b) of the Code and 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 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. 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 relation order, as defined in Section 414(p) of the Code.

(3) Distributee

A distributee includes an employee or former employee. In addition, the employee's or former employee's surviving Spouse and the employee's or former employee'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.

(4) Direct Rollover

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

(5) Non-Spousal Rollover

Effective January 1, 2010, a non-spousal Beneficiary may elect a direct rollover into an inherited IRA.

### **Section 10.07. Timing of Notice and Consent Requirement of Retroactive Annuity Starting Dates.**

Effective January 1, 2004, notwithstanding the requirements of Section 10.03 and Section 10.04, if the Plan is required to pay benefits with a retroactive annuity starting date, as defined in Section 417(e)-1(b)(3)(iv) of the Treasury Regulations, it shall adhere to these rules.

- (a) In the case of a retroactive annuity starting date, the date of the first actual payment of benefits based on the retroactive annuity starting date is substituted for the annuity starting date for purposes of satisfying the timing requirements for giving consent and providing an explanation of the QJSA provided in Section 10.03 and Section 10.04. Thus, the written explanation required by Section 417(a)(3)(A) of the Internal Revenue Code will generally be provided no less than 30 days and no more than 180 days before the date of the first payment of benefits, and the election to receive the distribution must be made after the Written explanation is provided and on or before the date of the first payment. The written explanation may also be provided less than 30 days prior to the first payment of benefits if the Participant, after having received the written explanation of the QJSA, affirmatively elects a form of distribution and the Spouse consents to the form of distribution (if necessary). The distribution is still subject to the 7-day revocation period after the QJSA explanation is provided.
- (b) Any distribution of the accumulated make-up payments under a retroactive annuity starting date will provide interest at the rate of four percent per year (.333% per month) from the retroactive annuity starting date until the date of the actual distribution.
- (c) Any benefit determined as of a retroactive annuity starting date will satisfy the requirements of Section 417(e)(3) of the Internal Revenue Code, if applicable, and Section 415 of the Internal Revenue Code, with the applicable interest rate and applicable mortality table determined as of that date.
- (d) A distribution is permitted to have a retroactive starting date only if:
  - (1) The Participant's Spouse (including an alternate payee under a qualified domestic relations order) determined as of the date distributions commence, consents as required in Section 1.417(c)1(b)(3)(v)(A) of the Treasury Regulations;
  - (2) The distribution would satisfy the requirements of Section 415 if the distribution date were substituted for the starting date for all purposes, including for purposes of

determining the applicable interest rate and mortality table, unless the distribution meets the exception set out in Section 1.417(e)-1(b)(3)(v)(B) of the Treasury Regulations; and

- (3) To the extent 417(e)(3) of the Internal Revenue Code and Section 1.417(e)-1(d) of the Treasury Regulations would have applied to the benefit form had distributions commenced on the retroactive annuity starting date, the distribution will be no less than the benefit produced by applying the interest rate and mortality table determined as of the date distribution commences to the annuity form that corresponds to the annuity form that was used to determine the benefit amount as of the retroactive annuity starting date.

### **Section 10.08. Minimum Required Distributions**

Generally, the entire interest of each Participant will be distributed, beginning not later than April 1 of the year following the year in which the Participant attains age 70½, in accordance with regulations, over the life of such employee and a designated beneficiary, or over a period not extending beyond the life expectancy of such employee or the life expectancy of such employee and a designated beneficiary.

#### **(a) General Rules**

##### **(1) Effective Date.**

The provisions in this Section will apply for purposes of determining required minimum distributions for calendar years beginning January 1, 2003. If the total amount of 2002 required minimum distributions under the Plan made to the distributee prior to the effective date of this Section equals or exceeds the required minimum distributions determined under this Section, then no additional distributions will be required to be made for 2002 on or after such date to the distributee. If the total amount of 2002 required minimum distributions under the Plan made to the distributee prior to the effective date of this Section is less than the amount determined under this Section, then required minimum distributions for 2002, on or after such date, will be determined so that the total amount of required minimum distributions for 2002 made to the distributee will be the amount determined under this Section.

##### **(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 Internal Revenue Code.

(4) TEFRA Section 242(b)(2) Elections.

Notwithstanding the other provisions of this Section, other than Subsection (a)(3) above, distributions may be made under a designation made before January 1, 1984, in accordance with Section 242(b)(2) of the Tax Equity and Fiscal Responsibility Act (TEFRA) and the provisions of the Plan that relate to Section 242(b)(2) of TEFRA.

(b) **Time and Manner of Distributions**

(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, pursuant to this Section 10.08.

(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:

(A) If the Participant's surviving Spouse is the Participant's sole designated Beneficiary, then 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 70 ½, if later.

(B) If the Participant's surviving Spouse is not the Participant's sole designated Beneficiary, then any death benefits to be paid to the designated Beneficiary will be distributed by December 31 of the calendar year immediately following the calendar year in which the Participant died.

(C) 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.

- (D) 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 10.08(b)(2), other than Section 10.08(b)(2)(A), will apply as if the surviving Spouse were the Participant.

For purposes of this Section 10.08(b)(2) and Section 10.08(e), distributions are considered to begin on the Participant's required beginning date (or, if Section 10.08(b)(2)(D) applies, the date distributions are required to begin to the surviving Spouse under Section 10.08(b)(2)(A)). If annuity payments 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 10.08(b)(2)(A)), the date distributions are considered to begin is the date distributions actually commence.

#### Form 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 Subsections (c), (d), and (e) of this Section 10.08. If the Participant's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of Section 401(a)(9) of the Code and the Treasury Regulations. Any part of the Participant's interest which is in the form of an individual account described in Section 414(k) of the Code, will be distributed in a manner satisfying the requirements of Section 401(a)(9) of the Code and the Treasury Regulations that apply to individual accounts.

(c) **Determination of Amount to be Distributed Each Year.**

(1) General Annuity Requirements.

If the Participant's interest is paid in the form of annuity distributions under the plan, payments under the annuity will satisfy the following requirements:

- (A) The annuity distributions will be paid in periodic payments made at intervals not longer than one year;
- (B) The distribution period will be over a life (or lives) or over a period certain not longer than the period described in Subsections (d) or (e);
- (C) Once payments have begun over a period certain, the period certain will not be changed, even if the period certain is shorter than the maximum permitted;
- (D) Payments will either be non-increasing or increase only as follows:
  - (i) By an annual percentage increase that does not exceed the annual percentage increase in a cost-of-living index that is based on prices of all items and issued by the Bureau of Labor Statistics;
  - (ii) To the extent of the reduction in the amount of the Participant's payments to provide for a survivor benefit upon death, but only if the Beneficiary whose life was being used to determine the distribution period described in Subsection (d) dies or is no longer the Participant's Beneficiary, pursuant to a qualified domestic relations order, within the meaning of Section 414(p);
  - (iii) To provide cash refunds of employee contributions upon the Participant's death; or
  - (iv) To pay increased benefits that result from a Plan amendment.

(2) Amount Required to be Distributed by Required Beginning Date.

The amount that must be distributed on or before the Participant's required beginning date (or, if the Participant dies before distributions begin, the date distributions are required to begin under Section 10.08(b)(2)(A) or (B)) is the payment that is required for one

payment interval. The second payment need not be made until the end of the next payment interval, even if that payment interval ends in the next calendar year. Payment intervals are the periods for which payments are received, e.g., bi-monthly, monthly, semi-annually or annually. All of the Participant's benefit accruals as of the last day of the first distribution calendar year will be included in the calculation of the amount of the annuity payments for payment intervals ending on or after the Participant's required beginning date.

(3) Additional Accruals After First Distribution Calendar Year.

Any additional benefits accruing to the Participant in a calendar year after the first distribution calendar year will be distributed beginning with the first payment interval ending in the calendar year immediately following the calendar year in which such amount accrues.

(d) **Requirements for Annuity Distributions that Commence During Participant's Lifetime.**

(1) Period Certain Annuities.

Unless the Participant's Spouse is the sole designated Beneficiary and the form of distribution is a period certain and no life annuity, the period certain for an annuity distribution commencing during the Participant's lifetime may not exceed the applicable distribution period for the Participant under the Uniform Lifetime Table, set forth in Section 1.401(a)(9)-9 of the Treasury regulations for the calendar year that contains the ~~Annuity Starting Date.~~ If the ~~Annuity Starting Date~~ precedes the year in which the Participant reaches age 70, the applicable distribution period for the Participant is the distribution period for age 70 under the Uniform Lifetime Table, set forth in Section 1.401(a)(9)-9 of the Treasury regulations, plus the excess of 70 over the age of the Participant as of the Participant's birthday in the year that contains the Annuity Starting Date. If the Participant's Spouse is the Participant's sole designated Beneficiary and the form of distribution is a period certain and no life annuity, the period certain may not exceed the longer of the Participant's applicable distribution period, as determined under this Section 10.08(d)(2), or the joint life and last survivor expectancy of the Participant and the Participant's Spouse, as determined under 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 calendar year that contains the Annuity Starting Date.

(2) Joint and Survivor Annuities.

If the Participant's interest is being distributed in the form of a joint and survivor annuity for the joint lives of the Participant and a non-spouse Beneficiary, annuity payments to be made on or after the Participant's Required Beginning Date to the designated Beneficiary after the Participant's death must not at any time exceed the applicable percentage of the annuity payment for such period that would have been payable to the Participant using the table set forth in Q&A-2 of Section 1.40(a)(9)-6 of the Treasury regulations. If the form of distribution combines a joint and survivor annuity for the joint lives of the Participant and a non-spouse Beneficiary and a period certain annuity, the requirement in the preceding sentence will apply to annuity payments to be made to the designated Beneficiary after the expiration of the period certain.

(e) **Requirements for Minimum Distributions Where Participant Dies Before Date Distributions Begin.**

(1) Participant Survived by Designated Beneficiary.

If the Participant dies before the date distribution of his or her interest begins and there is a designated Beneficiary, the Participant's entire interest will be distributed, beginning no later than the time described in Section 10.08(b)(2)(A) or (B), over the life of the designated Beneficiary, or over a period certain not exceeding:

- (A) unless the Annuity Starting Date is before the first distribution calendar year, the life expectancy of the designated Beneficiary determined using the Beneficiary's age as of the Beneficiary's birthday in the calendar year immediately following the calendar year of the Participant's death; or
- (B) if the Annuity Starting Date is before the first distribution calendar year, the life expectancy of the designated Beneficiary determined using the Beneficiary's age as of the Beneficiary's birthday in the calendar year that contains the Annuity Starting Date.

(2) 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,

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.

(3) Death of Surviving Spouse Before Distributions to Surviving Spouse Begin.

If the Participant dies before the date distribution of his or her interest begins, the Participant's surviving Spouse is the Participant's sole designated Beneficiary, and the surviving Spouse dies before distributions to the surviving Spouse begin, this Subsection (E) will apply as if the surviving Spouse were the Participant, except that the time by which distributions must begin will be determined without regard to Section 10.08(b)(2)(A).

(f) **Definitions.**

(1) Designated Beneficiary.

The individual who is designated as the Beneficiary under this Section 10.08 of the Plan, and is the designated Beneficiary under Section 401(a)(9) of the Internal Revenue Code and Section 1.401 (a)(9)-1, Q&A-4, of the Treasury regulations.

(2) Distribution Calendar Year.

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 before a Participant's death, the first distribution calendar year is the calendar year in which distributions are required to begin, pursuant to Section 10.08(b)(2).

(3) Life Expectancy.

Life expectancy as computed by use of the Single Life Table in Section 1.401(a)(9)-9 of the Treasury regulations.

(4) Required Beginning Date.

The date specified in this Section 10.08 of the Plan.

## ARTICLE XI SUSPENSION OF BENEFITS

### Section 11.01. General.

The various pensions payable under this Plan are payable only to individuals who retire and remain retired. Pension payments to a Participant who has not retired or who ceases to be retired shall be suspended in accordance with this Article XI any other provision of the Plan to the contrary notwithstanding.

### Section 11.02. Suspension of Benefits.

- (a) A Participant shall not be deemed to be retired during any month in which he is employed or engaged in suspendible service. Suspendible service shall be service subsequent to the time the payment of benefits commenced or would have commenced but for the suspendible service if the following conditions are met:
- (1) The Participant completes 40 or more Hours of Service in an industry<sup>5</sup> in which employees covered by the Plan were employed and accrued benefits under the Plan as a result of such employment at the time that the payment of benefits to the Participant commenced or would have commenced if the Participant had not remained in or returned to employment;
  - (2) The service is in a trade or craft<sup>6</sup> in which the Participant was employed at any time under the Plan, and
  - (3) The service is performed within the geographic area<sup>7</sup> covered by the Plan.

Suspendible service shall also include any Covered Employment as defined in Section 1.12 of the Plan performed by an employee who has not attained Normal Retirement Age under the Plan. The performance of any amount of Covered Employment by such employee shall constitute suspendible service for the month in which it is performed irrespective of industry, trade, craft, or geographic area involved.

<sup>5</sup> The term "industry" shall mean the business activities of the types engaged in by any Contributing Employer.

<sup>6</sup> The term "trade or craft" shall mean: [i] a skill or skills learned during a significant period of training or practice which is applicable in occupations in the same industry, or (ii) a skill or skills, relating to selling, retailing, managerial, clerical or professional occupations, or (iii) supervisory activities relating to a skill or skills described in (i) or (ii).

<sup>7</sup> The "geographic area covered by the Plan" is the area consisting of the State of Missouri, the State of Illinois, and any Standard Metropolitan Statistical Area which falls in part within Missouri or Illinois.

Effective June 1, 2006, the rule expressed in the two preceding sentences shall apply only to benefits accrued on or after January 1, 1990. For purposes of determining whether a Participant is employed in suspendible service, hours of service the Participant spends in self-employment, as well as hours of service the Participant spends in the employ of another, will be considered.

- (b) No benefit payments shall be made and benefits will be permanently withheld for each month after a Participant has elected Early Retirement or has reached Normal Retirement Age during which he is engaged in suspendible service. If payments have been made by the Plan to a Participant for months during which the Participant is engaged in suspendible service, the Plan may deduct the amounts so paid from benefit payments which subsequently become payable, provided that the deduction does not exceed in any one month 25 percent of that month's total benefit payment which would have been due but for the offset. The 25% limitation does not apply to the initial payment described in Section 11.02(c). That initial payment may be offset without limitation.
- (c) If pension payments have been withheld pursuant to Section 11.02(b), payments shall resume on or before the first day of the third calendar month after the calendar month during which the employee ceases to be engaged in suspendible service, provided that the employee has complied with the notification procedure set forth in Section 11.03. The initial payment upon resumption shall include the payment scheduled to occur in the calendar month when payments resume and any amounts withheld during the period between the cessation of suspendible service and the resumption of payments, less any amounts that are subject to offset.
- (d) During a period of suspendible service, a Participant may earn additional Future Service Credit, provided he satisfies the participation and benefit accrual requirements of the Plan. Benefit payments which resume after the cessation of such suspendible service shall be adjusted to take into account any such additional Future Service Credits earned during the period of suspendible service.

### **Section 11.03. Notification, Certification, Status Determination and Request for Review.**

A Participant who has commenced receiving any pension payments under the Plan shall notify the Administrator in writing of any employment or self-employment within 30 days of the commencement thereof. A Participant whose benefits have been suspended shall as a condition of the resumption of benefit payments file with the Administrator a resumption notice on a form prescribed by the Administrator.



The Administrator may require a Participant, as a condition to receiving future benefit payments, to either certify that he is unemployed or provide factual information requested by the Administrator sufficient to establish that any employment or self-employment does not constitute suspendible employment or self-employment. Once a Participant has furnished the required certification or information, the Plan shall forward, along with the next regularly scheduled payment, all payments which have been withheld pursuant to this paragraph, except to the extent that such payments may be withheld or offset pursuant to other provisions of this Article XI.

A Participant may request in writing a determination by the Administrator as to whether specific contemplated employment or self-employment will result in suspension of benefits. The Administrator shall respond to such a written request within a reasonable time.

A Participant who wishes to appeal any determination by the Administrator under this Article XI shall request review by the Trustees of such determination in the manner prescribed in Section 10.02 of the Plan.

#### **Section 11.04. Form of Resumed Pension.**

A Participant whose benefit payments have been suspended in accordance with this Article shall, upon his entitlement to a resumption of payments, receive the same form of pension as he earlier received, (e.g., 50% Husband-and-Wife Pension, 120 Certain Payments Option, etc.) adjusted as provided by this Article XI. However, where the Participant's prior Annuity Starting Date was before his Normal Retirement Age, he shall have a new Annuity Starting Date with reference to benefits accrued during the suspension.

## ARTICLE XII EMPLOYER WITHDRAWAL LIABILITY/LIQUIDATED DAMAGES

### Section 12.01. General and Definitions.

- (a) An Employer that withdraws from the Plan in either a complete or partial withdrawal shall owe and pay withdrawal liability to the Plan, as determined under this Article and ERISA, as amended by the Multiemployer Pension Plan Amendments Act of 1980.
- (b) The term "Vested Benefits" for purposes of this Article shall mean benefits for which a Participant or Beneficiary has satisfied the conditions for entitlement to a benefit under the Plan whether or not the benefit may subsequently be canceled, reduced or suspended by a Plan amendment, an occurrence of a condition subsequent, a withdrawal or delinquency, or operation of law and whether or not the benefit is considered vested or nonforfeitable for any other purpose under the Plan.
- (c) The term "Present Value of Vested Benefits at PBGC Interest Rates" for purposes of this Article shall mean the present value of Vested Benefits determined using the interest assumptions prescribed by the Pension Benefit Guaranty Corporation under 29 C.F.R. Ch. XL, Part 4044 as of the date of the calculation of the Unfunded Vested Benefits.
- (d) The term "Present Value of Vested Benefits at the Funding Interest Rate" for purposes of this Article shall mean the present value of Vested Benefits determined using the interest assumption for purposes of determining the Plan's Funding Standard Account.
- (e) The term "Market Value of Assets" for purposes of this Article shall mean the Plan's assets as reflected in the annual audited financial statements of the Plan, less withdrawal liability receivables unless required by law to be included.
- (f) The term "Actuarial Value of Assets" for purposes of this Article shall mean a smoothed market value of assets, as defined and calculated in the actuarial valuation report.
- (g) The term "Present Value of Vested Benefits Under the Segal Blend Methodology" for purposes of this article shall mean the sum of this (g)(1) and (g)(2):
- (1) The Market Value of Assets, plus
  - (2) (A) times (B):
    - (A) 1 minus the ratio of the Market Value of Assets to the Present Value of Vested Benefits at PBGC Interest Rates, times

- (B) The Present Value of Vested Benefits at The Funding Interest Rate.

**Section 12.02. Unfunded Vested Benefits.**

- (a) For withdrawals prior to July 1, 2010, the Unfunded Vested Benefits was equal to the Present Value of Vested Benefits at the Funding Interest Rates, less the Actuarial Value of Assets, but not less than zero.
- (b) For withdrawals on and after July 1, 2010, the Unfunded Vested Benefits shall equal the average of this (b)(1) and (b)(2):
- (1) The Present Value of Vested Benefits Under the Segal Blend Methodology, less the Market Value of Assets, but not less than zero; and
- (2) The Present Value of Vested Benefits at the Funding Interest Rate, less the Actuarial Value of Assets, but not less than zero.

**Section 12.03. Allocation Method.**

- (a) The liability of a Contributing Employer who totally or partially withdrew from this Plan on or after January 1, 1988 but prior to January 1, 2012, shall be determined and computed in accord with the formula set forth in the provisions of ERISA Section 4211(c)(3).
- (b) The liability of Contributing Employer who totally or partially withdraws on and after January 1, 2012 shall be computed in accordance with the formula set forth in the provisions of ERISA Section 4211(b).
- (1) The initial pool as of December 31, 2011 shall equal the Unfunded Vested Benefits as of December 31, 2011.
- (2) If, as of the end of any Plan year, the Unfunded Vested Benefits is equal to zero, then all pools will be considered fully recognized, and no new pools will be established until the first year that the Unfunded Vested Benefits is greater than zero.

**Section 12.04. No Withdrawal Liability for Certain Temporary Contribution Obligation Periods.**

A Contributing Employer who withdraws from a plan in complete or partial withdrawal is not liable to the Plan for withdrawal liability if all of the following conditions are met:

- (a) The employer first had an obligation to contribute to the Plan after September 26, 1980;
- (b) The employer had an obligation to contribute to the Plan for no more than the lessor of:

- (1) six (6) consecutive Plan years preceding the date on which the employer withdraws; or
  - (2) the number of years required for vesting under the Plan;
- (c) The employer was required to make contributions to the Plan for each such Plan year in an amount equal to less than two percent of the sum of all employer contributions made to the plan for such year;
- (d) The employer has never avoided withdrawal liability with respect to this Plan because of the application of this Section; and
- (e) The ratio of the assets of the Plan for the Plan Year for which the employer was required to contribute to the Plan to the benefit payments made during that plan year was at least 8 to 1.

Any provision of this Plan to the contrary notwithstanding, where a Contributing Employer avoids withdrawal liability by virtue of the application of this Section, any benefits accrued by any Participant as a result of service with that employer before the employer had an obligation to contribute to this Plan shall be cancelled upon the employer's withdrawal from this Plan.

#### **Section 12.05. Acceleration of Withdrawal Liability**

In the event that an employer defaults on any payment of withdrawal liability, the Trustees may declare the full amount of the employer's withdrawal liability to be immediately due and owing, and the employer shall thereupon be obligated to pay the full amount of said withdrawal liability plus all accrued interest.

For purposes of this Section, a "default" means the failure of an employer to make, when due, any payment of withdrawal liability if the failure is not cured within 60 days after the employer receives written notification from the Trustees of such failure.

#### **Section 12.06. Liquidated Damages**

In any legal action to collect delinquent employer contributions and/or withdrawal liability, the Trustees are authorized to recover liquidated damages in the amount of 20% of the principal amount due in addition to any other relief obtainable under the law, including but not limited to the remedies under Section 502(g)(2) of the Employee Retirement Income Security Act, as amended.

## **ARTICLE XIII GENERAL PROVISIONS**

### **Section 13.01. Reversion.**

No part of the corpus or income of the Trust shall revert to any Contributing Employer or be subject to any claim by a Contributing Employer, except for the refund of erroneous contributions or withdrawal liability payments to the extent permitted by law. The Trustees shall determine in each instance whether any such refund shall be made and the terms conditions and qualification of such refund.

### **Section 13.02. No Assignment of Benefits.**

No person entitled to any benefits under this Pension Plan shall have the right to assign, alienate, transfer, encumber, pledge, mortgage, hypothecate, or impair in any manner his legal or beneficial interest, or any interest in assets of the Trust. Neither the Trust nor any of the assets thereof shall be liable for the debts or any person entitled to any benefits under this Plan, nor be subject to attachment or execution or process in any court or action or proceeding. However, the other provisions of this Section and this Plan notwithstanding, the Plan shall pay benefits in accordance with any domestic relations order which qualifies as a Qualified Domestic Relations Order within the meaning of Section 414(p) of the Internal Revenue Code. The Trustees have adopted a written procedure for determining the qualified status of domestic relations orders and for administering distributions under such qualified orders.

### **Section 13.03. Merger or Consolidation.**

In the event of any merger or consolidation by this Plan with or any transfer of assets or liabilities of this Plan to any other pension plan, each Participant in this Plan shall (if this Plan then terminates) receive a benefit immediately after the merger, consolidation or transfer which is equal to or greater than the benefit he would have been entitled to receive immediately before said merger, consolidation or transfer (if this Plan had then terminated).

### **Section 13.04. Administrator.**

The Board of Trustees is the Administrator of this Plan. The Trustees are the named fiduciaries within the meaning of the Employee Retirement Income Security Act.

**Section 13.05. Effective Dates.**

The District No. 9, I.A.M.A.W. Pension Plan was originally established on January 14, 1957, and has been amended and restated from time to time including the restatement effective January 1, 1976, to comply with the Employee Retirement Income Security Act. This restatement of the Plan is effective January 1, 2014, and, except as otherwise provided herein, is applicable solely to persons who are Active Participants on or after January 1, 2014. The rights of those who ceased to be Active Participants prior to January 1, 2014, shall be determined in accordance with the applicable Plan provisions earlier in effect, except as otherwise provided herein.

## **ARTICLE XIV AMENDMENT AND TERMINATION**

### **Section 14.01. Amendment of the Plan.**

The Plan may be amended by the Trustees in any lawful manner, including but not limited to any amendment, whether prospective or retroactive, necessary to maintain the tax-exempt status of the Trust and Plan.

### **Section 14.02. Termination of the Plan.**

The Trustees shall have the right to terminate the Plan in whole or in part. In the event of the complete or partial termination of the Plan, the assets of the Trust shall be allocated by the Trustees in accordance with the law, and the rights of all affected Participants to benefits accrued to the date of said full or partial termination shall be non-forfeitable.





## **ARTICLE XV CONSTRUCTION, SAVINGS CLAUSE**

### **Section 15.01. Construction.**

The Trustees are empowered to construe the provisions of this Plan. Benefits shall be earned and paid in accordance with the provisions of the Plan except to the extent otherwise required by law. This restated Plan effective January 1, 2014, shall not be construed as reducing the Pension Credits or Years of Vesting Service to which any Participant was entitled on December 31, 2013. Pension Credits or Years of Vesting Service are subject to future cancellation in accordance with the break in service and other provisions of the Plan.

### **Section 15.02. Savings Clause.**

If any provision of this Plan or related document shall be held unlawful or unlawful as to any person or instance, such fact shall not affect any other provision of the Plan or the application of such provision to any other person or instance, unless and until such illegality shall make the functioning of the Plan impossible.

## ARTICLE XVI TOP-HEAVY PROVISIONS

### Section 16.01. Definitions.

For purposes of this Article, the following words and phrases shall have the meaning stated below unless a different meaning is clearly required by the context:

(a) **Key Employee.**

"Key Employee" means any employee or former employee (including the beneficiary of such employee and 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 \$130,000 (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 \$150,000. 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.

(b) **Non-Key Employee.**

"Non-Key Employee" means any Employee who is not a Key Employee.

(c) **Annual Compensation Limitation.**

The amount of a Participant's Compensation from any single employer that may be taken into account for any Plan purpose in any Plan Credit Year is \$200,000, as that amount may be adjusted from time to time by the Secretary of the Treasury under Section 401(a)(17) of the Internal Revenue Code.

(d) **Determination Date.**

"Determination Date" means, with respect to any Plan Year, the last day of the preceding Plan Year, or in the case of the first Plan Year of any Plan, the last day of such Plan Year.

### Section 16.02. Top-Heavy Plan Requirements.

- (a) This Plan shall be a Top-Heavy Plan for any Plan Year, in which, as of the Determination Date,

- (1) The present value of accrued benefits of Key Employees, and
- (2) The sum of the aggregate accounts of Key Employees under this Plan and all plans of an Aggregation group

exceeds sixty percent (60%) of the present value of accrued benefits and the aggregate accounts of all Key Employees and Non-Key Employees under this Plan and all plans of an Aggregation Group.

If any Participant is a Non-Key Employee for a Plan Year, but such Participant was a Key Employee for any prior Plan Year, such Participant's present value of accrued benefits and/or aggregate account balance shall not be taken into account for purposes of determining whether this Plan is a Top-Heavy Plan (or whether any Aggregation Group which includes this Plan is a Top-Heavy Group). In addition, if a Participant or former Participant has not performed services for any Employer maintaining the Plan at any time during the one-year period ending on the Determination Date, the aggregate account and/or present value of accrued benefit for such Participant or former Participant shall not be taken into account for the purposes of determining whether this Plan is a Top-Heavy Plan.

- (b) A Participant's aggregate account as of the Determination Date shall be determined under applicable provisions of the defined contribution plan used in determining Top-Heavy Plan status.
- (c) "Aggregation Group" means either a Required Aggregation Group or a Permissive Aggregation Group, as hereinafter determined.

- (1) (A) In determining a Required Aggregation Group hereunder, each plan of an Employer in which a Key Employee is a Participant, and each other plan of an Employer which enables any plan in which a Key Employee participates to meet the requirements of Sections 401(a)(4) and 410 of the Internal Revenue Code, will be required to be aggregated. Such group shall be known as a "Required Aggregation Group."

- (B) In the case of a Required Aggregation Group, each plan in the group will be considered a Top-Heavy Plan if the Required Aggregation Group is a Top-Heavy Plan. No plan in the Required Aggregation Group is a Top-Heavy Plan if the Required Aggregation Group is not a Top-Heavy Plan.

- (2) (A) An Employer may also include any other plan not required to be included in the Required Aggregation Group, provided the resulting group, taken as a whole, would continue to satisfy the provisions of Sections 401(a)(4) and 410 of the Internal Revenue Code. Such group shall be known as a "Permissive Aggregation Group."
  - (B) In the case of a Permissive Aggregation Group, only a plan that is part of the Required Aggregation Group will be considered a Top-Heavy Plan if the Permissive Aggregation Group is a Top-Heavy Plan. No plan in the Permissive Aggregation Group will be considered a Top-Heavy Plan if the Permissive Aggregation Group is not a Top-Heavy Plan.
- (3) Only those plans of an Employer in which the Determination Dates fall within the same year shall be aggregated in order to determine whether such plans are Top-Heavy Plans.
- (d) In the case of a defined benefit plan, a Participant's present value of accrued benefits shall be determined:
  - (1) As of the most recent actuarial valuation date that is the most recent valuation date within a twelve-month period ending on the Determination Date;
  - (2) For the first Plan Year, as if:
    - (A) The Participant terminated service as of the Determination Date; or
    - (B) The Participant terminated service as of the actuarial valuation date, but taking into account the estimated present value of accrued benefits as of the Determination Date.
  - (3) For any other Plan Year, as if the Participant terminated service as of the actuarial valuation date,
  - (4) The actuarial valuation date must be the same date used for computing the defined benefit plan minimum funding costs, regardless of whether a valuation is performed in the Plan Year.
  - (5) Effective January 1, 2002, the accrued benefits and accounts of any individual who has not performed services for the employer during the one-year period ending on the determination date, shall not be taken into account.

(e) The calculation of a Participant's present value of accrued benefit as of a Determination Date shall be the sum of the following:

- (1) The present value of accrued benefit using actuarial assumptions stated in the most recent actuarial valuation;
- (2) Any Plan distributions made within the Plan Year that includes the Determination Date, or within four preceding Plan Years. However, in the case of distributions made after the valuation date and prior to the Determination Date, such distributions are not included as distributions for Top-Heavy purposes to the extent that such distributions are already included in the Participant's present value of accrued benefit as of the valuation date.

Notwithstanding anything herein to the contrary, all distributions, including distributions made prior to January 1, 1984, and distributions under a terminated plan, which if it had not been terminated, would have been required to be included in an Aggregation Group, will be counted (Effective January 1, 2002, the present values of accrued benefits and the amounts of account balances 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 of service, death, or disability, this provision shall be applied by substituting "5-year period" for "1-year period";

- (3) Any Employee contributions, whether voluntary or mandatory. However, amounts attributable to tax deductible Qualified Voluntary Employee Contributions shall not be considered to be a part of the Participant's present value of accrued benefits;
- (4) With respect to unrelated rollovers and plan-to-plan transfers (ones which are both initiated by the Employee and made from a plan maintained by one Employer to a plan maintained by another Employer), if this Plan provides for rollovers or plan-to-plan transfers, it shall always consider such rollover or plan-to-plan transfers as a distribution for purposes of this Section. If this Plan is the plan accepting such rollovers or plan-to-plan transfers, it shall not consider such rollovers or plan-to-plan transfers accepted after December 31, 1983, as part of the Participant's present value of accrued benefits.

However, rollovers or plan-to-plan transfers accepted prior to January 1, 1984, shall be considered as part of the Participant's present value of accrued benefits; and

- (5) With respect to related rollovers and plan-to-plan transfers (ones either not initiated by the Employee or made to a plan maintained by the same Employer), if this Plan provides the rollover or plan-to-plan transfer, it shall not be counted as a distribution for purposes of this Section. If this Plan is the plan accepting such rollover or plan-to-plan transfer, it shall consider such rollover or plan-to-plan transfer as part of the Participant's present value of accrued benefits, irrespective of the date on which such rollover or plan-to-plan transfer is accepted.
- (f) "Top-Heavy Group" means an Aggregation Group in which, as of the Determination Date, the sum of:
- (1) The present value of accrued benefits of Key Employees under all defined benefit plans included in the group; and
  - (2) The aggregate accounts of Key Employees under all defined contribution plans included in the group
- exceeds sixty percent (60%) of a similar sum determined for all Participants.
- (g) Notwithstanding anything herein to the contrary, the effective date otherwise provided for herein for the application of Section 416 of the Internal Revenue Code to this Plan (Plan Years beginning after December 31, 1983) shall be extended in accordance with any federal law or regulatory authority.

### **Section 16.03. Top-Heavy Vesting.**

- (a) Notwithstanding the determination of Vested Status in accordance with Article IV of the Plan, for any Top-Heavy Plan Year, the vested portion of any Participant's accrued benefit shall be determined on the basis of the Participant's number of Years of Vesting Service according to the following schedule:

Service for Vesting (excluding Years of Service for Vesting prior to effective date of this Plan)	Vested Percentage
1 year	0%
2 years	0%
3 years	100%

- (b) If, in any subsequent Plan Credit Year, the Plan ceases to be a Top-Heavy Plan, the Trustees may elect to:
  - (1) Continue to apply this vesting schedule in determining the vested portion of any Participant's accrued benefit; or
  - (2) Revert to the vesting schedule in effect before this Plan became a Top-Heavy Plan, pursuant to Section 411(a)(10) of the Internal Revenue Code. The non-forfeitable percentage of the accrued benefit before the Plan ceased being Top-Heavy, therefore, must not be reduced, and any Participant with three or more Years of Vesting Service must be given the option of remaining under the Top-Heavy vesting schedule. Any such reversion shall be treated as a Plan Amendment.
- (c) The Top-Heavy vesting schedule does not apply to the accrued benefit of any Employee who does not have one hour of work after the Plan has initially become a Top-Heavy Plan, and such Employee's accrued benefit attributable to Employer contributions will be determined without regard to this Article.

**Section 16.04. Top-Heavy Benefit Requirement.**

- (a) The minimum accrued benefit derived from Employer contributions to be provided under this Section for each Non-Key Employee who is a Participant shall equal the product of:
  - (1) One-twelfth ( $1/12^{\text{th}}$ ) of Annual Compensation averaged over the five consecutive "limitation years" (or actual number of "limitation years" if less) which produces the highest average, and
  - (2) the lesser of
    - (A) Two percent (2%) multiplied by Years of Vesting Service; or
    - (B) Twenty percent (20%).
- (b) For purposes of providing the minimum benefit under Section 416 of the Internal Revenue Code, a Non-Key Employee who is not a Participant solely because:
  - (1) His Annual Compensation is below a stated amount, or

- (2) He declined to make mandatory contributions to the Plan will be considered to be a Participant.
- (c) For purposes of this Section, Years of Vesting Service for any Plan Year ending prior to January 1, 1984, or for any Plan Year during which the Plan was not a Top-Heavy Plan shall be disregarded.
- (d) For purposes of this Section, Annual Compensation for any "limitation year" ending prior to January 1, 1984, or subsequent to the last "limitation year" during which the Plan is a Top-Heavy Plan shall be disregarded. The term "limitation year" means the Plan Year.
- (e) If the Plan provides for the normal retirement benefit to be paid in a form other than a single life annuity, the accrued benefit under this Section shall be the Actuarial Equivalence of the minimum accrued benefit under Article IV.
- (f) If payment of the minimum accrued benefit commences at a date other than Normal Retirement Age, the minimum accrued benefit shall be adjusted in accordance with Section 4.06 of the Plan.
- (g) If a Non-Key Employee participates in this Plan and a defined contribution plan included in a Required Aggregation Group that is Top-Heavy, the minimum benefits shall be provided under this Plan.
- (h) To the extent required to be non-forfeitable under Section 5.05 of the Plan the minimum accrued benefit under this Section may not be forfeited under Sections 411(a)(3)(B) or 411(A)(3)(D) of the Internal Revenue Code.
- (i) Effective January 1, 2002, for purposes of satisfying the minimum benefit requirements of Section 416(c)(1) of the Code and the Plan, in determining years of service with the employer, any service with the employer shall be disregarded to the extent that such service occurs during a plan year when the plan benefits (within the meaning of Section 410(b) of the Code) no key employee or former key employee.



# APPENDIX A

## 100% Husband-and-Wife Adjustment Factors

Age of Participant	Age of Spouse													
	<u>20</u>	<u>21</u>	<u>22</u>	<u>23</u>	<u>24</u>	<u>25</u>	<u>26</u>	<u>27</u>	<u>28</u>	<u>29</u>	<u>30</u>	<u>31</u>	<u>32</u>	<u>33</u>
50	0.8633	0.8640	0.8648	0.8657	0.8666	0.8675	0.8685	0.8696	0.8707	0.8719	0.8731	0.8744	0.8758	0.8772
51	0.8545	0.8552	0.8560	0.8569	0.8578	0.8587	0.8597	0.8608	0.8619	0.8631	0.8643	0.8656	0.8670	0.8685
52	0.8452	0.8460	0.8468	0.8476	0.8485	0.8495	0.8505	0.8515	0.8527	0.8539	0.8551	0.8564	0.8578	0.8593
53	0.8355	0.8363	0.8371	0.8379	0.8388	0.8398	0.8408	0.8419	0.8430	0.8442	0.8455	0.8468	0.8482	0.8497
54	0.8254	0.8261	0.8269	0.8278	0.8287	0.8296	0.8306	0.8317	0.8329	0.8341	0.8353	0.8367	0.8381	0.8396
55	0.8148	0.8155	0.8163	0.8172	0.8181	0.8190	0.8201	0.8211	0.8223	0.8235	0.8248	0.8261	0.8275	0.8290
56	0.8038	0.8045	0.8053	0.8061	0.8070	0.8080	0.8090	0.8101	0.8112	0.8124	0.8137	0.8151	0.8165	0.8180
57	0.7923	0.7930	0.7938	0.7947	0.7956	0.7965	0.7975	0.7986	0.7997	0.8009	0.8022	0.8036	0.8050	0.8065
58	0.7805	0.7812	0.7820	0.7828	0.7837	0.7846	0.7856	0.7867	0.7878	0.7890	0.7903	0.7917	0.7931	0.7946
59	0.7682	0.7690	0.7697	0.7706	0.7714	0.7724	0.7734	0.7744	0.7756	0.7768	0.7780	0.7794	0.7808	0.7823
60	0.7556	0.7564	0.7571	0.7579	0.7588	0.7598	0.7607	0.7618	0.7629	0.7641	0.7654	0.7667	0.7681	0.7697
61	0.7427	0.7434	0.7442	0.7450	0.7459	0.7468	0.7478	0.7488	0.7499	0.7511	0.7524	0.7537	0.7551	0.7566
62	0.7295	0.7302	0.7310	0.7318	0.7326	0.7336	0.7345	0.7356	0.7367	0.7378	0.7391	0.7404	0.7418	0.7433
63	0.7161	0.7168	0.7175	0.7183	0.7192	0.7201	0.7210	0.7220	0.7231	0.7243	0.7255	0.7269	0.7283	0.7297
64	0.7024	0.7031	0.7038	0.7046	0.7055	0.7064	0.7073	0.7083	0.7094	0.7106	0.7118	0.7131	0.7145	0.7159
65	0.6886	0.6893	0.6900	0.6908	0.6916	0.6925	0.6934	0.6944	0.6955	0.6966	0.6978	0.6991	0.7005	0.7019
66	0.6746	0.6753	0.6760	0.6767	0.6776	0.6784	0.6793	0.6803	0.6814	0.6825	0.6837	0.6850	0.6863	0.6878
67	0.6604	0.6611	0.6618	0.6625	0.6633	0.6642	0.6651	0.6661	0.6671	0.6682	0.6694	0.6707	0.6720	0.6734
68	0.6461	0.6467	0.6474	0.6482	0.6489	0.6498	0.6507	0.6516	0.6527	0.6538	0.6549	0.6562	0.6575	0.6589

Interest rate: 7.50%  
 Participant mortality table: GA 94 Male  
 Spouse mortality table: GA 94 Female  
 Normal Form: 5-Year Certain and Life

**100% Husband-and-Wife Adjustment Factors**

<u>Age of Participant</u>	<u>Age of Spouse</u>													
	<u>20</u>	<u>21</u>	<u>22</u>	<u>23</u>	<u>24</u>	<u>25</u>	<u>26</u>	<u>27</u>	<u>28</u>	<u>29</u>	<u>30</u>	<u>31</u>	<u>32</u>	<u>33</u>
69	0.6315	0.6322	0.6328	0.6336	0.6343	0.6352	0.6361	0.6370	0.6380	0.6391	0.6402	0.6414	0.6427	0.6441
70	0.6168	0.6174	0.6181	0.6188	0.6195	0.6203	0.6212	0.6221	0.6231	0.6242	0.6253	0.6265	0.6278	0.6291
71	0.6018	0.6024	0.6031	0.6038	0.6045	0.6053	0.6061	0.6071	0.6080	0.6091	0.6102	0.6113	0.6126	0.6139
72	0.5866	0.5872	0.5879	0.5886	0.5893	0.5901	0.5909	0.5918	0.5927	0.5938	0.5948	0.5960	0.5972	0.5985
73	0.5714	0.5720	0.5726	0.5732	0.5740	0.5747	0.5755	0.5764	0.5773	0.5783	0.5794	0.5805	0.5817	0.5830
74	0.5560	0.5566	0.5572	0.5579	0.5586	0.5593	0.5601	0.5610	0.5619	0.5629	0.5639	0.5650	0.5662	0.5674
75	0.5407	0.5412	0.5418	0.5425	0.5431	0.5439	0.5447	0.5455	0.5464	0.5473	0.5483	0.5494	0.5506	0.5518
76	0.7035	0.7040	0.7045	0.7050	0.7057	0.7063	0.7070	0.7078	0.7086	0.7094	0.7103	0.7113	0.7124	0.7135
77	0.6917	0.6922	0.6927	0.6933	0.6939	0.6945	0.6952	0.6960	0.6968	0.6977	0.6986	0.6996	0.7006	0.7017
78	0.6801	0.6806	0.6811	0.6817	0.6823	0.6829	0.6836	0.6844	0.6852	0.6861	0.6870	0.6879	0.6890	0.6901
79	0.6688	0.6692	0.6698	0.6703	0.6709	0.6716	0.6723	0.6730	0.6738	0.6747	0.6756	0.6766	0.6776	0.6787
80	0.6577	0.6582	0.6587	0.6592	0.6598	0.6605	0.6612	0.6619	0.6627	0.6636	0.6645	0.6655	0.6665	0.6676

Interest rate: 7.50%  
 Participant mortality table: GA 94 Male  
 Spouse mortality table: GA 94 Female  
 Normal Form: 5-Year Certain and Life

**100% Husband-and-Wife Adjustment Factors**

<b><u>Age of Participant</u></b>	<b><u>Age of Spouse</u></b>													
	<b><u>34</u></b>	<b><u>35</u></b>	<b><u>36</u></b>	<b><u>37</u></b>	<b><u>38</u></b>	<b><u>39</u></b>	<b><u>40</u></b>	<b><u>41</u></b>	<b><u>42</u></b>	<b><u>43</u></b>	<b><u>44</u></b>	<b><u>45</u></b>	<b><u>46</u></b>	<b><u>47</u></b>
50	0.8787	0.8803	0.8819	0.8836	0.8854	0.8872	0.8892	0.8912	0.8932	0.8953	0.8975	0.8998	0.9021	0.9045
51	0.8700	0.8716	0.8733	0.8750	0.8768	0.8787	0.8807	0.8827	0.8849	0.8870	0.8893	0.8916	0.8940	0.8965
52	0.8608	0.8625	0.8642	0.8659	0.8678	0.8697	0.8717	0.8738	0.8760	0.8782	0.8806	0.8830	0.8855	0.8880
53	0.8512	0.8529	0.8546	0.8564	0.8583	0.8602	0.8623	0.8644	0.8667	0.8690	0.8714	0.8738	0.8764	0.8790
54	0.8412	0.8428	0.8446	0.8464	0.8483	0.8503	0.8524	0.8546	0.8568	0.8592	0.8616	0.8642	0.8668	0.8695
55	0.8306	0.8323	0.8340	0.8359	0.8378	0.8398	0.8420	0.8442	0.8465	0.8489	0.8514	0.8540	0.8567	0.8595
56	0.8196	0.8213	0.8230	0.8249	0.8268	0.8289	0.8310	0.8333	0.8356	0.8381	0.8406	0.8433	0.8461	0.8489
57	0.8081	0.8098	0.8116	0.8135	0.8154	0.8175	0.8197	0.8219	0.8243	0.8268	0.8294	0.8321	0.8349	0.8378
58	0.7962	0.7979	0.7997	0.8016	0.8036	0.8056	0.8078	0.8101	0.8125	0.8151	0.8177	0.8204	0.8233	0.8263
59	0.7839	0.7856	0.7874	0.7893	0.7913	0.7934	0.7956	0.7979	0.8003	0.8029	0.8055	0.8083	0.8112	0.8143
60	0.7713	0.7729	0.7747	0.7766	0.7786	0.7807	0.7829	0.7853	0.7877	0.7903	0.7930	0.7958	0.7987	0.8018
61	0.7582	0.7599	0.7617	0.7636	0.7656	0.7677	0.7699	0.7723	0.7747	0.7773	0.7800	0.7829	0.7858	0.7890
62	0.7449	0.7466	0.7484	0.7503	0.7522	0.7543	0.7566	0.7589	0.7614	0.7640	0.7667	0.7696	0.7726	0.7757
63	0.7313	0.7330	0.7348	0.7366	0.7386	0.7407	0.7429	0.7453	0.7478	0.7504	0.7531	0.7560	0.7590	0.7622
64	0.7175	0.7192	0.7209	0.7228	0.7248	0.7269	0.7291	0.7314	0.7339	0.7365	0.7392	0.7421	0.7452	0.7484
65	0.7035	0.7051	0.7069	0.7087	0.7107	0.7128	0.7150	0.7173	0.7198	0.7224	0.7252	0.7281	0.7311	0.7343
66	0.6893	0.6909	0.6927	0.6945	0.6965	0.6985	0.7007	0.7031	0.7055	0.7081	0.7109	0.7137	0.7168	0.7200
67	0.6749	0.6766	0.6783	0.6801	0.6820	0.6841	0.6863	0.6886	0.6910	0.6936	0.6963	0.6992	0.7023	0.7055
68	0.6604	0.6620	0.6637	0.6655	0.6674	0.6694	0.6716	0.6739	0.6763	0.6789	0.6816	0.6845	0.6875	0.6907
69	0.6456	0.6472	0.6488	0.6506	0.6525	0.6545	0.6567	0.6589	0.6613	0.6639	0.6666	0.6695	0.6725	0.6757
70	0.6306	0.6321	0.6338	0.6355	0.6374	0.6394	0.6415	0.6437	0.6461	0.6487	0.6513	0.6542	0.6572	0.6604

Interest rate: 7.50%  
Participant mortality table: GA 94 Male  
Spouse mortality table: GA 94 Female  
Normal Form: 5-Year Certain and Life

**100% Husband-and-Wife Adjustment Factors**

<b><u>Age of Participant</u></b>	<b><u>Age of Spouse</u></b>													
	<b><u>34</u></b>	<b><u>35</u></b>	<b><u>36</u></b>	<b><u>37</u></b>	<b><u>38</u></b>	<b><u>39</u></b>	<b><u>40</u></b>	<b><u>41</u></b>	<b><u>42</u></b>	<b><u>43</u></b>	<b><u>44</u></b>	<b><u>45</u></b>	<b><u>46</u></b>	<b><u>47</u></b>
71	0.6154	0.6169	0.6185	0.6202	0.6221	0.6240	0.6261	0.6283	0.6307	0.6332	0.6358	0.6386	0.6416	0.6448
72	0.5999	0.6014	0.6030	0.6047	0.6065	0.6084	0.6105	0.6127	0.6150	0.6175	0.6201	0.6229	0.6258	0.6289
73	0.5844	0.5859	0.5874	0.5891	0.5909	0.5928	0.5948	0.5969	0.5992	0.6016	0.6042	0.6070	0.6099	0.6130
74	0.5688	0.5702	0.5717	0.5734	0.5751	0.5770	0.5789	0.5811	0.5833	0.5857	0.5882	0.5909	0.5938	0.5969
75	0.5531	0.5545	0.5560	0.5576	0.5593	0.5611	0.5631	0.5652	0.5674	0.5697	0.5722	0.5749	0.5777	0.5807
76	0.7147	0.7159	0.7173	0.7187	0.7203	0.7219	0.7236	0.7255	0.7275	0.7296	0.7318	0.7342	0.7368	0.7395
77	0.7029	0.7042	0.7055	0.7070	0.7085	0.7101	0.7119	0.7137	0.7157	0.7178	0.7201	0.7225	0.7251	0.7278
78	0.6913	0.6926	0.6939	0.6954	0.6969	0.6985	0.7003	0.7021	0.7041	0.7062	0.7085	0.7109	0.7135	0.7163
79	0.6799	0.6812	0.6825	0.6840	0.6855	0.6872	0.6889	0.6908	0.6928	0.6949	0.6972	0.6996	0.7022	0.7049
80	0.6688	0.6701	0.6714	0.6729	0.6744	0.6761	0.6778	0.6797	0.6817	0.6838	0.6861	0.6885	0.6911	0.6939

Interest rate: 7.50%  
 Participant mortality table: GA 94 Male  
 Spouse mortality table: GA 94 Female  
 Normal Form: 5-Year Certain and Life

**100% Husband-and-Wife Adjustment Factors**

<u>Age of Participant</u>	<u>Age of Spouse</u>													
	<u>48</u>	<u>49</u>	<u>50</u>	<u>51</u>	<u>52</u>	<u>53</u>	<u>54</u>	<u>55</u>	<u>56</u>	<u>57</u>	<u>58</u>	<u>59</u>	<u>60</u>	<u>61</u>
50	0.9069	0.9094	0.9119	0.9144	0.9170	0.9196	0.9222	0.9248	0.9274	0.9300	0.9326	0.9352	0.9378	0.9404
51	0.8990	0.9016	0.9042	0.9069	0.9096	0.9123	0.9151	0.9178	0.9206	0.9234	0.9262	0.9289	0.9317	0.9344
52	0.8906	0.8933	0.8960	0.8988	0.9016	0.9045	0.9074	0.9103	0.9133	0.9162	0.9192	0.9221	0.9251	0.9280
53	0.8817	0.8845	0.8874	0.8903	0.8932	0.8962	0.8993	0.9023	0.9054	0.9086	0.9117	0.9148	0.9180	0.9211
54	0.8723	0.8752	0.8781	0.8811	0.8842	0.8874	0.8905	0.8938	0.8970	0.9003	0.9036	0.9070	0.9103	0.9136
55	0.8624	0.8653	0.8684	0.8715	0.8747	0.8780	0.8813	0.8847	0.8881	0.8915	0.8950	0.8985	0.9020	0.9056
56	0.8519	0.8549	0.8581	0.8613	0.8646	0.8680	0.8714	0.8750	0.8785	0.8822	0.8858	0.8895	0.8932	0.8969
57	0.8409	0.8440	0.8472	0.8505	0.8540	0.8575	0.8611	0.8647	0.8684	0.8722	0.8760	0.8799	0.8838	0.8877
58	0.8294	0.8326	0.8359	0.8393	0.8428	0.8464	0.8501	0.8539	0.8578	0.8617	0.8657	0.8698	0.8739	0.8780
59	0.8174	0.8207	0.8241	0.8276	0.8312	0.8349	0.8387	0.8426	0.8466	0.8507	0.8549	0.8591	0.8634	0.8677
60	0.8050	0.8083	0.8118	0.8154	0.8191	0.8229	0.8268	0.8309	0.8350	0.8392	0.8435	0.8479	0.8524	0.8569
61	0.7922	0.7956	0.7991	0.8027	0.8065	0.8104	0.8144	0.8186	0.8228	0.8272	0.8317	0.8362	0.8408	0.8455
62	0.7790	0.7824	0.7860	0.7897	0.7936	0.7975	0.8017	0.8059	0.8103	0.8148	0.8194	0.8240	0.8288	0.8337
63	0.7655	0.7690	0.7726	0.7763	0.7802	0.7843	0.7885	0.7928	0.7973	0.8019	0.8066	0.8115	0.8164	0.8215
64	0.7517	0.7552	0.7588	0.7627	0.7666	0.7707	0.7750	0.7794	0.7840	0.7887	0.7935	0.7985	0.8036	0.8088
65	0.7377	0.7412	0.7449	0.7487	0.7527	0.7569	0.7612	0.7657	0.7704	0.7752	0.7801	0.7852	0.7904	0.7958
66	0.7234	0.7269	0.7306	0.7345	0.7385	0.7427	0.7471	0.7517	0.7564	0.7613	0.7663	0.7715	0.7769	0.7824
67	0.7088	0.7124	0.7161	0.7200	0.7241	0.7283	0.7328	0.7374	0.7422	0.7471	0.7523	0.7576	0.7630	0.7686
68	0.6941	0.6976	0.7014	0.7053	0.7094	0.7136	0.7181	0.7228	0.7276	0.7326	0.7378	0.7432	0.7488	0.7545
69	0.6790	0.6826	0.6863	0.6902	0.6943	0.6986	0.7031	0.7078	0.7127	0.7178	0.7230	0.7285	0.7341	0.7400
70	0.6637	0.6672	0.6710	0.6749	0.6790	0.6833	0.6878	0.6925	0.6974	0.7025	0.7078	0.7134	0.7191	0.7250

Interest rate: 7.50%  
Participant mortality table: GA 94 Male  
Spouse mortality table: GA 94 Female  
Normal Form: 5-Year Certain and Life

**100% Husband-and-Wife Adjustment Factors**

<u>Age of Participant</u>	<u>Age of Spouse</u>													
	<u>48</u>	<u>49</u>	<u>50</u>	<u>51</u>	<u>52</u>	<u>53</u>	<u>54</u>	<u>55</u>	<u>56</u>	<u>57</u>	<u>58</u>	<u>59</u>	<u>60</u>	<u>61</u>
71	0.6481	0.6516	0.6553	0.6592	0.6633	0.6676	0.6721	0.6769	0.6818	0.6869	0.6923	0.6979	0.7036	0.7096
72	0.6323	0.6357	0.6394	0.6433	0.6474	0.6517	0.6562	0.6609	0.6659	0.6710	0.6764	0.6820	0.6878	0.6939
73	0.6162	0.6197	0.6234	0.6272	0.6313	0.6356	0.6400	0.6448	0.6497	0.6549	0.6602	0.6659	0.6717	0.6778
74	0.6001	0.6035	0.6072	0.6110	0.6150	0.6193	0.6237	0.6284	0.6334	0.6385	0.6439	0.6495	0.6554	0.6615
75	0.5839	0.5873	0.5909	0.5947	0.5987	0.6029	0.6073	0.6120	0.6169	0.6220	0.6274	0.6330	0.6389	0.6450
76	0.7424	0.7455	0.7488	0.7522	0.7559	0.7598	0.7639	0.7683	0.7728	0.7777	0.7827	0.7880	0.7935	0.7993
77	0.7307	0.7338	0.7371	0.7406	0.7443	0.7483	0.7524	0.7569	0.7615	0.7664	0.7716	0.7769	0.7826	0.7884
78	0.7192	0.7223	0.7256	0.7292	0.7329	0.7369	0.7411	0.7456	0.7503	0.7553	0.7605	0.7660	0.7717	0.7777
79	0.7079	0.7110	0.7144	0.7179	0.7217	0.7257	0.7300	0.7345	0.7393	0.7443	0.7497	0.7552	0.7611	0.7672
80	0.6968	0.7000	0.7034	0.7070	0.7108	0.7148	0.7191	0.7237	0.7285	0.7336	0.7390	0.7447	0.7506	0.7568

Interest rate: 7.50%  
 Participant mortality table: GA 94 Male  
 Spouse mortality table: GA 94 Female  
 Normal Form: 5-Year Certain and Life

**100% Husband-and-Wife Adjustment Factors**

<u>Age of Participant</u>	<u>Age of Spouse</u>													
	<u>62</u>	<u>63</u>	<u>64</u>	<u>65</u>	<u>66</u>	<u>67</u>	<u>68</u>	<u>69</u>	<u>70</u>	<u>71</u>	<u>72</u>	<u>73</u>	<u>74</u>	<u>75</u>
50	0.9429	0.9454	0.9478	0.9502	0.9526	0.9549	0.9572	0.9594	0.9615	0.9636	0.9657	0.9676	0.9695	0.9714
51	0.9372	0.9398	0.9425	0.9451	0.9476	0.9502	0.9526	0.9550	0.9574	0.9597	0.9619	0.9641	0.9662	0.9682
52	0.9309	0.9338	0.9366	0.9395	0.9422	0.9449	0.9476	0.9502	0.9528	0.9553	0.9578	0.9601	0.9624	0.9646
53	0.9242	0.9273	0.9303	0.9333	0.9363	0.9393	0.9422	0.9450	0.9478	0.9505	0.9532	0.9558	0.9583	0.9607
54	0.9169	0.9202	0.9235	0.9267	0.9299	0.9331	0.9362	0.9393	0.9423	0.9453	0.9482	0.9510	0.9538	0.9564
55	0.9091	0.9126	0.9161	0.9196	0.9230	0.9264	0.9298	0.9331	0.9364	0.9396	0.9427	0.9458	0.9488	0.9517
56	0.9007	0.9044	0.9081	0.9118	0.9155	0.9192	0.9228	0.9264	0.9299	0.9334	0.9368	0.9401	0.9433	0.9465
57	0.8917	0.8956	0.8996	0.9035	0.9074	0.9114	0.9152	0.9191	0.9229	0.9266	0.9303	0.9339	0.9374	0.9409
58	0.8821	0.8863	0.8905	0.8947	0.8988	0.9030	0.9072	0.9113	0.9153	0.9194	0.9233	0.9272	0.9310	0.9348
59	0.8721	0.8765	0.8809	0.8853	0.8897	0.8941	0.8985	0.9029	0.9073	0.9116	0.9159	0.9200	0.9242	0.9282
60	0.8614	0.8660	0.8707	0.8753	0.8800	0.8847	0.8894	0.8941	0.8987	0.9033	0.9079	0.9124	0.9168	0.9211
61	0.8503	0.8551	0.8600	0.8649	0.8698	0.8748	0.8797	0.8847	0.8896	0.8945	0.8994	0.9042	0.9090	0.9136
62	0.8387	0.8437	0.8488	0.8539	0.8591	0.8643	0.8695	0.8748	0.8800	0.8853	0.8904	0.8956	0.9007	0.9057
63	0.8266	0.8318	0.8371	0.8425	0.8479	0.8534	0.8589	0.8644	0.8700	0.8755	0.8810	0.8865	0.8919	0.8973
64	0.8141	0.8195	0.8250	0.8306	0.8363	0.8420	0.8478	0.8536	0.8595	0.8653	0.8712	0.8770	0.8828	0.8885
65	0.8013	0.8069	0.8126	0.8184	0.8243	0.8302	0.8363	0.8424	0.8486	0.8547	0.8609	0.8671	0.8732	0.8793
66	0.7880	0.7938	0.7997	0.8057	0.8118	0.8181	0.8244	0.8308	0.8372	0.8437	0.8502	0.8567	0.8632	0.8697
67	0.7744	0.7804	0.7864	0.7926	0.7990	0.8054	0.8120	0.8187	0.8254	0.8322	0.8391	0.8460	0.8528	0.8596
68	0.7604	0.7665	0.7727	0.7791	0.7857	0.7924	0.7992	0.8061	0.8132	0.8203	0.8275	0.8347	0.8419	0.8491
69	0.7460	0.7522	0.7586	0.7652	0.7719	0.7788	0.7858	0.7930	0.8004	0.8078	0.8153	0.8229	0.8305	0.8381
70	0.7311	0.7375	0.7440	0.7507	0.7576	0.7647	0.7720	0.7794	0.7870	0.7947	0.8026	0.8105	0.8184	0.8264

Interest rate: 7.50%  
Participant mortality table: GA 94 Male  
Spouse mortality table: GA 94 Female  
Normal Form: 5-Year Certain and Life

**100% Husband-and-Wife Adjustment Factors**

<u>Age of Participant</u>	<u>Age of Spouse</u>													
	<u>62</u>	<u>63</u>	<u>64</u>	<u>65</u>	<u>66</u>	<u>67</u>	<u>68</u>	<u>69</u>	<u>70</u>	<u>71</u>	<u>72</u>	<u>73</u>	<u>74</u>	<u>75</u>
71	0.7158	0.7223	0.7289	0.7358	0.7428	0.7501	0.7576	0.7652	0.7731	0.7811	0.7892	0.7975	0.8058	0.8142
72	0.7001	0.7067	0.7134	0.7204	0.7276	0.7350	0.7427	0.7505	0.7586	0.7669	0.7753	0.7839	0.7926	0.8013
73	0.6841	0.6907	0.6975	0.7046	0.7119	0.7195	0.7273	0.7354	0.7437	0.7522	0.7609	0.7698	0.7788	0.7879
74	0.6679	0.6745	0.6814	0.6885	0.6959	0.7036	0.7116	0.7199	0.7284	0.7371	0.7461	0.7552	0.7645	0.7740
75	0.6514	0.6580	0.6650	0.6722	0.6797	0.6875	0.6956	0.7039	0.7126	0.7216	0.7308	0.7402	0.7498	0.7596
76	0.8052	0.8114	0.8178	0.8244	0.8312	0.8383	0.8455	0.8530	0.8608	0.8688	0.8770	0.8854	0.8939	0.9025
77	0.7945	0.8009	0.8074	0.8142	0.8213	0.8285	0.8360	0.8438	0.8519	0.8602	0.8688	0.8777	0.8866	0.8957
78	0.7839	0.7904	0.7972	0.8041	0.8114	0.8188	0.8266	0.8346	0.8430	0.8517	0.8607	0.8699	0.8794	0.8889
79	0.7735	0.7801	0.7870	0.7942	0.8016	0.8093	0.8173	0.8256	0.8343	0.8433	0.8527	0.8623	0.8722	0.8823
80	0.7633	0.7700	0.7771	0.7844	0.7920	0.7999	0.8081	0.8167	0.8256	0.8350	0.8447	0.8548	0.8651	0.8756

Interest rate: 7.50%  
 Participant mortality table: GA 94 Male  
 Spouse mortality table: GA 94 Female  
 Normal Form: 5-Year Certain and Life



**100% Husband-and-Wife Adjustment Factors**

Age of Participant	Age of Spouse					Age of Participant	Age of Spouse				
	76	77	78	79	80		76	77	78	79	80
50	0.9928	0.9936	0.9944	0.9951	0.9958	70	0.9450	0.9507	0.9563	0.9617	0.9670
51	0.9919	0.9928	0.9937	0.9945	0.9953	71	0.9402	0.9463	0.9523	0.9582	0.9639
52	0.9909	0.9920	0.9929	0.9939	0.9947	72	0.9350	0.9416	0.9481	0.9544	0.9606
53	0.9898	0.9910	0.9921	0.9931	0.9941	73	0.9294	0.9365	0.9435	0.9503	0.9570
54	0.9886	0.9899	0.9911	0.9922	0.9933	74	0.9235	0.9311	0.9386	0.9460	0.9532
55	0.9872	0.9886	0.9900	0.9913	0.9925	75	0.9174	0.9255	0.9336	0.9415	0.9493
56	0.9857	0.9873	0.9888	0.9902	0.9916	76	0.9112	0.9198	0.9284	0.9370	0.9454
57	0.9840	0.9858	0.9875	0.9891	0.9906	77	0.9049	0.9141	0.9233	0.9324	0.9415
58	0.9822	0.9841	0.9860	0.9878	0.9895	78	0.8987	0.9084	0.9182	0.9280	0.9377
59	0.9801	0.9823	0.9844	0.9864	0.9883	79	0.8925	0.9028	0.9132	0.9237	0.9340
60	0.9780	0.9804	0.9827	0.9849	0.9870	80	0.8864	0.8973	0.9083	0.9194	0.9305
61	0.9756	0.9783	0.9808	0.9833	0.9856						
62	0.9731	0.9761	0.9789	0.9815	0.9841						
63	0.9705	0.9737	0.9767	0.9797	0.9825						
64	0.9676	0.9711	0.9745	0.9777	0.9808						
65	0.9645	0.9683	0.9720	0.9756	0.9789						
66	0.9612	0.9654	0.9694	0.9732	0.9770						
67	0.9576	0.9621	0.9665	0.9707	0.9748						
68	0.9537	0.9586	0.9634	0.9680	0.9724						
69	0.9496	0.9548	0.9600	0.9650	0.9698						

Interest rate: 7.50%  
 Participant mortality table: GA 94 Male  
 Spouse mortality table: GA 94 Female  
 Normal Form: 5-Year Certain and Life

**75% Husband-and-Wife Adjustment Factors**

<u>Age of Participant</u>	<u>Age of Spouse</u>													
	<u>20</u>	<u>21</u>	<u>22</u>	<u>23</u>	<u>24</u>	<u>25</u>	<u>26</u>	<u>27</u>	<u>28</u>	<u>29</u>	<u>30</u>	<u>31</u>	<u>32</u>	<u>33</u>
50	0.8943	0.8949	0.8955	0.8962	0.8969	0.8977	0.8985	0.8993	0.9002	0.9012	0.9022	0.9032	0.9043	0.9054
51	0.8872	0.8878	0.8885	0.8892	0.8899	0.8907	0.8915	0.8923	0.8932	0.8942	0.8952	0.8962	0.8974	0.8985
52	0.8798	0.8804	0.8810	0.8817	0.8825	0.8832	0.8841	0.8849	0.8858	0.8868	0.8878	0.8889	0.8900	0.8912
53	0.8720	0.8726	0.8732	0.8739	0.8747	0.8754	0.8763	0.8771	0.8781	0.8790	0.8801	0.8812	0.8823	0.8835
54	0.8637	0.8644	0.8650	0.8657	0.8665	0.8672	0.8681	0.8689	0.8699	0.8709	0.8719	0.8730	0.8742	0.8754
55	0.8551	0.8557	0.8564	0.8571	0.8578	0.8586	0.8595	0.8603	0.8613	0.8623	0.8633	0.8644	0.8656	0.8668
56	0.8461	0.8467	0.8474	0.8481	0.8488	0.8496	0.8504	0.8513	0.8523	0.8533	0.8543	0.8555	0.8566	0.8579
57	0.8367	0.8373	0.8379	0.8386	0.8394	0.8402	0.8410	0.8419	0.8429	0.8439	0.8449	0.8461	0.8473	0.8485
58	0.8269	0.8275	0.8281	0.8288	0.8296	0.8304	0.8312	0.8321	0.8331	0.8341	0.8351	0.8363	0.8375	0.8387
59	0.8167	0.8173	0.8180	0.8187	0.8194	0.8202	0.8211	0.8219	0.8229	0.8239	0.8250	0.8261	0.8273	0.8286
60	0.8062	0.8068	0.8074	0.8081	0.8089	0.8097	0.8105	0.8114	0.8124	0.8134	0.8145	0.8156	0.8168	0.8181
61	0.7953	0.7959	0.7966	0.7973	0.7980	0.7988	0.7996	0.8005	0.8015	0.8025	0.8036	0.8047	0.8059	0.8072
62	0.7841	0.7847	0.7854	0.7861	0.7868	0.7876	0.7885	0.7894	0.7903	0.7913	0.7924	0.7935	0.7947	0.7960
63	0.7727	0.7733	0.7739	0.7746	0.7754	0.7761	0.7770	0.7779	0.7788	0.7798	0.7809	0.7821	0.7833	0.7846
64	0.7610	0.7616	0.7622	0.7629	0.7636	0.7644	0.7653	0.7662	0.7671	0.7681	0.7692	0.7703	0.7715	0.7728
65	0.7490	0.7496	0.7503	0.7510	0.7517	0.7525	0.7533	0.7542	0.7551	0.7561	0.7572	0.7583	0.7596	0.7608
66	0.7368	0.7374	0.7381	0.7388	0.7395	0.7403	0.7411	0.7420	0.7429	0.7439	0.7450	0.7461	0.7473	0.7486
67	0.7244	0.7250	0.7256	0.7263	0.7270	0.7278	0.7286	0.7295	0.7305	0.7314	0.7325	0.7336	0.7348	0.7361
68	0.7117	0.7123	0.7130	0.7136	0.7143	0.7151	0.7159	0.7168	0.7177	0.7187	0.7198	0.7209	0.7221	0.7234
69	0.6988	0.6994	0.7000	0.7007	0.7014	0.7021	0.7029	0.7038	0.7047	0.7057	0.7067	0.7079	0.7090	0.7103
70	0.6855	0.6861	0.6867	0.6874	0.6881	0.6888	0.6896	0.6905	0.6914	0.6924	0.6934	0.6945	0.6957	0.6970

Interest rate: 7.50%  
Participant mortality table: GA 94 Male  
Spouse mortality table: GA 94 Female  
Normal Form: 5-Year Certain and Life

**75% Husband-and-Wife Adjustment Factors**

<b><u>Age of Participant</u></b>	<b><u>Age of Spouse</u></b>													
	<b><u>20</u></b>	<b><u>21</u></b>	<b><u>22</u></b>	<b><u>23</u></b>	<b><u>24</u></b>	<b><u>25</u></b>	<b><u>26</u></b>	<b><u>27</u></b>	<b><u>28</u></b>	<b><u>29</u></b>	<b><u>30</u></b>	<b><u>31</u></b>	<b><u>32</u></b>	<b><u>33</u></b>
71	0.6720	0.6726	0.6732	0.6738	0.6745	0.6753	0.6761	0.6769	0.6778	0.6788	0.6798	0.6809	0.6821	0.6833
72	0.6582	0.6588	0.6594	0.6600	0.6607	0.6614	0.6622	0.6630	0.6639	0.6649	0.6659	0.6670	0.6682	0.6694
73	0.6442	0.6447	0.6453	0.6460	0.6466	0.6474	0.6481	0.6490	0.6499	0.6508	0.6518	0.6529	0.6540	0.6552
74	0.6300	0.6305	0.6311	0.6318	0.6324	0.6331	0.6339	0.6347	0.6356	0.6365	0.6375	0.6386	0.6397	0.6409
75	0.6157	0.6162	0.6168	0.6174	0.6181	0.6188	0.6196	0.6204	0.6212	0.6222	0.6231	0.6242	0.6253	0.6265
76	0.6014	0.6019	0.6025	0.6031	0.6037	0.6044	0.6052	0.6060	0.6068	0.6077	0.6087	0.6097	0.6109	0.6120
77	0.5872	0.5877	0.5882	0.5888	0.5895	0.5902	0.5909	0.5917	0.5925	0.5934	0.5944	0.5954	0.5965	0.5977
78	0.5732	0.5737	0.5742	0.5748	0.5755	0.5762	0.5769	0.5777	0.5785	0.5794	0.5803	0.5813	0.5824	0.5835
79	0.5595	0.5601	0.5606	0.5612	0.5618	0.5625	0.5632	0.5639	0.5648	0.5656	0.5666	0.5676	0.5686	0.5697
80	0.5463	0.5468	0.5473	0.5479	0.5485	0.5492	0.5499	0.5506	0.5514	0.5523	0.5532	0.5542	0.5552	0.5563

Interest rate: 7.50%  
 Participant mortality table: GA 94 Male  
 Spouse mortality table: GA 94 Female  
 Normal Form: 5-Year Certain and Life

**75% Husband-and-Wife Adjustment Factors**

<u>Age of Participant</u>	<u>Age of Spouse</u>													
	<u>34</u>	<u>35</u>	<u>36</u>	<u>37</u>	<u>38</u>	<u>39</u>	<u>40</u>	<u>41</u>	<u>42</u>	<u>43</u>	<u>44</u>	<u>45</u>	<u>46</u>	<u>47</u>
50	0.9066	0.9079	0.9092	0.9106	0.9120	0.9134	0.9150	0.9166	0.9182	0.9199	0.9216	0.9234	0.9252	0.9271
51	0.8997	0.9010	0.9024	0.9037	0.9052	0.9067	0.9083	0.9099	0.9116	0.9134	0.9152	0.9170	0.9189	0.9209
52	0.8924	0.8938	0.8951	0.8965	0.8980	0.8996	0.9012	0.9029	0.9046	0.9064	0.9083	0.9102	0.9122	0.9142
53	0.8848	0.8861	0.8875	0.8889	0.8904	0.8920	0.8937	0.8954	0.8972	0.8991	0.9010	0.9030	0.9050	0.9071
54	0.8767	0.8780	0.8794	0.8809	0.8825	0.8841	0.8858	0.8875	0.8894	0.8913	0.8932	0.8953	0.8974	0.8996
55	0.8681	0.8695	0.8709	0.8724	0.8740	0.8757	0.8774	0.8792	0.8811	0.8830	0.8851	0.8872	0.8894	0.8916
56	0.8592	0.8606	0.8620	0.8636	0.8652	0.8668	0.8686	0.8704	0.8724	0.8744	0.8765	0.8786	0.8809	0.8832
57	0.8498	0.8512	0.8527	0.8543	0.8559	0.8576	0.8594	0.8613	0.8632	0.8653	0.8674	0.8696	0.8719	0.8743
58	0.8401	0.8415	0.8430	0.8445	0.8462	0.8479	0.8497	0.8516	0.8536	0.8557	0.8579	0.8602	0.8625	0.8650
59	0.8299	0.8314	0.8329	0.8345	0.8361	0.8379	0.8397	0.8416	0.8437	0.8458	0.8480	0.8503	0.8527	0.8552
60	0.8194	0.8209	0.8224	0.8240	0.8257	0.8274	0.8293	0.8313	0.8333	0.8355	0.8377	0.8401	0.8425	0.8451
61	0.8086	0.8100	0.8115	0.8131	0.8148	0.8166	0.8185	0.8205	0.8226	0.8248	0.8271	0.8295	0.8320	0.8346
62	0.7974	0.7988	0.8004	0.8020	0.8037	0.8055	0.8074	0.8094	0.8115	0.8137	0.8160	0.8185	0.8210	0.8237
63	0.7859	0.7874	0.7889	0.7905	0.7922	0.7941	0.7960	0.7980	0.8001	0.8023	0.8047	0.8072	0.8097	0.8124
64	0.7742	0.7756	0.7772	0.7788	0.7805	0.7823	0.7843	0.7863	0.7884	0.7907	0.7931	0.7956	0.7982	0.8009
65	0.7622	0.7637	0.7652	0.7668	0.7685	0.7704	0.7723	0.7743	0.7765	0.7788	0.7812	0.7837	0.7863	0.7891
66	0.7500	0.7514	0.7529	0.7546	0.7563	0.7581	0.7601	0.7621	0.7643	0.7666	0.7690	0.7715	0.7742	0.7770
67	0.7375	0.7389	0.7404	0.7421	0.7438	0.7456	0.7476	0.7496	0.7518	0.7541	0.7565	0.7591	0.7618	0.7646
68	0.7247	0.7261	0.7277	0.7293	0.7310	0.7328	0.7348	0.7368	0.7390	0.7413	0.7438	0.7463	0.7490	0.7519
69	0.7117	0.7131	0.7146	0.7162	0.7179	0.7198	0.7217	0.7238	0.7259	0.7282	0.7307	0.7333	0.7360	0.7388
70	0.6983	0.6997	0.7012	0.7028	0.7046	0.7064	0.7083	0.7103	0.7125	0.7148	0.7173	0.7198	0.7226	0.7255

Interest rate: 7.50%  
 Participant mortality table: GA 94 Male  
 Spouse mortality table: GA 94 Female  
 Normal Form: 5-Year Certain and Life

75% Husband-and-Wife Adjustment Factors

<u>Age of Participant</u>	<u>Age of Spouse</u>													
	<u>34</u>	<u>35</u>	<u>36</u>	<u>37</u>	<u>38</u>	<u>39</u>	<u>40</u>	<u>41</u>	<u>42</u>	<u>43</u>	<u>44</u>	<u>45</u>	<u>46</u>	<u>47</u>
71	0.6846	0.6860	0.6876	0.6891	0.6908	0.6927	0.6946	0.6966	0.6988	0.7011	0.7035	0.7061	0.7088	0.7117
72	0.6707	0.6721	0.6736	0.6752	0.6769	0.6787	0.6806	0.6826	0.6848	0.6871	0.6895	0.6921	0.6948	0.6977
73	0.6565	0.6579	0.6594	0.6610	0.6627	0.6644	0.6663	0.6684	0.6705	0.6728	0.6752	0.6778	0.6805	0.6834
74	0.6422	0.6436	0.6450	0.6466	0.6483	0.6500	0.6519	0.6539	0.6560	0.6583	0.6607	0.6633	0.6660	0.6689
75	0.6278	0.6291	0.6306	0.6321	0.6337	0.6355	0.6374	0.6393	0.6415	0.6437	0.6461	0.6486	0.6513	0.6542
76	0.6133	0.6146	0.6160	0.6176	0.6192	0.6209	0.6228	0.6247	0.6268	0.6291	0.6314	0.6340	0.6366	0.6395
77	0.5989	0.6002	0.6016	0.6031	0.6047	0.6064	0.6083	0.6102	0.6123	0.6145	0.6168	0.6194	0.6220	0.6249
78	0.5847	0.5861	0.5874	0.5889	0.5905	0.5922	0.5940	0.5959	0.5980	0.6002	0.6025	0.6050	0.6076	0.6104
79	0.5709	0.5722	0.5736	0.5751	0.5766	0.5783	0.5801	0.5820	0.5840	0.5862	0.5885	0.5909	0.5936	0.5963
80	0.5575	0.5588	0.5601	0.5616	0.5631	0.5648	0.5665	0.5684	0.5704	0.5725	0.5748	0.5773	0.5799	0.5826

Interest rate: 7.50%  
 Participant mortality table: GA 94 Male  
 Spouse mortality table: GA 94 Female  
 Normal Form: 5-Year Certain and Life

**75% Husband-and-Wife Adjustment Factors**

<u>Age of Participant</u>	<u>Age of Spouse</u>													
	<u>48</u>	<u>49</u>	<u>50</u>	<u>51</u>	<u>52</u>	<u>53</u>	<u>54</u>	<u>55</u>	<u>56</u>	<u>57</u>	<u>58</u>	<u>59</u>	<u>60</u>	<u>61</u>
50	0.9290	0.9309	0.9329	0.9349	0.9369	0.9389	0.9410	0.9430	0.9451	0.9471	0.9491	0.9511	0.9531	0.9551
51	0.9228	0.9249	0.9269	0.9290	0.9312	0.9333	0.9355	0.9376	0.9398	0.9420	0.9442	0.9463	0.9485	0.9506
52	0.9163	0.9184	0.9206	0.9228	0.9250	0.9273	0.9295	0.9318	0.9342	0.9365	0.9388	0.9411	0.9434	0.9457
53	0.9093	0.9115	0.9137	0.9161	0.9184	0.9208	0.9232	0.9256	0.9281	0.9305	0.9330	0.9354	0.9379	0.9403
54	0.9018	0.9041	0.9065	0.9089	0.9114	0.9138	0.9164	0.9189	0.9215	0.9241	0.9267	0.9294	0.9320	0.9346
55	0.8939	0.8963	0.8988	0.9013	0.9038	0.9065	0.9091	0.9118	0.9145	0.9173	0.9200	0.9228	0.9256	0.9284
56	0.8856	0.8880	0.8906	0.8932	0.8959	0.8986	0.9014	0.9042	0.9070	0.9099	0.9129	0.9158	0.9187	0.9217
57	0.8768	0.8793	0.8819	0.8846	0.8874	0.8903	0.8931	0.8961	0.8991	0.9021	0.9052	0.9083	0.9114	0.9145
58	0.8675	0.8701	0.8729	0.8756	0.8785	0.8815	0.8845	0.8875	0.8907	0.8939	0.8971	0.9003	0.9036	0.9069
59	0.8579	0.8605	0.8633	0.8662	0.8692	0.8722	0.8754	0.8786	0.8818	0.8851	0.8885	0.8919	0.8954	0.8989
60	0.8478	0.8505	0.8534	0.8564	0.8594	0.8626	0.8658	0.8691	0.8725	0.8760	0.8795	0.8831	0.8867	0.8903
61	0.8373	0.8401	0.8431	0.8461	0.8492	0.8525	0.8558	0.8593	0.8628	0.8664	0.8700	0.8737	0.8775	0.8814
62	0.8264	0.8293	0.8323	0.8355	0.8387	0.8420	0.8455	0.8490	0.8526	0.8563	0.8601	0.8640	0.8680	0.8720
63	0.8153	0.8182	0.8213	0.8245	0.8278	0.8312	0.8347	0.8384	0.8421	0.8459	0.8499	0.8539	0.8580	0.8622
64	0.8038	0.8068	0.8099	0.8131	0.8165	0.8200	0.8236	0.8274	0.8312	0.8352	0.8393	0.8434	0.8477	0.8520
65	0.7920	0.7950	0.7982	0.8015	0.8050	0.8085	0.8122	0.8161	0.8200	0.8241	0.8283	0.8326	0.8370	0.8415
66	0.7799	0.7830	0.7862	0.7896	0.7931	0.7967	0.8005	0.8044	0.8085	0.8127	0.8170	0.8214	0.8259	0.8306
67	0.7676	0.7707	0.7739	0.7773	0.7809	0.7846	0.7885	0.7925	0.7966	0.8009	0.8053	0.8098	0.8145	0.8193
68	0.7549	0.7580	0.7613	0.7648	0.7684	0.7721	0.7760	0.7801	0.7843	0.7887	0.7932	0.7979	0.8027	0.8076
69	0.7419	0.7450	0.7483	0.7518	0.7555	0.7593	0.7633	0.7674	0.7717	0.7762	0.7808	0.7855	0.7905	0.7955
70	0.7285	0.7317	0.7350	0.7385	0.7422	0.7461	0.7501	0.7543	0.7587	0.7632	0.7679	0.7728	0.7778	0.7830

Interest rate: 7.50%  
 Participant mortality table: GA 94 Male  
 Spouse mortality table: GA 94 Female  
 Normal Form: 5-Year Certain and Life

75% Husband-and-Wife Adjustment Factors

<u>Age of Participant</u>	<u>Age of Spouse</u>													
	<u>48</u>	<u>49</u>	<u>50</u>	<u>51</u>	<u>52</u>	<u>53</u>	<u>54</u>	<u>55</u>	<u>56</u>	<u>57</u>	<u>58</u>	<u>59</u>	<u>60</u>	<u>61</u>
71	0.7148	0.7180	0.7213	0.7249	0.7286	0.7325	0.7366	0.7408	0.7452	0.7498	0.7546	0.7596	0.7647	0.7700
72	0.7007	0.7039	0.7073	0.7109	0.7146	0.7185	0.7227	0.7269	0.7314	0.7361	0.7409	0.7460	0.7512	0.7566
73	0.6864	0.6897	0.6930	0.6966	0.7004	0.7043	0.7084	0.7128	0.7173	0.7220	0.7269	0.7320	0.7373	0.7428
74	0.6719	0.6751	0.6785	0.6821	0.6859	0.6898	0.6940	0.6983	0.7029	0.7077	0.7126	0.7178	0.7231	0.7287
75	0.6573	0.6605	0.6639	0.6674	0.6712	0.6752	0.6793	0.6837	0.6883	0.6931	0.6981	0.7033	0.7087	0.7144
76	0.6425	0.6457	0.6491	0.6527	0.6565	0.6604	0.6646	0.6690	0.6736	0.6784	0.6835	0.6887	0.6942	0.6999
77	0.6279	0.6311	0.6344	0.6380	0.6418	0.6457	0.6499	0.6543	0.6589	0.6638	0.6688	0.6741	0.6796	0.6854
78	0.6134	0.6166	0.6200	0.6235	0.6273	0.6312	0.6354	0.6398	0.6445	0.6493	0.6544	0.6597	0.6652	0.6710
79	0.5993	0.6025	0.6058	0.6094	0.6131	0.6171	0.6212	0.6256	0.6303	0.6351	0.6402	0.6455	0.6511	0.6569
80	0.5856	0.5887	0.5920	0.5956	0.5993	0.6032	0.6074	0.6118	0.6164	0.6213	0.6264	0.6317	0.6373	0.6432

Interest rate: 7.50%  
 Participant mortality table: GA 94 Male  
 Spouse mortality table: GA 94 Female  
 Normal Form: 5-Year Certain and Life

**75% Husband-and-Wife Adjustment Factors**

<b>Age of Participant</b>	<b>Age of Spouse</b>													
	<b>62</b>	<b>63</b>	<b>64</b>	<b>65</b>	<b>66</b>	<b>67</b>	<b>68</b>	<b>69</b>	<b>70</b>	<b>71</b>	<b>72</b>	<b>73</b>	<b>74</b>	<b>75</b>
50	0.9571	0.9590	0.9609	0.9627	0.9645	0.9663	0.9681	0.9698	0.9714	0.9730	0.9746	0.9761	0.9775	0.9789
51	0.9527	0.9548	0.9568	0.9588	0.9608	0.9627	0.9646	0.9665	0.9683	0.9700	0.9718	0.9734	0.9750	0.9765
52	0.9479	0.9502	0.9524	0.9546	0.9567	0.9588	0.9609	0.9629	0.9649	0.9668	0.9687	0.9705	0.9722	0.9739
53	0.9428	0.9452	0.9476	0.9499	0.9522	0.9545	0.9567	0.9589	0.9611	0.9632	0.9652	0.9672	0.9692	0.9710
54	0.9372	0.9398	0.9423	0.9448	0.9473	0.9498	0.9522	0.9546	0.9570	0.9593	0.9615	0.9637	0.9658	0.9678
55	0.9311	0.9339	0.9366	0.9394	0.9421	0.9447	0.9473	0.9499	0.9525	0.9550	0.9574	0.9598	0.9621	0.9643
56	0.9246	0.9276	0.9305	0.9334	0.9363	0.9392	0.9420	0.9448	0.9476	0.9503	0.9529	0.9555	0.9580	0.9605
57	0.9177	0.9208	0.9239	0.9270	0.9301	0.9332	0.9363	0.9393	0.9422	0.9452	0.9480	0.9508	0.9536	0.9562
58	0.9102	0.9136	0.9169	0.9202	0.9235	0.9268	0.9301	0.9333	0.9365	0.9397	0.9428	0.9458	0.9488	0.9517
59	0.9024	0.9059	0.9094	0.9129	0.9165	0.9200	0.9235	0.9269	0.9304	0.9338	0.9371	0.9404	0.9436	0.9468
60	0.8940	0.8977	0.9015	0.9052	0.9090	0.9127	0.9164	0.9202	0.9238	0.9275	0.9311	0.9346	0.9381	0.9415
61	0.8852	0.8892	0.8931	0.8970	0.9010	0.9050	0.9090	0.9129	0.9169	0.9208	0.9247	0.9285	0.9322	0.9359
62	0.8760	0.8801	0.8843	0.8885	0.8927	0.8969	0.9011	0.9053	0.9095	0.9137	0.9178	0.9219	0.9260	0.9299
63	0.8664	0.8707	0.8751	0.8795	0.8839	0.8883	0.8928	0.8973	0.9018	0.9062	0.9107	0.9150	0.9194	0.9236
64	0.8564	0.8609	0.8655	0.8701	0.8747	0.8794	0.8842	0.8889	0.8937	0.8984	0.9031	0.9078	0.9124	0.9170
65	0.8461	0.8508	0.8555	0.8603	0.8652	0.8701	0.8751	0.8801	0.8852	0.8902	0.8952	0.9002	0.9052	0.9100
66	0.8354	0.8402	0.8452	0.8502	0.8553	0.8605	0.8657	0.8710	0.8763	0.8816	0.8869	0.8922	0.8975	0.9027
67	0.8242	0.8293	0.8344	0.8396	0.8450	0.8504	0.8559	0.8614	0.8670	0.8726	0.8783	0.8839	0.8895	0.8951
68	0.8127	0.8179	0.8232	0.8287	0.8342	0.8398	0.8456	0.8514	0.8573	0.8632	0.8692	0.8751	0.8811	0.8870
69	0.8008	0.8061	0.8116	0.8172	0.8230	0.8288	0.8348	0.8409	0.8471	0.8533	0.8596	0.8659	0.8722	0.8784
70	0.7883	0.7938	0.7995	0.8053	0.8113	0.8173	0.8236	0.8299	0.8364	0.8429	0.8495	0.8561	0.8628	0.8694

Interest rate: 7.50%  
Participant mortality table: GA 94 Male  
Spouse mortality table: GA 94 Female  
Normal Form: 5-Year Certain and Life



**75% Husband-and-Wife Adjustment Factors**

<b><u>Age of Participant</u></b>	<b><u>Age of Spouse</u></b>													
	<b><u>62</u></b>	<b><u>63</u></b>	<b><u>64</u></b>	<b><u>65</u></b>	<b><u>66</u></b>	<b><u>67</u></b>	<b><u>68</u></b>	<b><u>69</u></b>	<b><u>70</u></b>	<b><u>71</u></b>	<b><u>72</u></b>	<b><u>73</u></b>	<b><u>74</u></b>	<b><u>75</u></b>
71	0.7755	0.7811	0.7869	0.7929	0.7990	0.8053	0.8118	0.8184	0.8251	0.8319	0.8388	0.8458	0.8528	0.8598
72	0.7622	0.7679	0.7739	0.7800	0.7864	0.7929	0.7995	0.8064	0.8134	0.8205	0.8277	0.8350	0.8424	0.8498
73	0.7485	0.7544	0.7605	0.7668	0.7733	0.7799	0.7868	0.7939	0.8012	0.8086	0.8161	0.8237	0.8314	0.8392
74	0.7345	0.7405	0.7467	0.7531	0.7598	0.7666	0.7737	0.7810	0.7885	0.7962	0.8040	0.8120	0.8200	0.8282
75	0.7202	0.7263	0.7326	0.7392	0.7460	0.7530	0.7603	0.7678	0.7755	0.7834	0.7916	0.7998	0.8082	0.8167
76	0.7058	0.7120	0.7184	0.7251	0.7320	0.7391	0.7466	0.7543	0.7623	0.7704	0.7788	0.7874	0.7961	0.8050
77	0.6914	0.6976	0.7041	0.7109	0.7179	0.7252	0.7328	0.7407	0.7489	0.7573	0.7660	0.7748	0.7839	0.7931
78	0.6771	0.6834	0.6899	0.6968	0.7039	0.7114	0.7191	0.7272	0.7355	0.7442	0.7531	0.7622	0.7716	0.7812
79	0.6630	0.6694	0.6760	0.6829	0.6902	0.6977	0.7056	0.7138	0.7224	0.7312	0.7404	0.7498	0.7595	0.7693
80	0.6493	0.6557	0.6624	0.6694	0.6767	0.6844	0.6924	0.7007	0.7094	0.7185	0.7278	0.7375	0.7475	0.7577

Interest rate: 7.50%  
 Participant mortality table: GA 94 Male  
 Spouse mortality table: GA 94 Female  
 Normal Form: 5-Year Certain and Life

**75% Husband-and-Wife Adjustment Factors**

Age of Participant	Age of Spouse					Age of Participant	Age of Spouse				
	76	77	78	79	80		76	77	78	79	80
50	0.9802	0.9815	0.9828	0.9839	0.9851	70	0.8760	0.8826	0.8891	0.8955	0.9019
51	0.9780	0.9794	0.9808	0.9821	0.9834	71	0.8668	0.8738	0.8808	0.8876	0.8944
52	0.9756	0.9771	0.9786	0.9801	0.9815	72	0.8572	0.8645	0.8719	0.8792	0.8864
53	0.9728	0.9746	0.9762	0.9778	0.9794	73	0.8470	0.8548	0.8626	0.8703	0.8780
54	0.9698	0.9717	0.9736	0.9753	0.9770	74	0.8364	0.8446	0.8528	0.8610	0.8692
55	0.9665	0.9686	0.9706	0.9726	0.9744	75	0.8253	0.8340	0.8426	0.8513	0.8600
56	0.9628	0.9651	0.9674	0.9695	0.9716	76	0.8140	0.8230	0.8322	0.8413	0.8504
57	0.9588	0.9614	0.9638	0.9661	0.9684	77	0.8025	0.8119	0.8215	0.8311	0.8407
58	0.9545	0.9573	0.9599	0.9625	0.9650	78	0.7909	0.8008	0.8108	0.8208	0.8310
59	0.9499	0.9528	0.9557	0.9585	0.9613	79	0.7794	0.7897	0.8001	0.8107	0.8213
60	0.9448	0.9481	0.9512	0.9543	0.9573	80	0.7682	0.7788	0.7897	0.8007	0.8118
61	0.9395	0.9430	0.9464	0.9498	0.9530						
62	0.9338	0.9376	0.9413	0.9449	0.9484						
63	0.9278	0.9319	0.9359	0.9398	0.9436						
64	0.9215	0.9259	0.9302	0.9344	0.9385						
65	0.9149	0.9196	0.9242	0.9288	0.9332						
66	0.9079	0.9130	0.9180	0.9228	0.9276						
67	0.9006	0.9060	0.9113	0.9166	0.9217						
68	0.8928	0.8986	0.9044	0.9100	0.9155						
69	0.8847	0.8909	0.8970	0.9030	0.9089						

Interest rate: 7.50%  
 Participant mortality table: GA 94 Male  
 Spouse mortality table: GA 94 Female  
 Normal Form: 5-Year Certain and Life

50% Husband-and-Wife Adjustment Factors

<u>Age of Participant</u>	<u>Age of Spouse</u>													
	<u>20</u>	<u>21</u>	<u>22</u>	<u>23</u>	<u>24</u>	<u>25</u>	<u>26</u>	<u>27</u>	<u>28</u>	<u>29</u>	<u>30</u>	<u>31</u>	<u>32</u>	<u>33</u>
50	0.9279	0.9283	0.9288	0.9293	0.9298	0.9304	0.9310	0.9316	0.9323	0.9330	0.9337	0.9345	0.9353	0.9362
51	0.9229	0.9233	0.9238	0.9243	0.9249	0.9254	0.9260	0.9267	0.9274	0.9281	0.9288	0.9296	0.9305	0.9314
52	0.9176	0.9181	0.9186	0.9191	0.9196	0.9202	0.9208	0.9215	0.9222	0.9229	0.9237	0.9245	0.9253	0.9262
53	0.9120	0.9125	0.9130	0.9135	0.9141	0.9147	0.9153	0.9159	0.9166	0.9174	0.9182	0.9190	0.9199	0.9208
54	0.9062	0.9066	0.9071	0.9077	0.9082	0.9088	0.9094	0.9101	0.9108	0.9116	0.9124	0.9132	0.9141	0.9150
55	0.9000	0.9004	0.9009	0.9015	0.9020	0.9026	0.9033	0.9040	0.9047	0.9055	0.9063	0.9071	0.9080	0.9090
56	0.8935	0.8939	0.8944	0.8950	0.8955	0.8962	0.8968	0.8975	0.8982	0.8990	0.8998	0.9007	0.9016	0.9026
57	0.8866	0.8871	0.8876	0.8882	0.8887	0.8893	0.8900	0.8907	0.8914	0.8922	0.8931	0.8939	0.8949	0.8958
58	0.8795	0.8800	0.8805	0.8810	0.8816	0.8822	0.8829	0.8836	0.8843	0.8851	0.8860	0.8869	0.8878	0.8888
59	0.8720	0.8725	0.8730	0.8736	0.8742	0.8748	0.8755	0.8762	0.8769	0.8777	0.8786	0.8795	0.8804	0.8814
60	0.8643	0.8648	0.8653	0.8658	0.8664	0.8671	0.8677	0.8684	0.8692	0.8700	0.8709	0.8718	0.8728	0.8738
61	0.8563	0.8567	0.8573	0.8578	0.8584	0.8590	0.8597	0.8604	0.8612	0.8620	0.8629	0.8638	0.8648	0.8658
62	0.8479	0.8484	0.8489	0.8495	0.8501	0.8507	0.8514	0.8521	0.8529	0.8537	0.8546	0.8556	0.8565	0.8576
63	0.8394	0.8399	0.8404	0.8409	0.8415	0.8422	0.8429	0.8436	0.8444	0.8452	0.8461	0.8470	0.8480	0.8491
64	0.8305	0.8310	0.8316	0.8321	0.8327	0.8334	0.8341	0.8348	0.8356	0.8364	0.8373	0.8383	0.8393	0.8403
65	0.8215	0.8220	0.8225	0.8231	0.8237	0.8243	0.8250	0.8258	0.8265	0.8274	0.8283	0.8292	0.8302	0.8313
66	0.8122	0.8127	0.8132	0.8137	0.8144	0.8150	0.8157	0.8164	0.8172	0.8181	0.8190	0.8199	0.8210	0.8220
67	0.8026	0.8030	0.8036	0.8041	0.8048	0.8054	0.8061	0.8069	0.8076	0.8085	0.8094	0.8104	0.8114	0.8125
68	0.7927	0.7932	0.7937	0.7943	0.7949	0.7955	0.7962	0.7970	0.7978	0.7986	0.7995	0.8005	0.8015	0.8026
69	0.7825	0.7830	0.7835	0.7841	0.7847	0.7853	0.7860	0.7868	0.7876	0.7884	0.7893	0.7903	0.7913	0.7924
70	0.7720	0.7725	0.7730	0.7736	0.7742	0.7748	0.7755	0.7763	0.7771	0.7779	0.7789	0.7798	0.7809	0.7820

Interest rate: 7.50%  
Participant mortality table: GA 94 Male  
Spouse mortality table: GA 94 Female  
Normal Form: 5-Year Certain and Life

**50% Husband-and-Wife Adjustment Factors**

<b>Age of Participant</b>	<b>Age of Spouse</b>													
	<b><u>20</u></b>	<b><u>21</u></b>	<b><u>22</u></b>	<b><u>23</u></b>	<b><u>24</u></b>	<b><u>25</u></b>	<b><u>26</u></b>	<b><u>27</u></b>	<b><u>28</u></b>	<b><u>29</u></b>	<b><u>30</u></b>	<b><u>31</u></b>	<b><u>32</u></b>	<b><u>33</u></b>
71	0.7611	0.7616	0.7622	0.7627	0.7634	0.7640	0.7647	0.7655	0.7663	0.7671	0.7680	0.7690	0.7701	0.7712
72	0.7500	0.7505	0.7510	0.7516	0.7522	0.7529	0.7536	0.7543	0.7551	0.7560	0.7569	0.7579	0.7589	0.7600
73	0.7386	0.7391	0.7397	0.7402	0.7408	0.7415	0.7422	0.7430	0.7438	0.7446	0.7455	0.7465	0.7476	0.7487
74	0.7270	0.7275	0.7281	0.7286	0.7292	0.7299	0.7306	0.7313	0.7322	0.7330	0.7339	0.7349	0.7360	0.7371
75	0.7153	0.7158	0.7163	0.7169	0.7175	0.7181	0.7188	0.7196	0.7204	0.7212	0.7222	0.7231	0.7242	0.7253
76	0.5254	0.5259	0.5265	0.5271	0.5278	0.5285	0.5293	0.5301	0.5309	0.5319	0.5329	0.5339	0.5351	0.5363
77	0.5103	0.5108	0.5114	0.5120	0.5126	0.5133	0.5141	0.5149	0.5157	0.5166	0.5176	0.5186	0.5197	0.5209
78	0.4955	0.4960	0.4966	0.4972	0.4978	0.4985	0.4992	0.5000	0.5008	0.5017	0.5026	0.5036	0.5047	0.5058
79	0.4812	0.4817	0.4822	0.4828	0.4834	0.4841	0.4848	0.4855	0.4863	0.4872	0.4881	0.4891	0.4902	0.4913
80	0.4674	0.4679	0.4684	0.4689	0.4695	0.4702	0.4709	0.4716	0.4724	0.4732	0.4741	0.4751	0.4761	0.4772

Interest rate: 7.50%  
 Participant mortality table: GA 94 Male  
 Spouse mortality table: GA 94 Female  
 Normal Form: 5-Year Certain and Life

**50% Husband-and-Wife Adjustment Factors**

<u>Age of Participant</u>	<u>Age of Spouse</u>													
	<u>34</u>	<u>35</u>	<u>36</u>	<u>37</u>	<u>38</u>	<u>39</u>	<u>40</u>	<u>41</u>	<u>42</u>	<u>43</u>	<u>44</u>	<u>45</u>	<u>46</u>	<u>47</u>
50	0.9371	0.9380	0.9390	0.9400	0.9411	0.9422	0.9434	0.9446	0.9458	0.9471	0.9484	0.9498	0.9512	0.9527
51	0.9323	0.9332	0.9343	0.9353	0.9364	0.9376	0.9388	0.9400	0.9413	0.9426	0.9440	0.9455	0.9469	0.9484
52	0.9272	0.9282	0.9292	0.9303	0.9314	0.9326	0.9339	0.9351	0.9365	0.9379	0.9393	0.9408	0.9423	0.9439
53	0.9218	0.9228	0.9238	0.9250	0.9261	0.9273	0.9286	0.9300	0.9313	0.9328	0.9343	0.9358	0.9374	0.9391
54	0.9160	0.9171	0.9182	0.9193	0.9205	0.9218	0.9231	0.9244	0.9259	0.9274	0.9289	0.9305	0.9322	0.9339
55	0.9100	0.9110	0.9121	0.9133	0.9145	0.9158	0.9172	0.9186	0.9201	0.9216	0.9232	0.9249	0.9266	0.9284
56	0.9036	0.9047	0.9058	0.9070	0.9083	0.9096	0.9110	0.9124	0.9139	0.9155	0.9172	0.9189	0.9207	0.9225
57	0.8969	0.8980	0.8991	0.9004	0.9017	0.9030	0.9044	0.9059	0.9075	0.9091	0.9108	0.9126	0.9144	0.9163
58	0.8899	0.8910	0.8922	0.8934	0.8947	0.8961	0.8975	0.8991	0.9007	0.9023	0.9041	0.9059	0.9078	0.9098
59	0.8825	0.8837	0.8849	0.8861	0.8875	0.8889	0.8903	0.8919	0.8935	0.8952	0.8970	0.8989	0.9009	0.9029
60	0.8749	0.8760	0.8772	0.8785	0.8799	0.8813	0.8828	0.8844	0.8861	0.8878	0.8897	0.8916	0.8936	0.8957
61	0.8669	0.8681	0.8693	0.8706	0.8720	0.8735	0.8750	0.8766	0.8783	0.8801	0.8820	0.8840	0.8860	0.8882
62	0.8587	0.8599	0.8611	0.8625	0.8639	0.8653	0.8669	0.8685	0.8703	0.8721	0.8740	0.8760	0.8782	0.8804
63	0.8502	0.8514	0.8527	0.8540	0.8554	0.8569	0.8585	0.8602	0.8619	0.8638	0.8658	0.8678	0.8700	0.8723
64	0.8415	0.8427	0.8439	0.8453	0.8467	0.8483	0.8499	0.8516	0.8533	0.8552	0.8572	0.8593	0.8616	0.8639
65	0.8325	0.8337	0.8350	0.8363	0.8378	0.8393	0.8409	0.8427	0.8445	0.8464	0.8484	0.8506	0.8528	0.8552
66	0.8232	0.8244	0.8257	0.8271	0.8286	0.8301	0.8318	0.8335	0.8353	0.8373	0.8394	0.8415	0.8438	0.8463
67	0.8136	0.8149	0.8162	0.8176	0.8190	0.8206	0.8223	0.8240	0.8259	0.8279	0.8300	0.8322	0.8345	0.8370
68	0.8038	0.8050	0.8063	0.8077	0.8092	0.8108	0.8125	0.8143	0.8162	0.8182	0.8203	0.8225	0.8249	0.8274
69	0.7936	0.7949	0.7962	0.7976	0.7991	0.8007	0.8024	0.8042	0.8061	0.8081	0.8102	0.8125	0.8149	0.8175
70	0.7831	0.7844	0.7857	0.7871	0.7887	0.7903	0.7920	0.7938	0.7957	0.7977	0.7999	0.8022	0.8046	0.8072

Interest rate: 7.50%  
Participant mortality table: GA 94 Male  
Spouse mortality table: GA 94 Female  
Normal Form: 5-Year Certain and Life

50% Husband-and-Wife Adjustment Factors

<u>Age of Participant</u>	<u>Age of Spouse</u>													
	<u>34</u>	<u>35</u>	<u>36</u>	<u>37</u>	<u>38</u>	<u>39</u>	<u>40</u>	<u>41</u>	<u>42</u>	<u>43</u>	<u>44</u>	<u>45</u>	<u>46</u>	<u>47</u>
71	0.7723	0.7736	0.7749	0.7764	0.7779	0.7795	0.7812	0.7830	0.7850	0.7870	0.7892	0.7915	0.7940	0.7966
72	0.7612	0.7625	0.7638	0.7653	0.7668	0.7684	0.7701	0.7720	0.7739	0.7760	0.7782	0.7805	0.7830	0.7856
73	0.7499	0.7511	0.7525	0.7539	0.7554	0.7570	0.7588	0.7606	0.7626	0.7647	0.7669	0.7692	0.7717	0.7744
74	0.7382	0.7395	0.7409	0.7423	0.7438	0.7455	0.7472	0.7490	0.7510	0.7531	0.7553	0.7577	0.7602	0.7629
75	0.7265	0.7278	0.7291	0.7305	0.7321	0.7337	0.7354	0.7373	0.7393	0.7414	0.7436	0.7460	0.7485	0.7512
76	0.5375	0.5389	0.5404	0.5419	0.5436	0.5454	0.5473	0.5493	0.5515	0.5538	0.5562	0.5588	0.5616	0.5646
77	0.5221	0.5235	0.5249	0.5264	0.5281	0.5298	0.5317	0.5336	0.5358	0.5380	0.5404	0.5430	0.5457	0.5486
78	0.5071	0.5084	0.5098	0.5113	0.5129	0.5146	0.5164	0.5183	0.5204	0.5226	0.5249	0.5275	0.5301	0.5330
79	0.4925	0.4937	0.4951	0.4966	0.4981	0.4998	0.5015	0.5034	0.5055	0.5076	0.5099	0.5124	0.5150	0.5178
80	0.4784	0.4796	0.4809	0.4824	0.4839	0.4855	0.4872	0.4891	0.4910	0.4932	0.4954	0.4978	0.5004	0.5032

Interest rate: 7.50%  
 Participant mortality table: GA 94 Male  
 Spouse mortality table: GA 94 Female  
 Normal Form: 5-Year Certain and Life

**50% Husband-and-Wife Adjustment Factors**

<u>Age of Participant</u>	<u>Age of Spouse</u>													
	<u>48</u>	<u>49</u>	<u>50</u>	<u>51</u>	<u>52</u>	<u>53</u>	<u>54</u>	<u>55</u>	<u>56</u>	<u>57</u>	<u>58</u>	<u>59</u>	<u>60</u>	<u>61</u>
50	0.9541	0.9556	0.9571	0.9587	0.9603	0.9618	0.9634	0.9650	0.9666	0.9682	0.9698	0.9714	0.9730	0.9745
51	0.9500	0.9516	0.9532	0.9548	0.9565	0.9582	0.9599	0.9616	0.9633	0.9650	0.9667	0.9684	0.9701	0.9718
52	0.9455	0.9472	0.9489	0.9506	0.9524	0.9542	0.9560	0.9578	0.9596	0.9615	0.9633	0.9652	0.9670	0.9688
53	0.9408	0.9425	0.9443	0.9461	0.9480	0.9499	0.9518	0.9537	0.9557	0.9577	0.9596	0.9616	0.9636	0.9655
54	0.9357	0.9375	0.9394	0.9413	0.9433	0.9453	0.9473	0.9493	0.9514	0.9535	0.9556	0.9578	0.9599	0.9619
55	0.9302	0.9321	0.9341	0.9361	0.9382	0.9403	0.9424	0.9446	0.9468	0.9491	0.9513	0.9536	0.9558	0.9581
56	0.9244	0.9264	0.9285	0.9306	0.9328	0.9350	0.9372	0.9396	0.9419	0.9443	0.9467	0.9491	0.9515	0.9539
57	0.9183	0.9204	0.9225	0.9247	0.9270	0.9293	0.9317	0.9341	0.9366	0.9391	0.9417	0.9442	0.9468	0.9494
58	0.9119	0.9140	0.9162	0.9185	0.9209	0.9233	0.9258	0.9284	0.9310	0.9337	0.9363	0.9391	0.9418	0.9446
59	0.9051	0.9073	0.9096	0.9120	0.9144	0.9170	0.9196	0.9223	0.9250	0.9278	0.9307	0.9336	0.9365	0.9394
60	0.8979	0.9002	0.9026	0.9051	0.9077	0.9103	0.9130	0.9158	0.9187	0.9217	0.9247	0.9277	0.9308	0.9339
61	0.8905	0.8928	0.8953	0.8979	0.9005	0.9033	0.9061	0.9091	0.9121	0.9152	0.9183	0.9215	0.9248	0.9281
62	0.8827	0.8852	0.8877	0.8903	0.8931	0.8960	0.8989	0.9020	0.9051	0.9083	0.9116	0.9150	0.9184	0.9219
63	0.8747	0.8772	0.8798	0.8825	0.8854	0.8883	0.8914	0.8945	0.8978	0.9012	0.9046	0.9082	0.9118	0.9154
64	0.8663	0.8689	0.8716	0.8744	0.8773	0.8804	0.8836	0.8868	0.8902	0.8937	0.8974	0.9010	0.9048	0.9086
65	0.8577	0.8604	0.8631	0.8660	0.8690	0.8722	0.8754	0.8788	0.8823	0.8860	0.8897	0.8936	0.8975	0.9015
66	0.8488	0.8515	0.8543	0.8573	0.8604	0.8636	0.8670	0.8705	0.8741	0.8779	0.8818	0.8858	0.8899	0.8941
67	0.8396	0.8423	0.8452	0.8482	0.8514	0.8547	0.8582	0.8618	0.8656	0.8695	0.8735	0.8776	0.8819	0.8863
68	0.8301	0.8328	0.8358	0.8389	0.8421	0.8455	0.8491	0.8528	0.8566	0.8607	0.8648	0.8691	0.8735	0.8781
69	0.8202	0.8230	0.8260	0.8291	0.8325	0.8359	0.8396	0.8434	0.8473	0.8515	0.8558	0.8602	0.8648	0.8695

Interest rate: 7.50%  
Participant mortality table: GA 94 Male  
Spouse mortality table: GA 94 Female  
Normal Form: 5-Year Certain and Life

**50% Husband-and-Wife Adjustment Factors**

<b>Age of Participant</b>	<b>Age of Spouse</b>													
	<b>48</b>	<b>49</b>	<b>50</b>	<b>51</b>	<b>52</b>	<b>53</b>	<b>54</b>	<b>55</b>	<b>56</b>	<b>57</b>	<b>58</b>	<b>59</b>	<b>60</b>	<b>61</b>
70	0.8099	0.8128	0.8159	0.8191	0.8224	0.8260	0.8297	0.8336	0.8377	0.8419	0.8463	0.8509	0.8556	0.8605
71	0.7994	0.8023	0.8054	0.8086	0.8121	0.8157	0.8195	0.8234	0.8276	0.8320	0.8365	0.8412	0.8461	0.8511
72	0.7884	0.7914	0.7945	0.7978	0.8013	0.8050	0.8089	0.8129	0.8172	0.8217	0.8263	0.8312	0.8362	0.8414
73	0.7772	0.7802	0.7834	0.7868	0.7903	0.7940	0.7980	0.8021	0.8065	0.8110	0.8158	0.8207	0.8259	0.8312
74	0.7658	0.7688	0.7720	0.7754	0.7790	0.7828	0.7868	0.7910	0.7954	0.8001	0.8049	0.8100	0.8153	0.8208
75	0.7541	0.7572	0.7604	0.7639	0.7675	0.7713	0.7754	0.7797	0.7842	0.7889	0.7939	0.7991	0.8045	0.8101
76	0.5677	0.5711	0.5746	0.5783	0.5823	0.5865	0.5909	0.5955	0.6004	0.6055	0.6108	0.6164	0.6223	0.6284
77	0.5517	0.5550	0.5585	0.5622	0.5661	0.5702	0.5746	0.5792	0.5840	0.5891	0.5944	0.6000	0.6058	0.6119
78	0.5360	0.5393	0.5427	0.5463	0.5502	0.5543	0.5586	0.5631	0.5679	0.5729	0.5782	0.5837	0.5895	0.5956
79	0.5208	0.5240	0.5274	0.5310	0.5348	0.5388	0.5430	0.5475	0.5522	0.5572	0.5625	0.5680	0.5737	0.5798
80	0.5061	0.5092	0.5125	0.5161	0.5198	0.5238	0.5280	0.5324	0.5371	0.5420	0.5472	0.5526	0.5584	0.5644

Interest rate: 7.50%  
 Participant mortality table: GA 94 Male  
 Spouse mortality table: GA 94 Female  
 Normal Form: 5-Year Certain and Life



**50% Husband-and-Wife Adjustment Factors**

<u>Age of Participant</u>	<u>Age of Spouse</u>													
	<u>62</u>	<u>63</u>	<u>64</u>	<u>65</u>	<u>66</u>	<u>67</u>	<u>68</u>	<u>69</u>	<u>70</u>	<u>71</u>	<u>72</u>	<u>73</u>	<u>74</u>	<u>75</u>
50	0.9760	0.9775	0.9789	0.9803	0.9816	0.9829	0.9842	0.9854	0.9866	0.9878	0.9889	0.9899	0.9909	0.9919
51	0.9734	0.9750	0.9766	0.9781	0.9796	0.9810	0.9824	0.9838	0.9851	0.9863	0.9876	0.9887	0.9898	0.9909
52	0.9705	0.9723	0.9740	0.9756	0.9773	0.9789	0.9804	0.9819	0.9833	0.9847	0.9861	0.9874	0.9886	0.9898
53	0.9674	0.9693	0.9712	0.9730	0.9748	0.9765	0.9782	0.9798	0.9814	0.9829	0.9844	0.9859	0.9872	0.9886
54	0.9640	0.9661	0.9681	0.9700	0.9720	0.9739	0.9757	0.9775	0.9793	0.9810	0.9826	0.9842	0.9857	0.9872
55	0.9603	0.9625	0.9647	0.9668	0.9689	0.9710	0.9730	0.9750	0.9769	0.9788	0.9806	0.9824	0.9840	0.9857
56	0.9563	0.9587	0.9610	0.9634	0.9656	0.9679	0.9701	0.9722	0.9743	0.9764	0.9784	0.9803	0.9822	0.9840
57	0.9520	0.9545	0.9571	0.9596	0.9620	0.9645	0.9669	0.9692	0.9715	0.9738	0.9760	0.9781	0.9801	0.9821
58	0.9473	0.9501	0.9528	0.9555	0.9581	0.9608	0.9634	0.9659	0.9684	0.9709	0.9733	0.9756	0.9779	0.9801
59	0.9423	0.9453	0.9482	0.9511	0.9540	0.9568	0.9596	0.9624	0.9651	0.9678	0.9704	0.9730	0.9755	0.9779
60	0.9370	0.9401	0.9433	0.9464	0.9495	0.9525	0.9556	0.9586	0.9615	0.9644	0.9673	0.9701	0.9728	0.9755
61	0.9314	0.9347	0.9380	0.9413	0.9447	0.9480	0.9512	0.9545	0.9577	0.9608	0.9640	0.9670	0.9700	0.9729
62	0.9254	0.9289	0.9325	0.9360	0.9396	0.9431	0.9466	0.9501	0.9536	0.9570	0.9604	0.9637	0.9670	0.9701
63	0.9191	0.9229	0.9266	0.9304	0.9342	0.9379	0.9417	0.9454	0.9492	0.9529	0.9566	0.9602	0.9637	0.9671
64	0.9125	0.9165	0.9205	0.9245	0.9285	0.9325	0.9365	0.9405	0.9445	0.9485	0.9525	0.9564	0.9602	0.9640
65	0.9056	0.9098	0.9140	0.9182	0.9224	0.9267	0.9310	0.9353	0.9396	0.9439	0.9482	0.9524	0.9565	0.9606
66	0.8984	0.9027	0.9071	0.9116	0.9161	0.9206	0.9251	0.9297	0.9343	0.9389	0.9435	0.9481	0.9525	0.9569
67	0.8907	0.8953	0.8999	0.9046	0.9093	0.9141	0.9189	0.9238	0.9287	0.9336	0.9385	0.9434	0.9483	0.9530
68	0.8827	0.8875	0.8923	0.8972	0.9022	0.9073	0.9123	0.9175	0.9227	0.9280	0.9332	0.9384	0.9436	0.9487
69	0.8743	0.8793	0.8843	0.8895	0.8947	0.9000	0.9054	0.9108	0.9163	0.9219	0.9275	0.9331	0.9387	0.9442

Interest rate: 7.50%  
Participant mortality table: GA 94 Male  
Spouse mortality table: GA 94 Female  
Normal Form: 5-Year Certain and Life

**50% Husband-and-Wife Adjustment Factors**

<u>Age of Participant</u>	<u>Age of Spouse</u>													
	<u>48</u>	<u>49</u>	<u>50</u>	<u>51</u>	<u>52</u>	<u>53</u>	<u>54</u>	<u>55</u>	<u>56</u>	<u>57</u>	<u>58</u>	<u>59</u>	<u>60</u>	<u>61</u>
70	0.8655	0.8707	0.8759	0.8813	0.8868	0.8923	0.8980	0.9037	0.9095	0.9154	0.9214	0.9274	0.9333	0.9392
71	0.8563	0.8616	0.8671	0.8727	0.8784	0.8842	0.8901	0.8962	0.9023	0.9086	0.9149	0.9213	0.9276	0.9339
72	0.8467	0.8522	0.8579	0.8637	0.8696	0.8757	0.8819	0.8882	0.8947	0.9013	0.9080	0.9148	0.9215	0.9283
73	0.8367	0.8424	0.8483	0.8543	0.8604	0.8668	0.8732	0.8799	0.8867	0.8936	0.9007	0.9078	0.9150	0.9222
74	0.8264	0.8323	0.8383	0.8445	0.8509	0.8575	0.8642	0.8711	0.8783	0.8856	0.8930	0.9006	0.9082	0.9159
75	0.8159	0.8219	0.8281	0.8346	0.8412	0.8479	0.8549	0.8622	0.8696	0.8773	0.8851	0.8931	0.9011	0.9093
76	0.6348	0.6415	0.6484	0.6557	0.6632	0.6711	0.6793	0.6878	0.6967	0.7058	0.7152	0.7249	0.7348	0.7449
77	0.6183	0.6249	0.6319	0.6392	0.6468	0.6547	0.6630	0.6716	0.6806	0.6899	0.6995	0.7094	0.7195	0.7299
78	0.6020	0.6086	0.6156	0.6229	0.6305	0.6385	0.6468	0.6555	0.6646	0.6740	0.6838	0.6939	0.7043	0.7149
79	0.5861	0.5927	0.5997	0.6069	0.6146	0.6226	0.6309	0.6397	0.6489	0.6584	0.6684	0.6786	0.6892	0.7001
80	0.5706	0.5772	0.5842	0.5914	0.5991	0.6071	0.6155	0.6243	0.6335	0.6432	0.6532	0.6637	0.6744	0.6856

Interest rate: 7.50%  
 Participant mortality table: GA 94 Male  
 Spouse mortality table: GA 94 Female  
 Normal Form: 5-Year Certain and Life

**50% Husband-and-Wife Adjustment Factors**

Age of Participant	Age of Spouse					Age of Participant	Age of Spouse				
	76	77	78	79	80		76	77	78	79	80
50	0.9731	0.9748	0.9764	0.9780	0.9795	70	0.8344	0.8424	0.8503	0.8582	0.8660
51	0.9701	0.9720	0.9738	0.9755	0.9771	71	0.8226	0.8310	0.8393	0.8477	0.8559
52	0.9668	0.9688	0.9708	0.9727	0.9745	72	0.8101	0.8189	0.8277	0.8365	0.8453
53	0.9631	0.9653	0.9675	0.9696	0.9716	73	0.7971	0.8063	0.8156	0.8249	0.8341
54	0.9590	0.9615	0.9639	0.9662	0.9684	74	0.7836	0.7932	0.8029	0.8126	0.8224
55	0.9545	0.9573	0.9599	0.9624	0.9649	75	0.7695	0.7796	0.7897	0.7999	0.8101
56	0.9496	0.9526	0.9555	0.9583	0.9609	76	0.7551	0.7656	0.7761	0.7867	0.7974
57	0.9442	0.9475	0.9506	0.9537	0.9566	77	0.7405	0.7513	0.7622	0.7733	0.7844
58	0.9384	0.9419	0.9454	0.9487	0.9519	78	0.7258	0.7369	0.7482	0.7597	0.7713
59	0.9321	0.9360	0.9397	0.9433	0.9468	79	0.7113	0.7227	0.7344	0.7463	0.7583
60	0.9254	0.9295	0.9336	0.9375	0.9413	80	0.6970	0.7087	0.7207	0.7330	0.7455
61	0.9182	0.9227	0.9271	0.9313	0.9355						
62	0.9106	0.9154	0.9201	0.9247	0.9292						
63	0.9025	0.9077	0.9128	0.9177	0.9226						
64	0.8941	0.8996	0.9051	0.9104	0.9156						
65	0.8853	0.8912	0.8970	0.9027	0.9083						
66	0.8761	0.8824	0.8886	0.8947	0.9007						
67	0.8664	0.8731	0.8798	0.8863	0.8927						
68	0.8563	0.8634	0.8705	0.8774	0.8843						
69	0.8457	0.8532	0.8607	0.8681	0.8754						

Interest rate: 7.50%  
 Participant mortality table: GA 94 Male  
 Spouse mortality table: GA 94 Female  
 Normal Form: 5-Year Certain and Life

**120 Certain Payment Option**

<u>Age</u>	<u>Months</u>											
	<u>0</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>	<u>11</u>
25	0.9989	0.9989	0.9989	0.9989	0.9989	0.9989	0.9989	0.9989	0.9989	0.9989	0.9989	0.9989
26	0.9989	0.9989	0.9988	0.9988	0.9988	0.9988	0.9988	0.9988	0.9988	0.9988	0.9988	0.9988
27	0.9988	0.9988	0.9988	0.9988	0.9988	0.9988	0.9988	0.9988	0.9988	0.9988	0.9988	0.9988
28	0.9988	0.9988	0.9988	0.9988	0.9988	0.9988	0.9988	0.9988	0.9988	0.9988	0.9988	0.9988
29	0.9988	0.9988	0.9988	0.9988	0.9988	0.9988	0.9987	0.9987	0.9987	0.9987	0.9987	0.9987
30	0.9987	0.9987	0.9987	0.9987	0.9987	0.9987	0.9987	0.9987	0.9987	0.9987	0.9987	0.9987
31	0.9987	0.9987	0.9987	0.9987	0.9987	0.9987	0.9987	0.9987	0.9987	0.9987	0.9987	0.9987
32	0.9987	0.9987	0.9987	0.9987	0.9987	0.9986	0.9986	0.9986	0.9986	0.9986	0.9986	0.9986
33	0.9986	0.9986	0.9986	0.9986	0.9986	0.9986	0.9986	0.9986	0.9986	0.9986	0.9986	0.9986
34	0.9986	0.9986	0.9985	0.9985	0.9985	0.9985	0.9985	0.9985	0.9985	0.9985	0.9985	0.9985
35	0.9985	0.9985	0.9985	0.9985	0.9984	0.9984	0.9984	0.9984	0.9984	0.9984	0.9984	0.9984
36	0.9984	0.9984	0.9984	0.9983	0.9983	0.9983	0.9983	0.9983	0.9983	0.9983	0.9983	0.9983
37	0.9982	0.9982	0.9982	0.9982	0.9982	0.9982	0.9982	0.9982	0.9981	0.9981	0.9981	0.9981
38	0.9981	0.9981	0.9981	0.9981	0.9980	0.9980	0.9980	0.9980	0.9980	0.9980	0.9980	0.9979
39	0.9979	0.9979	0.9979	0.9979	0.9979	0.9978	0.9978	0.9978	0.9978	0.9978	0.9978	0.9978
40	0.9977	0.9977	0.9977	0.9977	0.9977	0.9976	0.9976	0.9976	0.9976	0.9976	0.9976	0.9975
41	0.9975	0.9975	0.9975	0.9975	0.9974	0.9974	0.9974	0.9974	0.9973	0.9973	0.9973	0.9973
42	0.9973	0.9972	0.9972	0.9972	0.9972	0.9971	0.9971	0.9971	0.9971	0.9970	0.9970	0.9970
43	0.9970	0.9969	0.9969	0.9969	0.9969	0.9968	0.9968	0.9968	0.9967	0.9967	0.9967	0.9967
44	0.9966	0.9966	0.9966	0.9965	0.9965	0.9965	0.9964	0.9964	0.9964	0.9963	0.9963	0.9963
45	0.9963	0.9962	0.9962	0.9961	0.9961	0.9961	0.9960	0.9960	0.9960	0.9959	0.9959	0.9958
46	0.9958	0.9958	0.9957	0.9957	0.9956	0.9956	0.9956	0.9955	0.9955	0.9954	0.9954	0.9953

**120 Certain Payment Option**

<u>Age</u>	<u>Months</u>											
	<u>0</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>	<u>11</u>
47	0.9953	0.9953	0.9952	0.9952	0.9951	0.9951	0.9950	0.9950	0.9949	0.9949	0.9948	0.9948
48	0.9947	0.9947	0.9946	0.9946	0.9945	0.9944	0.9944	0.9943	0.9943	0.9942	0.9942	0.9941
49	0.9941	0.9940	0.9939	0.9939	0.9938	0.9937	0.9937	0.9936	0.9936	0.9935	0.9934	0.9934
50	0.9933	0.9932	0.9932	0.9931	0.9930	0.9930	0.9929	0.9928	0.9927	0.9927	0.9926	0.9925
51	0.9924	0.9924	0.9923	0.9922	0.9921	0.9920	0.9920	0.9919	0.9918	0.9917	0.9916	0.9915
52	0.9915	0.9914	0.9913	0.9912	0.9911	0.9910	0.9909	0.9908	0.9907	0.9906	0.9905	0.9904
53	0.9903	0.9902	0.9901	0.9900	0.9899	0.9898	0.9897	0.9896	0.9895	0.9894	0.9892	0.9891
54	0.9890	0.9889	0.9888	0.9887	0.9885	0.9884	0.9883	0.9882	0.9880	0.9879	0.9878	0.9877
55	0.9875	0.9874	0.9872	0.9871	0.9870	0.9868	0.9867	0.9865	0.9864	0.9862	0.9861	0.9860
56	0.9858	0.9856	0.9855	0.9853	0.9852	0.9850	0.9848	0.9847	0.9845	0.9843	0.9842	0.9840
57	0.9838	0.9837	0.9835	0.9833	0.9831	0.9829	0.9827	0.9825	0.9824	0.9822	0.9820	0.9818
58	0.9816	0.9814	0.9812	0.9810	0.9808	0.9806	0.9804	0.9802	0.9800	0.9797	0.9795	0.9793
59	0.9791	0.9789	0.9787	0.9784	0.9782	0.9780	0.9777	0.9775	0.9773	0.9770	0.9768	0.9766
60	0.9763	0.9761	0.9758	0.9756	0.9753	0.9751	0.9748	0.9745	0.9743	0.9740	0.9738	0.9735
61	0.9733	0.9730	0.9727	0.9724	0.9721	0.9719	0.9716	0.9713	0.9710	0.9707	0.9705	0.9702
62	0.9699	0.9696	0.9693	0.9690	0.9687	0.9684	0.9681	0.9678	0.9675	0.9672	0.9668	0.9665
63	0.9662	0.9659	0.9656	0.9653	0.9649	0.9646	0.9643	0.9639	0.9636	0.9633	0.9630	0.9626
64	0.9623	0.9619	0.9616	0.9612	0.9609	0.9605	0.9602	0.9598	0.9595	0.9591	0.9588	0.9584
65	0.9580	0.9577	0.9573	0.9569	0.9565	0.9561	0.9558	0.9554	0.9550	0.9546	0.9542	0.9539
66	0.9535	0.9531	0.9526	0.9522	0.9518	0.9514	0.9510	0.9506	0.9502	0.9498	0.9493	0.9489

**120 Certain Payment Option**

<u>Age</u>	<u>Months</u>											
	<u>0</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>	<u>11</u>
67	0.9485	0.9481	0.9476	0.9472	0.9467	0.9463	0.9458	0.9454	0.9449	0.9445	0.9440	0.9436
68	0.9431	0.9426	0.9421	0.9416	0.9412	0.9407	0.9402	0.9397	0.9392	0.9387	0.9382	0.9377
69	0.9372	0.9367	0.9361	0.9356	0.9350	0.9345	0.9339	0.9334	0.9328	0.9323	0.9318	0.9312
70	0.9307	0.9300	0.9294	0.9288	0.9282	0.9276	0.9270	0.9264	0.9258	0.9252	0.9246	0.9240
71	0.9234	0.9227	0.9220	0.9213	0.9206	0.9200	0.9193	0.9186	0.9179	0.9173	0.9166	0.9159
72	0.9152	0.9145	0.9137	0.9130	0.9122	0.9115	0.9107	0.9100	0.9092	0.9085	0.9077	0.9070
73	0.9062	0.9054	0.9046	0.9038	0.9029	0.9021	0.9013	0.9005	0.8996	0.8988	0.8980	0.8972
74	0.8963	0.8954	0.8945	0.8936	0.8927	0.8918	0.8909	0.8900	0.8891	0.8882	0.8873	0.8864
75	0.8855	0.8846	0.8836	0.8826	0.8817	0.8807	0.8797	0.8788	0.8778	0.8768	0.8758	0.8749
76	0.8739	0.8729	0.8719	0.8708	0.8698	0.8688	0.8677	0.8667	0.8657	0.8646	0.8636	0.8626
77	0.8616	0.8605	0.8594	0.8583	0.8573	0.8562	0.8551	0.8540	0.8530	0.8519	0.8508	0.8497
78	0.8487	0.8475	0.8464	0.8453	0.8442	0.8431	0.8420	0.8409	0.8398	0.8387	0.8376	0.8364
79	0.8353	0.8342	0.8331	0.8319	0.8308	0.8296	0.8285	0.8274	0.8262	0.8251	0.8239	0.8228
80	0.8217	0.8205	0.8193	0.8182	0.8170	0.8158	0.8147	0.8135	0.8123	0.8112	0.8100	0.8088

# SIGNATURE PAGE

The foregoing Restatement of the District No. 9. International Association of Machinists and Aerospace Workers Pension Plan is hereby executed on the date(s) indicated below:

## UNION TRUSTEES

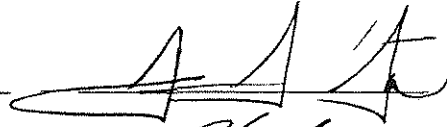


11-25-14  
Date

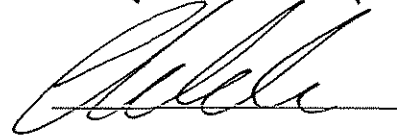


11/25/14  
Date

## MANAGEMENT TRUSTEES



11-25-14  
Date



11-25-14  
Date