I.A.T.S.E. LOCAL 27 PROFIT SHARING PLAN

SUMMARY PLAN DESCRIPTION
JANUARY 1, 2023

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Dear Profit Sharing Plan Participant:

The Board of Trustees of the I.A.T.S.E. Local 27 Profit Sharing Plan (Plan) is pleased to provide you with a revised Summary Plan Description (SPD), which describes your benefits under the Plan as of **January 1, 2023**.

The Plan is a defined contribution plan. A defined contribution plan provides an individual account for each participant which is credited with Employer Contributions, investment earnings and forfeitures and charged with Plan expenses. The Plan is financed by Employer contributions in accordance with the participating employers' Collective Bargaining Agreements with I.A.T.S.E. Local 27.

We encourage you to read this SPD carefully as it summarizes the most important features of the Plan which are more fully described in the official Plan Document. This SPD does not change or expand the terms of the Plan as described in the Plan Document, and in the event there is any conflict between this SPD and the official Plan Document, the Plan Document will govern. Your rights can only be determined by referring to the official Plan Document.

A copy of the Plan Document is on file at the office listed above and is available to you during regular business hours. Your questions regarding the plan should be addressed in writing to the address above.

As described in this SPD and the Plan Document, the Board of Trustees reserves the right, in their sole and absolute discretion, to change or end the Plan at any time, to interpret the Plan, and to make all determinations regarding the Plan and the benefits payable from the Plan. The Board of Trustees' decisions will be final and binding on all parties.

The Board of Trustees is proud to administer this Plan, which will provide a valuable benefit for you and your family.

Sincerely,

Board of Trustees
I.A.T.S.E. Local 27 Profit Sharing Plan

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SUMMARY PLAN DESCRIPTION

1. Introduction

This Summary Plan Description is intended to be an easily understood explanation of the general provisions of the I.A.T.S.E. Local 27 Profit Sharing Plan (Plan). Throughout this Summary Plan Description (SPD), you will find certain capitalized words which have distinct meanings. The definitions of these capitalized words can be found in the Glossary at the end of this SPD. We urge you to review these definitions. The first time a defined term is used in this SPD, it appears in **boldface** print. In addition, whenever you see the words "you" or "your" in this SPD, they mean a **Participant** in the I.A.T.S.E. Local 27 Profit Sharing Plan.

This SPD is a general description of the terms of the Plan Document, and in the event that any of the terms of the SPD conflict with the Plan Document, the terms of the Plan Document override the SPD.

2. Information about the Plan

The Plan is maintained pursuant to various **Collective Bargaining Agreements** between the International Alliance of Theatrical Stage Employees Local 27 (the **Union**) and **Participating Employers.** The Collective Bargaining Agreements require the Participating Employers to contribute to the Plan. Upon written request, the **Board of Trustees** will advise you as to whether a particular employer or employee organization is a sponsor of the Plan and provide the address of any employer or employee organization sponsoring the Plan. You may also receive a copy of any Collective Bargaining Agreement or other written agreement regarding participation in the Plan by making a written request to the Board of Trustees. A reasonable fee may be charged for copying. You may also examine copies of such agreements at the Plan's office on reasonable notice.

2.1 Name and Address of Plan

The name of the Plan is IATSE Local 27 Profit Sharing Plan.

The Plan's address is:

25000 Center Ridge Road, Suite 8
Westlake, Ohio 44145

2.2 Plan Identification Numbers

For purposes of identification, the Internal Revenue Service has assigned the Plan the following Employer Identification Number (EIN): 34-1783226. The Plan Number is 002. If the need arises to write anyone about the Plan, identify the Plan by name and by the EIN and Plan Number.

2.3 Plan Year and Plan Type

Plan Years begin on January 1st and end on the following December 31st, except for the first Plan Year which commenced June 1st.

The Plan is a defined contribution profit sharing plan. This type of plan provides individual accounts for each Participant. Because this Plan is a defined contribution plan, the Plan's assets are not insured by the Pension Benefit Guaranty Corporation.

2.4 Type of Administration

The Plan is managed by a Board of Trustees which holds all of the assets of the Plan in trust for the benefit of the Participants. The Board of Trustees consists of two Union Trustees and two Employer Trustees. The trust is a legal entity that is separate and distinct from the Union or any Participating Employer.

The Trustees have the authority and discretion to interpret, construe and apply the terms of this Summary Plan Description, the Plan and Trust Document, and any other documents pursuant to which the Plan is maintained. This includes the right to interpret any ambiguous terms contained in such documents and the right to interpret and apply terms regarding eligibility and benefits.

The Trustees' determinations are final and binding upon all Participants, beneficiaries, and any other individuals claiming benefits under the Plan.

2.5 The Plan Administrator and Agent for Service of Legal Process

The Plan Administrator is the Board of Trustees of the I.A.T.S.E. Local 27 Profit Sharing Plan (Board of Trustees). The business address of the Plan Administrator is:

25000 Center Ridge Road, Suite 8
Westlake, Ohio 44145

The current Trustees are:

Union Trustees	**Employer Trustees**
Joe Short IATSE Local 27	Penny Zaletel Playhouse Square
Steve Stuckert IATSE Local 27	Leah Monder The Cleveland Orchestra

Service of legal process may be made upon any Plan Trustee or the Plan Administrator at the above address.

2.6 Plan Termination

The Board of Trustees has the right to modify or terminate the Plan at any time. Upon any full or partial termination, any unallocated amounts will be allocated to Participants in accordance with the Plan Document. You will become 100% **Vested** in your account upon termination if you are not already Vested. Upon termination of the Plan, the Trustees will direct the Trust Fund's assets to be distributed to Participants in a manner consistent with the terms of the Plan Document.

3. Eligibility

3.1 When am I covered by the Plan?

The Plan is open to all employees in a bargaining unit represented by the Union and covered by a Collective Bargaining Agreement between the Union and a Participating Employer which requires contributions to the Plan. The Plan is also open to any other person employed by a Participating Employer which has agreed to make contributions to the Plan on behalf of such person.

Eligible employees begin participating in the Plan when they begin employment under a Collective Bargaining Agreement with a Participating Employer or the Plan's Effective Date, whichever is later.

3.2 Do I have to apply to enter the Plan?

The Plan does not require any application.

4. Accounts and Contributions

4.1 What is my account?

A separate account is established for each Participant. It is credited with Employer Contributions, investment earnings, and **Forfeitures**. Your account is charged with investment losses and Plan expenses. Under the Plan, the Trustees invest the Plan Assets. The Plan will provide you with a statement detailing the activity in your account each year.

4.2 How does my account value change?

Your account is credited with the following:

- **Employer Contributions** made on your behalf based on a percentage of your wages as determined by the Collective Bargaining Agreement or other written agreement covering your participation in the Plan;
- Your share of the Plan's investment earnings and changes in the value of the investments; and
- If applicable, your share of any **Forfeitures**.

Your account is charged with your share of Plan expenses and your share of investment losses.

4.3 Can I make contributions to my account?

No, only Employer Contributions can be made to the Plan.

4.4 What are Forfeitures?

If you have five (5) consecutive **1-Year Breaks in Service** before becoming **Vested**, the non-vested portion of your account will be forfeited. Forfeitures are used to pay Plan expenses. If forfeitures exceed Plan expenses, the amount leftover will be allocated to Plan Participants.

4.5 How are Employer Contributions credited to my account?

Your Employer will contribute an amount to the Plan on your behalf. The amount of Employer Contributions will be determined according to the Collective Bargaining Agreement covering your employment or other written agreement providing for your participation in the Plan. Employer Contributions are credited to your account at the end of each calendar year or on any other **Valuation Date**.

4.6 How are investment earnings or losses credited to my account?

Under the Plan, the net appreciation or depreciation of the entire Trust Fund is determined after the end of each Plan Year and on any other Valuation Date which the Trustees may establish. Such appreciation or depreciation will take into account investment earnings or losses and Plan expenses. Your proportional share of the increase or decrease in the amount of the Trust Fund is applied to your account at the end of each Plan Year or on any other Valuation Date. The percentage increase or decrease in the Trust Fund is applied to your balance from the previous Valuation Date and one-half of any new employer contributions received on your behalf during the valuation period.

See Section 6.7 for a discussion of how earnings or losses are credited to your account when you receive a distribution.

4.7 Do I have to pay taxes on contributions or investments earnings as they are credited to my account?

No. You do not have to pay income taxes on Employer Contributions or investment earnings allocated to your account. You will be responsible for paying income taxes when you receive a distribution from the Plan, if the distribution is not rolled over into another qualified plan or Individual Retirement Account ("IRA").

4.8 How are expenses charged against my account?

Under the Plan, expenses are paid out of the Trust Fund. Expenses are indirectly charged against your account when the Trust Fund valuation occurs after each Plan Year or on any other Valuation Date.

5. Vesting

5.1 What does it mean to be Vested?

Being Vested means that you own the funds in your account and they cannot be forfeited. Under no circumstances can a Participant who is Vested lose their interest in the Vested portion of their account. However, the value of your Vested interest may decrease if the Trust Fund decreases through investment loss or Plan expenses.

5.2 When am I Vested?

If you became a Participant prior to May 9, 2016, you became fully Vested in your account immediately upon your entry into the Plan.

If you became a Participant on or after May 9, 2016, you will be fully Vested in your account after two Years of Service. Prior to completing two Years of Service, you will not be vested in any portion of your account. You will also become fully Vested in your account if you are employed by a Participating Employer at the time you reach Age 60 or at the time of your death, even if you have not yet completed two Years of Service.

5.3 What is a Year of Service?

For Plan Years beginning on or after January 1, 2016, a Year of Service means a calendar year in which you have at least 500 Hours of Service. For the Plan Years commencing on January 1, 2020, 2021, and 2022, a Year of Service requires 250 Hours of Service during the calendar year.

For Plan Years prior to January 1, 2016, a Year of Service means a calendar year in which you have at least 1,000 Hours of Service.

5.4 What is an **Hour of Service**?

An Hour of Service is each hour you work for which you are entitled to pay from a Participating Employer. This includes actual, as well as, overtime hours and paid periods of non-working time such as vacation, holidays, sickness, or **Total and Permanent Disability**. Hours of Service also include each hour for which back pay has been awarded or agreed to by an employer. You also receive credit in some circumstances for hours you would have ordinarily worked while you are on active military duty, in accordance with the Uniformed Services Employment and Reemployment Rights Act ("USERRA").

There are additional rules in the Department of Labor regulations concerning Hours of Service and this Plan is operated according to those rules.

5.5 What is a 1-Year Break in Service?

A 1-Year Break in Service is a calendar year in which you have not completed at least 500 Hours of Service with a Participating Employer (or at least 250 Hours of Service during the 2020,

2021, or 2022 Plan Years). If you incur five (5) consecutive 1-Year Breaks in Service before becoming Vested, the non-vested portion of your account will be forfeited.

For purposes of determining whether you have a Break in Service, you will receive credit for Hours of Service in connection with a maternity or paternity leave or other authorized leave of absence. In addition, your service may not be considered broken if you are absent for military service and return to work at the Participating Employer within 90 days of your discharge.

6. Retirement and Methods of Payment

6.1 When may I retire?

You may retire on your **Normal Retirement Date,** which is the first day of the month coinciding with, or next following, your 60th birthday. You may keep working past your Normal Retirement Date, in which case you will continue participating in the Plan and receiving Employer Contributions until your **Late Retirement Date**. A Late Retirement Date is the first day of the month coinciding with, or next following, the date on which you stop working for a Participating Employer for reasons other than Total and Permanent Disability.

6.2 Do I have to stop working to receive a distribution of my account?

No. After reaching the Normal Retirement Age of 60 years, you may choose to receive an in-service distribution of a portion of your account if you are still working for a Participating Employer. In-service distributions may only be requested once per Plan Year. As of January 1, 2023, the maximum percentage of your account available for an in-service distribution is 80%. This maximum percentage may be varied by the Trustees. You will be notified of the maximum amount if you request information about an in-service distribution.

If you elect to receive an in-service distribution, your share of Employer Contributions, Plan expenses, and investment gains and losses will continue to be allocated to your account upon each Valuation Date. Please see Section 6.7 for more information about how investment losses may be allocated to your ongoing account balance after you receive an in-service distribution.

6.3 Can I retire early?

No. The Plan does not permit a retirement date prior to the Normal Retirement Date.

6.4 What if I stop working for any Participating Employer prior to reaching Normal Retirement Age?

If you are Vested and you terminate employment with a Participating Employer for any reason other than retirement, death, or Total and Permanent Disability, you will become a **Vested Terminated Participant**. At the end of the Plan Year in which you leave employment with a Participating Employer, your Vested account balance may be segregated and deposited into a separate, federally insured savings account, certificate of deposit, common or collective trust fund of a bank, or a deferred annuity. If your account is not segregated, the amount will remain in your account and will continue to share in Plan expenses and investment earnings or losses.

You will receive a distribution of your account upon the earlier of your death, Total and Permanent Disability, or your Normal Retirement Date. Alternatively, you may elect to receive a distribution after the December 31st following a 1-Year Break in Service. If the value of your account is less than $1,000, the Plan may distribute your account to you in a lump sum payment without your consent. If you cannot be located, the Plan may deposit the lump sum into an individual retirement plan on your behalf.

You must receive a distribution of your account before your required beginning date. Unless you own part of your employing company, your required beginning date is April 1st following the calendar year in which you reach age 72 (or age 70 ½ if you were born before July 1, 1949), or, if later, April 1st following the calendar year in which you retire.

6.5 What if I die before receiving benefits?

If you die before receiving a distribution of your entire account and have a surviving spouse, your spouse will receive a distribution of your account, unless you have designated a different Beneficiary by filing a form with the Board of Trustees. You may designate a Beneficiary other than your spouse if you meet one of these three criteria:

- You are legally separated from or you have been abandoned by your spouse and have a court order to that effect.
- Your spouse cannot be located.
- You have obtained your spouse's written consent to designate a Beneficiary other than your spouse, and that written consent:
  - Is irrevocable;
  - Is witnessed by a notary public or Plan representative;
  - Acknowledges the effect of the designation; and
  - Designates the specific Beneficiary and states that the Beneficiary cannot be changed without further consent from your spouse, or, contains a statement acknowledging that the spouse has the right to limit consent to a specific Beneficiary and that the spouse voluntarily relinquishes this right.

In addition, a Qualified Domestic Relations Order may require the distribution of part or all of your account to a payee other than your surviving spouse.

If you are not survived by a spouse, or, if you and your spouse have properly waived the spouse's right to receive your account upon your death, your account will be distributed to your designated Beneficiary. If your designated Beneficiary does not survive you, or if you are unmarried and have no designated Beneficiary at the time of death, your account will be distributed to the person (or in equal shares to the persons) in the first of the following classes who survives you: (1) your surviving spouse; (2) your children per stirpes; (3) your parents; (4) your siblings; (5) your estate. Distributions to your surviving spouse or Beneficiary will be made as stated in Section 6.7 and as soon as administratively practicable.

6.6 What if I become totally and permanently disabled before retirement?

If you incur a Total and Permanent Disability before reaching Normal Retirement Age or otherwise terminating employment, your account will be distributed to you as if you had retired.

6.7 How will my account be distributed?

Beginning February 1, 2018, all distributions will be made in a cash lump-sum payment. Depending on your circumstances, this distribution may be rolled over into another qualified plan or certain types of Individual Retirement Accounts (IRAs). Detailed information regarding the tax consequences of distributions and the availability of a rollover will be provided to you before a distribution is made.

When you receive a distribution other than a hardship or in-service distribution, a portion of your account will be held in escrow until the next Valuation Date. Currently, the escrowed amount is 20%, but the Trustees may change this percentage from time to time. You will be informed of the escrow percentage if you request information about a distribution.

Beginning with the 2019 Plan Year, if there is a decrease in the amount of the Trust Fund of 5% or more due to investment losses and Plan expenses, the escrowed amount will be adjusted to reflect your share of the Plan's losses. If the Trust Fund grows or incurs losses of less than 5%, the escrowed amount will be released without adjustment. **This escrow withholding will not occur for hardship or in-service distributions, but your share of the Plan's losses for the amount distributed will be applied to your ongoing balance in the event the Plan incurs losses of 5% or more in the year you take such a distribution.**

Regardless of whether the Trust Fund increases or decreases in a given year, the percentage of earnings or losses of the Trust Fund for the Plan Year will be separately applied to: (i) any remaining balance (in the case of an In-Service or Hardship Distribution) and (ii) one-half of the Employer contributions to be attributed to your account for the Plan Year.

If you received a distribution during a year in which the Trust Fund incurs losses of 5% or more and the escrowed percentage is 20%, the following examples illustrate how your share of the losses would be applied to your escrowed funds or ongoing balance.

EXAMPLE 1.

For example, if the net loss of the Trust Fund is 10% for the Plan Year, and Sam received a retirement distribution of $10,000 with $2,000 held in escrow, $1,000 would be withheld from the escrow before it is released:

Escrowed amount = $2,000

Share of losses = $10,000 x -0.1 = **-$1,000.**

Amount distributed after next Valuation = **$1,000**

EXAMPLE 2.

For example, if the net loss of the Trust Fund is 10% for the Plan Year, and Sam received an In-Service Distribution of $8,000 during the Plan Year, had an ongoing account of $2,000, and received $1,000 in employer contributions for the year, his account value would be determined as follows:

$8,000 x -0.1 = **-$800 = Loss allocated to distributed amount and subtracted from ongoing balance**

$500 x -0.1 = **-$50 = Loss allocated to new employer contributions**

$2000 x -0.1 = **-$200 = Loss allocated to ongoing balance**

$2,000 ongoing balance + $1,000 employer contributions – $1,050 in losses = **$1,950** account balance after the next Valuation.

6.8 How will my distribution be taxed?

Distributions are generally subject to income taxes unless the distributions are rolled over into another qualified plan or certain types of Individual Retirement Accounts (IRAs). The Plan Administrator is required to withhold 20% of any distribution for federal income taxes unless the distribution is an eligible rollover distribution and you directly roll over the distribution into another qualified plan or appropriate IRA. Only certain distributions are eligible to be rolled over. Detailed information regarding the tax consequences of distributions and the availability of a rollover will be provided to you before a distribution is made.

It is important to remember that you may be subject to a 10% federal tax in addition to income tax for "early" distributions. Generally, a distribution will be subject to this additional 10% tax if you receive it prior to the date you attain age 59 ½ (or age 55 if you have separated from employment).

6.9 Can I receive a hardship distribution from my account?

If you are Vested in your account, you may obtain a hardship withdrawal of a portion of your account if you encounter an immediate and heavy financial need due to:

- Medical expenses (other than deductibles or co-payments) of least $500 incurred by you, your spouse, or your child.
- Costs relating to the purchase of a principal residence, such as down payment, contract, and title expenses, but excluding mortgage payments.
- Tuition and/or room and board and related educational fees at a state-accredited post-secondary educational institution for you, your spouse, or your child.
- A payment necessary to prevent eviction from, or foreclosure on the mortgage covering, your principal residence. In this case, the distribution check will be payable to you and your mortgagee or landlord.

- Funeral or burial expenses of your immediate family member.
- Expenses for repairing damage to your principal residence from an event that is sudden, unexpected, or unusual, such as an earthquake, fire, flood, vandalism, hurricane, storm, or tornado.

After January 1, 2022, you may be eligible for a withdrawal of amounts that have been held in your account for at least two years if: (1) you are facing a severe financial hardship, defined as present or impending financial ruin or inability to meet necessary living expenses; and (2) you have been unable to work in your normal occupation for at least sixty days due to your illness or injury, as certified by a licensed medical professional.

As of January 1, 2023, hardship distributions are limited to 80% of your account as of the previous Valuation Date. Hardship distributions are only available upon application and submission of required documentation. The amount of the hardship withdrawal is limited to the amount necessary to meet the financial emergency (plus any amounts necessary to pay income taxes or penalties reasonably anticipated as a result of the withdrawal).

A hardship distribution for costs relating to the purchase of a principal residence will only be granted once per Participant. Distributions for any purpose other than medical expenses are limited to once during a rolling twelve-month period.

6.10 Can I borrow from the Plan?

No. The Plan does not allow for Participant loans.

6.11 What is a Qualified Domestic Relations Order (QDRO)?

As a general rule, your interest in your profit sharing account may not be transferred to another person or otherwise alienated. This means that your right to receive a profit sharing benefit cannot be sold, used as collateral for a loan or repayment of a debt, given away, or transferred in any other manner. In addition, your creditors may not attach, garnish, seize, or otherwise interfere with your benefits.

There are some exceptions to this general rule. In certain circumstances, a Participant's benefits might be required to be paid to his or her spouse, former spouse, or child under the terms of a court order called a "Qualified Domestic Relations Order" (QDRO). The Plan Administrator will notify you if it receives a QDRO that applies to your benefits. The Plan is required to follow the directives set forth in a QDRO. The Plan's procedures for determining whether a court order is a QDRO are on file at the Plan Administrator's Office. To obtain a copy of these procedures without charge, please contact the Plan Administrator.

7. Claims Procedure

7.1 How are claims made and decided?

All inquiries and requests, including requests for a distribution of your account, should be submitted, in writing, to the Plan Administrator.

The Plan Administrator will approve or deny the application (either in whole or in part) and notify you of the determination in writing within 90 days. This 90-day period may be extended for another 90-day period if the Plan Administrator finds that special circumstances require an extension of time. Each extension notice given by the Plan Administrator will indicate the special circumstances requiring an extension of time, and will indicate the date by which the Plan Administrator expects to make the decision. If you do not receive notification of an extension, acceptance or denial within 90 days, you may request review as if your claim had been entirely denied.

7.2 What if my claim is denied?

If your request for benefits or other claim is denied you will be given, in writing:

- The specific reason(s) for denying your claim.
- Specific reference(s) to pertinent Plan provisions that are the reason for denying your claim.
- A description of any additional material or information which you must provide to the Plan in order to perfect your claim for benefits, and an explanation of why such information is necessary.
- A description of the Plan's review procedures, including the time limits under the procedures, and a statement regarding your right to bring a civil action under ERISA § 502(a) following an adverse benefit determination on appeal.

7.3 What if I disagree with the reasons for denying my claim?

If your claim is denied in whole or in part, you or your authorized representative will have 60 days after receiving the denial to submit a written appeal to the Plan Administrator. You may submit additional documents and information. The Plan Administrator will take into account all comments, documents, records, and other information submitted without regard to whether the information was submitted or considered in the initial determination.

Upon request, you will be provided, free of charge, copies of documents and information relevant to your claim. A document is considered relevant to your claim if the document (i) was relied upon in making the benefit determination, (ii) was submitted, considered or generated in the course of making the benefit decision, or (iii) demonstrates compliance in making the benefit decision with the requirement that the benefit determinations must the terms of the Plan and be consistently applied to similarly situated claimants.

7.4. What happens after I appeal the denial of my claim?

The Plan Administrator will consider all information submitted in connection with your request for review and make a final written decision on the claim within either 60 days of receiving your appeal or the next Trustees meeting following the receipt of your appeal. The 60 days may be extended for another 60 days if the Plan Administrator finds that special circumstances require an extension of time. If the Plan Administrator fails to respond to your appeal within the time frame set forth above, the appeal shall be deemed denied.

If an adverse benefit determination is made on review, the Plan Administrator will provide the specific reasons and references to the Plan provisions on which the decision was based. In addition, you will be provided with the following:

- A statement that you are entitled to receive, upon request and free of charge, access to and copies of all documents, records and other information relevant to your claim. A document is considered relevant to your claim if the document (i) was relied upon in making the benefit determination, (ii) was submitted, considered or generated in the course of making the benefit decision, or (iii) demonstrates compliance in making the benefit decision with the requirement that the benefit determination must follow the terms of the Plan and be consistent when applied to similarly situated claimants.
- A statement regarding your right to bring a civil action under ERISA § 502(a).

The decision of the Plan Administrator on review shall be final and binding on all parties.

8. Your Rights Under ERISA

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

Receive Information About Your Plan and Benefits

(1) Examine, without charge, at the Plan Administrator's office and at other specified locations, all documents governing the Plan, including collective bargaining agreements, and a copy of the latest annual report (Form 5500) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Pension and Welfare Benefit Administration.

(2) Obtain, upon written request to the plan administrator, copies of documents governing the operation of the plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The administrator may make a reasonable charge for the copies.

(3) Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each Participant with a copy of this Summary Annual Report.

(4) Obtain a statement telling you whether you have a right to receive a pension at Normal Retirement age, (age 65) and if so, what your benefits would be at Normal Retirement age if you stop working under the Plan now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to earn a right to a pension. This statement must be requested in writing and is not required to be given more than once every 12 months. The Plan must provide the statement free of charge.

(5) A complete list of the employers and employee organizations sponsoring the Plan may be obtained by participants beneficiaries upon written request to the Plan Administrator and is available for examination by participants and beneficiaries. Participants and beneficiaries may receive from the Plan Administrator, upon written request, information as to whether a particular employer or employee organization is a sponsor the Plan, and if the employer or employee organization is a plan sponsor, the sponsor's address.

Prudent Actions by Plan Fiduciaries

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

Enforce Your Rights

If your claim for a benefit is denied or ignored, in whole or in part, you have the right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report from the plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the plan administrator to provide the materials and pay you up to $110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in Federal court. If it should happen that plan fiduciaries misuse the plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance with Your Questions

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

9. Glossary

1-Year Break in Service

A 1-Year Break in Service is a calendar year in which you have not completed more than 500 Hours of Service with a Participating Employer. If you incur five (5) consecutive 1-Year Breaks in Service before becoming Vested, the non-vested portion of your account will be forfeited.

Employer Contribution

Employer Contributions to your account are made in accordance with the terms of your Collective Bargaining Agreement or other written agreement covering your participation in the Plan.

ERISA

The Employee Retirement Income Security Act of 1974, as amended.

Forfeiture

A Forfeiture occurs when a Participant incurs five (5) consecutive 1-Year Breaks in Service without becoming Vested. Forfeited funds are used to pay Plan expenses and then allocated to the remaining Participants.

Hour of Service

An Hour of Service is each hour you work for which you are entitled to pay from a Participating Employer. This includes actual, as well as overtime hours and paid periods of non-working time such as vacation, holidays, sickness, or Total and Permanent Disability. Hours of Service also include each hour for which back pay has been awarded or agreed to by an employer. You also receive credit in some circumstances for hours you would have ordinarily worked while you are on active military duty, in accordance with the Uniformed Services Employment and Reemployment Rights Act ("USERRA").

Late Retirement Date

Late Retirement Date means the first day of the month coinciding with or next following a Participant's actual Retirement Date after having reached Age 60.

Normal Retirement Date

Your Normal Retirement Date is the first day of the month coincident with or next following your 60th birthday.

Participant

Participant means any employee covered by a Collective Bargaining Agreement or other written agreement which provides for participation in the Plan.

Participating Employer

Participating Employer means any employer who is a party to a Collective Bargaining Agreement with the Union requiring contributions under the Plan or who otherwise agrees in writing to make contributions to the Plan on behalf of its employees.

Plan Year

Plan Year means the twelve-month period beginning on January 1 of each year and ending on December 31, except for the first Plan Year which began on June 1.

Total and Permanent Disability

Total and Permanent Disability means any disability for which you have been found to be entitled to disability benefits from the Social Security Administration.

Union

The Union means International Alliance of Theatrical Stage Employees Local 27.

Valuation Date

The Valuation Date is when the Board of Trustees determines the net worth of the assets comprising the Trust Fund as of a particular day. The last day of the Plan Year is a Valuation Date. The Board of Trustees may establish additional Valuation Dates.

Vested

Vested status means ownership of the money in your account. If you are 100% Vested in your account, you own all of the money in your account. If you became a Participant prior to May 9, 2016, you are fully Vested in your account upon entry into the Plan. If you became a Participant after May 9, 2016, you are fully Vested in your account after completing two Years of Service or

upon reaching Normal Retirement Age if you are still employed by a Participating Employer at the time.

Vested Terminated Participant

A Vested Terminated Participant is someone who is no longer working for a Participating Employer, has satisfied the criteria to become Vested, and has not yet received a full distribution of their account.

Year of Service

A Year of Service means a calendar year in which you have at least 500 Hours of Service for Plan Years after December 31, 2015, or at least 1,000 Hours of Service for Plan Years prior to January 1, 2016.

Note: This Summary Plan Description is a summary of the actual Plan Restatement. The text of the Pension Plan Restatement, as amended from time to time, and the other formal Plan documents, will govern all legal interpretations.

AMENDMENT AND RESTATEMENT
I.A.T.S.E. LOCAL 27 PROFIT SHARING PLAN AND TRUST

(Restated Effective January 1, 2014)

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The purpose of the I.A.T.S.E. Local 27 Profit Sharing Plan and Trust (the "Plan") is to provide retirement benefits to eligible employees and their beneficiaries, all as set forth herein and adopted as a part of this Plan.

The rules and regulations of the Plan initially became effective on June 1, 1994, and was previously restated as of January 1, 2009. The Plan, as set forth herein, constitutes an amendment and restatement of the Plan effective as of January 1, 2014. The Plan was amended to conform to the requirements of the all intervening applicable laws and to reflect certain administrative and conforming amendments.

ARTICLE I

DEFINITIONS

1.1 "Act" means the Employee Retirement Income Security Act of 1974, as it may be amended from time to time.

1.2 "Affiliated Employer" means any corporation which is a member of a controlled group of corporations (as defined in Code Section 414(b)) which includes an Employer; any trade or business (whether or not incorporated) which is under common control (as defined in Code Section 414(c)) with such Employer; any organization (whether or not incorporated) which is a member of an affiliated service group (as defined in Code Section 414(m)) which includes an Employer; and any other entity required to be aggregated with an Employer pursuant to Regulations under Code Section 414(o).

1.3 "Anniversary Date" means December 31st.

1.4 "Beneficiary" means the person to whom the share of a deceased Participant's total account is payable, subject to the restrictions of Sections 6.2 and 6.6.

1.5. "Code" means the Internal Revenue Code of 1986, as amended or replaced from time to time.

1.6 "Collective Bargaining Agreement" shall mean any Collective Bargaining Agreement existing between an Employer and the Union which provides for contributions to this Plan, as well as any extension or extensions, renewal or renewals of any such Collective Bargaining Agreement or any new Collective Bargaining Agreement which provides for contributions into this Plan.

1.7 "Compensation" with respect to any Participant means for limitation years after December 31, 1997, wages within the meaning of Code Section 3401(a) and all other payments of compensation to an Employee by his Employer (in the course of the Employer's trade or business) for which the Employer is required to furnish the Employee a written statement under Code Sections 6041(d), 6051(a)(3) and 6052, but determined without regard to any rules under Code Section 3401(a) that limit the

remuneration included in wages based on the nature or location of the employment or the services performed, and includes salary deferrals under a cafeteria plan under Code Sections 125, 132(f)(4), 402(e)(3), 402(k), 402(h)(1)(B) or 457 and employee elective salary deferrals under Code Section 402(g)(3), and excludes any benefits paid under this Plan.

For limitation years beginning on and after January 1, 2001, for purposes of applying the limitations described in this Section, Compensation paid or made available during such limitation years shall include elective amounts that are not includible in the gross income of the Employee by reason of Code Section 132(f)(4). The definition of Compensation in this Section shall apply for all purposes in the Plan including Code Section 415. For Plan Years beginning after December 31, 2001, the annual Compensation taken into account shall not exceed $200,000, as adjusted for increases in the cost of living in accordance with Section 401(a)(17)(B) of the Code. The cost of living adjustment in effect for a calendar year applies to annual Compensation for the determination period that begins with or within such calendar year.

Effective as of the first limitation year beginning after July 1, 2007, payments made within the two and one half months after severance from employment (within the meaning of Code Section 401(k)(2)(B)(i)(I) will be Compensation for purposes of calculating Code Section 415 limitations if they are payments that, absent a severance from employment, would have been paid to the Employee while the Employee continued in employment with the Employer and are regular compensation for services during the Employee's regular working hours, compensation for services outside the Employee's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar payments, vacation or bona fide sick leave or other leave, but only if the Employee would have been able to use the leave if employment had continued. Any payments not described herein or paid outside of the two and a half month period following severance from employment are not considered Compensation for purposes of calculating Code Section 415 limitations.

Compensation for purposes of calculating Code Section 415 limitations does not include payments to an individual who does not currently perform services for the Employer by reason of qualified service (as that term is used in Code Section 414(u) to the extent that those payments do not exceed the amounts the individual would have received if the Employee had continued to perform services for the Employer rather than entering qualified military service. Additionally, Compensation for such purposes does not include compensation paid to an Employee that is totally and permanently disabled (as defined in Code Section 11(e)(3).

Effective January 1, 2009, Compensation for the purposes calculating Code Section 415 limitations means, in addition to the above, "differential wage payments" as defined by Code Section 3401(h)(2).

1.8 "Contract" or "Policy" means any life insurance policy, retirement income or annuity policy, or annuity contract (group or individual) issued pursuant to the terms of the Plan.

1.9 "Early Retirement Date." This Plan does not provide for a retirement date prior to Normal Retirement Date.

1.10 RESERVED.

1.11 "Eligible Employee" shall mean any person within a bargaining unit represented by the Union who is covered by a Collective Bargaining Agreement between the Union and an Employer, and shall also include any other person employed by an Employer which has agreed to make contributions to this Plan on behalf of such person. An employee shall not be ineligible to participate in the Plan because of his participation in a labor dispute or because of his absence from work due to such labor dispute or because he is locked out by his Employer.

The term "Employee" also includes "Leased Employees" of an Employer within the meanings of Code Sections 414(n) or 414(o) unless such Leased Employees are covered by a Plan described in Code Section 414(n)(5) and such Leased Employees do not constitute more than 20% of the service recipient's non-highly compensated work force.

Effective January 1, 1997, "Leased Employee," as defined in Code Sections 414(n) or 414(o) means any person (other than an employee of the service recipient) who pursuant to an agreement between the service recipient and any other person ("leasing organization") has performed service for the recipient (or for the recipient and related persons, determined in accordance with Code Section 414(n)(6)), on a substantially full-time basis for a period of at least one year, and such services are performed under primary direction or control of the recipient. Contributions or benefits provided to a Leased Employee by the leasing organization which are attributable to services performed for the recipient employer shall be treated as provided by the recipient employer.

1.12 "Employer" shall mean:

(a) Any person, partnership, corporation, association or other business entity who now or hereafter has a Collective Bargaining Agreement with the Union under which it is required to make contributions to the Plan;

(b) Any political subdivision which, although it has no Collective Bargaining Agreement with the Union, has entered into a written or oral agreement with the Union, pursuant to which employees perform like duties to those of other Plan Participants are being compensated by the political subdivision as if they are working under a Collective Bargaining Agreement which required contributions to the Plan;

(c) The Union, the Plan, or any other jointly administered pension, health and welfare, vacation or other type or employee benefit plan to which the Union and an

Employer are a party, provided it is contractually obligated to make contributions to the Plan on behalf of its employees; or

(d) The Trustees to the extent that they act in the capacity of an Employer of their employees on whose behalf they make contributions to the Plan in accordance with a contractual obligation to do so.

Notwithstanding the above, the participation of all Employers and their employees in the Plan shall be on terms which the Trustees shall determine.

An Employer shall be required to sign a copy of this Agreement, or in some other manner acceptable to the Trustees, consent in writing to be bound by the terms of this Agreement.

For purposes of identifying highly compensated employees and applying the rules on participation, vesting and statutory limits on benefits under the Plan but not for determining Covered Employment, the term "Employer" includes all corporations, trades or businesses under common control with the Employer within the meaning of Section 414(b) and (c) of the Code, all members of an affiliated service group with the Employer within the meaning of §414(m) of the Code and all other businesses aggregated with the Employer under §414(o) of the Code.

1.13 RESERVED.

1.14 "Fiduciary" means any person or entity who (a) exercises any discretionary authority or discretionary control respecting management of the Plan or exercises any authority or control respecting management or disposition of its assets, (b) renders investment advice for a fee or other compensation, direct or indirect, with respect to any monies or other property of the Plan or has any authority or responsibility to do so, or (c) has any discretionary authority or discretionary responsibility in the administration of the Plan, including, but not limited to, the Trustees, an Employer and its representative body.

1.15 "Fiscal Year" means the 12 month period commencing on January 1st of each year and ending the following December 31st.

1.16 "Forfeiture." Under this Plan, Participant accounts are 100% Vested at all times.

1.17 "Former Participant" means a person who has been a Participant, but who has ceased to be a Participant for any reason.

1.18 RESERVED.

1.19 "Highly Compensated Employee" means each Employee who: (i) at any time during the Plan Year or the preceding Plan Year was a five-percent owner (as defined in Code Section 416(i)(1)) of an Employer; or (ii) for the preceding Plan Year received Compensation from

an Employer in excess of the amount set forth in Code Section 414(q)(1) (or such higher adjusted amount prescribed by the Secretary of the Treasury).

In determining who is a Highly Compensated Employee, "Compensation" shall be defined in accordance with Section 1.7 of the Plan.

For Plan Years prior to January 1, 1997 the status of an individual as a Highly Compensated Employee shall be determined in accordance with Code Section 414(q) and accompanying regulations.

1.20 RESERVED.

1.21 "Highly Compensated Participant" means any Highly Compensated Employee who is eligible to participate in the Plan.

1.22 "Hour of Service" means (1) each hour for which an Employee is directly or indirectly compensated or entitled to compensation by an Employer for the performance of duties during the applicable computation period; (2) each hour for which an Employee is directly or indirectly compensated or entitled to compensation by an Employer (irrespective of whether the employment relationship has terminated) for reasons other than performance of duties (such as vacation, holidays, sickness, jury duty, disability, lay-off, military duty or leave of absence) during the applicable computation period; (3) each hour for which back pay is awarded or agreed to by an Employer without regard to mitigation of damages. These hours will be credited to an Employee for the computation period or periods in which the award or agreement pertains rather than the computation period in which the award, agreement or payment is made. The same Hours of Service shall not be credited both under (1) or (2), as the case may be, and under (3).

Notwithstanding the above, (i) no more than 501 Hours of Service are required to be credited to an Employee on account of any single continuous period during which the Employee performs no duties (whether or not such period occurs in a single computation period); (ii) an hour of which an Employee is directly or indirectly paid, or entitled to payment, on account of a period during which no duties are performed is not required to be credited to the Employee if such payment is made or due under a plan maintained solely for the purpose of complying with applicable worker's compensation, or unemployment compensation or disability insurance laws; and (iii) Hours of Service are not required to be credited for a payment which solely reimburses an Employee for medical or medically related expenses incurred by the Employee.

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

An Hour of Service must be counted for the purpose of determining a Year of Service, a year of participation for purposes of accrued benefits, a 1-Year Break in Service and employment commencement date (or reemployment commencement date). In addition, Hours of Service will be credited for employment with other Affiliated Employers. The provisions of Department of Labor Regulation Sections 2530.200b-2(b) and (c) are incorporated herein by reference.

1.23 "Investment Manager" means an entity that (a) has the power to manage, acquire, or dispose of Plan assets and (b) acknowledges fiduciary responsibility to the Plan in writing. Such entity must be a person, firm, or corporation registered as an investment advisor under the Investment Advisors Act of 1940, a bank, or an insurance company.

1.24 "Late Retirement Date" means the first day of the month coinciding with or next following a Participant's actual Retirement Date after having reached his Normal Retirement Date.

1.25 RESERVED.

1.26 "Non-Highly Compensated Participant" means any Participant who is neither a Highly Compensated Employee nor a Family Member.

1.27 "Normal Retirement Age" means the Participant's 65th birthday.

1.28 "Normal Retirement Date" means the first day of the month coinciding with or next following the Participant's Normal Retirement Age.

1.29 "1-Year Break in Service" means the applicable computation period during which an Employee has not completed more than 500 Hours of Service with an Employer. Further, solely for the purpose of determining whether a Participant has incurred a 1-Year Break in Service, Hours of Service shall be recognized for "authorized leaves of absence" or for any other reasons provided by the Family Medical and Leave Act, and "maternity and paternity or family medical leaves of absence." Year of Service and 1-Year Breaks in Service shall be measured on the same computation period.

"Authorized leave of absence" means an unpaid, temporary cessation from active employment with an Employer pursuant to an established nondiscriminatory policy, whether occasioned by illness, military service, or any other reason.

A "maternity or paternity or family medical leave of absence" means, for Plan Years beginning after December 31, 1984, an absence of work for any period by reason of the Employee's pregnancy, birth of the Employee's child, placement of a child with the Employee in connection with the adoption of such child, or any absence for the purpose of caring for such child for a period immediately following such birth or placement or for any other reasons as provided by the Family Medical and Leave Act. For this purpose, Hours of Service shall be credited for the computation period in which the absence from

work begins, only if credit therefore is necessary to prevent the Employee from incurring a 1-Year Break in Service, or, in any other case, in the immediately following computation period. The Hours of Service credited for a "maternity or paternity leave of absence" shall be those which would normally have been credited but for such absence, or, in any case in which the Board of Trustees is unable to determine such hours normally credited, eight (8) Hours of Service per day. The total Hours of Service required to be credited for a "maternity or paternity leave of absence" shall not exceed 501.

1.30 "Participant" means any Eligible Employee who elects to participate in the Plan as provided in Section 3.2 and who has not for any reason become ineligible to participate further in the Plan.

1.31 "Participant's Account" means the account established and maintained by the Board of Trustees for each Participant with respect to his total interest in the Plan and Trust resulting from an Employer's contributions.

1.32 "Plan" means this instrument, including all amendments thereto.

1.33 "Plan Year" means the Plan's accounting year of twelve (12) months commencing on January 1st of each year and ending the following December 31st, except for the first Plan Year which commenced June 1st.

1.34 "Pre-Retirement Survivor Annuity" is an annuity for the life of the Participant's spouse, the payments under which must be equal to the amount of benefit which can be purchased with the accounts of a Participant used to provide the death benefit under the Plan, as provided in Section 6.6.

1.35 "Regulation" means the any regulation as promulgated by the Secretary of the Treasury or his delegate, or the Secretary of Labor or his delegate, and as amended from time to time.

1.36 "Retired Participant" means a person who has been a Participant, but who has become entitled to retirement benefits under the Plan.

1.37 "Retirement Date" means the date as of which a Participant retires for reasons other than Total and Permanent Disability, whether such retirement occurs on a Participant's Normal Retirement Date or Late Retirement Date (see Section 6.1).

1.38 "Terminated Participant" means a person who has been a Participant, but whose employment has been terminated other than by death, Total and Permanent Disability or retirement.

1.39 "Top Paid Group" means the top 20 percent of Employees who performed services for an Employer during the applicable year, ranked according to the amount of "415 Compensation" (determined for this purpose in accordance with Section 1.19) received

from an Employer during such year. All Affiliated Employers shall be taken into account as a single employer, and Leased Employees within the meaning of Code Sections 414(n)(2) and 414(o)(2) shall be considered Employees unless such Leased Employees are covered by a Plan described in Code Section 414(n)(5) and are not covered in any qualified plan maintained by an Employer. Employees who are non-resident aliens and who received no earned income (within the meaning of Code Section 911(d)(2)) from an Employer constituting United States source income within the meaning of Code Section 861(a)(3) shall not be treated as Employees. Additionally, for the purpose of determining the number of active Employees in any year, the following additional Employees shall also be excluded; however, such Employees shall still be considered for the purpose of identifying the particular Employees in the Top Paid Group:

(a) Employees with less than six (6) months of service;
(b) Employees who normally work less than 17 ½ hours per week;
(c) Employees who normal work less than six (6) months during a year; and
(d) Employees who have not yet attained age 21.

In addition, if 90 percent or more of the Employees of an Employer are covered under agreements the Secretary of Labor finds to be collective bargaining agreements between Employee representatives and an Employer, and the Plan covers only Employees who are not covered under such agreements, then Employees covered by such agreements shall be excluded from both the total number of active Employees as well as from the identification of particular Employees in the Top Paid Group.

The foregoing exclusions set forth in this Section shall be applied on a uniform and consistent basis for all purposes for which the Code Section 414(q) definition is applicable.

1.40 "Total and Permanent Disability" means a physical or mental condition of a Participant resulting from bodily injury, disease, or mental disorder which renders him incapable of continuing any gainful occupation and which condition constitutes total disability under the federal Social Security Acts.

1.41 "Board of Trustees" means the persons or entity named as Board of Trustees herein or in any separate trust forming a part of this Plan, and any successors.

1.42 "Trust Fund" means the assets of the Plan and Trust as the same shall exist from time to time.

1.43 "Vested" means the nonforfeitable portion of any account maintained on behalf of a Participant.

1.44 "Year of Service" means the computation period of twelve (12) consecutive months, herein set forth, during which an Employee has at least 1,000 Hours of Service.

For vesting purposes, the computation period shall be the Plan Year, including periods prior to the Effective Date of the Plan.

For all other purposes, the computation period shall be the Plan Year.
Notwithstanding the foregoing, for any short Plan Year, the determination of whether an Employee has completed a Year of Service shall be made in accordance with Department of Labor Regulation Section 2530.203-2(c).

Years of Service with any Affiliated Employer shall be recognized.

ARTICLE II

ADMINISTRATION

2.1 POWERS AND RESPONSIBILITIES OF THE BOARD OF TRUSTEES

(a) The Board of Trustees shall be empowered to appoint and remove, by a majority vote, a Trustee from time to time as it deems necessary for the proper administration of the Plan to assure that the Plan is being operated for the exclusive benefit of the Participants and their Beneficiaries in accordance with the terms of the Plan, the Code, and the Act.

(b) The Board of Trustees shall establish a "funding policy and method," i.e., it shall determine whether the Plan has a short run need for liquidity (e.g., to pay benefits) or whether the Plan has a short run need for liquidity (e.g., to pay benefits) or whether liquidity is a long run goal and investment growth (and stability of same) is a more current need, or shall appoint a qualified person to do so. Such "funding policy and method" shall be consistent with the objectives of this Plan and with the requirements of Title I of the Act.

(c) The Board of Trustees shall periodically review the performance of any Fiduciary or other person to whom duties have been delegated or allocated by it under the provisions of this Plan or pursuant to procedures established hereunder. This requirement may be satisfied by formal periodic review by a qualified person specifically designated by the Board of Trustees, through day-to-day conduct and evaluation, or through other appropriate ways.

(d) The primary responsibility of the Board of Trustees is to administer the Plan for the exclusive benefit of the Participants and their Beneficiaries, subject to the specific terms of the Plan. The Board of Trustees shall administer the Plan in accordance with its terms and shall have the power and discretion to construe the terms of the Plan and to determine all questions arising in connection with the administration, interpretation, and application of the Plan. Any such determination by the Board of Trustees shall be conclusive and binding upon all persons. The Board of Trustees may establish procedures, correct any defect, supply any information, or reconcile any inconsistency in

such manner and to such extent as shall be deemed necessary or advisable to carry out the purpose of the Plan; provided, however, that any procedure, discretionary act, interpretation or construction shall be done in a nondiscriminatory manner based upon uniform principles consistently applied and shall be consistent with the intent that the Plan shall continue to be deemed a qualified plan under the terms of Code Section 401(a), and shall comply with the terms of the Act and all regulations issued pursuant thereto. The Board of Trustees shall have all powers necessary or appropriate to accomplish their duties under this Plan.

(e) The Board of Trustees shall be charged with the duties of the general administration of the Plan, including, but not limited to, the following:

(1) the discretion to determine all questions relating to the eligibility of Employees to participate or remain a Participant hereunder and to receive benefits under the Plan;

(2) to compute and certify, the amount and the kind of benefits to which any Participant shall be entitled hereunder;

(3) to authorize and direct, with respect to all nondiscretionary or otherwise directed, disbursements from the Trust;

(4) to maintain all necessary records for the administration of the Plan;

(5) to interpret the provisions of the Plan and to make and publish such rules for regulation of the Plan as are consistent with the terms hereof;

(6) to determine the size and type of any Contract to be purchased from any insurer, and to designate the insurer from which such Contract shall be purchased;

(7) to compute and certify, from time to time, the sums of money necessary or desirable to be contributed to the Plan;

(8) to review the short and long-term liquidity needs of the Plan in order that the Board of Trustees can exercise any investment discretion in a manner designed to accomplish specific objectives;

(9) to prepare and distribute to Employees a procedure for notifying Participants and Beneficiaries of their rights to elect joint and survivor annuities and Pre-Retirement Survivor Annuities as required by the Act and Regulations thereunder;

(10) to assist any Participant regarding his rights, benefits, or elections available under the Plan.

2.2 RECORDS AND REPORTS

The Board of Trustees shall keep a record of all actions taken and shall keep all other books of account, records, and other data that may be necessary for proper administration of the Plan and shall be responsible for supplying all information and reports to the Internal Revenue Service, Department of Labor, Participants, Beneficiaries and others as required by law.

2.3 APPOINTMENT OF ADVISORS

The Board of Trustees may appoint counsel, advisors, and other persons as the Board of Trustees deems necessary or desirable in connection with the administration of this Plan.

The Board of Trustees may also retain an Investment Manager, as defined in Section 1.23, to whom it delegates responsibility for the assets under its management.

2.4 INFORMATION FROM BOARD OF TRUSTEES

The Board of Trustees shall obtain full and timely information on all matters relating to the Compensation of all Participants, their Hours of Service, their years of service, their retirement, death, disability, or termination of employment, and such other pertinent facts.

2.5 PAYMENT OF EXPENSES

All expenses of administration shall be paid out of the Trust Fund. Such expenses shall include any expenses incident to the functioning of the Trust Fund, including, but not limited to, fees of accountants, counsel, and other specialists and their agents, and other costs of administering the Plan. Until paid, the expenses shall constitute a liability of the Trust Fund.

2.6 CLAIMS PROCEDURE

All initial claims for benefits by a Participant or Beneficiary (hereinafter for purposes of this Section, the "Claimant") under the Plan must be in writing and sent to the Fund Office, to the attention of the Trustees. A decision regarding the claim will be made by the Trustees, or their duly authorized designee, within 90 days from the date the claim is received by the Fund Office, unless it is determined that special circumstances require an extension of time for processing the claim, not to exceed an additional 90 days. If such an extension is required, written notice of the extension will be furnished to the Claimant prior to expiration of the initial 90-day period. The notice of extension will indicate the special circumstances requiring the extension of time and the date by which the Trustees, or their duly authorized designee, expects to make a determination with respect to the claim. If the extension is required due to the Claimant's failure to submit information necessary to decide the claim, the period for making the determination will be tolled

from the date on which the extension notice is sent to the Claimant until the date on which the Claimant responds to the Fund Office's request for information.

2.7 CLAIMS REVIEW PROCEDURE

(a) A Claimant whose application for benefits under the Plan has been denied in whole or in part, will be provided with written notice of the determination, setting forth: (i) the specific reason (s) for the adverse benefit determination, with references to the specific Plan provisions on which the determination is based: (ii) a description of any additional material or information necessary for the claimant to perfect the claim (including an explanation as to why such material or information is necessary); and (iii) a description of the Fund's review procedures and the applicable time limits, as well as a statement of the claimant's right to bring a civil action under ERISA following an adverse benefit determination on review.

(b) If an adverse benefit determination is made by the Trustees, or their duly authorized designee, the Claimant (or his/her authorized representative) may request a review of the determination. All requests for review must be sent in writing to the Trustees within sixty (60) days after receipt of the notice of denial or other adverse benefit determination. In connection with the request for review, the Claimant (or his duly authorized representative) may submit written comments, documents, records and other information relating to the claim. In addition, the Claimant will be provided, upon written request and free of charge, with reasonable access to (and copies of) all documents, records, and other information relevant to the claim. The review by the Trustees will take into account all comments, documents, records and other information submitted by the Claimant relating to the claim.

(c) A decision on review will be made by the Trustees (or a committee designated by the Board of Trustees) no later than (i) the next Trustees meeting following receipt of the appeal or (ii) 60 days following the receipt of the appeal. The notice of the decision shall be provided no later than 60 days of the written request for review, unless special circumstances would make the rendering of a decision within the 60 day period unfeasible, but in no event shall the Board of Trustees render a decision regarding the denial of a claim for benefits later than 120 days after receipt of a request for review. The Board of Trustees shall have the right to receive extensions of time for filing the notices described in this Section set forth in applicable regulations at 29 CFR § 2560.503.

(d) If an adverse benefit determination is made on review, the notice will include (i) the specific reason(s) for the adverse benefit determination, with references to the specific Plan provisions on which the determination is based; (ii) a statement that the Claimant is entitled to receive, upon request and free of charge, reasonable access to (and copies of) all documents, records and other information relevant to the claim; and (iii) a statement of the Claimant's right to bring a civil action under Section 502 (a) of ERISA. The decision of the Trustees (or their designated committee) on review shall be final and binding on all parties.

(e) In the event the Trustees, or their duly authorized designee, fail to respond to an initial claim for benefits or an appeal thereof within the time frames applicable thereto, the claim or appeal shall be deemed denied for all purposes of this Section 16.6 as of the date on which the Trustees, or their duly authorized designee, would otherwise be required to respond to the claim or appeal.

ARTICLE III

ELIGIBILITY

3.1 CONDITIONS OF ELIGIBILITY AND PARTICIPATION

Any Eligible Employee shall participate hereunder on the date of his employment with an Employer or the Plan's Effective Date, whichever is later. The Board of Trustees shall give each prospective Eligible Employee written notice of his eligibility to participate in the Plan prior to close of the Plan Year in which he first becomes an Eligible Employee.

In the event an Employee who is not a member of an eligible class of Employees becomes a member of an eligible class, such Employee will participate immediately if such Employee would have otherwise previously become a Participant.

3.2 DETERMINATION OF ELIGIBILITY

The Board of Trustees shall determine the eligibility of each Employee for participation in the Plan based upon information furnished to the Board of Trustees. Such determination shall be conclusive and binding upon all persons, as long as the same is made pursuant to the Plan and the Act. Such determination shall be subject to review per Section 2.7.

3.3 TERMINATION OF ELIGIBILITY

(a) In the event a Participant shall go from a classification of an Eligible Employee to an Ineligible Employee, such Former Participant shall continue to vest in his interest in the Plan for each Year of Service completed while a non-Eligible Employee, until such time as his Participant's Account shall be distributed pursuant to the terms of the Plan. Additionally, his interest in the Plan shall continue to share in the earnings of the Trust Fund.

(b) In the event a Participant is no longer a member of an eligible class of Employees and becomes ineligible to participate, such Employee will participate immediately upon returning to an eligible class of Employees.

3.4 OMISSION OF ELIGIBLE EMPLOYEE

If, in any Plan Year, any Employee who should be included as a Participant in the Plan is erroneously omitted and discovery of such omission is not made until after a contribution by an Employer for the Plan Year has been made, an Employer shall make a subsequent contribution with respect to the omitted Employee in the amount which the said Employer would have contributed with respect to him had he not been omitted. Such contribution shall be made regardless of whether or not it is deductible in whole or in part in any taxable year under applicable provisions of the Code.

3.5 INCLUSION OF INELIGIBLE EMPLOYEE

If, in any Plan Year, any person who should not have been included as a Participant in the Plan is erroneously included and discovery of such incorrect inclusion is not made until after a contribution for the Plan Year has been made, an Employer shall not be entitled to recover the contribution made with respect to the ineligible person regardless of whether or not a deduction is allowable with respect to such contribution. In such event, the amount contributed with respect to the ineligible person shall constitute a Forfeiture for the Plan Year in which the discovery is made.

3.6 ELECTION NOT TO PARTICIPATE

An Employee may, subject to the approval of the Board of Trustees, elect voluntarily not to participate in the Plan. The election not to participate must be communicated to the Board of Trustees, in writing, at least thirty (30) days before the beginning of a Plan Year.

ARTICLE IV

CONTRIBUTION AND ALLOCATION

4.1 FORMULA FOR DETERMINING EMPLOYER'S CONTRIBUTION

(a) For each Plan Year an Employer shall contribute to the Plan an amount equal to a percentage of each Participant's wages in accordance with the terms of the Collective Bargaining Agreement. The percentage rate will be multiplied by each Participant's wage and deposited into the Plan.

(b) Notwithstanding the foregoing, however, an Employer's contribution for any Plan Year shall not exceed the maximum amount allowable as a deduction to an Employer under the provisions of Code Section 404. All contributions by an Employer shall be made in cash or in such property as is acceptable to the Board of Trustees.

(c) Each Employer's financial obligation to the Plan is limited to making continuing and proper payments to the Plan as required by the Collective Bargaining Agreement or

other written agreement to which each such Employer is a party. No Employer shall be liable for contributions required to be made by any other Employer, and subject to timely payment of contributions required by its Collective Bargaining Agreement or other agreement requiring it to contribute to the Plan, an Employer shall have no liability for funding or paying the benefits provided under the Plan. In no event shall the Union or any Employer, directly or indirectly, receive any refund on contributions made to the Plan, except in case of a bona fide mistake (and if a refund in such circumstances is permitted by applicable law and will not adversely affect the tax-exempt status of the Trust). Upon payment to the Board of Trustees, all responsibilities of each Employer for each of its contributions shall cease. The Employer's obligation under the Collective Bargaining Agreement or other agreement to contribute to the Plan shall not be subject to setoff or counterclaim by an Employer for any liability of the Union or an Employee to an Employer. No contributions received by the Plan shall be deemed wages due to Employees; provided, however, in the event of an Employer's insolvency or liquidation the preceding shall not act to preclude the collection of contributions pursuant to a priority, including but not limited to a priority allowed for "wages" if the law recognizes such contributions as "wages" for such purposes.

4.2 TIME OF PAYMENT OF EMPLOYER'S CONTRIBUTION

(a) The Board of Trustees shall establish a uniform system for the timely transmission by Employers of such reports and contributions as the Board of Trustees deem necessary, and shall also establish a periodic date on which such reports and contribution shall be due; provided, any such reporting contribution dates so established shall be consistent with an Employer's Collective Bargaining Agreements.

(b) The Board of Trustees shall notify any Employer of a delinquency, mistake or discrepancy in its report or contribution. With respect to Employers which refuse or fail to make contributions or a complete or correct report, the Board of Trustees shall have authority to take any action that they deem appropriate, including but not limited to one or more of the following actions:

(1) Establish rules and regulations providing for interest and liquidated damages to be added to any delinquent contributions and to take such legal action, including proceedings at law, in equity or, if the Board of Trustees so choose to submit the issue, in arbitration, as in their discretion may be necessary to collect contributions, interest and liquidated damages assessed by them and to recover from any delinquent contributor on behalf of the Plan all costs and reasonable attorney's fees incurred in connection therewith.

(2) Require an Employer who has been delinquent in its contributions to the Plan to deposit with the Board of Trustees in advance as a guarantee of the payment of monthly contributions, an amount equal to three times the estimated monthly contribution of such Employer as a condition to such Employer's continuing to participate in the Plan, and may require that said guarantee be

continuously maintained by such Employer as a condition of continuing to participate in the Plan. In the event any such Employee ceases to participate in this Plan, any excess of such guarantee over the contributions required of such Employer shall be returned to him.

(3) Terminate an Employer from further participation in the Plan by giving notice of termination to an Employer and the Employees of such Employer. Such notice shall state the cause for termination and shall state the date on which the benefits provided by the Plan for an Employer's Employees shall cease.

4.3 ALLOCATION OF CONTRIBUTIONS AND EARNINGS

(a) The Board of Trustees shall establish and maintain an account in the name of each Participant to which the Board of Trustees shall credit as of each Anniversary Date all amounts allocated to each such Participant as set forth herein.

(b) The Board of Trustees shall allocate the required contribution determined under the Collective Bargaining Agreement directly to each Participant's Account in accordance with the contribution determined for each Participant under the Collective Bargaining Agreement.

(c) As of each Anniversary Date or other valuation date, before allocation of one-half of an Employer's contributions for the entire Plan Year, any earnings or losses (net appreciation or net depreciation) of the Trust Fund shall be allocated in the same proportion that each Participant's and Former Participant's nonsegregated accounts bear to the total of all Participants' and Former Participants' nonsegregated accounts as of such date.

(d) Participants' transfers from other qualified plans deposited in the general Trust Fund shall share in any earnings and losses (net appreciation or net depreciation) of the Trust Fund in the same manner provided above. Each segregated account maintained on behalf of a Participant shall be credited or charged with its separate earnings and losses.

4.4 MAXIMUM ANNUAL ADDITIONS

(a) Limitation Years Beginning Before January 1, 2002

Anything herein to the contrary notwithstanding, the maximum permissible amount that may be added to the Individual Account of any Employee in any Plan Year shall be the lesser of (a) $30,000 or such larger amount as may be prescribed by regulations issued by the Secretary of the Treasury or (b) 25% of such Employee's compensation for such Plan Year. As used herein, compensation means earned income, wages, salaries, fees for professional services and other amounts received for personal services rendered in behalf of an Employer (including, but not limited to, commissions paid salesmen, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips and bonuses).

In addition to other applicable limitations set forth in the Plan, and notwithstanding any other provision of the Plan to the contrary, for Plan Years beginning on or after January 1, 1994, the annual compensation of each employee to be taken into account under the Plan shall not exceed the OBRA '93 annual compensation limit. The OBRA '93 annual compensation limit is $150,000, as adjusted by the Commissioner for increases in the cost of living in accordance with section 401(a)(17)(B) of the Internal Revenue Code. The cost-of-living adjustment in effect for a calendar year applies to any period, not exceeding 12 months, over which compensation is determined (determination period) beginning in such calendar year. If a determination period consists of fewer than 12 months, the OBRA '93 annual compensation limit will be multiplied by a fraction, the numerator of which is the number of months in the determination period, and the denominator of which is 12.

For Plan Years beginning on or after January 1, 1994, any reference in this Plan to the limitation under Section 401(a)(17) of the Code shall mean the OBRA '93 annual compensation limit set forth in this provision.

If compensation for any prior determination period is taken into account in determining an employee's benefits accruing in the current Plan Year, the compensation for that prior determination period is subject to the OBRA '93 annual compensation limit in effect for that prior determination period. For this purpose, for determination periods beginning before the first day of the first Plan Year, the OBRA '93 annual compensation limit is $150,000.

The Trustees shall be entitled to rely on a representation by an Employer that the benefits payable to an Employee participating under this Plan, to the extent attributable to employment with that Employer, do not, together with any other pension benefits payable to him under any other plan maintained by that Employer, exceed the limits of Section 415 of the Internal Revenue Code.

The Trustees shall be entitled to rely on a representation by an Employer that the contributions and benefits payable with respect to a Plan Participant, to the extent attributable to employment with that Employer, do not, together with any other pension benefits payable to the Participant under any other plan maintained by that Employer, exceed the limits of Section 415 of the Code.

To extent permitted by Section 1.415-6(b)(6) of the Regulations, excess annual additions to the Plan shall be treated pursuant to Section 1.415-6(b)(6)(iv) of the Regulations.

(b) Limitation Years Beginning After December 31, 2001. Notwithstanding the foregoing, the following will apply for limitation years beginning after December 31, 2001:

(1) The annual addition that may be contributed or allocated to a Participant's account under the Plan for any limitation year beginning after December 31, 2001 shall not exceed the lesser of:

(A) $40,000, as adjusted for increases in the cost-of-living under Section 415(d) of the Code, or

(B) 100 percent of the Participant's compensation with the meaning of Section 415(c)(3) of the Code, for the limitation year.

(2) The compensation limit referred to in Section (1)(B) shall not apply to any contribution for medical benefits after separation for service (within the meaning of Section 401(h) or Section 419A(f)(2) of the Code) which is otherwise treated as an annual addition.

(3) The annual compensation of each Participant taken into account in determining allocations for any Plan Year beginning after December 31, 2001, shall not exceed $100,000, as adjusted for cost-of-living increases in accordance with Section 401(a)(17)(B) of the Code. Annual compensation means compensation during the Plan Year or such other consecutive 12-month period over with compensation is otherwise determined under the Plan (the determination period). The cost-of-living adjustment in effect for a calendar year applies to annual compensation for the determination period that begins with or within such calendar year.

(4) For purposes of this Section, the words "annual addition" mean the sum of the contributions and Forfeitures allocated to a Participant's account during any limitation year. Annual additions will not include a direct transfer or any contribution made by an Employee that qualifies under law as a rollover contribution (as described in Code Sections 401(a)(31), 402(c)(1), 403(a)(4), 403(b)(8), 408(d)(3) and 457(e)(16), repayments of loans made to a Participant from the Plan; and repayment of contributions to a government plan (as defined in Code Section 414(d) as described in Code Section 415(k)(3), as well as, employer restorations of benefits that are required pursuant to such repayment.

(c) Limitation Years Beginning After July 1, 2007. Notwithstanding the foregoing, the following will apply for limitation years beginning after July 1, 2007:

(1) The Plan's definition of "annual addition" is modified for purposes of Code Section 415 to exclude restorative payments. A restorative payment is a payment made to restore losses to a Plan resulting from actions by a fiduciary for which there is a reasonable risk of liability for breach of a fiduciary duty under ERISA or under other applicable federal or state law, where employees who are similarly situated are treated similarly with respect to the payments. Generally, payments are restorative payments only if the payments are made in order to restore some or all of the Plan's losses due to an action (or failure to act) that creates a reasonable risk of liability for such a breach of fiduciary duty (other than a breach of fiduciary duty arising from failure to remit contributions to the Plan). This includes payments to a plan made pursuant to a Department of Labor order,

the Department of Labor's Voluntary Fiduciary Correction Program, or a court-approved settlement, to restore losses to a qualified defined contribution plan on account of the breach of fiduciary duty (other than a breach of fiduciary duty arising from the failure to remit contributions to the Plan). Payments made to the Plan to make up for losses due merely to market fluctuations or other payments that are not on account of a reasonable risk of liability for breach of fiduciary duty under ERISA are not restorative payments and generally constitute contributions that are considered annual additions.

(2) For purposes of applying the limitations of Code Section 415, all defined contribution plans (without regard to whether a plan has been terminated) ever maintained by an Employer (including a predecessor Employer) under which the Participant receives annual additions are treated as one defined contribution plan.

(3) If annual additions (within the meaning of Code Section 415) are exceeded for any Employee, then the Plan may only correct such excess in accordance with the Employee Plans Compliance Resolution System (EPCRS) as set for in Revenue Procedure 2006-27 as updated in 2008-50 and any superseding guidance.

4.5 RESERVED

4.6 TRANSFERS FROM QUALIFIED PLANS

(a) Amounts may be transferred from other qualified plans by Participants, provided that the trust from which such funds are transferred permits the transfer to be made and the transfer will not jeopardize the tax exempt status of the Plan or Trust or create adverse tax consequences for the Board of Trustees. The amounts transferred shall be set up in a separate account herein referred to as a "Participant's Rollover Account." Such account shall be fully Vested at all times and shall not be subject to Forfeiture for any reason.

(b) Amounts in a Participant's Rollover Account shall be held by the Board of Trustees pursuant to the provisions of this Plan and may not be withdrawn by, or distributed to the Participant, in whole or in part, except at provided in paragraphs (c) and (d) of this Section.

(c) Except as permitted by Regulations (including Treasury Regulation Section 1.411(d)-4), amounts attributable to elective contributions (as defined in Treasury Regulation Section 1.401(k)-1(g)(3)), including amounts treated as elective contributions, which are transferred from another qualified plan in a plan-to-plan transfer shall be subject to the distribution limitations provided for in Treasury Regulation Section 1.401(k)-1(d).

(d) At Normal Retirement Date, or such other date when the Participant or his Beneficiary shall be entitled to receive benefits, the fair market value of the Participant's Rollover Account shall be used to provide additional benefits to the Participant or his Beneficiary. Any distributions of amounts held in a Participant's Rollover Account shall be made in a manner which is consistent with and satisfies the provisions of Section 6.5, including, but not limited to, all notice and consent requirements of Code Sections 417 and 411(a)(11) and the Regulations thereunder. Furthermore, such amounts shall be considered as part of a Participant's benefit in determining whether an involuntary cashout of benefits without Participant consent may be made.

(e) The Board of Trustees may direct that employee transfers made after a valuation date be segregated into a separate account for each Participant in a federally insured savings account, certificate of deposit in a bank or savings and loan association, money market certificate, or other short term debt security acceptable to the Board of Trustees until such time as the allocations pursuant to this Plan have been made, at which time they may remain segregated or be invested as part of the general Trust Fund, to be determined by the Board of Trustees.

(f) For purposes of this Section, the term "qualified plan" shall mean any tax qualified plan under Code Section 401(a). The term "amounts transferred from other qualified plans" shall mean: (i) amounts transferred to this Plan directly from another qualified plan; (ii) distributions from another qualified plan which are eligible rollover distributions and which are either transferred by the Employee to this Plan within sixty (60) days following his receipt thereof or are transferred pursuant to a direct rollover; (iii) amounts transferred to this Plan from a conduit individual retirement account provided that the conduit individual retirement account has no assets other than assets which (A) were previously distributed to the Employee by another qualified plan as a lump-sum distribution (B) were eligible for tax-free rollover to a qualified plan and (C) were deposited in such conduit individual retirement account within sixty (60) days of receipt thereof and other than earnings on said assets; and (iv) amounts distributed to the Employee from a conduit individual retirement account meeting the requirements of clause (iii) above, and transferred by the Employee to this Plan within sixty (60) days of his receipt thereof from such conduit individual retirement account.

(g) Prior to accepting any transfers to which this Section applies, the Board of Trustees may require the Employee to establish that the amounts to be transferred to this Plan meet the requirements of this Section and may also require the Employee to provide an opinion of counsel satisfactory to an Employer that the amounts to be transferred meet the requirements of this Section.

(h) Notwithstanding anything herein to the contrary, a transfer directly to this Plan from another qualified plan (or transaction having the effect of such a transfer) shall only be permitted if it will not result in the elimination or reduction of any "Section 411(d)(6) protected benefit" as described in Section 8.1.

(i) Notwithstanding the foregoing, the following will apply to rollover contributions and/or direct rollovers of distributions made after December 31, 2001:

(1) The Plan will accept a direct rollover of an eligible rollover distribution from:

(A) A qualified plan described in Sections 401(a) or 403(a) of the Code, excluding after-tax employee contributions;

(B) Any annuity contract described in Section 403(b) of the Code, excluding after-tax employee contributions; or

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

(2) Participant Rollover Contributions from Other Plans: The Plan will accept a Participant contribution of an eligible rollover distribution from:

(A) A qualified plan described in Sections 401(a) or 403(a) of the Code;

(B) An annuity contract described in Section 403(b) of the Code; or

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

(3) Participant Rollover Contributions from IRAs: The Plan will accept a participant rollover contribution of the portion of a distribution form an individual retirement account or annuity described in section 408(a) or 408(b) of the Code that is eligible to be rolled over and would otherwise be includible in gross income.

ARTICLE V

VALUATIONS

5.1 VALUATION OF THE TRUST FUND

The Board of Trustees as of each Anniversary Date, and at such other date or dates deemed necessary by the Board of Trustees, herein called "valuation date" to determine the net worth of the assets comprising the Trust Fund as it exists on the "valuation date." In determining such net worth, the Board of Trustees shall value the assets comprising the Trust Fund at their fair market value as of the "valuation date" and shall deduct all

expenses for which the Board of Trustees has not yet obtained reimbursement from an Employer or the Trust Fund.

5.2 METHOD OF VALUATION

In determining the fair market value of securities held in the Trust Fund which are listed on a registered stock exchange, the Board of Trustees shall value such securities at the same prices they were last traded on such exchange preceding the close of business on the "valuation date." If such securities were not traded on the "valuation date," or if the exchange on which they are traded was not open for business on the "valuation date," then the securities shall be valued at the prices at which they were last traded prior to the "valuation date." Any unlisted security held in the Trust Fund shall be valued at its bid price next preceding the close of business on the "valuation date," which bid price shall be obtained from a registered broker or an investment banker. In determining the fair market value of assets other than securities for which trading or bid prices can be obtained, the Board of Trustees may appraise such assets itself, or in its discretion, employ one or more appraisers for that purpose and rely on the values established by such appraiser or appraisers.

ARTICLE VI

DETERMINATION AND DISTRIBUTION OF BENEFITS

6.1 DETERMINATION OF BENEFITS UPON RETIREMENT

Every Participant may terminate his employment with an Employer and retire for the purposes hereof on his Normal Retirement Date. However, a Participant may postpone the termination of his employment with an Employer to a later date, in which event the participation of such Participant in the Plan, including the right to receive allocations pursuant to Section 4.3, shall continue until his Late Retirement Date. Upon a Participant's Retirement Date or attainment of his Normal Retirement Date without termination of employment with an Employer, or as soon thereafter as is practicable, the Board of Trustees shall distribute all amounts credited to such Participant's Account in accordance with Section 6.5.

6.2 DETERMINATION OF BENEFITS UPON DEATH

(a) Upon the death of a Participant before his Retirement Date or other termination of his employment, the Board of Trustees, in accordance with the provisions of Sections 6.6 and 6.7, shall distribute the value of the deceased Participant's accounts to the Participant's Beneficiary.

(b) Upon the death of a Former Participant, the Board of Trustees shall direct in accordance with the provisions of Sections 6.6 and 6.7, the distribution of any remaining

amounts credited to the accounts of a deceased Former Participant to such Former Participant's Beneficiary.

(c) The Board of Trustees may require such proper proof of death and such evidence of the right of any person to receive payment of the value of the account of a deceased Participant or Former Participant as the Board of Trustees may deem desirable. The Board of Trustees' determination of death and of the right of any person to receive payment shall be conclusive.

(d) Unless otherwise elected in the manner prescribed in Section 6.6, the Beneficiary of the death benefit shall be the Participant's spouse, who shall receive such benefit in the form of a Pre-Retirement Survivor Annuity pursuant to Section 6.6. Except, however, the Participant may designate a Beneficiary other than his spouse if:

(1) the Participant and his spouse have validly waived the Pre-Retirement Survivor Annuity in the manner prescribed in Section 6.6, and the spouse has waived his or her right to be the Participant's Beneficiary; or

(2) the Participant is legally separated pursuant to a court order or has been abandoned (within the meaning of local law) and the Participant has a court order to such effect (and there is no "qualified domestic relations order" as defined in Code Section 414(p) which provides otherwise); or

(3) the Participant has no spouse; or

(4) the spouse cannot be located.

In such event, the designation of a Beneficiary shall be made on a form satisfactory to the Board of Trustees. A Participant may at any time revoke his designation of a Beneficiary or change his Beneficiary by filing written notice of such revocation or change with the Board of Trustees. However, the Participant's spouse (subject to the exceptions listed above) must again consent in writing to any change in Beneficiary unless the original consent acknowledged that the spouse voluntarily elected to relinquish such right. In the event no valid designation of Beneficiary exists at the time of the Participant's death, the death benefit shall be payable to his estate.

6.3 DETERMINATION OF BENEFITS IN EVENT OF DISABILITY

In the event of a Participant's Total and Permanent Disability prior to his Retirement Date or other termination of his employment, the Board of Trustees, in accordance with the provisions of Sections 6.5 and 6.7, shall distribute to such Participant all amounts credited to such Participant's Account as though he had retired.

6.4 DETERMINATION OF BENEFITS UPON TERMINATION

(a) On or before the Anniversary Date coinciding with or subsequent to the termination of a Participant's employment for any reason other than death, Total and Permanent Disability or retirement, the Board of Trustees may segregate the amount of such Terminated Participant's Account and invest the aggregate amount thereof in a separate, federally insured savings account, certificate of deposit, common or collective trust fund of a bank or a deferred annuity. In the event the Participant's Account is not segregated, the amount shall remain in a separate account for the Terminated Participant and share in allocations pursuant to Section 4.3 until such time as a distribution is made to the Terminated Participant.

Distribution of the funds due to a Terminated Participant shall be made on the occurrence of an event which would result in the distribution had the Terminated Participant remained in the employ of an Employer (upon the Participant's death, Total and Permanent Disability or Normal Retirement). However, at the election of the Participant, the Board of Trustees shall cause the entire portion of the Terminated Participant's Account to be payable to such Terminated Participant after the Anniversary Date following a 1-Year Break in Service. Any distribution under this paragraph shall be made in a manner which is consistent with and satisfies the provisions of Section 6.5, including, but not limited to, all notice and consent requirements of Code Sections 417 and 411(a)(11) and the Regulations thereunder.

If the value of a Terminated Participant's benefit does not exceed $1,000 ($5,000 for distributions prior to January 1, 2005) and has never exceeded $1,000 ($5,000 for distributions prior to January 1, 2005) at the time of any prior distribution, the Board of Trustees shall cause the entire benefit to be paid to such Participant in a single lump sum.

(b) A Participant shall become fully Vested in his Participant's Account immediately upon entry into the Plan.

(c) The computation of a Participant's nonforfeitable percentage of his interest in the Plan shall not be reduced as the result of any direct or indirect amendment to this Plan. For this purpose, the Plan shall be treated as having been amended if the Plan provides for an automatic change in vesting due to a change in top heavy status. In the event that the Plan is amended to change or modify any vesting schedule, a Participant with at least three (3) Years of Service as of the expiration date of the election period may elect to have his nonforfeitable percentage computed under the Plan without regard to such amendment. If a Participant fails to make such election, then such Participant shall be subject to the new vesting schedule. The Participant's election period shall commence on the adoption date of the amendment and shall end 60 days after the latest of:

(1) the adoption date of the amendment;

(2) the effective date of the amendment; or

(3) the date the Participant receives written notice of the amendment from the Board of Trustees.

(d) If any Former Participant shall be reemployed by an Employer, he shall continue to participate in the Plan in the same manner as if such termination has not occurred.

6.5 DISTRIBUTION OF BENEFITS

(a) (1) Unless otherwise elected as provided below, a Participant who is married on the "annuity starting date" and who does not die before the "annuity starting date" shall receive the value of all of his benefits in the form of a joint and survivor annuity. The joint and survivor annuity is an annuity that commences immediately and shall be equal in value to a single life annuity. Such joint and survivor benefits following the Participant's death shall continue to the spouse during the spouse's lifetime at a rate equal to 50% of the rate at which such benefits were payable to the Participant. This joint and 50% survivor annuity shall be considered the designated qualified joint and survivor annuity and automatic form of payment for the purposes of this Plan. However, the Participant may elect to receive a smaller annuity benefit with continuation of payments to the spouse at a rate of seventy-five percent (75%) or one hundred percent (100%) of the rate payable to a Participant during his lifetime, which alternative joint and survivor annuity shall be equal in value to the automatic joint and 50% survivor annuity. An unmarried Participant shall receive the value of his benefit in the form of a life annuity. Such unmarried Participant, however, may elect in writing to waive the life annuity. The election must comply with the provisions of this Section as if it were an election to waive the joint and survivor annuity by a married Participant, but without the spousal consent requirement. The Participant may elect to have the annuity provided for in this Section distributed upon attainment of the "earliest retirement age" under the Plan. The "earliest retirement age" is the earliest date on which, under the Plan, the Participant could elect to receive retirement benefits.

(2) Any election to waive the joint and survivor annuity must be made by the Participant in writing during the election period and be consented to by the Participant's spouse. If the spouse is legally incompetent to give consent, the spouse's legal guardian, even if such guardian is the Participant, may give consent. Such election shall designate a Beneficiary (or a form of benefits) that may not be changed without spousal consent (unless the consent of the spouse expressly permits designations by the Participant without the requirement of further consent by the spouse). Such spouse's consent shall be irrevocable and must acknowledge the effect of such election and be witnessed by a Plan representative or a notary public. Such consent shall not be required if it is established to the satisfaction of the Board of Trustees that the required consent cannot be obtained because there is no spouse, the spouse cannot be located, the

Participant is legally separated pursuant to a Court Order or has been abandoned as described in Section 6.2(d)(2), or other circumstances that may be prescribed by Regulations. The election made by the Participant and consented to by his spouse may be revoked by the Participant in writing without the consent of the spouse at any time during the election period. The number of revocations shall not be limited. Any new election must comply with the requirements of this paragraph. A former spouse's waiver shall not be binding on a new spouse.

(3) The election period to waive the joint and survivor annuity shall be the 90 day period ending on the "annuity starting date."

(4) For purposes of this Section, the "annuity starting date" means the first day of the first period for which an amount is paid as an annuity, or, in the case of a benefit not payable in the form of an annuity, the first day on which all events have occurred which entitle the Participant to such benefit.

(5) With regard to the election, the Board of Trustees shall provide to the Participant no less than 30 days and no more than 90 days before the "annuity starting date" a written explanation of:

(A) the terms and conditions of the joint and survivor annuity, and

(B) the Participant's right to make, and the effect of, an election to waive the joint and survivor annuity, and

(C) the right of the Participant's spouse to consent to any election to waive the joint and survivor annuity, and

(D) the right of the Participant to revoke such election, and the effect of such revocation.

(b) In the event a married Participant duly elects pursuant to paragraph (a)(2) above not to receive his benefit in the form of a joint and survivor annuity, or if such Participant is not married, in the form of a life annuity, the Board of Trustees, pursuant to election of the Participant, shall distribute to a Participant or his Beneficiary any amount to which he is entitled under the Plan in one or more of the following methods:

(1) One lump sum payment in cash;

(2) Payments over a period in monthly, quarterly, semiannual, or annual cash installments. In order to provide such installments payments, the Board of Trustees may (A) segregate the aggregate amount thereof in a separate, federally insured savings account, certificate of deposit in a bank or savings and loan association, money market certificate or other liquid short-term security or (B) purchase a nontransferable annuity contract for a term certain (with no life

contingencies) providing for such payment. The period over which such payment is to be made shall not extend beyond the Participant's life expectancy (or the life expectancy of the Participant and his designated Beneficiary).

(3) Purchase of or providing an annuity. However, such annuity may not be in any form that will provide for payments over a period extending beyond either the life of the Participant (or the lives of the Participant and his designated Beneficiary) or the life expectancy of the Participant (or the life expectancy of the Participant and his designated Beneficiary).

(c) The present value of a Participant's joint and survivor annuity may not be paid without the Participant's written consent if the value exceeds, or has ever exceeded, $1,000 ($5,000 for distributions prior to January 1, 2005) at the time of any prior distribution. Further, the spouse of a Participant must consent in writing to any immediate distribution. If the value of the Participant's benefit does not exceed $1,000 ($5,000 for distributions prior to January 1, 2005) and has never exceeded $1,000 ($5,000 for distributions prior to January 1, 2005) at the time of any prior distribution, the Board of Trustees may immediately distribute such benefit without such Participant's consent. No distribution may be made under the preceding sentence after the "annuity starting date" unless the Participant and his spouse consent in writing to such distribution. Any written consent required under this paragraph must be obtained not more than 90 days before commencement of the distribution and shall be made in a manner consistent with Section 6.5(a)(2).

(d) Any distribution to a Participant who has a benefit which exceeds, or has ever exceeded, $1,000 ($5,000 for distributions prior to January 1, 2005) at the time of any prior distribution shall require such Participant's consent if such distribution commences prior to the later of his Normal Retirement Age or age 62. With regard to this required consent:

(1) No consent shall be valid unless the Participant has received a general description of the material features and an explanation of the relative values of the optional forms of benefit available under the Plan that would satisfy the notice requirements of Code Section 417.

(2) The Participant must be informed of his right to defer receipt of the distribution. If a Participant fails to consent, it shall be deemed an election to defer the commencement of payment of any benefit. However, any election to defer the receipt of benefits shall not apply with respect to distributions which are required under Section 6.5(e).

(3) Notice of the rights specified under this paragraph shall be provided no less than 30 days and no more than 90 days before the "annuity starting date."

(4) Written consent of the Participant to the distribution must not be made before the Participant receives the notice and must not be made more than 90 days before the "annuity starting date."

(5) No consent shall be valid if a significant detriment is imposed under the Plan on any Participant who does not consent to the distribution.

(e) Notwithstanding any provision in the Plan to the contrary, the distribution of a Participant's benefits, whether under the Plan or through the purchase of an annuity contract, shall be made in accordance with the following requirements and shall otherwise comply with Code Section 401(a)(9) and the Regulations thereunder (including Treasury Regulation Section 1.401(a)(9)-2), the provisions of which are incorporated herein by reference:

(1) A Participant's benefits shall be distributed to him no later than April 1st of the calendar year following the later of (i) the calendar year in which the Participant attains age 70½ or (ii) the calendar year in which the Participant retires, provided, however, that this clause (ii) shall not apply in the case of a Participant who is a "five (5) percent owner". Alternatively, distributions to a Participant must begin no later than the applicable April 1st as determined under the preceding sentence and must be made over the life of the Participant (or the lives of the Participant and the Participant's designated Beneficiary) or the life expectancy of the Participant (or the life expectancies of the Participant and his designated Beneficiary) in accordance with applicable Regulations which are incorporated herein by reference. A Participant shall be deemed a five-percent owner if he or she is a five-percent owner as defined by Code Section 416(i) at any time during the Plan Year ending with or within the calendar year in which such Participant attains age 70½. Once distributions have begun to a Participant who is five-percent owner under this Section, they must continue to be distributed, even if the Participant ceases to be a five-percent owner in a subsequent year.

(2) Distributions to a Participant and his Beneficiaries shall only be made in accordance with the incidental death benefit requirements of Code Section 401(a)(9)(G) and the Regulations thereunder.

(f) For purposes of this Section, the life expectancy of a Participant and a Participant's spouse (other than in the case of a life annuity) may, at the election of the Participant or the Participant's spouse, be redetermined in accordance with Regulations. The election, once made, shall be irrevocable. If no election is made by the time distributions must commence then the life expectancy of the Participant and the Participant's spouse shall not be subject to recalculation. Life expectancy and joint and last survivor expectancy shall be computed using the return multiples in Tables V and VI of Treasury Regulation Section 1.72-9.

(g) All annuity Contracts under this Plan shall be nontransferable when distributed. Furthermore, the terms of any annuity Contract purchased and distributed to a Participant or spouse shall comply with all of the requirements of the Plan.

6.6 DISTRIBUTION OF BENEFITS UPON DEATH

(a) Unless otherwise elected as provided below, a Vested Participant who dies before the annuity starting date and who has a surviving spouse shall have his death benefit paid to his surviving spouse in the form of a Pre-Retirement Survivor Annuity. The Participant's spouse may direct that payment of the Pre-Retirement Survivor Annuity commence within a reasonable period after the Participant's death. If the spouse does not so direct, payments of such benefit will commence at the time the Participant would have attained the later of his Normal Retirement Age or age 62. However, the spouse may elect a later commencement date. Any distribution to the Participant's spouse shall be subject to the rules specified in Section 6.6(g).

(b) Any election to waive the Pre-Retirement Survivor Annuity before the Participant's death must be made by the Participant in writing during the election period and shall require the spouse's irrevocable consent in the same manner provided for in Section 6.5(a)(2). Further, the spouse's consent must acknowledge the specific nonspouse Beneficiary. Notwithstanding the foregoing, the nonspouse Beneficiary need not be acknowledged, provided the consent of the spouse acknowledges that the spouse has the right to limit consent only to a specific Beneficiary and that the spouse voluntarily elects to relinquish such right.

(c) The election period to waive the Pre-Retirement Survivor Annuity shall begin on the first day of the Plan Year in which the Participant attains age 35 and end on the date of the Participant's death. An earlier waiver (with spousal consent) may be made provided a written explanation of the Pre-Retirement Survivor Annuity is given to the Participant and such waiver becomes invalid at the beginning of the Plan Year in which the Participant turns age 35. In the event a Vested Participant separates from service prior to the beginning of the election period, the election period shall begin on the date of such separation from service.

(d) With regard to the election, the Board of Trustees shall provide each Participant within the applicable period, with respect to such Participant (and consistent with Regulations), a written explanation of the Pre-Retirement Survivor Annuity containing comparable information to that required pursuant to Section 6.5(a)(5). For the purposes of this paragraph, the term "applicable period" means, with respect to a Participant, whichever of the following periods ends last:

(1) The period beginning with the first day of the Plan Year in which the Participant attains age 32 and ending with the close of the Plan Year preceding the Plan Year in which the Participant attains age 35;

(2) A reasonable period after the individual becomes a Participant;

(3) A reasonable period ending after the Plan no longer fully subsidizes the cost of the Pre-Retirement Survivor Annuity with respect to the Participant;

(4) A reasonable period ending after Code Section 401(a)(11) applies to the Participant; or

(5) A reasonable period after separation from service in the case of a Participant who separates before attaining age 35. For this purpose, the Board of Trustees must provide the explanation beginning one year before the separation from service and ending one year after such separation. If such Participant thereafter returns to employment with an Employer, the applicable period for such Participant shall be redetermined.

For purposes of applying this Section 6.6(d), a reasonable period ending after the enumerated events described in paragraphs (2), (3) and (4) is the end of the two year period beginning one year prior to the date the applicable event occurs, and ending one year after that date.

(e) If the present value of the Pre-Retirement Survivor Annuity derived from Employer contributions does not exceed $1,000 ($5,000 for distributions prior to January 1, 2005) and has never exceeded $1,000 ($5,000 for distributions prior to January 1, 2005) at the time of any prior distribution, the Board of Trustees shall direct the immediate distribution of such amount to the Participant's spouse. No distribution may be made under the preceding sentence after the annuity starting date unless the spouse consents in writing. If the value exceeds, or has ever exceeded, $1,000 ($5,000 for distributions prior to January 1, 2005) at the time of any prior distribution, an immediate distribution of the entire amount may be made to the surviving spouse, provided such surviving spouse consents in writing to such distribution. Any written consent required under this paragraph must be obtained not more than 90 days before commencement of the distribution and shall be made in a manner consistent with Section 6.5(a)(1).

(f) (1) In the event the death benefit is not paid in the form of a Pre-Retirement Survivor Annuity, it shall be paid to the Participant's Beneficiary by either of the following methods, as elected by the Participant (or if no election has been made prior to the Participant's death, by his Beneficiary), subject to the rules specified in Section 6.6(g).

(A) One lump sum payment in cash;

(B) Payment in monthly, quarterly, semi-annual, or annual cash installments over a period to be determined by the Participant or his Beneficiary. After periodic installments commence, the Beneficiary shall have the right to direct the Board of Trustees to reduce the period over

which such periodic installments shall be made, and the Board of Trustees shall adjust the cash amount of such periodic installments accordingly.

(2) In the event the death benefit payable pursuant to Section 6.2 is payable in installments, then upon the death of the Participant, the Board of Trustees may segregate the death benefit into a separate account, and the Board of Trustees shall invest such segregated account separately, and the funds accumulated in such account shall be used for the payment of the installments.

(g) Notwithstanding any provision in the Plan to the contrary, distributions upon the death of a Participant shall be made in accordance with the following requirements and shall otherwise comply with Code Section 401(a)(9) and the Regulations thereunder. If the death benefit is paid in the form of a Pre-Retirement Survivor Annuity, then distributions to the Participant's surviving spouse must commence on or before the later of: (1) December 31st of the calendar year immediately following the calendar year in which the Participant died; or (2) December 31st of the calendar year in which the Participant would have attained age 70½. If it is determined pursuant to Regulations that the distribution of a Participant's interest has begun and the Participant dies before his entire interest has been distributed to him, the remaining portion of such interest shall be distributed at least as rapidly as under the method of distribution selected pursuant to Section 6.5 as of his date of death. If a Participant dies before distributions are deemed to have begun pursuant to Regulations (and distributions are not to be made in the form of a Pre-Retirement Survivor Annuity), then his death benefit shall be distributed to his Beneficiaries by December 31st of the calendar year in which the fifth anniversary of his date of death occurs.

However, the 5-year distribution requirement of the preceding paragraph shall not apply to any portion of the deceased Beneficiary. In such event, such portion may, at the election of the Participant (or the Participant's designated Beneficiary) provided such distribution begins no later than December 31st of the calendar year immediately following the calendar year in which the Participant died. However, in the event the Participant's spouse (determined as of the date of the Participant's death) is his Beneficiary, the requirement that distributions commence within one year of a Participant's death shall not apply. In lieu thereof, distributions must commence on or before the later of: (1) December 31st of the calendar year immediately following the calendar year in which the Participant died; or (2) December 31st of the calendar year in which the Participant would have attained age 70½. If the surviving spouse dies before distributions to such spouse begin, then the 5-year distribution requirement of this Section shall apply as if the spouse was the Participant.

(h) For purposes of Section 6.6(g), the election by a designated Beneficiary to be excepted from the 5-year distribution requirement must be made no later than December 31st of the calendar year following the calendar year of the Participant's death. Except, however, with respect to a designated Beneficiary who is the Participant's surviving spouse, the election must be made by the earlier of: (1) December 31st of the calendar

year immediately following the calendar year in which the Participant died or, if later the calendar year in which the Participant would have attained age 70½; or (2) December 31st of the calendar year which contains the fifth anniversary of the date of the Participant's death. An election by a designated Beneficiary must be in writing and shall be irrevocable as of the last day of the election period stated herein. In the absence of an election by the Participant or a designated Beneficiary, the 5-year distribution requirement shall apply.

(i) For purposes of this Section, the life expectancy of a Participant and a Participant's spouse (other than in the case of a life annuity) may, at the election of the Participant or the Participant's spouse, be redetermined in accordance with Regulations. The election, once made, shall be irrevocable. If no election is made by the time distributions must commence, then the life expectancy of the Participant and the Participant's spouse shall not be subject to recalculation. Life expectancy and joint and last survivor expectancy shall be computed using the return multiples in Tables V and VI of Treasury Regulation Section 1.72-9.

6.7 TIME OF SEGREGATION OR DISTRIBUTIONS

Except as limited by Sections 6.5 and 6.6, whenever the Board of Trustees is to make a distribution or to commence a series of payments on or as of an Anniversary Date, the distribution may be made or begun on such date or as soon thereafter as is practicable. However, unless a Former Participant elects in writing to defer the receipt of benefits (such election may not result in a death benefit that is more than incidental), the payment of benefits shall begin not later than the 60th day after the close of the Plan Year in which the latest of the following events occurs: (a) the date on which the Participant attains the earlier of age 65 or the Normal Retirement Age specified herein; (b) the 10th anniversary of the year in which the Participant commenced participation in the Plan; or (c) the date the Participant terminates his service with an Employer.

6.8 DISTRIBUTION FOR MINOR BENEFICIARY

In the event a distribution is to be made to a minor, then the Board of Trustees may direct that such distribution be paid to the legal guardian, or if none, to a parent of such Beneficiary or a responsible adult with whom the Beneficiary maintains his residence, or to the custodian for such Beneficiary under the Uniform Gift to Minors Act or Gift to Minors Act, if such is permitted by the laws of the state in which said Beneficiary resides. Such a payment to the legal guardian, custodian or parent of a minor Beneficiary shall fully discharge the Board of Trustees, Employer, and Plan from further liability on account thereof.

6.9 LOCATION OF PARTICIPANT OR BENEFICIARY UNKNOWN

In the event that all, or any portion, of the distribution payable to a Participant or his Beneficiary hereunder shall, at the later of the Participant's attainment of age 62 or his

Normal Retirement Age, remain unpaid solely by reason of the inability of the Board of Trustees after sending a registered letter, return receipt requested, to the last known address, and after further diligent effort, to ascertain the whereabouts of such Participant or his Beneficiary, the amount so distributable shall be treated as a Forfeiture pursuant to the Plan. In the event a Participant or Beneficiary is located subsequent to his benefit being reallocated, such benefit shall be restored.

6.10 QUALIFIED DOMESTIC RELATIONS ORDER DISTRIBUTION

All rights and benefits, including elections, provided to a Participant in this Plan shall be subject to the rights afforded to any "alternate payee" under a "qualified domestic relations order." Furthermore, a distribution to an "alternate payee" shall be permitted if such distribution is authorized by a "qualified domestic relations order," even if the affected Participant has not separated from service and has not reached the "earliest retirement age" under the Plan. For the purposes of this Section, "alternate payee," "qualified domestic relations order" and "earliest retirement age" shall have the meaning set forth under Code Section 414(p).

6.11 TRANSFER OF INTEREST

Notwithstanding any other provision contained in this Plan, the Board of Trustees shall transfer the Vested interest, if any, of such Participant in his account to another trust forming part of a pension, profit sharing or stock bonus plan maintained by such Participant's new employer and represented by said employer in writing as meeting the requirements of Code Section 401(a), provided that the trust to which such transfers are made permits the transfer to be made.

6.12 DIRECT ROLLOVER

(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 Board of Trustees, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover.

(b) For purposes of this Section the following definitions shall apply:

(1) 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 Code Section 401(a)(9); and the portion of any

distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities).

(2) Any eligible retirement plan is an individual retirement account described in Code Section 408(a), an individual retirement annuity described in Code Section 408(b), an annuity plan described in Code Section 403(a), or a qualified trust described in Code Section 401(a), that accepts the distributee's eligible rollover distribution. However, in the case of an eligible rollover distribution to the surviving spouse, an eligible retirement plan is an individual account or individual retirement annuity.

(3) 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 Code Section 414(p), are distributees with regard to the interest of the spouse or former spouse.

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

(c) Notwithstanding the foregoing, the following shall apply to distributions made after December 31, 2001:

(1) Modification of definition of eligible retirement plan. For purposes of the direct rollover provisions in this Section 6.12 of the Plan, an eligible retirement plan shall also mean any 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 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.

(2) Modification of definition of eligible rollover distribution to exclude hardship distributions. For purposes of the direct rollover provisions in this Section 6.12 of the Plan, any amount that is distributed on account of hardship shall not be an eligible rollover distribution and the distribute may not elect to have any portion of such distribution paid directly to an eligible retirement plan.

(d) Direct Rollover of Non-Spousal Distribution

(1) Non-Spouse Beneficiary Rollover Right. For distributions after December 31, 2009, a non-spouse beneficiary who is a "designated beneficiary" under Code §401(a)(9)(E) may elect to make a Direct Rollover of all or any portion of his or

her distribution to an "individual retirement account" as defined under Code §408 or a "Roth IRA" as defined under Code §408A established for purposes of receiving the distribution. In order to be able to roll over the distribution, the distribution otherwise must satisfy the definition of an Eligible Rollover Distribution.

(2) Certain Requirements Not Applicable. Any non-spousal distribution made prior to January 1, 2010 is not subject to the direct rollover requirements of Code §401(a)(31), the notice requirements of Code §402(f) or the mandatory withholding requirements of Code §3405(c).

(3) Trust Beneficiary. If the Participant's named beneficiary is a trust, the Plan may make a Direct Rollover to an individual retirement account on behalf of the trust, provided the trust satisfies the requirements to be a designated beneficiary within the meaning of Code §401(a)(9)(E), and Treas. Reg. §1.401(a)(9)-4.

(4) Required Minimum Distribution Not Eligible for Rollover. A non-spouse beneficiary may not roll over an amount which is a required minimum distribution, as determined under applicable Treasury regulations and other Internal Revenue Service guidance. If the Participant dies before his or her required beginning date and the non-spouse beneficiary rolls over to an IRA the maximum amount eligible for rollover, the beneficiary may elect to use either the 5-year rule or the life expectancy rule, pursuant to Treas. Reg. §1.401(a)(9)-3, A-4(c), in determining the required minimum distributions from the individual retirement account that receives the non-spouse beneficiary's distribution.

6.13 REQUIRED MINIMUM DISTRIBUTIONS COMMENCING JANUARY 1, 2003

(a) General Rules

(1) Effective Date. The provisions of this Section will apply for purposes of determining required minimum distributions for calendar years beginning with the 2003 calendar year.

(2) Precedence. The requirements of this Section will take precedence over any inconsistent provisions of the Plan.

(3) Requirements of Treasury Regulations Incorporated. All distributions required under this Section will be determined and made in accordance with the Treasury Regulations under Section 401(a)(9) of the Internal Revenue Code.

(b) Time and Manner of Distribution

(1) Required Beginning Date. The Participant's entire interest will be distributed, or begin to be distributed, to the Participant no later than the Participant's required beginning date.

(2) Death of Participant Before Distributions Begin. If the Participant dies before distributions begin, the Participant's entire interest will be distributed, or begin to be distributed, no later than as follows:

(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 1/2, if later.

(B) If the Participant's surviving spouse is not the Participant's sole designated Beneficiary, then distributions to the designated Beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died. With respect to lump sum distributions or partial lump sum distributions, the preceding sentence shall not apply, and the Participant's entire interest shall be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(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 (b)(2), other than Section (b)(2)(A), will apply as if the surviving spouse were the Participant.

For purposes of this Section (b)(2) and Section (d), unless Section (b)(2)(D) applies, distributions are considered to begin on the Participant's required beginning date. If Section (b)(2)(d) applies, distributions are considered to begin on the date distributions are required to begin to the surviving spouse under Section (b)(2)(A). If distributions under an annuity purchased from an insurance company irrevocably commence to the Participant before the Participant's required beginning date (or to the Participant's surviving spouse before the date distributions are required to begin to the surviving spouse under Section

(b)(2)(A)), the date distributions are considered to begin is the date distributions actually commence.

(3) Forms of Distribution. Unless the Participant's interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the required beginning date, as of the first distribution calendar year distributions will be made in accordance with Sections (c) and (d) of this Section. 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.

(c) Required Minimum Distributions During Participant's Lifetime

(1) Amount of Required Minimum Distribution For Each Distribution Calendar Year. During the Participant's lifetime, the minimum amount that will be distributed for each distribution calendar year is the lesser of:

(A) the quotient obtained by dividing the Participant's account balance by the distribution period in the Uniform Lifetime Table set forth in Section 1.401(a)(9)-9 of the Treasury Regulations, using the Participant's age as of the Participant's birthday in the distribution calendar year; or

(B) if the Participant's sole designated Beneficiary for the distribution calendar year is the Participant's spouse, the quotient obtained by dividing the Participant's account balance by the number in the Joint and Last Survivor Table set forth in Section 1.401(a)(9)-9 of the Treasury Regulations, using the Participant's and spouse's attained ages as of the Participant's and spouse's birthdays in the distribution calendar year.

(2) Lifetime Required Minimum Distributions Continue Through Year of Participant's Death. Required minimum distributions will be determined under this Section (c) beginning with the first distribution calendar year and up to and including the distribution calendar year that includes the Participant's date of death.

(d) Required Minimum Distributions After Participant's Death

(1) Death On or After Date Distributions Begin.

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

life expectancy of the Participant's designated Beneficiary, determined as follows:

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

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

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

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

(2) Death Before Date Distributions Begin.

(A) Participant Survived by Designated Beneficiary. If the Participant dies before the date distributions begin and there is a designated Beneficiary, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's account balance by the remaining life expectancy of the Participant's designated Beneficiary, determined as provided in Section (d)(1). With respect to lump sum distributions or partial lump sum distributions, the preceding sentence shall not apply, and the Participant's entire interest shall be distributed by

December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(B) 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.

(C) Death of Surviving Spouse Before Distributions to Surviving Spouse Are Required to Begin. If the Participant dies before the date distributions begin, the Participant's surviving spouse is the Participant's sole designated Beneficiary, and the surviving spouse dies before distributions are required to begin to the surviving spouse under Section (b)(2)(A), this Section (d)(2) will apply as if the surviving spouse were the Participant.

(e) Definitions

(1) Designated beneficiary. The individual who is designated as the Beneficiary under Article 6 of the Plan and is the Beneficiary under Code Section 401(a)(9) 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 after the Participant's death, the first distribution calendar year is the calendar year in which distributions are required to begin under Section (b)(2). The required minimum distribution for the Participant's first distribution calendar year will be made on or before the Participant's required beginning date. The required minimum distribution for other distribution calendar years, including the required minimum distribution for the distribution calendar year in which the Participant's required beginning date occurs, will be made on or before December 31 of that distribution calendar year.

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

(4) Participant's account balance. The account balance as of the last valuation date in the calendar year immediately preceding the distribution calendar year (valuation calendar year) increased by the amount of any contributions made and allocated or Forfeitures allocated to the account balance as of dates in the valuation calendar year after the valuation date and decreased by distributions made in the valuation calendar year after the valuation date. The account balance

for the valuation calendar year includes any amounts rolled over or transferred to the Plan either in the valuation calendar year or in the distribution calendar year if distributed or transferred in the valuation calendar year.

(5) Required beginning date. The date specified in Section 6.5(e)(1) of the Plan.

ARTICLE VII

BOARD OF TRUSTEES

7.1 BASIC RESPONSIBILITIES OF THE BOARD OF TRUSTEES

The Board of Trustees shall have the following categories of responsibilities:

(a) Consistent with the "funding policy and method," to invest, manage, and control the Plan assets subject, however, to the direction of an Investment Manager if the Board of Trustees should appoint such manager as to all or a portion of the assets of the Plan;

(b) To pay benefits required under the Plan to be paid to Participants, or, in the event of their death, to their Beneficiaries; and

(c) To maintain records of receipts and disbursements.

7.2 INVESTMENT POWERS AND DUTIES OF THE BOARD OF TRUSTEES

(a) The Board of Trustees shall invest and reinvest the Trust Fund to keep the Trust Fund invested without distinction between principal and income and in such securities or property, real or personal, wherever situated, as the Board of Trustees shall deem advisable, including, but not limited to, stocks, common or preferred, bonds and other evidences of indebtedness or ownership, and real estate or any interest therein. The Board of Trustees shall at all times in making investments of the Trust Fund consider, among other factors, the short and long-term financial needs of the Plan. In making such investments, the Board of Trustees shall not be restricted to securities or other property of the character expressly authorized by the applicable law for trust investments; however, the Board of Trustees shall give due regard to any limitations imposed by the Code or the Act so that at all times the Plan may qualify as a qualified Profit Sharing Plan and Trust.

(b) The Board of Trustees may employ a bank or trust company pursuant to the terms of its usual and customary bank agency agreement, under which the duties of such bank or trust company shall be of a custodial, clerical and record-keeping nature.

7.3 OTHER POWERS OF THE BOARD OF TRUSTEES

The Board of Trustees, in addition to all powers and authorities under common law, statutory authority, including the Act, and other provisions of the Plan, shall have the following powers and authorities, to be exercised in the Board of Trustees' sole discretion:

(a) To purchase, or subscribe for, any securities or other property and to retain the same. In conjunction with the purchase of securities, margin accounts may be opened and maintained;

(b) To sell, exchange, convey, transfer grant options to purchase, or otherwise dispose of any securities or other property held by the Board of Trustees, by private contract or at public auction. No person dealing with the Board of Trustees shall be bound to see to the application of the purchase money or to inquire into the validity, expediency, or propriety of any such sale or other disposition, with or without advertisement.

(c) To vote upon any stocks, bonds, or other securities; to give general or specific proxies or powers of attorney with or without power of substitution; to exercise any conversion privileges, subscription rights or other options, and to make any payments incidental thereto; to oppose, or to consent to, or otherwise participate in, corporate reorganizations or other changes affecting corporate securities, and to delegate discretionary powers, and to pay any assessments or charges in connection therewith; and generally to exercise any of the powers of an owner with respect to stocks, bonds, securities, or other property;

(d) To cause any securities or other property to be registered in the Board of Trustees' own name or in the name of one or more of the Board of Trustees' nominees, and to hold any investments in bearer form, but the books and records of the Board of Trustees shall at all times show that all such investments are part of the Trust Fund;

(e) To borrow or raise money for the purposes of the Plan in such amount, and upon such terms and conditions, as the Board of Trustees shall deem advisable; and for any sum so borrowed, to issue a promissory note as Board of Trustees, and to secure the repayment thereof by pledging all, or any part, of the Trust Fund; and no person lending money to the Board of Trustees shall be bound to see to the application of the money lent or to inquire into the validity, expediency, or propriety of any borrowing;

(f) To keep such portion of the Trust Fund in cash or cash balances as the Board of Trustees may, from time to time, deem to be in the best interests of the Plan, without liability for interest thereon;

(g) To accept and retain for such time as the Board of Trustees may deem advisable any securities or other property received or acquired as Board of Trustees hereunder,

whether or not such securities or other property would normally be purchased as investments hereunder;

(h) To make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted;

(i) To settle, compromise, or submit to arbitration any claims, debts, or damages due or owing to or from the Plan, to commence or defend suits or legal or administrative proceedings, and to represent the Plan in all suits and legal and administrative proceedings;

(j) To employ suitable agents and counsel and to pay their reasonable expenses and compensation.

(k) To apply for and procure from responsible insurance companies as an investment of the Trust Fund such annuity, or other Contracts (on the life of any Participant) as the Board of Trustees shall deem proper; to exercise, at any time or from time to time, whatever rights and privileges may be granted under such annuity, or other Contracts; to collect, receive, and settle for the proceeds of all such annuity or other Contracts as and when entitled to do so under the provisions thereof;

(l) To invest funds of the Trust in time deposits or savings accounts bearing a reasonable rate of interest in the Board of Trustees' bank;

(m) To invest in Treasury Bills and other forms of United States government obligations;

(n) To invest in shares of investment companies registered under the Investment Company Act of 1940;

(o) To sell, purchase and acquire put or call options if the options are traded on and purchased through a national securities exchange registered under the Securities Exchange Act of 1934, as amended, or, if the options are not traded on a national securities exchange, are guaranteed by a member firm of the New York Stock Exchange;

(p) To deposit monies in federally insured savings accounts or certificates of deposit in banks or savings and loan associations;

(q) To pool all or any of the Trust Fund, from time to time, with assets belonging to any other qualified employee pension benefit trust created by the Board of Trustees, and to commingle such assets and make joint or common investments and carry joint accounts on behalf of this Plan and such other trust or trusts, allocating undivided shares or interest in such investments or accounts or any pooled assets of the two or more trusts in accordance with their respective interest;

(r) To do such all acts and exercise all such rights and privileges, although not specifically mentioned herein, as the Board of Trustees may deem necessary to carry out the purposes of the Plan.

7.4 DUTIES OF THE BOARD OF TRUSTEES REGARDING PAYMENTS

The Board of Trustees, shall, from time to time, in accordance with the terms of the Plan, make payments out of the Trust Fund. The Board of Trustees shall not be responsible in any way for the application of such payments.

7.5 ANNUAL REPORT OF THE BOARD OF TRUSTEES

Within a reasonable period of time after the later of the Anniversary Date or receipt of an Employer's contribution for each Plan Year, the Board of Trustees shall furnish to the Union and such Participating Employees a written statement of account with respect to the Plan Year for which such contribution was made setting forth:

(a) the net income, or loss, of the Trust Fund;

(b) the gains, or losses, realized by the Trust Fund upon sales or other disposition of the assets;

(c) the increase, or decrease, in the value of the Trust Fund;

(d) all payments and distributions made from the Trust Fund; and

(e) such further information as the Board of Trustees deems appropriate.

The Union and such Participating Employees upon their receipt of each such statement of account, shall acknowledge receipt thereof in writing.

7.6 AUDIT

(a) If an audit of the Plan's records shall be required by the Act and the Regulations thereunder for any Plan Year, the Board of Trustees shall engage on behalf of all Participants an independent qualified public accountant for that purpose. Such accountant shall, after an audit of the books and records of the Plan in accordance with generally accepted auditing standards, within a reasonable period after the close of the Plan Year, furnish to the Board of Trustees a report of his audit setting forth his opinion as to whether any statements, schedules or lists that are required by Act Section 103 or the Secretary of Labor to be filed with the Plan's annual report, are presented fairly in conformity with generally accepted accounting principles applied consistently. All auditing and accounting fees shall be an expense of and may, at the election of the Board of Trustees, be paid from the Trust fund.

(b) If some or all of the information necessary to enable the Board of Trustees to comply with Act Section 103 is maintained by a bank, insurance company, or similar institution, regulated and supervised and subject to periodic examination by a state or federal agency, it shall transmit and certify the accuracy of that information to the Board of Trustees as provided in Act Section 103(b) within one hundred twenty (120) days after the end of the Plan Year or by such other date as may be prescribed under Regulations of the Secretary of Labor.

7.7 DESIGNATION, RESIGNATION, REMOVAL AND SUCCESSION OF A BOARD TRUSTEE

(a) Number of Board Trustees: There shall be four members of the Board of Trustees, two of whom shall be representatives of the Employers (the "Employer Trustees") and two of whom shall be representatives of the Union (the "Union Trustee").

(b) Each Board Trustee shall consent to and accept his appointment in writing.

(c) Each Board Trustee shall continue to serve during the existence of the Plan and Trust until his death, incapacity, resignation or removal.

(d) Any Board Trustee may resign at any time by delivering to the other Board Trustees, at least thirty (30) days before its effective date, a written notice of his resignation.

(e) Successor Trustee, Appointment. If any Union Trustee shall die, become incapable of acting hereunder, resign or be removed, a Successor Trustee shall be immediately appointed by the Union, upon a vote by the Union Executive Board. If any Employer Trustee shall die, become incapable of acting hereunder, resign or be removed, a Successor Trustee shall be immediately appointed by the Employers at the time of the death, incapacity, resignation or removal of an Employer Trustee. It is the intention hereof that the Trust Fund shall be given notice in writing.

(f) Successor Trustee, Assumption of Office. Any Successor Trustee shall immediately upon his appointment as a Successor Trustee and his acceptance of the Trusteeship, become vested with all the rights, powers and duties of a Trustee hereunder with like effect as if originally named a Trustee, without the necessity of any formal conveyance or other instrument of title.

(g) Power to Act in Case of Vacancy. To the extent permitted by law, no vacancy or vacancies on the Board of Trustees shall impair the power of the remaining Trustees, acting in the manner provided in this Trust Agreement, to administer the affairs of the Trust Fund pending the designation of a Successor Trustee as provided herein.

(h) Minutes. Written minutes (but not necessarily verbatim minutes), a copy of which shall be furnished to each Trustee, shall be kept of all meetings, resolutions and actions; and the vote of each Trustee upon any matter shall be recorded.

(i) Quorum, Voting, Meetings, Action Without Meeting. One (1) Union Trustee and one (1) Employer Trustee shall constitute a quorum for the transaction of business.

All action of the Trustees shall be taken by unanimous vote of the Trustees as hereinafter provided. When voting, the Employer Trustees, as a unit, and the Union Trustees, as a unit, shall each have one vote. All action by the Board shall be by unanimous vote of the two units. The vote of the Union Trustees shall be cast only in accordance with the concurring vote of a majority of all the Union Trustees voting in person or by duly executed proxy. The vote of the Employer Trustees shall be cast only in accordance with the concurring vote of a majority of all of the Employer Trustees voting in person or by duly executed proxy.

A Trustee may call a meeting of the Trustees at any time by giving at least five (5) days written notice of the time and place thereof to each Trustee.

Meetings of the Trustees may also be held at any time without notice if all of the Trustees consent thereto.

Action by the Trustees on any proposition may also be taken without a meeting by vote cast by written instruments or faxes after written notice to the Trustees of the question to be decided, provided that in such cases there shall be unanimous written concurrence by all of the Trustees.

(j) Manner of Acting in the Event of Deadlock. A deadlock of the Trustees shall be deemed to exist if a quorum is not present at two successive properly scheduled meetings, or if there is no concurring vote of a majority of the Trustees present and voting upon any question. In the event of a deadlock the American Arbitration Association shall be advised by either or both parties of the nature of the dispute and shall thereupon designate an arbitrator for the purpose of resolving said dispute. This section is subject in all respects to Section 302(c)(5)(B) of the Labor Management Relations Act of 1947.

The decision or award of the arbitrator, which shall be in writing, shall be final and binding on all parties and persons concerned, it being the intention that such written decision be made within one (1) week, or such other period as may be agreed upon by the Trustees, after the arbitrator receives all the evidence.

In the event of arbitration, the reasonable expenses thereof, including the fees of the arbitrator, attorneys' fees and the fees of such other experts or professionals as may reasonably be incurred by the Trustees, shall be a proper charge against the Trust Fund and the Trustees are authorized and directed to pay such charges.

(k) Insurance. The Trustees may, in their discretion, obtain and maintain policies of insurance, to the extent permitted by law, to insure themselves, the Trust Fund as such, any other fiduciary position, to cover liability or losses occurring by reason of the act or omission of a Fiduciary while engaged in activities for and on behalf of the Trust Fund; provided such insurance permits recourse by the insurer against the Trustees, Fiduciaries and any Employee-Fiduciary in the case of a breach of their fiduciary obligations. Each Trustee may procure, at his or her own expense or the expense of the party appointing him or her as Trustee, no-recourse insurance for his or her own protection, to the extent permitted by law.

ARTICLE VIII

AMENDMENT, TERMINATION AND MERGERS

8.1 AMENDMENT

(a) The Board of Trustees shall have the right at any time to amend the Plan, subject to the limitations of this Section. Any such amendment shall be adopted by formal action of the Board of Trustees. Any such amendment become effective as provided therein upon its execution. The Board of Trustees shall not be required to execute any such amendment unless the Trust provisions contained herein are a part of the Plan and the amendment affects the duties of the Board of Trustees hereunder.

(b) No amendment to the Plan shall be effective if it authorizes or permits any part of the Trust Fund (other than such part as is required to pay taxes and administration expenses) to be used for or diverted to any purpose other than for the exclusive benefit of the Participants or their Beneficiaries or estates; or causes any reduction in the amount credited to that account of any Participant; or causes or permits any portion of the Trust Fund to revert to or become property of the Board of Trustees.

(c) Except as permitted by Regulations, no Plan amendment or transaction having the effect of a Plan amendment (such as a merger, plan transfer or similar transaction) shall be effective to the extent it eliminates or reduces any "Section 411(d)(6) protected benefit" or adds or modifies conditions relating to "Section 411(d)(6) protected benefits" the result of which is a further restriction on such benefit unless such protected benefits are preserved with respect to benefits accrued as of the later of the adoption date or effective date of the amendment. "Section 411(d)(6) protected benefits" are benefits described in Code Section 411(d)(6)(A), early retirement benefits and retirement-type subsidies, and optional forms of benefits.

8.2 TERMINATION

(a) The Board of Trustees shall have the right at any time to terminate the Plan. Upon any full or partial termination, all amounts credited to the affected Participants' Accounts

shall become 100% Vested as provided in Section 6.4 and shall not thereafter be subject to Forfeiture, and all unallocated amounts shall be allocated to the accounts of all Participants in accordance with the provisions hereof.

(b) Upon the full termination of the Plan, the Board of Trustees shall direct the distribution of the assets of the Trust Fund to Participants in a manner which is consistent with and satisfies the provisions of Section 6.5. Distributions to a Participant shall be made in cash or through the purchase of irrevocable nontransferable deferred commitments from an insurer. Except as permitted by Regulations, the termination of the Plan shall not result in the reduction of "Section 411(d)(6) protected benefits" in accordance with Section 8.1(c).

8.3 MERGER OR CONSOLIDATION

This Plan and Trust may be merged or consolidated with, or its assets and/or liabilities may be transferred to any other plan and trust only if the benefits which would be received by a Participant of this Plan, in the event of a termination of the plan immediately after such transfer, merger or consolidation, are at least equal to the benefits the Participant would have received if the Plan had terminated immediately before the transfer, merger or consolidation, and such transfer, merger or consolidation does not otherwise result in the elimination or reduction of any "Section 411(d)(6) protected benefits" in accordance with Section 8.1(c).

ARTICLE IX

MISCELLANEOUS

9.1 PARTICIPANT'S RIGHTS

This Plan shall not be deemed to constitute a contract between or among the Board of Trustees, an Employer and any Participant or to be consideration or an inducement for the employment of any Participant or Employee. Nothing contained in this Plan shall be deemed to give any Participant or Employee the right to be retained in the service of an Employer or to interfere with the right of an Employer to discharge any Participant or Employee at any time regardless of the effect which such discharge shall have upon him as a Participant of this Plan.

9.2 ALIENATION

(a) Subject to the exceptions provided below, no benefit which shall be payable out of the Trust Fund to any person (including a Participant or his Beneficiary) shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, or charge, and any attempt to anticipate, alienate, sell, transfer, assign, pledge, encumber, or charge the same shall be void; and so such benefit shall in any manner be liable for, or subject to the debts, contract, liabilities, engagement, or torts of

any such person, nor shall it be subject to attachment or legal process for or against such person, and the same shall not be recognized by the Board of Trustees, except to such extent as may be required by law.

(b) This provision shall not apply to a "qualified domestic relations order" defined in Code Section 414(p), and those other domestic relations orders permitted to be so treated by the Board of Trustees under the provisions of the Retirement Equity Act of 1984. The Board of Trustees shall establish a written procedure to determine the qualified status of domestic relations orders and to administer distributions under such qualified orders. Further, to the extent provided under a "qualified domestic relations order," a former spouse of a Participant shall be treated as the spouse or surviving spouse for all purposes under the Plan.

9.3 CONSTRUCTION OF PLAN

The Plan and Trust shall be construed and enforced according to the Act and the laws of the State of Ohio, other than its laws respecting choice of law, to the extent not preempted by the Act.

9.4 GENDER AND NUMBER

Wherever any words are used herein in the masculine, feminine or neuter gender, they shall be construed as though they were also used in another gender in all cases where they would so apply, and whenever any words are used herein in the singular or plural form, they shall be construed as though they were also used in the other form in all cases where they would so apply.

9.5 LEGAL ACTION

In the event any claim, suit, or proceeding is brought regarding the Trust and/or Plan established hereunder to which the Board of Trustees may be a party, and such claim, suit, or proceeding is resolved in favor of the Board of Trustees, they shall be entitled to be reimbursed from the Trust Fund for any and all costs, attorney's fees, and other expenses pertaining thereto incurred by them for which they shall have become liable.

9.6 PROHIBITION AGAINST DIVERSION OF FUNDS

(a) Except as provided below and otherwise specifically permitted by law, it shall be impossible by operation of the Plan or of the Trust, by termination of either, by power of revocation or amendment, by the happening of any contingency, by collateral arrangement or by any other means, for any part of the corpus or income of any trust fund maintained pursuant to the Plan or any funds contributed thereto to be used for, or diverted to, purposes other than the exclusive benefit of Participants, Retired Participants, or their Beneficiaries.

(b) In the event an Employer shall make an excessive contribution under a mistake of fact or law pursuant to Act Section 403(c)(2)(A), the Board of Trustees shall not be prohibited from returning such excessive contribution to the Employer, if it is prudent to do so, in the interests of the Plan and its Participants and does not violate the provisions of the Act.

9.7 BONDING

Every Fiduciary, except a bank or an insurance company, unless exempted by the Act and Regulations thereunder, shall be bonded in an amount not less than 10% of the amount of the funds such Fiduciary handles; provided, however, that the minimum bond shall be $1,000 and the maximum bond, $500,000. The amount of funds handled shall be determined at the beginning of each Plan Year by the amount of funds handled by such person, group, or class to be covered and their predecessors, if any, during the preceding Plan Year during the then current year. The bond shall provide protection to the Plan against any loss by reason of acts of fraud or dishonesty by the Fiduciary alone or in connivance with others. The surety shall be a corporate surety company (as such term is used in Act Section 412(a)(2)), and the bond shall be in a form approved by the Secretary of Labor. Notwithstanding anything in the Plan to the contrary, the cost of such bonds shall be and expense of and may, at the election of the Board of Trustees be paid from the Trust Fund or by the Board of Trustees.

9.8 BOARD OF TRUSTEES' PROTECTIVE CLAUSE

The Board of Trustees, nor their successors, shall be responsible for the validity of any Contract issued hereunder or for the failure on the part of the insurer to make payments provided by any such Contract, or for the action of any person which may delay payment or render a Contract null and void or unenforceable in whole or in part.

9.9 INSURER'S PROTECTIVE CLAUSE

Any insurer who shall issue Contract hereunder shall not have any responsibility for the validity of this Plan or for the tax or legal aspects of this Plan. The insurer shall be protected and held harmless in action in accordance with any written direction of the Board of Trustees, and shall have no duty to see to the application of any funds paid to the Board of Trustees, nor be required to question any actions directed by the Board of Trustees. Regardless of any provision of this Plan, the insurer shall not be required to take or permit any action or allow any benefit or privilege contrary to the terms of any Contract which it issues hereunder, or the rules of the insurer.

9.10 RECEIPT AND RELEASE FOR PAYMENTS

Any payment to any Participant, his legal representative, Beneficiary, or to any guardian or committee appointed for such Participant or Beneficiary in accordance with the provisions of the Plan, shall, to the extent thereof, be in full satisfaction of all claims

hereunder against the Board of Trustees, either of whom may require such Participant, legal representative, Beneficiary, guardian or committee, as a condition precedent to such payment, to execute a receipt and release thereof in such form as shall be determined by the Board of Trustees.

9.11 ACTION BY THE BOARD OF TRUSTEES

Whenever the Board of Trustees under the terms of the Plan is permitted or required to do or perform any act or matter or thing, it shall be done and performed by a person duly authorized by its legally constituted authority.

9.12 NAMED FIDUCIARIES AND ALLOCATION OF RESPONSIBILITY

The "named Fiduciaries" of this Plan are the Board of Trustees. The named Fiduciaries shall have only those specific powers, duties, responsibilities, and obligations as are specifically given them under the Plan. In general, an Employer shall have the sole responsibility for making the contributions provided for under Section 4.1; and the Board of Trustees shall have the authority to remove a member of the Board of Trustees; to formulate the Plan's "funding policy and method"; and to amend or terminate, in whole or in part, the Plan. The Board of Trustees shall have the sole responsibility for the administration of the Plan, which responsibility is specifically described in the Plan. The Board of Trustees shall have the sole responsibility of management of the assets held under the Trust, except those assets, the management of which has been assigned to an Investment Manager, who shall be solely responsible for the management of the assets assigned to it, all specifically provided in the Plan. Each named Fiduciary warrants that any directions given, information furnished, or action taken by it shall be in accordance with the provisions of the Plan, authorizing or providing for such direction, information or action of another named Fiduciary may rely upon any such direction, information or action of another named Fiduciary as being proper under the Plan, and is not required under the Plan to inquire into the propriety of any such direction, information or action. It is intended under the Plan that each named Fiduciary shall be responsible for the proper exercise of its own powers, duties, responsibilities and obligations under the Plan. No named Fiduciary shall guarantee the Trust Fund in any manner against investment loss or depreciation in asset value. Any person or group may serve in more than one Fiduciary capacity. In the furtherance of their responsibilities hereunder, the "named Fiduciaries" shall be empowered to interpret the Plan and Trust and to resolve ambiguities, inconsistencies and omissions, which findings shall be binding, final and conclusive.

9.13 HEADINGS

The headings and subheadings of this Plan have been inserted for convenience of reference and are to be ignored in any contraction of the provisions hereof.

9.14 APPROVAL BY INTERNAL REVENUE SERVICE

(a) Notwithstanding anything herein to the contrary, contributions to this Plan are conditioned upon the initial and continued qualification of the Plan under Code Section 401. If the Plan receives an adverse determination with respect to its initial or continued qualification, then the Plan may return such contributions to an Employer within one (1) year after such determination, provided the application for the determination is made by the time prescribed by law for filing an Employer's return for the taxable year in which the Plan was adopted, or such later date as the Secretary may prescribe.

(b) Notwithstanding any provisions to the contrary, except Sections 3.6 and 3.7, any contribution by an Employer to the Trust Fund is conditioned upon the deductibility of the contribution by an Employer under the Code and, to the extent any such deduction is disallowed, an Employer may, within one (1) year following the disallowance of the deduction, demand repayment of such disallowed contribution and the Board of Trustees shall return such contribution within one (1) year following the disallowance. Earnings of the Plan attributable to the excess contribution may not be returned to an Employer, but any losses attributable thereto must reduce the amount so returned.

9.15 UNIFORMITY

All provisions of this Plan shall be interpreted and applied in a uniform, nondiscriminatory manner. In the event of any conflict between the terms of this Plan and any Contract purchased hereunder, the Plan provisions shall control.

9.16 NON-DISCRIMINATION

In no event shall any of the provisions of the Plan discriminate in favor of any Highly Compensated Employee in violation of the non-discrimination requirements relating to amounts of contributions and benefits under Section 401(a)(4) of the Code or in violation of the coverage requirements under Section 410(b) of the Code or under any of the regulations issued under either of such sections. In the application and interpretation of the foregoing, IRS Regulation T.D. 84-85 and other related regulations shall be complied with by the Plan.

9.17 MILITARY SERVICE

(a) Notwithstanding any other provision of this Plan to the contrary, effective December 12, 1994, contributions, benefits, and service credit with respect to qualified military service will be provided in accordance with Section 414(u) of the Code.

(b) Effective January 1, 2007, if a Participant who is on a leave of absence to perform qualified military service with reemployment rights dies while performing such qualified military service (as such terms are defined in Section 414(u) of the Code), and such Participant's survivors would have become entitled to benefits if the Participant had been

actively employed by an Employer on his date of death (excluding benefit accruals relating to the period of such qualified military service), then the determination of benefit entitlement for the survivors of such Participant shall be made as though the Participant resumed employment immediately prior to his death and then terminated employment on account of death.

ARTICLE X

PARTICIPATING EMPLOYERS

10.1 ADOPTION BY OTHER EMPLOYERS

Notwithstanding anything herein to the contrary, with the consent of the Board of Trustees, any other corporation or entity, whether an affiliate or subsidiary or not, may adopt this Plan and all of the provisions hereof, and participate herein and be known as a Participating Employer, by a properly executed document evidencing said intent and will of such Participating Employer. For purposes herein, Employer shall have the same meaning as Participating Employer.

10.2 REQUIREMENTS OF PARTICIPATING EMPLOYERS

(a) Each such Participating Employers shall be required to use the same Board of Trustees as provided in this Plan.

(b) The Board of Trustees may, but shall not be required to, commingle, hold and invest as one Trust Fund all contributions made by Participating Employers, as well as all increments thereof. However, the assets of the Plan shall, on an ongoing basis, be available to pay benefits to all Participants and Beneficiaries under the Plan without regard to an Employer or Participating Employer who contributed such assets.

(c) The transfer of any Participant from or to an Employer participating in this Plan, whether he be an Employee of an Employer or a Participating Employer, shall not affect such Participant's rights under the Plan, and all amounts credited to such Participant's Account as well as his accumulated service time with the transfer or predecessor, and his length of participation in the Plan, shall continue to his credit.

(d) All rights and values forfeited by termination of employment shall inure only to the benefit of an Employer or Participating Employer by which the forfeiting Participant was employed.

(e) Any expenses of the Trust which are to be paid by the Board of Trustees or borne by the Trust Fund shall be paid by each Participating Employer in the same proportion that the total amount standing to the credit of all Participants employed by such Employer bears to the total standing to the credit of all Participants.

10.3 DESIGNATION OF AGENT

Each Participating Employer shall be deemed to be a party to this Plan; provided, however, that with respect to all of its relations with the Board of Trustees for the purposes of this Plan, each Participating Employer shall be deemed to have designated irrevocably an Employer as its agent. Unless the context of the Plan clearly indicates the contrary, the word "Employer" shall be deemed to include each Participating Employer as related to its adoption of the Plan.

10.4 EMPLOYEE TRANSFERS

It is anticipated that an Employee may be transferred between Participating Employers, and in the event of any such transfer, the Employee involved shall carry with him his accumulated service and eligibility. No such transfer shall effect a termination of employment hereunder, and the Participating Employer to which an Employee is transferred shall thereupon become obligated hereunder with respect to such Employee in the same manner as was the Participating Employer from whom an Employer from whom the Employee was transferred.

10.5 PARTICIPATING EMPLOYER'S CONTRIBUTION

All contributions made by a Participating Employer, as provided for in this Plan, shall be determined separately by each Participating Employer, and shall be allocated only among the Participants eligible to share of an Employer or Participating Employer making the contribution. On the basis of the information furnished, the Board of Trustees shall keep separate books and records concerning the affairs of each Participating Employer hereunder and as to the accounts and credits of the Employees of each Participating Employer. The Board of Trustees may, but need not, register Contracts so as to evidence that a particular Participating Employer is the interested Employer hereunder, but in the event of an Employee transfer from one Participating Employer to another, the employing Employer shall immediately notify the Board of Trustees thereof.

10.6 DISCONTINUANCE OF PARTICIPATION

Any Participating Employer shall be permitted to discontinue or revoke its participation in the Plan. At the time of any such discontinuance or revocation, satisfactory evidence thereof and of any applicable conditions imposed shall be delivered to the Board of Trustees. The Board of Trustees shall thereafter transfer, deliver and assign Contracts and other Trust Fund assets allocable to the Participants of such Participating Employer to such new Board of Trustees as shall have been designated by such Participating Employer, in the event that it has established a separate pension plan for its Employees, provided however, that no such transfer shall be made if the result is the elimination or reduction of any "Section 411(d)(6) protected benefits" in accordance with Section 8.1(c). If no successor is designated, the Board of Trustees shall retain such assets for the Employees of said Participating Employer pursuant to the provisions of Article VII

hereof. In no such event shall any part of the corpus or income of the Trust as it relates to such Participating Employer be used for or diverted to purposes other than for the exclusive benefit of the Employees of such Participating Employer.

ARTICLE XI

HARDSHIP DISTRIBUTIONS

11.1 ELIGIBILITY

Contributions made by an Employer to a Participant's Individual Account (and earnings or losses thereon) are eligible for hardship distributions in accordance with procedures established by the Trustees. To obtain a hardship withdrawal, a Participant shall complete the application forms and submit the required documentation to the Trustees in accordance with such procedures as the Trustees shall establish. If a Participant is married, the Participant must obtain the written and notarized consent of his/her spouse on a form provided by the Trustees to receive a hardship withdrawal.

11.2 AMOUNT

The amount of any withdrawal pursuant to this Section shall not exceed the amount required to meet the financial emergency (plus any amounts necessary to pay any income taxes or penalties reasonable anticipated as a result of the withdrawal). The Participant must represent in writing that the need cannot be relieved through other resources of the Participant. A Participant must submit full documentation establishing proof of the Participant's expenses. A Former Participant shall not be eligible to make any such withdrawals.

11.3 LIMITATIONS

Hardship withdrawals shall be available only if the withdrawal is made on account of an immediate and heavy financial need of the Participant resulting from one of the following safe harbor standards:

(a) Expenses (other than deductibles or co-payments) of at least $500 for medical care described in Section 213(d) of the Code incurred by the Participant, his spouse or children which have not been reimbursed by Medicaid, Medicare or any other health and welfare fund.

(b) Costs directly relating to the purchase (excluding mortgage payments) of the principal residence of the Participant including down payment, contract and title expenses. Hardship withdrawals under this provision will be granted to the Participant only once.

(c) Expenses incurred in connection with the payment of tuition and/or room and board and related educational fees at a state accredited educational institution for post-secondary education for the Participant, his spouse or children.

(d) Payment necessary to prevent the Participant's eviction from his principal residence or the foreclosure on the mortgage of the Participant's principal residence. The proceeds of any hardship withdrawal granted under this provision shall be paid by check made payable to the Participant and the mortgagee or landlord.

(e) Expenses incurred or necessary for the burial of an immediate family member of the Participant.

11.4 RESTRICTIONS

Hardship distribution shall in all instances be subject to the restrictions imposed by the Internal Revenue Code and Regulations promulgated thereunder.

ADOPTED ON this _____day of January 2016 by the Board of Trustees of the Plan.

UNION TRUSTEES

_____ _____
Date of Execution

_____ _____
Date of Execution

EMPLOYER TRUSTEES

_____ _____
Date of Execution

_____ _____
Date of Execution

(c) Expenses incurred in connection with the payment of tuition and/or room and board and related educational fees at a state accredited educational institution for post-secondary education for the Participant, his spouse or children.

(d) Payment necessary to prevent the Participant's eviction from his principal residence or the foreclosure on the mortgage of the Participant's principal residence. The proceeds of any hardship withdrawal granted under this provision shall be paid by check made payable to the Participant and the mortgagee or landlord.

(e) Expenses incurred or necessary for the burial of an immediate family member of the Participant.

11.4 RESTRICTIONS

Hardship distribution shall in all instances be subject to the restrictions imposed by the Internal Revenue Code and Regulations promulgated thereunder.

ADOPTED ON this 29 day of January 2016 by the Board of Trustees of the Plan.

UNION TRUSTEES

2/29/16
Date of Execution

Nicholas Marino 2/29/16
Date of Execution

EMPLOYER TRUSTEES

2/23/16
Date of Execution

Date of Execution

AMENDMENT NO. 7 TO THE
I.A.T.S.E. LOCAL 27 PROFIT SHARING PLAN AND TRUST
REGARDING COVID-19 RELATED HARDSHIP WITHDRAWALS

WHEREAS, the Trustees of the I.A.T.S.E. Local 27 Profit Sharing Plan and Trust (the "Trustees") are authorized by Article VIII of the I.A.T.S.E. Local 27 Profit Sharing Plan and Trust (the "Plan") to amend the Plan as appropriate;

WHEREAS, as a result of the spread of the COVID-19 virus, the President of the United States has declared a national emergency and there have been states of emergencies declared in numerous states and localities across the country;

WHEREAS, as a result of the COVID-19 virus there have been numerous closures and cancellations resulting in loss of work and disruptions to routines and travel preventing individuals from work; and

WHEREAS, the economic impact of the COVID-19 virus has caused significant volatility in investments;

NOW, THEREFORE, the following Sections of the Plan are amended to read as follows:

1. Subsection 6.5(b)(5) will be added to the Plan as follows:

   (5) Effective March 18, 2020, in-service distributions, when combined with any other distributions during the Plan Year, are limited to 70% of a Participant's account as of the previous valuation date. Effective March 18, 2020, 30% of distributions other than in-service or hardship distributions will be held in escrow pending the next valuation date, at which time the escrowed amount will be distributed after being adjusted according to Section 4.3.

2. Subsection 6.5(h) will be amended to read as follows:

   (h) Effective February 1, 2018, notwithstanding anything in this Plan to the contrary, Participant Accounts shall no longer be distributed as an annuity. All Participant Accounts shall be paid in one lump-sum payment in cash and such distributions shall not require spousal consent. When a participant has reached Normal Retirement Age, in-service distributions of up to 90% of a participant's credited account may be made upon the participant's request. In-service distributions may not occur more than once per Plan Year. For all distributions on or after February 1, 2018, other than hardship distributions or in-service distributions, 10% of the distribution will be held in escrow until the next Anniversary Date or other valuation date, at which time the escrowed amount will be distributed after being adjusted according to Section 4.3.

   Effective March 18, 2020, in-service distributions, when combined with any other distributions during the Plan Year, are limited to 70% of a Participant's account as of the previous valuation date. Effective March 18, 2020, 30% of distributions other than in-

service or hardship distributions will be held in escrow pending the next valuation date, at which time the escrowed amount will be distributed after being adjusted according to Section 4.3.

3. Section 6.6(j)(1) will be amended to read as follows:

   (1) All death benefits shall be paid in a single cash lump-sum payment as soon as administratively practicable following death. For all distributions of death benefits on or after February 1, 2018, 10% of the distribution will be held in escrow until the next Anniversary Date or other valuation date, at which time the escrowed amount will be distributed after being adjusted according to Section 4.3. For all distributions of death benefits on or after March 18, 2020, 30% of the distribution will be held in escrow until the next Anniversary Date or other valuation date, at which time the escrowed amount will be distributed after being adjusted according to Section 4.3.

4. Section 6.6(f)(3) will be amended to read as follows:

   (3) Notwithstanding the foregoing, effective February 1, 2018, distributions shall be made in one lump-sum cash payment. For all distributions on or after February 1, 2018, other than hardship distributions, 10% of the distribution will be held in escrow until the next Anniversary Date or other valuation date, at which time the escrowed amount will be distributed after being adjusted according to Section 4.3. For all distributions of benefits (other than hardship or in-service distributions) on or after March 18, 2020, 30% of the distribution will be held in escrow until the next Anniversary Date or other valuation date, at which time the escrowed amount will be distributed after being adjusted according to Section 4.3.

5. Article 11 will be amended to read as follows:

11.1 ELIGIBILITY

Up to 90% of the Vested portion of contributions made by an Employer to a Participant's Individual Account (and earnings or losses thereon) are eligible for hardship distributions in accordance with procedures established by the Trustees. To obtain a hardship withdrawal, a Participant shall complete the application forms and submit the required documentation to the Trustees in accordance with such procedures as the Trustees shall establish. For hardship distributions prior to February 1, 2018, if a Participant is married, the Participant must obtain the written and notarized consent of his/her spouse on a form provided by the Trustees to receive a hardship withdrawal. Hardship distributions on or after February 1, 2018 shall not require spousal consent.

Effective March 18, 2020, the amount of a Participant's total hardship distributions and in-service distributions in a calendar year may not exceed 70% of the Participant's vested account as of the previous Valuation.

11.2 AMOUNT

The amount of any withdrawal pursuant to this Section shall not exceed the amount required to meet the heavy and immediate financial need (plus any amounts necessary to pay any income taxes or penalties reasonable anticipated as a result of the withdrawal). The Participant must represent in writing that the need cannot be relieved through other resources of the Participant and the Plan must have no actual knowledge that the Participant's need can be relieved through other resources that would not increase the immediate and heavy financial need. A Participant must submit full documentation establishing proof of the Participant's heavy and immediate financial need. A Former Participant or a Participant who is eligible for an In-Service distribution shall not be eligible to make any such withdrawals.

11.3 LIMITATIONS

Hardship withdrawals shall be available only if the withdrawal is made on account of an immediate and heavy financial need of the Participant satisfying one of the following standards. Participants may only receive one hardship distribution for each standard in subsections (c) through (f) in a rolling twelve-month period.

(a) Expenses (other than deductibles or co-payments) of at least $500 for medical care described in Section 213(d) of the Code incurred by the Participant, his spouse or children which have not been reimbursed by Medicaid, Medicare or any other health and welfare fund.

(b) Costs directly relating to the purchase (excluding mortgage payments) of the principal residence of the Participant including down payment, contract and title expenses. Hardship withdrawals under this provision will be granted to the Participant only once.

(c) Expenses incurred in connection with the payment of tuition and/or room and board and related educational fees at a state accredited educational institution for post-secondary education for the Participant, his spouse or children.

(d) Payment necessary to prevent the Participant's eviction from his principal residence or the foreclosure on the mortgage of the Participant's principal residence. The proceeds of any hardship withdrawal granted under this provision shall be paid by check made payable to the Participant and the mortgagee or landlord.

(e) Expenses incurred or necessary for the burial or funeral of an immediate family member of the Participant.

(f) Expenses for the repair of damage to the Participant's principal residence which would qualify for the casualty deduction under Section 165 of the Code. Such damage must be from an event that is sudden, unexpected, or unusual, such as an earthquake, fire, flood, vandalism, hurricane, storm, or tornado.

(g) Effective April 1, 2020 and through June 30, 2020, a Participant may request a withdrawal due to expenses and losses (including loss of income due to closures and layoffs) incurred by the Participant on account of the COVID-19 virus, regardless of whether the Participant was infected, quarantined, or otherwise isolated. A withdrawal pursuant to this subsection may only be requested once during this time period and is limited to $20,000. In addition, a distribution under this subsection, when combined with any other distributions during the Plan Year, cannot exceed 70% of the Participant's account as of the previous valuation date.

(h) Effective July 1, 2020 and through December 31, 2020, a Participant may request a withdrawal due to expenses and losses (including loss of income due to closures and layoffs) incurred by the Participant on account of the COVID-19 virus, regardless of whether the Participant was infected, quarantined, or otherwise isolated. A withdrawal pursuant to this subsection may only be requested once during this time period and is limited to $20,000, provided, however, that if the Participant received a distribution under subsection 11.3(g), the combined total of distributions under subsection 11.3(g) and this subsection cannot exceed $30,000. In addition, a distribution under this subsection, when combined with any other distributions during the Plan Year, cannot exceed 70% of the Participant's account as of the previous valuation date.

11.4 RESTRICTIONS

Hardship distributions shall in all instances be subject to the restrictions imposed by the Internal Revenue Code and Regulations promulgated thereunder.

Adopted on the 22nd day of June 2020 by action of the Board of Trustees.

UNION TRUSTEES

Nicholas Marino — 6-20-22
Nicholas Marino — Date of Execution

J Short — 6/20/22
Joseph Short — Date of Execution

MANAGEMENT TRUSTEES

Julie Kim — Date of Execution

Penny Zaletel — 6·20·22
Penny Zaletel — Date of Execution

Gmail

E Lehane <27profitsharingplan@gmail.com>

Amendment Attached

9 messages

E Lehane <27profitsharingplan@gmail.com> Thu, Mar 19, 202
To: E Lehane <27profitsharingplan@gmail.com>
Bcc: Joe Short <Josephcshort@gmail.com>, Nick Marino <nmarino342@gmail.com>, Julie Kim <JKim@clevelandorchestra.com>, Penny Zaletel <Penny.Zaletel@playhousesquare.org>, Mike <mlehane@iatse27.com>, Bob Quayle <robert@quaylefinancial.com>, "Jessica S. Monroe" <jmonroe@smcnlaw.com>

Amendment attached.

Sincerely,

Eileen

Eileen M. Lehane
Coordinator
IATSE Local #27 Profit Sharing Plan
24600 Center Ridge Road, Suite 481
Westlake, Ohio 44145
440-641-1452 ~ telephone
440-641-1453 ~ facsimile

This message is confidential, intended only for the named recipient(s) and may contain information that is privileged or exempt from disclosure under applicable law. If you are not the intended recipient(s), you are notified that the dissemination, distribution or copying of this message is strictly prohibited. If you receive this message in error, or are not the named recipie please notify the sender at either the e-mail address or the telephone number above and delete this document from your computer. Thank you.

Amendment No 7 - COVID 19 - FINAL.doc
63K

Joe Short <josephcshort@gmail.com> Thu, Mar 19, 2020 at 4:08 PM
To: E Lehane <27profitsharingplan@gmail.com>

agree
[Quoted text hidden]
> <Amendment No 7 - COVID 19 - FINAL.doc>

Nancy Marino <nmarino342@gmail.com> Thu, Mar 19, 2020 at 5:50 PM
To: E Lehane <27profitsharingplan@gmail.com>

Agree, Nick.
[Quoted text hidden]

Kim, Julie <JKim@clevelandorchestra.com> Thu, Mar 19, 2020 at 6:47 PM
To: E Lehane <27profitsharingplan@gmail.com>

Approved, thanks for all your hard work on this. I hope you are staying safe & healthy!!!

Julie Kim

Senior Director of Operations & Venues

office: 216-231-7345

email: jkim@clevelandorchestra.com

THE CLEVELAND ORCHESTRA

[Quoted text hidden]

E Lehane <27profitsharingplan@gmail.com> Thu, Mar 19, 202
To: "Kim, Julie" <JKim@clevelandorchestra.com>

Thanks, Julie.

Had a Participant in today who was coughing in my direction without covering his mouth! I have decided that all communications from now on will be via telephone, email, or fax.

"shudders"

Sincerely,

Eileen

Eileen M. Lehane
Coordinator
IATSE Local #27 Profit Sharing Plan

24600 Center Ridge Road, Suite 481
Westlake, Ohio 44145
440-641-1452 ~ telephone
440-641-1453 ~ facsimile

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[Quoted text hidden]

Penny Zaletel <Penny.Zaletel@playhousesquare.org> Fri, Mar 20, 2020 at 2:47 PM
To: E Lehane <27profitsharingplan@gmail.com>

I agree Eileen.

Thank you all you are doing. You are doing a wonderful job.

Stay well,

Penny Zaletel

Sent from Mail for Windows 10

From: E Lehane <27profitsharingplan@gmail.com>
Sent: Thursday, March 19, 2020 3:43:55 PM
To: E Lehane <27profitsharingplan@gmail.com>
Subject: Amendment Attached

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

[Quoted text hidden]
[Quoted text hidden]

From: E Lehane
Sent: Thursday, March 19, 2020 3:44 PM
Subject: Amendment Attached

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

[Quoted text hidden]

E Lehane <27profitsharingplan@gmail.com> Fri, Mar 20, 2020 at 2:51 PM
To: Penny Zaletel <Penny.Zaletel@playhousesquare.org>

Thanks, Penny. I hope you stay well, also.

Right now my internet is down at work, so I am responding to emails on my phone. Excuse any typos!

Eileen

PS Did you get the chance to speak with Mike Lehane? There was an issue he needed to speak with you about
[Quoted text hidden]
--
[Quoted text hidden]

Penny Zaletel <Penny.Zaletel@playhousesquare.org> Fri, Mar 20, 2020 at 3:13 PM
To: E Lehane <27profitsharingplan@gmail.com>

Oh no.. What do you need to get it fixed?

Penny

[Quoted text hidden]
[Quoted text hidden]

E Lehane <27profitsharingplan@gmail.com> Fri, Mar 20, 2020 at 3:16 PM
To: Penny Zaletel <Penny.Zaletel@playhousesquare.org>

AMENDMENT NO. 8 TO THE I.A.T.S.E. LOCAL 27 PROFIT SHARING PLAN AND TRUST REGARDING COVID-19 RELATED HARDSHIP WITHDRAWALS

WHEREAS, the Trustees of the I.A.T.S.E. Local 27 Profit Sharing Plan and Trust (the "Trustees") are authorized by Article VIII of the I.A.T.S.E. Local 27 Profit Sharing Plan and Trust (the "Plan") to amend the Plan as appropriate;

WHEREAS, as a result of the spread of the COVID-19 virus, the President of the United States has declared a national emergency and there have been states of emergencies declared in numerous states and localities across the country;

WHEREAS, as a result of the COVID-19 virus there have been ongoing closures and cancellations resulting in loss of work and disruptions to routines and travel preventing individuals from work; and

WHEREAS, the continuing impact of the COVID-19 virus has caused significant volatility in investments;

NOW, THEREFORE, the following Sections of the Plan are amended to read as follows:

1. Subsection 6.5(b)(6) will be added to the Plan as follows:

   (6) Effective January 1, 2021, in-service distributions, when combined with any other distributions during the Plan Year, are limited to 80% of a Participant's account as of the previous valuation date. Effective January 1, 2021, 20% of distributions other than in-service or hardship distributions will be held in escrow pending the next valuation date, at which time the escrowed amount will be distributed after being adjusted according to Section 4.3.

2. Subsection 6.5(h) will be amended to read as follows:

   (h) Effective February 1, 2018, notwithstanding anything in this Plan to the contrary, Participant Accounts shall no longer be distributed as an annuity. All Participant Accounts shall be paid in one lump-sum payment in cash and such distributions shall not require spousal consent. When a participant has reached Normal Retirement Age, in-service distributions of up to 90% of a participant's credited account may be made upon the participant's request. In-service distributions may not occur more than once per Plan Year. For all distributions on or after February 1, 2018, other than hardship distributions or in-service distributions, 10% of the distribution will be held in escrow until the next Anniversary Date or other valuation date, at which time the escrowed amount will be distributed after being adjusted according to Section 4.3.

   Effective March 18, 2020, in-service distributions, when combined with any other distributions during the Plan Year, are limited to 70% of a Participant's account as of the

previous valuation date. Effective March 18, 2020, 30% of distributions other than in-service or hardship distributions will be held in escrow pending the next valuation date, at which time the escrowed amount will be distributed after being adjusted according to Section 4.3.

Effective January 1, 2021, 20% of distributions other than in-service or hardship distributions will be held in escrow pending the next valuation date, at which time the escrowed amount will be distributed after being adjusted according to Section 4.3.

3. Section 6.6(j)(1) will be amended to read as follows:

(1) All death benefits shall be paid in a single cash lump-sum payment as soon as administratively practicable following death. For all distributions of death benefits on or after February 1, 2018, 10% of the distribution will be held in escrow until the next Anniversary Date or other valuation date, at which time the escrowed amount will be distributed after being adjusted according to Section 4.3. For all distributions of death benefits on or after March 18, 2020, 30% of the distribution will be held in escrow until the next Anniversary Date or other valuation date, at which time the escrowed amount will be distributed after being adjusted according to Section 4.3. For all distributions of death benefits on or after January 1, 2021, 20% of the distribution will be held in escrow until the next Anniversary Date or other valuation date, at which time the escrowed amount will be distributed after being adjusted according to Section 4.3.

4. Section 6.6(f)(3) will be amended to read as follows:

(3) Notwithstanding the foregoing, effective February 1, 2018, distributions shall be made in one lump-sum cash payment. For all distributions on or after February 1, 2018, other than hardship distributions, 10% of the distribution will be held in escrow until the next Anniversary Date or other valuation date, at which time the escrowed amount will be distributed after being adjusted according to Section 4.3. For all distributions of benefits (other than hardship or in-service distributions) on or after March 18, 2020, 30% of the distribution will be held in escrow until the next Anniversary Date or other valuation date, at which time the escrowed amount will be distributed after being adjusted according to Section 4.3. For all distributions of benefits (other than hardship or in-service distributions) on or after January 1, 2021, 20% of the distribution will be held in escrow until the next Anniversary Date or other valuation date, at which time the escrowed amount will be distributed after being adjusted according to Section 4.3.

5. Article 11 will be amended to read as follows:

11.1 ELIGIBILITY

Up to 90% of the Vested portion of contributions made by an Employer to a Participant's Individual Account (and earnings or losses thereon) are eligible for hardship distributions

in accordance with procedures established by the Trustees. To obtain a hardship withdrawal, a Participant shall complete the application forms and submit the required documentation to the Trustees in accordance with such procedures as the Trustees shall establish. For hardship distributions prior to February 1, 2018, if a Participant is married, the Participant must obtain the written and notarized consent of his/her spouse on a form provided by the Trustees to receive a hardship withdrawal. Hardship distributions on or after February 1, 2018 shall not require spousal consent.

Effective March 18, 2020, the amount of a Participant's total hardship distributions and in-service distributions in a calendar year may not exceed 70% of the Participant's vested account as of the previous Valuation.

Effective January 1, 2021, the amount of a Participant's total hardship distributions and in-service distributions in a calendar year may not exceed 80% of the Participant's vested account as of the previous Valuation.

11.2 AMOUNT

The amount of any withdrawal pursuant to this Section shall not exceed the amount required to meet the heavy and immediate financial need (plus any amounts necessary to pay any income taxes or penalties reasonably anticipated as a result of the withdrawal). The Participant must represent in writing that the need cannot be relieved through other resources of the Participant and the Plan must have no actual knowledge that the Participant's need can be relieved through other resources that would not increase the immediate and heavy financial need. A Participant must submit full documentation establishing proof of the Participant's heavy and immediate financial need. A Former Participant or a Participant who is eligible for an In-Service distribution shall not be eligible to make any such withdrawals.

11.3 LIMITATIONS

Hardship withdrawals shall be available only if the withdrawal is made on account of an immediate and heavy financial need of the Participant satisfying one of the following standards. Participants may only receive one hardship distribution for each standard in subsections (c) through (f) in a rolling twelve-month period.

(a) Expenses (other than deductibles or co-payments) of at least $500 for medical care described in Section 213(d) of the Code incurred by the Participant, his spouse or children which have not been reimbursed by Medicaid, Medicare or any other health and welfare fund.

(b) Costs directly relating to the purchase (excluding mortgage payments) of the principal residence of the Participant including down payment, contract and title expenses. Hardship withdrawals under this provision will be granted to the Participant only once.

(c) Expenses incurred in connection with the payment of tuition and/or room and board and related educational fees at a state accredited educational institution for post-secondary education for the Participant, his spouse or children.

(d) Payment necessary to prevent the Participant's eviction from his principal residence or the foreclosure on the mortgage of the Participant's principal residence. The proceeds of any hardship withdrawal granted under this provision shall be paid by check made payable to the Participant and the mortgagee or landlord.

(e) Expenses incurred or necessary for the burial or funeral of an immediate family member of the Participant.

(f) Expenses for the repair of damage to the Participant's principal residence which would qualify for the casualty deduction under Section 165 of the Code. Such damage must be from an event that is sudden, unexpected, or unusual, such as an earthquake, fire, flood, vandalism, hurricane, storm, or tornado.

(g) Effective April 1, 2020 and through June 30, 2020, a Participant may request a withdrawal due to expenses and losses (including loss of income due to closures and layoffs) incurred by the Participant on account of the COVID-19 virus, regardless of whether the Participant was infected, quarantined, or otherwise isolated. A withdrawal pursuant to this subsection may only be requested once during this time period and is limited to $20,000. In addition, a distribution under this subsection, when combined with any other distributions during the Plan Year, cannot exceed 70% of the Participant's account as of the previous valuation date.

(h) Effective July 1, 2020 and through December 31, 2020, a Participant may request a withdrawal due to expenses and losses (including loss of income due to closures and layoffs) incurred by the Participant on account of the COVID-19 virus, regardless of whether the Participant was infected, quarantined, or otherwise isolated. A withdrawal pursuant to this subsection may only be requested once during this time period and is limited to $20,000, provided, however, that if the Participant received a distribution under subsection 11.3(g), the combined total of distributions under subsection 11.3(g) and this subsection cannot exceed $30,000. In addition, a distribution under this subsection, when combined with any other distributions during the Plan Year, cannot exceed 70% of the Participant's account as of the previous valuation date.

(i) Effective January 1, 2021 through June 30, 2021, a Participant may request a withdrawal due to expenses and losses (including loss of income due to closures and layoffs) incurred by the Participant on account of the COVID-19 virus, regardless of whether the Participant was infected, quarantined, or otherwise isolated. A withdrawal pursuant to this subsection may only be requested once during this time period and is limited to $20,000. A distribution under this subsection, when combined with any other distributions during the Plan Year, cannot exceed 80% of the Participant's account as of the previous valuation date.

11.4 RESTRICTIONS

Hardship distributions shall in all instances be subject to the restrictions imposed by the Internal Revenue Code and Regulations promulgated thereunder.

Adopted on the _____ day of _____, _____ by action of the Board of Trustees.

UNION TRUSTEES

Nicholas Marino

Nicholas Marino

6-20-22

Date of Execution

J Short

Joseph Short

6/20/22

Date of Execution

MANAGEMENT TRUSTEES

_____

Julie Kim

Date of Execution

Penny Zaletel

Penny Zaletel

6·20·22

Date of Execution

AMENDMENT NO. 9 TO THE
I.A.T.S.E. LOCAL 27 PROFIT SHARING PLAN AND TRUST

WHEREAS, the Trustees of the I.A.T.S.E. Local 27 Profit Sharing Plan and Trust (the "Trustees") are authorized by Article VIII of the I.A.T.S.E. Local 27 Profit Sharing Plan and Trust (the "Plan") to amend the Plan as appropriate;

WHEREAS, the Trustees desire to amend the Plan to reduce the hours of service required to prevent a one-year break in service during 2020 given the effects of the COVID-19 pandemic on the industry;

NOW, THEREFORE, the following Sections of the Plan are amended to read as follows, effective January 1, 2021:

1.29 "1-Year Break in Service" means the applicable computation period during which an Employee has not completed more than 500 Hours of Service with an Employer. However, for computation periods during the Plan Year commencing on January 1, 2020, a 1-year Break in Service means the applicable computation period during which an Employee has not completed at least 250 Hours of Service with an Employer. Further, solely for the purpose of determining whether a Participant has incurred a 1-Year Break in Service, Hours of Service shall be recognized for "authorized leaves of absence" or for any other reasons provided by the Family Medical and Leave Act, and "maternity and paternity or family medical leaves of absence." Year of Service and 1-Year Breaks in Service shall be measured on the same computation period.

"Authorized leave of absence" means an unpaid, temporary cessation from active employment with an Employer pursuant to an established nondiscriminatory policy, whether occasioned by illness, military service, or any other reason.

A "maternity or paternity or family medical leave of absence" means, for Plan Years beginning after December 31, 1984, an absence of work for any period by reason of the Employee's pregnancy, birth of the Employee's child, placement of a child with the Employee in connection with the adoption of such child, or any absence for the purpose of caring for such child for a period immediately following such birth or placement or for any other reasons as provided by the Family Medical and Leave Act. For this purpose, Hours of Service shall be credited for the computation period in which the absence from work begins, only if credit therefore is necessary to prevent the Employee from incurring a 1-Year Break in Service, or, in any other case, in the immediately following computation period. The Hours of Service credited for a "maternity or paternity leave of absence" shall be those which would normally have been credited but for such absence, or, in any case in which the Board of Trustees is unable to determine such hours normally credited, eight (8) Hours of Service per day. The total Hours of Service required to be credited for a "maternity or paternity leave of absence" shall not exceed 501.

1.44 "Year of Service" means the computation period of twelve (12) consecutive months, herein set forth, during which an Employee has at least 500 Hours of Service for Plan Years after December 31, 2015. However, for the Plan Year commencing on January 1, 2020, an Employee will be credited with a Year of Service if the Employee completed at least 250 Hours of Service.

For Plan Years prior to January 1, 2016, Year of Service means the computation period of twelve (12) consecutive months, herein set forth, during which an Employee has at least 1,000 Hours of Service.

For vesting purposes, the computation period shall be the Plan Year, including periods prior to the Effective Date of the Plan.

For all other purposes, the computation period shall be the Plan Year.

Notwithstanding the foregoing, for any short Plan Year, the determination of whether an Employee has completed a Year of Service shall be made in accordance with Department of Labor Regulation Section 2530.203-2(c).

Years of Service with any Affiliated Employer shall be recognized.

Adopted on the 20th day of December 2021 by action of the Board of Trustees.

UNION TRUSTEES

Nicholas Marino

Nicholas Marino

6-20-22

Date of Execution

Joseph Short

Joseph Short

6/20/22

Date of Execution

MANAGEMENT TRUSTEES

Penny Zaletel

Penny Zaletel

6.20.22

Date of Execution

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AMENDMENT NO. 10 TO THE I.A.T.S.E. LOCAL 27 PROFIT SHARING PLAN AND TRUST REGARDING COVID-19 RELATED HARDSHIP WITHDRAWALS

WHEREAS, the Trustees of the I.A.T.S.E. Local 27 Profit Sharing Plan and Trust (the "Trustees") are authorized by Article VIII of the I.A.T.S.E. Local 27 Profit Sharing Plan and Trust (the "Plan") to amend the Plan as appropriate;

WHEREAS, the Trustees wish to amend the Plan to permit hardship withdrawals when a Participant is unable to work due to a temporary disability;

NOW, THEREFORE, the following Sections of the Plan are amended to read as follows effective January 1, 2022:

1. Article 11 will be amended to read as follows:

11.1 ELIGIBILITY

Up to 90% of the Vested portion of contributions made by an Employer to a Participant's Individual Account (and earnings or losses thereon) are eligible for hardship distributions in accordance with procedures established by the Trustees. To obtain a hardship withdrawal, a Participant shall complete the application forms and submit the required documentation to the Trustees in accordance with such procedures as the Trustees shall establish. For hardship distributions prior to February 1, 2018, if a Participant is married, the Participant must obtain the written and notarized consent of his/her spouse on a form provided by the Trustees to receive a hardship withdrawal. Hardship distributions on or after February 1, 2018 shall not require spousal consent.

Effective March 18, 2020, the amount of a Participant's total hardship distributions and in-service distributions in a calendar year may not exceed 70% of the Participant's vested account as of the previous Valuation.

Effective January 1, 2021, the amount of a Participant's total hardship distributions and in-service distributions in a calendar year may not exceed 80% of the Participant's vested account as of the previous Valuation.

11.2 AMOUNT

The amount of any withdrawal pursuant to this Section shall not exceed the amount required to meet the heavy and immediate financial need (plus any amounts necessary to pay any income taxes or penalties reasonably anticipated as a result of the withdrawal). The Participant must represent in writing that the need cannot be relieved through other resources of the Participant and the Plan must have no actual knowledge that the Participant's need can be relieved through other resources that would not increase the immediate and heavy financial need. A Participant must submit full documentation

establishing proof of the Participant's heavy and immediate financial need. A Former Participant or a Participant who is eligible for an In-Service distribution shall not be eligible to make any such withdrawals.

11.3 LIMITATIONS

Hardship withdrawals shall be available only if the withdrawal is made on account of an immediate and heavy financial need of the Participant satisfying one of the following standards. Participants may only receive one hardship distribution for each standard in subsections (c) through (f) in a rolling twelve-month period.

(a) Expenses (other than deductibles or co-payments) of at least $500 for medical care described in Section 213(d) of the Code incurred by the Participant, his spouse or children which have not been reimbursed by Medicaid, Medicare or any other health and welfare fund.

(b) Costs directly relating to the purchase (excluding mortgage payments) of the principal residence of the Participant including down payment, contract and title expenses. Hardship withdrawals under this provision will be granted to the Participant only once.

(c) Expenses incurred in connection with the payment of tuition and/or room and board and related educational fees at a state accredited educational institution for post-secondary education for the Participant, his spouse or children.

(d) Payment necessary to prevent the Participant's eviction from his principal residence or the foreclosure on the mortgage of the Participant's principal residence. The proceeds of any hardship withdrawal granted under this provision shall be paid by check made payable to the Participant and the mortgagee or landlord.

(e) Expenses incurred or necessary for the burial or funeral of an immediate family member of the Participant.

(f) Expenses for the repair of damage to the Participant's principal residence which would qualify for the casualty deduction under Section 165 of the Code. Such damage must be from an event that is sudden, unexpected, or unusual, such as an earthquake, fire, flood, vandalism, hurricane, storm, or tornado.

(g) Effective April 1, 2020 and through June 30, 2020, a Participant may request a withdrawal due to expenses and losses (including loss of income due to closures and layoffs) incurred by the Participant on account of the COVID-19 virus, regardless of whether the Participant was infected, quarantined, or otherwise isolated. A withdrawal pursuant to this subsection may only be requested once during this time period and is limited to $20,000. In addition, a distribution under this subsection, when combined with any other distributions during the Plan Year, cannot exceed 70% of the Participant's account as of the previous valuation date.

(h) Effective July 1, 2020 and through December 31, 2020, a Participant may request a withdrawal due to expenses and losses (including loss of income due to closures and layoffs) incurred by the Participant on account of the COVID-19 virus, regardless of whether the Participant was infected, quarantined, or otherwise isolated. A withdrawal pursuant to this subsection may only be requested once during this time period and is limited to $20,000, provided, however, that if the Participant received a distribution under subsection 11.3(g), the combined total of distributions under subsection 11.3(g) and this subsection cannot exceed $30,000. In addition, a distribution under this subsection, when combined with any other distributions during the Plan Year, cannot exceed 70% of the Participant's account as of the previous valuation date.

(i) Effective January 1, 2021 through June 30, 2021, a Participant may request a withdrawal due to expenses and losses (including loss of income due to closures and layoffs) incurred by the Participant on account of the COVID-19 virus, regardless of whether the Participant was infected, quarantined, or otherwise isolated. A withdrawal pursuant to this subsection may only be requested once during this time period and is limited to $20,000. A distribution under this subsection, when combined with any other distributions during the Plan Year, cannot exceed 80% of the Participant's account as of the previous valuation date.

(j) Effective January 1, 2022, a Participant may request a withdrawal of contributions that have been in the Participant's account for at least two years if: (1) the Participant is facing a severe financial hardship, defined as present or impending financial ruin or inability to meet necessary living expenses; (2) the Participant has been unable to work in the Participant's normal occupation for a period of at least 30 (thirty) days prior to the request due to the Participant's non-work related illness or injury, as certified by a licensed medical professional on a form designated or deemed acceptable by the Trustees; and (3) the Participant is not expected to be able to return to work for at least another thirty (30) days, as certified by a licensed medical professional on a form designated or deemed acceptable by the Trustees. Any distribution under this provision may not exceed the Participant's average weekly income in the prior calendar year times the number of weeks the Participant is unable to work.

11.4 RESTRICTIONS

Hardship distributions shall in all instances be subject to the restrictions imposed by the Internal Revenue Code and Regulations promulgated thereunder.

MANAGEMENT TRUSTEES

Penny Zaletel

PENNY ZALETEL

6·20·22

Date of Execution

UNION TRUSTEES

Nicholas Marino

Nicholas Marino

6-20-22

Date of Execution

Joseph Short

Joseph Short

6/20/22

Date of Execution

AMENDMENT NO. 11 TO THE
I.A.T.S.E. LOCAL 27 PROFIT SHARING PLAN AND TRUST

WHEREAS, the Trustees of the I.A.T.S.E. Local 27 Profit Sharing Plan and Trust (the "Trustees") are authorized by Article VIII of the I.A.T.S.E. Local 27 Profit Sharing Plan and Trust (the "Plan") to amend the Plan as appropriate;

WHEREAS, the Trustees desire to amend the Plan to reduce the hours of service required to prevent a one-year break in service during 2021 and 2022 given the continuing effects of the COVID-19 pandemic on the industry;

NOW, THEREFORE, the following Sections of the Plan are amended to read as follows, effective January 1, 2022:

1.29 "1-Year Break in Service" means the applicable computation period during which an Employee has not completed more than 500 Hours of Service with an Employer. However, for computation periods during the Plan Years commencing on January 1, 2020, 2021, and 2022, a 1-year Break in Service means the applicable computation period during which an Employee has not completed at least 250 Hours of Service with an Employer. Further, solely for the purpose of determining whether a Participant has incurred a 1-Year Break in Service, Hours of Service shall be recognized for "authorized leaves of absence" or for any other reasons provided by the Family Medical and Leave Act, and "maternity and paternity or family medical leaves of absence." Year of Service and 1-Year Breaks in Service shall be measured on the same computation period.

"Authorized leave of absence" means an unpaid, temporary cessation from active employment with an Employer pursuant to an established nondiscriminatory policy, whether occasioned by illness, military service, or any other reason.

A "maternity or paternity or family medical leave of absence" means, for Plan Years beginning after December 31, 1984, an absence of work for any period by reason of the Employee's pregnancy, birth of the Employee's child, placement of a child with the Employee in connection with the adoption of such child, or any absence for the purpose of caring for such child for a period immediately following such birth or placement or for any other reasons as provided by the Family Medical and Leave Act. For this purpose, Hours of Service shall be credited for the computation period in which the absence from work begins, only if credit therefore is necessary to prevent the Employee from incurring a 1-Year Break in Service, or, in any other case, in the immediately following computation period. The Hours of Service credited for a "maternity or paternity leave of absence" shall be those which would normally have been credited but for such absence, or, in any case in which the Board of Trustees is unable to determine such hours normally credited, eight (8) Hours of Service per day. The total Hours of Service required to be credited for a "maternity or paternity leave of absence" shall not exceed 501.

1.44 "Year of Service" means the computation period of twelve (12) consecutive months, herein set forth, during which an Employee has at least 500 Hours of Service for Plan

Years after December 31, 2015. However, for the Plan Years commencing on January 1, 2020, 2021, and 2022, an Employee will be credited with a Year of Service if the Employee completed at least 250 Hours of Service.

For Plan Years prior to January 1, 2016, Year of Service means the computation period of twelve (12) consecutive months, herein set forth, during which an Employee has at least 1,000 Hours of Service.

For vesting purposes, the computation period shall be the Plan Year, including periods prior to the Effective Date of the Plan.

For all other purposes, the computation period shall be the Plan Year.

Notwithstanding the foregoing, for any short Plan Year, the determination of whether an Employee has completed a Year of Service shall be made in accordance with Department of Labor Regulation Section 2530.203-2(c).

Years of Service with any Affiliated Employer shall be recognized.

MANAGEMENT TRUSTEES

Penny Zaletel — 6·20·22

Penny Zaletel — Date of Execution

Leah Monder — Date of Execution

UNION TRUSTEES

Nicholas Marino — 6 20 22

Nicholas Marino — Date of Execution

Joseph Short — 6-20-22

Joseph Short — Date of Execution

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AMENDMENT NO. 12 TO THE

I.A.T.S.E. LOCAL 27 PROFIT SHARING PLAN AND TRUST

WHEREAS, the Trustees of the I.A.T.S.E. Local 27 Profit Sharing Plan and Trust (the "Trustees") are authorized by Article VIII of the I.A.T.S.E. Local 27 Profit Sharing Plan and Trust (the "Plan") to amend the Plan as appropriate;

WHEREAS, the Trustees desire to amend the Plan according to the requirements of the SECURE Act and SECURE Act 2.0;

NOW, THEREFORE, the following Sections of the Plan are amended to read as follows, effective January 1, 2020:

1. Section 6.5(e) is amended to read as follows:

6.5 DISTRIBUTION OF BENEFITS

(e) Notwithstanding any provision in the Plan to the contrary, the distribution of a Participant's benefits, whether under the Plan or through the purchase of an annuity contract, shall comply with Code Section 401(a)(9) and the Regulations thereunder, the provisions of which are incorporated herein by reference and are more fully addressed in Section 6.13.

(1) A Participant's Required Beginning Date shall be April 1st of the calendar year following the later of:

(i) the calendar year in which the Participant attains age 70½ for Participants who attained age 70½ before December 31, 2019;

(ii) the calendar year in which the Participant attains age 72 for Participants who attained age 70½ on or after December 31, 2019 ;

(iii) the calendar year in which the Participant attains age 73 for Participants who attain age 72 after December 31, 2022;

(iv) the calendar year in which the Participant attains age 75 for Participants who attain age 74 after December 31, 2032 (the ages indicated in clauses (i), (ii), (iii) above and in this clause (iv) are the "Applicable Ages"); or

(v) the calendar year in which the Participant retires, provided, however, that this clause (v) shall not apply in the case of a Participant who is a "five (5) percent owner". A Participant shall be deemed a five-percent owner if he or she is a five-percent owner as defined by Code Section 416(i) at any time during the Plan Year ending with or within the calendar year in which such Participant attains

his or her Applicable Age. Once distributions have begun to a Participant who is five-percent owner under this Section, they must continue to be distributed, even if the Participant ceases to be a five-percent owner in a subsequent year.

(2) Distributions to a Participant and his Beneficiaries shall only be made in accordance with the incidental death benefit requirements of Code Section 401(a)(9)(G) and the Regulations thereunder.

2. Section 6.13 of the Plan is amended to read as follows:

6.13 REQUIRED MINIMUM DISTRIBUTIONS COMMENCING JANUARY 1, 2003

(a) General Rules

(1) Effective Date. The provisions of this Section will apply for purposes of determining required minimum distributions for calendar years beginning with the 2003 calendar year.

(2) Precedence. The requirements of this Section will take precedence over any inconsistent provisions of the Plan.

(3) Requirements of Treasury Regulations Incorporated. All distributions required under this Section will be determined and made in accordance with Section 401(a)(9) of the Internal Revenue Code and the Treasury Regulations thereunder, as amended.

(b) Time and Manner of Distribution

(1) Required Beginning Date. The Participant's entire interest will be distributed, or begin to be distributed, to the Participant no later than the Participant's Required Beginning Date.

(2) Death of Participant Before Distributions Begin. If the Participant dies before distributions begin, the Participant's entire interest will be distributed, or begin to be distributed, no later than as follows:

(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 the Applicable Age, if later.

(B) If the Participant's surviving spouse is not the Participant's sole designated Beneficiary, then distributions to the designated Beneficiary will begin by December 31 of the calendar year immediately following the

calendar year in which the Participant died. With respect to lump sum distributions or partial lump sum distributions, the preceding sentence shall not apply, and the Participant's entire interest shall be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(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 (b)(2), other than Section (b)(2)(A), will apply as if the surviving spouse were the Participant.

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

(3) Forms of Distribution. Unless the Participant's interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the required beginning date, as of the first distribution calendar year distributions will be made in accordance with Sections (c) and (d) of this Section. 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.

(c) Required Minimum Distributions During Participant's Lifetime

(1) Amount of Required Minimum Distribution For Each Distribution Calendar Year. During the Participant's lifetime, the minimum amount that will be distributed for each distribution calendar year is the lesser of:

(A) the quotient obtained by dividing the Participant's account balance by the distribution period in the Uniform Lifetime Table set forth in Section 1.401(a)(9)-9 of the Treasury Regulations, using the Participant's age as of the Participant's birthday in the distribution calendar year; or

(B) if the Participant's sole designated Beneficiary for the distribution calendar year is the Participant's spouse who is more than ten years younger than the Participant, the quotient obtained by dividing the Participant's account balance by the number in the Joint and Last Survivor Table set forth in Section 1.401(a)(9)-9 of the Treasury Regulations, using the Participant's and spouse's attained ages as of the Participant's and spouse's birthdays in the distribution calendar year.

(2) Lifetime Required Minimum Distributions Continue Through Year of Participant's Death. Required minimum distributions will be determined under this Section (c) beginning with the first distribution calendar year and up to and including the distribution calendar year that includes the Participant's date of death.

(d) Required Minimum Distributions After Participant's Death

(1) Death On or After Date Distributions Begin.

(A) Participant Survived by Designated Beneficiary. If the Participant dies on or after the date distributions begin (the Participant's Required Beginning Date) and there is a designated Beneficiary, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's account balance by the longer of the remaining life expectancy of the Participant or the remaining life expectancy of the Participant's designated Beneficiary, determined as follows, using the Single Life Table in § 1.401(a)(9)-9(c)(1) to determine life expectancy:

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

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

(iii) If the Participant's surviving spouse is not the Participant's sole designated Beneficiary, the designated Beneficiary's remaining life expectancy is calculated using the age of the Beneficiary in the

year following the year of the Participant's death, reduced by one for each subsequent year.

(B) No Designated Beneficiary. If the Participant dies on or after the date distributions begin and there is no designated Beneficiary as of September 30 of the year after the year of the Participant's death, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's account balance by the Participant's remaining life expectancy calculated using the age of the Participant in the year of death, reduced by one for each subsequent year, as determined by the Single Life Table in § 1.401(a)(9)-9(c)(1).

(2) Death Before Date Distributions Begin.

(A) Participant Survived by Designated Beneficiary. If the Participant dies before the date distributions begin and there is a designated Beneficiary, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's account balance by the remaining life expectancy of the Participant's designated Beneficiary, determined as provided in Section (d)(1). With respect to lump sum distributions or partial lump sum distributions, the preceding sentence shall not apply, and the Participant's entire interest shall be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(B) 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.

(C) Death of Surviving Spouse Before Distributions to Surviving Spouse Are Required to Begin. If the Participant dies before the date distributions begin, the Participant's surviving spouse is the Participant's sole designated Beneficiary, and the surviving spouse dies before distributions are required to begin to the surviving spouse under Section (b)(2)(A), this Section (d)(2) will apply as if the surviving spouse were the Participant.

(e) Definitions

(1) Designated beneficiary. The individual who is designated as the Beneficiary under Article 6 of the Plan and is the Beneficiary under Code Section 401(a)(9) and the Treasury Regulations.

(2) Distribution calendar year. A calendar year for which a minimum distribution is required, as determined under Code Section 401(a)(9) and the Regulations thereunder.

(3) Life expectancy. Life expectancy as computed by use of the applicable table in Section 1.401(a)(9)-9 of the Treasury Regulations.

(4) Participant's account balance. The account balance as of the last valuation date in the calendar year immediately preceding the distribution calendar year (valuation calendar year) increased by the amount of any contributions made and allocated or Forfeitures allocated to the account balance as of dates in the valuation calendar year after the valuation date and decreased by distributions made in the valuation calendar year after the valuation date. The account balance for the valuation calendar year includes any amounts rolled over or transferred to the Plan either in the valuation calendar year or in the distribution calendar year if distributed or transferred in the valuation calendar year.

(5) Required Beginning Date. The date specified in Section 6.5(e)(1) of the Plan.

Adopted on the 24th day of November 2025 by action of the Board of Trustees.

MANAGEMENT TRUSTEES

Penny Zaletel	11-24-25
Penny Zaletel	Date of Execution
Leah Monder	Date of Execution

UNION TRUSTEES

	11/24/25
Steve Stuckert	Date of Execution
Joseph Short	Date of Execution

AMENDMENT NO. 13 TO THE

I.A.T.S.E. LOCAL 27 PROFIT SHARING PLAN AND TRUST

WHEREAS, the Trustees of the I.A.T.S.E Local 27 Profit Sharing Plan and Trust (the "Trustees") are authorized by Article VIII of the I.A.T.S.E. Local 27 Profit Sharing Plan and Trust (the "Plan") to amend the Plan as appropriate;

WHEREAS, the Trustees desire to amend the Plan to modify the time at which a Vested Terminated Participant may elect a withdrawal of his or her benefit prior to the Participant's death, Total and Permanent Disability or Normal Retirement;

NOW, THEREFORE, the following Sections of the Plan are amended to read as follows, effective January 1, 2026:

1. Section 6.4 is amended to read as follows:

6.4 DETERMINATION OF BENEFITS UPON TERMINATION

(a) On or before the Anniversary Date coinciding with or subsequent to the termination of a Vested Participant's employment for any reason other than death, Total and Permanent Disability or retirement, the Board of Trustees may segregate the amount of such Vested Terminated Participant's Account and invest the aggregate amount thereof in a separate, federally insured savings account, certificate of deposit, common or collective trust fund of a bank or a deferred annuity. In the event the Participant's Account is not segregated, the amount shall remain in a separate account for the Vested Terminated Participant and share in allocations pursuant to Section 4.3 until such time as a distribution is made to the Vested Terminated Participant.

Distribution of the funds due to a Vested Terminated Participant shall be made on the occurrence of an event which would result in the distribution had the Vested Terminated Participant remained in the employ of an Employer (upon the Participant's death, Total and Permanent Disability or Normal Retirement). However, at the election of the Participant, the Board of Trustees shall cause the entire portion of the Vested Terminated Participant's Account to be payable to such Vested Terminated Participant after the first valuation date following a 1-Year Break in Service. Any distribution under this paragraph shall be made in a manner which is consistent with and satisfies the provisions of Section 6.5, including, but not limited to, all notice and consent requirements of Code Sections 417 and 411(a)(11) and the Regulations thereunder.

If the value of a Vested Terminated Participant's benefit does not exceed $1,000 ($5,000 for distributions prior to January 1, 2005) and has never exceeded $1,000 ($5,000 for distributions prior to January 1, 2005) at the time of any prior distribution, the Board of Trustees shall cause the entire benefit to be paid to such Participant in a single lump sum. In the event a Participant subject to such payment cannot be located using the procedures set forth in Section 6.9, the Trustees may deposit the lump sum into an individual retirement plan on behalf of the Participant, in accordance with 29 C.F.R. Section 2550.404a-2.

(b) An individual who became a Participant prior to May 9, 2016 shall become fully Vested in his or her Participant's Account immediately upon entry into the Plan. An individual who became a Participant on or after May 9, 2016 shall become fully Vested in his or her Participant's Account after completion of two Years of Service, and prior to completion of such Years of Service, the Participant's vesting percentage shall be zero. Notwithstanding the foregoing vesting schedule, a Participant shall become fully Vested in his or her Participant's Account upon the attainment of Normal Retirement Age, provided the Participant is still employed by an Employer at such time.

(c) The computation of a Participant's nonforfeitable percentage of his or her interest in the Plan shall not be reduced as the result of any direct or indirect amendment to this Plan. For this purpose, the Plan shall be treated as having been amended if the Plan provides for an automatic change in vesting due to a change in top heavy status. In the event that the Plan is amended to change or modify any vesting schedule, a Participant with at least three (3) Years of Service as of the expiration date of the election period may elect to have his or her nonforfeitable percentage computed under the Plan without regard to such amendment. If a Participant fails to make such election, then such Participant shall be subject to the new vesting schedule. The Participant's election period shall commence on the adoption date of the amendment and shall end 60 days after the latest of:

(1) the adoption date of the amendment;

(2) the effective date of the amendment; or

(3) the date the Participant receives written notice of the amendment from the Board of Trustees.

(d) If any Former Participant shall be reemployed by an Employer, he or she shall continue to participate in the Plan in the same manner as if such termination has not occurred, except as set forth in subsection (e).

(e) In the event a Participant experiences five (5) consecutive 1-Year Breaks in Service, such Participant shall forfeit the non-Vested portion of his or her Participant's Account, including the Employer contributions that are contributed to the Participant's Account in accordance with Article IV, together with any earnings thereon. Such Forfeitures shall be applied to the payment of Plan expenses.

Adopted on this 8th day of June, 2026 by action of the Board of Trustees.

UNION TRUSTEES

Michael Monter	6/8/26 Date of Execution
Steve Stuckert	6/8/26 Date of Execution

EMPLOYER TRUSTEES

Penny Zaletel	6-8-26 Date of Execution
Leah Monder	6-8-26 Date of Execution