

America's Family Defined Benefit Pension Plan

**Application for
Special Financial Assistance**

Required Trustee Signature

Pursuant to Pension Benefit Guaranty Corporation's Interim Final Rule, 29CFR Parts 4000 and 4262, issued under Section 4000 and 4262 of the Employee Retirement Income Security Act, as amended 1974 ("ERISA") and published in the Federal Register on July 12, 2021 (the "Regulations"), the Board of Trustees of the America's Family Defined Benefit Pension Plan (the "Plan") submits this application, and the accompanying Exhibits, to the PBGC for approval of Special Financial Assistance.

Name: EDWARD A. PENKALSKI

Signature: Edward A. Penkalski

Date: 3/28/2022

Title: Union Trustee

Name: Steven Cappellino

Signature: St. Cappellino

Date: 3/22/2022

Title: Employer Trustee

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A. Plan Identifying Information

Name of the Plan	America's Family Defined Benefit Pension Plan
Employer Identification Number	16-6103576
Three-digit Plan Number	001
Notice filer name	Philip Stashin
Role of filer	Plan Consultant
Total Amount Requested	\$ 154,005,866

B. Plan Documents

(1) Plan documentation

- a. Plan document and amendments

See attached documents labeled:

Most recent plan document, file labeled: **PlandocAmerFam.pdf**

All amendments since last restatement, files labeled: **AmendcertAmerFam.pdf**

- b. Trust Agreement and amendments, file labeled: **TrustAmerFam.pdf**

- c. Amendment required by 4262.6€(1) of PBGC's SFA Regulation

See attached document labeled: **AmendcertAmerFam.pdf**

- d. Proposed plan amendment required by 4262.6€(2) of PBGC's SFA Regulation

See attached document labeled: **AmendcertAmerFam.pdf**

(2) Actuarial Valuation Report

See attached documents labeled:

2018AVRAmerFam.pdf

2019AVRAmerFam.pdf

2020AVRAmerFam.pdf

(3) Rehabilitation Plan

The most recent Rehabilitation Plan is attached, document labeled: **RehabAmerFam.pdf** There have been no updates.

(4) Form 5500

See attached document labeled: **2020Form5500AmerFam.pdf**

(5) Zone Certifications

See attached documents labeled:

2018ZoneAmerFam.pdf
2019ZoneAmerFam.pdf
2020ZoneAmerFam.pdf

Documentation supporting a certification of critical and declining statement is not required, as the plan is insolvent.

(6) Account Statements

This Plan is insolvent and the information was previously submitted to PBGC

(7) Plan's Financial Statements

This Plan is insolvent and the information was previously submitted to PBGC

(8) Bank Information for Payment

See attached document labeled **FedwireAmerFam.pdf**

C. Plan Data

(1) Form 5500 projection

See attached file labeled: **Template1AmerFam.xlsx**

(2) Contributing Employers

The Plan has less than 10,000 participants, therefore this is not required.

(3) Historical Plan Information

See attached file labeled: **Template3AmerFam.xlsx**

(4) SFA Determination

See attached file labeled: **Template4AmerFam.xlsx**

(5) Baseline Details

See attached file labeled: **Template5AmerFam.xlsx**

(6) Assumption Details

a. Assumptions for SFA Eligibility

The Plans eligibility is based on Section 4262.3(a)(4) and therefore is not required.

b. Assumptions for SFA Amount

See attached files labeled: **AssumptionsAmerFam.pdf**

(7) Contribution and Withdrawal Liability Detail

See attached file labeled: **Template8AmerFam.xlsx**

(8) Participant Data

The Plan has less than 350,000 participants, therefore this is not required.

D. Plan Statements

(1) SFA request cover letter

This is optional and therefore not attached.

(2) Plan Sponsor Information

Name	Board of Trustees America's Family Defined Benefit Pension Plan
Address	America's Family Defined Benefit Pension Plan 35 George Karl Blvd, Suite 300 Williamsville, NY 14221
Email	Billo@afbp.com
Phone Number	(716) 783-1610
Authorized Representative	William Ochocinski (Admin- phone # above)
Authorized Representative	Philip Stashin (212) 643-0100 X-212 pstashin@fedpen.com

(3) Eligibility

America's Family Defined Benefit Plan meets the eligibility requirements under ERISA 4262(b)(1)(A) as the Plan. The plan became insolvent on September 1 2021 and continues to remain insolvent without terminating as of March 11, 2021.

(4) Priority Group Identification

Under PBGC Regulation 4262.10(d)(2), the America's Family Defined Benefit Pension Plan is in Priority Group 1 since the Plan is currently insolvent and has been receiving PBGC assistance.

(5) Development of the assumed future contributions and future withdrawal liability payments

When Employers Collective Bargaining Agreements are expiring, the employers are bargaining that any new hires will not be in the Defined Benefit Plan. We assumed 50% of people leaving the plan

during the first two years will be replaced, the next two years 25% will be replaced and starting with the 5th year no participants will be replaced.

There is one employer making withdrawal liability payments of \$21,099 per quarter with the last payment of \$12,874 due April 2031. We have assumed that these payments will continue, but no additional employers will withdraw from the Plan.

(6) Assumptions

a. Eligibility Assumptions

Not applicable, as the fund is insolvent

b. Assumptions

The changes in assumptions and the rationale for such changes are detailed in the attached document labeled **AssumptionsAmerFam.pdf**

(7) How Plan will reinstate Benefits

The Plan will reinstate benefits in a lump sum with the first or second payment after benefits are restored. As of the SFA Measurement Date (December 31, 2021), the amount of benefits suspended were \$ 449,766. The lump sum will include all benefits suspended from September 1, 2021 through the date benefits are restored; however, benefits suspended commencing January 1, 2022 are included in the benefit projections.

(8) Reconciliation of Fair Market of Plan Assets as of SFA Measurement Date

Since the plan is insolvent this information was previously submitted to PBGC

E. Checklist and Certifications

(1) Checklist

See attached file labeled: **ChecklistAmerFam.xlsx**

(2) Certification if Plan is eligible under section 4262(b)(1)(C) of ERISA

The Plan is not eligible under section 4262(b)(1)(C) of ERISA; therefore this is not required.

(3) Certification of Priority Status

The Plan is insolvent under Section 4245(a) of ERISA; therefore this is not required.

(4) Certification of Plan Sponsor to the Accuracy of the Fair Market of Plan Assets

The Plan is insolvent. The asset amount as of December 31, 2021 (the Special Financial Assistance measurement date), was developed by PBGC to be \$2,238,391.

(5) Certification by Plan's Enrolled Actuary Certifying SFA Amount

This is to certify that the requested amount of Special Financial Assistance ("SFA") is

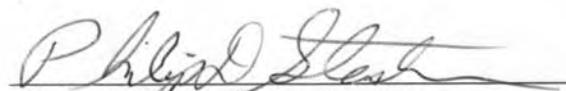
the amount to which America's Family Defined Benefit Pension Plan ("Plan") is entitled under section 4262(j)(1) of ERISA and Section 4262.4 of PBGC's SFA regulation. The amount of SFA for the Plan was calculated as of the SFA measurement date of December 31, 2021 in accordance with generally accepted actuarial principles and practices and the provisions under section 4262.4(e) of PBGC's SFA regulation.

Federation Pension Bureau has determined the amount of SFA at the request of the Board of Trustees as part of the Plan's application for SFA. The calculation of the amount of SFA shown in the Plan's application for SFA is not applicable for other purposes.

The calculation of the amount of SFA is based on the assumptions and methods described in Section D, Item 6b of the "Instructions for Filing Requirements for Multiemployer Plans Applying for Special Financial Assistance." In addition, it is based on the participant data used for the January 1, 2021 actuarial valuation of the Plan. Federation does not audit the data provided. The accuracy and comprehensiveness of the data is the responsibility of those supplying the data. To the extent we can, however, Federation does review the data for reasonableness and consistency. Based on our review of the data, we have no reason to doubt the substantial accuracy of the information on which we based the calculation of the SFA amount and we have no reason to believe there are facts or circumstances that would affect the validity of these results.

Federation does not practice law and, therefore, cannot and does not provide legal advice. Any statutory interpretation on which these calculations are based, reflects Federation's understanding as an actuarial firm.

I am a member of the American Academy of Actuaries and I meet the Qualification Standards of the American Academy of Actuaries to render the actuarial opinion herein, To the best of my knowledge, the information supplied herein is complete and accurate. Each prescribed assumption for the determination of the amount of SFA was applied in accordance with applicable law and regulations. In my opinion, all other assumptions are reasonable taking into account the experience of the plan and reasonable expectations.



Philip D. Stashin, FCA, MAAA

President

Enrolled Actuary No. 20-02485

Phone Number (212) 643-0100 Ext. 212

Application Checklist

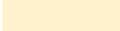
v20210708p

Instructions for Section E, Item 1 of the Instructions for Filing Requirements for Multiemployer Plans Applying for Special Financial Assistance (SFA):

The Application for Approval of Special Financial Assistance Checklist ("Application Checklist" or "Checklist") identifies all information required to be filed with the application.

The information in this Application Checklist, and the Application Checklist itself, are uploaded in PBGC's e-Filing Portal by logging into the e-Filing Portal, going to the Multiemployer Events section and clicking on "Create New ME Filing," and then under "Select a Filing Type," selecting "Application for Financial Assistance – Special." Note, if you go to the e-Filing Portal and do not see the option "Application for Financial Assistance – Special," this means that the portal is currently closed and PBGC is not accepting applications at this time, unless the plan is eligible to make an emergency filing under § 4262.10(f). PBGC's website at www.pbgc.gov will be updated when the e-Filing Portal reopens for applications. PBGC maintains information on its website at www.pbgc.gov to inform prospective applicants about the current status of the e-Filing portal, as well as to provide advance notice of when PBGC expects to open or temporarily close the e-Filing Portal.

General instructions for completing the Application Checklist:

Complete all items that are shaded: 

If required information was already filed: (1) through PBGC's e-Filing Portal; or (2) through any means for an insolvent plan, a plan that has received a partition, or a plan that submitted an emergency filing, the filer may either upload the information with the application or include a statement in the Plan Comments section of the Application Checklist indicating the date on which and the submission with which the information was previously filed. For any such items previously provided, enter N/A as the **Plan Response**.

If a revised application is filed after a denial was received but the application was not withdrawn, the revised application must differ from the denied application only to the extent necessary to address the reasons provided by PBGC for the denial. For the revised application, the filer may, but is not required to, submit an entire application. A revised application for SFA must use the same SFA measurement date, participant census data, and interest rate assumption as were used in the plan's initial application. For all Application Checklist Items that were previously filed that are not being changed, the filer may include a statement in the Plan Comments section of the Application Checklist to indicate that the other information was previously provided as part of the initial application. For each, enter N/A as the **Plan Response**.

If a revised application is filed after an application was withdrawn, the revised application must use the same SFA measurement date, participant census data, and interest rate assumption from the initial application. Upload only the information that changed from the initial application. For all Application Checklist Items that were previously filed that are not being changed, include a statement in the Plan Comments section of the Application Checklist to indicate that the information was previously provided as part of the initial application. For each, enter N/A as the **Plan Response**.

Instructions for specific columns:

Plan Response: Provide a response to each item on the Application Checklist, using only the **Response Options** shown for each Checklist Item.

Application Checklist

v20210708p

Instructions for Section E, Item 1 of the Instructions for Filing Requirements for Multiemployer Plans Applying for Special Financial Assistance (SFA):

Name(s) of Files Uploaded: Identify the full name of the file or files uploaded that are responsive to the Checklist Item. The column **Upload as Document Type** provides guidance on the "document type" to select when submitting documents on PBGC's e-Filing Portal.

Page Number Reference(s): For any Checklist Item where only a portion of the submitted document is responsive, identify the page numbers in the identified document that are responsive.

Plan Comments: Use this column to provide explanations for any **Plan Response** that is N/A, to respond as may be specifically identified for Checklist Items, and to provide any optional explanatory comments.

Supplemental guidance is provided in the following columns:

Upload as Document Type: When uploading documents in PBGC's e-Filing Portal, select the appropriate Document Type for each document that is uploaded. This column provides guidance on the Document Type to select for each Checklist Item. You may upload more than one document using the same Document Type, and there may be Document Types on the e-Filing Portal for which you have no documents to upload.

Requested File Naming (if applicable): For certain Checklist Items, a specified format for naming the file is requested.

SFA Regulation Reference: Identifies the applicable section of PBGC's regulation.

SFA Instructions Reference: Identifies the applicable section and item number in PBGC's Instructions for Filing Requirements for Multiemployer Plans Applying for Special Financial Assistance.

You must select N/A if a Checklist Item # is not applicable to your application. **Your application will be considered incomplete if No is entered as a Plan Response for any of Checklist Items #1 through #47 on the Application Checklist.** If there has been a plan merger as described in § 4262.4(f)(1)(ii), you also must provide responses for Checklist Items #48 through #60 on the Application Checklist. If you are required to provide responses for Checklist Items #48 through #60, your application will be considered incomplete if No is entered as a Plan Response for any of Checklist Items #48 through #60 on the Application Checklist. All other plans should not provide responses for Items #48 through #60 of the Application Checklist.

If a Checklist Item # asks multiple questions or requests multiple items, the Plan Response should only be Yes if the plan is providing all information requested for that Checklist Item.

Note, a Yes or No response is required for the three initial questions concerning whether or not this application is a submission of a revised application, or whether the plan has been terminated.

Application Checklist

v20210708p

Instructions for Section E, Item 1 of the Instructions for Filing Requirements for Multiemployer Plans Applying for Special Financial Assistance (SFA):

Note, in the case of a plan applying for priority consideration, the plan's application must also be submitted to the Treasury Department. If that requirement applies to an application, PBGC will transmit the application to the Treasury Department on behalf of the plan. See IRS Notice [NOTICE] for further information.

All information and documentation, unless covered by the Privacy Act, that is included in an SFA application may be posted on PBGC's website at www.pbgc.gov or otherwise publicly disclosed, without additional notification. Except to the extent required by the Privacy Act, PBGC provides no assurance of confidentiality in any information included in an SFA application.

Application to PBGC for Special Financial Assistance (SFA)

v20210708p

APPLICATION CHECKLIST

Plan name:	America's Family Defined Benefit Plan
EIN:	16-6103576
PN:	1
SFA Amount Requested:	\$154,005,866.00
Your application will be considered incomplete if No is entered as a Plan Response for any of Checklist Items #1 through #47.	

-----Filers provide responses here for each Checklist Item:-----

Explain all N/A responses. Provide comments where noted. Also add any other optional explanatory comments.

Checklist Item #	Response Options	Plan Response	Name of File(s) Uploaded	Page Number Reference(s)	Plan Comments	Upload as Document Type	Requested File Naming (if applicable)	SFA Regulation Reference	SFA Filing Instructions Reference
Plan Information, Checklist, and Certifications									
	Is this application a revised application submitted after the denial of a previously filed application for SFA?	Yes No	no						
	Is this application a revised application submitted after a plan has withdrawn its application for SFA?	Yes No	no						
	Has this plan been terminated?	Yes No	no		If terminated, provide date of plan termination.				
1.	Does the application include a fully completed Application Checklist, including the required information at the top of the Application Checklist (plan name, employer identification number (EIN), 3-digit plan number (PN), and SFA amount requested)?	Yes No	yes	Application AmerFam.xlsx			Special Financial Assistance Checklist	Checklist Pension Plan Name, where "Pension Plan Name" is an abbreviated version of the plan name.	§ 4262.6(a) Section E, Item 1
2.	Does the application include an SFA request cover letter (optional)? Enter N/A if no letter is provided.	Yes N/A	N/A				Financial Assistance Request Letter		Section D, Item 1
3.	Was the application signed and dated by an authorized trustee who is a current member of the board of trustees or another authorized representative of the plan sponsor?	Yes No	yes	Application AmerFam.pdf			Financial Assistance Application	§ 4262.6(b)(1)	Section D
4.	Does the application include the required penalties of perjury statement signed by an authorized trustee who is a current member of the board of trustees?	Yes No	yes	Application AmerFam.pdf			Financial Assistance Application	§ 4262.6(b)(2)	Section E, Item 6
5.	Does the application include the name, address, email, and telephone number of the plan sponsor? Does it also include the same contact information for the plan sponsor's duly authorized representatives, including legal counsel and enrolled actuary?	Yes No	yes	Application AmerFam.pdf		Plan Counsel not provided	Financial Assistance Application	§ 4262.7(a)	Section D, Item 2
6.	Does the application identify the eligibility criteria in § 4262.3 that qualifies the plan as eligible to receive SFA, and include the requested information for each item that is applicable, as described in Section D, Item 3 of the instructions?	Yes No	yes	Applicaion AmerFam.pdf		Plan became insolvent September , 2021 and began to receive PBGC financial assistance as of that date	Financial Assistance Application	§ 4262.3 § 4262.7(b)	Section D, Item 3
7a.	If the plan claims SFA eligibility under section 4262(b)(1)(C) of ERISA, does the application include a certification from the plan's enrolled actuary that the plan is eligible for SFA which specifically notes the specified year for each component of eligibility (certification of plan status, modified funding percentage, and participant ratio), the detailed derivation of the modified funding percentage, and the derivation of the participant ratio?	Yes No N/A	N/A			As the plan is eligible under 4262.3(a)(4) a zone certification is not required.	Financial Assistance Application	§ 4262.6(c) § 4262.7(b)	Section E, Item 2
7b.	Does the certification in Checklist Item #7a also identify all assumptions and methods (including supporting rationale and, where applicable, reliance on the plan sponsor) used to develop the current value of withdrawal liability that is utilized in the calculation of the modified funded percentage?	Yes No N/A	N/A			As the plan is eligible under 4262.3(a)(4) a zone certification is not required.	Financial Assistance Application	§ 4262.6(c) § 4262.7(b)	Section E, Item 2
8a.	If the plan's application is submitted on or before March 11, 2023, does the application identify the plan's priority group (see § 4262.10(d)(2))?	Yes No N/A	yes	Application AmerFam.pdf		The plan is in priority group 1 as the plan became insolvent after December 16, 2014 and remains insolvent without terminating	Financial Assistance Application	§ 4262.7(c) § 4262.10(d)(2)	Section D, Item 4

Application to PBGC for Special Financial Assistance (SFA)

v20210708p

APPLICATION CHECKLIST

Plan name:	America's Family Defined Benefit Plan
EIN:	16-6103576
PN:	1
SFA Amount Requested:	\$154,005,866.00
Your application will be considered incomplete if No is entered as a Plan Response for any of Checklist Items #1 through #47.	

-----Filers provide responses here for each Checklist Item:-----

Explain all N/A responses. Provide comments where noted. Also add any other optional explanatory comments.

Checklist Item #		Response Options	Plan Response	Name of File(s) Uploaded	Page Number Reference(s)	Plan Comments	Upload as Document Type	Requested File Naming (if applicable)	SFA Regulation Reference	SFA Filing Instructions Reference
8b.	If the plan is submitting an emergency application under § 4262.10(f), is the application identified as an emergency application with the applicable emergency criteria identified?	Yes No N/A	N/A			This application is being submitted as a priority category 1 application and not as an emergency	Financial Assistance Application		§ 4262.10(f)	Section D, Item 4
9.	If the plan's application is submitted on or prior to March 11, 2023, does the application include a certification from the plan's enrolled actuary that the plan is eligible for priority status, with specific identification of the applicable priority group? This item is not required if the plan is insolvent, has implemented a MPRA suspension as of 3/11/2021, is in critical and declining status and had 350,000+ participants, or is listed on PBGC's website at www.pbgc.gov as being in priority group 6. See § 4262.10(d).	Yes No N/A	N/A			The plan is in priority group 1 as the plan became insolvent after December 16, 2014 and remains insolvent without terminating	Financial Assistance Application		§ 4262.6(c) § 4262.7(c) § 4262.10(d)(2)	Section E, Item 3
10.	Does the application include the information used to determine the amount of requested SFA for the plan based on a deterministic projection and using the actuarial assumptions as described in § 4262.4? Does the application include the following? a. Interest rate used, including supporting details (such as, if applicable, the month selected by plan sponsor to determine the third segment rate used to calculate the interest rate limit) on how it was determined? b. Fair market value of assets on the SFA measurement date? c. For each plan year in the SFA coverage period: i. Separately identify the projected amount of contributions, projected withdrawal liability payments, and other payments expected to be made to the plan (excluding the amount of financial assistance under section 4261 of ERISA and the SFA to be received by the plan)? ii. Separately identify benefit payments described in § 4262.4(b)(1) (excluding the payments in (iii) below), for current retirees and beneficiaries, terminated vested participants not currently receiving benefits, currently active participants, and new entrants? iii. Separately identify benefit payments described in § 4262.4(b)(1) attributable to the reinstatement of benefits under § 4262.15 that were previously suspended through the SFA measurement date? iv. Separately identify administrative expenses expected to be paid using plan assets, excluding the amount owed PBGC under section 4261 of ERISA? d. For each plan year in the SFA coverage period, the projected investment income based on the interest rate in (a) above, and the projected fair market value of assets at the end of each plan year? e. The present value (using the interest rate identified in (a) above) as of the SFA measurement date of each of the separate items provided in (c)(i)-(iv) above? f. SFA amount determined as a lump sum as of the SFA measurement date?	Yes No	Yes	Template 4 AmerFam.xlsx			Projections for special financial assistance (estimated income, benefit payments and expenses)	Template 4 Pension Plan Name where "Pension Plan Name" is an abbreviated version of the plan name.	§ 4262.4 § 4262.8(a)(4)	Section C, Item 4
11.	Does the application include the plan's enrolled actuary's certification that the requested amount of SFA is the amount to which the plan is entitled under section 4262(j)(1) of ERISA and § 4262.4 of PBGC's SFA regulation, including identification of all assumptions and methods used, sources of participant data and census data, and other relevant information? This certification should be calculated reflecting any events and any mergers identified in § 4262.4(f).	Yes No	yes	Application AmerFam.pdf			Financial Assistance Application		§ 4262.4 § 4262.6(c) § 4262.8(a)(4)	Section E, Item 4
12.	Does the application include a detailed narrative description of the development of the assumed future contributions and assumed future withdrawal liability payments used to calculate the requested SFA amount?	Yes No	yes	Application AmerFam.pdf			Financial Assistance Application		§ 4262.8(a)(6)	Section D, Item 5

Application to PBGC for Special Financial Assistance (SFA)

v20210708p

APPLICATION CHECKLIST

Plan name:	America's Family Defined Benefit Plan
EIN:	16-6103576
PN:	1
SFA Amount Requested:	\$154,005,866.00
Your application will be considered incomplete if No is entered as a Plan Response for any of Checklist Items #1 through #47.	

-----Filers provide responses here for each Checklist Item:-----

Explain all N/A responses. Provide comments where noted. Also add any other optional explanatory comments.

Checklist Item #		Response Options	Plan Response	Name of File(s) Uploaded	Page Number Reference(s)	Plan Comments	Upload as Document Type	Requested File Naming (if applicable)	SFA Regulation Reference	SFA Filing Instructions Reference
13.	For plans eligible for SFA under § 4262.3(a)(1) or § 4262.3(a)(3), does the application identify which assumptions (if any) used in showing the plan's eligibility for SFA differ from those used in the most recent certification of plan status completed before 1/1/2021? If there are any assumption changes, does the application include detailed explanations and supporting rationale and information as to why using the identified assumptions is no longer reasonable and why the changed assumptions are reasonable? Enter N/A if the plan is not eligible under § 4262.3(a)(1) or § 4262.3(a)(3). Enter N/A if there are no such assumption changes.	Yes No N/A	N/A				Financial Assistance Application		§ 4262.5 § 4262.8(b)(1)	Section D, Item 6.a.
14a.	Does the application identify which assumptions (if any) used to determine the requested SFA amount differ from those used in the most recent certification of plan status completed before 1/1/2021 (except for the interest rate, which is determined as required by § 4262.4(3)(1))? If there are any assumption changes, does the application include detailed explanations and supporting rationale and information as to why using the identified original assumptions is no longer reasonable and why the changed assumptions are reasonable? Does the application state if the changed assumption is an extension of the CBU assumption or the administrative expenses assumption as described in Paragraph A "Adoption of assumptions not previously factored into pre-2021 certification of plan status" of Section III, Acceptable Assumption Changes of PBGC's guidance on Special Financial Assistance Assumptions?	Yes No	yes	Assumptions AmerFam.pdf			Financial Assistance Application		§ 4262.5 § 4262.8(b)(1)	Section D, Item 6.b.
14b.	If a plan-specific mortality table is used for Checklist Item #14a, is supporting information provided that documents the methodology used and the rationale for selection of the methodology used to develop the plan-specific rates, as well as detailed information showing the determination of plan credibility and plan experience?	Yes No N/A	N/A				Financial Assistance Application		§ 4262.5 § 4262.8(b)(1)	Section D, Item 6.b.
15a.	Does the application include a certification from the plan sponsor with respect to the accuracy of the amount of the fair market value of assets as of the SFA measurement date? Does the certification reference and include information that substantiates the asset value and any projection of the assets to the SFA measurement date?	Yes No	yes	Application AmerFam.pdf			Financial Assistance Application		§ 4262.8(a)(4)(ii)	Section E, Item 5
15b.	Does the certification in Checklist Item #15a reference and include information that substantiates the asset value and any projection of the assets to the SFA measurement date?	Yes No	yes			The Plan is insolvent and the information was previously submittd to PBGC	Financial Assistance Application		§ 4262.8(a)(4)(ii)	Section E, Item 5
16a.	Does the application include, for an eligible plan that implemented a suspension of benefits under section 305(e)(9) or section 4245(a) of ERISA, a narrative description of how the plan will reinstate the benefits that were previously suspended and a proposed schedule of payments (equal to the amount of benefits previously suspended) to participants and beneficiaries? Enter N/A for a plan that has not implemented a suspension of benefits.	Yes No N/A	yes	Application AmerFam.pdf			Financial Assistance Application		§ 4262.7(d) § 4262.15	Section D, Item 7 Section C, Item 4(c)(iii)
16b.	If Yes was entered for Checklist Item #16a, does the proposed schedule show the yearly aggregate amount and timing of such payments, and is it prepared assuming the effective date for reinstatement is the day after the SFA measurement date? Enter N/A for a plan that entered N/A for Checklist Item #16a.	Yes No N/A	yes	Application AmerFam.pdf			Financial Assistance Application		§ 4262.7(d) § 4262.15	Section D, Item 7 Section C, Item 4(c)(iii)

Application to PBGC for Special Financial Assistance (SFA)

v20210708p

APPLICATION CHECKLIST

Plan name:	America's Family Defined Benefit Plan
EIN:	16-6103576
PN:	1
SFA Amount Requested:	\$154,005,866.00
Your application will be considered incomplete if No is entered as a Plan Response for any of Checklist Items #1 through #47.	

-----Filers provide responses here for each Checklist Item:-----

Explain all N/A responses. Provide comments where noted. Also add any other optional explanatory comments.

Checklist Item #		Response Options	Plan Response	Name of File(s) Uploaded	Page Number Reference(s)	Plan Comments	Upload as Document Type	Requested File Naming (if applicable)	SFA Regulation Reference	SFA Filing Instructions Reference
16c.	If the plan restored benefits under 26 CFR 1.432(e)(9)-1(e)(3) before the SFA measurement date, does the proposed schedule reflect the amount and timing of payments of restored benefits and the effect of the restoration on the benefits remaining to be reinstated? Enter N/A for a plan that did not restore benefits under 26 CFR 1.432(e)(9)-1(e)(3) before the SFA measurement date. Also enter N/A for a plan that entered N/A for Checklist Items #16a and #16b.	Yes No N/A	N/A				Financial Assistance Application		§ 4262.7(d) § 4262.15	Section D, Item 7 Section C, Item 4(c)(iii)
17.	If the SFA measurement date is later than the end of the plan year for the most recent plan financial statements, does the application include a reconciliation of the fair market value of assets from the date of the most recent plan financial statements to the SFA measurement date, showing beginning and ending fair market value of assets, contributions, withdrawal liability payments, benefits paid, administrative expenses, and investment income? Enter N/A if the SFA measurement date is not later than the end of the plan year for the most recent plan financial statements.	Yes No N/A	N/A				Financial Assistance Application		§ 4262.8(a)(4)(ii)	Section D, Item 8
18.	Does the application include the most recent plan document or restatement of the plan document and all amendments adopted since the last restatement (if any)?	Yes No	yes	Plandoc AmerFam.pdf			Pension plan documents, all versions available, and all amendments signed and dated		§ 4262.7(e)(1)	Section B, Item 1(a)
19.	Does the application include a copy of the executed plan amendment required by section 4262.6(e)(1) of PBGC's special financial assistance regulation?	Yes No	yes	AmerFam AmendCert.pdf			Pension plan documents, all versions available, and all amendments signed and dated		§ 4262.7(e)(1) § 4262.6(e)(1)	Section B, Item 1(c)
20.	Does the application include the most recent trust agreement or restatement of the trust agreement, and all amendments adopted since the last restatement (if any)?	Yes No	yes	Trust AmerFam.pdf			Pension plan documents, all versions available, and all amendments signed and dated		§ 4262.7(e)(3)	Section B, Item 1(b)
21.	In the case of a plan that suspended benefits under section 305(e)(9) or section 4245 of ERISA, does the application include a copy of the proposed plan amendment required by § 4262.6(e)(2) and a certification from the plan sponsor that it will be timely executed? Enter N/A if there was no suspension of benefits.	Yes No N/A	yes	AmerFam AmendCert.pdf			Pension plan documents, all versions available, and all amendments signed and dated		§ 4262.7(e)(2) § 4262.6(e)(2)	Section B, Item 1(d)
22.	In the case of a plan that was partitioned under section 4233 of ERISA, does the application include a statement that the plan was partitioned under section 4233 of ERISA and a copy of the amendment required by § 4262.9(c)(2)? Enter N/A if the plan was not partitioned.	Yes No N/A	N/A				Pension plan documents, all versions available, and all amendments signed and dated		§ 4262.7(e)(1) § 4262.9(b)(2)	Section B, Item 1(e)
23.	Does the application include the most recent IRS determination letter? Enter N/A if the plan does not have a determination letter.	Yes No N/A	N/A				Pension plan documents, all versions available, and all amendments signed and dated		§ 4262.7(e)(3)	Section B, Item 1(f)
24.	Does the application include the actuarial valuation report for the 2018 plan year and each subsequent actuarial valuation report completed before the application filing date?	Yes No	yes	2018AVR AmerFam.pdf 2019AVR AmerFam.pdf 2020AVR AmerFam.pdf		2018, 2019, and 2020 valuation reports are provided	Most recent actuarial valuation for the plan	YYYYAVR Pension Plan Name, where "YYYY" is plan year and "Pension Plan Name" is abbreviated version of the plan name	§ 4262.7(e)(5)	Section B, Item 2
25a.	Does the application include the most recent rehabilitation plan (or funding improvement plan, if applicable), including all subsequent amendments and updates, and the percentage of total contributions received under each schedule of the rehabilitation plan or funding improvement plan for the most recent plan year available?	Yes No N/A	yes	Rehab AmerFam.pdf			Rehabilitation plan (or funding improvement plan, if applicable)		§ 4262.7(e)(6)	Section B, Item 3
25b.	If the most recent rehabilitation plan does not include historical documentation of rehabilitation plan changes (if any) that occurred in calendar year 2020 and later, does the application include a supplemental document with these details?	Yes No N/A	N/A				Rehabilitation plan (or funding improvement plan, if applicable)		§ 4262.7(e)(6)	Section B, Item 3

Application to PBGC for Special Financial Assistance (SFA)

v20210708p

APPLICATION CHECKLIST

Plan name:	America's Family Defined Benefit Plan
EIN:	16-6103576
PN:	1
SFA Amount Requested:	\$154,005,866.00
Your application will be considered incomplete if No is entered as a Plan Response for any of Checklist Items #1 through #47.	

-----Filers provide responses here for each Checklist Item:-----

Explain all N/A responses. Provide comments where noted. Also add any other optional explanatory comments.

Checklist Item #		Response Options	Plan Response	Name of File(s) Uploaded	Page Number Reference(s)	Plan Comments	Upload as Document Type	Requested File Naming (if applicable)	SFA Regulation Reference	SFA Filing Instructions Reference
26.	Does the application include the plan's most recent Form 5500 (Annual Return/Report of Employee Benefit Plan) and all schedules and attachments (including the audited financial statement)?	Yes No	yes	2020Form5500AmerFam.pdf			Latest annual return/report of employee benefit plan (Form 5500)	YYYYForm5500 Pension Plan Name , where "YYYY" is the plan year and "Pension Plan Name" is abbreviated version of the plan name.	§ 4262.7(e)(7)	Section B, Item 4
27a.	Does the application include the plan actuary's certification of plan status ("zone certification") for the 2018 plan year and each subsequent annual certification completed before the application filing date? Enter N/A if the plan does not have to provide certifications for any requested plan year.	Yes No N/A	yes	2019ZoneAmerFam.pdf 2020ZoneAmerFam.pdf 2021ZoneAmerFam.pdf		2019, 2020, and 2021 zone certifications are provided	Zone certification	YYYYZoneYYYYMMDD Pension Plan Name, where the first "YYYY" is the applicable plan year, and "YYYYMMDD" is the date the certification was prepared. "Pension Plan Name" is an abbreviated version of the plan name.	§ 4262.7(e)(8)	Section B, Item 5
27b.	Does the application include documentation for all certifications that clearly identifies all assumptions used including the interest rate used for funding standard account purposes? Enter N/A if the plan entered N/A for Checklist Item #27a.	Yes No N/A	yes	2018AVR AmerFam.pdf 2019AVR AmerFam.pdf 2020AVR AmerFam.pdf			Zone certification		§ 4262.7(e)(8)	Section B, Item 5
27c.	For a certification of critical and declining status, does the application include the required plan-year-by-plan-year projection (showing the items identified in Section B, Item 5(a) through 5(f) of the SFA Instructions) demonstrating the plan year that the plan is projected to become insolvent? Enter N/A if the plan entered N/A for Checklist Item #27a or if the application does not include a certification of critical and declining status.	Yes No N/A	yes			The Plan became insolvent September 2021	Zone certification		§ 4262.7(e)(8)	Section B, Item 5
28.	Does the application include the most recent account statements for all of the plan's cash and investment accounts? Insolvent plans may enter N/A, and identify in the Plan Comments that this information was previously submitted to PBGC and the date submitted.	Yes No N/A	N/A			This information was previously submitted to PBGC -August 2022	Bank/Asset statements for all cash and investment accounts		§ 4262.7(e)(9)	Section B, Item 6
29.	Does the application include the most recent plan financial statement (audited, or unaudited if audited is not available)? Insolvent plans may enter N/A, and identify in the Plan Comments that this information was previously submitted to PBGC and the date submitted.	Yes No N/A	N/A			This information was previously submitted to PBGC -August 2022	Plan's most recent financial statement (audited, or unaudited if audited not available)		§ 4262.7(e)(10)	Section B, Item 7
30.	Does the application include all of the plan's written policies and procedures governing the plan's determination, assessment, collection, settlement, and payment of withdrawal liability?	Yes No N/A	yes				Pension plan documents, all versions available, and all amendments signed and dated		§ 4262.7(e)(12)	Section B, Item 8
31.	Does the application include information required to enable the plan to receive electronic transfer of funds, if the SFA application is approved? See SFA Instructions, Section B, Item 9.	Yes No N/A	yes	Fedwire AmerFam.pdf			Other		§ 4262.7(e)(11)	Section B, Item 9
32.	Does the application include the plan's projection of expected benefit payments as reported in response to line 8b(1) on the Form 5500 Schedule MB for plan years 2018 through the last year the Form 5500 was filed before the application submission date? Enter N/A if the plan is not required to respond Yes to line 8b(1) on the Form 5500 Schedule MB. See Template 1.	Yes No N/A	yes	Template 1 AmerFam.xlsx			Financial assistance spreadsheet (template)	Template 1 Pension Plan Name , where "Pension Plan Name" is an abbreviated version of the plan name.	§ 4262.8(a)(1)	Section C, Item 1

Application to PBGC for Special Financial Assistance (SFA)

v20210708p

APPLICATION CHECKLIST

Plan name:	America's Family Defined Benefit Plan
EIN:	16-6103576
PN:	1
SFA Amount Requested:	\$154,005,866.00
Your application will be considered incomplete if No is entered as a Plan Response for any of Checklist Items #1 through #47.	

-----Filers provide responses here for each Checklist Item:-----
 Explain all N/A responses. Provide comments where noted. Also add any other optional explanatory comments.

Checklist Item #		Response Options	Plan Response	Name of File(s) Uploaded	Page Number Reference(s)	Plan Comments	Upload as Document Type	Requested File Naming (if applicable)	SFA Regulation Reference	SFA Filing Instructions Reference
33.	If the plan was required to enter 10,000 or more participants on line 6f of the most recently filed Form 5500, does the application include a current listing of the 15 largest contributing employers (the employers with the largest contribution amounts) and the amount of contributions paid by each employer during the most recently completed plan year (without regard to whether a contribution was made on account of a year other than the most recently completed plan year)? If this information is required, it is required for the 15 largest contributing employers even if the employer's contribution is less than 5% of total contributions. Enter N/A if the plan is not required to provide this information. See Template 2.	Yes No N/A	N/A				Contributing employers	Template 2 Pension Plan Name , where "Pension Plan Name" is an abbreviated version of the plan name.	§ 4262.8(a)(2)	Section C, Item 2
34.	Does the application include for each of the most recent 10 plan years immediately preceding the application filing date, the history of total contributions, total contribution base units (including identification of the unit used), average contribution rates, and number of active participants at the beginning of each plan year? Does the history separately show for each of the most recent 10 plan years immediately preceding the application filing date all other sources of non-investment income such as withdrawal liability payments collected, reciprocity contributions (if applicable), additional contributions from the rehabilitation plan (if applicable), and other identifiable sources of contributions? See Template 3.	Yes No	yes	Template 3 AmerFam.xlsx			Historical Plan Financial Information (CBUs, contribution rates, contribution amounts, withdrawal liability payments)	Template 3 Pension Plan Name , where "Pension Plan Name" is an abbreviated version of the plan name.	§ 4262.8(a)(3)	Section C, Item 3
35.	Does the application include a separate deterministic projection ("Baseline") in the same format as Checklist Item #10 that shows the amount of SFA that would be determined if the assumptions used are the same as those used in the most recent actuarial certification of plan status completed before January 1, 2021 ("pre-2021 certification of plan status"), excluding the plan's interest rate which should be the same as used for determining the SFA amount and excluding the CBU assumption and administrative expenses assumption which should reflect the changed assumptions consistent with Paragraph A "Adoption of assumptions not previously factored into pre-2021 certification of plan status" of Section III, Acceptable Assumption Changes of PBGC's guidance on Special Financial Assistance Assumptions)? Enter N/A if this item is not required because all assumptions used (except the interest rate, CBU assumption and administrative expenses assumption) to determine the requested SFA amount are identical to those used in the pre-2021 certification of plan status and if the changed assumptions for CBUs and administrative expenses are consistent with Paragraph A "Adoption of assumptions not previously factored into pre-2021 certification of plan status" of Section III, Acceptable Assumption Changes of PBGC's guidance on Special Financial Assistance Assumptions. https://www.pbgc.gov/sites/default/files/sfa/SFA-Assumptions-Guidance.pdf See Template 5.	Yes No N/A	yes	Template 5 AmerFam.xlsx			Financial assistance spreadsheet (template)	Template 5 Pension Plan Name , where "Pension Plan Name" is an abbreviated version of the plan name.	§ 4262.8(b)(2)	Section C, Item 5
36.	Does the application include a reconciliation of the change in the total amount of requested SFA due to each change in assumption from the Baseline to the requested SFA amount? Does the application include a deterministic projection and other information for each assumption change, in the same format as for Checklist Item #10? Enter N/A if this item is not required because all assumptions used (except the interest rate, CBU assumption and administrative expenses assumption) to determine the requested SFA amount are identical to those used in the pre-2021 certification of plan status and if the changed assumptions for CBUs and administrative expenses are consistent with Paragraph A "Adoption of assumptions not previously factored into pre-2021 certification of plan status" of Section III, Acceptable Assumption Changes of PBGC's guidance on Special Financial Assistance Assumptions, or if the requested SFA amount in Checklist Item #10 is the same as the amount shown in the Baseline details of Checklist Item #32. See Template 6.	Yes No N/A	N/A				Financial assistance spreadsheet (template)	Template 6 Pension Plan Name , where "Pension Plan Name" is an abbreviated version of the plan name.	§ 4262.8(b)(3)	Section C, Item 6

Application to PBGC for Special Financial Assistance (SFA)

v20210708p

APPLICATION CHECKLIST

Plan name:	America's Family Defined Benefit Plan
EIN:	16-6103576
PN:	1
SFA Amount Requested:	\$154,005,866.00
Your application will be considered incomplete if No is entered as a Plan Response for any of Checklist Items #1 through #47.	

-----Filers provide responses here for each Checklist Item:-----

Explain all N/A responses. Provide comments where noted. Also add any other optional explanatory comments.

Checklist Item #		Response Options	Plan Response	Name of File(s) Uploaded	Page Number Reference(s)	Plan Comments	Upload as Document Type	Requested File Naming (if applicable)	SFA Regulation Reference	SFA Filing Instructions Reference
37a.	For plans eligible for SFA under § 4262.3(a)(1) or § 4262.3(a)(3), does the application include a table identifying which assumptions used in determining the plan's eligibility for SFA differ from those used in the pre-2021 certification of plan status? Enter N/A if the plan is eligible for SFA under § 4262.3(a)(2) or § 4262.3(a)(4) or if the plan is eligible based on a certification of plan status completed before 1/1/2021. Also enter N/A if the plan is eligible based on a certification of plan status completed after 12/31/2020 but that reflects the same assumptions as those in the pre-2021 certification of plan status. See Template 7.	Yes No N/A	N/A				Financial assistance spreadsheet (template)	Template 7 Pension Plan Name, where "Pension Plan Name" is an abbreviated version of the plan name.	§ 4262.8(b)(1)	Section C, Item 7(a)
37b.	Does Checklist Item #37a include brief explanations as to why using those assumptions is no longer reasonable and why the changed assumptions are reasonable? This should be an abbreviated version of information provided in Checklist Item #13. Enter N/A if the plan entered N/A for Checklist Item #37a. See Template 7.	Yes No N/A	N/A				Financial assistance spreadsheet (template)	Template 7 Pension Plan Name, where "Pension Plan Name" is an abbreviated version of the plan name.	§ 4262.8(b)(1)	Section C, Item 7(a)
38.	Does the application include a table identifying which assumptions differ from those used in the pre-2021 certification of plan status (except the interest rate used to determine SFA)? Does this item include brief explanations as to why using those original assumptions is no longer reasonable and why the changed assumptions are reasonable? Does the application state if the changed assumption is an extension of the CBU assumption or the administrative expenses assumption as described in Paragraph A "Adoption of assumptions not previously factored into pre-2021 certification of plan status" of Section III, Acceptable Assumption Changes of PBGC's guidance on Special Financial Assistance Assumptions? This should be an abbreviated version of information provided in Checklist Items #14a-b. See Template 7.	Yes No N/A	N/A			Not required as Plan is eligible for SFA under 4262.3(a)(4)	Financial assistance spreadsheet (template)	Template 7 Pension Plan Name, where "Pension Plan Name" is an abbreviated version of the plan name.	§ 4262.8(b)(1)	Section C, Item 7(b)
39a.	Does the application include details of the projected contributions and withdrawal liability payments used to calculate the requested SFA amount, including total contributions, contribution base units (including identification of base unit used), average contribution rate(s), reciprocity contributions (if applicable), additional contributions from the rehabilitation plan (if applicable), and any other identifiable contribution streams? See Template 8.	Yes No	yes	Template 8 AmerFam.xlsx			Financial assistance spreadsheet (template)	Template 8 Pension Plan Name, where "Pension Plan Name" is an abbreviated version of the plan name.	§ 4262.8(a)(5)	Section C, Item 8
39b.	Does the application separately show the amounts of projected withdrawal liability payments for employers that are currently withdrawn at the application filing date, and assumed future withdrawals? Does the application also provide the projected number of active participants at the beginning of each plan year? See Template 8.	Yes No	yes	Template 8 AmerFam.xlsx			Financial assistance spreadsheet (template)	Template 8 Pension Plan Name, where "Pension Plan Name" is an abbreviated version of the plan name.	§ 4262.8(a)(5)	Section C, Item 8
39c.	Does the application also provide the projected number of active participants at the beginning of each plan year? See Template 8.	Yes No	yes	Template 8 AmerFam.xlsx			Financial assistance spreadsheet (template)	Template 8 Pension Plan Name, where "Pension Plan Name" is an abbreviated version of the plan name.	§ 4262.8(a)(5)	Section C, Item 8
Supplemental Information for Certain Events under § 4262.4(f) - Applicable to Any Events in § 4262.4(f)(2) through (f)(4) and Any Mergers in § 4262.4(f)(1)(ii)										
40a.	Does the application include a narrative description of any event and any merger, including relevant supporting documents which may include plan amendments, collective bargaining agreements, actuarial certifications related to a transfer or merger, or other relevant materials? Enter N/A if the plan has not experienced an event or merger.	Yes No N/A	N/A				Financial Assistance Application		§ 4262.4(f) § 4262.8(c)	Addendum A for Certain Events, Section D
40b.	For a transfer or merger event, does the application include identifying information for all plans involved including plan name, EIN and plan number, and the date of the transfer or merger? Enter N/A if the plan has not experienced a transfer or merger event.	Yes No N/A	N/A				Financial Assistance Application		§ 4262.4(f) § 4262.8(c)	Addendum A for Certain Events, Section D

Application to PBGC for Special Financial Assistance (SFA)

v20210708p

APPLICATION CHECKLIST

Plan name:	America's Family Defined Benefit Plan
EIN:	16-6103576
PN:	1
SFA Amount Requested:	\$154,005,866.00
Your application will be considered incomplete if No is entered as a Plan Response for any of Checklist Items #1 through #47.	

-----Filers provide responses here for each Checklist Item:-----
 Explain all N/A responses. Provide comments where noted. Also add any other optional explanatory comments.

Checklist Item #		Response Options	Plan Response	Name of File(s) Uploaded	Page Number Reference(s)	Plan Comments	Upload as Document Type	Requested File Naming (if applicable)	SFA Regulation Reference	SFA Filing Instructions Reference
41a.	Does the narrative description in the application identify the amount of SFA reflecting any event, the amount of SFA determined as if the event had not occurred, and confirmation that the requested SFA provided in Checklist Item #1 is no greater than the amount that would have been determined if the event had not occurred, unless the event is a contribution rate reduction and such event lessens the risk of loss to plan participants and beneficiaries? Enter N/A if the plan has not experienced any event.	Yes No N/A	N/A				Financial Assistance Application		§ 4262.4(f) § 4262.8(c)	Addendum A for Certain Events, Section D
41b.	For a merger, is the determination of SFA as if the event had not occurred equal to the sum of the amount that would be determined for this plan and each plan merged into this plan (each as if they were still separate plans)? Enter N/A if the plan entered N/A for Checklist Item #41a. Enter N/A if the event described in Checklist Item #41a was not a merger.	Yes No N/A	N/A				Financial Assistance Application		§ 4262.4(f) § 4262.8(c)	Addendum A for Certain Events, Section D
42a.	Does the application include a supplemental version of Checklist Item #6 that shows the determination of SFA eligibility as if any events had not occurred? Enter N/A if the plan has not experienced any event.	Yes No N/A	N/A				Financial Assistance Application		§ 4262.4(f) § 4262.8(c)	Addendum A for Certain Events, Section D
42b.	For any merger, does this item include demonstrations of SFA eligibility for this plan and for each plan merged into this plan (each of these determined as if they were still separate plans)? Enter N/A if the plan entered N/A for Checklist Item #42a. Enter N/A if the event described in Checklist Item #42a was not a merger.	Yes No N/A	N/A				Financial Assistance Application		§ 4262.4(f) § 4262.8(c)	Addendum A for Certain Events, Section D
43a.	Does the application include a supplemental certification from the plan's enrolled actuary with respect to the plan's SFA eligibility (see Checklist Item #7), but with eligibility determined as if any events had not occurred? Enter N/A if the plan has not experienced any event.	Yes No N/A	N/A				Financial Assistance Application		§ 4262.4(f) § 4262.8(c)	Addendum A for Certain Events, Section E
43b.	For any merger, does the application include supplemental certifications of the SFA eligibility for this plan and for each plan merged into this plan (each of these determined as if they were still separate plans)? Enter N/A if the plan entered N/A for Checklist Item #43a. Also enter N/A if the event described in Checklist Item #43a was not a merger.	Yes No N/A	N/A				Financial Assistance Application		§ 4262.4(f) § 4262.8(c)	Addendum A for Certain Events, Section E
44a.	Does the application include a supplemental version of Checklist Item #10 that shows the determination of the SFA amount as if any events had not occurred? See Template 4. Enter N/A if the plan has not experienced any events.	Yes No N/A	N/A				Projections for special financial assistance (estimated income, benefit payments and expenses)	For supplemental submission due to any event: <i>Template 4 Pension Plan Name Supp</i> where "Pension Plan Name" is an abbreviated version of the plan name. For a supplemental submission due to a merger, <i>Template 4 Pension Plan Name Merged</i> , where "Pension Plan Name Merged" is an abbreviated version of the plan name for the separate plan involved in the merger.	§ 4262.4(f) § 4262.8(c)	Addendum A for Certain Events, Section C

Application to PBGC for Special Financial Assistance (SFA)

v20210708p

APPLICATION CHECKLIST

Plan name:	America's Family Defined Benefit Plan
EIN:	16-6103576
PN:	1
SFA Amount Requested:	\$154,005,866.00
Your application will be considered incomplete if No is entered as a Plan Response for any of Checklist Items #1 through #47.	

-----Filers provide responses here for each Checklist Item:-----

Explain all N/A responses. Provide comments where noted. Also add any other optional explanatory comments.

Checklist Item #		Response Options	Plan Response	Name of File(s) Uploaded	Page Number Reference(s)	Plan Comments	Upload as Document Type	Requested File Naming (if applicable)	SFA Regulation Reference	SFA Filing Instructions Reference
44b.	For any merger, does the application show the SFA determination for this plan and for each plan merged into this plan (each of these determined as if they were still separate plans)? See Template 4. Enter N/A if the plan entered N/A for Checklist Item #44a. Also enter N/A if the event described in Checklist Item #44a was not a merger.	Yes No N/A	N/A				Projections for special financial assistance (estimated income, benefit payments and expenses)	For a supplemental submission due to a merger, <i>Template 4 Pension Plan Name Merged</i> , where "Pension Plan Name Merged" is an abbreviated version of the plan name for the separate plan involved in the merger.	§ 4262.4(f) § 4262.8(c)	Addendum A for Certain Events, Section C
45a.	Does the application include a supplemental certification from the plan's enrolled actuary with respect to the plan's SFA amount (see Checklist Item #11), but with the SFA amount determined as if any events had not occurred? Enter N/A if the plan has not experienced any events.	Yes No N/A	N/A				Financial Assistance Application		§ 4262.4(f) § 4262.8(c)	Addendum A for Certain Events, Section E
45b.	Does this certification clearly identify all assumptions and methods used, sources of participant data and census data, and other relevant information? Enter N/A if the plan entered N/A for Checklist Item #45a.	Yes No N/A	N/A				Financial Assistance Application		§ 4262.4(f) § 4262.8(c)	Addendum A for Certain Events, Section E
45c.	For any merger, does the application include supplemental certifications of the SFA amount determined for this plan and for each plan merged into this plan (each of these determined as if they were still separate plans)? Enter N/A if the plan entered N/A for Checklist Item #45a. Also enter N/A if the event described in Checklist Item #45a was not a merger.	Yes No N/A	N/A				Financial Assistance Application		§ 4262.4(f) § 4262.8(c)	Addendum A for Certain Events, Section E
45d.	For any merger, do the certifications clearly identify all assumptions and methods used, sources of participant data and census data, and other relevant information? Enter N/A if the plan entered N/A for Checklist Item #45a. Enter N/A if the event described in Checklist Item #45a was not a merger.	Yes No N/A	N/A				Financial Assistance Application		§ 4262.4(f) § 4262.8(c)	Addendum A for Certain Events, Section E
46a.	If the event is a contribution rate reduction and the amount of requested SFA is not limited to the amount of SFA determined as if the event had not occurred, does the application include a detailed demonstration that shows that the event lessens the risk of loss to plan participants and beneficiaries? Enter N/A if the event is not a contribution rate reduction, or if the event is a contribution rate reduction but the requested SFA is limited to the amount of SFA determined as if the event had not occurred.	Yes No N/A	N/A				Financial Assistance Application		§ 4262.4(f) § 4262.8(c)	Addendum A for Certain Events, Section D
46b.	Does this demonstration also identify all assumptions used, supporting rationale for the assumptions and other relevant information? Enter N/A if the plan entered N/A for Checklist Item #46a.	Yes No N/A	N/A				Financial Assistance Application		§ 4262.4(f) § 4262.8(c)	Addendum A for Certain Events, Section D

Application to PBGC for Special Financial Assistance (SFA)

v20210708p

APPLICATION CHECKLIST

Plan name:	America's Family Defined Benefit Plan
EIN:	16-6103576
PN:	1
SFA Amount Requested:	\$154,005,866.00
Your application will be considered incomplete if No is entered as a Plan Response for any of Checklist Items #1 through #47.	

-----Filers provide responses here for each Checklist Item:-----

Explain all N/A responses. Provide comments where noted. Also add any other optional explanatory comments.

Checklist Item #		Response Options	Plan Response	Name of File(s) Uploaded	Page Number Reference(s)	Plan Comments	Upload as Document Type	Requested File Naming (if applicable)	SFA Regulation Reference	SFA Filing Instructions Reference
47a.	If the event is a contribution rate reduction and the amount of requested SFA is not limited to the amount of SFA determined as if the event had not occurred, does the application include a certification from the plan's enrolled actuary (or, if appropriate, from the plan sponsor) with respect to the demonstration to support a finding that the event lessens the risk of loss to plan participants and beneficiaries? Enter N/A if the event is not a contribution rate reduction, or if the event is a contribution rate reduction but the requested SFA is limited to the amount of SFA determined as if the event had not occurred.	Yes No N/A	N/A				Financial Assistance Application		§ 4262.4(f) § 4262.8(c)	Addendum A for Certain Events, Section E
47b.	Does this demonstration also identify all assumptions used, supporting rationale for the assumptions and other relevant information? Enter N/A if the event is not a contribution rate reduction, or if the event is a contribution rate reduction but the requested SFA is limited to the amount of SFA determined as if the event had not occurred.	Yes No N/A	N/A				Financial Assistance Application		§ 4262.4(f) § 4262.8(c)	Addendum A for Certain Events, Section E

Supplemental Information for Certain Events under § 4262.4(f) - Applicable Only to Any Mergers in § 4262.4(f)(1)(ii)

Plans that have experienced mergers identified in § 4262.4(f)(1)(ii) must complete Checklist Items #48 through #60. If you are required to complete Checklist Items #48 through #60, your application will be considered incomplete if No is entered as a Plan Response for any of Checklist Items #48 through #60. All other plans should not provide any responses for Checklist Items #48 through #60.

48.	In addition to the information provided with Checklist Item #18, does the application also include similar plan documents and amendments for each plan that merged into this plan due to a merger described in § 4262.4(f)(1)(ii)?	Yes No N/A					Pension plan documents, all versions available, and all amendments signed and dated	Use same naming convention as for Checklist Item #18 but with abbreviated plan name for the plan merged into this plan.	§ 4262.4(f) § 4262.8(c)	Addendum A for Certain Events, Section B
49.	In addition to the information provided with Checklist Item #20, does the application also include similar trust agreements and amendments for each plan that merged into this plan due to a merger described in § 4262.4(f)(1)(ii)?	Yes No N/A					Pension plan documents, all versions available, and all amendments signed and dated	Use same naming convention as for Checklist Item #20 but with abbreviated plan name for the plan merged into this plan.	§ 4262.4(f) § 4262.8(c)	Addendum A for Certain Events, Section B
50.	In addition to the information provided with Checklist Item #23, does the application also include the most recent IRS determination for each plan that merged into this plan due to a merger described in § 4262.4(f)(1)(ii)? Enter N/A if the plan does not have a determination letter.	Yes No N/A					Pension plan documents, all versions available, and all amendments signed and dated	Use same naming convention as for Checklist Item #23 but with abbreviated plan name for the plan merged into this plan.	§ 4262.4(f) § 4262.8(c)	Addendum A for Certain Events, Section B
51.	In addition to the information provided with Checklist Item #24, for each plan that merged into this plan due to a merger described in § 4262.4(f)(1)(ii), does the application include the actuarial valuation report for the 2018 plan year and each subsequent actuarial valuation report completed before the application filing date?	Yes No N/A				Identify here how many reports are provided.	Most recent actuarial valuation for the plan	YYYYAVR Pension Plan Name Merged, where "YYYY" is plan year and "Pension Plan Name Merged" is abbreviated version of the plan name for the plan merged into this plan.	§ 4262.4(f) § 4262.8(c)	Addendum A for Certain Events, Section B
52.	In addition to the information provided with Checklist Item #25, does the application include similar rehabilitation plan information for each plan that merged into this plan due to a merger described in § 4262.4(f)(1)(ii)?	Yes No N/A					Rehabilitation plan (or funding improvement plan, if applicable)	Use same naming convention as for Checklist Item #25 but with abbreviated plan name for the plan merged into this plan.	§ 4262.4(f) § 4262.8(c)	Addendum A for Certain Events, Section B

Application to PBGC for Special Financial Assistance (SFA)

v20210708p

APPLICATION CHECKLIST

Plan name:	America's Family Defined Benefit Plan
EIN:	16-6103576
PN:	1
SFA Amount Requested:	\$154,005,866.00
Your application will be considered incomplete if No is entered as a Plan Response for any of Checklist Items #1 through #47.	

-----Filers provide responses here for each Checklist Item:-----

Explain all N/A responses. Provide comments where noted. Also add any other optional explanatory comments.

Checklist Item #		Response Options	Plan Response	Name of File(s) Uploaded	Page Number Reference(s)	Plan Comments	Upload as Document Type	Requested File Naming (if applicable)	SFA Regulation Reference	SFA Filing Instructions Reference
53.	In addition to the information provided with Checklist Item #26, does the application include similar Form 5500 information for each plan that merged into this plan due to a merger described in § 4262.4(f)(1)(ii)?	Yes No N/A					Latest annual return/report of employee benefit plan (Form 5500)	YYYYForm5500 Pension Plan Name Merged, where "YYYY" is the plan year and "Pension Plan Name Merged" is abbreviated version of the plan name for the plan merged into this plan.	§ 4262.4(f) § 4262.8(c)	Addendum A for Certain Events, Section B
54.	In addition to the information provided with Checklist Item #27, does the application include similar certifications of plan status for each plan that merged into this plan due to a merger described in § 4262.4(f)(1)(ii)?	Yes No N/A				Identify how many zone certifications are provided.	Zone certification	YYYYZoneYYYYMMDD Pension Plan Name Merged, where the first "YYYY" is the applicable plan year, and "YYYYMMDD" is the date the certification was prepared. "Pension Plan Name Merged" is an abbreviated version of the plan name for the plan merged into this plan.	§ 4262.4(f) § 4262.8(c)	Addendum A for Certain Events, Section B
55.	In addition to the information provided with Checklist Item #28, does the application include the most recent cash and investment account statements for each plan that merged into this plan due to a merger described in § 4262.4(f)(1)(ii)?	Yes No N/A					Bank/Asset statements for all cash and investment accounts	Use same naming convention as for Checklist Item #28 but with abbreviated plan name for the plan merged into this plan.	§ 4262.4(f) § 4262.8(c)	Addendum A for Certain Events, Section B
56.	In addition to the information provided with Checklist Item #29, does the application include the most recent plan financial statement (audited, or unaudited if audited is not available) for each plan that merged into this plan due to a merger described in § 4262.4(f)(1)(ii)?	Yes No N/A					Plan's most recent financial statement (audited, or unaudited if audited not available)	Use same naming convention as for Checklist Item #29 but with abbreviated plan name for the plan merged into this plan.	§ 4262.4(f) § 4262.8(c)	Addendum A for Certain Events, Section B
57.	In addition to the information provided with Checklist Item #30, does the application include all of the written policies and procedures governing the plan's determination, assessment, collection, settlement, and payment of withdrawal liability for each plan that merged into this plan due to a merger described in § 4262.4(f)(1)(ii)?	Yes No N/A					Pension plan documents, all versions available, and all amendments signed and dated	Use same naming convention as for Checklist Item #30 but with abbreviated plan name for the plan merged into this plan.	§ 4262.4(f) § 4262.8(c)	Addendum A for Certain Events, Section B
58.	In addition to the information provided with Checklist Item #32, does the application include the same information in the format of Template 1 for each plan that merged into this plan due to a merger described in § 4262.4(f)(1)(ii)? Enter N/A if each plan that fully merged into this plan is not required to respond Yes to line 8b(1) on the most recently filed Form 5500 Schedule MB.	Yes No N/A					Financial assistance spreadsheet (template)	Template 1 Pension Plan Name Merged, where "Pension Plan Name Merged" is an abbreviated version of the plan name for the plan merged into this plan.	§ 4262.4(f) § 4262.8(c)	Addendum A for Certain Events, Section C
59.	In addition to the information provided with Checklist Item #33, does the application include the same information in the format of Template 2 (if required based on the participant threshold) for each plan that merged into this plan due to a merger described in § 4262.4(f)(1)(ii)? Enter N/A if each plan that merged into this plan has less than 10,000 participants on line 6f of the most recently filed Form 5500.	Yes No N/A					Contributing employers	Template 2 Pension Plan Name Merged, where "Pension Plan Name Merged" is an abbreviated version of the plan name for the plan merged into this plan.	§ 4262.4(f) § 4262.8(c)	Addendum A for Certain Events, Section C
60.	In addition to the information provided with Checklist Item #34, does the application include similar information in the format of Template 3 for each plan that merged into this plan due to a merger described in § 4262.4(f)(1)?	Yes No					Historical Plan Financial Information (CBUs, contribution rates, contribution amounts, withdrawal liability payments)	Template 3 Pension Plan Name Merged, where "Pension Plan Name Merged" is an abbreviated version of the plan name for the plan merged into this plan.	§ 4262.4(f) § 4262.8(c)	Addendum A for Certain Events, Section C

Prepared For:

America's Family Defined Benefit Plan

Covering:

**Actuarial Valuation as of
January 1, 2018**

FEDERATION PENSION BUREAU INCORPORATED
Consulting Actuaries

AMERICA'S FAMILY DEFINED BENEFIT PLAN

ACTUARIAL VALUATION

AS OF

January 1, 2018

WITH

PROJECTED PENSION CHARGES
FOR THE YEAR 2018

FEDERATION PENSION BUREAU, INC.

2870 Hempstead Turnpike
Levittown, New York 11756

FEDERATION PENSION BUREAU

INCORPORATED

Actuaries and Consultants

PENSION AND WELFARE PLANS
ACTUARIAL SERVICES
COMPUTER APPLICATIONS
ADMINISTRATIVE SYSTEMS

2870 HEMPSTEAD TURNPIKE, SUITE 102, LEVITTOWN, NEW YORK 11756 • (212) 643-0100
FAX • (212) 643-0121

December 19, 2018

Board of Trustees
America's Family Defined Benefit Plan
35 George Karl Blvd., Suite 300
Williamsville, NY 14221

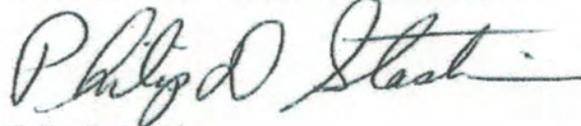
Gentlemen:

In accordance with our engagement, we have made an Actuarial Valuation of the Pension Plan as of January 1, 2018.

On the following page, a Table of Contents is set forth for your reference to the various sections and exhibits presented in this report.

Respectfully submitted,

FEDERATION PENSION BUREAU, INC.



Philip D. Stashin
President

DMC:mu

Enc.

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Basic Provisions of the Plan	1 -2
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Exhibit A	- A Tabulation of Members by Age and Years of Service Groupings as of January 1, 2018.
Exhibit B	- Age Distribution of Pensioners as of December 31, 2017.
Exhibit C	- Accumulated Financial Statistics of the Pension Fund through December 31, 2017.
Exhibit D	- Financial Accounting Standards Board Statement 35 Data.

SECTION I

BASIC PROVISIONS OF THE PLAN

Eligibility for Participation:

Upon completion of 1,000 hours of credit in 12 consecutive months.

Crediting Service:

Past Service Credit

period from date of hire to date of entry into the plan (up to 25 years). 16-2/3% of Past Service Credit for each year of Future Service to a maximum of 100% for 6 or more years of Future Credited Service.

Future Service Credit

period from date of entry into the plan to date of termination.

Eligibility For Pension Benefits:

Normal Retirement

Age 65 and 6 years of future credited service

Early Retirement

Age 62 and 6 years of future credited service

Vesting

graded from 50% for 1 year to 100% for 6 or more years of Future Service.

Retirement Benefits:

Past Service Benefit Calculations

Years of Past Service x Weekly Contribution Rate / 1.75 x Past Service Rate for Shop x Applicable Dollar Amount x Vesting Percentage

Future Service Benefit Calculation

(Total Contributions / 65) x Applicable Dollar Amount x Vesting Percentage

Applicable Dollar Amount

\$180.00 (at age 65.)

Early or Deferred Retirement

If benefit is payable at early or deferred retirement age, it is the actuarial equivalent of the benefit payable at age 65.

Termination Benefit

Prior to eligibility for Early Retirement

Vested Accrued Benefit using an Applicable Dollar amount of \$80.00 up to age 50 and increasing \$8.00/year up to \$120.00 at age 65 with less than 6 years of Future Service Credit. Suspended by Pension Protection Act.

After eligibility for Early Retirement

Accrued Benefit using an Applicable Dollar Amount of \$180.00.

SECTION I

BASIC PROVISIONS OF THE PLAN (CONTINUED)

Form of Payment

Life Annuity and Joint and Survivor Annuity Payments as well as Lump Sum or monthly payments of 60, 120 or 180 months based on a 7% interest rate assumption.

Death Benefit

Beneficiary receives lump sum payment similar to the Retirement or Early Termination Benefit.

SECTION II

BASIC DATA

A current listing of active and retired participants was prepared from records maintained in the Pension Fund Office. Statistics were compiled based on date of birth, date of entry and accumulated service credits.

In Exhibit A the age and years of service classifications of active participants are shown. At the beginning of 2018 there were 308 active employees, an decrease of -6 from 2017. In addition, there were 1,869 former participants included in the valuation with vested benefits who were no longer active and who had not received their benefits.

Exhibit B presents statistics on the pensioners. As of December 31, 2017 there were 1, 192 pensioners receiveing total monthly benefits of \$625,928.

Exhibit D sets forth accumulated financial statistics through 2017. This exhibit presents a historical record of contributions, interest and dividends and investment results, an increase of administrative expenses and pensions paid. As of December 31, 2017 the Pension Fund balance was \$28,428,765 at market.

SECTION III

ACTUARIAL ASSUMPTIONS AND FUNDING METHOD

The January 1, 2018 Valuation was based on the following actuarial assumptions:

Mortality:

UP84 set forward 1 year for males and set back 4 years for females.

Interest:

7.50% per annum

Turnover:

Special table furnished by the Social Security Department of the United Automobile Workers (UAW) International. This table is assumed to include all causes of termination.

Disability:

Special table furnished by the Social Security Department of the United Automobile Workers (UAW) International.

Retirement Age:

Age 65 and 6 years of participation

Funding Method:

Accrued Benefit.

Assets:

Market Value.

SECTION IV

RESULTS OF VALUATION

Based on the plan of benefits, actuarial assumptions and funding method previously described, the liability and cost figures are as follows:

A.	<u>Coverage as of January 1, 2018:</u>	
	Number of Members:	
	Active	308
	Terminated Vested	1,869
	Retired	1,192
	Total	3,369
B.	<u>Funded Status of the Plan as of January 1, 2018:</u>	
	Actuarially computed value of benefits:	
	a. Active	\$ 8,853,010
	b. Terminated Vested	31,441,344
	c. Retired	<u>57,544,642</u>
	d. Total Actuarial Reserve	\$ 97,838,996
	e. Less Valuation Assets	<u>28,428,765</u>
	f. Unfunded Accrued Liability (d - e)	69,410,231
	(Not less than \$0)	
	g. Percentage Funded	29.1%
C.	<u>Pension Charges 1/ 1/2018 to 12/31/2018:</u>	
	1. Normal Cost as of 1/1/2018.	\$ 419,873
	2. Minimum Amortization as of 1/1/2018.	3,997,792
	3. Projected Administrative Expenses as of 7/1/2018.	513,012
	4. Total Pension Charges with Interest to 12/31/2018.	
	[(1) + (2)] x 1.075 + [(3) x 1.0375]	\$ 5,281,240
D.	<u>Contributions Required to Maintain Current Balance on Schedule B:</u>	
	[[C)] / 1.0375 + Deficiency*1.075	\$ 58,252,030
E.	<u>Actuarially Computed Value of Vested Benefits:</u>	\$ 97,545,509
F.	<u>Percentage of Vested Benefits Funded:</u>	29.1%
G.	<u>Unfunded Vested Benefits:</u>	69,116,744
H.	<u>Value of Non-Vested Benefits:</u>	293,487

SECTION IV

RESULTS OF VALUATION (CONTINUED)

Below is a comparison of results for the current valuation (January 1, 2018) and the previous valuation (January 1, 2017):

	~~~~~ January 1 ~~~~~	
	2018	2017
Actives	308	314
Terminated Vested	1,869	1,926
Retired	1,192	1,162
Total	<u>3,369</u>	<u>3,408</u>
 <u>Accrued Liability:</u>		
Active	\$ 8,853,010	8,363,419
Terminated Vested	31,441,344	32,826,141
Retired	57,544,642	55,869,180
Total Actuarial Reserve	\$ 97,838,996	\$ 97,058,740
Valuation Assets	28,428,765	32,684,030
Unfunded Accrued Liability	\$ 69,410,231	\$ 64,374,710
Percentage Funded	29.1%	33.7%
Normal Cost	419,873	426,501
Administrative Expenses	513,012	548,036
Value of Vested Benefits	97,545,509	96,850,817
Percentage Funded	29.1%	33.7%
Unfunded Vested Benefits	69,116,744	64,166,787

The investment return based on the market value of assets was 10.1%. This compares to the investment return assumption of 7.50% .

The balance in the Funding Standard Account as of December 31, 2017 was a deficiency of \$49,275,154. Contributions to the Fund must be made consistent with the most recently adopted Rehabilitation Plan. The Fund has been certified to be in Critical and Declining Status for 2018. One consequence of this is that there will be no excise charges applied to the Funding Standard Account Deficiency for this year.

**SECTION V**

**ACTUARIAL CERTIFICATION**

This is to certify that we have prepared an actuarial valuation of the Fund as of January 1, 2018.

The valuation was based on the following information:

- a. Provisions of the Plan as outlined in Section I.
- b. Employee census data, retiree statistics and financial data as set forth in Section II and on the Exhibits referred to in Section II.
- c. Actuarial assumptions and funding method as shown in Section III.

On the basis of this information, we certify that the results of the actuarial valuation shown in Section IV are a true and accurate statement of the actuarial valuation made and the results obtained.

The actuarial assumptions and methods used in our valuation are in accordance with standard actuarial practice and provide a reasonable basis for forecasting the costs of the benefits provided under the Plan.

FEDERATION PENSION BUREAU, INC.

December 19, 2018



Philip D. Stashin, M.A.A.A.

Enrolled Actuary No. 17-02485

under the Employee Retirement Income  
Security Act of 1974

ACTIVE PARTICIPANTS AS OF 12/31/2017

## YEARS OF CREDITED SERVICE

		0-4	5-9	10-14	15-19	20-24	25-29	29+	TOTAL
A T T A I N E D  A G E	15-19	4	0	0	0	0	0	0	4
	20-24	15	1	0	0	0	0	0	16
	25-29	21	6	0	0	0	0	0	27
	30-34	14	6	3	2	0	0	0	25
	35-39	13	4	5	4	1	0	0	27
	40-44	6	5	3	2	2	1	0	19
	45-49	9	4	2	3	4	11	1	34
	50-54	10	7	5	4	5	10	4	45
	55-59	9	6	9	3	2	6	21	56
	60-64	4	5	4	2	7	1	25	48
	65-69	0	0	0	0	1	2	3	6
	65+	1	0	0	0	0	0	0	1
<b>TOTAL</b>		<b>106</b>	<b>44</b>	<b>31</b>	<b>20</b>	<b>22</b>	<b>31</b>	<b>54</b>	<b>308 *</b>

Average Attained Age : 47.1

Average Years of Service : 15.1

* Excludes data that has no date of hire and those employees in frozen groups.

EXHIBIT B

**AGE DISTRIBUTION OF PENSIONERS AS OF DECEMBER 31, 2017**

Attained Age	Number	Monthly Benefit
25	1	59
26	1	1,115
27	1	626
29	1	152
31	2	494
33	1	463
35	2	616
37	2	1,595
39	1	97
40	2	911
41	2	497
43	1	886
44	2	641
45	2	868
46	2	1,207
47	5	1,031
48	2	263
49	5	440
50	2	115
51	2	362
52	1	450
53	9	2,136
54	6	656
55	8	3,064
56	4	990
57	5	1,321
58	8	2,630
59	10	4,359
60	16	6,188
61	27	11,920
62	54	28,603
63	66	31,501
64	59	25,711

Totals

Attained Age	Number	Monthly Benefit
65	66	40,071
66	65	31,398
67	48	26,561
68	55	32,707
69	69	37,227
70	74	46,061
71	42	26,957
72	48	27,768
73	46	26,597
74	48	25,175
75	33	19,902
76	39	15,337
77	33	13,518
78	24	13,810
79	23	13,436
80	18	9,539
81	14	11,632
82	18	12,444
83	19	13,842
84	11	4,769
85	18	8,329
86	9	4,568
87	9	3,251
88	9	10,667
89	6	2,546
90	7	3,993
91	7	2,063
92	10	5,128
93	2	654
94	4	2,696
95	2	489
96	2	442
98	2	384

1192 \$625,928

## ACCUMULATED FINANCIAL STATISTICS

Year Ending 12/31	Employer Contribs.	Interest and Dividends	Realized & Unrealized Gains/(Losses)	Admin. Expenses	Benefit Payments	Accrued Reserve	Cumulative Reserve	Annual Yield (Market Value)
1995	1,503,466	682,494	2,474,502	312,091	1,649,941	2,698,430	15,939,743	24.3%
1996	1,518,683	651,562	1,822,746	352,029	1,287,065	2,353,897	18,293,640	15.9%
1997	1,644,347	676,243	2,852,700	415,138	1,969,128	2,928,664	21,222,304	19.4%
1998	1,729,331	748,942	3,301,860	384,527	2,111,143	3,284,463	24,506,767	19.5%
2000	1,825,205	1,360,690	2,769,903	613,635	3,454,656	1,887,507 ²	43,120,490	10.0%
2001	1,655,789	1,137,709	(4,957,127)	571,305	3,427,536	(1,628,392)	41,492,098	-8.9%
2002	2,503,039 ⁵	1,394,876	(3,896,758)	604,120	4,186,174	12,733,935 ³	54,226,033	-5.3%
2003	1,550,611 ⁶	2,133,588	4,970,134	1,090,298	4,845,228	(2,966,327) ⁴	51,259,706	13.3%
2004	1,399,307 ⁸	1,636,203	725,264	545,620	5,230,951	5,676,356 ⁷	56,936,062	4.8%
2005	1,495,692 ¹⁰	1,712,899	1,877,024	485,929	5,483,680	(883,994) ⁹	56,052,068	6.6%
2006	1,451,522 ¹¹	1,503,660	3,174,475	503,454	6,239,748	(613,545)	55,438,523	8.8%
2007	1,226,060 ¹²	1,485,562	1,867,619	460,915	6,073,509	(1,955,183)	53,483,340	6.4%
2008	1,607,810 ¹³	1,423,896	(11,955,156)	455,566	5,738,152	(15,117,168)	38,358,728	-20.6%
2009	1,153,823	1,472,039	5,420,497	650,651	5,459,667	1,936,041	40,294,769	19.2%
2010	3,100,989	1,291,269	3,851,105	450,876	5,568,669	2,223,818	42,518,587	13.2%
2011	1,040,929	1,234,338	(209,876)	492,048	5,811,091	(4,237,748)	38,280,839	2.6%
2012	1,039,856	1,242,252	2,651,793	411,347	6,116,194	(1,593,640)	36,687,199	11.0%
2013	1,413,623	1,075,792	4,340,033	434,797	6,300,131	94,520	36,781,719	15.9%
2014	1,135,199	858,860	2,123,613	627,498	6,573,765	(3,083,591) ¹⁴	39,291,229	5.9%
2015	725,573	973,398	(1,036,898)	603,961	7,054,522	(6,996,410)	32,294,819	-0.2%
2016	6,028,813	841,279	1,239,278	548,036	7,172,123	389,211	32,684,030	6.6%
2017	757,528	723,824	2,332,940	513,012	7,556,545	(4,255,265)	28,428,765	10.5%

² Includes \$13,849,742 transferred from the LeRoy Industries Plan.

³ Includes \$4,534,078 transferred from the Vibratex, Inc. Pension Plan

⁴ Includes \$15,772,585 transferred from the CNB International, Inc. D.I.P. Union Pension Plan and \$1,750,487 from the Vibratex Salaried Employees Retirement Plan

⁵ Includes the \$922,704 contributed in 2003 for the 2002 Plan Year.

⁶ Excludes the \$922,704 contributed in 2003 for the 2002 Plan Year. Includes \$926,013 contributed in 2004 for 2003.

⁷ Adjusted to reflect the money returned to Vibratex.

⁸ Excludes the \$926,013 contributed in 2004 for the 2003 Plan Year. Includes \$897,517 contributed in 2005 for 2004.

⁹ Includes \$7,692,153 transferred from the Eastman Machine Co. Plan.

¹⁰ Excludes the \$897,517 contributed in 2005 for the 2004 Plan Year. Includes \$918,420 contributed in 2006 for 2005.

¹¹ Excludes the \$918,420 contributed in 2006 for the 2005 Plan Year. Includes \$937,221 contributed in 2007 for 2006.

¹² Excludes the \$937,221 contributed in 2007 for the 2006 Plan Year. Includes \$895,940 contributed in 2008 for 2007.

¹³ Excludes \$895,940 contributed in 2008 for 2007.

¹⁴ Includes \$5,762,040 transferred from Agway.

## Accumulated Plan benefits and Changes in Accumulated Plan Benefits as of December 31, 2017

**Accumulated Plan Benefits**

Actuarial present value of accumulated plan benefits:

Vested benefits:

Participants currently receiving payments	57,544,642
Other participants	40,000,869
	<u>\$ 97,545,511</u>

Nonvested benefits

293,485

Total actuarial present value of accumulated plan benefits

\$ 97,838,996**Changes in Accumulated Plan Benefits**

Actuarial present value of accumulated plan benefits at beginning of year \$ 86,719,352

Increase (decrease) during the year attributable to:

Plan Amendment	0
Change in actuarial assumptions	0
Benefits accumulated, actuarial gains and data correction	12,331,582
Increase for interest due to the decrease in the discount period	6,225,064
Benefits paid	<u>(7,437,002)</u>

Net increase

\$ 11,119,644

Actuarial present value of accumulated plan benefit at end of year

\$ 97,838,996

**FEDERATION PENSION BUREAU**

INCORPORATED

*Actuaries and Consultants*

PENSION AND WELFARE PLANS  
ACTUARIAL SERVICES  
COMPUTER APPLICATIONS  
ADMINISTRATIVE SYSTEMS

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FAX • (212) 643-0121

March 31, 2018

Internal Revenue Service  
Employee Plans Compliance Unit  
Group 7602 (TEGE:EP:EPCU)  
230 S. Dearborn Street  
Room 1700 – 17th Floor  
Chicago, IL 60604

Board of Trustees  
America's Family Defined Benefit Plan  
35 George Karl Blvd. Suite 300  
Buffalo, NY 14221

Re: America's Family Defined Benefit Plan

Certification of Critical Status for the  
2018 Plan Year and Critical and Declining Status

Ladies and Gentlemen:

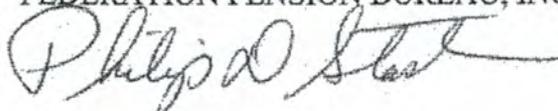
I hereby certify pursuant to Section 305(b)(3)(A) of ERISA, to the Secretary of the Treasury and the Board of Trustees of the Fund, in its role as Plan Sponsor, that the Fund is reasonably expected to be in critical status, as that term is defined in Section 305(b)(2) of ERISA, for the Plan Year commencing January 1, 2018. The plan is also expected to be in Critical and Declining Status as defined in Section 305(b)(6) of ERISA.

We have listed the information requested in 1.432(b) – 1(d)(3) as modified by the Multiemployer Pension Reform Act of 2014 on the attached page.

Please contact the undersigned if you have any questions.

Very truly yours,

FEDERATION PENSION BUREAU, INC.



Philip D. Stashin, FCA, MAAA  
President

Enrolled Actuary No. 17-02485

PDS:ms

**NAME OF PLAN:** America's Family Defined Benefit Plan  
**EIN:** 16-6103576  
**PLAN NUMBER:** 001  
**NAME OF PLAN OF PLAN SPONSOR ADDRESS:** America's Family Defined Benefit Plan  
35 George Karl Blvd.  
Buffalo, NY 14221  
**TELEPHONE NUMBER:** (716) 631-2210  
**PLAN YEAR BEGINNING:** 01/01/2018  
**PLAN FUNDED STATUS:** The plan is in Critical Status as well as Critical and Declining Status for the current year.  
**ACTUARY:** Philip D. Stashin, FCA, MAAA  
**ENROLLED ACTUARY NO.:** 17-02485  
**COMPANY:** Federation Pension Bureau, Inc.  
**ADDRESS:** 2870 Hempstead Turnpike, Suite 102  
Levittown, NY 11756  
**TELEPHONE:** (212) 643-0100

*Prepared For:* **America's Family Defined Benefit Plan**

*Covering:* **Actuarial Valuation  
as of January 1, 2019**

**FEDERATION PENSION BUREAU** INCORPORATED  
*Consulting Actuaries*

**FEDERATION PENSION BUREAU**

INCORPORATED

*Actuaries and Consultants*

PENSION AND WELFARE PLANS

ACTUARIAL SERVICES

COMPUTER APPLICATIONS

ADMINISTRATIVE SYSTEMS

---

2870 HEMPSTEAD TURNPIKE, SUITE 102, LEVITTOWN, NEW YORK 11756 • (212) 643-0100  
FAX • (212) 643-0121

April 3, 2020

Board of Trustees  
America's Family Defined Benefit Plan  
35 George Karl Blvd., Suite #300  
Williamsville, NY 14221

Gentlemen:

In accordance with our engagement, we have made an Actuarial Valuation of the Pension Plan as of January 1, 2019.

On the following page, a Table of Contents is set forth for your reference to the various sections and exhibits presented in this report.

Respectfully submitted,

FEDERATION PENSION BUREAU, INC.



Philip D. Stashin  
President

Enc.

AMERICA'S FAMILY DEFINED BENEFIT PLAN

ACTUARIAL VALUATION

AS OF

January 1, 2019

WITH

PROJECTED PENSION CHARGES  
FOR THE YEAR 2019

FEDERATION PENSION BUREAU, INC.  
2870 Hempstead Turnpike, Suite #102  
Levittown, New York 11756

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- Exhibit A - A Tabulation of Members by Age and Years of Service Groupings as of January 1, 2019
- Exhibit B - Age Distribution of Pensioners as of December 31, 2018
- Exhibit C - Financial Accounting Standards Board Statement 35 Data.
- Exhibit D - Accumulated Financial Statistics of the Pension Fund through December 31, 2018

## SECTION 1

### SUMMARY OF PLAN PROVISIONS

#### Eligibility for Participation:

Upon completion of 1,000 hours of credit in 12 consecutive months.

#### Crediting Service:

Past Service Credit

period from date of hire to date of entry into the plan (up to 25 years). 16-2/3% of Past Service Credit for each year of Future Credit Service to a maximum of 100% for 6 or more years of Future Credited Service.

Future Service Credit

period from date of entry into the plan to date of termination.

#### Eligibility for Pension Benefits:

Normal Retirement

Age 65 and 6 years of future credited service.

Early Retirement

Age 62 and 6 years of future credited service.

#### Vesting:

graded from 50% for 1 year to 100% for 6 or more years of Future Service.

#### Retirement Benefits:

Past Service Benefit Calculations

Years of Past Service x Weekly Contribution Rate / 1.75 x Past Service Rate for Shop x Applicable Dollar Amount x Vesting Percentage.

Future Service Benefit Calculation

(Total Contributions / 65) x Applicable Dollar Amount x Vesting Percentage

Applicable Dollar Amount

\$180.00 (at age 65.)

Early or Deferred Retirement

If benefit is payable at early or deferred retirement age, it is the actuarial equivalent of the benefit payable at age 65.

SECTION 1

SUMMARY OF PLAN PROVISIONS (CONTINUED)

**Termination Benefit**

Prior to eligibility for Early Retirement

Vested Accrued Benefit using an Applicable Dollar amount of \$80.00 up to age 50 and increasing \$8.00/year up to \$120.00 at age 65 with less than 6 years of Future Service Credit. Suspended by Pension Protection Act.

After eligibility for Early Retirement

Accrued Benefit using an Applicable Dollar Amount of \$180.00.

**Form of Payment:**

Life Annuity and Joint and Survivor Annuity Payments as well as Lump Sum or monthly payments of 60, 120 or 180 months based on a 7% interest rate assumption.

**Death Benefit:**

Beneficiary receives lump sum payment similar to the Retirement or Early Termination Benefit.

## SECTION II

### BASIC DATA

A current listing of active and retired participants was prepared from records maintained in the Pension Fund Office. Statistics were compiled based on date of birth, date of entry and accumulated service credits.

In Exhibit A, the age and years of service classifications of active participants are shown. At the beginning of 2019 there were 256 active employees, a decrease of 52 from 2018. In addition, there were 1,807 former participants included in the valuation with vested benefits who were no longer active and who had not received their benefits.

Exhibit B presents statistics on the pensioners. As of December 31, 2018 there were 1,220 pensioners receiving total monthly benefits of \$633,541.

Exhibit D sets forth accumulated financial statistics throughout 2018. This exhibit presents a historical record of contributions, interests, and dividends and investment results, administrative expenses and pensions paid. As of December 31, 2018 the Pension Fund balance was \$20,312,617 at market.

### SECTION III

#### ACTUARIAL ASSUMPTIONS AND FUNDING METHOD

The January 1, 2019 Valuation was based on the following actuarial assumptions:

Mortality:

UP84 set forward 1 year for males and set back 4 years for females.

Interest:

7.50% per annum

Turnover:

Special table furnished by the Social Security Department of the United Automobile Workers (UAW) International. This table is assumed to include all causes of termination.

Retirement Age:

Age 65 and 6 years of participation

Funding Method:

Accrued Benefit

Assets:

Market Value

## SECTION IV

### RESULTS OF THE VALUATION

Based on the plan of benefits, actuarial assumptions and funding method previously described, the liability and cost figures are as follows:

A. Coverage as of January 1, 2019

Number of Members:

Actives	256
Terminated Vested	1,807
Retired	<u>1,220</u>
Total	3,283

B. Funded Status of the Plan at January 1, 2019

Actuarially computed value of benefits:

a. Active	\$ 8,322,017
b. Terminated Vested	33,999,754
c. Retired	<u>58,150,288</u>
d. Total Actuarial Reserve	\$ 100,472,059
e. Less Valuation Assets	<u>20,312,617</u>
f. Unfunded Accrued Liability (d - e)	\$ 80,159,442
g. Percentage Funded	<b>20.2%</b>

C. Pension Charges 01/1/19 - 12/31/2019

(1) Normal Cost as of 01/01/19	\$ 369,035
(2) Minimum Amortization as of 01/01/19	3,646,585
(3) Administrative Expenses as of 07/01/2019	647,829
(4) Total Pension Charges with interest to 12/31/19 [(1) + (2)] x 1.075 + (3) x 1.0375]	\$ 4,988,914

D. <u>Actuarially Computed Value of Vested Benefits:</u>	\$ 100,416,172
E. <u>Percent of Vested Benefits Funded</u>	20.2%
F. <u>Unfunded Vested Benefits:</u>	\$ 80,103,555
G. <u>Value of Non-Vested Benefits:</u>	\$ 55,887

SECTION IV

RESULTS OF THE VALUATION (CONTINUED)

Below is a comparison of results for the current valuation (January 1, 2019) and the previous valuation (January 1, 2018)

	----JANUARY 1----	
	<u>2019</u>	<u>2018</u>
Actives	256	308
Terminated Vested	1,807	1,869
Retired	<u>1,220</u>	<u>1,192</u>
TOTAL	3,283	3,369
 <u>Accrued Liability:</u>		
Active	\$ 8,322,017	8,853,010
Terminated Vested	33,999,754	31,441,344
Retired	<u>58,150,288</u>	<u>57,544,642</u>
TOTAL Actuarial Reserve	\$ 100,472,059	\$ 97,838,996
Valuation Assets	<u>20,312,617</u>	<u>28,428,765</u>
Unfunded Accrued Liability	\$ 80,159,442	\$ 69,410,231
Percentage Funded	20.2%	29.1%
Normal Cost	369,035	419,873
Administrative Expenses	647,829	513,012
Value of Vested Benefits	100,416,172	97,545,509
Percentage Funded	20.2%	29.1%
Unfunded Vested Benefits	80,103,555	69,116,744

The investment return based on the market value of assets was -2.5%. This compares to the investment return assumption of 7.50%.

The balance in the Funding Standard Account as of December 31, 2018 was a deficiency of \$57,529,576. Contributions to the Fund must be made consistent with the most recently adopted Rehabilitation Plan. The Fund has been certified to be in Critical and Declining Status for 2019. One consequence of this is that there will be no excise charges applied to the Funding Standard Account Deficiency for this year.

SECTION V

ACTUARIAL CERTIFICATION

This is to certify that we have prepared an actuarial valuation of the Fund as of January 1, 2019.

The valuation was based on the following information:

- a. Provisions of the Plan as outlined in Section I;
- b. Employee census data, retiree statistics and financial data as set forth in Section II and on the Exhibits referred to in Section II;
- c. Actuarial assumptions and funding method as shown in Section III.

On the basis of this information, we certify that the results of the actuarial valuation shown in Section IV are a true and accurate statement of the actuarial valuation made and the results obtained.

The actuarial assumptions and methods used in our valuation are in accordance with standard actuarial practice and provide a reasonable basis for forecasting the costs of the benefits provided under the Plan.

Dated:

FEDERATION PENSION BUREAU, INC.

April 3, 2020

Philip D. Stashin

Philip D. Stashin, M.A.A.A.  
Enrolled Actuary No. 20-02485  
Under the Employee Retirement Income  
Security Act of 1974

**ACTIVE PARTICIPANTS AS OF 12/31/2018**

## YEARS OF CREDITED SERVICE

		0-4	5-9	10-14	15-19	20-24	25-29	29+	TOTAL
A T T A I N E D  A G E	15-19	3	0	0	0	0	0	0	3
	20-24	11	1	0	0	0	0	0	12
	25-29	16	4	0	0	0	0	0	20
	30-34	16	5	0	0	0	0	0	21
	35-39	12	3	1	0	0	0	0	16
	40-44	6	5	3	1	3	0	0	18
	45-49	10	2	2	1	2	6	1	24
	50-54	5	8	4	5	3	9	4	38
	55-59	9	3	11	3	2	8	20	56
	60-64	5	2	3	2	3	3	22	40
65+	0	0	1	0	0	3	4	8	
<b>TOTAL</b>	<b>93</b>	<b>33</b>	<b>25</b>	<b>12</b>	<b>13</b>	<b>29</b>	<b>51</b>	<b>256</b>	<b>*</b>

Average Attained Age : 47.6

Average Years of Service : 15.4

* Excludes data that has no date of hire and those employees in frozen groups.

## EXHIBIT B

### AGE DISTRIBUTION OF PENSIONERS AS OF DECEMBER 31, 2018

Attained Age	Number	Monthly Benefit
25	1	1,115
27	1	210
28	1	626
30	1	152
31	1	210
32	3	1,026
33	1	210
34	1	463
36	3	1,147
38	2	1,595
40	1	97
41	2	911
42	2	497
44	2	1,572
45	1	27
46	2	868
47	2	1,207
48	5	1,031
49	2	263
50	5	440
51	2	115
52	2	362
53	1	450
54	9	2,136
55	5	595
56	9	3,608
57	5	1,731
58	7	2,223
59	8	2,630
60	23	8,879
61	21	6,942
62	47	21,982
63	63	34,193
64	70	33,000

Attained Age	Number	Monthly Benefit
65	71	30,644
66	69	39,969
67	68	33,038
68	45	25,879
69	54	32,075
70	68	37,054
71	75	45,474
72	40	25,865
73	46	26,376
74	42	23,748
75	46	23,763
76	30	18,190
77	34	12,756
78	29	10,833
79	21	12,720
80	22	13,277
81	17	9,210
82	13	8,271
83	17	11,450
84	19	13,842
85	10	4,342
86	15	7,019
87	8	4,477
88	8	3,134
89	6	9,075
90	6	2,295
91	7	6,857
92	5	1,777
93	9	4,995
94	1	364
95	3	1,289
96	1	139
97	2	442
99	2	384

TOTALS            1,220    \$633,541

**ACCUMULATED FINANCIAL STATISTICS**

Year Ending 12/31	Employer Contribs.	Interest and Dividends	Realized & Unrealized Gains/(Losses)	Admin. Expenses	Benefit Payments	Accrued Reserve	Cumulative Reserve	Annual Yield (Market Value)
1995	1,503,466	682,494	2,474,502	312,091	1,649,941	2,698,430	15,939,743	24.3%
1996	1,518,683	651,562	1,822,746	352,029	1,287,065	2,353,897	18,293,640	15.9%
1997	1,644,347	676,243	2,852,700	415,138	1,969,128	2,928,664	21,222,304	19.4%
1998	1,729,331	748,942	3,301,860	384,527	2,111,143	3,284,463	24,506,767	19.5%
2000	1,825,205	1,360,690	2,769,903	613,635	3,454,656	1,887,507 ²	43,120,490	10.0%
2001	1,655,789	1,137,709	(4,957,127)	571,305	3,427,536	(1,628,392)	41,492,098	-8.9%
2002	2,503,039 ⁵	1,394,876	(3,896,758)	604,120	4,186,174	12,733,935 ³	54,226,033	-5.3%
2003	1,550,611 ⁶	2,133,588	4,970,134	1,090,298	4,845,228	(2,966,327) ⁴	51,259,706	13.3%
2004	1,399,307 ⁸	1,636,203	725,264	545,620	5,230,951	5,676,356 ⁷	56,936,062	4.8%
2005	1,495,692 ¹⁰	1,712,899	1,877,024	485,929	5,483,680	(883,994) ⁹	56,052,068	6.6%
2006	1,451,522 ¹¹	1,503,660	3,174,475	503,454	6,239,748	(613,545)	55,438,523	8.8%
2007	1,226,060 ¹²	1,485,562	1,867,619	460,915	6,073,509	(1,955,183)	53,483,340	6.4%
2008	1,607,810 ¹³	1,423,896	(11,955,156)	455,566	5,738,152	(15,117,168)	38,358,728	-20.6%
2009	1,153,823	1,472,039	5,420,497	650,651	5,459,667	1,936,041	40,294,769	19.2%
2010	3,100,989	1,291,269	3,851,105	450,876	5,568,669	2,223,818	42,518,587	13.2%
2011	1,040,929	1,234,338	(209,876)	492,048	5,811,091	(4,237,748)	38,280,839	2.6%
2012	1,039,856	1,242,252	2,651,793	411,347	6,116,194	(1,593,640)	36,687,199	11.0%
2013	1,413,623	1,075,792	4,340,033	434,797	6,300,131	94,520	36,781,719	15.9%
2014	1,135,199	858,860	2,123,613	627,498	6,573,765	(3,083,591) ¹⁴	39,291,229	5.9%
2015	725,573	973,398	(1,036,898)	603,961	7,054,522	(6,996,410)	32,294,819	-0.2%
2016	6,028,813	841,279	1,239,278	548,036	7,172,123	389,211	32,684,030	6.6%
2017	757,528	723,824	2,213,397	513,012	7,437,002	(4,255,265)	28,428,765	10.1%
2018	696,342	841,442	(1,466,518)	647,829	7,539,585	(8,116,148)	20,312,617	-2.5%

² Includes \$13,849,742 transferred from the LeRoy Industries Plan.

³ Includes \$4,534,078 transferred from the Vibratex, Inc. Pension Plan

⁴ Includes \$15,772,585 transferred from the CNB International, Inc. D.I.P. Union Pension Plan and \$1,750,487 from the Vibratex Salaried Employees Retirement Plan

⁵ Includes the \$922,704 contributed in 2003 for the 2002 Plan Year.

⁶ Excludes the \$922,704 contributed in 2003 for the 2002 Plan Year. Includes \$926,013 contributed in 2004 for 2003.

⁷ Adjusted to reflect the money returned to Vibratex.

⁸ Excludes the \$926,013 contributed in 2004 for the 2003 Plan Year. Includes \$897,517 contributed in 2005 for 2004.

⁹ Includes \$7,692,153 transferred from the Eastman Machine Co. Plan.

¹⁰ Excludes the \$897,517 contributed in 2005 for the 2004 Plan Year. Includes \$918,420 contributed in 2006 for 2005.

¹¹ Excludes the \$918,420 contributed in 2006 for the 2005 Plan Year. Includes \$937,221 contributed in 2007 for 2006.

¹² Excludes the \$937,221 contributed in 2007 for the 2006 Plan Year. Includes \$895,940 contributed in 2008 for 2007.

¹³ Excludes \$895,940 contributed in 2008 for 2007.

¹⁴ Includes \$5,762,040 transferred from Agway.

## EXHIBIT D

Accumulated Plan benefits and Changes in Accumulated Plan Benefits as of December 31, 2018

### Accumulated Plan Benefits

Actuarial present value of accumulated plan benefits:

Vested benefits:

Participants currently receiving payments 58,150,288

Other Participants 42,321,771

100,472,059

Non-vested benefits 55,887

Total actuarial present value of accumulated plan benefits 100,416,172

### Changes in Accumulated Plan Benefit

Actuarial present value of accumulated plan benefits at beginning of year 97,838,996

Increase (decrease) during the year attributable to:

Plan Amendment 0

Change in actuarial assumptions 0

Benefits accumulated and actuarial gains 3,051,196

Increase for interest due to the decrease in the discount period 7,055,565

Benefits paid (7,529,585)

Net Increase 2,577,176

Actuarial present value of accumulated plan benefit at end of year 100,416,172

**FEDERATION PENSION BUREAU**

INCORPORATED

*Actuaries and Consultants*

PENSION AND WELFARE PLANS  
ACTUARIAL SERVICES  
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ADMINISTRATIVE SYSTEMS

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2870 HEMPSTEAD TURNPIKE, SUITE 102, LEVITTOWN, NEW YORK 11756 • (212) 643-0100  
FAX • (212) 643-0121

March 31, 2019

Internal Revenue Service  
Employee Plans Compliance Unit  
Group 7602 (TEGE:EP:EPCU)  
230 S. Dearborn Street  
Room 1700 – 17th Floor  
Chicago, IL 60604

Board of Trustees  
America's Family Defined Benefit Plan  
35 George Karl Blvd. Suite 300  
Buffalo, NY 14221

Re: America's Family Defined Benefit Plan

Certification of Critical Status for the  
2019 Plan Year and Critical and Declining Status

Ladies and Gentlemen:

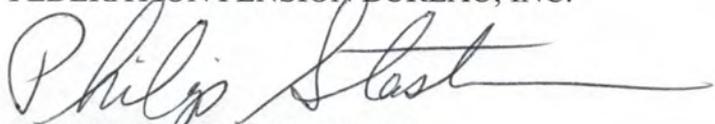
I hereby certify pursuant to Section 305(b)(3)(A) of ERISA, to the Secretary of the Treasury and the Board of Trustees of the Fund, in its role as Plan Sponsor, that the Fund is reasonably expected to be in critical status, as that term is defined in Section 305(b)(2) of ERISA, for the Plan Year commencing January 1, 2019. The plan is also expected to be in Critical and Declining Status as defined in Section 305(b)(6) of ERISA.

We have listed the information requested in 1.432(b) – 1(d)(3) as modified by the Multiemployer Pension Reform Act of 2014 on the attached page.

Please contact the undersigned if you have any questions.

Very truly yours,

FEDERATION PENSION BUREAU, INC.



Philip D. Stashin, FCA, MAAA  
President

Enrolled Actuary No. 17-02485

PDS:ms

**NAME OF PLAN:** America's Family Defined Benefit Plan

**EIN:** 16-6103576

**PLAN NUMBER:** 001

**NAME OF PLAN OF PLAN SPONSOR ADDRESS:** America's Family Defined Benefit Plan  
35 George Karl Blvd.  
Buffalo, NY 14221

**TELEPHONE NUMBER:** (716) 631-2210

**PLAN YEAR BEGINNING:** 01/01/2019

**PLAN FUNDED STATUS:** The plan is in Critical Status as well as Critical and Declining Status for the current year.

**ACTUARY:** Philip D. Stashin, FCA, MAAA

**ENROLLED ACTUARY NO.:** 17-02485

**COMPANY:** Federation Pension Bureau, Inc.

**ADDRESS:** 2870 Hempstead Turnpike, Suite 102  
Levittown, NY 11756

**TELEPHONE:** (212) 643-0100

*Prepared For:* **America's Family Defined Benefit Plan**

*Covering:* **Actuarial Valuation  
as of January 1, 2020**

**FEDERATION PENSION BUREAU INCORPORATED**  
*Consulting Actuaries*

**FEDERATION PENSION BUREAU**

INCORPORATED

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PENSION AND WELFARE PLANS  
ACTUARIAL SERVICES  
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ADMINISTRATIVE SYSTEMS

---

2870 HEMPSTEAD TURNPIKE, SUITE 102, LEVITTOWN, NEW YORK 11756 • (212) 643-0100  
FAX • (212) 643-0121

May 27, 2021

Board of Trustees  
America's Family Defined Benefit Plan  
35 George Karl Blvd., Suite #300  
Williamsville, NY 14221

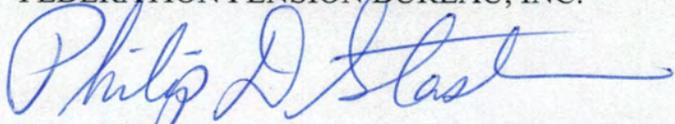
Gentlemen:

In accordance with our engagement, we have made an Actuarial Valuation of the Pension Plan as of January 1, 2020.

On the following page, a Table of Contents is set forth for your reference to the various sections and exhibits presented in this report.

Respectfully submitted,

FEDERATION PENSION BUREAU, INC.



Philip D. Stashin  
President

Enc.

AMERICA'S FAMILY DEFINED BENEFIT PLAN

ACTUARIAL VALUATION

AS OF

January 1, 2020

WITH

PROJECTED PENSION CHARGES  
FOR THE YEAR 2020

FEDERATION PENSION BUREAU, INC.  
2870 Hempstead Turnpike, Suite #102  
Levittown, New York 11756

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- Exhibit C - Accumulated Financial Statistics of the Pension Fund through December 31, 2019
- Exhibit D - Financial Accounting Standards Board Statement 35 Data.

## SECTION 1

### SUMMARY OF PLAN PROVISIONS

#### Eligibility for Participation:

Upon completion of 1,000 hours of credit in 12 consecutive months.

#### Crediting Service:

Past Service Credit

period from date of hire to date of entry into the plan (up to 25 years). 16-2/3% of Past Service Credit for each year of Future Credit Service to a maximum of 100% for 6 or more years of Future Credited Service.

Future Service Credit

period from date of entry into the plan to date of termination.

#### Eligibility for Pension Benefits:

Normal Retirement

Age 65 and 6 years of future credited service.

Early Retirement

Age 62 and 6 years of future credited service.

#### Vesting:

graded from 50% for 1 year to 100% for 6 or more years of Future Service.

#### Retirement Benefits:

Past Service Benefit Calculations

Years of Past Service x Weekly Contribution Rate / 1.75 x Past Service Rate for Shop x Applicable Dollar Amount x Vesting Percentage.

Future Service Benefit Calculation

(Total Contributions / 65) x Applicable Dollar Amount x Vesting Percentage

Applicable Dollar Amount

\$180.00 (at age 65.)

Early or Deferred Retirement

If benefit is payable at early or deferred retirement age, it is the actuarial equivalent of the benefit payable at age 65.

SECTION 1

SUMMARY OF PLAN PROVISIONS (CONTINUED)

**Termination Benefit**

Prior to eligibility for Early Retirement

Vested Accrued Benefit using an Applicable Dollar amount of \$80.00 up to age 50 and increasing \$8.00/year up to \$120.00 at age 65 with less than 6 years of Future Service Credit. Suspended by Pension Protection Act.

After eligibility for Early Retirement

Accrued Benefit using an Applicable Dollar Amount of \$180.00.

**Form of Payment:**

Life Annuity and Joint and Survivor Annuity Payments as well as Lump Sum or monthly payments of 60, 120 or 180 months based on a 7% interest rate assumption.

**Death Benefit:**

Beneficiary receives lump sum payment similar to the Retirement or Early Termination Benefit.

## SECTION II

### BASIC DATA

A current listing of active and retired participants was prepared from records maintained in the Pension Fund Office. Statistics were compiled based on date of birth, date of entry and accumulated service credits.

In Exhibit A, the age and years of service classifications of active participants are shown. At the beginning of 2020 there were 249 active employees, a decrease of 7 from 2019. In addition, there were 1,789 former participants included in the valuation with vested benefits who were no longer active and who had not received their benefits.

Exhibit B presents statistics on the pensioners. As of December 31, 2019 there were 1,320 pensioners receiving total monthly benefits of \$675,851.

Exhibit C sets forth accumulated financial statistics throughout 2019. This exhibit presents a historical record of contributions, interests, and dividends and investment results, administrative expenses and pensions paid. As of December 31, 2019 the Pension Fund balance was \$15,220,318 at market.

### SECTION III

#### ACTUARIAL ASSUMPTIONS AND FUNDING METHOD

The January 1, 2020 Valuation was based on the following actuarial assumptions:

Mortality:

UP84 set forward 1 year for males and set back 4 years for females.

Interest:

7.50% per annum

Turnover:

Special table furnished by the Social Security Department of the United Automobile Workers (UAW) International. This table is assumed to include all causes of termination.

Retirement Age:

Age 65 and 6 years of participation

Funding Method:

Accrued Benefit

Assets:

Market Value

SECTION IV

RESULTS OF THE VALUATION

Based on the plan of benefits, actuarial assumptions and funding method previously described, the liability and cost figures are as follows:

A. Coverage as of January 1, 2020

Number of Members:

Actives	249
Terminated Vested	1,789
Retired	<u>1,320</u>
Total	3,358

B. Funded Status of the Plan at January 1, 2020

Actuarially computed value of benefits:

a. Active	\$ 7,744,422
b. Terminated Vested	31,327,351
c. Retired	<u>62,267,804</u>
d. Total Actuarial Reserve	\$ 101,339,577
e. Less Valuation Assets	<u>15,220,318</u>
f. Unfunded Accrued Liability (d - e)	\$ 86,119,259
g. Percentage Funded	<b>15.0%</b>

C. Pension Charges 01/1/20 - 12/31/2020

(1) Normal Cost as of 01/01/20	\$ 422,992
(2) Minimum Amortization as of 01/01/20	3,441,832
(3) Administrative Expenses as of 07/01/2020	533,007
(4) Total Pension Charges with interest to 12/31/20 [(1) + (2)] x 1.075 + (3) x 1.0375]	\$ 4,707,680

D. Actuarially Computed Value of Vested Benefits: \$ 101,273,856

E. Percent of Vested Benefits Funded 15.0%

F. Unfunded Vested Benefits: \$ 86,053,538

G. Value of Non-Vested Benefits: \$ 65,721

SECTION IV

RESULTS OF THE VALUATION (CONTINUED)

Below is a comparison of results for the current valuation (January 1, 2020) and the previous valuation (January 1, 2019)

	----JANUARY 1----	
	<u>2020</u>	<u>2019</u>
Actives	249	256
Terminated Vested	1,789	1,807
Retired	<u>1,320</u>	<u>1,220</u>
TOTAL	3,358	3,283
 <u>Accrued Liability:</u>		
Active	\$ 7,744,422	8,322,017
Terminated Vested	31,327,351	33,999,754
Retired	<u>62,267,804</u>	<u>58,150,288</u>
TOTAL Actuarial Reserve	\$ 101,339,577	\$100,472,059
Valuation Assets	<u>15,220,318</u>	<u>20,312,617</u>
Unfunded Accrued Liability	\$ 86,119,259	\$ 80,159,442
Percentage Funded	15.0%	20.2%
Normal Cost	422,992	369,035
Administrative Expenses	533,007	647,829
Value of Vested Benefits	101,273,856	100,416,172
Percentage Funded	15.0%	20.2%
Unfunded Vested Benefits	86,053,538	80,103,555

The investment return based on the market value of assets was 13.2%. This compares to the investment return assumption of 7.50%.

The balance in the Funding Standard Account as of December 31, 2019 was a deficiency of \$65,603,873. Contributions to the Fund must be made consistent with the most recently adopted Rehabilitation Plan. The Fund has been certified to be in Critical and Declining Status for 2020. One consequence of this is that there will be no excise charges applied to the Funding Standard Account Deficiency for this year. The Fund is expected to become insolvent in 2021.

SECTION V

ACTUARIAL CERTIFICATION

This is to certify that we have prepared an actuarial valuation of the Fund as of January 1, 2020.

The valuation was based on the following information:

- a. Provisions of the Plan as outlined in Section I;
- b. Employee census data, retiree statistics and financial data as set forth in Section II and on the Exhibits referred to in Section II;
- c. Actuarial assumptions and funding method as shown in Section III.

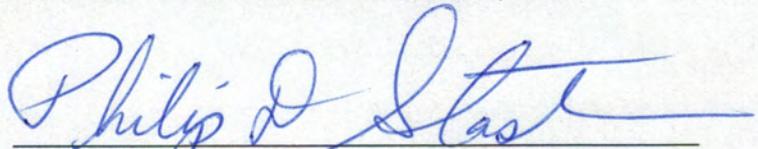
On the basis of this information, we certify that the results of the actuarial valuation shown in Section IV are a true and accurate statement of the actuarial valuation made and the results obtained.

The actuarial assumptions and methods used in our valuation are in accordance with standard actuarial practice and provide a reasonable basis for forecasting the costs of the benefits provided under the Plan.

Dated:

FEDERATION PENSION BUREAU, INC.

May 27, 2021



Philip D. Stashin, M.A.A.A.

Enrolled Actuary No. 20-02485

Under the Employee Retirement Income  
Security Act of 1974

**ACTIVE PARTICIPANTS AS OF 12/31/2019**

## YEARS OF CREDITED SERVICE

		0-4	5-9	10-14	15-19	20-24	25-29	29+	TOTAL
A T T A I N E D  A G E	15-19	1	0	0	0	0	0	0	1
	20-24	11	1	0	0	0	0	0	12
	25-29	22	5	0	0	0	0	0	27
	30-34	14	10	0	0	0	0	0	24
	35-39	13	5	1	0	0	0	0	19
	40-44	11	5	1	2	3	0	0	22
	45-49	10	0	2	1	2	5	0	20
	50-54	5	4	2	3	2	10	2	28
	55-59	5	7	5	3	3	4	21	48
	60-64	4	3	3	2	3	3	26	44
65+	0	1	0	0	0	2	1	4	
<b>TOTAL</b>		<b>96</b>	<b>41</b>	<b>14</b>	<b>11</b>	<b>13</b>	<b>24</b>	<b>50</b>	<b>249 *</b>

Average Attained Age : 46.8

Average Years of Service : 14.8

* Excludes data that has no date of hire and those employees in frozen groups.

**EXHIBIT B**

**AGE DISTRIBUTION OF PENSIONERS AS OF DECEMBER 31, 2019**

Attained Age	Number	Monthly Benefit
26	1	310
27	1	1,115
28	1	210
29	1	626
32	1	152
33	3	773
34	2	674
36	1	463
37	1	152
38	2	995
40	1	752
41	1	97
42	2	911
43	2	497
44	0	0
45	2	1,572
46	1	27
47	2	868
48	2	1,207
49	5	1,031
50	2	263
51	5	440
52	2	115
53	2	362
54	1	450
55	10	2,424
56	5	595
57	9	2,932
58	5	1,767
59	7	2,223
60	24	7,519
61	24	9,884
62	47	18,035
63	57	26,214
64	76	39,983
65	93	47,079

Attained Age	Number	Monthly Benefit
66	79	36,215
67	78	45,042
68	69	33,488
69	44	25,648
70	56	31,258
71	69	36,356
72	76	45,325
73	40	25,865
74	46	25,825
75	43	24,370
76	46	23,763
77	29	17,741
78	32	11,789
79	30	11,730
80	20	11,458
81	21	13,140
82	16	8,314
83	13	8,271
84	16	11,130
85	17	13,053
86	10	4,342
87	15	7,019
88	8	4,477
89	8	3,134
90	6	9,075
91	6	2,295
92	7	6,857
93	5	1,777
94	7	2,262
95	0	0
96	3	1,289
97	1	139
98	2	442
100	1	243

Total                      1,320                      675,851

**ACCUMULATED FINANCIAL STATISTICS**

Year Ending 12/31	Employer Contribs.	Interest and Dividends	Realized & Unrealized Gains/(Losses)	Admin. Expenses	Benefit Payments	Accrued Reserve	Cumulative Reserve	Annual Yield (Market Value)
1995	1,503,466	682,494	2,474,502	312,091	1,649,941	2,698,430	15,939,743	24.3%
1996	1,518,683	651,562	1,822,746	352,029	1,287,065	2,353,897	18,293,640	15.9%
1997	1,644,347	676,243	2,852,700	415,138	1,969,128	2,928,664	21,222,304	19.4%
1998	1,729,331	748,942	3,301,860	384,527	2,111,143	3,284,463	24,506,767	19.5%
2000	1,825,205	1,360,690	2,769,903	613,635	3,454,656	1,887,507 ²	43,120,490	10.0%
2001	1,655,789	1,137,709	(4,957,127)	571,305	3,427,536	(1,628,392)	41,492,098	-8.9%
2002	2,503,039 ⁵	1,394,876	(3,896,758)	604,120	4,186,174	12,733,935 ³	54,226,033	-5.3%
2003	1,550,611 ⁶	2,133,588	4,970,134	1,090,298	4,845,228	(2,966,327) ⁴	51,259,706	13.3%
2004	1,399,307 ⁸	1,636,203	725,264	545,620	5,230,951	5,676,356 ⁷	56,936,062	4.8%
2005	1,495,692 ¹⁰	1,712,899	1,877,024	485,929	5,483,680	(883,994) ⁹	56,052,068	6.6%
2006	1,451,522 ¹¹	1,503,660	3,174,475	503,454	6,239,748	(613,545)	55,438,523	8.8%
2007	1,226,060 ¹²	1,485,562	1,867,619	460,915	6,073,509	(1,955,183)	53,483,340	6.4%
2008	1,607,810 ¹³	1,423,896	(11,955,156)	455,566	5,738,152	(15,117,168)	38,358,728	-20.6%
2009	1,153,823	1,472,039	5,420,497	650,651	5,459,667	1,936,041	40,294,769	19.2%
2010	3,100,989	1,291,269	3,851,105	450,876	5,568,669	2,223,818	42,518,587	13.2%
2011	1,040,929	1,234,338	(209,876)	492,048	5,811,091	(4,237,748)	38,280,839	2.6%
2012	1,039,856	1,242,252	2,651,793	411,347	6,116,194	(1,593,640)	36,687,199	11.0%
2013	1,413,623	1,075,792	4,340,033	434,797	6,300,131	94,520	36,781,719	15.9%
2014	1,135,199	858,860	2,123,613	627,498	6,573,765	(3,083,591) ¹⁴	39,291,229	5.9%
2015	725,573	973,398	(1,036,898)	603,961	7,054,522	(6,996,410)	32,294,819	-0.2%
2016	6,028,813	841,279	1,239,278	548,036	7,172,123	389,211	32,684,030	6.6%
2017	757,528	723,824	2,213,397	513,012	7,437,002	(4,255,265)	28,428,765	10.1%
2018	696,342	841,442	(1,466,518)	647,829	7,539,585	(8,116,148)	20,312,617	-2.5%
2019	1,184,903	588,584	1,606,485	533,007	7,939,264	(5,092,299)	15,220,318	13.2%

² Includes \$13,849,742 transferred from the LeRoy Industries Plan.³ Includes \$4,534,078 transferred from the Vibratex, Inc. Pension Plan⁴ Includes \$15,772,585 transferred from the CNB International, Inc. D.I.P. Union Pension Plan and \$1,750,487 from the Vibratex Salaried Employees Retirement Plan⁵ Includes the \$922,704 contributed in 2003 for the 2002 Plan Year.⁶ Excludes the \$922,704 contributed in 2003 for the 2002 Plan Year. Includes \$926,013 contributed in 2004 for 2003.⁷ Adjusted to reflect the money returned to Vibratex.⁸ Excludes the \$926,013 contributed in 2004 for the 2003 Plan Year. Includes \$897,517 contributed in 2005 for 2004.⁹ Includes \$7,692,153 transferred from the Eastman Machine Co. Plan.¹⁰ Excludes the \$897,517 contributed in 2005 for the 2004 Plan Year. Includes \$918,420 contributed in 2006 for 2005.¹¹ Excludes the \$918,420 contributed in 2006 for the 2005 Plan Year. Includes \$937,221 contributed in 2007 for 2006.¹² Excludes the \$937,221 contributed in 2007 for the 2006 Plan Year. Includes \$895,940 contributed in 2008 for 2007.¹³ Excludes \$895,940 contributed in 2008 for 2007.¹⁴ Includes \$5,762,040 transferred from Agway.

**EXHIBIT D**

Accumulated Plan benefits and Changes in Accumulated Plan Benefits as of December 31, 2019

**Accumulated Plan Benefits**

Actuarial present value of accumulated plan benefits:

Vested benefits:

Participants currently receiving payments 62,267,801

Other Participants 39,071,773

101,339,577

Non-vested benefits 65,751

Total actuarial present value of accumulated plan benefits 101,405,298

**Changes in Accumulated Plan Benefit**

Actuarial present value of accumulated plan benefits at beginning of year 100,527,946

Increase (decrease) during the year attributable to:

Plan Amendment 0

Change in actuarial assumptions 0

Benefits accumulated and actuarial gains 1,508,941

Increase for interest due to the decrease in the discount period 7,307,675

Benefits paid (7,939,264)

Net Increase 877,352

Actuarial present value of accumulated plan benefit at end of year 101,405,298

# FEDERATION PENSION BUREAU

INCORPORATED

*Actuaries and Consultants*

PENSION AND WELFARE PLANS  
ACTUARIAL SERVICES  
COMPUTER APPLICATIONS  
ADMINISTRATIVE SYSTEMS

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2870 HEMPSTEAD TURNPIKE, SUITE 102, LEVITTOWN, NEW YORK 11756 • (212) 643-0100  
FAX • (212) 643-0121

March 26, 2020

Internal Revenue Service  
Employee Plans Compliance Unit  
Group 7602 (TEGE:EP:EPCU)  
230 S. Dearborn Street  
Room 1700 – 17th Floor  
Chicago, IL 60604

Board of Trustees  
America's Family Defined Benefit Plan  
35 George Karl Blvd. Suite 300  
Buffalo, NY 14221

Re: America's Family Defined Benefit Plan

Certification of Critical Status for the  
2020 Plan Year and Critical and Declining Status

Ladies and Gentlemen:

I hereby certify pursuant to Section 305(b)(3)(A) of ERISA, to the Secretary of the Treasury and the Board of Trustees of the Fund, in its role as Plan Sponsor, that the Fund is reasonably expected to be in critical status, as that term is defined in Section 305(b)(2) of ERISA, for the Plan Year commencing January 1, 2020. The plan is also expected to be in Critical and Declining Status as defined in Section 305(b)(6) of ERISA.

We have listed the information requested in 1.432(b) – 1(d)(3) as modified by the Multiemployer Pension Reform Act of 2014 on the attached page.

Please contact the undersigned if you have any questions.

Very truly yours,

FEDERATION PENSION BUREAU, INC.



Philip D. Stashin, FCA, MAAA  
President

Enrolled Actuary No. 17-02485

PDS:ms

**NAME OF PLAN:** America's Family Defined Benefit Plan  
**EIN:** 16-6103576  
**PLAN NUMBER:** 001  
**NAME OF PLAN OF PLAN SPONSOR ADDRESS:** America's Family Defined Benefit Plan  
35 George Karl Blvd.  
Buffalo, NY 14221  
**TELEPHONE NUMBER:** (716) 631-2210  
**PLAN YEAR BEGINNING:** 01/01/2020  
**PLAN FUNDED STATUS:** The plan is in Critical Status as well as Critical and Declining Status  
for the current year.  
**ACTUARY:** Philip D. Stashin, FCA, MAAA  
**ENROLLED ACTUARY NO.:** 17-02485  
**COMPANY:** Federation Pension Bureau, Inc.  
**ADDRESS:** 2870 Hempstead Turnpike, Suite 102  
Levittown, NY 11756  
**TELEPHONE:** (212) 643-0100

**FEDERATION PENSION BUREAU**

INCORPORATED

*Actuaries and Consultants*

PENSION AND WELFARE PLANS  
ACTUARIAL SERVICES  
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2870 HEMPSTEAD TURNPIKE, SUITE 102, LEVITTOWN, NEW YORK 11756 • (212) 643-0100  
FAX • (212) 643-0121

March 26, 2021

Internal Revenue Service  
Employee Plans Compliance Unit  
Group 7602 (TEGE:EP:EPCU)  
230 S. Dearborn Street  
Room 1700 – 17th Floor  
Chicago, IL 60604

Board of Trustees  
America's Family Defined Benefit Plan  
35 George Karl Blvd. Suite 300  
Buffalo, NY 14221

Re: America's Family Defined Benefit Plan

Certification of Critical Status for the  
2021 Plan Year and Critical and Declining Status

Ladies and Gentlemen:

I hereby certify pursuant to Section 305(b)(3)(A) of ERISA, to the Secretary of the Treasury and the Board of Trustees of the Fund, in its role as Plan Sponsor, that the Fund is reasonably expected to be in critical status, as that term is defined in Section 305(b)(2) of ERISA, for the Plan Year commencing January 1, 2021. The plan is also expected to be in Critical and Declining Status as defined in Section 305(b)(6) of ERISA.

We have listed the information requested in 1.432(b) – 1(d)(3) as modified by the Multiemployer Pension Reform Act of 2014 on the attached page.

Please contact the undersigned if you have any questions.

Very truly yours,

FEDERATION PENSION BUREAU, INC.



Philip D. Stashin, FCA, MAAA  
President

Enrolled Actuary No. 20-02485

PDS:ms

**NAME OF PLAN:** America's Family Defined Benefit Plan

**EIN:** 16-6103576

**PLAN NUMBER:** 001

**NAME OF PLAN OF PLAN SPONSOR ADDRESS:** America's Family Defined Benefit Plan  
35 George Karl Blvd.  
Buffalo, NY 14221

**TELEPHONE NUMBER:** (716) 631-2210

**PLAN YEAR BEGINNING:** 01/01/2021

**PLAN FUNDED STATUS:** The plan is in Critical Status as well as Critical and Declining Status for the current year.

**ACTUARY:** Philip D. Stashin, FCA, MAAA

**ENROLLED ACTUARY NO.:** 20-02485

**COMPANY:** Federation Pension Bureau, Inc.

**ADDRESS:** 2870 Hempstead Turnpike, Suite 102  
Levittown, NY 11756

**TELEPHONE:** (212) 643-0100

**AMENDMENT OF THE AMERICA'S FAMILY DEFINED BENEFIT PENSION PLAN  
TO RETROACTIVELY COMPLY WITH THE U.S. SUPREME COURT'S  
DECISION IN UNITED STATES v. WINDSOR**

This amendment to the America's Family Defined Benefit Pension Plan (the "Plan") is hereby adopted on this 4 day of ~~November~~, 2014, and is effective retroactively, for all purposes, to June 26, 2013. *December*

WITNESSETH:

WHEREAS, this Amendment of the Plan is adopted to reflect the decision in United States v. Windsor, 570 U.S.744, 133 S.Ct. 2675 (2013), and the holdings of Rev. Rul. 2013-17, 2013-38 I.R.B. 201 (Sept. 16, 2013) as well, thereby clarifying that the term "spouse" as used in the Plan (and such related terms as "husband and wife," "husband," and "wife") generally includes an individual married to a person of the same sex; and; and

WHEREAS, this Amendment shall supersede and modify the meaning of the relevant provisions of the Plan (specifically, § 2.33, defining the term "*Qualified Joint and Survivor Annuity*," § 2.34, defining the term "*Qualified Optional Survivor Annuity*," § 2.35, defining the term "*Qualified Pre-Retirement Survivor Annuity*," and § 11.6, setting forth the rules regarding "*Qualified Domestic Relations Orders*") to the extent those provisions are inconsistent with the provisions of this amendment.

NOW, THEREFORE, the Plan shall be amended by inserting a new Section 2.36A (defining the term "*spouse*"), immediately after the current § 2.36 (defining the term "*Related Employment*") as follows:

§ 2.36A *Spouse*

"Spouse" means a Participant's wife or husband, and includes (as do the terms "husband and wife," "husband," and "wife") an individual married to a person of the same sex, if the individuals are lawfully married under state (including any other domestic or foreign jurisdiction having the legal authority to sanction marriages) law, and under such law, the term "marriage" includes such a marriage between individuals of the same sex. The Plan will recognize a marriage of same-sex individuals validly entered into in a state whose laws authorize the marriage of two individuals of the same sex even if the state in which they are domiciled does not recognize the validity of same-sex marriages. However, the term "spouse" (or "husband and wife," "husband," or "wife") does not include individuals (whether of the opposite sex or the same sex) who have entered into a registered domestic partnership, civil union, or other similar relationship recognized under state law that is not denominated as a marriage under the laws of that state, and the term "marriage" does not include such formal relationships.

I hereby certify that the above amendment was adopted by resolution of the Board of Trustees on the date hereinabove set forth.

By *Will Ochler, Adm*  
Administrator

**AMENDMENT TO THE AMERICA'S FAMILY  
DEFINED BENEFIT RETIREMENT PLAN**

This Amendment to the America's Family Defined Benefit Retirement Plan ("Plan") is hereby adopted by the Trustees this 14th day of February, 2013.

WITNESSETH:

**WHEREAS**, this Amendment to the Plan is intended to correct an error in the Plan by not changing the effective date and changing the definition of Actuarial Equivalent.

**NOW THEREFORE**, the Plan shall be amended by this Amendment in the following respects only, effective on or after January 1, 2013:

Page 1, replace the fourth paragraph with the following:

Now, therefore, effective as of January 1, 2013 except as otherwise hereinafter specifically provided, the Trustees in accordance with the provisions of the Agreement and Declaration of Trust and this Plan pertaining to the amendment hereof, hereby amend this Plan in its entirety, and restate it to provide as follows:

Article II, Section 2.3 replace the 1st paragraph with the following:

2.3 "Actuarial Equivalent" means a form of benefit differing in period or manner of payment from a specified form of benefit provided under the Plan, but having the same Present Value (as defined in section 2.21 below) as of the date of payment or commencement of payment thereof when calculated using (i) an assumed interest rate of seven percent (7.0%) compounded annually, (ii) the rates of mortality set forth in the 1951 Group Annuity Mortality Table (Male) for Participants, and (iii) the said rates of mortality, set back five (5) years, for eligible spouses of Participants.

I hereby certify that the above amendment was adopted by resolution of the Board of Trustees on the date hereinabove set forth.

By Will W. Oehl  
Administrator

**AMENDMENT TO THE  
AMERICA'S FAMILY DEFINED BENEFIT PENSION PLAN**

**WHEREAS**, the Board of Trustees of the America's Family Defined Benefit Pension Plan (the "Trustees") have applied to the Pension Benefit Guaranty Corporation (the "PBGC") for special financial assistance on behalf of the America's Family Defined Benefit Pension Plan (the "Plan") in accordance with Section 4262 of the Employee Retirement Income Security Act of 1974, as amended ("ERISA");

**WHEREAS**, pursuant to PBGC regulations issued under ERISA Section 4262, for the Plan to be eligible for special financial assistance, the Trustees must amend the Plan in accordance with 29 CFR §§ 4262.6(e)(1) and (e)(2);

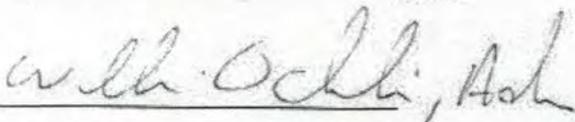
**WHEREAS**, the Trustees have the power to amend the Plan pursuant to Section 14.1, and desire to do so as required under 29 CFR §§ 4262.6(e)(1) and (e)(2);

**NOW THEREFORE**, be it resolved that, effective as of the dates set forth below, as new Section 15.11 is added to the Plan to read as follows:

**15.11 PBGC SPECIAL FINANCIAL ASSISTANCE**

- a) Pursuant to 29 CFR §§ 4262.6(e)(1), beginning with the special financial assistance measurement date selected by the Plan in the Plan's application for special financial assistance with Pension Benefit Guaranty Corporation (the "PBGC"), the Plan shall be administered in accordance with the restrictions and conditions specified in Section 4262 of ERISA and 29 CFR part 4262. This Section 15.11 is contingent upon approval by the PBGC of the Plan's application for special financial assistance and is effective through the end of the Plan Year ending in 2051.
- b) Pursuant to 29 CFR §§ 4262.6(e)(2), 4262.15(a)(1), and 4262.15(a)(2):
  - i. As of the first month in which the special financial assistance referenced in subsection (a), above, is paid to the Plan, benefits under the Plan for Participants and Beneficiaries which were suspended as of September 1, 2021, due to the Plan's insolvency, will be reinstated.
  - ii. As of the date the special financial assistance referenced in subsection (a), above, is paid to the Plan, the Plan will make payments to those Participants and Beneficiaries referenced in subsection (i), above, and who are in pay status, equal to the amount of benefits previously suspended. In accordance with 29 CFR § 4262.15(b)(1), payments under this subsection (ii) will be made as a lump sum no later than three (3) months after the date that the special financial assistance is paid to the Plan.

Signed on this 27th day of March 2022.



Administrator

America's Family Pension Plan

NAME	221	Company	Sex	Born	Hired	Past Service
[REDACTED]		MARKIN	M	[REDACTED]	[REDACTED]	0
[REDACTED]		BENNETT	M	[REDACTED]	[REDACTED]	0
[REDACTED]		HARD	M	[REDACTED]	[REDACTED]	0
[REDACTED]		MARKIN	M	[REDACTED]	[REDACTED]	0
[REDACTED]		MARKIN	M	[REDACTED]	[REDACTED]	0
[REDACTED]		EMC	M	[REDACTED]	[REDACTED]	0
[REDACTED]		BENNETT	M	[REDACTED]	[REDACTED]	0
[REDACTED]		HARD	M	[REDACTED]	[REDACTED]	0
[REDACTED]		EMC	M	[REDACTED]	[REDACTED]	0
[REDACTED]		BENNETT	M	[REDACTED]	[REDACTED]	0
[REDACTED]		EMC	M	[REDACTED]	[REDACTED]	0
[REDACTED]		MARKIN	M	[REDACTED]	[REDACTED]	0
[REDACTED]		MARKIN	M	[REDACTED]	[REDACTED]	0
[REDACTED]		EMC	F	[REDACTED]	[REDACTED]	0
[REDACTED]		TMP	F	[REDACTED]	[REDACTED]	0
[REDACTED]		MARKIN	M	[REDACTED]	[REDACTED]	0
[REDACTED]		MARKIN	M	[REDACTED]	[REDACTED]	0
[REDACTED]		MARKIN	M	[REDACTED]	[REDACTED]	0
[REDACTED]		MARKIN	M	[REDACTED]	[REDACTED]	0
[REDACTED]		MARKIN	M	[REDACTED]	[REDACTED]	0
[REDACTED]		MARKIN	M	[REDACTED]	[REDACTED]	0
[REDACTED]		TOWNE	M	[REDACTED]	[REDACTED]	0
[REDACTED]		HARD	M	[REDACTED]	[REDACTED]	0
[REDACTED]		EMC	M	[REDACTED]	[REDACTED]	0
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[REDACTED]		TOWNE	M	[REDACTED]	[REDACTED]	0
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[REDACTED]		SERVICE	M	[REDACTED]	[REDACTED]	0
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[REDACTED]		MARKIN	M	[REDACTED]	[REDACTED]	0

MARKIN	M	0
MARKIN	M	0
MARKIN	M	0
EMC	M	0
BENNETT	M	0
EMC	M	0
HARD	M	0
MARKIN	M	0
TMP	F	0
EMC	M	0
EMC	M	0
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MARKIN	M	0
HARD	M	0
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EMC	M	0
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BENNETT	M	0
SERVICE	M	0
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SERVICE	M	0
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MARKIN	M	0



MARKIN  
EMC

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Future Service	Contributions for Benefit Calculation.....			
	pre 1989	post 1988	post 2008	post 2010
2	0	0	0	4280
4	0	0	0	8760
2	0	0	0	2924
31	0	26423	4160	20880
1	0	0	0	1422
2	0	0	0	1660.75
30	357	24776	2520	17520
46	3114	22480	3536	17748
0	0	0	0	1524.25
24	0	21248	2160	17640
2	0	0	0	2502.5
7	0	0	0	13520
8	0	0	0	16360
6	0	0	0	7325.5
2	0	0	0	2678
7	0	0	0	15360
3	0	0	0	5760
40	3431	26840	4160	20880
31	0	26218	4160	20880
0	0	0	0	9
17	3214	7533	0	0
14	0	2790.25	3250	16312.5
2	0	0	0	3128
9	0	0	0	9873.5
4	0	0	0	4072.25
5	0	0	0	9588
7	0	0	0	12960
13	0	1433.25	2343.25	11852.75
14	0	3415	3250	16312.5
33	765	27653	4160	20040
0	0	0	0	957
4	0	0	0	8320
24	0	19806	3280	20400
6	0	0	0	12640
0	0	0	0	8
1	0	0	0	2277
3	0	0	0	3116.75
0	0	0	0	8
14	0	2849.75	2718.75	16218.75
0	0	0	0	8
12	0	720	2320	20880
28	0	20085	3080	20520
9	0	0	0	19640
14	0	4485	3480	20680
40	3431	26840	4160	20880
22	0	15656	3094	17068
37	1196	22486.5	3536	17748
30	0	24859	3680	20400

17	0	9372	2560	20880
4	0	0	0	7800
2	0	0	0	4360
13	0	1274	2252.25	11852.75
46	9756.65	27823	4160	20840
13	0	1433.25	2343.25	11830
14	0	3128	3026	16694
29	0	24363	4160	20400
12	0	0	2236	13494
8	0	0	0	9532.25
11	0	0	659.75	11579.75
0	0	0	0	1099
27	0	20746	3536	17748
21	0	12107	2678	13390
1	0	850	0	0
3	0	0	0	3276
6	0	0	0	7280
33	1207	27216	4160	20120
13	0	1433.25	2343.25	11852.75
1	0	0	0	2880
26	1472	22519	3640	4680
32	115.5	22481	3536	17680
13	0	1433.25	2229.5	11852.75
21	0	16517	2880	20880
8	0	0	0	9259.25
6	0	0	0	6961.5
5	0	0	0	6006
10	0	0	104	13572
0	0	0	0	1560
24	0	20212	4080	20520
2	0	0	0	3320
2	0	0	0	3280
6	0	0	0	13360
4	0	0	0	7412
10	0	0	0	19840
11	0	0	728	11761.75
23	0	18932	3280	20880
24	0	19376	4160	20880
29	0	23843	3280	20880
12	0	1365	1501.5	11739
40	3431	26840	4160	20880
4	0	0	0	7360
1	0	0	0	1423
29	0	24749	4160	14600
1	0	2439	0	0
40	3173	26840	4160	20880
40	3431	26840	4160	20880
29	0	25062	3440	19560
37	2337	26825	3960	20880
5	0	0	0	9800
40	3422	26840	4160	20880
9	0	0	160	3760
4	0	0	0	4868.5
15	0	4266	3402	17226
2	0	0	0	1865.5
0	0	0	0	568.75
0	0	0	0	12

2	0	0	0	2924
26	0	20650	3280	20880
0	0	0	0	132
0	0	0	0	318.5
13	0	1734	2924	16490
32	1037	27102	4120	18960
10	0	0	182	11852.75
13	0	1433.25	2161.25	11852.75
30	0	25536	3960	20880
26	0	22398.5	3536	7004
8	0	0	0	9441.25
12	0	1023.75	1046.5	11852.75
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2	0	0	0	4040
17	0	7476	3402	17226
36	3964.4	23905.5	2808	14094
23	0	15504	2808	13986
2	0	0	0	3720
2	0	0	0	3168
26	0	16423	3848	19240
34	577.5	22486.5	3536	17748
3	0	0	0	3025.75
7	0	0	0	14800
4	0	0	0	4299.75
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0	0	0	0	1462
0	0	0	0	1462
5	0	0	0	9690
3	0	0	0	3071.25
24	0	24263	3280	8200
6	0	0	0	10540
26	0	20522	3920	20400
2	0	0	0	1160.25
7	0	0	0	8372
16	0	4597.6	2496	14130
27	2793	26840	1280	0
0	0	0	0	1141
0	0	0	0	295.75
11	0	1342.25	1706.25	11830
6	0	0	0	11680
6	0	0	0	6438.25
1	0	0	0	2244
2	0	0	0	2618
0	0	0	0	796.25
6	0	0	0	6438.25
20	0	19076.25	4706	23620.5
11	0	800	20200	1400
21	0	12840.25	3250	16312.5
0	0	0	0	705.25
10	0	0	26	13572
3	0	0	0	5760
25	0	30712.25	7358	36931.5
39	3875	90433	19448	97614
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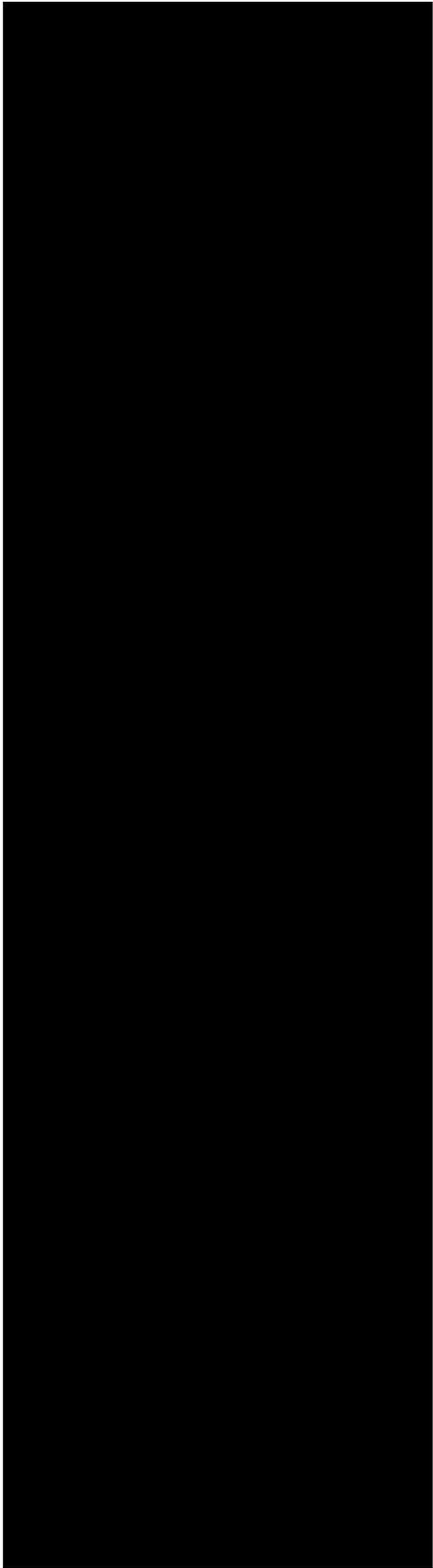
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30	0	25127	3920	20880
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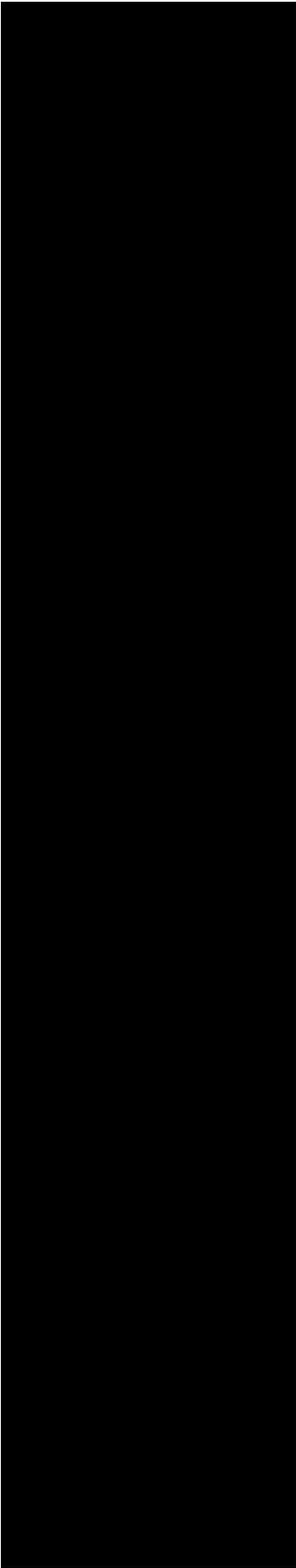
America's Family  
Retired and Beneficiary Census Data

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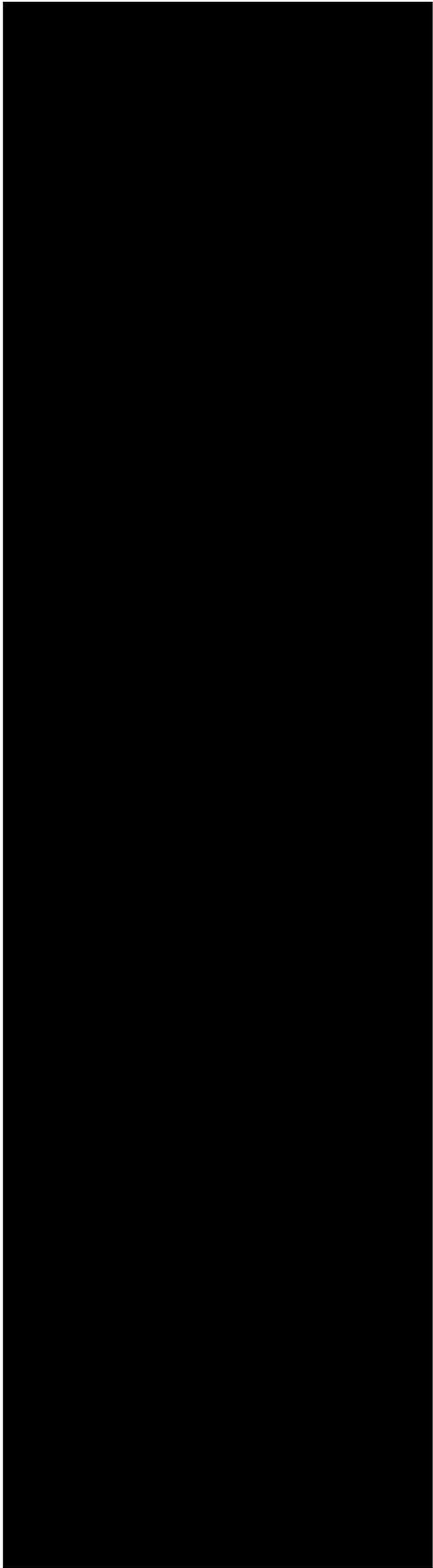
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	1	M			
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	3	M			F
	1	M			



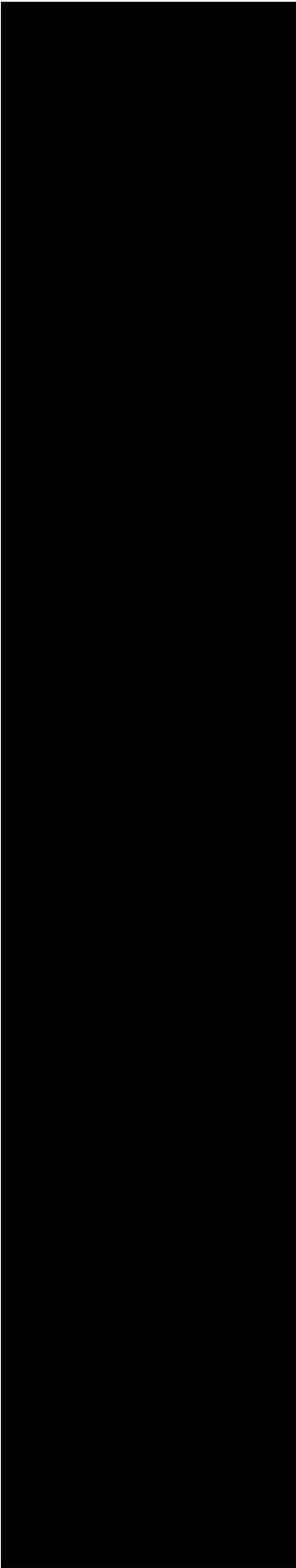
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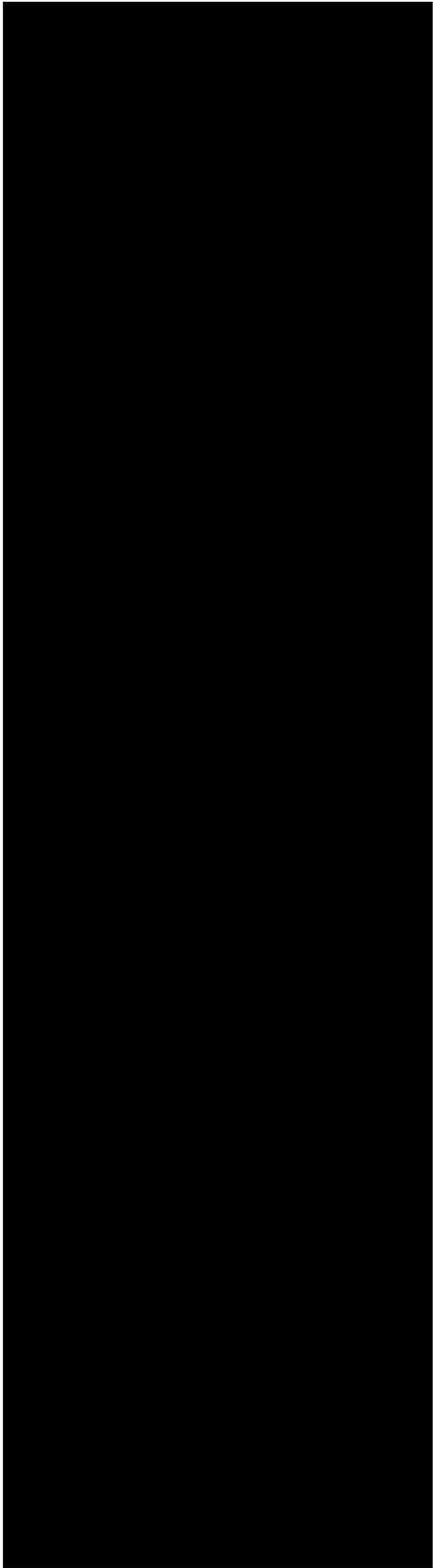
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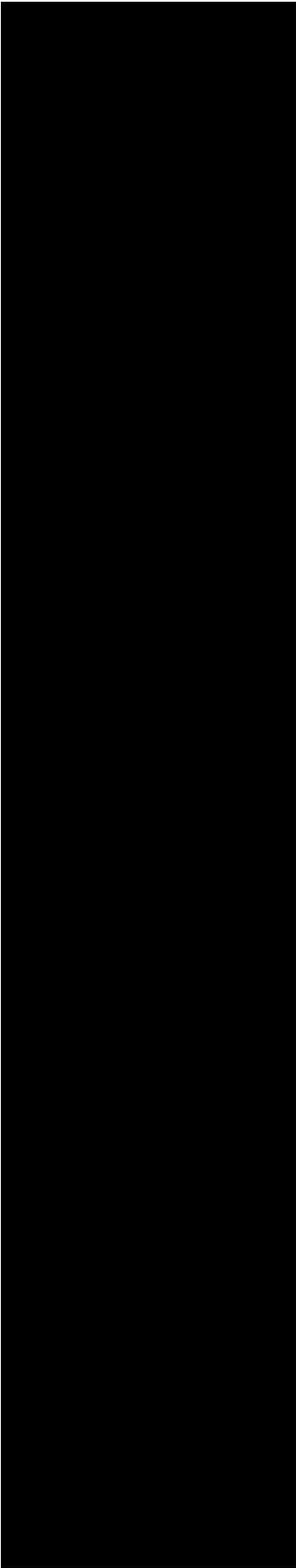
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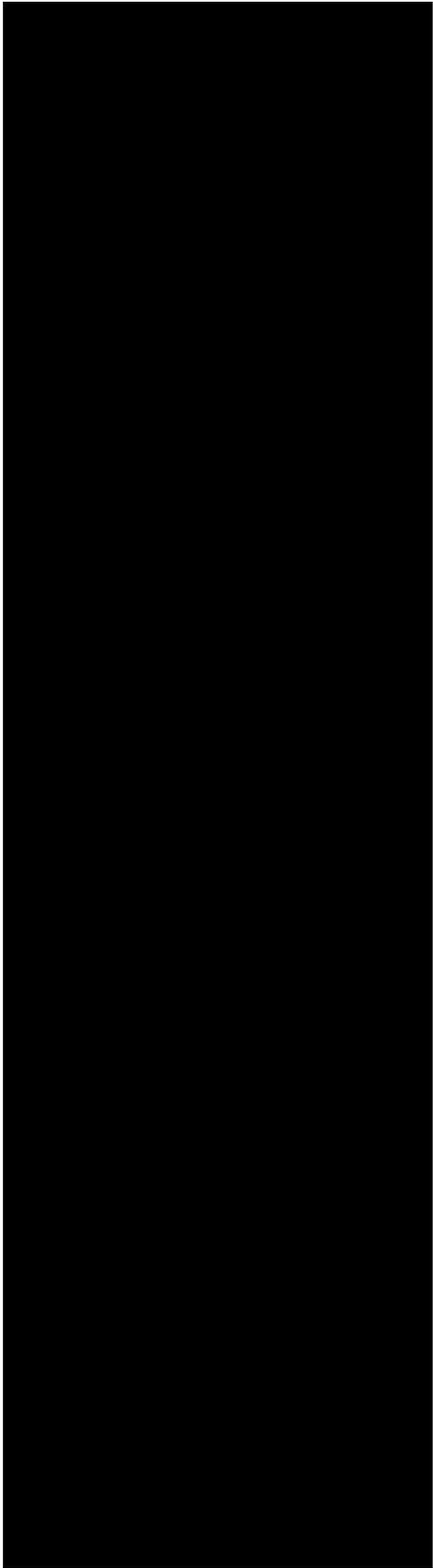


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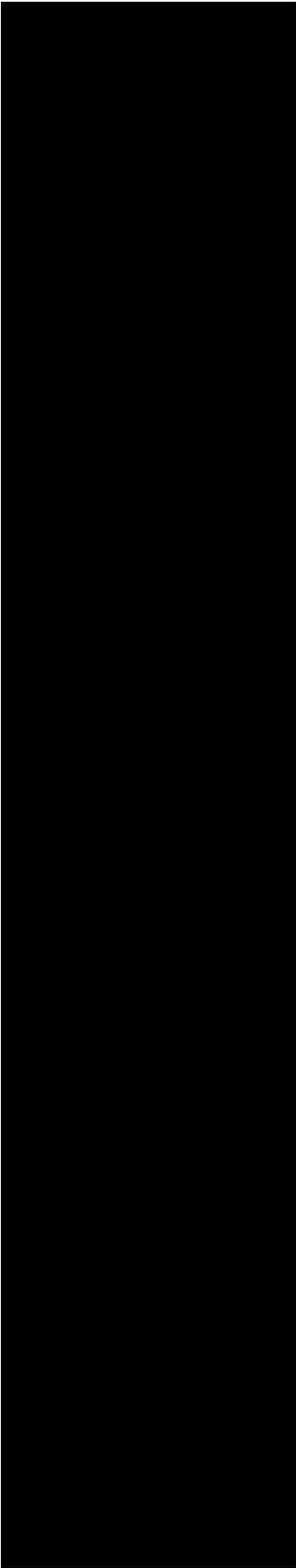


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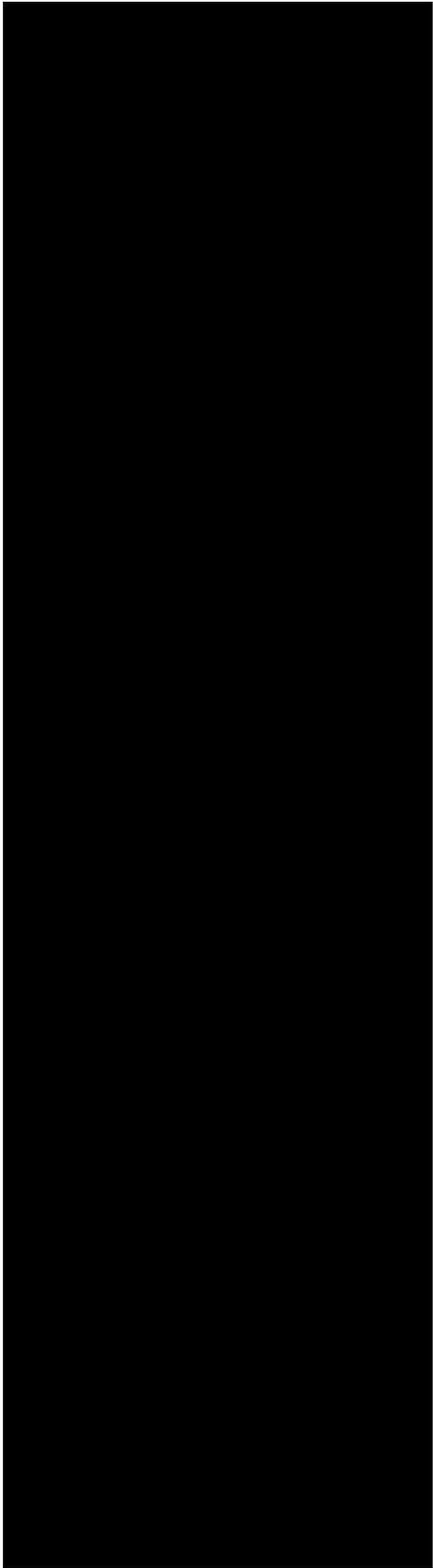




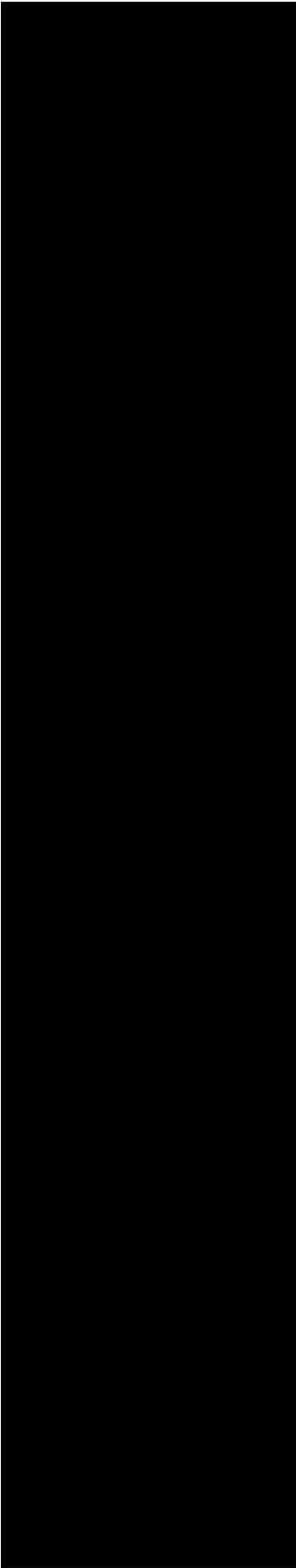
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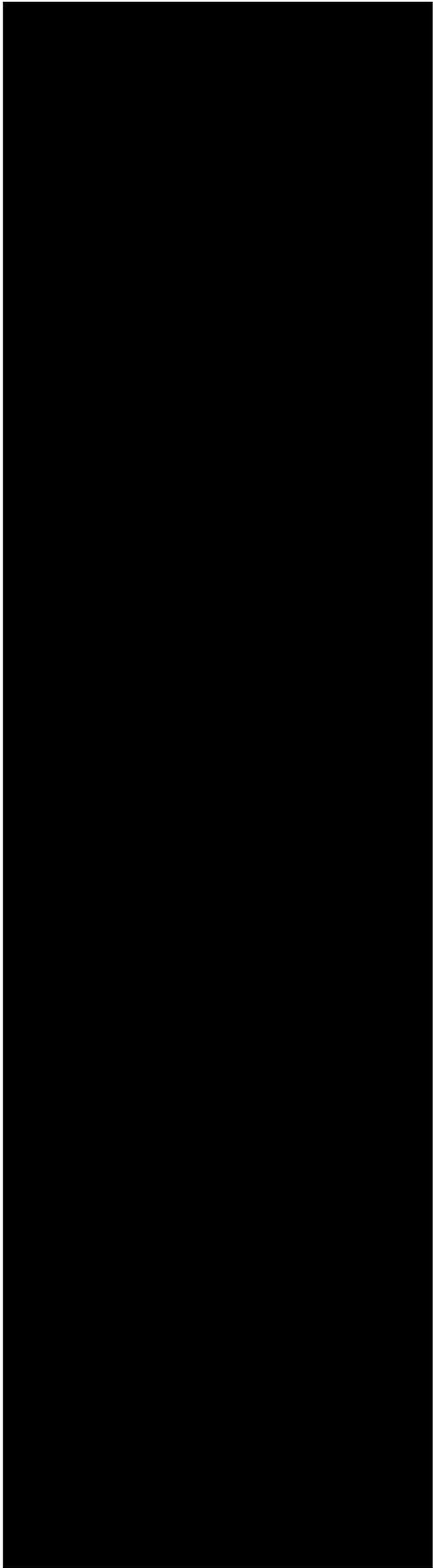


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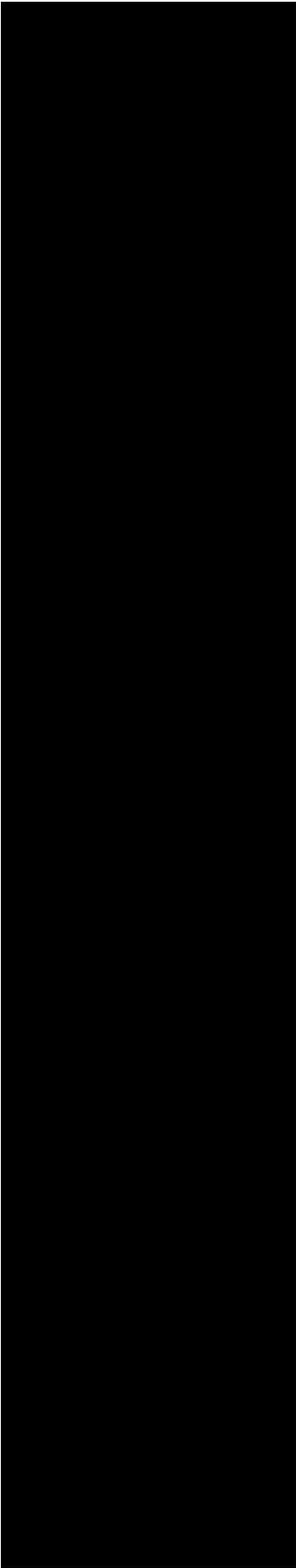




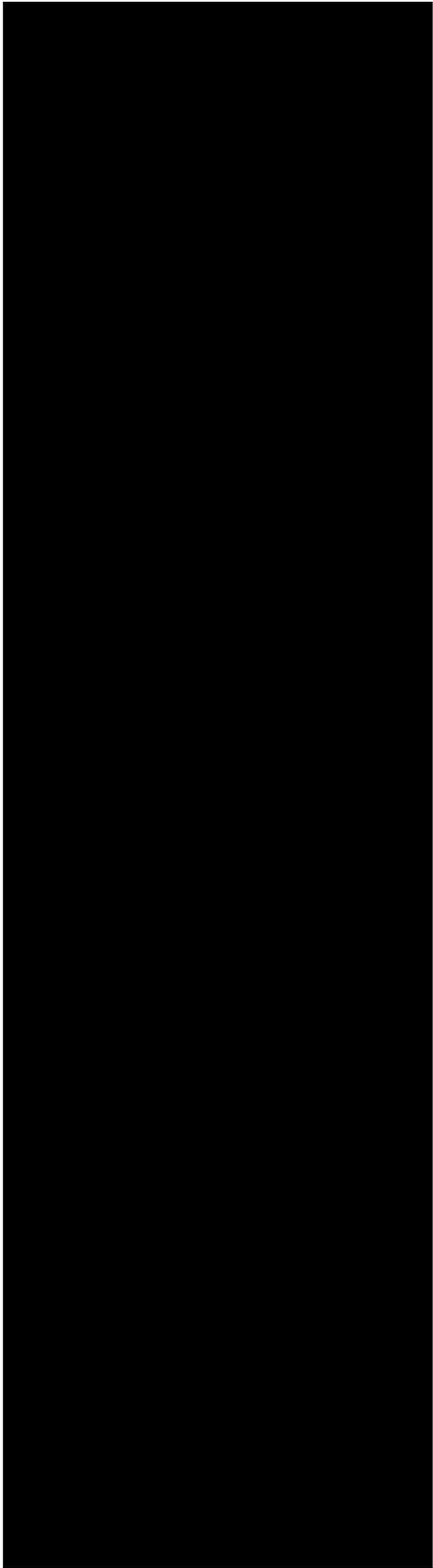




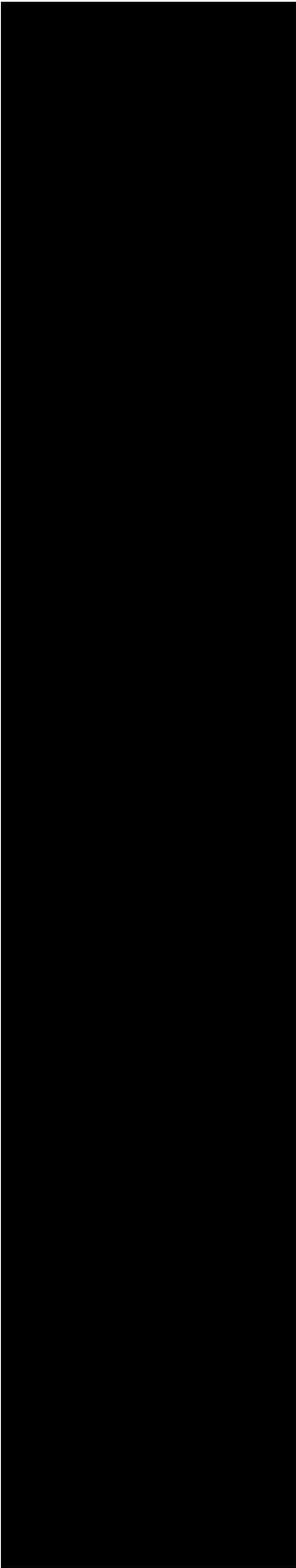
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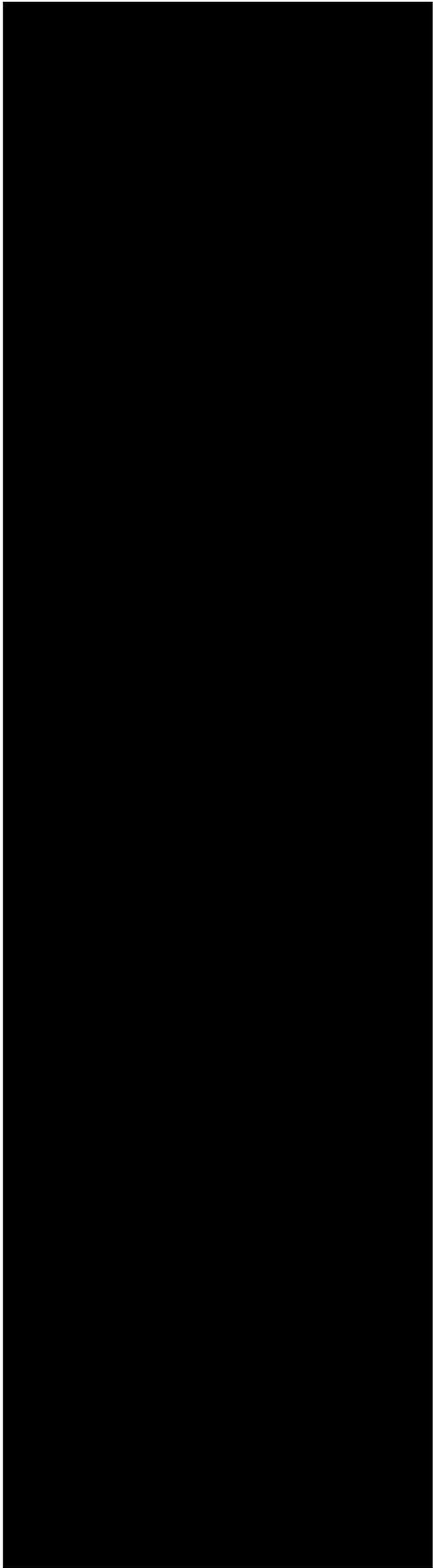


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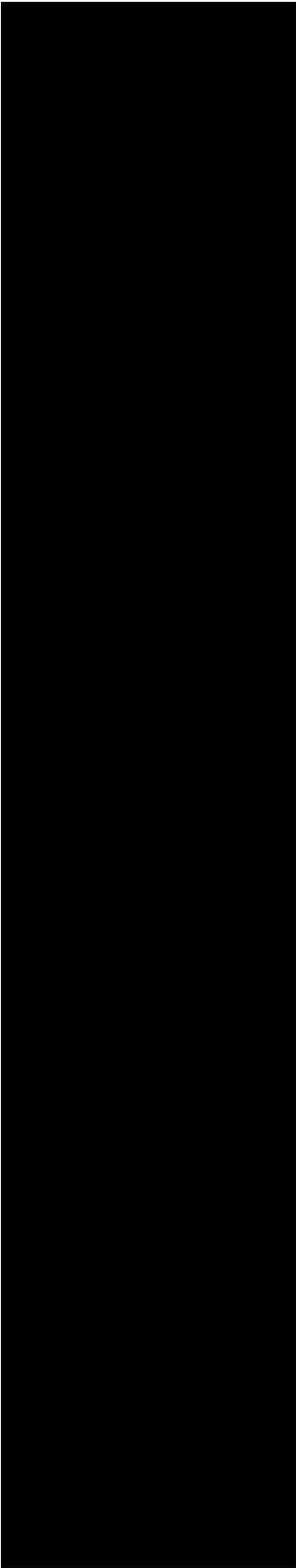


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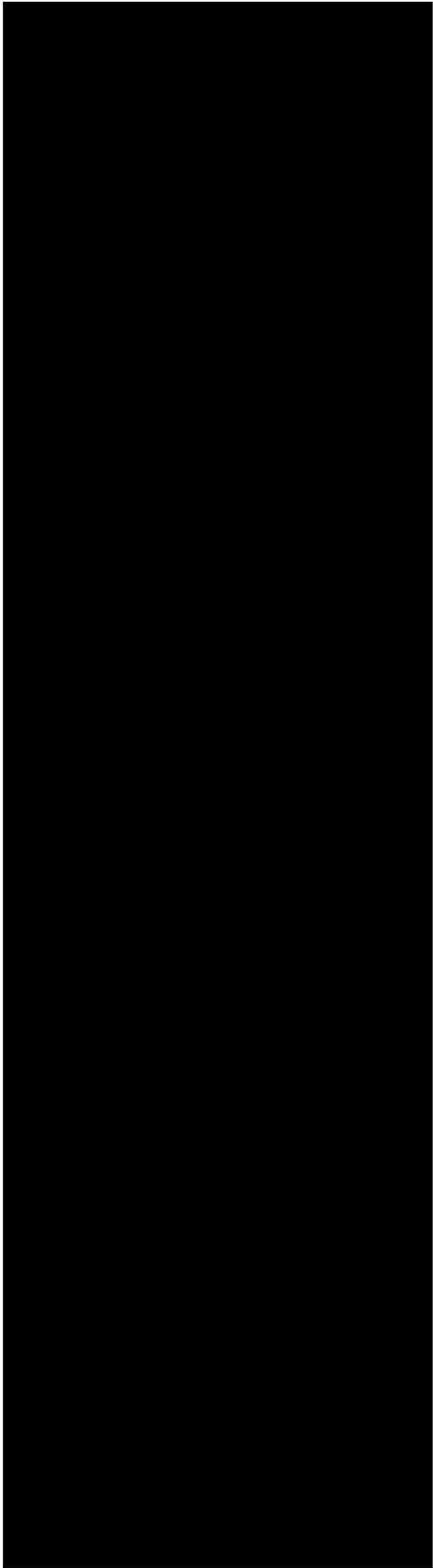




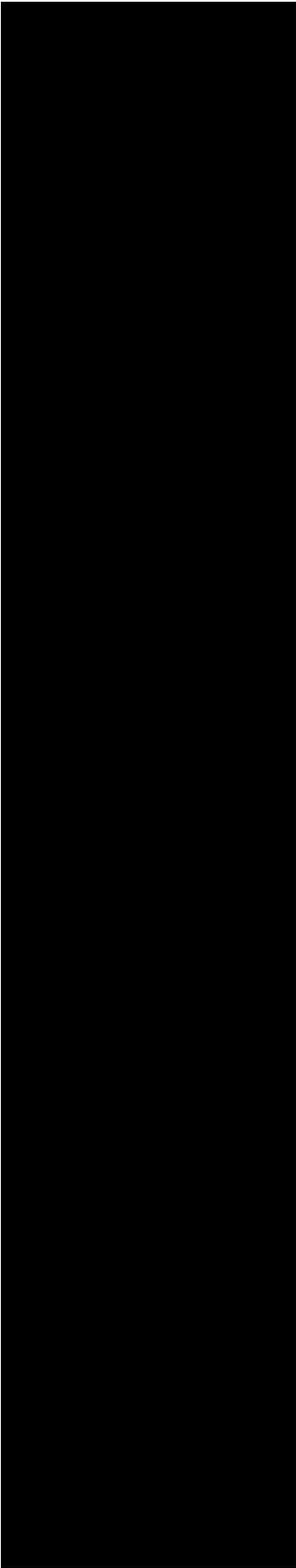
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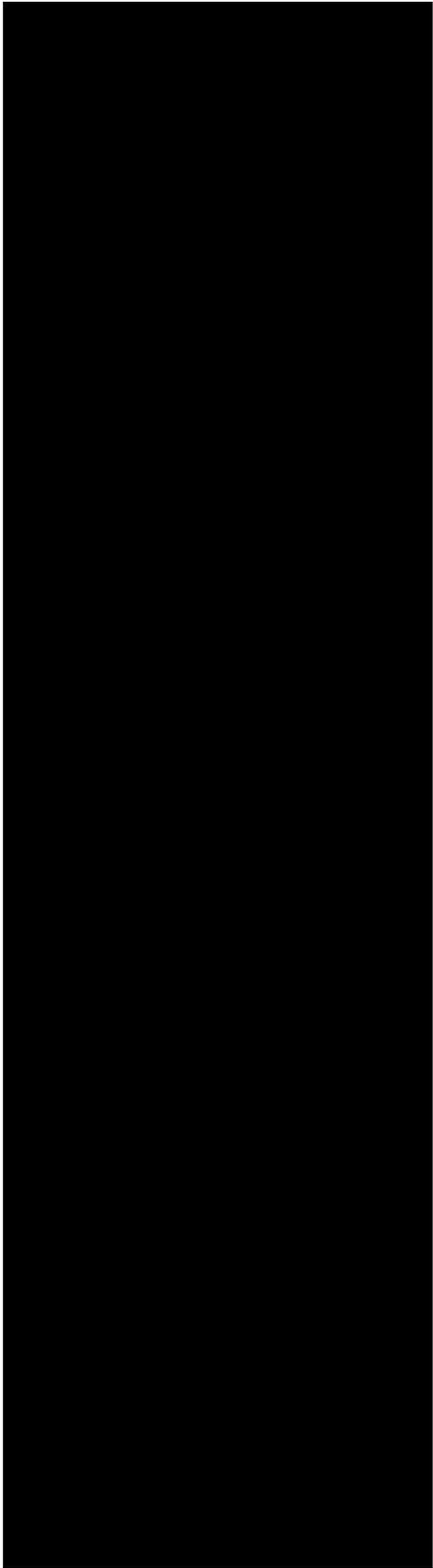
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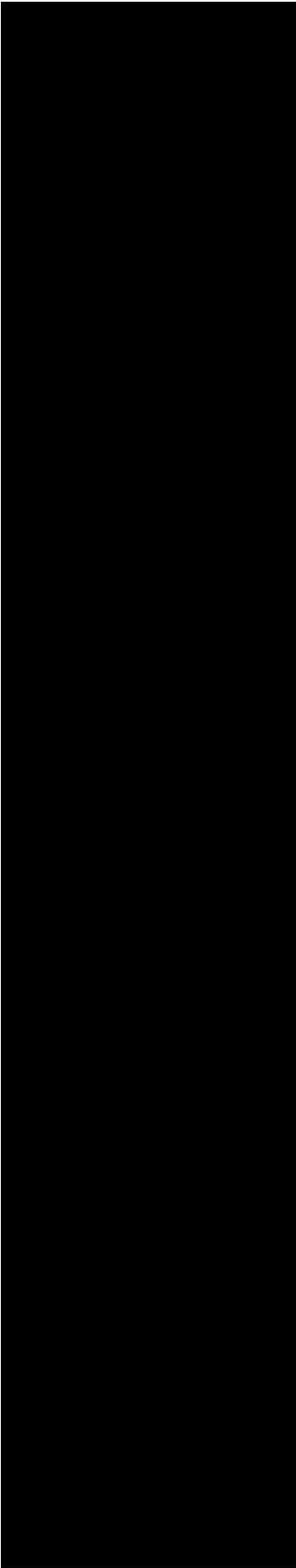
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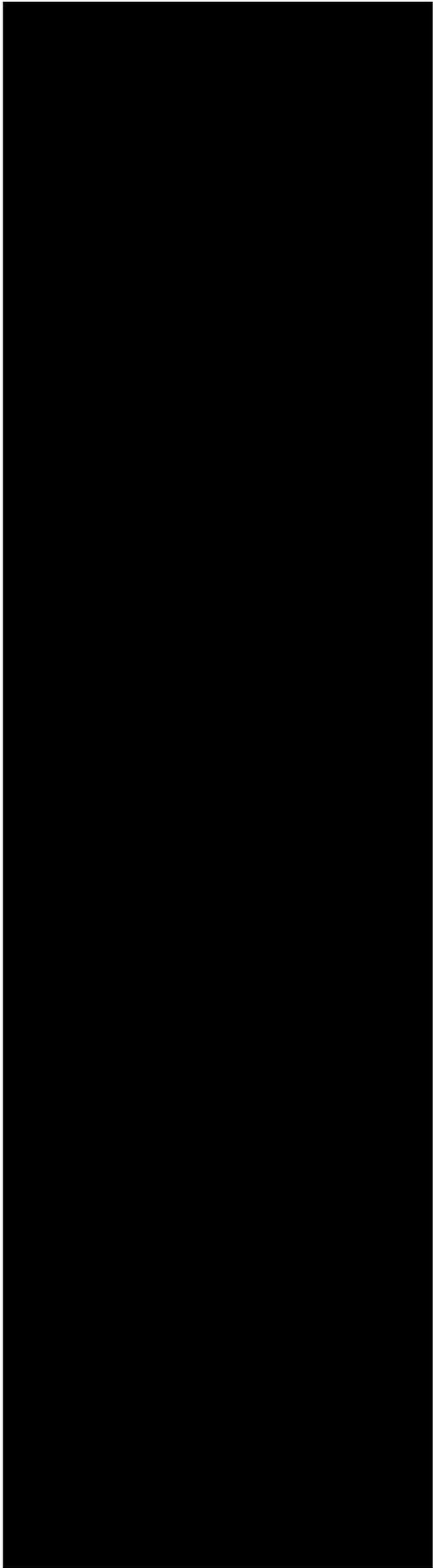
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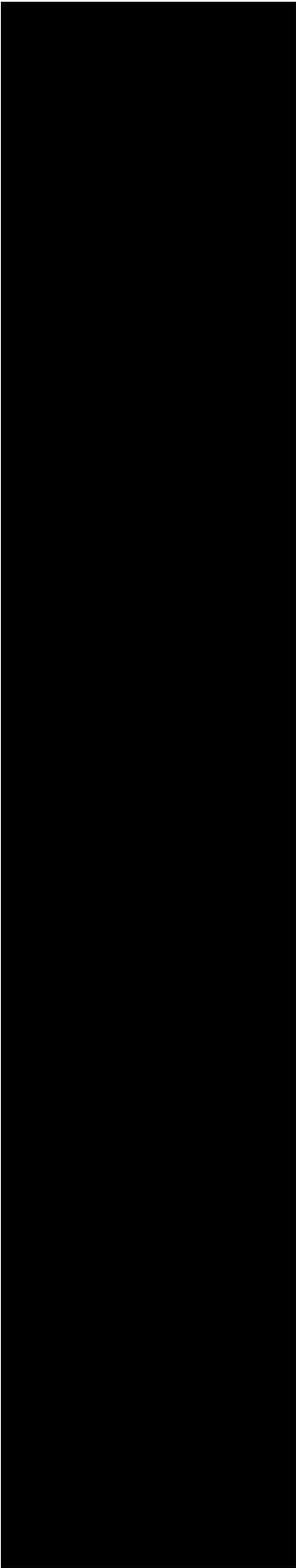
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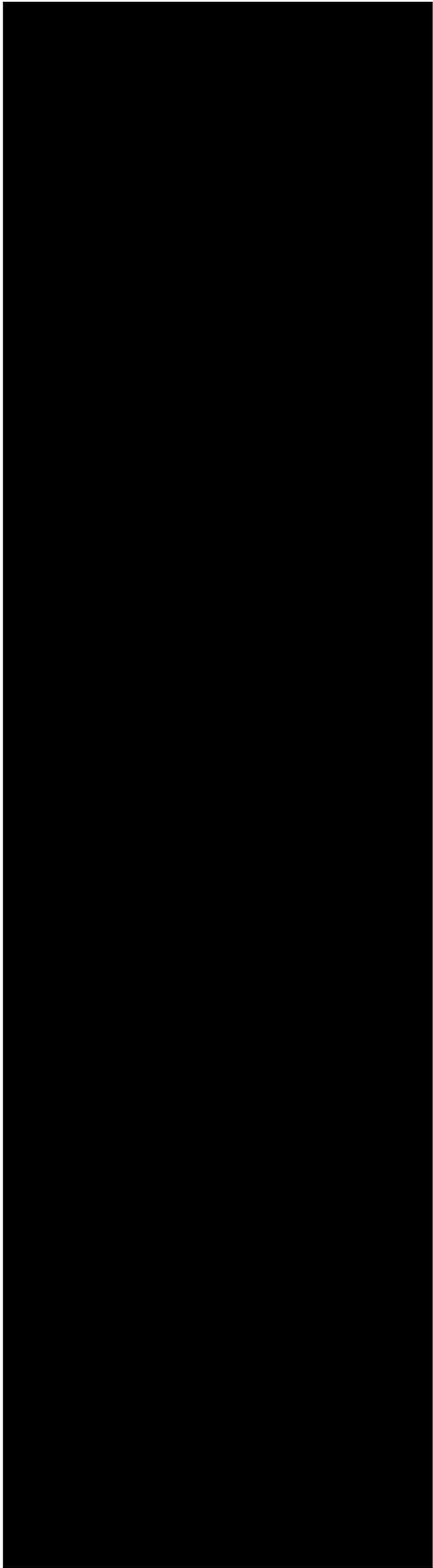
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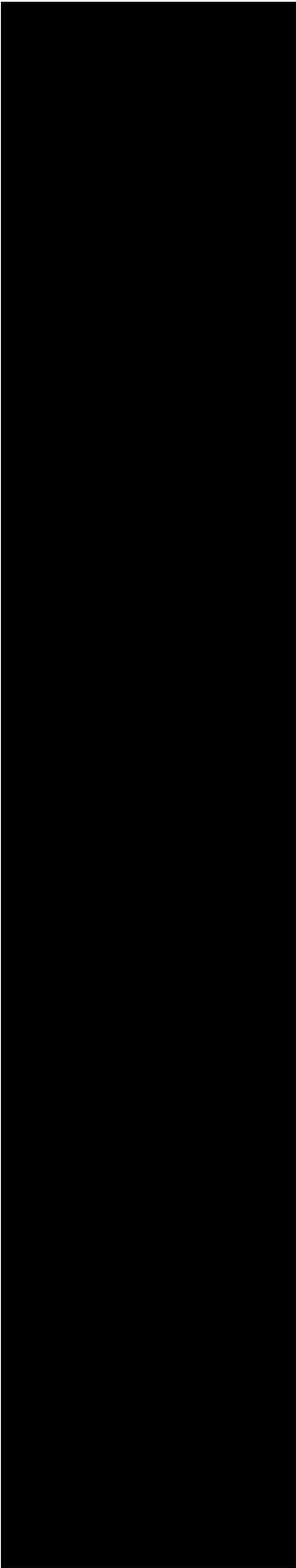
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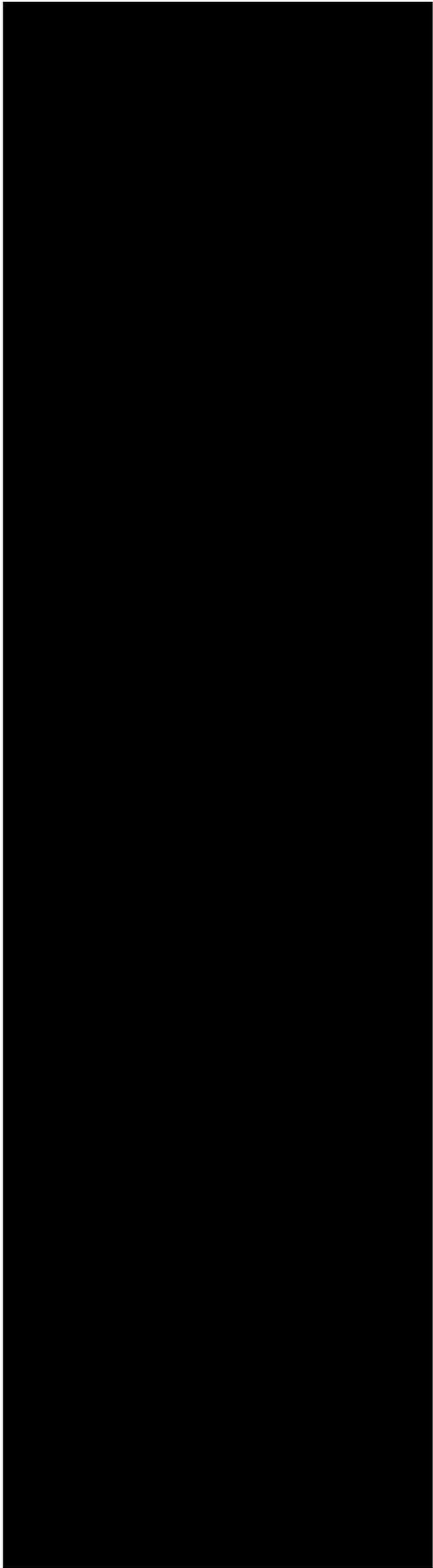




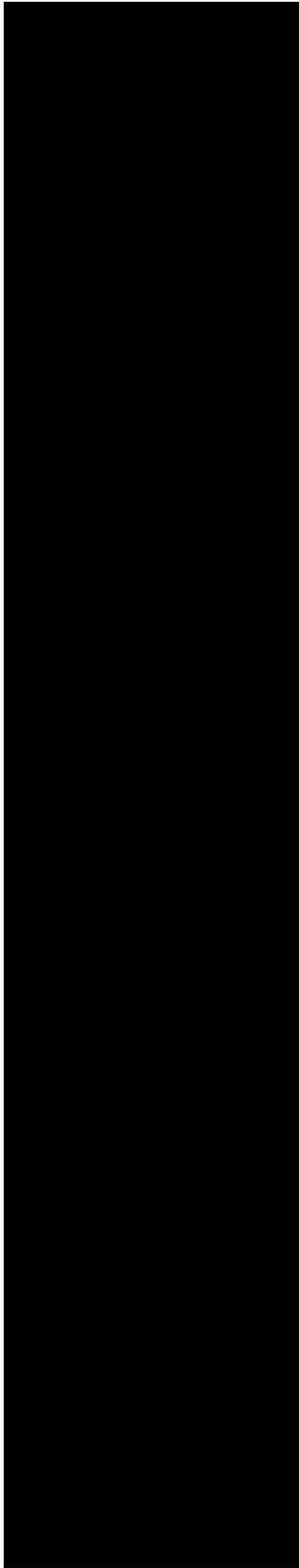




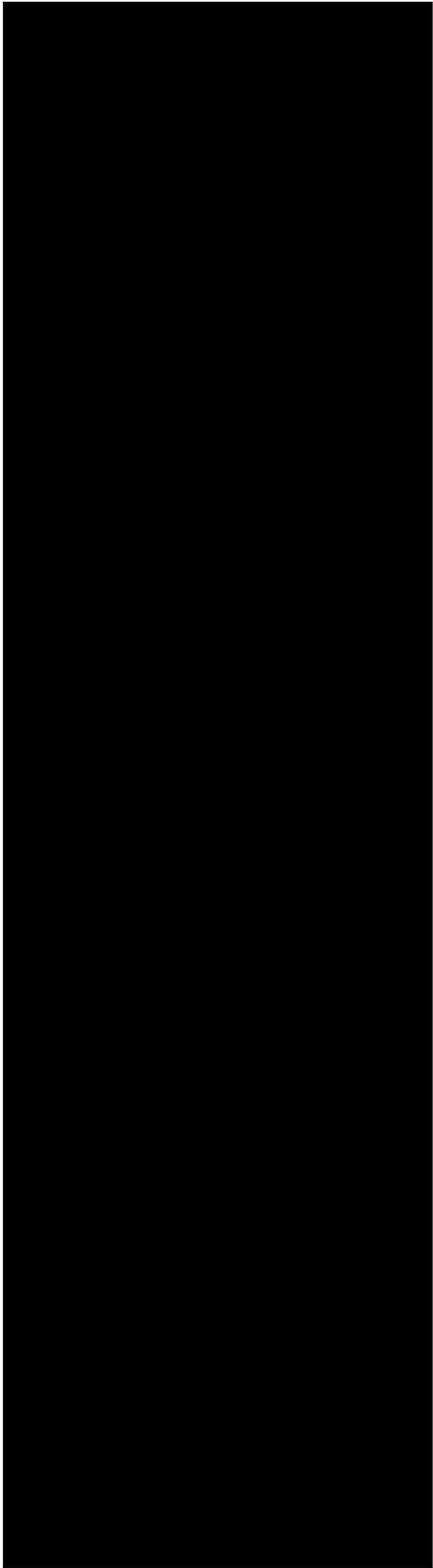




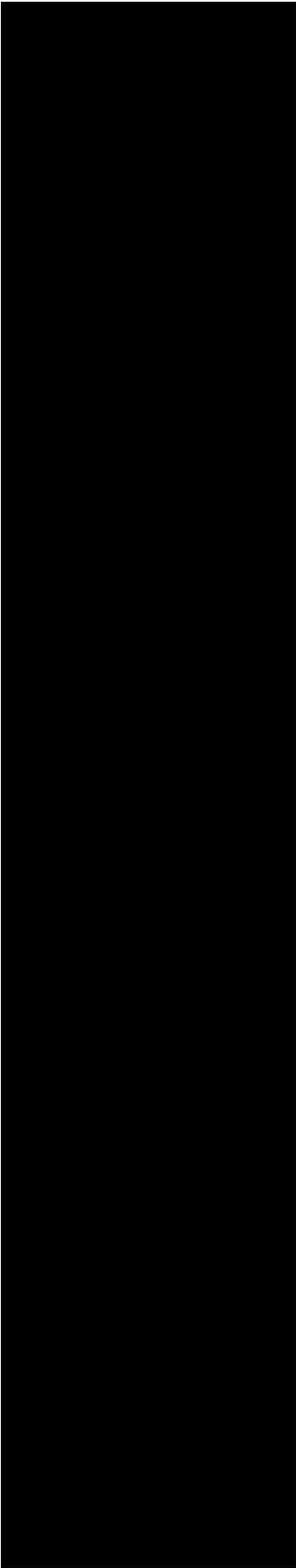
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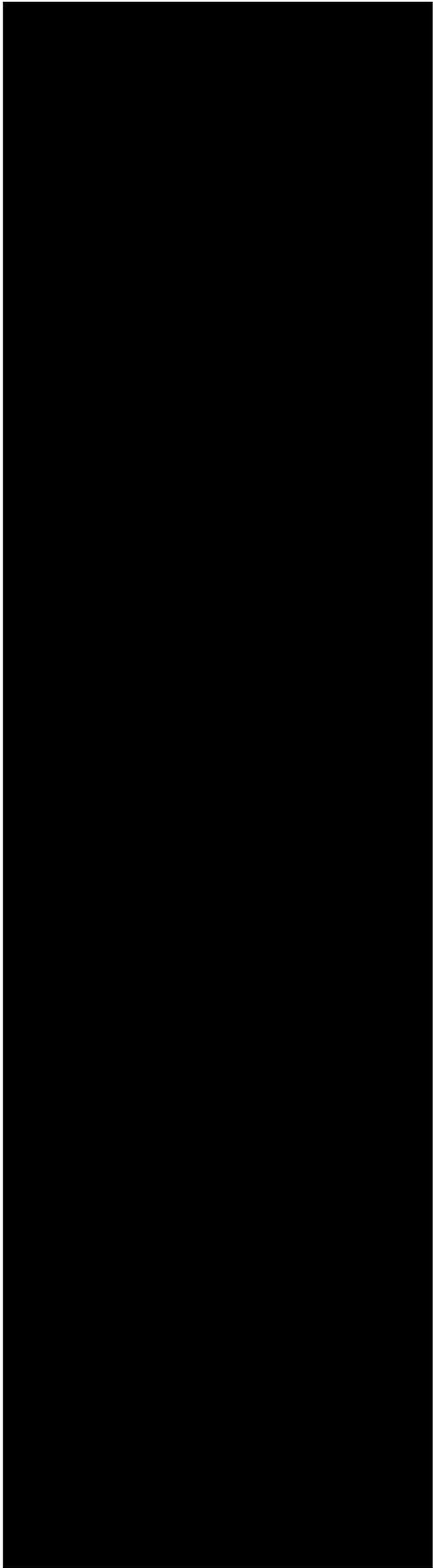
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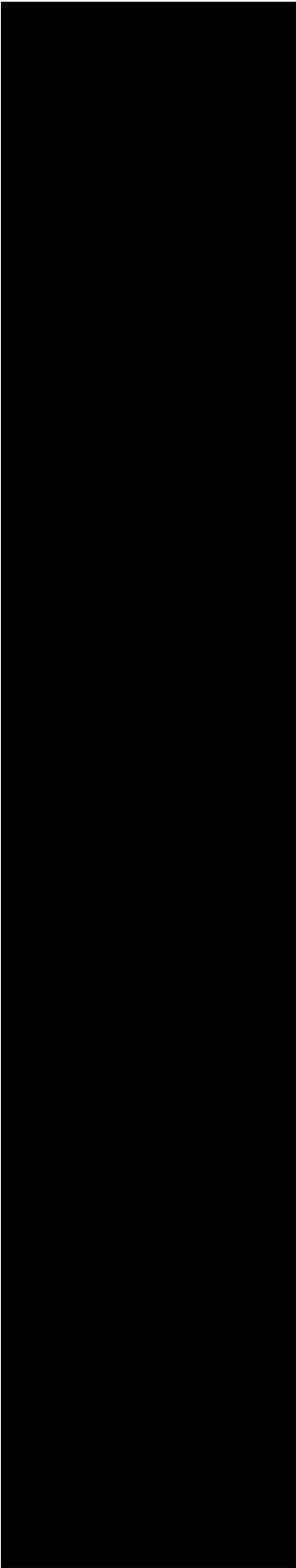
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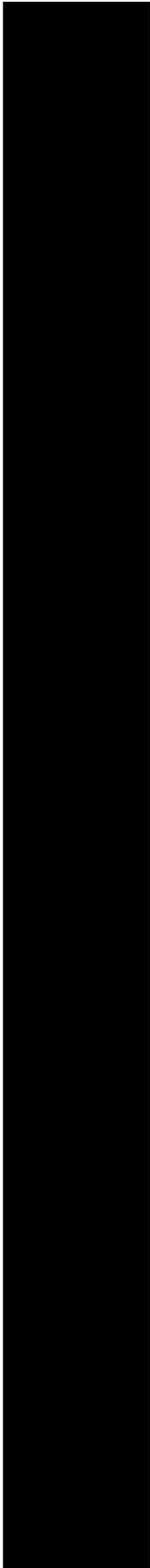


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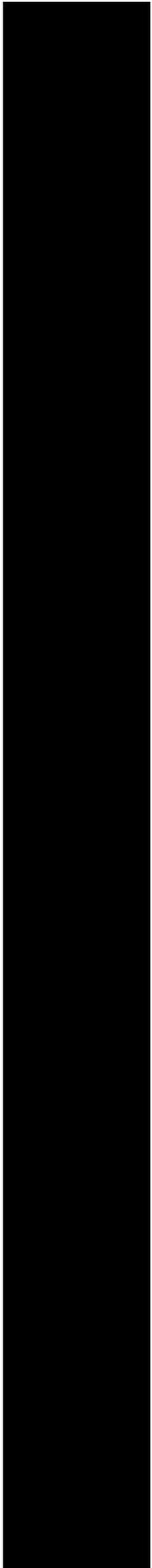
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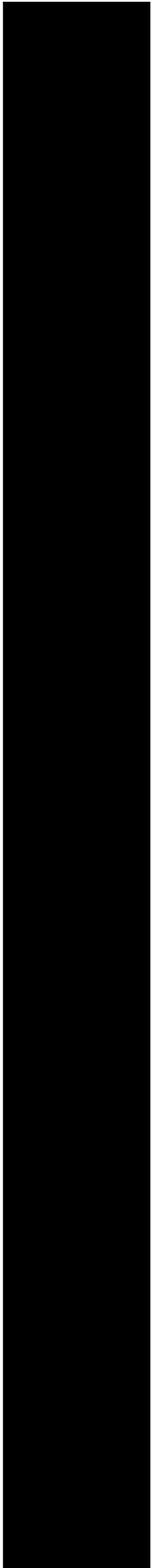
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	450.00			
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	1,499.16			
	14,718.96	14,718.96		
	5,604.48			
	2,420.88			
	9,621.12	4,810.56		
	1,782.00	891.00		
	1,683.24			
	7,534.44			
	7,183.92			
	2,969.64			
	3,811.92			
	3,564.96	3,564.96		
	7,513.92			
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	1,394.88	1,394.88		
	6,197.64			
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	16,005.12	8,002.56		
	9,537.48	9,537.48		
	1,470.36			
	15,877.56	15,877.56		
	11,234.40			
	496.32	248.16		
	11,744.40	11,744.40		
	8,512.44	8,512.44		
	8,089.08	8,089.08		
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	1,450.44	725.28		
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6,653.28			27
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1,174.80			
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2,588.28	2,588.28		
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14,422.92			
12,067.92	12,067.92		
4,132.80			
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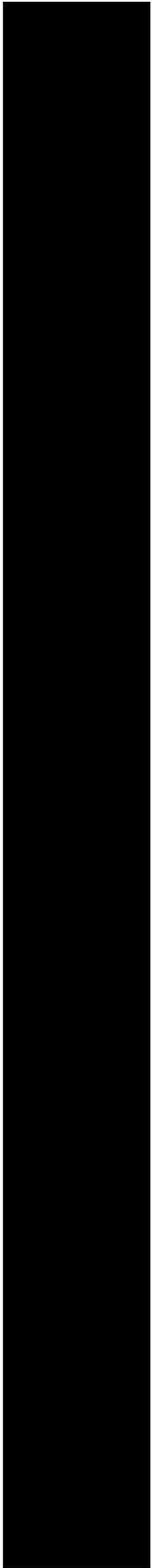


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1,264.32	632.16			
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13,833.60	6,916.80			
5,063.64	5,063.64			
5,527.44	2,763.72			
3,271.92	3,271.92			
644.04				
9,028.80				50
4,321.80				
1,322.88				
7,081.92				
7,506.48	7,506.48			
9,891.84				
884.88				
14,227.56	7,113.84			
9,343.20	4,671.60			
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9,826.32	4,913.16			
8,514.00	8,514.00			
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891.00				
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4,906.32	4,906.32			
8,532.00				40
9,999.36				
691.80		5	0	
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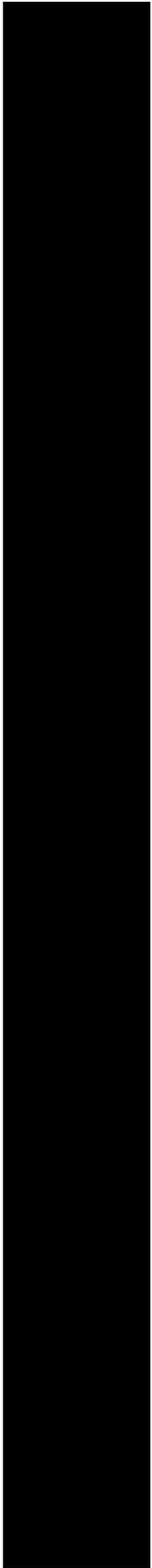


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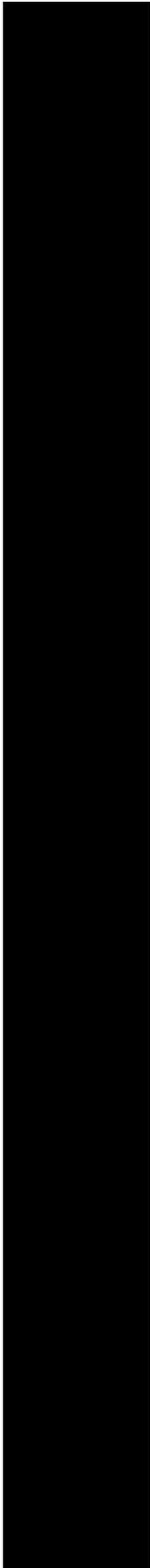
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7,151.64	3,575.88		
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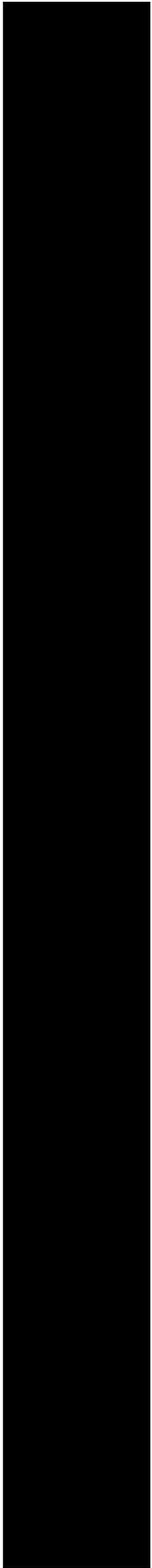
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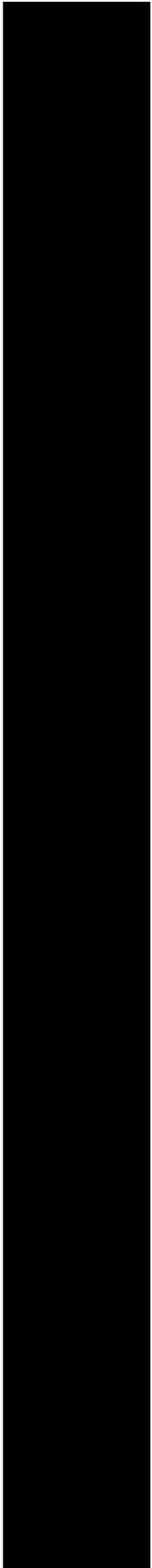
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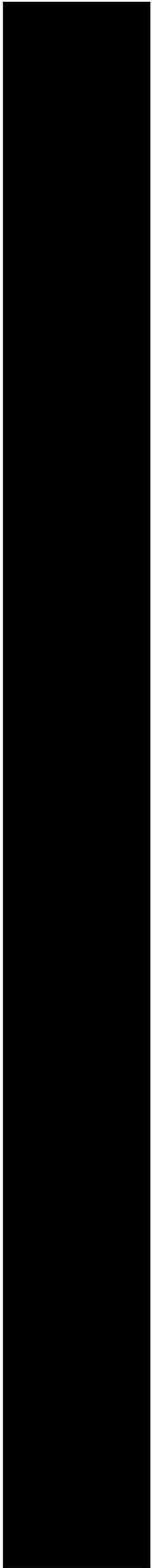


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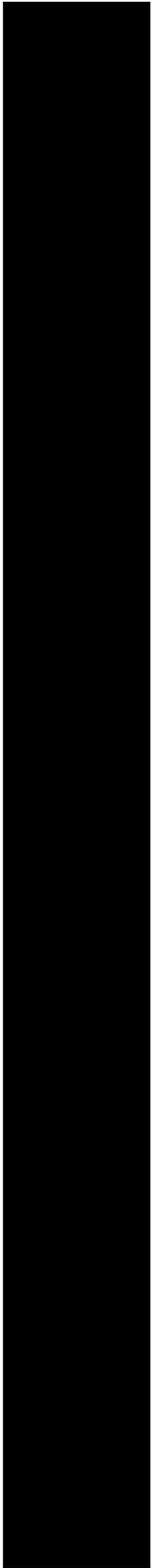


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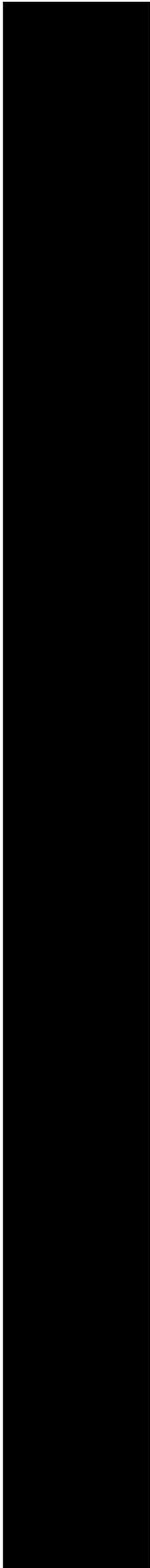
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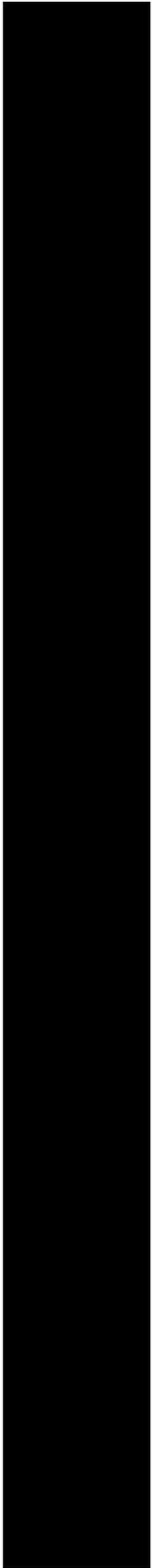
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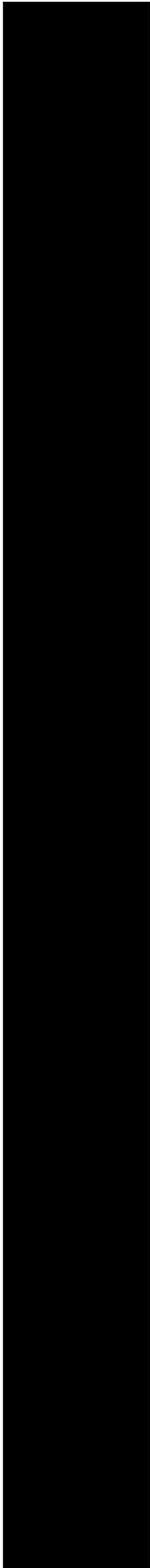
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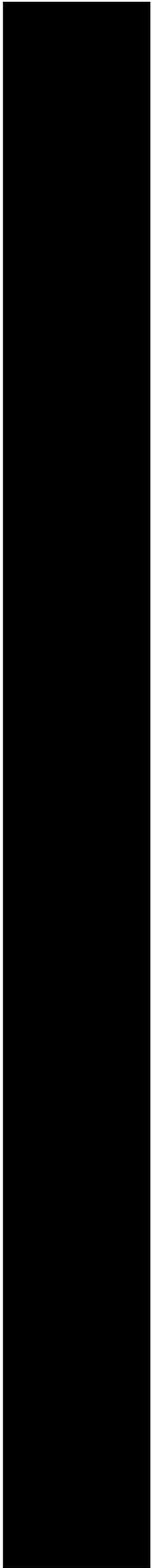
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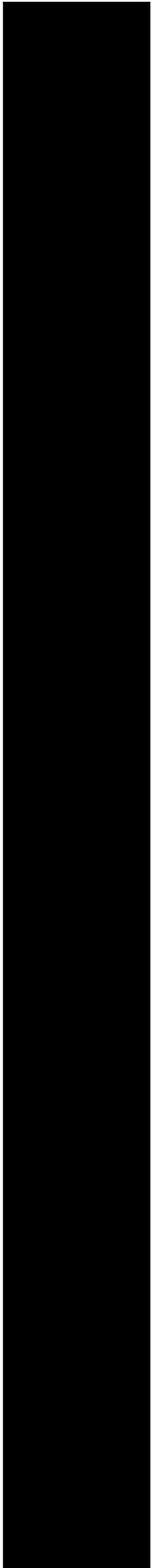


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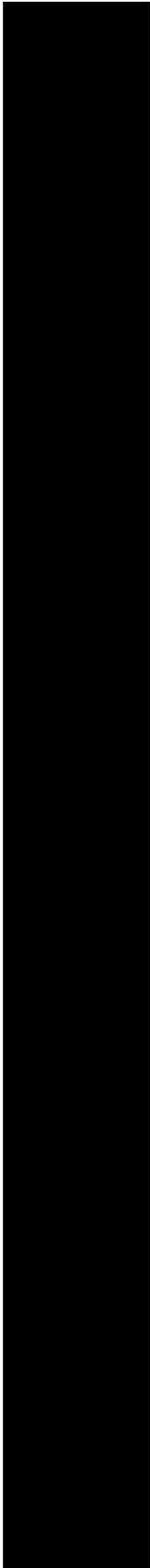
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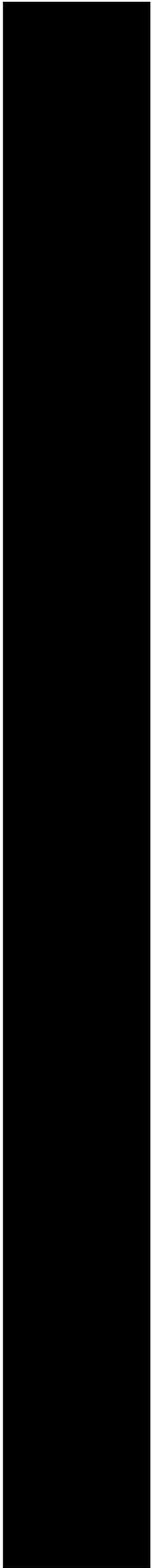
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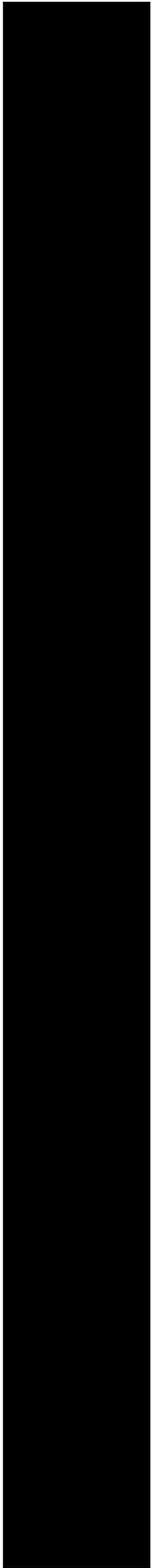
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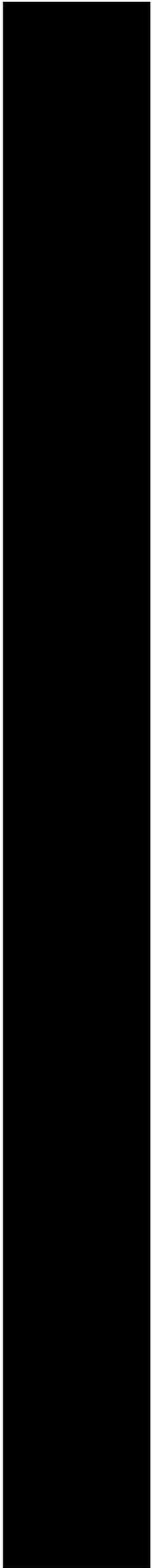
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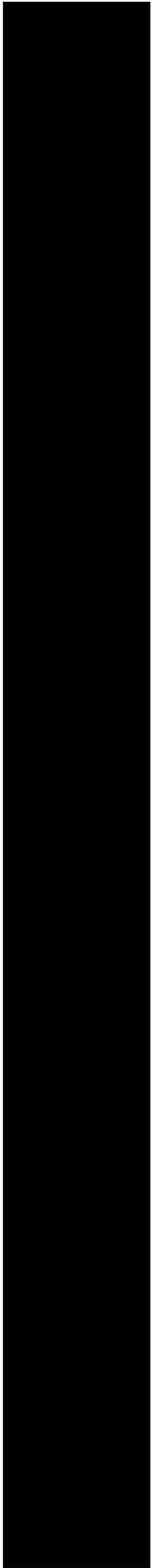
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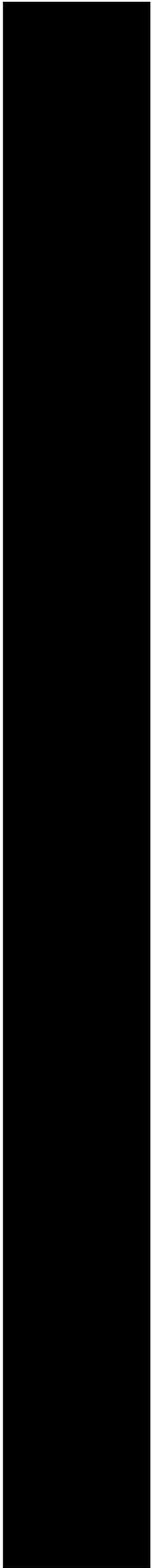
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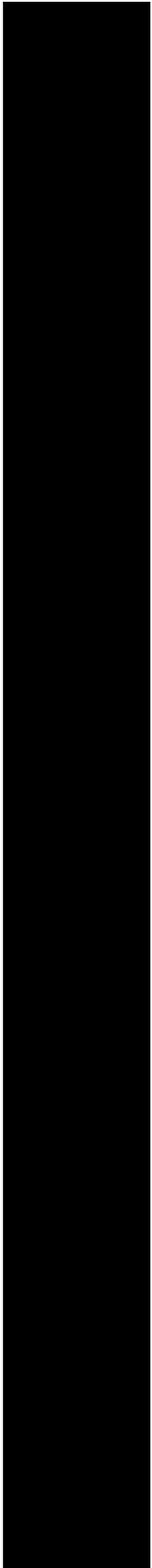
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1,579.92

America's Family Pension Plan  
Terminated Vested - Local 55 - UAW

0

NAME	Company	Sex	Born	Hired
	BORG	F		
	HOOD	M		
	CURTIS	M		
	GILLOGLY	M		
	PADDOCK	M		
	CURTIS	M		
	HOUSING	M		
	CURTIS	M		
	HOUSING	M		
	TOWNE	M		
	AIR LOCK	F		
	TOWNE	M		
	AIR LOCK	M		
	HOUSING	M		
	GIB-METALS	M		
	HOUSING	F		
	HOUSING	F		
	SCHAFFSTAL	M		
	CURTIS	M		
	CURTIS	F		
	GIB-METALS	M		
	CURTIS	M		
	CURTIS	M		
	HOUSING	M		
	RAY LAKS	M		
	HARD	M		
	HARD	M		
	EMC	M		
	CURTIS	M		
	FIBRON	M		
	SCHAFFSTAL	M		
	SERVICE	M		

HOUSING	M
STEVENS	M
GIB-METALS	M
BORG	M
MARKIN	M
CURTIS	M
FALLS	M
BENNETT	M
HARD	M
CURTIS	M
CURTIS	M
LOCAL 1168	F
SCHAFFSTAL	M
RAY LAKS	M
RAY LAKS	M
RAY LAKS	M
FALLS	M
CURTIS	M
KELLER	M
BENNETT	M
PADDOCK	M
CURTIS	M
CURTIS	M
MARKIN	M
CURTIS	M
SCHAFFSTAL	M
GIBRALTAR	F
VALVE	M
FALLS	M
MERNAN	M
SCHAFFSTAL	M
KELLER	M
CURTIS	M
SCHAFFSTAL	M
BORG	M
VAL-KRO	F
BORG	M
CURTIS	M
GIB-METALS	M
CURTIS	M
BORG	M
CURTIS	M
ED TAYLOR	M

CURTIS	M
HARD	F
AIR LOCK	M
FIBRON	M
FIBRON	M
FALLS	M
BRANDS	M
SUMMIT OFF	F
AIR LOCK	M
MARKIN	M
PADDOCK	M
CURTIS	M
BENNETT	M
HOUSING	F
GILLOGLY	M
FALLS	M
GILLOGLY	M
FIBRON	F
GILLOGLY	M
CURTIS	F
GIB-METALS	M
PADDOCK	M
MARKIN	M
TMP	F
EMC	M
CURTIS	M
PADDOCK	M
OLDS	M
PADDOCK	M
HOUSING	M
ED TAYLOR	M
CURTIS	M
KEYSER	M
CURTIS	M
VAL-KRO	M
CURTIS	M
CURTIS	M
RAY LAKS	M
RAY LAKS	M
AIR LOCK	M
TMP	M
GILLOGLY	M
SCHAFFSTAL	M

HOOD	M
CURTIS	M
EMC	M
RAY LAKS	M
RAY LAKS	M
HOUSING	M
SCHAFFSTAL	M
SUMMIT OFF	F
CURTIS	M
FIBRON	F
RAY LAKS	M
KELLER	M
FIBRON	F
MARKIN	M
GIBRALTAR	M
BENNETT	M
HARD	M
VALVE	M
BRANDS	M
TMP	F
HOUSING	M
SCHAFFSTAL	F
SKILL	M
SKILL	M
TELEDYNE	M
AUGUST	M
GIB-METALS	M
RAY LAKS	M
CURTIS	M
SKILL	M
CURTIS	M
SUMMIT OFF	F
BENNETT	M
LOCAL 1168	M
BENNETT	M
CURTIS	M
CURTIS	M
BENNETT	M
HOOD	M
PADDOCK	M
MARKIN	M
FIBRON	M
GILLOGLY	M

CURTIS	M
BENNETT	M
GILLOGLY	M
KELLER	M
KELLER	M
RAY LAKS	M
HOUSING	M
HOUSING	F
TOWNE	M
GIBRALTAR	M
MARKIN	M
AIR LOCK	F
GIB-METALS	M
BORG	M
SERVICE	M
KELLER	M
RAY LAKS	M
HOUSING	F
MARKIN	M
CURTIS	M
AIR LOCK	M
PADDOCK	M
RETIREMENT	F
FALLS	M
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KELLER	M
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GIB-METALS	M
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CURTIS	M
GIBRALTAR	M
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SCHAFFSTAL	M
RAY LAKS	M
CURTIS	M
GIB-METALS	M
AIR LOCK	M
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VALVE	M
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BORG	M
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SCHAFFSTAL	M
KEYSER	M
HOUSING	M
TOWNE	M
CURTIS	M
CURTIS	F
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BENNETT	M
BORG	M
BORG	M
CURTIS	M
GIB-METALS	M
RAY LAKS	M
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AIR LOCK	F
SUMMIT OFF	F
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BORG	M
JORGENSEN	M
CURTIS	M
CURTIS	M
SCHAFFSTAL	M
GIBRALTAR	M
BORG	M
AIR LOCK	F
GIB-METALS	M
SCHAFFSTAL	M
CURTIS	M
AIR LOCK	M
CURTIS	M
TMP	F
SCHAFFSTAL	M
TOWNE	M
CURTIS	M

SKILL	M
GIBRALTAR	M
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GIB-METALS	M
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HOUSING	F

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ED TAYLOR	M
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BENNETT	M
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CURTIS	M
TOWNE	M
AIR LOCK	M
BORG	M

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GILLOGLY	M
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CURTIS	M
VALVE	M
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GIBRALTAR	M
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ED TAYLOR	M
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PADDOCK	M
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KELLER	M
RAY LAKS	M
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FIBRON	M
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BRANDS	F
AIR LOCK	M
CURTIS	F
MARKIN	M
BORG	M
HARD	M
HOOD	M
TMP	M
GILLOGLY	M
TMP	F
BENNETT	M
BENNETT	M
AIR LOCK	M
GILLOGLY	M
GILLOGLY	M
CURTIS	M
GILLOGLY	M
LOCAL 1168	F
BORG	M
RAY LAKS	M
GIBRALTAR	M
BORG	M

RAY LAKS	M
CURTIS	M
HARD	M
CALABRO	M
AIR LOCK	F
OLDS	M
KELLER	M
FIBRON	M
AIR LOCK	M
PADDOCK	F
CURTIS	M
MARKIN	M
GIBRALTAR	M
RAY LAKS	M
FIBRON	F
AIR LOCK	M
SCHAFFSTAL	M
GIBRALTAR	M
MARKIN	M
CURTIS	M
MARKIN	M
TMP	M
KELLER	M
PADDOCK	M
CURTIS	M
GIB-METALS	M
RAY LAKS	M
RAY LAKS	M
BRANDS	M
BENNETT	M
KELLER	M
HARD	M
SCHAFFSTAL	M
GIBRALTAR	M
SCHAFFSTAL	M
PADDOCK	M
MARKIN	M
RAY LAKS	M
KELLER	M
CURTIS	M
MERNAN	M
CURTIS	M
STEVENS	M

SUMMIT	F
GIBRALTAR	M
CURTIS	M
CURTIS	M
PADDOCK	M
GIBRALTAR	M
MARKIN	M
VALVE	M
AIR LOCK	M
GIBRALTAR	M
SKILL	M
RAY LAKS	M
ED TAYLOR	M
HARD	M
PADDOCK	M
HOOD	M
AIR LOCK	M
RAY LAKS	M
RAY LAKS	M
GIB-METALS	M
GILLOGLY	M
PADDOCK	M
BENNETT	M
RAY LAKS	M
BORG	M
CURTIS	M
RAY LAKS	M
CURTIS	M
RAY LAKS	M
CURTIS	M
TOWNE	M
TOWNE	M
RAY LAKS	M
RAY LAKS	M
AIR LOCK	M
GIB-METALS	M
STEVENS	M
TELEDYNE	M
CURTIS	M
CURTIS	M
HARD	M
VAL-KRO	M
MARKIN	M

BORG	M
GILLOGLY	M
CURTIS	M
VAL-KRO	M
AIR LOCK	M
CURTIS	M
RAY LAKS	M
SKILL	M
VAL-KRO	M
MASSARO	M
GIBRALTAR	M
AUGUST	M
SUMMIT	F
CURTIS	M
RAY LAKS	M
EMC	M
EMC	M
BRANDS	M
GIBRALTAR	M
BORG	M
HOUSING	M
HARD	M
RAY LAKS	M
BENNETT	M
BENNETT	M
PADDOCK	M
BENNETT	M
RAY LAKS	M
SCHAFFSTAL	M
TMP	F
VALVE	M
SCHAFFSTAL	M
KEYSER	M
BORG	M
CURTIS	M
TOWNE	M
GIB-METALS	M
AIR LOCK	M
SUMMIT OFF	F
GILLOGLY	M
KEYSER	M
MARKIN	M
HOUSING	F

STEVENS	M
RETIREMENT	F
HOUSING	M
PADDOCK	M
FALLS	M
TOWNE	M
LOCAL 1133	F
GILLOGLY	M
BENNETT	M
CURTIS	M
KEYSER	M
GIB-METALS	M
SCHAFFSTAL	M
CURTIS	F
GIB-METALS	M
CURTIS	M
TMP	F
BRANDS	M
TOWNE	M
RAY LAKS	M
BORG	M
AIR LOCK	M
AUGUST	M
CURTIS	M
CURTIS	M
ED TAYLOR	M
MARKIN	M
CURTIS	M
CURTIS	M
CURTIS	F
CURTIS	M
CURTIS	M
SCHAFFSTAL	M
GIBRALTAR	M
SCHAFFSTAL	M
MARKIN	M
AIR LOCK	F
MARKIN	M
MARKIN	M
GIB-METALS	M
BORG	M
AIR LOCK	F
GIBRALTAR	M

PADDOCK	M
AIR LOCK	M
FIBRON	F
MASSARO	M
BRANDS	M
MARKIN	M
BORG	M
GILLOGLY	M
PADDOCK	M
AIR LOCK	M
FIBRON	M
MARKIN	M
PADDOCK	M
PADDOCK	M
GIBRALTAR	M
BORG	M
KEYSER	M
CURTIS	M
HOUSING	F
HOUSING	M
BENNETT	M
MARKIN	M
TOWNE	M
BORG	M
FIBRON	M
CURTIS	M
MERNAN	M
RAY LAKS	M
RAY LAKS	M
CURTIS	M
CURTIS	M
CURTIS	M
BENNETT	M
AIR LOCK	M
CURTIS	F
BORG	F
BORG	M
SCHAFFSTAL	F
SCHAFFSTAL	M
SCHAFFSTAL	M
SCHAFFSTAL	F
MARKIN	M
GILLOGLY	M

PADDOCK	M
TOWNE	M
CURTIS	M
KEYSER	M
TOWNE	M
MARKIN	M
EMC	M
GIBRALTAR	M
BRANDS	M
TMP	M
TMP	M
BORG	M
MARKIN	M
MARKIN	M
TMP	M
GIBRALTAR	M
SCHAFFSTAL	M
SCHAFFSTAL	M
AIR LOCK	M
TMP	F
ED TAYLOR	M
GIB-METALS	M
CURTIS	M
SERVICE	M
PADDOCK	M
AIR LOCK	M
GIBRALTAR	M
HARD	M
GIBRALTAR	M
ED TAYLOR	M
GIBRALTAR	M
BORG	M
AIR LOCK	M
HOUSING	M
OLDS	M
BORG	M
SUMMIT OFF	F
CURTIS	M
CURTIS	M
CURTIS	F
HOUSING	F
SERVICE	M
TMP	M

TELEDYNE	M
MARKIN	M
GIBRALTAR	M
TMP	F
FALLS	M
MARKIN	M
GIBRALTAR	M
MERNAN	M
MERNAN	M
BORG	M
GIB-METALS	M
GILLOGLY	M
RAY LAKS	F
CURTIS	M
GIBRALTAR	M
JORGENSEN	M
SNYDER-RET	M
TMP	M
GILLOGLY	M
FALLS	M
MARKIN	M
OLDS	M
VALVE	M
CURTIS	M
GIBRALTAR	M
AIR LOCK	M
CURTIS	M
PADDOCK	M
VAL-KRO	M
CURTIS	M
RAY LAKS	M
CURTIS	M
HARD	M
CURTIS	M
CURTIS	M
SCHAFFSTAL	M
SKILL	M
HOUSING	M
BORG	M
CURTIS	M
GIBRALTAR	M
TOWNE	M
ED TAYLOR	M

CURTIS	M
STEVENS	M
MARKIN	M
GIBRALTAR	M
CURTIS	M
SCHAFFSTAL	F
HOOD	F
MARKIN	M
HOUSING	M
HOUSING	M
PADDOCK	M
SCHAFFSTAL	F
CURTIS	M
STEVENS	M
PADDOCK	M
EMC	M
BORG	M
STEVENS	M
AIR LOCK	M
SKILL	M
PADDOCK	M
TOWNE	M
HARD	M
PADDOCK	M
MARKIN	M
BENNETT	M
WNYLF	F
VAL-KRO	M
CURTIS	F
TMP	M
BRANDS	M
BRANDS	M
RAY LAKS	M
RAY LAKS	M
HOUSING	M
VAL-KRO	M
HOUSING	M
BRANDS	M
GILLOGLY	M
VALVE	M
FIBRON	F
FIBRON	F
FIBRON	M

BENNETT	M
BORG	M
AIR LOCK	M
TMP	M
BORG	M
RAY LAKS	M
CURTIS	M
TMP	F
TMP	M
BENNETT	M
GIB-METALS	M
MARKIN	M
FIBRON	M
BRANDS	M
CURTIS	M
FIBRON	F
BENNETT	M
MARKIN	M
HOUSING	M
KELLER	M
SUMMIT	F
BORG	M
BENNETT	M
SERVICE	M
GIB-METALS	M
SUMMIT OFF	F
RAY LAKS	M
CURTIS	M
MARKIN	M
RAY LAKS	M
RAY LAKS	M
RETIREMENT	F
GILLOGLY	M
BENNETT	M
BORG	M
STEVENS	M
GILLOGLY	M
PADDOCK	M
SCHAFFSTAL	M
GIB-METALS	M
PADDOCK	M
SCHAFFSTAL	M
PADDOCK	M

BORG	M
GIB-METALS	M
SKILL	M
SUMMIT OFF	F
GILLOGLY	M
TOWNE	M
PADDOCK	M
PADDOCK	M
MARKIN	M
SCHAFFSTAL	M
SCHAFFSTAL	M
GIB-METALS	M
RAY LAKS	M
TMP	F
TMP	F
CURTIS	M
BORG	M
CURTIS	M
TMP	F
HARD	M
RAY LAKS	M
HARD	M
RAY LAKS	M
PADDOCK	M
GIBRALTAR	F
AIR LOCK	F
GIB-METALS	M
CURTIS	M
BENNETT	M
GILLOGLY	M
BRANDS	M
RAY LAKS	M
EMC	M
KEYSER	M
KEYSER	M
HARD	M
BORG	M
MARKIN	M
SCHAFFSTAL	F
MARKIN	M
BRANDS	M
PADDOCK	M
GIBRALTAR	M

BORG	M
EMC	M
BORG	M
STEVENS	M
PADDOCK	M
AIR LOCK	F
CURTIS	M
PADDOCK	M
TMP	M
SERVICE	M
CURTIS	F
BORG	M
GILLOGLY	M
AIR LOCK	F
TMP	M
RAY LAKS	M
SCHAFFSTAL	M
CURTIS	M
VALVE	M
KEYSER	M
SERVICE	M
SCHAFFSTAL	M
BORG	M
TOWNE	M
GIB-METALS	M
GIBRALTAR	M
CURTIS	M
CURTIS	M
GILLOGLY	M
MARKIN	M
EMC	M
EMC	M
AIR LOCK	F
CURTIS	M
BORG	M
FALLS	M
HOUSING	F
ED TAYLOR	M
AIR LOCK	M
GIB-METALS	M
CURTIS	M
CURTIS	M
SCHAFFSTAL	M

MARKIN	M
SCHAFFSTAL	M
CURTIS	M
CURTIS	M
BENNETT	M
PADDOCK	M
STEVENS	M
BRANDS	M
MARKIN	M
SUMMIT	F
KEYSER	M
AIR LOCK	M
CURTIS	M
AIR LOCK	M
BENNETT	M
SCHAFFSTAL	M
KELLER	M
BENNETT	M
GIBRALTAR	M
HOOD	M
BENNETT	M
HOUSING	M
VAL-KRO	M
AIR LOCK	F
CURTIS	F
AIR LOCK	M
FALLS	M
GIBRALTAR	M
HARD	F
KELLER	M
BORG	M
CURTIS	M
BRANDS	M
BORG	M
GILLOGLY	M
PADDOCK	M
KELLER	M
CURTIS	M
SCHAFFSTAL	M
MARKIN	M
WILSON	M
KEYSER	M
CURTIS	M

GILLOGLY	M
BORG	M
HARD	M
GIBRALTAR	M
MARKIN	M
VALVE	M
CURTIS	M
TOWNE	M
TMP	F
CURTIS	M
GILLOGLY	M
SCHAFFSTAL	M
CURTIS	M
SCHAFFSTAL	M
BORG	M
GIB-METALS	M
GIB-METALS	M
PADDOCK	M
AUGUST	M
CURTIS	M
GIBRALTAR	F
MARKIN	M
MARKIN	M
AIR LOCK	F
VALVE	M
KELLER	M
AIR LOCK	M
RAY LAKS	M
BRANDS	M
CURTIS	M
OLDS	M
GIB-METALS	M
CURTIS	M
GILLOGLY	M
KEYSER	M
BENNETT	M
GIBRALTAR	M
SERVICE	M
BORG	M
GILLOGLY	M
SERVICE	M
PADDOCK	M
SCHAFFSTAL	F

KELLER	M
HOUSING	F
PADDOCK	M
LOCAL 1133	F
BORG	M
EMC	M
HOUSING	M
PADDOCK	M
FIBRON	F
CURTIS	M
ED TAYLOR	M
GILLOGLY	M
KEYSER	M
PADDOCK	M
AUGUST	M
PADDOCK	M
PADDOCK	M
BRANDS	M
KEYSER	M
BORG	M
KELLER	M
GIBRALTAR	M
KELLER	M
KELLER	M
GIB-METALS	M
CURTIS	M
TOWNE	M
MARKIN	M
PADDOCK	M
BENNETT	M
GIB-METALS	M
CURTIS	M
ED TAYLOR	M
HARD	M
CURTIS	M
CURTIS	F
BRANDS	M
VALVE	M
RAY LAKS	M
AIR LOCK	F
FALLS	M
FALLS	M
EMC	M

SCHAFFSTAL	F
SCHAFFSTAL	M
BORG	M
HARD	M
BENNETT	M
MARKIN	M
CURTIS	M
MARKIN	M
AIR LOCK	F
AUGUST	M
MARKIN	M
CURTIS	M
CURTIS	M
BRANDS	M
MARKIN	M
TMP	M
RAY LAKS	M
SCHAFFSTAL	M
BORG	M
PADDOCK	M
GIBRALTAR	M
TOWNE	M
MARKIN	M
CURTIS	M
CURTIS	M
BENNETT	M
EMC	M
TMP	F
AIR LOCK	F
CURTIS	M
CURTIS	M
TOWNE	M
CURTIS	M
GIBRALTAR	M
CALABRO	M
PADDOCK	M
MARKIN	M
HOUSING	M
CURTIS	F
HOUSING	F
CURTIS	M
BENNETT	M
HOOD	M

TMP	F
CURTIS	M
BRANDS	M
TOWNE	M
RAY LAKS	M
BENNETT	F
PADDOCK	M
SCHAFFSTAL	M
FALLS	M
CURTIS	M
LOCAL 1168	F
CURTIS	M
CURTIS	M
RAY LAKS	M
RAY LAKS	M

Past Service	Future Service	Contributions for Benefit Calculation.....			
		pre 1989	post 1988	post 2008	post 2010
0	5	0	5251	0	0
0	1	0	1383	0	0
0	11	0	5147	0	0
0	4	3029	9014	0	0
0	27	0	5876	0	0
0	28	0	0	0	5658
0	5	0	1135	1768	0
0	4	0	0	0	4961
0	6	0	2864	2600	6525
0	11	0	377	645	0
0	8	0	903.75	0	0
0	3	0	0	0	8187.5
0	23	0	1432.5	0	0
0	7	0	3956	2756	6916.5
0	14	0	6640	0	0
0	5	0	0	0	3847.5
0	1	0	1660.75	1696	0
0	17	272	8840.2	0	0
0	8	0	26499	4223	8241
0	2	2531	32625	4223	8241
0	11	0	630	0	0
0	1	901	32625	4223	8241
0	1	0	14052	0	0
0	7	0	0	0	16432
0	10	0	0	0	4100.4
0	4	0	4130	0	0
0	12	0	5644	3536	13940
0	3	0	0	0	4686.5
0	4	0	8284	0	0
0	7	0	2750	0	0
0	3	0	1086	0	0
0	13	0	1851	3402	8481

0	6	0	2428	2392	6003
0	2	0	3877	0	0
0	3	0	9482.5	0	0
0	10	0	4681	0	0
0	1	3431	26840	0	0
0	14	0	8970	0	0
0	2	0	1752	0	0
0	3	0	14082	0	0
0	11	0	3186.5	0	0
0	1	330	32625	4223	8241
0	27	0	28603	4223	8241
0	12	0	6055	3120	3000
0	2	0	1200	0	0
0	22	0	7368.25	0	0
0	6	0	0	1803.2	11849.6
0	5	5146	22909.7	0	0
0	2	0	7678	0	0
0	1	792	32625	4223	8241
0	1	0	7172.29	2482.48	2983.75
0	4	153	1264	0	0
0	1	0	0	0	1235
0	5	0	19201	0	0
0	7	0	0	2911	8241
0	16	0	2795	0	0
0	9	0	5882	0	0
0	8	0	5398	0	0
0	19	0	12097.35	0	0
0	1	0	2342	0	0
0	15	0	11429	0	0
0	13	0	1641	0	0
0	20	4047.2	0	0	0
0	1	0	12103.61	0	0
0	4	0	23898	0	0
0	26	1611.6	8854.2	0	0
0	19	0	6959	0	0
0	5	139	0	0	0
0	27	0	3448	0	0
0	7	0	26206	4223	8241
0	10	1332	25165.75	0	0
0	5	0	25199	4264	8241
1.59	20	0	2754	0	0
0	7	264	32625	4223	8241
0	1	682	0	0	0

0	5	330	16110	0	0
0	8	0	20686	3536	8806
0	3	0	4550	0	0
0	36	1865	15812	0	0
0	7	0	8807	0	0
0	1	0	13363	0	0
0	1	0	611	0	0
0	11	0	5326.5	0	0
0	5	0	2183.75	0	0
0	6	0	8937	0	0
0	1	0	510	0	0
0.86	8.0941	0	5470	0	0
0	8	0	3236	0	0
0	5	0	3820	3432	3168
0	4	0	10789	0	0
0	4	2904	25728	0	0
0	16	6281	0	0	0
0	7	0	705	0	0
0	7	0	21852	1566	0
0	28	0	15071	3321	8241
0	15	0	5566.5	0	0
0	24	0	167.5	260	855
0	12	3173	9540	0	0
0	4	0	1625	0	0
0	17	0	0	0	3571.75
0	1	0	8217.5	0	0
0	2	0	1888	3120	7740
0	5	3204	7277.5	0	0
0	5	0	4536	3120	4830
0	3	0	3425	1898	4763.25
0	6	0	841	0	0
0	9	0	16821	3116	8241
0	4	0	0	0	8407.5
0	5	0	10401	0	0
0	16	279	0	0	0
0	4	264	4022	0	0
0	1	0	24793	4223	8241
0	10	0	4335	3348.8	11270
0	23	0	7546	3348.8	11849.6
0	8	0	5332.25	0	0
0	6	0	5684	0	0
0	4	0	11241	1026	0
0	8	0	4352	0	0

0	8	0	7462	0	0
0	4	0	22053	0	0
0	2	0	432.25	682.5	1820
0	12	0	2419.2	374.4	0
0	7	0	0	0	4495.6
0	5	0	1034.5	1326	0
0	2	0	977	0	0
0	7	0	3114.5	0	0
0	1	440	16212	0	0
0	21	0	3624	0	0
0	4	0	2783.75	0	0
0	23	0	3427.95	0	0
0	4	681	0	0	0
0	24	0	10310	0	0
0	2	0	18130.25	455.4	0
0	3	0	12724	0	0
0	8	0	795	0	0
0	1	0	2014	0	0
0	3	0	585	0	0
0	1	0	4758	0	0
0	15	0	0	1575	6510
0	21	0	3638	0	0
0	3	0	0	0	10593.22
0	2	0	17516.5	0	0
0	15	0	1898	0	0
0	5	0	836	0	0
0	8	0	12426	0	0
0	6	0	0	0	10295.4
0	25	0	16278	0	0
0	1	2103	5095.5	0	0
0	1	0	5622	0	0
0	24	0	3465.5	0	0
0	3	1088	11388	0	0
0	1	0	860	0	0
0	6	0	8192	0	0
0	4	0	14641	4223	8241
0	22	0	32461	4223	8241
0	2	0	17999	3000	0
0	9	0	837	0	0
0	15	0	276	0	0
0	5	0	14534	0	0
0	24.597	0	4611	0	0
0	2	0	4700	0	0

0	6	0	28291	3198	8241
0	13	0	3440	2240	0
0	1	0	18464.5	0	0
0	3	0	0	668.36	3437.28
0	1	0	3889.97	0	0
0	14	0	0	0	9273.6
0	9	0	0	0	2609.25
0	2	0	0	0	1841.75
0	5	629	0	0	0
0	17	0	19105.65	645.15	0
0	15	0	2332	0	0
0	4	1178	3641	0	0
0	12	0	13465.5	0	0
0	13	0	12212	0	0
0	1	0	5775	0	0
0	1	0	2478.6	0	0
0	2	0	3299.2	0	0
0	11	0	0	1587	2587
0	1	0	13293	0	0
0	20	396	32625	4223	8241
0	12	0	1160.25	0	0
0	10	0	3726	1872	4644
0	1	0	5072	0	0
0	3	0	8303	0	0
0	5	0	1747	0	0
0	8	0	3421.6	0	0
0	23	0	2782	0	0
0	8	0	1026	0	0
0	1	0	0	1050.28	3437.28
0	2	0	13886	0	0
0	23	7080	25394.75	0	0
0	2	0	17459	0	0
0	1	0	11590	0	0
0	5	0	6652.8	0	0
0	1	0	5108	0	0
0	5	0	0	1386	6963
0	5	0	3882.5	0	0
0	11	0	5600	0	0
0	3	0	10015.9	0	0
0	2	0	16651	3444	8241
0	7	0	12224.75	0	0
0	5	0	4013.5	0	0
0	5	0	4396	0	0

0	7	0	0	492.5	910
0	4	0	1440	2995.2	1957.8
0	4	0	0	0	815
0	7	0	0	0	5207
0	2	0	14089	0	0
0	15	0	7193	0	0
0	2	0	4804	0	0
0	10	0	2100	0	0
0	2	0	5563	0	0
0	5	0	1894.25	0	0
0	3	0	6507.25	2184	2751
0	1	0	4716.25	0	0
0	1	1174	23542	0	0
0	17	0	0	1066	8241
0	10	0	6898	0	0
0	7	0	4766	0	0
0	6	1280	14763	0	0
0	5	0	12240	0	0
0	21	0	22329	4264	8241
0	3	0	21861.75	0	0
0	21	0	9078.4	579.6	0
0	3	0	5170.5	0	0
0	14	2129	0	0	0
0	4	1263	0	0	0
0	21	0	2303	0	0
0	5	0	25620	0	0
0	5	0	2300	0	0
0	19	0	8444	0	0
0	13	0	25804	4223	8241
0	2	0	9298	0	0
0	19	0	1024	0	0
0	18	0	20824.35	0	0
0	11	1580	20236	0	0
0	1	494	0	0	0
0	3	0	2666.5	0	0
5.5694	29	0	699	0	0
0	4	0	26206	4223	8241
0	16	0	449	0	0
0	7	0	0	533	8118
0	4	0	15981	0	0
0	2	0	6254	0	0
0	10	0	370	290	0
0	7	0	19671	0	0

0	9	0	9640.5	0	0
0	1	0	4296.6	0	0
0	3	0	1058.25	0	0
0	10	518	0	0	0
0	3	0	2981.5	0	0
0	2	0	5128.55	0	0
0	2	0	0	0	4318
0	15	0	6727	0	0
0	3	0	23669.6	645.15	0
0	12	0	330	0	0
0	10	3480	13819	0	0
0	14	934	29510.6	2504.7	0
0	31	0	6800	0	0
0	5	1146	7806.5	0	0
0	13	0	2286.2	2447.2	0
0	6	2106.4	11858.75	0	0
0	5	1617	12880	0	0
0	2	0	6416	0	0
0	6	0	24823	720	0
0	17	0	1116	0	0
0	1	0	8320	0	0
0	5	0	6950	0	0
0	1	0	4159	0	0
0	1	0	445	305	0
0	3	0	20095	0	0
0	6	0	3273.25	0	0
0	5	0	403	0	0
0	12	2924	29554.6	2504.7	0
0	11	0	6159	3075	8241
0	3	0	0	0	5658
0	1	0	5611	0	0
0	10	0	1663	0	0
0	2	0	2495	0	0
0	5	0	852.5	0	0
0	1	0	6023	0	0
0	10	0	1856.5	0	0
0	12	0	2337.78	0	0
0	1	0	3686	0	0
0	5	0	2722	0	0
0	13	1725.4	0	0	0
0	4	0	2231.25	2730	6851.25
0	3	0	3590	0	0
0	14	0	3492	2860	7177.5

0	15	0	21171	3977	8241
0	1	0	1676	0	0
0	6	0	6187	0	0
0	8	0	11178	0	0
0	1	0	9137	0	0
0	3	0	0	0	5480
0	17	0	10663	3432	8653
0	4	0	0	0	3935.75
0	18	0	0	0	2866.5
0	6	0	26371	0	0
0	4	0	25338.6	948.75	0
0	4	0	5776	0	0
0	2	1859	23697.75	0	0
0	4	0	6710	0	0
0	7	0	5074	0	0
0	35	1122	24553	4160	14880
0	6	0	0	0	12044
0	1	0	21281	3116	8241
0	16	0	15143	0	0
0	2	0	4330	0	0
0	9	0	14430	0	0
0	6	0	0	190	1000
0	27	0	7974	0	0
0	3	0	23301	4223	8241
0	1	0	1992	0	0
0.7249	2	0	21797	3977	8241
0	3	0	1782	0	0
0	4	0	3053.5	0	0
0	8	0	13446	0	0
0	5	0	1980	2080	5220
0	9	0	16576	0	0
0	9	0	1691	0	0
0	5	0	6324	0	0
0	22	96	3725.5	0	0
0	8	0	5356.5	0	0
0	17.6117	0	3519	0	0
0	5	0	1803	0	0
0	5	155.5	0	0	0
0	20	0	752.25	0	0
0	27	814	5594	0	0
0	6	0	8541.5	0	0
0	17	228	0	0	0
0	7	0	12958	0	0

0	9	0	8794.5	2912	7308
0	18	0	9462	0	0
0	3	0	0	0	4118.4
0	13	0	11049	1875	0
0	3	348	0	0	0
0	8	0	22451	0	0
0	22.8235	0	3348	0	0
0	4	0	22749	4264	8241
0	8	0	1800	0	0
0	4	0	5248	0	0
0	5	0	5211	0	0
0	19	5394	25639.75	0	0
0	5	0	0	0	4123
0	10	0	5773	1271	0
0	12	0	1465	0	0
0	3	181	0	0	0
0	11	0	4501	0	0
0	13	0	2196	0	0
0	18	0	6078	3120	7740
0	5	0	19971.75	0	0
0	18	0	9013.5	0	0
0	1	0	0	0	2707.25
0	9	6130	22821	999	0
0	7	4626	12290	0	0
0	3	0	0	0	6979.5
0	5	1118	403	0	0
0	3	0	12412	0	0
0	1	0	3674	0	0
0	19	9677	32625	4223	8241
0	10	0	7249.5	0	0
0	16	0	4263	0	0
0	7	0	3987	0	0
0	9	0	0	0	6392.75
0	15	704	32625	4223	8241
1.91	2.5751	0	4811.5	2184	2268
0	14	0	25163	4223	8241
0	12	254.4	0	0	0
0	13	0	3375.5	0	0
0	8	0	4248	0	0
0	3	0	10190	0	0
0	22	0	3986	0	0
0	11	0	13698	0	0
0	13	2366	5341	0	0

0	2	0	6724.8	0	0
0	4	1026	24825.25	0	0
0	24	0	8057	0	0
0	3	0	0	0	8200
0	4	0	827	0	0
0	5	0	0	0	13200
0	1	0	16212.65	531.3	0
0	21	0	6876	0	0
0	13	0	4757	0	0
0	5	0	0	472.5	14340.75
0	10	3405	12223.5	0	0
0	4	0	1226.5	0	0
0	8	0	8467	0	0
0	11	277.5	0	0	0
0	2	0	0	846.19	3293.28
0	1	0	1555.2	2998.6	1372.6
0	10	0	3812	0	0
0	4	0	4279	0	0
0	24	0	8495.5	0	0
0	7	0	4620	0	0
0	14	0	4313	0	0
0	4	0	1944.25	0	0
0	3	0	3256	0	0
0	23	1003	13936	0	0
0	14	0	9830.6	265.65	0
0	2	0	0	468	4134
0	6	0	13224	0	0
0	7	130	4691	0	0
0	7	130	4691	0	0
0	3	0	3039.5	0	0
0	1	0	4396	0	0
0	15	0	4002	0	0
0	21	0	8166.75	0	0
0	6	0	23904.6	2504.7	0
0	8	0	3504	0	0
0	14	0	9429	0	0
0	5	0	17650.75	3120	7740
0	5	0	10575	0	0
0	4	0	25640	4223	8241
0	0	0	713.5	0	0
0	3	1181	34	0	0
0	1	0	0	2104.04	3018.84
0	1	0	19628.5	0	0

7.54	22	0	9560	3536	8874
0	3	0	0	672	4431
0	1	0	0	0	5828.2
0	6	0	7234	0	0
0	1	0	9800	0	0
0	8	0	1000.5	0	0
0	2	0	0	0	5276.6
0	17	0	0	0	6310.6
0	10	3431	14683	0	0
0	5	0	0	0	15360
0	24	0	5277.9	0	0
0	4	0	4243	0	0
0	5	0	3268	0	0
0	3	0	0	0	11680
0	18	0	1131	0	0
0	22	893	2574.5	0	0
0	4	76	3340.5	0	0
0	2	0	4664	0	0
0	4	0	1564	0	0
0	21	0	4598	0	0
0	7	0	3692.5	0	0
0	11	0	4820	0	0
0	2	0	10961	0	0
0	13	0	5573	0	0
0	2	0	0	120	815
0	11	0	381	0	0
0	5	0	9033	0	0
0	10	4011	25222.5	0	0
0	2	0	4155	0	0
0	4	0	5893.75	0	0
0	4	0	1547	0	0
0	9	0	13130	0	0
0	7	418	32625	4223	4674
0	18	1971	32625	4264	8241
0	1	3693	7277.5	0	0
0	8	0	15074	0	0
0	17	0	0	0	4796
0	4	0	3448	0	0
0	3	0	5196	0	0
0	17	0	926.25	0	0
0	2	0	7841	0	0
0	4	0	2882.35	0	0
0	9	0	4462	0	0

0	3	0	22637	4223	8241
0	12	44	21414	0	0
0	1	311	0	0	0
0	3	0	0	0	4134
0	2	0	197.5	5	0
0	3	0	9953	0	0
0	21	0	20530.9	0	0
0	3	0	5077.75	1768	4437
0	4	0	0	0	2294.75
0	21	4226	25763.5	0	0
0	4	0	14295.55	0	0
0	3	0	2442	0	0
0	7	0	11977	0	0
0	3	0	4890	0	0
0	2	0	1428	0	0
0	3	0	4164.25	0	0
0	18	0	3448	0	0
0	10	0	0	0	5760
0	8	0	11121	0	0
0	8	0	1523	0	0
0	24	0	8554	0	0
0	3	187.5	0	0	0
0	26	0	2896	0	0
0	11	0	11477	0	0
0	2	0	6899	0	0
0	2	0	7761	0	0
0	23	0	0	0	6698
0	3	0	5256	530	0
0	6	0	1681	0	0
0	18	0	3875	925	0
0	29	0	5695	0	0
0	3	0	23013	2360	8360
0	7	0	2934	600	840
0	13	0	880	0	0
0	14	0	2592	918	0
0	11	0	9928	0	0
0	29	0	16957	3280	8241
0	8	0	1325	0	0
0	8	0	0	0	7680
0	2	0	3448	0	0
0	3	0	1155.7	0	0
0	1	0	24279.85	0	0
0	20	0	3448	0	0

0	5	0	0	0	7574.4
0	14	0	30591	4223	8241
0	4	0	3672	3196	4250
0	4	0	4839	0	0
0	6	0	717.25	0	0
0	22	0	4538	0	0
0	11	0	7113.1	0	0
0	4	573	15892	0	0
0	10	0	2276.5	0	0
0	3	0	810	0	0
0	1	0	12966	0	0
0	1	0	2368	0	0
0	4	0	6404.85	0	0
0	1	0	1661.25	0	0
0	13	75	3787	0	0
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0	13	0	6421	0	0
0	7	0	23357.6	2504.7	0
0	1	0	4540	0	0
0	15	0	28171	4223	8241
0	11	0	24533	0	0
0	24	0	15882	0	0
0	28	0	1620.75	0	0
0	6	0	3468	3120	7740
0	4	0	4136	0	0
0	4	0	16969.75	0	0
0	10	0	12855.7	3220	0
0	6	0	0	0	7718.4
0	14	215	0	0	0
0.84	16	0	6638	0	0
0	6	0	4164.14	0	0
0	22	0	9444	0	0
0	1	0	6171	0	0
0	17.1294	0	2381.5	0	0
0	3	231.2	5060.2	0	0
0	7	0	3416	3120	7740
0	26	245	440	0	0
0	6	2298	27240.2	3348.8	7502.6
0	18	0	4356.8	0	0
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0	2	0	2909	0	0
0	9	0	7279	0	0
0	19	0	4148.75	0	0

0	6	0	4925.75	0	0
0	28	0	8101.9	2504.7	0
0	5	0	21881	0	0
0	13	0	30496	0	0
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0	11	0	3768.65	0	0
0	2	0	0	0	7160
0	8	0	878	0	0
0	7	0	4079.5	0	0
0	3	0	8213	0	0
0	2	0	14966	0	0
0	7	0	0	0	4348.8
0	8	0	4116	0	0
0	11	653	0	0	0
0	27	0	0	503	1925
0	10	1480	7789	0	0
0	8	0	6621.25	0	0
0	11	0	4137.55	0	0
0	4	670	11407.75	0	0
0	5	5297	25445.25	0	0
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0	3	0	1782	0	0
0	30	0	1342	0	0
0	1	0	3588.4	1835.4	0
0	2	2208	20236	0	0
0	20	0	25561.67	0	0
0	4	0	5908.05	0	0
0	7	0	0	0	5617
0	1	0	2016	2995.2	7516.8
0	3	0	14989	0	0
0	3	0	11712.5	0	0
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0	3	0	0	0	5961.6
0	2	1828	0	0	0
0	11	0	617	0	0
0	22	0	9822.75	0	0
0	2	0	7116.5	0	0
0	2	0	5542	0	0
0	15	0	10246	0	0
0	6	0	28603	4223	8159
0	7	0	1108	0	0
0	2	0	7393	3201	1551
0	4	0	0	0	4720

0	6	0	5041	0	0
0	1	0	4158	1053	0
0	21	5631	32625	4223	8241
0	22	0	15840	660	0
0	27	1354	7789	0	0
0	31	0	22581	4223	8241
0	2	0	7838.5	0	0
0	4	0	1402.5	0	0
0	9	0	15288	3432	1749
0	8	0	2745	0	0
0	7	364	0	0	0
0	22	0	9162	0	0
0	2	739	0	0	0
0	1	0	11484	0	0
0	7	0	1451	0	0
0	14	0	0	0	3549
0	6	0	0	250.25	4800.25
0	9	1983.5	3334	0	0
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0	3	2530	20236	0	0
0	8	0	0	738	4770
0	1	0	6735.5	0	0
0	1	0	5241.5	0	0
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0	25	0	10057	0	0
0	15	0	12228	3030	0
0	8	885	0	0	0
0	3	0	0	0	8800.4
0	7	0	5659	0	0
0	4	0	0	0	5278
0	4	0	9487	0	0
0	8	0	3804	0	0
0	4	0	3866.44	891.75	0
0	17	0	1597	0	0
0	4	264	8726	0	0
0	2	0	3029.25	0	0
0	1	0	8010.25	0	0
0	5	354	0	0	0
0	32	0	3621.5	0	0
0	4	0	9698	0	0
0	8	0	695.25	526.5	0
0	7	0	0	0	5760
0	9	0	0	423.75	5847.75

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0	2	0	4126	0	0
0	9	0	3038	1768	4437
0	9	0	3494	3120	7710
0	10	3926	23648	0	0
0	33	0	12639.5	3250	14218.75
0	3	0	0	0	6648
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0	6	0	12330	0	0
0	12	0	22206	0	0
0	8	0	799.63	3198	8241
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0	4	0	7102.6	0	0
0	2	0	2138	0	0
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0	4	0	0	0	4025
0	1	0	8401	0	0
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0	1	0	4997	0	0
0	6	0	8588	0	0
0	3	0	9336	0	0
0	1	1601	4671	0	0
0	29	0	0	0	12440
0	6	0	0	0	5125
0	2	0	26581	4223	8241
0	8	0	0	0	8036
0	3	0	28291	4223	8200
0	11	0	4235	0	0
0	6	0	6103	0	0
0	13	0	17157.05	455.4	0
0	5	0	4273	0	0
0	1	0	0	0	10000
0	8	617.5	0	0	0
0	1	0	8528	0	0
0	11	0	24983	1600	0
0	5	1314	25583.5	0	0
0	2	0	12768	0	0
0	10	3460	7338	0	0
0	8	2924	29554.6	2656.5	0

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0	1	2533	2745	0	0
0	2	1098.5	3366	0	0
0	19	2485	26840	4080	15720
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0	10	0	11555	0	0
0	12	0	17742.75	3120	7740
0	5	0	3265.5	0	0
0	22	0	946	0	0
0.37	2	0	8541	0	0
0	4	0	7774	3120	4950
0	9	0	13158	3120	7740
0	21	1744	29510.6	1404.15	0
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0	2	0	3610.11	922.5	0
0	3	0	4816	0	0
0	14	0	4555.75	0	0
0	8	0	4823	2392	6003
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0	12	0	0	0	16160
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0	8	0	17504.1	3348.8	11849.6
0	6	0	5684	0	0
0	3	374	32625	0	0
0	1	0	28172	0	0
0	17	0	1066	3116	8241
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0	16	0	4211.5	0	0
0	8	0	4142	0	0
0	16	1333.5	0	0	0
0	10	0	2818	0	0
0	7	0	4554	0	0
0	2	204	7808.2	0	0
0	2	0	4112	0	0
0	6	0	3873	0	0
0	23	0	5272	0	0
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0	4	0	3363.25	0	0
0	9	0	130	650	0
0	8	0	25225	4223	8241
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0	3	0	9778	0	0
0	6	0	5183	0	0
0	6	0	0	0	3981.25
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0	3	288.5	0	0	0
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0	4	0	12207	0	0
0	1	0	4801	0	0
0	1	0	17949	800	0
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0	9	664	29510.6	189.75	0
0	9	0	1330	0	0
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0	7	0	3928.25	0	0
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0	1	1458	1032	0	0
0	6	0	16584.75	0	0
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0	5	0	3666	2148	0
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0	4	0	3223.25	0	0
0	2	0	22366.6	569.25	0
0	3	0	2584	0	0
0	8	0	7057.25	455.4	0
0	5	0	1548	0	0
0	4	3382.58	0	0	0
0	1	0	1663	0	0
0	16	0	3436	0	0
0	8	0	6545.75	2288	5742
0	5	0	5056	0	0
0	6	0	1564	0	0
0	18	0	3790.5	0	0
0	6	858	32133	4223	8241
0	2	440	32625	4223	8241
0	9	0	3466	0	0
0	5	0	6466.25	2080	5300
0	7	0	0	132	6963
0	4	0	0	0	3640

0	2	0	5776	0	0
0	8	0	5412	0	0
0	1	0	6652.8	0	0
0	5	0	3647	0	0
0	17	0	6701	0	0
0	36	0	0	0	6040
0	11	0	29434.6	2656.5	0
0	28	0	2890	0	0
0	21	0	3388	0	0
0	10	0	2463	0	0
0	5	0	12224.75	0	0
0	8	0	4337	0	0
0	4	0	0	0	5328
0	13	0	11854	0	0
0	3	0	4621.1	0	0
0	24	0	5520	0	0
0	15	576	0	0	0
0	4	0	1655	0	0
0	9	0	5365	0	0
0	18	0	11763	0	0
0	14	0	12196	80	0
0	1	1090	0	0	0
0	5	0	7057	0	0
0	8	0	17863	3567	5248
12.7748	22.7696	0	17415.7	455.4	0
0	2	0	1491.5	0	0
0	13	0	6050	0	0
0	3	0	3214	0	0
0	11	304	0	0	0
0	4	0	28603	205	0
0	5	0	9077.2	0	0
0	2	0	22273	4141	1558
0	6	0	3727.5	0	0
0	4	0	30292	4223	8241
0	4	1132	3758	0	0
0	17	272	8816.2	0	0
0	1	0	5939	0	0
0	5	0	276	2392	6003
0	12	0	5251	0	0
0	11	0	18621	0	0
0	14	0	11123.85	2504.7	0
0	16	0	830.25	3250	4531.25
0	7	0	5100.5	0	0

0	5	704	32625	4264	8241
0	5	1551	7092	0	0
0	5	1967	17545	0	0
0	7	0	18907.1	531.3	0
0	2	660	31928	4223	8241
0	5	0	3686	0	0
0	10	72	1114	0	0
0	1	0	1647	0	0
0	3	0	2196.25	0	0
0	4	0	0	0	3025.75
0	2	0	8401	1872	4644
0	1	319.6	7964.2	0	0
2.92	16	0	0	2050	8241
0	7	0	4824.75	0	0
0	20	0	7184.75	0	0
0	3	0	0	614.25	2138.5
0	8	0	8555	0	0
0	9	0	7377	0	0
0	8	0	572	0	0
0	18	0	1748	0	0
0	3	0	15227	3120	1500
0	18	0	9092	2468.75	0
0	5	0	2958	0	0
0	3	0	659.5	0	0
0	15	3431	21702	0	0
0	27	0	3549	0	0
0	7	0	0	0	2160
0	10	259	0	0	0
0	2	0	0	574	8241
0	11	0	17293	2678	8580
0	7	155	0	0	0
0	4	137.5	0	0	0
0	4	0	5742.6	0	0
0	10	0	5905.2	0	0
0	17	0	0	0	3885
0	4	0	5609	3201	132
0	5	0	4227	1846	4632.75
0	3	182	2875	0	0
0	1	0	10572	850	0
0	17	0	1508	0	0
0	19	0	4475	0	0
0	5	0	6600	0	0
0	12	0	2134	0	0

0	10	0	14047	0	0
0	7	0	16830	0	0
0	20	0	869	0	0
0	14	0	1529	0	0
0	22	0	4494	0	0
0	7	0	0	0	6364.8
0	6	352	32625	4223	8241
0	6	0	4536	0	0
0	18	0	6635	0	0
0	8	0	16626	0	0
0	4	0	25394.75	0	0
0	12	0	15361	0	0
0	12	1105	15919	0	0
0	4	688	3068	0	0
0	9	0	2296	0	0
0	17	0	4204	0	0
0	2	0	4270	0	0
0	7	0	5188	0	0
0	1	0	0	0	3718.5
0	6	0	0	1875.34	2058.3
0	11	0	5778.25	0	0
0	2	0	3058	0	0
0	3	0	3938	0	0
0	25	0	4686	3402	429
0	13	0	14037.25	0	0
0	5	0	5298.5	0	0
0	3	1674	27244.7	3220	0
0	3	0	0	533	8118
0	10	0	9162	2800	0
0	14	0	4602.05	0	0
0	4	0	691.2	2505.6	144
0	4	0	7168	0	0
0	7	0	7050	0	0
0	6	0	14151	0	0
0	3	0	3448	0	0
0	9	0	3521.5	0	0
0	5	0	4029	0	0
0	11	0	11251.75	0	0
0	5	0	744	0	0
0	15	0	21896.75	0	0
0	12	0	6672	3120	7740
0	27	0	8085.2	0	0
0	14	0	2868.75	0	0

0	4	0	2367	0	0
0	10	634	0	0	0
0	5	0	12329.5	0	0
0	7	0	4276.5	0	0
0	1	0	2825	0	0
0	15	0	830.25	3250	281.25
0	4	0	0	0	1265
0	7	0	8851	306	0
0	4	0	14789	0	0
0	6	0	4389	0	0
0	9	0	4673	0	0
0	5	0	15078.5	0	0
0	5	0	9639.25	0	0
0	9	0	15480	0	0
0	15	0	3924	0	0
0	6	0	0	0	5166
0	2	0	14177	0	0
0	19	0	28291	4223	8241
0	6	0	5539	0	0
0	4	0	13665	0	0
0	6	0	21207.7	3348.8	11849.6
0	9	0	0	0	6834
0	2	0	3107.4	0	0
0	12	0	140	0	0
0	2	0	13401.45	0	0
0	4	978.5	7596.25	0	0
0	7	0	15088.75	0	0
0	26	0	22749	0	0
0	12	0	1737	0	0
0	7	0	13667	0	0
0	3	1963	3336	0	0
0	10	0	4781.5	0	0
0	15	0	91	364	0
0	4	0	2997	2808	13122
0	1	0	0	0	5776.19
0	8	319	0	0	0
0	12	0	1663	0	0
0	9	0	5026	2680	1560
0	1	0	1344	0	0
0	9	0	0	0	9200
0	7	0	3164	0	0
0	5	0	265	0	0
0.75	15.5	0	11734.05	0	0

0	3	0	17489	0	0
0	6	0	1342.25	1274	0
0	18	0	6971	0	0
0	6	0	4673.25	0	0
0	21	0	4068	1872	4554
0	10	0	1071.5	0	0
1.0333	1.5	0	31442	4223	8241
0	4	0	13737.5	3120	7740
0	2	0	8930	0	0
0	6	0	5136	3402	12573
0	5	0	26060	0	0
0	8	498	0	0	0
0	1	2964	19527	0	0
0	15	0	4011	0	0
0	2	0	9135	0	0
0	26	0	5782.9	0	0
0	6	0	5245	0	0
0	12	396	32625	4264	8241
0	4	140	20486	3432	1749
0	3	1342	24888.5	3198	14944.5
0	2	0	0	0	3960
0	4	0	8126	0	0
0	4	0	3058	0	0
0	9	0	8737	0	0
0	8	0	8120	0	0
0	7	0	14600.6	0	0
0	7	0	28387	4264	8241
0	13	0	0	0	5084
0	3	0	4336	0	0
0	28	0	4639	0	0
0	3	0	0	0	4868.5
0	10	0	0	682.5	2047.5
0	9	0	5408	0	0
0	28	0	6134	0	0
0	19	0	6792	0	0
0	21	0	16083	0	0
0	5	0	6303.5	2808	2862
0	3	252	12373.5	0	0
6.33	26	3025	5843.5	0	0
0	1	0	12343.5	0	0
0	2	0	0	2788	8241
0	6	2611	31887	4223	8241
0	11	0	4253	0	0

0	3	0	0	0	6560
0	7	0	3147	0	0
0	5	0	26567	4264	8241
0	2	0	13524	0	0
0	12	0	12414	0	0
0	8	0	4196	3120	4800
0	24	0	2344	0	0
0	1	87.5	0	0	0
0	2	0	0	0	11600
0	7	0	3828.75	0	0
0	5	0	4055	0	0
0	11	0	5259	0	0
0	1	0	9383	0	0
0	12	0	1278.5	0	0
0	5	0	5954	600	4160
0	3	0	8604.6	0	0
0	7	0	6196.65	0	0
0	24	0	7756	0	0
0	3	1186	29505.6	1404.15	0
0	1	372	0	0	0
0	11	0	1735	0	0
0	10	0	1102.5	1820	3132.5
0	3	0	1068	0	0
0	21	307.5	0	0	0
0	26	0	12532	0	0
0	8	0	5005	0	0
0	21	0	11753	0	0
0	1	0	14357.85	0	0
0	13	0	10768	0	0
0	10	0	0	1166.37	2492.83
0	3	0	4351	0	0
0	4	0	32178	0	0
0	1	0	3313	0	0
0	12	0	2530	0	0
0	2	3770	8119	0	0
0	3	1396	22048	3120	7740
0	9	1396	18762.1	0	0
0	15	5711	32625	4223	8241
0	26	0	3706	0	0
0	4	0	0	0	11080
0	1	741	0	0	0
0	15	0	0	0	7938
0	6	0	23618	0	0

0	10	0	20445	0	0
0	3	0	2367	0	0
0	4	0	362	0	0
0	1	0	5359.55	0	0
0	4	0	0	0	6640
0	1	0	15844	0	0
0	5	0	8364	0	0
0	9	0	5714.5	3250	8562.5
0	4	0	10649	0	0
0	8	0	31352	4223	8241
0	10	0	2079	0	0
0	9	0	4213	0	0
0	1	0	9386	0	0
0	11	0	4808	0	0
0	10	0	13328	0	0
0	1	0	5272	0	0
0	21	0	17816.5	0	0
0	8	0	365	0	0
0	24	5258	12880	0	0
0	6	1090	4382	0	0
0	5	0	7089.7	455.4	0
0	3	0	0	0	8480
0	18	0	4911	0	0
0	1	0	952.5	0	0
0	18	0	7078	0	0
0	4	0	7378.05	2482.48	3437.28
0	17	0	561	0	0
0	6	0	0	0	9648
0	18	369.5	2870	0	0
0	1	0	21381	3977	8241
0	4	0	686	0	0
0	31	0	23582.75	0	0
0	10	0	21834	0	0
0	1	0	3725	0	0
0	12	0	3830.75	0	0
0	6	391	25411	4120	5080
0	16	5727	29704.6	2504.7	0
0	10	0	0	858	8712
0	28.3937	0	1300	0	0
0	5	0	13900	0	0
0	7	0	0	0	4818
0	12	0	1667.5	0	0
0	4	0	7478.2	0	0

0	6	0	12783.5	0	0
0	4	0	2092	0	0
0	2	0	8855	3120	7740
0	12	0	600	2496	1656
0	4	0	12597	0	0
0	4	0	0	0	5801.25
0	9	0	0	651	4045
0	3	0	2035	0	0
0	1	0	7911	0	0
0	2	0	15291	3567	8241
0	1	0	1025	0	0
0	11	0	2717	0	0
0	13	0	0	0	5750.38
0	1	0	14451.5	3120	2310
0	17	1536	4807	0	0
0	7	0	12423	3120	7740
0	1	0	11613	3120	7740
0	5	1688.5	3316	0	0
0	13	0	2152.63	953.25	0
0.7415	1.5	0	5352	0	0
0	9	2251	20647.83	0	0
0	1	2941	29704.6	0	0
0	15	0	1372.2	137.22	0
0	1	0	2517.84	0	0
0	8	0	21840.75	0	0
0	3	1971	32623	4223	8241
0	15	0	8824	0	0
0	1	0	5742	0	0
0	21	0	1733.5	0	0
0	9	0	4364	0	0
0	10	4266	25394.75	0	0
0	13	2151	32625	4223	6601
0	28	0	1170	0	0
0	1	177.5	0	0	0
0	5	3191	309	0	0
0	7	0	9190	0	0
0	4	0	3243	0	0
0	5	0	868	0	0
0	2	0	0	0	5828.2
0	5	0	991	0	0
0	26	0	1600	0	0
0	6	0	5885	0	0
0	7	0	0	0	7985.25

0	13	136	3503.2	0	0
0	8	238	7591.2	0	0
0	7	0	10366	0	0
0	1	0	3112.5	0	0
0	13	0	9186	0	0
0	3	0	0	0	13680
0	9	0	11481	0	0
0	20	0	13999	0	0
0	18	0	4289.5	0	0
0	21	0	6802	0	0
0	18	0	5179	0	0
0	3	0	30614	4264	8241
0	17	0	32270	4223	8241
0	24	479	2761	0	0
0	3	2469	24253	0	0
0	6	0	972	0	0
0	4	0	4782	0	0
0	3	0	4445	0	0
0	3	0	4341	0	0
0	1	0	16929.75	828	0
0	3	0	6645.3	455.4	0
0	4	4656.4	20786.25	0	0
0	22	0	14525	2720	11240
0	1	0	22777	4264	8241
0	1	4030	32625	4264	8241
0	2	0	4852	0	0
0	4	0	0	0	3458
0	3	90	10109	0	0
0	12	855	3772	0	0
0	3	6091	32625	4223	8241
0	2	1970	32625	4223	8241
0	3	0	2222.5	0	0
0	6	0	7056	2993	8241
0	8	0	7910	0	0
0	11	109	2820	0	0
0	9	0	0	0	1110
0	2	1094	14153	0	0
0	7	0	6118	3292	1219
0	10	0	22723	4264	8241
0	2	0	22723	6864	17226
0	9	0	7705	0	0
0	19	2596	27824	4160	20120
0	21	0	459	0	0

0	19	0	8082	0	0
0	3	0	5148	2952	0
0	7	122.5	0	0	0
0	1	0	3404.25	0	0
0	2	0	518.4	2995.2	1267.2
0	14	0	3685	0	0
0	15	0	0	0	1115
0	9	0	4882	0	0
0	17	0	15513	0	0
0	3	0	0	1681	8241
0	23	0	10589	3120	11370
0	7	0	0	1189	7790
0	7	0	10840	0	0
0	7	0	25916.2	3348.8	1706.6
0	11	0	4765.5	0	0











Annual  
Accrued  
Benefit

70.20  
397.20  
34.80  
45.12  
54.36  
58.20  
137.76  
36.00  
34.08  
124.08  
373.20  
2,649.96  
1,533.00  
1,401.60  
6,460.56  
1,598.76  
1,423.56  
897.96  
1,817.76  
3,832.56  
4,374.84  
1,927.20  
2,146.20  
3,285.00  
1,554.96  
897.96  
2,978.40  
3,569.76  
5,869.20  
2,036.76  
6,192.00  
10,044.00  
8,593.20  
8,258.40

11,048.40  
8,035.20  
10,192.80  
9,002.40  
8,035.20  
9,783.60  
9,262.80  
9,448.80  
10,230.00  
8,704.80  
8,928.00  
10,639.20  
4,008.60  
1,886.40  
613.20  
1,702.56  
1,996.80  
1,635.60  
3,285.00  
4,253.76  
532.80  
1,390.80  
4,119.12  
4,815.24  
3,876.36  
1,812.00  
2,682.72  
2,376.00  
2,678.40  
1,543.20  
3,219.24  
1,923.96  
3,617.40  
895.80  
2,407.20  
1,560.00  
1,230.00  
1,782.00  
810.00  
343.20  
1,652.40  
2,083.20  
1,123.20

1,528.80  
939.60  
1,123.20  
4,032.00  
1,092.00  
346.56  
1,198.80  
3,088.80  
1,341.60  
4,166.40  
1,092.00  
1,248.00  
1,458.00  
1,331.64  
2,150.40  
1,848.00  
600.00  
1,500.00  
1,680.00  
3,460.80  
1,216.80  
1,185.60  
1,248.00  
2,184.00  
1,154.40  
1,123.20  
5,880.00  
873.60  
1,020.00  
1,248.00  
873.60  
3,796.80  
5,544.00  
1,123.20  
1,425.60  
4,401.60  
936.00  
1,445.64  
1,350.00  
1,749.60  
1,560.00  
1,522.80  
1,060.80

3,120.00  
900.00  
4,132.80  
6,451.20  
1,879.20  
1,341.60  
1,652.40  
2,323.20  
1,982.40  
1,248.00  
201.60  
998.40  
3,998.40  
4,065.60  
1,982.40  
1,814.40  
1,216.80  
2,184.00  
3,207.60  
1,528.80  
2,049.60  
3,864.00  
1,747.20  
780.00  
1,490.40  
930.00  
2,083.20  
1,050.00  
3,561.60  
756.00  
624.00  
1,216.80  
554.40  
510.00  
900.00  
2,150.40  
1,185.60  
1,814.40  
3,528.00  
1,620.00  
843.12  
1,092.00  
655.20

3,060.00  
485.76  
2,304.00  
443.52  
278.40  
6,138.00  
4,593.60  
680.40  
2,370.00  
348.00  
6,026.40  
4,438.80  
468.00  
7,291.20  
1,138.32  
1,974.00  
5,282.40  
7,626.00  
2,120.40  
7,700.40  
5,406.00  
2,880.00  
213.84  
5,654.40  
390.72  
2,365.20  
3,758.40  
3,499.20  
4,687.20  
7,440.00  
8,407.20  
580.32  
1,927.20  
328.56

America's Family Pension Plan  
Terminated Vested - Agway

0

NAME	Company	Sex	Born	Hired	Annual Accrued Benefit
	Agway	M			3,262.80
	Agway	M			4,139.28
	Agway	M			1,145.04
	Agway	M			88.68
	Agway	M			857.04
	Agway	M			1,291.80
	Agway	F			419.76
	Agway	M			9.84
	Agway	M			2,164.80
	Agway	M			6,105.96
	Agway	M			1,386.36
	Agway	M			599.76
	Agway	M			4,768.32
	Agway	M			1,066.08
	Agway	F			4,409.52
	Agway	F			2,471.04
	Agway	M			939.72
	Agway	M			3,857.76
	Agway	M			3,663.96
	Agway	M			1,955.40
	Agway	M			2,206.92
	Agway	M			1,826.28
	Agway	M			2,848.44
	Agway	M			805.80
	Agway	F			1,615.92
	Agway	M			6.12
	Agway	M			896.64
	Agway	M			1,835.64
	Agway	F			768.48
	Agway	M			10,948.92
	Agway	M			840.24
	Agway	F			1,997.76
	Agway	M			1,637.52
	Agway	M			1,126.68

Agway	M	788.52
Agway	F	314.04
Agway	F	1,598.88
Agway	M	59.28
Agway	M	830.64
Agway	M	368.64
Agway	M	521.64
Agway	M	28,502.28
Agway	M	1,158.48
Agway	M	1,518.60
Agway	M	1,419.24
Agway	M	717.72
Agway	M	580.68
Agway	M	9,765.60
Agway	M	1,517.76
Agway	M	1,089.00
Agway	F	868.68
Agway	M	775.44
Agway	M	42.36
Agway	F	471.48
Agway	M	2.88
Agway	F	834.48
Agway	F	762.24
Agway	M	154.08
Agway	M	1,471.68
Agway	M	5,699.52
Agway	M	18.60
Agway	M	29.40
Agway	F	839.28
Agway	F	3,133.92
Agway	M	2,130.84
Agway	M	55.80
Agway	M	1,530.00
Agway	M	2,871.12
Agway	M	16,803.96
Agway	M	57.12
Agway	M	841.92
Agway	M	2,712.24
Agway	M	826.44
Agway	M	704.28
Agway	M	1,296.24
Agway	M	990.48
Agway	M	4,618.08

	Agway	F	3,479.04
	Agway	M	17,443.08
	Agway	M	2,840.52
	Agway	F	149.88
	Agway	M	114.00
	Agway	M	3,481.08
	Agway	M	122.76
	Agway	M	1,811.16
	Agway	M	1,241.76
	Agway	M	1,142.04
	Agway	F	653.76
	Agway	M	1,359.48
	Agway	M	1,210.32
	Agway	M	290.76
	Agway	M	230.76
	Agway	M	1,308.84
	Agway	F	4,599.24
	Agway	M	494.52
	Agway	F	910.68
	Agway	M	660.36
	Agway	F	1,194.72
	Agway	M	78.72
	Agway	M	608.64
	Agway	M	2,728.80
	Agway	M	3,137.28
	Agway	M	1,201.44
	Agway	F	735.60
	Agway	M	174.96
	Agway	M	966.72
	Agway	F	62.76
	Agway	M	6,754.32
	Agway	F	1,333.92
	Agway	F	1,069.68
	Agway	M	40.08
	Agway	M	1,414.56
	Agway	F	724.56
	Agway	M	2.28
	Agway	M	564.24
	Agway	F	93.12
	Agway	M	1,047.72
	Agway	M	904.08
	Agway	M	189.12
	Agway	M	1,800.36

Agway	M	709.44
Agway	M	917.16
Agway	F	18.96
Agway	M	1,909.20
Agway	M	2,441.40
Agway	F	196.32
Agway	M	795.36
Agway	F	6,297.48
Agway	F	1,255.20
Agway	M	658.56
Agway	F	25.80
Agway	M	2.04
Agway	M	433.92
Agway	M	4.56
Agway	M	906.60
Agway	M	4,445.04
Agway	M	11,760.00
Agway	M	675.96
Agway	F	754.68
Agway	M	39.48
Agway	F	1,897.56
Agway	M	21,951.24
Agway	M	6,169.44
Agway	M	3,625.92
Agway	M	1,242.12
Agway	M	956.76
Agway	F	7,159.92
Agway	M	6,878.76
Agway	M	615.72
Agway	M	795.24
Agway	M	74.88
Agway	F	1,533.96
Agway	F	984.12
Agway	M	611.16
Agway	M	2,748.60
Agway	M	7,494.00
Agway	M	1,012.68
Agway	M	1,231.20
Agway	M	12,116.64
Agway	F	887.28
Agway	M	2,925.36
Agway	F	3,190.56
Agway	M	1,606.68

Agway	M	4,580.88
Agway	M	12,114.00
Agway	M	15.36
Agway	M	230.40
Agway	F	2,799.96
Agway	F	1,521.60
Agway	F	2.88
Agway	F	2,280.36
Agway	M	897.48
Agway	M	2,225.88
Agway	M	1,918.20
Agway	M	1,422.48
Agway	M	1,138.68
Agway	M	2,141.52
Agway	M	575.40
Agway	M	1,660.92
Agway	M	1,890.72
Agway	M	1,319.28
Agway	M	752.88
Agway	M	1,478.16
Agway	M	1,006.32
Agway	F	11.88
Agway	M	2,708.28
Agway	F	7,869.48
Agway	M	242.52
Agway	M	1,723.32
Agway	F	1,527.00
Agway	F	1,161.96
Agway	F	802.80
Agway	M	280.68
Agway	M	672.48
Agway	F	1,854.96
Agway	F	1,607.64
Agway	M	1,207.56
Agway	F	799.92
Agway	M	2,552.04
Agway	F	1,077.60
Agway	F	1,314.36
Agway	M	1,170.84
Agway	M	677.16
Agway	M	4,374.60
Agway	F	5,366.52
Agway	M	6,102.00

Agway	M	1,094.16
Agway	F	4,144.08
Agway	F	1,238.04
Agway	M	12,979.92
Agway	M	629.76
Agway	F	724.92
Agway	M	841.44
Agway	M	7,498.68
Agway	M	18,178.92
Agway	M	841.44
Agway	M	1,555.68
Agway	M	655.08
Agway	M	3,724.20
Agway	M	1,716.36
Agway	M	2,277.72
Agway	M	2,755.32
Agway	M	1,947.48
Agway	M	6,776.76
Agway	M	5,985.00
Agway	M	315.00
Agway	M	7,792.56
Agway	M	3,332.40
Agway	M	6,258.00
Agway	M	1,604.40
Agway	M	1,451.76
Agway	M	605.76
Agway	M	3,396.24
Agway	M	2,623.20
Agway	M	2,429.76
Agway	M	988.56
Agway	F	1,855.08
Agway	M	882.60
Agway	F	1,144.92
Agway	M	61.32
Agway	M	746.52
Agway	F	599.16
Agway	F	2,594.04
Agway	M	1,834.68
Agway	F	922.44
Agway	M	9,074.28
Agway	M	718.80
Agway	M	760.32
Agway	M	3,298.08

Agway	M	1,264.68
Agway	M	2,610.12
Agway	M	678.72
Agway	M	13,650.84
Agway	M	760.44
Agway	M	1,381.92
Agway	F	5,024.52
Agway	M	1,472.76
Agway	M	787.92
Agway	M	1,288.44
Agway	M	1,037.28
Agway	M	1,541.28
Agway	F	1,463.16
Agway	M	938.76
Agway	M	943.68
Agway	M	883.32
Agway	M	797.88
Agway	M	653.52
Agway	M	621.36
Agway	M	3,220.56
Agway	M	1,695.24
Agway	M	607.08
Agway	M	769.20
Agway	M	915.84
Agway	F	2,906.64
Agway	M	21.84
Agway	M	1,030.80
Agway	M	3,202.92
Agway	M	863.28
Agway	M	1,299.96
Agway	F	1,134.24
Agway	M	591.36
Agway	M	1,288.44
Agway	M	617.04
Agway	M	3,213.60
Agway	M	2,667.36
Agway	M	1,282.56
Agway	M	582.00
Agway	M	694.80
Agway	M	943.08
Agway	F	904.68
Agway	M	38.64
Agway	M	3,050.88

Agway	F	945.72
Agway	M	632.88
Agway	M	4,032.48
Agway	M	555.12
Agway	M	23.04
Agway	M	838.68
Agway	M	1,747.32
Agway	F	9.36
Agway	F	11.64
Agway	F	816.36
Agway	M	15.48
Agway	M	630.72
Agway	M	800.16
Agway	M	1,666.80
Agway	F	2,267.16
Agway	M	876.84
Agway	M	1,373.16
Agway	M	1,156.08
Agway	M	1,119.60
Agway	M	862.80
Agway	F	214.32
Agway	M	872.76
Agway	M	676.68
Agway	M	934.20
Agway	M	1,230.48
Agway	F	73.80
Agway	F	826.68
Agway	M	14,545.20
Agway	M	2,407.56
Agway	M	1,459.32
Agway	F	142.92
Agway	M	883.08
Agway	M	13,372.44
Agway	M	803.52
Agway	M	847.56
Agway	M	1,905.84
Agway	F	897.00
Agway	M	661.20
Agway	M	645.12
Agway	M	712.32
Agway	M	604.08
Agway	M	964.68
Agway	F	291.96



Agway  
Agway

M  
M



604.68  
1,347.12



















**RESTATEMENT  
OF THE  
AMERICA'S FAMILY DEFINED BENEFIT  
RETIREMENT PLAN**

This Plan, as previously adopted as of December 3, 1968 by the then Trustees, under an Agreement and Declaration of Trust entered into by and between Local 55 U.A.W. and certain contributing Employers establishing the Local 55 U.A.W. Area Wide Retirement Income Fund (now, the America's Family Benefit Retirement Fund, hereinafter referred to as the "Fund"), and as most recently amended and restated by the Trustees under such Agreement and Declaration of Trust on July 30, 1985, October 27, 1988, and May 19, 1993, is hereby again amended and restated.

Whereas, the Trustees have heretofore adopted this Plan as above described, for the benefit of the Employees of contributing Employers who have agreed to make contributions to the Fund on such Employees' behalf, and

Whereas, the Trustees now desire to amend and restate the Plan as previously in effect to change the name of the Plan to the America's Family Benefit Retirement Plan, to conform the Plan to the changes required by the various legislative enactment listed under Article I below, and to incorporate certain provisions of the several plans with which this Plan has since been merged, specifically, the Eastman Machine Company Pension Plan for Bargaining Unit Employees, and the frozen Clearing-Niagara, Inc. Union Pension Plan and LeRoy Industries, Inc. Pension Plans (Provisions Pertaining to U.A.W. Bargaining Unit Employees of LeRoy Machine Company, a division of LeRoy Industries, Inc.; Provisions Pertaining to Non-Union Employees; and Provisions Pertaining to U.A.W. Bargaining Unit Employees of York Merit Products, Inc.);

Now, therefore, effective as of January 1, 1999 except as otherwise hereinafter specifically provided, the Trustees in accordance with the provisions of the Agreement and Declaration of Trust and this Plan pertaining to the amendment hereof, hereby amend this Plan in its entirety, and restate it to provide as follows:

**ARTICLE I  
PURPOSE**

This Plan is established for the exclusive benefit of the Employees who qualify under the terms and conditions hereof and their Beneficiaries, and is intended to meet the requirements of Sections 401(a) and 501(a) of the Internal Revenue Code of 1986, as amended, and to conform to the changes required by the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), the Uruguay Round Agreements Act of 1994 (GATT), the Small Business Job Protection Act of 1996 (SBJPA '96), the Taxpayer Relief Act of 1997 (TRA '97), the Internal Revenue Restructuring Act of 1998 (RRA '98), the Community Renewal Tax Relief Act of 2000 (CRA), the Economic Growth and Tax Relief Reconciliation Act of 2001 (EGTRRA), the Job Creation and Worker Assistance Act of 2002 (JCWAA), and all other applicable laws, regulations, and administrative authority.

However, except as otherwise specifically provided herein, the provisions of this Plan as hereinafter restated shall apply only to Employees who are in the employ of an Employer on or after January 1, 1999, the effective date of this restatement of the Plan, and the rights and benefits, if any, of a former Employee most recently employed prior to that date shall be determined in accordance with the prior provisions of the Plan, as originally in effect on December 3, 1968, and amended to the date his employment terminated.

## ARTICLE II DEFINITIONS

### § 2.1 *Accrued Benefit*

“Accrued Benefit” means the value of the Past and Future Service Benefits provided under the terms of the Plan to a Participant or Beneficiary (or, in the case of an Eastman Machine Participant or Beneficiary, the value of the Eastman Machine Plan Benefits and Future Service Benefits so provided).

For determinations made after December 31, 2009, the normal form of benefit shall be an immediate single life annuity beginning as of the first day of the month following the month in which the Participant attains Normal Retirement Age. For determinations made before January 1, 2010, the normal form of benefit shall be a single lump-sum amount (except for Eastman Machine Plan Benefits accruing prior to October 16, 2007, as to which the normal form of benefit shall nevertheless be an immediate single life annuity) payable as of the first day of the month following the month in which the Participant attains Normal Retirement Age. The Accrued Benefit may be expressed in a form which is the actuarial equivalent of the normal form of benefit, including the actuarially equivalent present value of benefits provided under the terms of the Plan.

Notwithstanding the above, the Accrued Benefit under the Clearing-Niagara, Inc. Union Pension Plan and the LeRoy Industries, Inc. Pension Plans (Provisions Pertaining to U.A.W. Bargaining Unit Employees of LeRoy Machine Company, a division of LeRoy Industries, Inc.; Provisions Pertaining to Non-Union Employees; and Provisions Pertaining to U.A.W. Bargaining Unit Employees of York Merit Products, Inc.) is the benefit frozen under such plans at the time of their merger with this Plan.

### § 2.2 *Active Participant*

“Active Participant” means a Participant who is (i) employed in a classification of employment with his Employer for which contributions are required to be made to the Fund, or (ii) laid-off from such a position, continues on lay-off status pursuant to the terms of the Collective Bargaining Agreement, and has not yet attained the second anniversary of the date on which he was laid-off.

### § 2.3 Actuarial Equivalent

“Actuarial Equivalent” means a form of benefit differing in time, period or manner of payment from a specified form of benefit provided under the Plan, but having the same value when calculated, subject to the following provisions of this Section 2.3, using an interest rate of 8.5 percent compounded annually and the 1983 Group Annuity Mortality Table. However, for annuity starting dates occurring before January 1, 2010, again subject to the following provisions of this Section 2.3, an interest rate of 7.0 percent and the 1951 Group Annuity Mortality Table shall be used if the result is a higher benefit.

A. Pre-GATT interest and mortality assumptions. The foregoing factors shall be utilized whenever in the administration of the Plan a calculation of actuarial equivalence is to be made. However, notwithstanding the foregoing, for determinations made for annuity starting dates contained in Plan Years starting prior to January 1, 2000, the interest rate utilized to determine the present value of an Accrued Benefit, or to determine the amount of any distribution (other than a nondecreasing annuity payable for a period not less than the life of the Participant, or, in the case of a Qualified Pre-Retirement Survivor Annuity, the life of the Surviving Spouse) shall either be the interest rate specified above in this Section 2.3 or the Code Section 417 Interest Rate(s), whichever produces the greater benefit. The Code Section 417 Interest Rate(s) are:

(i) the Pre-GATT Applicable Interest Rate if the present value of the Accrued Benefit (calculated using such rates) is not in excess of \$25,000, or

(ii) 120% of the Pre-GATT Applicable Interest Rate if the present value of the Accrued Benefit exceeds \$25,000 (as determined under clause (i) above). In no event shall the present value determined under this clause (ii) be less than \$25,000.

The Pre-GATT Applicable Interest Rate is the interest rate(s) which would be used as of the first day of the Plan Year which contains the annuity starting date by the Pension Benefit Guaranty Corporation (PBGC) for a trustee single-employer plan to value a benefit upon termination of an insufficient trustee single-employer plan. These Code Section 417 Interest Rate limitations shall apply to distributions in Plan Years beginning after December 31, 1984. Notwithstanding the foregoing, the Code Section 417 Interest Rate limitations shall not apply to any distributions commencing in Plan Years beginning before January 1, 1987, if such distributions were determined in accordance with the interest rate(s) as required by Treasury Regulations section 1.417(c)-1T(c) (including the Pension Benefit Guaranty Corporation immediate interest rate).

B. GATT interest and mortality assumptions. For Plan Years beginning after December 31, 1999 and before January 1, 2004, the following interest and mortality assumptions stated below will apply. If the provisions below replace a non-PBGC interest rate as provided under the Plan prior to the effective date in the preceding sentence, for benefits payable as other than a non-decreasing annuity, the portion of the benefit accrued as of the day before such effective date will be no less than the benefit determined using the interest rate and associated mortality table then in effect. An interest rate is based on the PBGC interest rate if the interest rate was defined as a specified percentage of the PBGC interest rate, the PBGC interest rate

minus a specified number of basis points, or an average of such interest rates over a specified period.

(i) Except to the extent that a Participant's benefits are suspended in accordance with the suspension of benefits rules in Section 11.1, the amount of any form of benefit under the terms of this Plan will be the actuarial equivalent of the Participant's accrued benefit in the normal form commencing at normal retirement age.

(ii) Special rules:

(1) Except as provided in subparagraph (II), actuarial equivalence will be determined on the basis of the Applicable Mortality Table and Applicable Interest Rate, or if it produces a higher benefit, the 1951 Group Annuity Mortality Table (Male) and an interest rate assumption of 7.0 percent, compounded annually.

(2) Notwithstanding subparagraph (I), for purposes of determining the amount of a distribution in a form other than an annual benefit that is non-decreasing for the life of the Participant or, in the case of a qualified pre-retirement survivor, non-decreasing for the life of the Participant's spouse; or that decreases during the life of the Participant merely because of the death of the surviving annuitant (but only if the reduction is to a level not below 50% of the annual benefit payable before the death of the surviving annuitant) or merely because of the cessation or reduction of Social Security supplements or qualified disability payments, actuarial equivalence will be determined on the basis of the Applicable Mortality Table and Applicable Interest Rate under Code Section 417(e), if it produces a benefit greater than that determined under the preceding paragraph.

The preceding two paragraphs will not apply to the extent they would cause the plan to fail to satisfy the requirements of Article IX.

(iii) The Applicable Interest Rate is the rate of interest on 30-year Treasury securities as specified by the Commissioner for the look-back month for the stability period. The look-back month applicable to the stability period is the second calendar month preceding the first day of the stability period. The stability period is the successive period of one Plan Year that contains the annuity starting date for the distribution and for which the Applicable Interest Rate remains constant. A plan amendment that changes the date for determining the Applicable Interest Rate (including an indirect change as a result of a change in Plan Year), shall not be given effect with respect to any distribution during the period commencing one year after the later of the amendment's effective date or adoption date, if, during such period and as a result of such amendment, the Participant's distribution would be reduced.

(iv) The Applicable Mortality Table used for purposes of adjusting any benefit or limitation under Code Section 415(b)(2)(B), (C), or (D) as set forth in Article VI of the Plan must satisfy the requirements of Code Section 417(e)(3).

(v) The provisions of Subsections (i)-(vi) relating to the Applicable Interest Rate and Applicable Mortality Table respectively, shall apply to distributions in plan years beginning after December 31, 1999.

(vi) Notwithstanding Subsection (v), with respect to distributions as to which the annuity starting date was after the last day of the last Plan Year which began before January 1, 2000 but before the actual date of amendment of the Plan to adopt the Applicable Interest Rate and Applicable Mortality Table, the amount of the benefit shall be the greater of the amount determined under the applicable actuarial assumptions in effect before said amendment and the Applicable Interest Rate and Applicable Mortality Table.

C. Pension Funding Equity Act interest and mortality assumptions. Except as otherwise hereinafter provided, effective for distributions in Plan Years beginning after December 31, 2003, the required determination of actuarial equivalence of forms of benefit other than a single life annuity shall be made in accordance with the following rules.

(i) The "Applicable Mortality Table" as defined in this Section 2.3 means the applicable mortality table within the meaning of Code section 417(e)(3)(B). Except as provided by the Pension Benefit Guaranty Corporation (PBGC) and the Internal Revenue Service, the limitations of this paragraph shall first apply in determining the amount payable to a Participant having an annuity starting date in a Plan Year beginning on or after January 1, 2008. For purposes of the Plan's provisions relating to the calculation of the present value of a benefit payment that is subject to Code section 417(e), any provision directly or indirectly prescribing the use of the mortality table described in Revenue Ruling 2001-62 shall be amended to prescribe the use of the Applicable Mortality Table within the meaning of Code section 417(e)(3)(B), as initially described in Revenue Ruling 2007-67.

(ii) The following benefit forms are not subject to the present value rules of Code section 417(e)(3).

(1) The single life annuity that is actuarially equivalent to the Participant's form of benefit shall be determined under this paragraph (ii) if the form of the Participant's benefit is either:

(I) A nondecreasing annuity (other than a single life annuity) payable for a period of not less than the life of the Participant (or, in the case of a qualified pre-retirement survivor annuity, the life of the surviving spouse), or

(II) An annuity that decreases during the life of the Participant merely because of (a) the death of the survivor annuitant (but only if the reduction is not below 50% of the benefit payable before the death of the survivor annuitant), or (b) the cessation or reduction of Social Security supplements or qualified disability payments (as defined in CODE section 401(a)(11)).

(2) For limitation years beginning before July 1, 2007, the actuarially equivalent single life annuity is equal to the annual amount of the single life annuity commenc-

ing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit computed using whichever of the following produces the greater annual amount:

(I) the interest rate and the mortality table (or other tabular factor) specified in the Plan for adjusting benefits in the same form; and

(II) a 5% interest rate assumption and the "applicable mortality table" defined in the Plan for that annuity starting date.

(3) For limitation years beginning on or after July 1, 2007, the actuarially equivalent single life annuity is equal to the greater of:

(I) The annual amount of the single life annuity (if any) payable to the Participant under the Plan commencing at the same annuity starting date as the Participant's form of benefit; and

(II) The annual amount of the single life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit, computed using a 5% interest rate assumption and the applicable mortality table defined in the Plan for that annuity starting date.

(iii) Benefit forms subject to the present value rules of CODE section 417(e)(3).

(1) The single life annuity that is actuarially equivalent to the Participant's form of benefit shall be determined as indicated under this Subsection (iii) if the form of the Participant's benefit is other than a benefit form described in Subsection (ii) above.

(2) Except as provided in Subsection (iii)(2), if the annuity starting date of the Participant's form of benefit is in a Plan Year beginning after December 31, 2005, the actuarially equivalent single life annuity is equal to the greatest of:

(I) The annual amount of the single life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit, computed using the interest rate and the mortality table specified in the Plan for adjusting benefits in the same form;

(II) The annual amount of the single life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit, computed using a 5.5% interest rate assumption and the Applicable Mortality Table for the distribution under Treasury Regulations section 1.417(e)-1(d)(2); and

(III) The annual amount of the single life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit, computed for distribution under Treasury Regulations section 1.417(e)-1(d)(3) and the Applicable Mortality Table for the distribution under Treasury Regulations section 1.417(e)-1(d)(2), divided by 1.05.

The effective date of the applicable mortality table above is for years beginning after December 31, 2008.

(3) If the annuity starting date of the Participant's form of benefit is in a Plan Year beginning in 2004 or 2005, the actuarially equivalent single life annuity is equal to the annual amount of the single life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit, computed using whichever of the following produces the greater annual amount:

(I) The interest rate and the mortality table (or other tabular factor) specified in the Plan for adjusting benefits in the same form; and

(II) A 5.5% interest rate assumption and the applicable mortality table for the distribution under Treasury Regulations section 1.417(e)-1(d)(2).

(iv) In determining the Applicable Interest Rate, except as provided by the Pension Benefit Guaranty Corporation (PBGC) and IRS, the limitations of this Subsection (iv) shall first apply in determining the amount payable to a Participant having an annuity starting date in a Plan Year beginning on or after January 1, 2008. For purposes of the Plan's provisions relating to the calculation of the present value of a benefit payment that is subject to Code section 417(e), any provision prescribing the use of the annual rate of interest on 30-year U.S. Treasury securities shall be implemented by instead using the rate of interest determined by the Applicable Interest Rate described by Code section 417(e) after its amendment by the Pension Protection Act of 2006. The Applicable Interest Rate shall be the adjusted first, second, and third segment rates applied under the rules similar to the rules of Code section 430(h)(2)(C) for the look-back period, which is the second calendar month preceding the first day of the stability period before the first day of the Plan Year (stability period) in which the annuity starting date occurs. For this purpose, the first, second, and third segment rates are the first, second, and third segment rates which would be determined under Code section 430(h)(2)(C) if:

(1) Code section 430(h)(2)(D) were applied by substituting the average yields for the month described in the preceding paragraph for the average yields for the 24-month period described in such section, and

(2) Code section 430(h)(2)(G)(i)(II) were applied by substituting "Section 417(e)(3)(A)(ii)(II)" for "Section 412(b)(5)(B)(ii)(II)," and

(3) The applicable percentage under Code section 430(h)(2)(G) is treated as being 20% in 2008, 40% in 2009, 60% in 2010, and 80% in 2011.

However, this Section 2.3 does not supersede any prior election to apply the transition rule of section 101(d)(3) of the Pension Funding Equity Act of 2004 as described in Notice 2004-78.

#### § 2.4 Administrator

“Administrator” means the person designated by the Trustees to administer the Plan on behalf of the Trustees.

### § 2.5 *Affiliated Employer*

“Affiliated Employer” means any corporation which is a member of a controlled group of corporations (as defined in Code Section 414(b)) which includes the Employer; any trade or business (whether or not incorporated) which is under common control (as defined in Code Section 414(c)) with the 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 the Employer; and any other entity required to be aggregated with the Employer pursuant to regulations under Code Section 414(o).

### § 2.6 *Annual Compensation*

“Annual Compensation” means compensation as that term is defined in Section 9.2 B. Except as provided elsewhere in this Plan, compensation shall include only that compensation which is actually paid to the Participant during the Plan Year.

If the compensation for any prior Plan Year is taken into account in determining an Employee's contribution or benefits for the current year, the compensation for such prior year is subject to the applicable annual limit on compensation in effect for that prior year.

The Annual Compensation of each Participant taken into account in determining benefit accruals in any Plan Year beginning on or after January 1, 2002, shall not exceed \$200,000. Annual Compensation means compensation during the Plan Year or such other consecutive 12-month period over which compensation is otherwise determined (the determination period). The \$200,000 limit on Annual Compensation shall be adjusted for cost-of-living increases in accordance with Code Section 401(a)(17)(B). 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. For purposes of determining benefit accruals in a Plan Year beginning after December 31, 2001, compensation for any prior determination period shall be limited to \$150,000 for any determination period beginning in 1996 or earlier; \$160,000 for any determination period beginning in 1997, 1998 or 1999; and \$170,000 for a determination period beginning in 2000 or 2001.

If the period for determining compensation used in calculating an Employee's allocation for a determination period is a short Plan Year (i.e., shorter than 12 months), the annual limit on compensation is an amount equal to the otherwise applicable annual limit on compensation multiplied by the fraction, the numerator of which is the number of months in the short Plan Year, and the denominator of which is 12.

If the Plan determines compensation on a period of time that contains fewer than 12 calendar months, then the annual limit on compensation is an amount equal to the annual limit on compensation for the calendar year in which the compensation period begins multiplied by the ratio obtained by dividing the number of full months in the period by 12.

### § 2.7 *Annuity Starting Date*

“Annuity Starting Date” means the first day of the first period for which an amount is paid as an annuity or any other form.

### § 2.8 *Beneficiary*

"Beneficiary" means any person, estate or trust who by operation of law, or under the terms of the Plan, or otherwise, is entitled to receive any Accrued Benefit or portion thereof of a Participant under the Plan. A “designated Beneficiary” is any individual designated or determined in accordance with Section 7.8, who is designated by the Participant (or by the Participant's surviving spouse) as the beneficiary of all or part of the Participant's interest under the Plan and who is the designated beneficiary under Code section 401(a)(9) and Treasury Regulation section 1.401(a)(9)-4.

### § 2.9 *Code*

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

### § 2.10 *Collective Bargaining Agreement*

“Collective Bargaining Agreement” means any agreement or agreements in force and effect between a Union and any Employer, which agreement or agreements provide for the payment of periodic contributions by the Employer to the Fund.

### § 2.11 *Covered Employment*

"Covered Employment" means employment for which contributions are required, in a Collective Bargaining Agreement between the Employer and the Union or other agreement between the Employer and the Trustees, to be made to the Fund.

### § 2.12 *Early Retirement Date*

"Early Retirement Date" means any first of the month that is prior to a Participant's attaining Normal Retirement Age, and that follows the date on which he has both (i) attained his 60th birthday (his 62nd birthday for early retirements before October 16, 2007) and (ii) completed 6 years of Vesting Service. An Eastman Machine Participant shall also be eligible to retire on an Early Retirement Date if he has attained his 60th birthday, and in lieu of 6 years of Vesting Service, has completed 10 years of “Credited Service” as determined under the terms of the Eastman Machine Plan (which Credited Service, for this purpose only, may extend beyond October 15, 2007).

§ 2.13 *Eastman Machine Plan*

“Eastman Machine Plan” means the Eastman Machine Company Pension Plan for Bargaining Unit Employees, which was merged into this Plan as of December 28, 2004, but the provisions of which nevertheless continued to apply to participants (and beneficiaries) of such plan through October 15, 2007.

§ 2.14 *Eastman Machine Plan Benefit*

“Eastman Machine Plan Benefit” means the benefit, described in Section 5.4 below, that an Eastman Machine Participant has accrued under the terms of the Eastman Machine Plan as of October 15, 2007.

§ 2.15 *Eastman Machine Participant*

“Eastman Machine Participant” means a Participant who, as of October 15, 2007, had accrued a benefit under the terms of the Eastman Machine Plan not previously forfeited pursuant to the break in service rules of that plan.

§ 2.16 *Effective Date*

"Effective Date" means October 15, 2007 in the case of Eastman Machine Company, and in the case of any other Employer, the date as of which the Employer becomes obligated to make contributions to the Fund on behalf of its Employees, either pursuant to a Collective Bargaining Agreement between the Employer and the Union, or under an agreement between the Employer and the Trustees.

§ 2.17 *Eligible Employee*

“Eligible Employee” means all persons covered by a Collective Bargaining Agreement between the Employer and the Union or other agreement between the Employer and the Trustees providing for periodic contribution to the Fund. Employees of Affiliated Employers shall not be eligible to participate unless such Affiliated Employers have specifically adopted this Plan in writing.

§ 2.18 *Employee*

“Employee” means any person who is employed by an Employer or Affiliated Employer, or any other employer required to be aggregated with such Employer under Code Sections 414(b), (c), (m) or (o), but excludes any person who is an independent contractor. The term Employee shall include any individual who would be an Employee but who is on a Leave of Absence, and any Leased Employee deemed to be an Employee of any Employer as provided in Code Sections 414(n) or (o).

The term “Leased Employee” means any person (other than an employee of the recipient) who, pursuant to an agreement between the recipient and any other person (“leasing organization”), has performed services 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 by the recipient Employer. Contributions or benefits provided a Leased Employee by the leasing organization that are attributable to services performed for the recipient Employer shall be treated as provided by the recipient Employer.

However, a Leased Employee shall not be considered an Employee of the recipient Employer if: (i) such employee is covered by a money purchase pension plan providing: (1) a nonintegrated employer contribution rate of at least 10% of Compensation, as defined in Code Section 415(c)(3), but including amounts contributed pursuant to a salary reduction agreement which are excludable from the employee's gross income under Code Section 125, Code Section 132(f)(4) (for Plan Years beginning after December 31, 2000), Code Section 402(e)(3), Code Section 402(h), or Code Section 403(b), (2) immediate participation, and (3) full and immediate vesting; and (ii) leased employees do not constitute more than 20% of the recipient's nonhighly compensated workforce.

#### *§ 2.19 Employer*

"Employer" means an employer who has duly executed a Collective Bargaining Agreement providing for the payment of periodic contributions by the Employer to the Fund, or who has entered into an agreement with the Trustees providing for such contributions by the Employer to the Fund. The term "Employer" also includes the Fund itself, its related Welfare and 401(k) Funds, and Amalgamated Local 55, United Automobile, Aerospace & Agricultural Implement Workers of America (UAW).

#### *§ 2.20 ERISA*

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended from time to time.

#### *§ 2.21 Family Member*

"Family Member" means the spouse, lineal ascendants and descendants of the Employee or former Employee and the spouses of such lineal ascendants and descendants. However, for Plan Years beginning after December 31, 1996, the term "Family Member" shall be deleted from the Plan and provisions which apply solely because a Participant is a Family Member will no longer apply.

#### *§ 2.22 Fund*

"Fund" means the America's Family Defined Benefit Retirement Fund, the trust fund in which the assets of this Plan are held.

#### *§ 2.23 Future Service Benefit*

"Future Service Benefit" means the benefit accrued with respect to a Participant's employment with his Employer after the Employer's Effective Date, as described in Section 5.2 below. For annuity starting dates after December 31, 2012, the Future Service Benefit ("new"

Future Service Benefit) is described in terms of a single life annuity; for annuity starting dates before January 1, 2013, the Future Service Benefit ("old" Future Service Bene-fit) is described as a cash lump-sum amount.

#### § 2.24 *Highly Compensated Employee*

"Highly Compensated Employee" means a highly compensated active employee and a highly compensated former employee.

For this purpose the applicable year of the Plan for which a determination is being made is called a determination year and the preceding 12-month period is called a look-back year. The determination year shall be the Plan Year, and the look-back year shall be the 12-month period immediately preceding the determination year.

For Plan Years before 1997, a highly compensated active employee includes any Employee who performs service for the Employer during the determination year and who, during the look-back year: (i) received compensation from the Employer in excess of \$75,000 (as adjusted pursuant to Code section 415(d)); (ii) received compensation from the Employer in excess of \$50,000 (as adjusted pursuant to Code section 415(d)) and was also a member of the top-paid group for such year; or (iii) was an officer of the Employer or an Affiliated Employer and received compensation during such year that is greater than 50% of the dollar limitation in effect under Code section 415(b)(1)(A). The term "highly compensated active employee" also includes: (i) Employees who are both described in the preceding sentence if the term "determination year" is substituted for the term "look-back year" and the employee is one of the 100 Employees who received the most compensation from the Employer or an Affiliated Employer during the determination year; and (ii) Employees who are 5-percent owners (as defined in Code section 416(i)(1)(B)) at any time during the look-back year or determination year.

If no officer has satisfied the compensation requirement of (iii) above during either a determination year or look-back year, the highest paid officer for such year shall be treated as a Highly Compensated Employee.

Effective for years beginning after December 31, 1996, the term Highly Compensated Employee means any Employee who: (1) was a 5-percent owner (as defined in Code section 416(i)(1)(B)) at any time during the Plan Year or the preceding Plan Year, or (2) for the preceding Plan Year had compensation from the Employer in excess of \$80,000. The \$80,000 amount is adjusted at the same time and in the same manner as under Code section 415(d), except that the base period is the calendar quarter ending September 30, 1996.

For purposes of this Section, "compensation" includes amounts deferred pursuant to Code section 402(e)(3) (with respect to cash or deferred arrangements as defined in Code section 401(k)(2)), Code section 402(h)(1)(B) (with respect to simplified employee pension plans) or Code section 403(b), Code section 408(p) (with respect to simple retirement accounts), or Code section 457(b) or contributed to any welfare benefit plans maintained by the Employer through a reduction in the Employee's compensation which, pursuant to Code section 125(a) or Code

section 132(f)(4), are not included in the gross income of the Employee for the taxable year in which such amounts are contributed.

The determination of whether an individual is a highly compensated former employee is based on the rules applicable to determining Highly Compensated Employee status as in effect for that determination year, in accordance with section 1.414(q)-1T, A-4 of the temporary Income Tax Regulations and Notice 97-45.

In determining whether an Employee is a Highly Compensated Employee for years beginning in 1997, the amendments to Code section 414(q) stated above are treated as having been in effect for years beginning in 1996.

A highly compensated former employee includes any Employee who separated from service (or was deemed to have separated) prior to the determination year, performs no service for the Employer during the determination year, and was a highly compensated active employee for either the separation year or any determination year ending on or after the Employee's 55th birthday.

Effective for Plan Years beginning before January 1, 1997, if an Employee is, during a determination year or look-back year, a Family Member of either a 5-percent owner who is an active or former Employee or a Highly Compensated Employee who is one of the 10 most Highly Compensated Employees ranked on the basis of compensation paid by the Employer or Affiliated Employer during such year, then the Family Member and the 5-percent owner or top-ten Highly Compensated Employee shall be aggregated. In such case, the Family Member and 5-percent owner or top-ten Highly Compensated Employee shall be treated as a single Employee receiving compensation and plan contributions or benefits, as applicable, equal to the sum of such compensation and contributions or benefits, as applicable, of the Family Member and 5-percent owner or top-ten Highly Compensated Employee.

The determination of who is a Highly Compensated Employee, including the determinations of the number and identity of Employees in the top-paid group, the top 100 Employees, the number of Employees treated as officers, and the compensation that is considered, will be made in accordance with Code section 414(q) and the regulations thereunder.

#### § 2.25 *Hour of Service*

“Hour of Service” means:

A. Hours Directly or Indirectly Paid. Each hour for which an Employee is directly or indirectly paid, or entitled to payment, for the performance of duties for the Employer. These hours will be credited to the Employee for the computation period in which the duties are performed;

B. Hours for which no Duties Are Performed. Each hour for which an Employee is paid, or entitled to payment, by the Employer on account of a period of time during which no duties are performed (irrespective of whether the employment relationship has terminated) due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military

duty or Leave of Absence. However, notwithstanding the preceding sentence, no more than 501 Hours of Service will be credited under this Subsection B for any single continuous period (whether or not such period occurs in a single computation period), and hours under this Subsection B will be calculated and credited pursuant to section 2530.200b-2 of the Department of Labor Regulations which is incorporated herein by this reference; and

C. Back Pay. Each hour for which back pay, irrespective of mitigation of damages, is either awarded or agreed to by the Employer. However, the same Hours of Service will not be credited both under Subsection A or Subsection B above, as the case may be, and also under this Subsection C. These hours will be credited to the Employee for the computation periods to which the award or agreement pertains rather than the computation period in which the award, agreement or payment is made.

Hours of Service will be credited for employment with other members of an affiliated service group (under Code Section 414(m)), a controlled group of corporations (under Code Section 414(b)), or a group of trades or businesses under common control (under Code Section 414(c)) of which the Employer is a member, and any other entity required to be aggregated with the Employer pursuant to Code Section 414(o). Hours of service will also be credited for any individual considered an Employee for purposes of this Plan under Code Sections 414(n) or 414(o).

Hours of Service credited under the Eastman Machine Plan on or before October 15, 2007 shall also be considered Hours of Service under this Plan.

#### *§ 2.26 Normal Retirement Age*

"Normal Retirement Age" means the later of (i) a Participant's 65th birthday, and (ii) the 5th anniversary of the date on which he became a Participant in this Plan, or in the case of an Eastman Machine Participant, became a Participant in the Eastman Machine Plan, if earlier. However, a Participant who has no vested interest in his Accrued Benefit, and who relies on the "5th anniversary rule" must be an "Active Participant," as described in Section 2.2 above, at sometime either on or after such 5th anniversary.

#### *§ 2.27 Normal Retirement Benefit*

"Normal Retirement Benefit" means that benefit described in Section 5.1, payable to the Participant at Normal Retirement Age.

#### *§ 2.28 Participant*

"Participant" means any Employee who has become a Participant in the Plan as provided in Sections 3.1, 3.2 and 3.3 below, who has not subsequently ceased to be a Participant in accordance with Section 3.4 below.

### § 2.29 *Past Service*

"Past Service" means the years and fractions of years of an Employee's employment with his Employer prior to the Employer's Effective Date, as determined under Section 4.2 and credited to the Participant under Section 4.3 below.

### § 2.30 *Past Service Benefit*

"Past Service Benefit" means the benefit awarded to a Participant with respect to credited Past Service, as described in Section 5.3 below. For annuity starting dates after December 31, 2012, the Past Service Benefit ("new" Past Service Benefit) is described in terms of a single life annuity; for annuity starting dates before January 1, 2013, the Past Service Benefit ("old" Past Service Benefit) is described as a single lump sum amount.

### § 2.31 *Plan*

"Plan" means the America's Family Benefit Retirement Plan as herein stated, and as amended from time to time, which is the plan of pension benefits of the Local 55 U.A.W. Area Wide Retirement Income Fund.

This Plan has been merged with the Eastman Machine Plan, the then active participants of which continue as Participants under the terms of this Plan. This Plan hereby incorporates all provisions of the said Eastman Machine Plan not specifically restated herein (such as the "Break in Service" rules), to the extent not inconsistent with the provisions of this Plan required for qualification under Section 401(a) of the Code.

This Plan has also been merged with the Clearing-Niagara, Inc. Union Pension Plan, and with the three LeRoy Industries, Inc. Pension Plans ("Provisions Pertaining to U.A.W. Bargaining Unit Employees of LeRoy Machine Company, a division of LeRoy Industries, Inc."; "Provisions Pertaining to Non-Union Employees"; and "Provisions Pertaining to U.A.W. Bargaining Unit Employees of York Merit Products, Inc."). There are no active participants in these plans, the provisions thereof which are, to the extent not inconsistent with the provisions of this Plan required for qualification under Section 401(a) of the Code, also hereby incorporated by reference.

### § 2.32 *Plan Year*

"Plan Year" means the Plan's accounting year, which is the calendar year, beginning on each January 1 and ending on the following December 31.

### § 2.33 *Qualified Joint and Survivor Annuity*

"Qualified Joint and Survivor Annuity" means an immediate annuity for the life of the Participant with a survivor annuity for the life of the spouse which is not less than 50% and not more than 100% of the amount of the annuity which is payable during the joint lives of the Participant and the spouse and which is the actuarial equivalent of the normal form of benefit as described in Section 2.1. In the case of a married Participant, the Qualified Joint and Sur-

vivor Annuity must be at least as valuable as any other form of benefit that is available to the Participant. The percentages of the survivor annuity under the Plan shall be 50 percent and 100 percent.

#### § 2.34 *Qualified Optional Survivor Annuity*

"Qualified Optional Survivor Annuity" means an annuity which is (i) for the life of the Participant with a survivor annuity for the life of the Participant's spouse which is equal to the "applicable percentage" of the amount of the annuity which is payable during the joint lives of the Participant and the Participant's spouse, and (ii) the actuarial equivalent of a single annuity for the life of the Participant. Such term also includes any annuity in a form having the effect of an annuity described in the preceding sentence. The "applicable percentage" is based on the survivor annuity percentage (i.e., the percentage which the survivor annuity under the Plan's qualified joint and survivor annuity bears to the annuity payable during the joint lives of the Participant and the spouse). If the survivor annuity percentage is less than 75%, then the "applicable percentage" is 75%; otherwise the "applicable percentage" is 50%.

#### § 2.35 *Qualified Pre-Retirement Survivor Annuity*

"Qualified Pre-Retirement Survivor Annuity" means a survivor annuity for the life of the surviving spouse of the Participant under which the payments to the surviving spouse under such annuity are not less than the amounts which would be payable as a survivor annuity under the Qualified Joint and Survivor Annuity under the Plan (or the actuarial equivalent thereof) if:

A. in the case of a Participant who dies after the date on which the Participant attained the Normal Retirement Age, such Participant had retired with an immediate Qualified Joint and Survivor Annuity on the day before the Participant's date of death;

B. in the case of a Participant who dies on or before the date on which the Participant would have attained the Normal Retirement Age under the Plan, such Participant had: (i) separated from service on the date of death, (ii) survived to the Normal Retirement Age, (iii) retired with an immediate Qualified Joint and Survivor Annuity at the Normal Retirement Age, and (iv) died on the day after the day on which such Participant would have attained the Normal Retirement Age, or

C. in the case of a Participant who dies on or before the date on which the Participant would have attained the earliest retirement age, such Participant had: (i) separated from service on the date of death (or the date of separation from service, if earlier), (ii) survived to the earliest retirement age, (iii) retired with an immediate Qualified Joint and Survivor Annuity at the earliest retirement age, and (iv) died on the day after the day on which such Participant would have attained the earliest retirement age.

The "earliest retirement age" is the earliest date on which, under the Plan, the Participant could elect to receive retirement benefits. The earliest time at which payments may begin under a Qualified Pre-Retirement Survivor Annuity is not later than the month in which the Participant would have attained the earliest retirement age under the Plan, and with the consent of the surviving spouse.

In the case of an Eastman Machine Participant, this Plan provides two separate Qualified Pre-Retirement Survivor Annuities, one with respect to his service credits (and accrual of benefits) under the provisions of the Eastman Machine Plan, and one with respect to his service credits (and accrual of benefits) under this Plan.

§ 2.36 *Related Employment*

“Related Employment” means the employment after December 31, 1975 of a Participant with an otherwise contributing Employer for which employment such Employer is not required by a Collective Bargaining Agreement with the Union or other agreement with the Trustees to contribute to the Fund, provided that such employment is not separated from at least one hour of Covered Employment that the Participant earns with the same Employer, by a quit, discharge, or retirement. Such employment includes, during the time that the Employer is required to contribute to the Fund:

A. Hours Directly or Indirectly Paid. Each such hour for which an Employee is directly or indirectly paid, or entitled to payment, for the performance of duties for the Employer;

B. Hours for which no Duties Are Performed. Each such hour for which an Employee is paid, or entitled to payment, by the Employer on account of a period of time during which no duties are performed (irrespective of whether the employment relationship has terminated) due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty or Leave of Absence, provided that such non-work period of time immediately succeeds the Participant’s employment in a position described in Subsection A above, or in Section 2.25. However, notwithstanding the preceding sentence, no more than 501 Hours of Service will be credited under this Subsection B for any single continuous period (whether or not such period occurs in a single computation period), and hours under this Subsection B will be calculated and credited pursuant to section 2530.200b-2 of the Department of Labor Regulations which is incorporated herein by this reference; and

C. Back Pay. Each such hour for which back pay, irrespective of mitigation of damages, is either awarded or agreed to by the Employer. However, the same Hours of Service will not be credited both under Subsection A or Subsection B above, as the case may be, and also under this Subsection C. These hours will be credited to the Employee for the computation periods to which the award or agreement pertains rather than the computation period in which the award, agreement or payment is made.

Hours of Service will be credited for employment with other members of an affiliated service group (under Code Section 414(m)), a controlled group of corporations (under Code Section 414(b)), or a group of trades or businesses under common control (under Code Section 414(c)) of which the Employer is a member, and any other entity required to be aggregated with the Employer pursuant to Code Section 414(o). Hours of service will also be credited for any individual considered an Employee for purposes of this Plan under Code Sections 414(n) or 414(o).

Hours of Service credited under the Eastman Machine Plan on or before October 15, 2007 shall also be considered Hours of Service under this Plan.

§ 2.37 *Total and Permanent Disability*

“Total and Permanent Disability” means a physical or mental condition that a Participant is suffering from, which has existed for a period of 52 consecutive weeks and which the Administrator, in a nondiscriminatory manner based upon appropriate medical reports and examinations, finds may be expected to result in death or be of long and indefinite duration and which renders the Participant incapable of performing any substantial gainful activity, but excluding disability resulting from (1) service in the armed forces of any country, (2) chronic alcoholism or addiction to narcotics, (3) engaging in a felonious or criminal act, or (4) engaging in an effort to bring about the injury or illness of himself or another person. However, a Participant who loses a bodily member and who is determined to be totally and permanently disabled pursuant to the preceding sentence shall be deemed to be totally and permanently disabled without regard to the fact that he has not been so disabled for a period of 52 consecutive weeks.

For this purpose, however, the Administrator may accept a determination of disability made by the Social Security Administration as determinative of the existence of the disabling physical or mental condition necessary to a determination of Total and Permanent Disability under this Plan. However, the Administrator and the Trustees shall not be bound by any such determination of disability by the Social Security Administration, and the Administrator reserves the right to require a Participant to submit to examination by a licensed physician or physicians chosen by him, and to require such periodic re-examinations as shall be deemed necessary by the Administrator to make a determination concerning the Participant's physical or mental condition which is the basis of his claim for a disability benefit hereunder.

For this purpose, a disabled Participant shall be considered to have recovered from his Total and Permanent Disability if the Administrator determines that, prior to attaining his Normal Retirement Age, the Participant has (i) ceased for any reason to receive a disability benefit under the provisions of the federal Social Security Act, (ii) refused to submit evidence of continuous approval for such a disability benefit under the federal Social Security Act, or (iii) refused to co-operate with reasonable requests by the Administrator to submit to re-examination by a licensed physician or physicians chosen by the Administrator. In addition, a disabled Participant shall be considered to have recovered from his Total and Permanent Disability if the Administrator otherwise determines, on the basis of medical and other evidence, that the Participant no longer has a Total and Permanent Disability as described immediately above.

§ 2.39 *Trust Agreement*

"Trust Agreement" means the instrument establishing the Fund, dated as of December 3, 1968, executed by the Union, certain Employer representatives, and the then Trustees, as amended from time to time.

§ 2.39 *Union*

"Union" means Amalgamated Local 55, U.A.W., Local 936 U.A.W., and any other labor organization that, with the consent of the Trustees, enters into a Collective Bargaining Agreement with an Employer.

§ 2.40 *Vesting Service*

"Vesting Service" means the total of a Participant's Covered Employment and Related Employment. However, in the case of an Eastman Machine Participant, "Vesting Service" instead means the total of (i) his service credited for vesting purposes under the Eastman Machine Plan prior to October 16, 2007, and (ii) his Covered Employment and Related Employment completed after October 15, 2007.

ARTICLE III

ELIGIBILITY TO PARTICIPATE

§ 3.1 *Initial Entry Before 1976*

Prior to January 1, 1976, an Eligible Employee became a Participant in this Plan as of the beginning of the Plan Year next following the first Plan Year in which he completed at least 1,700 Hours of Service in Covered Employment, provided, however, that he remained an Eligible Employee as of such beginning of a Plan Year.

§ 3.2 *Initial Entry After 1975*

On or after January 1, 1976, each Eligible Employee shall become a Participant as of the later of (i) his Employer's Effective Date, and (ii) the first of the month next following the end of the first "Eligibility Computation Period" during which he completes at least 1,000 Hours of Vesting Service. For this purpose, the Eligibility Computation Periods are (i) the 12 consecutive month period beginning on the date the eligible Employee first performs an Hour of Vesting Service, (ii) the Plan Year beginning with or within such 12 consecutive month period, and (iii) any subsequent Plan Year. However, any such 12 consecutive month period that ends prior to December 31, 1975 shall not be considered an "Eligibility Computation Period."

Nevertheless, an Employee shall not become a Participant as above described unless an Employer is required to make a contribution to the Fund on his behalf, either (i) for the Effective Date for such Employer, or (ii) for the first of the month (or week in which such first of the month occurs) next following the end of the first Eligibility Computation Period

during which he completes 1,000 Hours of Vesting Service. If an Employee would have become a Participant but for the fact that no Employer was required to make such a contribution, then he shall become a Participant immediately upon an Employer again being required to make contributions to the Fund on his behalf.

### § 3.3 *Eastman Machine Participants*

A participant in the Eastman Machine Plan on October 15, 2007 shall continue as a Participant in this Plan as described in Section 2.15 above.

### § 3.4 *Termination of Participation*

A Participant who has a vested interest in his Future Service Benefit under the provisions of Article VI below shall continue as a Participant in the Plan until the earlier of (i) the date on which the entire value of his then vested Accrued Benefit remaining in the Plan is distributed to him, or (ii) the date of his death.

## ARTICLE IV SERVICE CREDITS

### § 4.1 *Employer Information*

Each Employer shall furnish to the Administrator such information as the Administrator may require to establish the Past Service and Vesting Service credits of the persons employed by such Employer.

### § 4.2 *Calculation of Past Service*

A Participant's Past Service shall consist of the years and fractions of years of his employment with his Employer prior to such Employer's Effective Date, as determined by dividing the number of his Hours of Service in Covered Employment (or what would have been Covered Employment had the Collective Bargaining Agreement or agreement between the Employer and the Trustees been in effect) completed during each Plan Year or partial Plan Year (in the case of the Plan Year in which the Effective Date occurs) of such employment by "2,080." In no event, however, shall a Participant's total number of years of Past Service under this Plan exceed 25 such years, or include any period of employment that precedes both (i) his Employer's Effective Date, and (ii) any quit, discharge, or retirement, or any period of employment in a classification of employment for which contributions were not subsequently required to be made to the Fund.

However, the Past Service of a Participant shall be credited to him only in accordance with the provisions of Section 4.3 next below.

### § 4.3 *Past Service Credits*

Notwithstanding anything in this Plan to the contrary, a Participant may receive credit for the number of his years and fractional years of Past Service as above determined only if he is

an Active Participant on his Employer's Effective Date. If he is an Active Participant on such Effective Date, then he shall receive credit for one-sixth of his said years of Past Service upon his completion of one year of Vesting Service, and credit for an additional one-sixth upon his completion of each additional year of Vesting Service, providing, in each case, that he remains an Active Participant, in the employ of the same Employer who employed him on the said Effective Date for the entire Plan Year during which he completes the particular year of Vesting Service.

However, if a Participant's employment with an Employer is terminated, but such Participant is thereafter employed within 90 days by a different Employer in a classification of employment for which such new Employer is required to make contributions to the Fund, then, if he remains an Active Participant in the employ of his new Employer for a period of at least an additional 90 days, such Participant shall continue to receive credit for his Past Service with his prior Employer on the basis of his completed years of Vesting Service, providing, as above, that he remains an Active Participant for the entire Plan Year during which he completes the particular year of Vesting Service.

#### § 4.4 *Credited Service under the Eastman Machine Plan*

Each Eastman Machine Participant will receive credit for his service completed under the Eastman Machine Plan through October 15, 2007. In particular, each such Participant is credited with one year of credited service under the Eastman Machine Plan for each Plan Year in which he completes not less than 1,700 Hours of Service in Covered Employment. For any Plan Year in which an Eastman Machine Participant completed less than 1,700 Hours of Service in Covered Employment, he is credited with a fractional year of credited service in accordance with the following schedule:

Less than 500 hours:	0
500 but less than 626 hours:	0.3
626 but less than 805 hours:	0.4
805 but less than 984 hours:	0.5
984 but less than 1,163 hours:	0.6
1,163 but less than 1,342 hours:	0.7
1,342 but less than 1,541 hours:	0.8
1,521 but less than 1,700 hours:	0.9

Credited service under the Eastman Machine Plan is subject to certain break in service rules, and if the Eastman Machine Participant had no vested interest in his accrued benefit under the Eastman Machine Plan at the time, such service will not be counted if it precedes a series of consecutive "One Year Breaks in Service" (Plan Years in which the Eastman Machine Participant completed no more than 500 Hours of Service) which equals or exceeds the greater of 5 or the aggregate number of the Participant's Years of Vesting Service prior to such One Year Breaks in Service.

Determinations of service credits under the Eastman Machine Plan are to be made in accordance with the provisions of that plan.

#### § 4.5 *Vesting Service*

An Employee shall be granted a year of Vesting Service for each Plan Year after both December 31, 1975 and his Employer's Effective Date in which he completes at least 1,000 Hours of Vesting Service. For Plan Years ending before January 1, 1976, an Employee shall be granted a year of Vesting Service for each Plan Year beginning after his Employer's Effective Date during which he completes at least 1,700 Hours of Service, and a fractional year of Vesting Service for each such Plan Year in which he completes less than 1,700 Hours of Service, such fractional year to be determined by dividing the number of Hours completed during the Plan Year by "1,700."

If his Employer's Effective Date is before January 1, 1976, an Employee shall also receive a fractional year of Vesting Service for the Plan Year in which such Effective Date occurs, determined by either (i) subtracting the amount of his Past Service credit for such Plan Year from one ("1.0"), or (ii) dividing the number of his Hours of Service completed during the partial Plan Year beginning on such Employer's Effective Date by "1,700," whichever such calculation produces the lesser result. If his Employer's Effective Date is after December 31, 1975 and the Employee has completed at least 1,000 Hours Vesting Service during the (partial) Plan Year in which such Employer's Effective Date occurs, he shall also receive a fractional year of Vesting Service for such (partial) Plan Year, determined by either (i) subtracting the amount of his Past Service credit for such Plan Year from one ("1.0"), or (ii) dividing the number of his Hours of Vesting Service completed during the partial Plan Year beginning on the Effective Date by "1,000," whichever such calculation produces the lesser result.

Determinations of the Vesting Service of an Eastman Machine Participant accumulated under the terms of the Eastman Machine Plan prior to October 16, 2007 are to be made in accordance with the provisions of that plan.

### ARTICLE V ACCRUED BENEFIT AT NORMAL RETIREMENT AGE

#### § 5.1 *Accrued Benefit*

A Participant's Accrued Benefit at Normal Retirement Age shall be equal to the sum of his Past Service Benefit (if any) and his Future Service Benefit, or in the case of an Eastman Machine Participant, the sum of his Eastman Machine Plan Benefit and his Future Service Benefit. The determination of a Participant's total Accrued Benefit shall be subject to the frozen Accrued Benefit and fresh-start accrual rules of Article VIII below.

If, subsequent to a Participant receiving a partial or complete distribution of his Accrued Benefit, the Participant is credited with additional Future Service Benefits, the amount of such additional Accrued Benefit shall be reduced by the actuarial value of any prior distribution of

Accrued Benefit made on his behalf, except to the extent such distributions are repaid pursuant to Section 11.2 below. However, this rule shall be applied only to reduce a duplication of benefits, and not to reduce new Accrued Benefits. A Participant who earns additional Future Service Benefits after he attains Normal Retirement Age shall continue to accrue benefits under the Plan. If as a result of additional benefit accruals after Normal Retirement Age the Accrued Benefit of such Participant would exceed the limitations under Article IX below for the limitation year, immediately before the additional benefit accrues that would cause such Participant's benefit to exceed the limitations of Article IX, payment of benefits to such Participant will be suspended in accordance with Section 11.1, if applicable; otherwise, distribution of the Participant's benefit will commence.

If a Participant begins receiving benefits at an age other than Normal Retirement Age, the Participant's benefit will be determined in accordance with Article VII.

### § 5.2 *Future Service Benefit*

Depending on the date of his annuity starting date, a Participant's Future Service Benefit shall be calculated as either an "Old" Future Service Benefit or a "New" Future Service Benefit as follows:

A. "New" Future Service Benefit. Effective for annuity starting dates occurring after December 31, 2012, a Participant shall be entitled to a new Future Service Benefit, payable monthly as a single life annuity at Normal Retirement Age, based on the total amount of the Employer contributions made or required to be made to the Fund on the Participant's behalf since he became a Participant. The monthly amount of such new Future Service Benefit shall be determined (in segments for each period of service for which the Applicable Dollar Amount is constant) by: (i) dividing the total amount of the said Employer contributions made or required to be made to the Fund (during such period of service) by the number "65"; (ii) multiplying the quotient thus obtained by the appropriate Applicable Dollar Amount, and (iii) dividing the product of that calculation (in clause "(ii)") by the number "100.39."

B. "Old" Future Service Benefit. For annuity starting dates occurring before January 1, 2013, a Participant is entitled to an old Future Service Benefit, calculated as a single lump sum amount at Normal Retirement Age, based on the total amount of the Employer contributions made or required to be made to the Fund on the Participant's behalf since he became a Participant. The lump-sum amount of such old Future Service Benefit shall be determined (in segments for each period of service for which the Applicable Dollar Amount is constant) by: (i) dividing the total amount of the said Employer contributions made or required to be made on his behalf to the Fund (during such period of service) by the number "65"; and (ii) multiplying the quotient thus obtained by the appropriate Applicable Dollar Amount.

C. Definitions. The following terms used in this Section 5.2 (and Section 5.3 below) are defined as follows:

(i) Applicable Dollar Amount. “Applicable Dollar Amount” means the factor, established by the Trustees, that is part of the Plan’s Past and Future Service Benefit formulas, used to determine the amount of a Participant’s Accrued Benefit as of Normal Retirement Age. The current Applicable Dollar Amount, applicable to determinations made as of any date after December 31, 2010, is \$180.00. The Applicable Dollar Amount immediately preceding that, applicable to determinations made as of any date after December 31, 2008, but before January 1, 2011, is \$200.00. These two Applicable Dollar Amounts are non-retrospective, meaning that they do not apply to Past or Future Service Benefits accrued before the date (January 1, 2011 and January 1, 2009, respectively) on which they became effective.

Prior to January 1, 2009, the then current Applicable Dollar Amount applied retrospectively to the calculation of all of a Participant’s Past and Future Service Benefits completed to date (except, possibly, where the participant had an Interruption of Service as described in Article VIII below). These Applicable Dollar Amounts were \$230.00 for determinations made as of any date after December 31, 1997, but before January 1, 2009; \$225.00 for determinations made as of any date after November 30, 1994, but before January 1, 1998; \$210.00 for determinations made as of any date after December 31, 1993, but before December 1, 1994; \$195.00 for determinations made as of any date after December 31, 1990, but before January 1, 1994; \$160.00 for determinations made as of any date after December 31, 1988, but before January 1, 1991; \$120.00 for determinations made as of any date after December 31, 1986, but before January 1, 1989; and \$100.00 for determinations made as of any date before January 1, 1987.

(ii) Employer Contributions. “Employer contributions” means the weekly or other periodic contributions, based on the hours, weeks or other period of service completed by the Employer’s Eligible Employees, that each Employer is required to make to the Fund, the amount of which such contributions is intended, under the terms of the applicable Collective Bargaining Agreement or other agreement between the Employer and the Trustees, to be (except in the case of an Eligible Employee who has not yet become a Participant in the Plan) a part of the formulas for calculating each such Employee’s Past and Future Service Benefits as herein described.

“Employer contributions” do not include contributions made by the Employer to the Fund for other reasons, such as payment of surcharges resulting from the Fund’s entering “critical” or “endangered” status pursuant to the provisions of the Pension Protection Act of 2006, additional contributions relating to a “rehabilitation plan” adopted by the Trustees in accordance with that Act, or additional contributions made for the purpose of amortizing the unfunded liability of a plan that has been merged with this Plan, such as the Eastman Machine Plan. With respect to Eastman Machine Company in particular, “Employer contributions” also do not include (i) contributions made in an amount equivalent to the premium for Medicare Part “B” (Supplementary Medical Insurance) coverage to fund the Supplemental Retirement Annuity Payment that was a part of Eastman Machine Plan, and that continues as a part of this Plan under Section 5.4 below, and (ii) the special disability surcharge for the purpose of funding the enhanced disability benefit that was also part of the Eastman Machine Plan, and that continues as a part of this Plan under Section 7.5 below.

The Administrator, in his sole discretion, applied in a nondiscriminatory manner, shall determine whether a contribution made by an Employer is to be considered an "Employer contribution" as herein defined.

### § 5.3 *Past Service Benefit*

Depending on the date of his annuity starting date, a Participant's Past Service Benefit, if any, shall be calculated as either an "Old" Past Service Benefit or a "New" Past Service Benefit as follows:

A. "New" Past Service Benefit. Effective for annuity starting dates occurring after December 31, 2012, a Participant who has been credited with years of Past Service, and who has completed at least one year of Vesting Service subsequent to his Employer's Effective Date, shall be entitled to a Past Service Benefit, payable as a single life annuity at Normal Retirement Age, determined by (i) dividing his Past Service Contribution Rate by \$1.75; (ii) multiplying the quotient thus obtained by the number of his said years of credited Past Service; (iii) multiplying the product of that calculation first by the Past Service Funding Rate for his Employer, and second by the appropriate Applicable Dollar Amount as described above, and (iv) dividing the result thus obtained (in clause "(iii)") by \$100.39.

B. "Old" Past Service Benefit. For annuity starting dates occurring before January 1, 2013, a Participant is entitled to a Past Service Benefit calculated as a single lump-sum amount at Normal Retirement Age, determined by: (i) dividing his Past Service Contribution Rate by \$1.75; (ii) multiplying the quotient thus obtained by the number of his said years of credited Past Service; and (iii) multiplying the product of that calculation first by the Past Service Funding Rate for his Employer; and second by the appropriate Applicable Dollar Amount.

C. Definitions. The following terms used in this Section 5.3 are defined as follows:

(i) Past Service Contribution Rate. "Past Service Contribution Rate" means the weekly contribution rate in effect for the Participant's Employer as of the date as of which the amount of his Past Service Benefit is being determined.

However, if such weekly contribution rate has been in effect for less than 12 consecutive calendar months, the weekly contribution rate that was previously in effect shall be used. For this purpose, "weekly contribution rate" means the weekly amount of the Employer contributions (as defined above) required to be made by the Employer to the Fund, as specified in the most recent Collective Bargaining Agreement, or the agreement most recently in effect between the Employer and the Trustees. If an hourly rate is specified in any such agreement, then the weekly contribution rate shall be determined by multiplying such hourly rate by the number of regular-time hours required to be worked by the Employees of such Employer in each week. If a Participant who has transferred to employment with a new Employer continues to

receive credit for the Past Service completed with his prior Employer, his Past Service Contribution Rate shall be determined by reference to the rate of the contributions that his new Employer is required to make to the Fund.

(ii) Past Service Funding Rate. "Past Service Funding Rate" means a rate, set by the enrolled actuary for the Fund for each Employer (other than Eastman Machine Company) as of the Effective Date for such Employer, at the level at which, in the opinion of the actuary, will assure that the past service liability of the Employer for its then Employees will be funded over a period of not more than 25 years.

In establishing the Past Service Funding Rate of an Employer, the enrolled actuary shall take into account both the Employer's current costs under this Plan (that is, the Plan's "normal" or "service" costs attributable to Employees of such Employer) and the Employer's weekly (or hourly) Employer contribution rate. If the contribution rate of a particular Employer is sufficient, in the opinion of the actuary, to fund the past service liability attributable to that Employer over a period of 25 years or less, then the Past Service Funding Rate assigned to that Employer shall be 100% (or "1.0"). However, if funding over more than 25 years is required, the Past Service Funding Rate of the particular Employer shall be reduced accordingly, so that funding is projected at 25 years. Once the actuary has established the Past Service Funding Rate of a particular Employer, such rate may only be changed pursuant to the provisions of Section 14.1 below.

If a Participant who has transferred to employment with a new Employer continues to receive credit for the Past Service completed with his prior Employer pursuant to the provisions of Section 4.3 above, then, notwithstanding anything in this Article VI to the contrary, the Past Service Funding Rate to be used in the determination of his Past Service Benefit shall be that which was most recently in effect for his prior Employer.

#### § 5.4 *Eastman Machine Plan Benefit*

For credited service completed prior to October 16, 2007 pursuant to the terms of the Eastman Machine Plan, as described in Section 4.4 above, an Eastman Machine Participant shall be entitled to a benefit (the "Eastman Machine Plan Benefit"), payable monthly as a single life annuity at Normal Retirement Age, and determined by multiplying his number of years of such credited service by \$31.00.

For Eastman Machine Participants who retired on a normal (age 65 or the 5th anniversary of commencement or participation in the Eastman Machine Plan, whichever is the later) or deferred retirement date prior to October 1, 2001, the Eastman Machine Plan Benefit is an amount determined under the following schedule:

<u>Retirement Date</u>	<u>Monthly Benefit Per Year of Credited Service</u>	<u>Retirement Date</u>	<u>Monthly Benefit Per Year of Credited Service</u>
10/01/80 – 09/30/81	\$ 8.50	01/01/93 – 09/30/93	22.00
10/01/81 – 09/30/82	9.50	10/01/93 – 09/30/94	23.00
10/01/82 – 09/30/83	10.50	10/01/94 – 09/30/95	23.50
10/01/83 – 09/30/84	12.50	10/01/95 – 01/22/97	24.00
10/01/84 – 09/30/85	13.50	01/23/97 – 09/30/97	25.00
10/01/85 – 09/30/86	14.50	10/01/97 – 09/30/98	26.00
10/01/86 – 12/31/87	15.50	10/01/98 – 09/30/99	27.00
01/01/88 – 12/31/89	19.50	10/01/99 – 09/30/00	29.00
01/01/90 – 12/31/90	20.25	10/01/00 – 09/30/01	30.00
01/01/91 – 12/31/92	21.00		

In addition to the above amounts, each Eastman Machine Participant receiving a retirement benefit under this Plan shall receive a Supplemental Retirement Annuity Payment as reimbursement for and in an amount equivalent to the premium paid by the Participant for the Supplementary Medical Insurance (Part "B") of Medicare. Such payment shall commence with the first monthly annuity payment that is made after the Participant has attained Normal Retirement Age.

*§ 5.5 Post-Retirement Increases*

Notwithstanding anything in this Plan to the contrary, any increase in benefits for active Participants that is effective on or after the effective date (generally, Annuity Starting Date) of a retired or disabled Participant's monthly benefit shall not result in the recalculation of the amount of such benefit, but shall instead be applicable only to the calculation of those additional monthly benefits, if any, that result from Employer contributions required to be made on the retired or disabled Participant's behalf with respect to Hours or Service completed subsequent to his said effective date. However, the amount of any monthly benefit payable to any retired or disabled Participant, or to any surviving spouse or other designated Beneficiary (in each case for service other than service under the Eastman Machine Plan), including the amount of any monthly installments payable to a Participant who elected to receive a cash lump-sum in installments, or any Beneficiary of a deceased Participant receiving any such installments, shall be increased as follows:

A. in the case of a retired or disabled Participant or Beneficiary whose benefit effective date is prior to January 1, 1987, by 10.0% thereof effective as of January 1, 1987, or if a greater increase would result, by \$10.00 per month;

B. in the case of a retired or disabled Participant or Beneficiary whose benefit effective date is prior to January 1, 1989, by 10.0% thereof effective as of January 1, 1989, or if a greater increase would result, by \$10.00 per month;

C. in the case of a retired or disabled Participant or Beneficiary whose benefit effective date is prior to January 1, 1991, by 15.0% thereof effective as of January 1, 1991, or if a greater increase would result, by \$15.00 per month;

D. in the case of a retired or disabled Participant or Beneficiary whose benefit effective date is prior to January 1, 1994, by 5.0% thereof effective as of the later of (i) the said effective date, or (ii) January 1, 1993;

E. in the case of a retired or disabled Participant or Beneficiary whose benefit effective date is prior to December 1, 1994, by 10.0% thereof effective as of December 1, 1994; and

F. in the case of a retired or disabled Participant or Beneficiary whose benefit effective date is prior to January 1, 1998, by \$15.00 per month effective as of January 1, 1998.

Such benefit increases shall be applied cumulatively, with the amounts of prior increases also increased proportionately, as a part of the then total monthly benefit, by any percentage increase or increases that subsequently become effective. However, each such benefit increase shall apply only to monthly benefits or installments that are in payment status as of the first of the month immediately prior to the specified effective date thereof, and unless otherwise herein specified, shall in the case of any individual retired Participant or Beneficiary (including a surviving spouse) be applicable to, and calculated by reference to, the total monthly amount payable as of such date, without regard to the form (or forms) in which such benefit is payable. If any such benefit increase is effective as of a date which is also the effective date of an increase in the Applicable Dollar Amount under Section 5.2 above, then, only one or the other of such increases shall apply with respect to any particular portion of the vested Accrued Benefit of any one Participant.

## ARTICLE VI

### VESTING

#### *§ 6.1 Vesting Upon Total And Permanent Disability, Attaining Normal Retirement Age, Etc.*

If he is then an Active Participant, a Participant shall have a fully vested (100% non-forfeitable) interest in his Accrued Benefit upon (i) incurring a Total and Permanent Disability, (ii) attaining his Normal Retirement Age hereunder, or (iii) satisfying the age and service requirements for an Early or Normal Retirement Benefit.

§ 6.2 *Vesting Schedules*

Prior to the occurrence of any of the above events, a Participant shall have a vested (non-forfeitable) interest in a portion of his Accrued Benefit as determined under whichever of the following vesting schedules is applicable. If more than one schedule is applicable, the Participant's vested percentage shall be determined under the vesting schedule that provides the highest vested percentage as of the date of determination:

A. Current Vesting Schedule. This vesting schedule applies to all Participants (including Eastman Machine Participants) who have Vesting Service (including at least one Hour of Service in Covered Employment) on or after January 1, 2008 :

<b>Years of Vesting Service</b>	<b>Vested Percentage</b>
less than 3 years	0%
3 years or more	100%

B. Eastman Machine Plan Vesting Schedule. This vesting schedule applies to all Eastman Machine Participants:

<b>Years of Vesting Service</b>	<b>Vested Percentage</b>
less than 3 years	0%
3 years	20%
4 years	40%
5 years	60%
6 years	80%
7 years or more	100%

C. Prior Vesting Schedule. This vesting schedule applies to all Participants other than Eastman Machine Participants who do not complete an Hour of Vesting Service after October 16, 2007:

<u>Years of Vesting Service</u>	<u>Vested Percentage</u>
less than 1 year	0%
1 year	50%
2 years	60%
3 years	70%
4 years	80%
5 years	90%
6 years or more	100%

### § 6.3 *No Reduction in Vested Percentage*

The calculation of the vested portion of a Participant's Accrued Benefit shall not be reduced as the result of any direct or indirect amendment to any provision of this Article. If this Plan is amended to change or modify any vesting schedule, a Participant with at least 3 years of Vesting Service as of the expiration date of the election period may elect to have the vested portion of his Accrued Benefit determined without regard to the amendment. If the Participant fails to make an election, then he shall be subject to the new vesting schedule. For this purpose, the election period shall begin on the adoption date of the amendment and shall end 60 days after the latest of (i) the adoption date of the amendment, (ii) the effective date of the amendment, and (iii) the date the Participant receives written notice of the amendment from the Administrator.

## ARTICLE VII

### BENEFITS BEGINNING AT ANYTIME OTHER THAN NORMAL RETIREMENT AGE

#### § 7.1 *Deferred Retirement*

A Participant's accrued benefit, other than an Eastman Machine Benefit subject to the provisions of Section 11.1, shall be actuarially increased to the Actuarial Equivalent thereof to take into account any period after Normal Retirement Age during which the Participant does not receive any benefits under the Plan. If benefits commence to the Participant in a form other than the normal form of benefit, the result of the application of the preceding sentence will be actuarially adjusted in accordance with the provisions of Section 2.3.

The amount of actuarial increase payable as of the end of the period for actuarial increases must be no less than the Actuarial Equivalent of the Employee's retirement benefits that would have been payable as of the date the actuarial increase must commence plus the Actuarial Equivalent of additional benefits accrued after that date, reduced by the Actuarial Equivalent of any distributions made after that date. The actuarial increase is generally the same as, and not in addition to, the actuarial increase required for that same period under Code section 411 to reflect the delay in payments after normal retirement, except that the actuarial increase required under Code section 401(a)(9)(C) must be provided even during the period during which an Employee is in ERISA section 203(a)(3)(B) service. For purposes of Code section 411(b)(1)(H), the actuarial increase will be treated as an adjustment attributable to the delay in distribution of benefits after the attainment of Normal Retirement Age. Accordingly, to the extent permitted under Code section 411(b)(1)(H), the actuarial increase required under Code section 401(a)(9)(C)(iii) may reduce the benefit accrual otherwise required under Code section 411(b)(1)(H)(i), except that the rules on suspension of benefits are not applicable.

An Eastman Machine Participant who retires on a Deferred Retirement Date shall be entitled to receive, with respect to his Eastman Machine Plan Benefit, an annual benefit for life, payable in equal monthly installments, in an amount equal to the benefit he has earned as of his Deferred Retirement Date, calculated as described in Section 5.4 above. Notwithstanding the foregoing, however, if the provisions of Section 11.1 below are not complied with, the participant shall

instead be entitled to the Actuarial Equivalent of his Normal Retirement benefit determined as of his Normal Retirement Date payable as of his Deferred Retirement date, if greater.

### § 7.2 *Early Retirement*

If a Participant is eligible under Section 2.12 above, he may elect to retire on an Early Retirement Date. For annuity starting dates subsequent to December 31, 2012, in the case of a Participant other than an Eastman Machine Participant, the Participant's entire Normal Retirement Benefit (expressed in the form of a single life annuity) accrued to date shall be decreased by one half of one percent for each calendar month by which his Early Retirement Date precedes the first of the month next following Normal Retirement Age. For annuity starting dates prior to January 1, 2013, once again in the case of a Participant other than an Eastman Machine Participant, the Participant's benefit at Early Retirement Date is instead the Actuarial Equivalent of his said entire Normal Retirement Benefit (expressed in the form of a single life annuity) accrued to date.

In the case of an Eastman Machine Participant, the calculation of the post-October 15, 2007 portion of his benefit payable at his Early Retirement Date shall be as described in the paragraph above, except that his Normal Retirement Benefit (expressed in the form of a single life annuity, and including the portion of such Normal Retirement Benefit attributable to the Participant's pre-October 16, 2007 service under the Eastman Machine Plan), shall not be decreased for early payment for years subsequent to age 62, but shall be decreased by one half of one percent for each calendar month by which the Participant's Early Retirement Date pre-cedes the first of the month next following his sixty-second birthday.

### § 7.3 *Certain Benefits on Termination of Employment*

In general, except for distributions of \$5,000 or less in the circumstances described under Section 10.3 below (and for payments on account of Total and Permanent Disability as described immediately below), no benefit shall be payable under this Plan upon the termination of a Participant's employment with his Employer prior to his attaining either Normal Retirement Age or an Early Retirement Date as described under Section 2.12 above. However, if a terminated Participant has a vested interest in a Pre-January 1, 1989 Future Service Benefit as described in Article VI above, and if he is not re-employed by any Employer within ninety (90) days after the date of his termination of employment, including any such re-employment as a non-Eligible Employee, he may then elect to immediately receive, subject to the provisions of Article X below, (i) the Actuarial Equivalent present value of his Pre-January 1, 1989 Future Service Benefit and any Past Service Benefit he may have in a cash lump-sum, or (ii), the Actuarial Equivalent of his entire Accrued Benefit in any form other than a lump-sum or installment payments.

If the Participant elects to receive the Actuarially Equivalent present value of his Pre-January 1, 1989 Future Service Benefit and any Past Service Benefit he may have in a cash lump-sum, the value of his vested Post-December 31, 1988 Future Service Benefit will remain in the Plan, and will subsequently be payable as a benefit hereunder, either to the Participant at his Normal Retirement Age or Early Retirement Date in accordance with the provisions of Article X below, or upon his death, to his Beneficiary.

However, notwithstanding any of the forgoing, while the Plan is in critical (or endangered) status under pertinent provisions of the Pension Protection Act of 2006, neither lump-sum nor installment distributions will be payable.

§ 7.4 *Disability Retirement Benefit (For Participants Other Than Eastman Machine Participants)*

If a Participant other than an Eastman Machine Participant who has completed 6 years of Vesting Service incurs a Total and Permanent Disability as described in Section 2.37 above while he is an Active Participant in this Plan and prior to his attainment of Normal Retirement Age, he may elect to retire on a Disability Retirement Date. For annuity starting dates subsequent to December 31, 2012, the Participant shall receive his entire Normal Retirement Benefit (expressed in the form of a single life annuity) accrued to date, decreased by one quarter of one percent for each calendar month during the first ten years (or less) by which his Disability Retirement Date precedes the first of the month next following Normal Retirement Age, and actuarially thereafter. For annuity starting dates prior to January 1, 2013, such disability retirement benefit shall be determined by first determining the lump-sum value of the Participant's Past and Future Service Benefits at Normal Retirement Age, and without any discount of said lump-sum value on account of the Participant's (or his spouse's) current age, converting that non-discounted lump-sum value to an annuity benefit under Article IX hereof using the (higher) annuity factors that are based on such current age.

However, in no event shall a disability retirement benefit under this Plan be paid in the form of a lump-sum or installments.

§ 7.5 *Disability Benefit (Eastman Machine Participants)*

An Eastman Machine Participant who has completed at least 10 years of Credited Service under the terms of the Eastman Machine Plan (including for the purpose Credited Service completed after October 15, 2007) shall receive a disability benefit during any period of Total and Permanent Disability which is prior to his attainment of Normal Retirement Age, which such monthly disability benefit shall be equal to the amount of his Accrued Benefit, expressed as a single life annuity and determined as of the date he became Totally and Permanently disabled, but reduced by the following amounts:

A. The amount of any benefit or allowance payable to such Participant by the state or Federal Government on account of any military service incurred disability shall be deducted from the monthly amount payable under the provisions of this Section 7.4.

B. The monthly amount of any Worker's Compensation benefits (except fixed statutory payment for the loss of any bodily member) payable to such participant on account of such disability if sustained in the course of employment with Eastman Machine Company and the monthly amount of any other disability benefit he may receive because of such disability (except on a basis of need) as a result of any State or Federal laws, now or hereafter enacted, to the extent that such benefits have been provided for by premiums, taxes or other payments paid by or at the expense of Eastman Machine Company shall be deducted from the monthly payable under the provisions of this paragraph so long as such Workers' Compensation benefits and such other disability benefits shall continue to be paid to the

Participant. In the case of lump-sum benefits under Workers' Compensation, the lump sum shall be divided by the monthly payment to which the Participant was entitled under Workers' Compensation in order to determine the period with respect to which Workers' Compensation benefits are received for the purpose of this Section 7.5.

Notwithstanding the above, an Eastman Machine Participant who is entitled to a disability benefit hereunder but who is ineligible for a disability benefit under the Social Security Act will be entitled to a monthly disability benefit from the Plan in an amount equal to two (2) times the amount he is entitled to under the provisions of the preceding paragraph for each month he is not eligible for disability benefits under the Social Security Act; provided that such Participant provides the Administrator with a copy of a final determination letter or decision from the Social Security Administration denying the Participant Social Security disability benefits. If an Eastman Machine Participant receiving benefits under the provisions of this paragraph becomes eligible for disability benefits under the Social Security Act, the provisions of this paragraph shall no longer apply for those months for which he is eligible for disability benefits under the Social Security Act. In the event that a Participant has been receiving single benefits and it is subsequently determined that he was entitled to double benefits under this paragraph, the Administrator shall as soon as practical reimburse the Participant for the retroactive double benefits to which he was entitled.

Such monthly disability payments shall continue until the first to occur of the following events:

- A. The Participant's death; or
- B. If the Participant engages in occupation or employment (except for rehabilitation) for remuneration or profit, which employment would be inconsistent with the finding of Total and Permanent Disability; or
- C. If the Administrator determines on the basis of a medical examination that the Participant has sufficiently recovered to return to any regular work for Eastman Machine Company and the Participant refuses an offer of employment from Eastman Machine Company; or
- D. If the Participant refuses to undergo a medical examination ordered by the Administrator; provided that the Participant may not be required to undergo a medical examination more often than twice a year; or
- E. Upon his attaining Normal Retirement Age, at which time he shall elect (i) to continue to receive said payments throughout the remainder of his lifetime or (ii) to receive any optional form of benefit set forth in Article IX hereof, provided that the optional form of benefit selected shall be at least the Actuarial Equivalent of the payments he would be entitled to receive if he had elected (i) above.

This enhanced disability benefit that was also part of the Eastman Machine Plan is funded through a special disability surcharge paid by Eastman Machine Company. This benefit, like the Supplemental Retirement Annuity Payment that was a part of Eastman Machine Plan, and

that continues as a part of this Plan under Section 5.4 above, is thus subject to modification or elimination through collective bargaining.

§ 7.6 *Recovery from Total and Permanent Disability*

A Participant who recovers from a Total and Permanent Disability prior to attaining Normal Retirement Age shall be considered to have incurred a termination of employment and shall only be entitled to those Plan benefits, if any, under this Article and Article IX below, based on his then circumstances.

§ 7.7 *Accrued Benefit in Case of Death Prior to Annuity Starting Date*

If a Participant (other than an Eastman Machine Participant with respect to service under the Eastman Machine Plan) dies prior to attaining his Annuity Starting Date, his Designated Beneficiary shall receive a death benefit equal to the greater of: (a) the present value of his Accrued Benefit, or (b) the amount determined in accordance with Section 10.2 B below. If benefits are paid pursuant to this Section and Section 10.2 B below, no other benefits (other than a survivor annuity payable with respect to service under the Eastman Machine Plan) shall be paid to the Participant or his Beneficiary under this Plan.

§ 7.8 *Designation of Beneficiary*

Each Participant may designate from time to time in writing one or more Beneficiaries, who will receive the Participant's vested Accrued Benefit in the event of the Participant's death. If the Participant dies without having made a Beneficiary designation, the Trustee shall distribute such benefits in the following order of priority to the deceased Participant's: (a) spouse, (b) lineal descendants, (c) parents, or (d) estate.

However, in the event of the death of a married Participant, the surviving spouse must be the sole Beneficiary unless the surviving spouse has consented in writing to a different election, has acknowledged the effect of such election, and the consent and acknowledgement are witnessed by either the Administrator, a member of the Administrator's staff or a notary public. The consent of spouse shall not be necessary if it is established to the satisfaction of the Administrator that there is no spouse, the spouse cannot reasonably be located, or for such other reasons as the regulations may prescribe. The consent of a spouse as reasons for not requiring such consent shall be applicable only to that spouse. If the spouse of a Participant becomes locatable or if a Participant remarries, it shall be the duty of the Participant to bring that fact to the attention of the Administrator. If the Participant so notifies the Administrator, the Administrator shall then, if applicable, proceed to make available to such spouse the consent of spouse procedures described in this Section.

ARTICLE VIII  
FRESH-START RULES

§ 8.1 *Fresh-Starts*

This Plan shall have fresh-start dates as of December 31, 2012 (as a result of the change in normal form of benefit from a lump-sum amount to a single life annuity); as of December 31, 2010 (as a result of the reduction of the Applicable Dollar Amount from \$200.00 to \$180.00); as of December 31, 2008 (as a result of the reduction of the Applicable Dollar Amount from \$230.00 to \$200.00); and as of October 16, 2007 (as a result of the change in normal form of benefit for Eastman Machine Participants from a single life annuity under the Eastman Machine Plan to a lump-sum amount under this Plan). This Plan shall also have a fresh-start date (albeit in general affecting only a single Participant) whenever a Participant incurs either a Service Break or a Non-Service Break Interruption in Service and, in general, on the day before the date on which any amendment to the Plan that directly or indirectly affects the amount of a Participant's benefit under the current benefit formula is made effective. The fresh-start group consists of all affected Participants who have Accrued Benefits as of the fresh-start date and have at least one Hour of Service in Covered Employment with the Employer after that date.

§ 8.2 *Formula with Wear-Away*

The formula with wear-away of Treasury Regulation Section 1.401(a)(4) - 13(c)(4)(ii) shall apply in the case of the December 31, 2012 change in normal form of benefit from a lump-sum amount to a single life annuity, and to the calculation of early retirement benefits and lump-sum termination benefits after that date:

A. December 31, 2012 change to normal form of retirement benefit. In the case of the December 31, 2012 change in normal form of benefit from a lump-sum amount to a single life annuity, the Accrued Benefit of each Participant in the fresh-start group as of any date after December 31, 2012 will be equal to the greater of:

(i) the Participant's frozen Accrued Benefit, if any, as of December 31, 2012 (i.e., the Participant's "old" Past and "old" Future Service Benefits as accrued through December 31, 2012), and

(ii) the Participant's total Accrued Benefit as determined under the Past and Future Service Benefit formulas (i.e., both "old" and "new" Past and Future Service Benefits accrued to date) as applied to the total years of the Participant's participation in this Plan, both before and after January 1, 2013.

B. December 31, 2012 change to early retirement and lump-sum termination benefits. In the case of the December 31, 2012 changes in assumptions for calculating early retirement and lump-sum termination benefits under Sections 7.2 and 7.3, the Early Retirement Benefit or lump-sum termination benefit of each Participant in the fresh-start group as of any date after December 31, 2012 will be equal to the greater of:

(i) the Participant's frozen Early Retirement Benefit or lump-sum termination benefits as of December 31, 2012, and

(ii) the Participant's Early Retirement Benefit or lump-sum termination benefits as of the pertinent date after December 31, 2012.

In any instance in which this formula with wear-away and the formula without wear-away set forth in following section apply as of the same date, the rule of the following section shall be applied first.

### § 8.3 *Formula without Wear-Away*

The formula without wear-away of Treasury Regulation Section 1.401(a)(4) - 13(c)(4)(i) shall apply in all other instances described in Section 8.1 above, in particular, the reduction of the Applicable Dollar Amount from \$200.00 to \$180.00 as of December 31, 2010, the reduction of the Applicable Dollar Amount from \$230.00 to \$200.00 as of December 31, 2008, the change in normal form of benefit for Eastman Machine Participants from a single life annuity under the Eastman Machine Plan to a lump-sum amount under this Plan as of October 15, 2007, and a Participant's incurring either a Service or a Non-Service Break Interruption in Service. In each of these cases the Accrued Benefit of each Participant in the fresh-start group will be equal to the sum of:

A. the Participant's frozen Accrued Benefit, if any, as of the applicable fresh-start date, and

B. the Participant's Accrued Benefit determined with respect to the current Past and Future Service Benefit formulas as applied to the Participant's total years of participation for accrual of benefits after the applicable fresh-start date.

### § 8.4 *"Frozen Accrued Benefit" Defined*

A Participant's "frozen Accrued Benefit" is the sum of the Participant's frozen Past and Future Service Benefits as determined in accordance with the provisions of the Plan applicable on or before either December 31, 2012 or any other fresh-start date, as if the Participant ceased to accrue Future Service Benefits as of that date (or as of the date the Participant actually ceased to accrue Future Service Benefits, if earlier), without regard to any amendment made to the Plan after that date other than amendments recognized as effective as of or before the date under Code section 401(b) or treasury regulations section 1.401(a)(4)-11(g). The frozen Accrued Benefit will be expressed as an actuarially equivalent benefit in the normal (single life annuity) form under the Plan after the fresh-start date, commencing at the Participant's Normal Retirement Age under the Plan as in effect after such date. For this purpose, in the case of an Eastman Machine Participant, both his current and his frozen Accrued Benefit shall also include the value of his Eastman Machine Plan Benefit. In any event, if, as of any fresh-start date, the amount of a Participant's frozen Accrued Benefit was limited by the application of Code section 415, the Participant's frozen Accrued Benefit will be increased for years after that date to the extent permitted under Code section 415(d)(1).

If the Plan's normal form of benefit in effect on the Participant's fresh-start date is not the same as the normal form under the Plan after such-fresh-start date, or (ii) the Normal Retirement Age for any Participant on that date was greater than the Normal Retirement Age for that Participant under the Plan after-such-fresh-start date, the frozen Accrued Benefit will be expressed as an actuarial equivalent benefit in the normal form under the Plan after the Participant's fresh-start date, commencing at the Participant's normal retirement age under the Plan in effect after such fresh-start date. If the Plan provides a new optional form of benefit with respect to a Participant's frozen Accrued Benefit, such new optional form of benefit will be provided with respect to each Participant's entire Accrued Benefit (i.e., accrued both before and after the fresh-start date).

### § 8.5 *Other Definitions*

The following terms used in this Article VIII are defined as follows:

A. Service Break Interruption in Service. A "Service Break Interruption of Service" means, and is incurred as of the last day of, two consecutive Plan Years during the entirety of which Participant is not an Active Participant. However, a Participant shall nevertheless be deemed not to have incurred such an Interruption if (i) payment of his entire vested Accrued Benefit commences as of his Retirement Date, and (ii) such Retirement Date is not more than 3 years subsequent to the date on which he ceased to be an Active Participant.

B. Non-Service Break Interruption in Service. A "Non-Service Break Interruption in Service" means, and is incurred upon, (i) a Participant's transfer from Covered Employment to Related Employment, (ii) his receipt of a distribution of all or any portion of his vested Accrued Benefit, (iii) his Employer's withdrawal from this Plan in either a complete or partial withdrawal, and (iv) his Employer's otherwise ceasing to be a contributing Employer to the Plan, as a result of the de-certification of the Union, the Employer's refusing to renew its agreement with the Trustees, the Employer's going out of business, the closing of the facility at which the Participant is employed (even though the Employer maintains another facility with respect to which it continues to contribute to the Fund), bankruptcy, or for any other reason. However, notwithstanding the foregoing, if a Participant repays the amount of any prior partial or complete distribution of his Accrued Benefit pursuant to Section 11.3 below, any Interruption in Service arising from such distribution shall be removed.

## ARTICLE IX LIMITATIONS ON BENEFITS

### § 9.1 *Maximum Benefits*

The limitations of this Article IX apply in limitation years beginning on or after July 1, 2007, except as otherwise provided herein.

A. General Rule. The annual benefit otherwise payable to a Participant under the Plan at any time shall not exceed the maximum permissible benefit specified for qualified

plans under Section 415 of the Code. If the benefit the Participant would otherwise accrue in a limitation year would produce an annual benefit in excess of the maximum permissible benefit, the benefit shall be limited (or the rate of accrual reduced) to a benefit that does not exceed the maximum permissible benefit.

B. Other Plans. If the Participant is, or has ever been, a participant in another qualified defined benefit plan (without regard to whether the plan has been terminated) maintained by the Employer or a predecessor employer (other than a multiemployer plan as defined in Code Section 414(f)), the sum of the Participant's annual benefits from all such plans (counting only the benefits provided under this Plan by such Employer) may not exceed the maximum permissible benefit. Where the Participant's Employer-provided benefits under all such defined benefit plans (determined as of the same age, and counting only the benefits provided under this Plan by such Employer) would exceed the maximum permissible benefit applicable at that age, the accruals under this Plan shall be reduced to the extent required to avoid the Participant's accruals under all defined benefit plans maintained by the Employer from exceeding the maximum permissible benefit. The Trustees shall be entitled to rely on a representation by an Employer that the benefit payable to a Participant under this Plan, to the extent attributable to employment with that Employer, does not, together with any other retirement benefit payable to him under any other plan (other than a multiemployer plan as defined in Code Section 414(f) maintained by such Employer (and to the extent attributable to employment with that Employer), exceed the maximum permissible limitations of Code Section 415.

C. No Reduction in Certain Benefits. The application of the provisions of this Section 12.1 shall not cause the maximum permissible benefit for any Participant to be less than the Participant's accrued benefit under all the defined benefit Plans of the Employer or a predecessor Employer (other than a multiemployer plan as defined in Code Section 414(f)) as of the end of the last limitation year beginning before July 1, 2007 under provisions of the plans that were both adopted and in effect before April 5, 2007. The preceding sentence applies only if the provisions of such defined benefit plans that were both adopted and in effect before April 5, 2007 satisfied the applicable requirements of statutory provisions, regulations, and other published guidance relating to Code Section 415 in effect as of the end of the last limitation year beginning before July 1, 2007, as described in Treasury Regulation section 1.415(a)-1(g)(4).

## § 9.2 *Definitions*

The following terms used in this Article IX are defined as follows:

A. Annual benefit. "Annual benefit" means a benefit that is payable annually in the form of a single life annuity. Except as provided below, where a benefit is payable in a form other than a single life annuity, the benefit shall be adjusted to an actuarially equivalent single life annuity that begins at the same time as such other form of benefit and is payable on the first day of each month, before applying the limitations of this Article IX. For a Participant who has or will have distributions commencing at more than one annuity starting date, the annual benefit shall be determined as of each such annuity starting date (and shall satisfy the limitations of this Section as of each such date), actuarially adjusting for past

and future distributions of benefits commencing at the other annuity starting dates. For this purpose, the determination of whether a new starting date has occurred shall be made without regard to Treasury Regulation section 1.401(a)-20, Q&A-10(d), and with regard to Treasury Regulation section 1.415(b)-1(b)(1)(iii)(B) and (C).

No actuarial adjustment to the benefit shall be made for (a) survivor benefits payable to a surviving spouse under a qualified joint and survivor annuity to the extent such benefits would not be payable if the Participant's benefit were paid in another form; (b) benefits that are not directly related to retirement benefits (such as a qualified disability benefits, pre-retirement incidental death benefits and post-retirement medical benefits); or (c) the inclusion in the form of benefit of an automatic benefit increase feature, provided the form of benefit is not subject to Code Section 417(e)(3) and would otherwise satisfy the limitations of this Article IX, and the Plan provides that the amount payable under the form of benefit in any limitation year shall not exceed the limits of this Section applicable at the annuity starting date, as increased in subsequent years pursuant to Code Section 415(d). For this purpose, an automatic benefit increase feature is included in a form of benefit if the form of benefit provides for automatic, periodic increases to the benefits paid in that form.

The determination of the annual benefit shall take into account social security supplements described in Code Section 411(a)(9) and benefits transferred from another defined benefit plan, other than transfers of distributable benefits pursuant Treasury Regulation section 1.411(d)-4, Q&A-3(c), but shall disregard benefits attributable to employee contributions or rollover contributions.

Effective for distributions in Plan Years beginning after December 31, 2003, the determination of actuarial equivalence of forms of benefit other than a single life annuity shall be made in accordance with the following:

(i) Benefit Forms Not Subject to Code Section 417(e)(3). The single life annuity that is actuarially equivalent to the Participant's form of benefit shall be determined under this Paragraph (i) if the form of the Participant's benefit is either (A) a nondecreasing annuity (other than a single life annuity) payable for a period of not less than the life of the Participant (or, in the case of a qualified pre-retirement survivor annuity, the life of the surviving spouse), or (B) an annuity that decreases during the life of the Participant merely because of (I) the death of the survivor annuitant (but only if the reduction is not below 50% of the benefit payable before the death of the survivor annuitant), or (II) the cessation or reduction of Social Security supplements or qualified disability payments (as defined in Code Section 401(a)(11)).

(1) Limitation years beginning before July 1, 2007. For limitation years beginning before July 1, 2007, the actuarially equivalent single life annuity is equal to the annual amount of the single life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit computed using whichever of the following produces the greater annual amount: (I) the interest rate specified in Section 2.3 of the Plan and the mortality table specified in such Section 2.3 for adjusting benefits in the same form; and (II) a 5 percent interest rate assumption

and the Applicable Mortality Table defined in Section 2.3 of the Plan for that annuity starting date.

(2) Limitation years beginning on or after July 1, 2007. For limitation years beginning on or after July 1, 2007, the actuarially equivalent single life annuity is equal to the greater of (I) the annual amount of the single life annuity (if any) payable to the Participant under the Plan commencing at the same annuity starting date as the Participant's form of benefit; and (II) the annual amount of the single life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit, computed using a 5 percent interest rate assumption and the applicable mortality table defined in Section 2.3 of the Plan for that annuity starting date.

(ii) Benefit Forms Subject to Code Section 417(c)(3). The single life annuity that is actuarially equivalent to the Participant's form of benefit shall be determined under this paragraph if the form of the Participant's benefit is other than a benefit form described in section 9.2 A(i). In this case, the actuarially equivalent single life annuity shall be determined as follows:

(1) Annuity Starting Date in Plan Years Beginning After 2005. If the annuity starting date of the Participant's form of benefit is in a Plan Year beginning after 2005, the actuarially equivalent single life annuity is equal to the greatest of (I) the annual amount of the single life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit, computed using the interest rate specified in Section 2.3 of the Plan and the mortality table specified in Section 2.3 of the Plan for adjusting benefits in the same form; (II) the annual amount of the single life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit, computed using a 5.5 percent interest rate assumption and the applicable mortality table defined in Section 2.3; and (III) the annual amount of the single life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit, computed using the Applicable Interest Rate defined in Section 2.3 of the Plan and the Applicable Mortality Table defined in such Section 2.3, divided by 1.05.

(2) Annuity Starting Date in Plan Years Beginning in 2004 or 2005. If the annuity starting date of the Participant's form of benefit is in a Plan Year beginning in 2004 or 2005, the actuarially equivalent single life annuity is equal to the annual amount of the single life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit, computed using whichever of the following produces the greater annual amount: (I) the interest rate specified in Section 2.3 of the Plan and the mortality table specified in such Section 2.3 for adjusting benefits in the same form; and (II) a 5.5 percent interest rate assumption and the Applicable Mortality Table defined in Section 2.3 of the Plan.

If the annuity starting date of the Participant's benefit is on or after the first day of the first Plan Year beginning in 2004 and before December 31, 2004, the application

of this Section 9.2 shall not cause the amount payable under the Participant's form of benefit to be less than the benefit calculated under the Plan, taking into account the limitations of this Section 9.2, except that the actuarially equivalent single life annuity is equal to the annual amount of the single life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit, computed using whichever of the following produces the greatest annual amount:

(I) the interest rate specified in Section 2.3 and the mortality table specified in Section 2.3 adjusting benefits in the same form;

(II) the Applicable Interest Rate defined in Section 2.3 of the Plan and the Applicable Mortality Table defined in Section 2.3 of the Plan; and

(III) the Applicable Interest Rate defined in Section 2.3 of the Plan (as in effect on the last day of the last Plan Year beginning before January 1, 2004, under provisions of the Plan then adopted and in effect) and the Applicable Mortality Table defined in Section 2.3 of the Plan.

B. Compensation. For purposes of this Article IX, "compensation" means wages within the meaning of Code Section 3401(a) for the purposes of income tax withholding at the source but determined without regard to any rules that limit the remuneration included in wages based on the nature or location of the employment or the services performed (such as the exception for agricultural labor set forth in Code Section 3401(a)(2)).

Except as provided herein, for limitation years beginning after December 31, 1991, compensation for a limitation year is the compensation actually paid or made available during such limitation year.

For limitation years beginning on or after January 1, 2007, compensation for a limitation year shall also include compensation paid by the later of 2 ½ months after an employee's severance from employment with the Employer maintaining the plan or the end of the limitation year that includes the date of the employee's severance from employment with the Employer maintaining the plan, if:

(i) the payment is regular compensation for services during the employee's regular working hours, or compensation for services outside the employee's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar payments, and, absent a severance from employment, the payments would have been paid to the employee while the employee continued in employment with the Employer;

(ii) the payment is for unused accrued bona fide sick, vacation or other leave that the employee would have been able to use if employment had continued; or

(iii) the payment is received by the employee pursuant to a nonqualified unfunded deferred compensation Plan and would have been paid at the same time if employment had continued, but only to the extent includible in gross income.

Any payments not described above shall not be considered compensation if paid after severance from employment, even if they are paid by the later of 2 ½ months after the date of severance from employment or the end of the limitation year that includes the date of severance from employment.

Back pay, within the meaning of Treasury Regulation section 1.415(c)-2(g)(8), shall be treated as compensation for the limitation year to which the back pay relates to the extent the back pay represents wages and compensation that would otherwise be included under this definition.

For limitation years beginning after December 31, 1997, Compensation paid or made available during such limitation year shall include amounts that would otherwise be included in Compensation but for an election under Code section 125(a), 402(e)(3), 402(h)(1)(B), 402(k), 403(b), or 457(b).

For limitation years beginning after December 31, 2000, compensation shall also include any elective amounts that are not includible in the gross income of the employee by reason of CODE section 132(f)(4).

C. Defined benefit compensation limitation. The “defined benefit compensation limitation” in this multiemployer plan is applicable to limitation years ending on or before December 31, 2001 only. For those limitation years, the said “defined benefit compensation limitation” means 100 percent of a Participant's high three-year average compensation, payable in the form of a single life annuity.

In the case of a Participant who is rehired after a severance from employment, the defined benefit compensation limitation is the greater of 100 percent of the Participant's high three-year average compensation, as determined prior to the severance from employment, as adjusted pursuant to the preceding paragraph, if applicable, or 100 percent of the Participant's high three-year average compensation, as determined after the severance from employment under Subsection 9.2G.

D. Defined benefit dollar limitation. Effective for limitation years ending after December 31, 2001, the “defined benefit dollar limitation” is \$160,000, automatically adjusted under Code Section 415(d), effective January 1 of each year, as published in the Internal Revenue Bulletin, and payable in the form of a single life annuity. The new limitation shall apply to limitation years ending with or within the calendar year of the date of the adjustment, but a Participant's benefits shall not reflect the adjusted limit prior to January 1st of the said calendar year.

E. Employer. For purposes of this Article IX, “Employer” means an Employer that adopts this Plan, and all members of a controlled group of corporations, as defined in Code Section 414(b), as modified by Code Section 415(h)), all commonly controlled trades or businesses (as defined in Code Section 414(c), as modified, except in the case of a brother-sister group of trades or businesses under common control, by Code Section 415(h)), or affiliated service groups (as defined in Code Section 414(m)) of which the adopting

Employer is a part, and any other entity required to be aggregated with the Employer pursuant to Code Section 414(o).

F. Formerly affiliated plan of the Employer. A “formerly affiliated plan of the Employer” means a plan (other than a multiemployer plan as defined in Code Section 414(f)) that, immediately prior to the cessation of affiliation, was actually maintained by the Employer and, immediately after the cessation of affiliation, is not actually maintained by the Employer. For this purpose, cessation of affiliation means the event that causes an entity to no longer be considered the Employer, as defined in Code Section 414(b) as modified by Code Section 415(h), to an unrelated corporation, or that causes the Plan to not actually be maintained by that Employer. For this purpose, cessation of affiliation means the event that causes an entity to no longer be considered the Employer, such as the sale of a member controlled group of corporations, as defined in Code Section 414(b), as modified by Code Section 415(h), to an unrelated corporation, or that causes a Plan to not actually be maintained by the Employer, such as transfer of Plan sponsorship outside a controlled group.

G. High three-year average compensation. “High three-year average compensation” means the average compensation for the three consecutive years of service (or, if the Participant has less than three consecutive years of service, the Participant's longest consecutive period of service, including fractions of years, but not less than one year) with the Employer that produces the highest average. A year of service with the Employer is the 12 consecutive month period, consisting of a Plan Year. In the case of a Participant who is rehired by the Employer after a severance from employment, the Participant's high three-year average compensation shall be calculated by excluding all years for which the Participant performs no services for and receives no compensation from the Employer (the break period) and by treating the years immediately preceding and following the break period as consecutive. A Participant's compensation for a year of service shall not include compensation in excess of the limitation under Code Section 401(a)(17) that is in effect for the calendar year in which such year of service begins.

H. Limitation year. “Limitation year” means the Plan Year. All qualified plans maintained by the Employer must use the same limitation year. If the limitation year is amended to a different 12-consecutive month period, the new limitation year must begin on a date within the limitation year in which the amendment is made.

I. Maximum permissible benefit. For limitation years ending on or before December 31, 2001, “maximum permissible benefit” means the lesser of the defined benefit dollar limitation or the defined benefit compensation limitation (both adjusted where required, as provided below). For subsequent limitation years, the “maximum permissible benefit” is the defined benefit compensation limitation only.

(i) Adjustment of for less than 10 years of participation or service. If a Participant has less than 10 years of participation in the Plan, the defined benefit dollar limitation shall be multiplied by a fraction -- (i) the numerator of which is the number of years (or part thereof, but not less than one year) of participation in the Plan, and (ii) the denominator of which is 10. In the case of a Participant who has less than ten years of service with the Employer, the defined benefit compensation limitation, if applicable, shall be multiplied

by a fraction -- (i) the numerator of which is the number of years (or part thereof, but not less than one year) of service with the Employer, and (ii) the denominator of which is 10.

(ii) Adjustment of defined benefit dollar limitation for benefit commencement before age 62 or after age 65. Effective for benefits commencing in limitation years ending after December 31, 2001, the defined benefit dollar limitation shall be adjusted if the annuity starting date of the Participant's benefit is before age 62 or after age 65. If the annuity starting date is before age 62, the defined benefit dollar limitation shall be adjusted under Subsection (1) below. If the annuity starting date is after age 65, the defined benefit dollar limitation shall be adjusted in accordance with the rules set forth under Subsection (2) below.

(1) Adjustment of defined benefit dollar limitation for benefit commencement before age 62:

(I) Limitation years beginning before July 1, 2007. If the annuity starting date for the Participant's benefit is prior to age 62 and occurs in a limitation year beginning before July 1, 2007, the defined benefit dollar limitation for the Participant's annuity starting date is the annual amount of a benefit payable in the form of a single life annuity commencing at the Participant's annuity starting date that is the actuarial equivalent of the defined benefit dollar limitation (adjusted under section 9.2 I(i) for years of participation less than 10, if required) with actuarial equivalence computed using whichever of the following produces the smaller annual amount: (1) the interest rate specified in Section 2.3 above and the mortality table specified in the said Section 2.3; or (2) a 5-percent interest rate assumption and the applicable mortality table as defined in Section 2.3.

(II) Limitation years beginning on or after July 1, 2007.

(a) Plan does not have immediately commencing single life annuity payable at both age 62 and the age of benefit commencement. If the annuity starting date for the Participant's benefit is prior to age 62 and occurs in a limitation year beginning on or after July 1, 2007, and the Plan does not have an immediately commencing single life annuity payable at both age 62 and the age of benefit commencement, the defined benefit dollar limitation for the Participant's annuity starting date is the annual amount of a benefit payable in the form of a single life annuity commencing at the Participant's annuity starting date that is the actuarial equivalent of the defined benefit dollar limitation (adjusted under Subsection 9.2 I (i) for years of participation less than 10, if required) with actuarial equivalence computed using a 5 percent interest rate assumption and the applicable mortality table for the annuity starting date as defined in Section 2.3 (and expressing the Participant's age based on completed calendar months as of the annuity starting date).

(b) Plan has immediately commencing single life annuity payable at both age 62 and the age of benefit commencement. If the annuity starting date for the Participant's benefit is prior to age 62 and occurs in a limitation year

beginning on or after July 1, 2007, and the Plan has an immediately commencing single life annuity payable at both age 62 and the age of benefit commencement, the defined benefit dollar limitation for the Participant's annuity starting date is the lesser of the limitation determined under the subsection immediately above, and the defined benefit dollar limitation (adjusted under Subsection 9.2 I (i) for years of participation less than 10, if required) multiplied by the ratio of the annual amount of the immediately commencing single life annuity under the Plan at the Participant's annuity starting date to the annual amount of the immediately commencing single life annuity under the Plan at age 62, both determined without applying the limitations of this Section.

(2) Adjustment of defined benefit dollar limitation for benefit commencement after age 65.

(I) Limitation years beginning before July 1, 2007. If the annuity starting date for the Participant's benefit is after age 65 and occurs in a limitation year beginning before July 1, 2007, the defined benefit dollar limitation for the Participant's annuity starting date is the annual amount of a benefit payable in the form of a single life annuity commencing at the Participant's annuity starting date that is the actuarial equivalent of the defined benefit dollar limitation (adjusted under Subsection 9.2 I (i) for years of participation less than 10, if required) with actuarial equivalence computed using whichever of the following produces the smaller annual amount: (1) the interest rate specified in Section 2.3 above and the mortality table specified in such Section 2.3; or (2) a 5-percent interest rate assumption and the Applicable Mortality Table as defined in Section 2.3.

(II) Limitation years beginning on or after July 1, 2007.

(a) Plan does not have immediately commencing single life annuity payable at both age 65 and the age of benefit commencement. If the annuity starting date for the Participant's benefit is after age 65 and occurs in a limitation year beginning on or after July 1, 2007, and the Plan does not have an immediately commencing single life annuity payable at both age 65 and the age of benefit commencement, the defined benefit dollar limitation at the Participant's annuity starting date is the annual amount of a benefit payable in the form of a single life annuity commencing at the Participant's annuity starting date that is the actuarial equivalent of the defined benefit dollar limitation (adjusted under Subsection 9.2 I (i) for years of participation less than 10, if required), with actuarial equivalence computed using a 5 percent interest rate assumption and the Applicable Mortality Table for that annuity starting date as defined in Section 2.3 above (and expressing the Participant's age based on completed calendar months as of the annuity starting date).

(b) Plan has immediately commencing single life annuity payable at both age 65 and the age of benefit commencement. If the annuity starting date for the Participant's benefit is after age 65 and occurs in a limitation year beginning on

or after July 1, 2007, and the Plan has an immediately commencing single life annuity payable at both age 65 and the age of benefit commencement, the defined benefit dollar limitation at the Participant's annuity starting date is the lesser of the limitation determined under the Subsection immediately above, and the defined benefit dollar limitation (adjusted under Sub-section 9.2 I (i) for years of participation less than 10, if required) multiplied by the ratio of the annual amount of the adjusted immediately commencing single life annuity under the Plan at the Participant's annuity starting date to the annual amount of the adjusted immediately commencing single life annuity under the Plan at age 65, both determined without applying the limitations of this Article IX. For this purpose, the adjusted immediately commencing single life annuity under the Plan at the Participant's annuity starting date is the annual amount of such annuity payable to the Participant, computed disregarding the Participant's accruals after age 65 but including actuarial adjustments even if those actuarial adjustments are used to offset accruals; and the adjusted immediately commencing single life annuity under the Plan at age 65 is the annual amount of such annuity that would be payable under the Plan to a hypothetical Participant who is age 65 and has the same accrued benefit as the Participant.

(c) Special Rule. Notwithstanding the other requirements of this Sub-section (ii), no adjustment shall be made to the defined benefit dollar limitation to reflect the probability of a Participant's death between the annuity starting date and age 62, or between age 65 and the annuity starting date, as applicable, if benefits are not forfeited upon the death of the Participant prior to the annuity starting date. To the extent benefits are forfeited upon death before the annuity starting date, such an adjustment shall be made. For this purpose, no forfeiture shall be treated as occurring upon the Participant's death if the Plan does not charge Participants for providing a qualified preretirement survivor annuity, as defined in Code Section 417(c), upon the Participant's death.

(iii) Minimum benefit permitted. Notwithstanding anything else in this Article IX to the contrary, the benefit otherwise accrued or payable to a Participant under this Plan shall be deemed not to exceed the maximum permissible benefit if:

(1) the retirement benefits payable for a limitation year under any form of benefit with respect to such Participant under this Plan and under all other defined benefit plans (without regard to whether a plan has been terminated) ever maintained by the Employer do not exceed \$10,000 multiplied by a fraction -- (I) the numerator of which is the Participant's number of years (or part thereof, but not less than one year) of Service (not to exceed 10) with the Employer, and (II) the denominator of which is 10; and

(2) the Employer (or a predecessor Employer) has not at any time maintained a defined contribution Plan in which the Participant participated (for this purpose, mandatory employee contributions under a defined benefit Plan, individual medical accounts under Code Section 401(h), and accounts for postretirement medical benefits

established under Code Section 419A(d)(1) are not considered a separate defined contribution Plan).

J. Predecessor employer. If an Employer maintains a Plan that provides a benefit which the Participant accrued while performing services for a former Employer, the former Employer is a “predecessor employer” with respect to the Participant in the Plan. A former entity that antedates the Employer is also a predecessor Employer with respect to a Participant if, under the facts and circumstances, the Employer constitutes a continuation of all or a portion of the trade or business of the former entity.

K. Severance from employment. An employee has a “severance from employment” when the employee ceases to be an employee of an Employer maintaining the Plan, in accordance with the provisions of the Employer’s Collective Bargaining Agreement, if applicable. An employee does not have a severance from employment if, in connection with a change of employment, the employee’s new Employer maintains the Plan with respect to the employee.

L. Year of participation. The Participant shall be credited with a “year of participation” (computed to fractional parts of a year) for each accrual computation period for which the following conditions are met: (1) the Participant is credited with at least the number of hours of service (or period of service if the elapsed time method is used) for benefit accrual purposes required under the terms of the Plan in order to accrue a benefit for the accrual computation period and (2) the Participant is included as a Participant under the eligibility provisions of the Plan for at least one day of the accrual computation period. If these two conditions are met, the portion of a year of participation credited to the Participant shall equal the amount of benefit accrual service credited to the Participant for such accrual computation period. A Participant who is permanently and totally disabled within the meaning of Code Section 415(c)(3)(C)(i) for an accrual computation period shall receive a year of participation with respect to that period. In addition, for a Participant to receive a year of participation (or part thereof) for an accrual computation period, the Plan must be established no later than the last day of such accrual computation period. In no event shall more than one year of participation be credited for any 12-month period.

M. Year of service. For purposes of Subsection 12.2 G, the Participant shall be credited with a year of service (computed to fractional parts of a year) for each accrual computation period for which the Participant is credited with at least the number of hours of service for benefit accrual purposes required under the terms of the Plan in order to accrue a benefit for the accrual computation period, taking into account only service with the Employer or a predecessor employer.

### § 9.3 *Additional Rules Regarding Benefits Provided By Affiliated Plans*

The following rules are also applicable to this Article IX:

A. Benefits under terminated plans. If a defined benefit plan maintained by an Employer (other than a multiemployer plan as defined in Code Section 414(f)) has terminated with sufficient assets for the payment of benefit liabilities of all plan Participants and a Participant in the plan has not yet commenced benefits under the plan, the benefits provided pursuant

to the annuities purchased to provide the Participant's benefits under the terminated plan at each possible annuity starting date shall be taken into account in applying the limitations of this Article XII. If there are not sufficient assets for the payment of all Participants' benefit liabilities, the benefits taken into account shall be the benefits that are actually provided to the Participant under the terminated plan.

B. Benefits transferred from a plan. If a Participant's benefits under a defined benefit plan maintained by an Employer (other than a multiemployer plan as defined in Code Section 414(f)) are transferred to another defined benefit plan maintained by the Employer and the transfer is not a transfer of distributable benefits pursuant to Treasury Regulation section 1.411(d)-4, Q&A-3(c), the transferred benefits are not treated as being provided under the transferor plan (but are taken into account as benefits provided under the transferee plan). If a Participant's benefits under a defined benefit plan maintained by the Employer (other than a multiemployer plan as defined in Code Section 414(f)) are transferred to another defined benefit plan that is not maintained by the Employer and the transfer is not a transfer of distributable benefits pursuant to Treasury Regulation section 1.411(d)-4, Q&A-3(c), the transferred benefits are treated by the Employer's plan as if such benefits were provided under annuities purchased to provide benefits under a plan maintained by the Employer that terminated immediately prior to the transfer with sufficient assets to pay all Participants' benefit liabilities under the plan. If a Participant's benefits under a defined benefit plan maintained by the Employer (other than a multiemployer plan as defined in Code Section 414(f)) are transferred to another defined benefit plan in a transfer of distributable benefits pursuant to Treasury Regulation section 1.411(d)-4, Q&A-3(c), the amount transferred is treated as a benefit paid from the transferor plan.

C. Formerly affiliated plans of an Employer. A formerly affiliated Plan of an Employer (other than a multiemployer plan as defined in Code Section 414(f)) shall be treated as a Plan maintained by the Employer, but the formerly affiliated Plan shall be treated as if it had terminated immediately prior to the cessation of affiliation with sufficient assets to pay Participants' benefit liabilities under the Plan and had purchased annuities to provide benefits.

D. Plans of a predecessor employer. If the Employer maintains a defined benefit Plan (other than a multiemployer plan as defined in Code Section 414(f)) that provides benefits accrued by a Participant while performing services for a predecessor Employer, the Participant's benefits under a Plan maintained by the predecessor Employer shall be treated as provided under a Plan maintained by the Employer. However, for this purpose, the Plan of the predecessor Employer shall be treated as if it had terminated immediately prior to the event giving rise to the predecessor Employer relationship with sufficient assets to pay Participants' benefit liabilities under the Plan, and had purchased annuities to provide benefits: the Employer and the predecessor Employer shall be treated as if they were a single Employer immediately prior to such event and as unrelated Employers immediately after the event; and if the event giving rise to the predecessor relationship is a benefit transfer, the transferred benefits shall be excluded in determining the benefits provided under the Plan of the predecessor Employer.

E. Special rules. The limitations of this Article shall be determined and applied taking into account the rules in Treasury Regulation Section 1.415(f)-1(d), (e) and (h).

ARTICLE X  
DISTRIBUTION OF BENEFITS

§ 10.1 *Form and Notice of Distribution*

A. Retirement, Termination, Disability and Disability Retirement Benefits. Subject to the provisions of Section 10.2 and 11.2 below, and to the provisions of Sections 7.4 and 7.5 above relating to Disability and Disability Retirement Benefits, a Participant may elect at any time after attaining Normal Retirement Age, Early Retirement Age, or becoming eligible for a benefit upon termination of employment or Disability or Disability Retirement Benefit, but no earlier than the day following the date of his termination of employment, to receive distribution of his vested Accrued Benefit. Further, subject to the right of an Eastman Machine Participant to receive a partial installment payment benefit for service after October 15, 2007 (together with a partial benefit in another form), and subject to the right of a terminated Participant with a Pre-January 1, 1989 Future Service Benefit to receive a partial cash lump-sum, a Participant may elect to receive his vested Accrued Benefit in any one of the following forms:

(i) Single life annuity. A single life annuity is an annuity for life, payable monthly, with no additional payments after the Participant's death. Unless otherwise elected, a Participant who is not married on his annuity starting date shall receive the value of his benefit as a single life annuity. The single life annuity is the normal form of benefit for annuity starting dates after December 31, 2012. For annuity starting dates prior to January 1, 2013, it is the actuarial equivalent of the lump sum benefit at Normal Retirement Age;

(ii) Qualified Joint and Survivor Annuity. A Qualified Joint and Survivor Annuity, as provided in Section 10.3 below, is an annuity with monthly payments continuing to the spouse in an amount that is 50% or 100% of the monthly amount payable to the Participant. Unless otherwise elected, a Participant who is married on his annuity starting date shall receive the value of his benefit as a 50% Qualified Joint and Survivor Annuity. The 50% and 100% Qualified Joint and Survivor Annuity are each the actuarial equivalent of the normal form of benefit at Normal Retirement Age. However, each such Qualified Joint and Survivor Annuity shall be subsidized with an additional (that is, additional to the value of an actuarial equivalent single life annuity or lump-sum distribution, thereby making such Qualified Joint and Survivor Annuities more valuable than all other forms of benefit under the Plan) "pop-up" feature, whereby, if the spouse predeceases the Participant, the amount of the Participant's monthly benefit "pops-up" to what such benefit would have been had the Participant elected the single life annuity form of benefit;

(iii) Qualified Optional Survivor Annuity. This is an annuity, effective with respect to Plan Years beginning after December 31, 2007, with monthly payments to the Participant for life, and with monthly payments continuing to the spouse for her lifetime in an amount that is 75% of the monthly amount payable to the Participant. The Qualified Optional Survivor Annuity includes the same free "pop-up" feature as the Qualified Joint and Survivor Annuity.

(iv) Five year certain and life, ten years certain and life, and fifteen years certain and life options. These are monthly payments for the Participant's lifetime, and in the event of his death before receiving 60, 120 or 180 such monthly payments, continuing payments to the designated beneficiary until a total of 60, 120 or 180 monthly payments have been received. These annuity payments are the actuarial equivalent of the normal forms of benefit;

(v) Contingent Annuitant Option. A joint and survivor annuity, which is the actuarial equivalent of the normal forms of benefit, providing monthly installment payments to the Participant for his lifetime, and after his death to his designated beneficiary during the beneficiary's life either (1) in the same amount, (2) in two-thirds (2/3) of the amount, or (3) in one half (1/2) of the amount; or

(vi) Lump-sum distribution or installments over five, ten or fifteen years. A lump-sum distribution of the value of the Participant's Past and Future Service Benefits may also be received as monthly installment payments compounded at 7.0 percent per annum over 60, 120 or 180 months. The lump-sum is the normal form of benefit for annuity starting dates before January 1, 2013. However, the lump-sum distribution is not available as an optional form of benefit under this Plan after December 31, 2012, or with respect to service (benefits accrued) under the provisions of the Eastman Machine Plan prior to October 16, 2007. The monthly installment payments are also not available as an optional form of benefit with respect to service (benefits accrued) under the provisions of the Eastman Machine Plan prior to October 16, 2007, but are, unlike the lump-sum distribution, available as an optional form of benefit under this Plan after December 31, 2012.

However, notwithstanding any provision of this Plan to contrary, no payment of lump-sum distributions or installment payments may be made, or commence to be made, while this Plan is in either critical or endangered status under pertinent provisions of the Pension Protection Act of 2006.

(vii) Direct Rollover. A direct rollover as described in Article XI below.

B. Pre-Retirement Survivor and Death Benefits for Non-Eastman Machine Service. Subject to the provisions of Section 10.2 and 11.2 below, a Participant's surviving spouse or other designated beneficiary may elect after his death to receive distribution of his vested Accrued Benefit (to the extent attributable to service other than service under the Eastman Machine Plan prior to October 16, 2007) in one of the following forms:

(i) Qualified Pre-Retirement Survivor Annuity. In the case of a surviving spouse, the Qualified Pre-Retirement Survivor Annuity as provided in Section 11.2 C below (to the extent attributable to service other than service under the Eastman Machine Plan prior to October 16, 2007), or if greater, a Qualified Pre-Retirement Survivor Annuity which is, as indicated, the Actuarial Equivalent of the Participant's vested Accrued Benefit (once again, to the extent attributable to service other than service under the Eastman Machine Plan prior to October 16, 2007);

(ii) Lump-sum distribution or installments over five years. In the case of a surviving spouse or other designated Beneficiary, a lump-sum distribution of the value of the Participant's Past and Future Service Benefits may also be received as monthly installment payments compounded at 7.0 percent per annum over 60 months. However, the lump-sum distribution is not available as an optional form of benefit under this Plan after December 31, 2012, or with respect to service under the Eastman Machine Plan prior to October 16, 2007. The monthly installment payments are also not available as an optional form of benefit with respect to service (benefits accrued) under the provisions of the Eastman Machine Plan prior to October 16, 2007, but are, unlike the lump-sum distribution, available as an optional form of benefit under this Plan after December 31, 2012.

In order to make such election of an optional lump sum or installments effective, however, a surviving spouse must make her selection, in a format prescribed by the Plan Administrator, no later than six months after the death of the Participant.

However, notwithstanding any provision of this Plan to contrary, no payment of lump-sum distributions or installment payments may be made, or commence to be made, while this Plan is in either critical or endangered status under pertinent provisions of the Pension Protection Act of 2006. Instead, the beneficiary of an unmarried Participant shall receive an annuity in the monthly amount of the Participant's accrued benefit (expressed as a single life annuity), payable over such term as is necessary to amortize the lump-sum distribution amount at 7.0% per annum.

(iii) Direct Rollover. A direct rollover as described in Article XI below.

C. Pre-Retirement Survivor Annuity for Eastman Machine Service. Subject to the provisions of Section 10.2 and 11.2 below, an Eastman Machine Participant may elect to have a Qualified Pre-Retirement Survivor Annuity paid to his surviving spouse as provided in Section 11.2 D below (calculated with respect to his service under the Eastman Machine Plan prior to October 16, 2007 only); provided, however, that any such surviving spouse shall only be entitled to such Qualified Pre-Retirement Survivor Annuity if the Participant and such spouse had been married throughout the one year period ending on the earlier of the Participant's annuity starting date or the date of his death.

The amount of any lump sum or monthly payments an Eastman Machine Participant or beneficiary may receive pursuant to the provisions of the Plan shall be reduced to reflect the cost of the benefits of the said Qualified Pre-Retirement Survivor Annuity (calculated with respect to his service under the Eastman Machine Plan prior to October 16, 2007). Notwithstanding the foregoing, if an Eastman Machine Participant reaches his earliest retirement age as defined in Section 11.2 F(ii) below or elects to waive the said Qualified Pre-Retirement Survivor Annuity, there shall be no such reduction for the period following his earliest retirement age or for the period during which the waiver is in effect. Prior to the time the Plan allows the Participant to waive the said Qualified Pre-Retirement Survivor Annuity, the Plan may not charge the Participant for the cost of such benefit by reducing the Participant's benefits under the Plan or by any other method.

Except as provided in this Subsection C, no death benefits shall be payable under this Plan with respect to service under the Eastman Machine Plan.

D. Present Value of Vested Accrued Benefit Does Not Exceed \$5,000. Notwithstanding the preceding (other than the prohibition regarding critical or endangered status under the Pension Protection Act of 2006), if a Participant terminates service, and the present value of the Participant's vested Accrued Benefit does not exceed \$5,000, the entire amount of such vested Accrued Benefit shall be distributed in the form of a lump-sum within 90 days after the end of the Plan Year in which such termination occurs, or as soon thereafter as is administratively feasible (but no later than close of the second Plan Year following the Plan Year in the Employee's termination occurs) and the nonvested portion will be treated as a forfeiture. For purposes of this Section 10.1, if the present value of a Participant's vested Accrued Benefit is zero, the Participant shall be deemed to have received a distribution of such vested Accrued Benefit.

E. Present Value of Vested Accrued Benefit Exceeds \$5,000. If either the value of a Participant's vested Accrued Benefit derived from Employer and Employee contributions exceeds \$5,000 or there are remaining payments to be made with respect to a particular distribution option that previously commenced, and the Accrued Benefit is immediately distributable, the Participant and the Participant's spouse (or where either the Participant or the spouse has died, the survivor) must consent to any distribution of such vested Accrued Benefit.

(i) The consent of the Participant and the Participant's spouse shall be obtained in writing within the 180-day period (90-day period for plan years beginning before January 1, 2007) ending on the annuity starting date. The annuity starting date is the first day of the first period for which an amount is paid as an annuity or any other form.

(ii) The Administrator shall notify the Participant and the Participant's spouse of the right to defer any distribution until the Participant's accrued benefit is no longer immediately distributable. Such notification shall include a general description of the material features, and an explanation of the relative values of, the optional forms of benefit available under the plan in a manner that would satisfy the notice requirements of Code Section 417(a)(3) and Treasury Regulation section 1.417(a)-3. For notices given in plan years beginning after December 31, 2006, such notification shall also include a description of how much larger benefits will be if the commencement of distributions is deferred.

(iii) The notification shall be provided no less than 30 days and no more than 180 days (90 days for notices given in plan years beginning before January 1, 2007) prior to the annuity starting date. However, distribution may commence less than 30 days after the notice described in the preceding sentence is given, provided the distribution is one to which Code Sections 401(a)(11) and 417 do not apply, the Administrator clearly informs the Participant that the Participant has a right to a period of at least 30 days after receiving the notice to consider the decision of whether or not to elect a distribution (and, if applicable, a particular distribution option), and the Participant, after receiving the notice, affirmatively elects a distribution.

(iv) Notwithstanding the foregoing, only the Participant need consent to the commencement of a distribution in the form of a Qualified Joint and Survivor Annuity while the Accrued Benefit is immediately distributable. Neither the consent of the Participant nor the Participant's spouse shall be required to the extent that a distribution is required to satisfy Code Section 401(a)(9) or section 415.

§ 10.2 *Required Time of Distribution*

Subject to the provisions of Section 11.2, Joint and Survivor Annuity and Pre-Retirement Survivor Annuity, the requirements of this and the following Sections shall apply to any distribution of a Participant's interest and will take precedence over any inconsistent provisions of this Plan. Unless otherwise specified, the provisions of this Article apply to calendar years beginning after December 31, 2002.

A. Requirements of Treasury Regulations Incorporated by Reference. All distributions required under this Article shall be determined and made in accordance with Code Section 401(a)(9), including the incidental benefit requirement in Code Section 401(a)(9)(G), and the Treasury Regulations thereunder. As of the first Distribution Calendar Year, distributions to a Participant, if not made in a single sum, may only be made over one of the following periods:

- (i) the life of the Participant.
- (ii) the life of the Participant and a Designated Beneficiary.
- (iii) a period certain not extending beyond the life expectancy of the Participant, or
- (iv) a period certain not extending beyond the joint and last survivor expectancy of the Participant and a Designated Beneficiary.

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

C. Required time of distribution. The required time of distribution of a benefit under the Plan shall be as follows:

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

(ii) 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:

- (1) If the Participant's surviving spouse is the Participant's sole Designated Beneficiary, distributions to the surviving spouse will begin by December 31 of the

calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age 70 ½, if later, except that:

(I) If the Participant dies before distributions are required to begin and there is a designated Beneficiary, distributions to the designated Beneficiary are not required to begin by the date specified in Subsection 10.2 C(ii), but the Participant's entire interest will be distributed to the designated Beneficiary by December 31 of the calendar year containing the fifth anniversary of the Participant's death. 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 either the Participant or the surviving spouse begin, this election will apply as if the surviving spouse were the Participant.

(II) Participants or Beneficiaries may elect on an individual basis whether the 5-year rule or the life expectancy rule in this Subsection 10.2 C(ii) and Subsection 10.2 E(ii) applies to distributions after the death of a Participant who has a designated Beneficiary. The election must be made no later than the earlier of September 30 of the calendar year in which distributions would be required to begin under Subsection 10.2 C(ii), or by September 30 of the calendar year which contains the fifth anniversary of the Participant's (or, if applicable, surviving spouse's) death. If neither the Participant nor Beneficiary makes an election under this Paragraph (II), distributions will be made in accordance with Subsection 10.2 C(ii) and 10.2 E(ii), and if applicable, the elections in Paragraph (I) above.

(2) If the Participant's surviving spouse is not the Participant's sole Designated Beneficiary, distributions to the Designated Beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, except that:

(I) If the Participant dies before distributions are required to begin and there is a designated Beneficiary, distributions to the designated Beneficiary are not required to begin by the date specified in Subsection 10.2 C(ii), but the Participant's entire interest will be distributed to the designated Beneficiary by December 31 of the calendar year containing the fifth anniversary of the Participant's death. 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 either the Participant or the surviving spouse begin, this election will apply as if the surviving spouse were the Participant.

(II) Participants or Beneficiaries may elect on an individual basis whether the 5-year rule or the life expectancy rule in this Subsection 10.2 C(ii) and Subsection 10.2 E(ii) applies to distributions after the death of a Participant who has a designated Beneficiary. The election must be made no later than the earlier of September 30 of the calendar year in which distributions would be required to begin under Subsection 10.2 C(ii), or by September 30 of the calendar year which contains the fifth anniversary of the Participant's (or, if applicable, surviving spouse's) death. If

neither the Participant nor Beneficiary makes an election under this Paragraph (II), distributions will be made in accordance with Subsection 10.2 C(ii) and Subsection 10.2 E(ii), and if applicable, the elections in Paragraph (I) above.

(3) 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.

(4) 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 are required to begin, this Section 10.2 C, other than Section 10.2 C(i), will apply as if the surviving spouse were the Participant.

For purposes of this Subsection C and Section 10.2 F below, unless Subsection (4) above applies, distributions are considered to begin on the Participant's required beginning date. If Subsection (4) above applies, distributions are considered to begin on the date distributions are required to begin to the surviving spouse under Subsection (1). If distributions under an annuity meeting the requirements of this Section 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 Subsection (1) above, the date distributions are considered to begin is the date distributions actually commence.

(iii) Form of Distribution. 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 Code Section 401(a)(9) and Treasury Regulation Section 1.401(a)(9). Any part of the Participant's interest which is in the form of an individual account described in Code Section 414(k) will be distributed in a manner satisfying the requirements of Code Section 401(a)(9) and Treasury Regulation Section 1.401(a)(9) that apply to individual accounts. Unless the Participant's interest is distributed in the form of an annuity purchased from an insurance company or in a lump-sum on or before the required beginning date, as of the first distribution calendar year distributions will be made on the required beginning date.

D. The minimum amount required to be distributed each year is determined as follows:

(i) General Annuity Requirements. If the Participant's interest is to be paid in the form of annuity distributions under the Plan, payments under the annuity shall satisfy the following requirements:

(1) the annuity distributions will be paid in periodic payments made at intervals not longer than one year;

(2) the distribution period must be over a life (or lives) or over a period certain not longer than the period described in Section 10.2 E or 10.2 F;

(3) once payments have begun over a period certain, the period certain will be changed only in accordance with even if the period certain is shorter than the maximum permitted;

(4) payments must either be nonincreasing or increase only as follows:

(I) by an annual percentage increase that does not exceed the percentage increase in an eligible cost-of-living index for a 12-month period ending in the year during which the increase occurs or a prior year;

(II) by a percentage increase that occurs at specific times and does not exceed the cumulative total of annual percentage increases in an eligible cost-of-living index since the annuity starting date, or if later, the date of the most recent percentage increase;

(III) by a constant percentage of less than 5 percent per year, applied not less frequently than annually;

(IV) as a result of a dividend or other payments that result from actuarial gains, provided that actuarial gain is measured not less frequently than annually; that the resulting dividends or other payments are either paid no later than the year following the year for which the actuarial experience is measured or paid in the same form as the payment of the annuity over the remaining period of the annuity (beginning no later than the year following the year for which actuarial experience is measured); the actuarial gain taken into account is limited to actuarial gain from investment experience; the assumed interest rate used to calculate such actuarial gain is not less than 3 percent; and the annuity payments are not increased by a constant percentage as described in Subsection III above of this Section 10.2 D(i)(4);

(V) to the extent of the reduction in the amount of the Participant's payments to provide for a survivor benefit, but only if there is no longer a survivor benefit because the Beneficiary whose life was being used to determine the distribution period described in Section 10.2 E dies or is no longer the Participant's beneficiary pursuant to a qualified domestic relations order within the meaning of Code Section 414(p);

(VI) to provide a final payment upon the Participant's death not greater than the excess of the actuarial present value of the Participant's accrued benefit (within the meaning of Code Section 411(a)(7)) calculated as of the annuity starting date using the Applicable Interest Rate defined in Section 2.3 and the Applicable Mortality Table also defined in the said Section 2.3 over the total of payments before the Participant's death;

(VII) to allow a Beneficiary to convert the survivor portion of a single life annuity into a lump-sum distribution upon the Participant's death; or

(VIII) to pay increased benefits that result from a plan amendment.

(ii) Amount Required to be Distributed by Required Beginning Date. The amount that must be distributed on or before the Participant's required beginning date (or, if the Participant dies before distributions begin, the date distributions are required to begin under Section 10.2 C(ii)(1) or (2)) is the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval even if that payment interval ends in the next calendar year. All of the Participant's benefit accruals as of the last day of the first distribution calendar year will be included in the calculation of the amount of the annuity payments for payment intervals ending on or after the Participant's required beginning date.

(iii) Additional Accruals After First Distribution Calendar Year. Any additional benefits accruing to the Participant in a calendar year after the first distribution calendar year will be distributed beginning with the first payment interval ending in the calendar year immediately following the calendar year in which the benefit accrues.

E. The following requirements apply to annuity distributions that commence during the Participant's lifetime:

(i) Joint Life Annuities Where the Beneficiary is not the Participant's Spouse. If the Participant's interest is being distributed in the form of a joint and survivor annuity for the joint lives of the Participant and a nonspouse Beneficiary, annuity payments to be made on or after the Participant's required beginning date to the Designated Beneficiary after the Participant's death must not at any time exceed the applicable percent-age of the annuity payment for such period that would have been payable to the Participant, using the table set forth in Treasury Regulation Section 1.401(a)(9)-6, Q&A-2(c)(2), in the manner described in Q&A-2(c)(1), to determine the applicable percentage. If the form of distribution combines a joint and survivor annuity for the joint lives of the Participant and a nonspouse Beneficiary and a period certain annuity, the requirement in the preceding sentence will apply to annuity payments to be made to the Designated Beneficiary after the expiration of the period certain.

(ii) Period Certain Annuities Unless the Participant's spouse is the sole Designated Beneficiary and the form of distribution is a period certain with no life annuity, the period certain for an annuity distribution commencing during the Participant's lifetime may not exceed the applicable distribution period for the Participant under the Uniform Lifetime Table set forth in Treasury Regulation Section 1.401(a)(9)-9, Q&A-2, for the calendar year that contains the annuity starting date. If the annuity starting date precedes the year in which the Participant reaches age 70, the applicable distribution period for the Participant is the distribution period for age 70 under the Uniform Lifetime Table set forth in Treasury Regulation Section 1.401(a)(9)-9, Q&A-2, plus the excess of 70 over the age of the Participant as of the Participant's birthday in the year that contains the annuity starting date. If the Participant's spouse is the Participant's sole Designated Beneficiary and the form of distribution is a period certain and no life annuity, the period certain may not exceed the longer of the Participant's applicable distribution period as determined under this Section 10.2 E(ii), or the joint life and last survivor expectancy of the Participant and the Participant's spouse as determined under the Joint and Last Survivor Table set forth in Treasury Regulation Section 1.401(a)(9)-9, Q&A-3, using the

Participant's and spouse's attained ages as of the Participant's and spouse's birth-days in the calendar year that contains the annuity starting date.

F. The following requirements apply to minimum required distributions after a Participant's death.

(i) Participant Dies After Distribution Begins. If the Participant dies after distribution of his or her interest begins in the form of an annuity meeting the requirements of this Article, the remaining portion of the Participant's interest will continue to be distributed over the remaining period over which the distribution commenced.

(ii) Participant Dies Before Distribution Begins. If the Participant dies before distributions begin –

(1) If the Participant dies before the date distribution of his or her interest begins and there is a Designated Beneficiary, the Participant's entire interest will be distributed, beginning no later than the time described in Section 10.2 C(ii)(1) and C(ii)(2), over the life of the Designated Beneficiary or over a period certain not exceeding:

(I) unless the annuity starting date is before the first distribution calendar year, the life expectancy of the Designated Beneficiary determined using the Beneficiary's age as of the Beneficiary's birthday in the calendar year immediately following the calendar year of the Participant's death; or

(II) if the annuity starting date is before the first distribution calendar year, the life expectancy of the Designated Beneficiary determined using the Beneficiary's age as of the Beneficiary's birthday in the calendar year that contains the annuity starting date.

(2) No Designated Beneficiary. If the Participant dies before the date distribution of his or her interest begins and there is no Designated Beneficiary as of September 30 of the year following the year of the Participant's death, distribution of the Participant's entire interest will be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(3) Death of Surviving Spouse Before Distributions to Surviving Spouse Begin. If the Participant dies before the date distribution of his or her interest begins, the Participant's surviving spouse is the Participant's sole Designated Beneficiary, and the surviving spouse dies before distributions to the surviving spouse begin, this Section 10.2 F will apply as if the surviving spouse were the Participant, except that the time by which distributions must begin will be determined without regard to Subsection 10.2 C(ii)(1).

G. The following requirements apply to changes in the annuity payment period.

(i) Circumstances Allowing. An annuity payment period may be changed only in association with an annuity payment increase described in Subsection 10.2 C(i)(4) above or in accordance with Subsection 10.2 F(ii) immediately below.

(ii) Reannuitization. An annuity payment period may be changed and the annuity payments modified if the conditions in Subsection 10.2 G(iii) below are satisfied and:

(1) the modification occurs when the Participant retires or in connection with a Plan termination;

(2) the payment period prior to modification is a period certain without life contingencies; or

(3) the annuity payments after modification are paid under a qualified joint and survivor annuity over the joint lives of the Participant and a Designated Beneficiary, the Participant's spouse is the sole Designated Beneficiary, and the modification occurs in connection with the Participant's becoming married to such spouse.

(iii) Conditions That Must be Satisfied. The conditions in this Subsection 10.2 G(iii) are satisfied if:

(1) the future payments after the modification satisfy the requirements of Code Section 401(a)(9), Treasury Regulation Section 1.401(a)(9), and this Section (determined by treating the date of the change as a new annuity starting date and the actuarial present value of the remaining payments prior to modification as the entire interest of the Participant);

(2) for purposes of Code Section 415 and Code Section 417, the modification is treated as a new annuity starting date;

(3) after taking into account the modification, the annuity (including all past and future payments) satisfies the requirements of Code Section 415 (determined at the original annuity starting date, using the interest rates and mortality tables applicable to such date); and

(4) the end point for the period certain, if any, for any modified payment period is not later than the end point available to the employee at the original annuity starting date under Code Section 401(a)(9) and this Section.

H. The following requirements apply to payments to a surviving child.

(i) For purposes of this Section, payments made to a Participant's surviving child until the child reaches the age of majority (or dies, if earlier) shall be treated as if such payments were made to the surviving spouse to the extent that the payments become payable to the surviving spouse upon cessation of the payments to the child.

(ii) For purposes of this Subsection, a child shall be treated as having not reached the age of majority if the child has not completed a specified course of education and the

child is under the age of 26. Also, a child who is disabled within the meaning of Code Section 72(m)(7) when the child reaches the age of majority shall be treated as having not reached the age of majority so long as the child continues to be disabled.

I. The following definitions apply for purposes of this Article X:

(i) Actuarial Gain. "Actuarial gain" means the difference between an amount determined using the actuarial assumptions (i.e., investment return, mortality, expense and other similar assumptions) used to calculate the initial payments before adjustment for any increase and the amount determined under the actual experience with respect to those factors. Actuarial gain also includes differences between the amount determined using actuarial assumptions when an annuity was purchased or commenced and such amount determined using actuarial assumptions used in calculating payments at the time the actuarial gain is determined.

(ii) Designated Beneficiary. "Designated Beneficiary" means the individual who is designated by the Participant (or the Participant's surviving spouse) as the Beneficiary of the Participant's interest under the Plan and who is the designated Beneficiary under Code Section 401(a)(9) and Treasury Regulation Section 1.401(a)(9)-4.

(iii) Distribution Calendar Year. "Distribution calendar year" means 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 pursuant to Section 10.2 B(ii).

(iv) Eligible Cost-of-Living Index. "Eligible cost-of-living index" means an index described in paragraphs (b)(2), (b)(3) or (b)(4) of Treasury Regulation Section 1.401(a)(9)-6, Q&A 14.

(v) Life Expectancy. "Life expectancy" means life expectancy as computed by use of the Single Life Table in Treasury Regulation Section 1.401(a)(9)-9, Q&A 1.

(vi) Required Beginning Date. "Required beginning date" of a Participant means April 1 of the calendar year following the later of the calendar year in which the Participant attains age 70 ½ or the calendar year in which the Participant retires, except that benefit distributions to a 5-percent owner must commence by April 1 of the calendar year following the calendar year in which the Participant attains age 70 ½.

Except with respect to a 5-percent owner, a Participant's accrued benefit will be actuarially increased to take into account the period after age 70 ½ in which the Employee does not receive any benefits under the Plan. The actuarial increase begins on the April 1 following the calendar year in which the Employee attains age 70 ½ (January 1, 1997 in the case of an Employee who attained age 70 ½ prior to 1996), and ends on the date on which benefits commence after retirement in an amount sufficient to satisfy Code Section 401(a)(9). The amount of actuarial increase payable as of the end of the period for

actuarial increases will be no less than the actuarial equivalent of the Participant's retirement benefits that would have been payable as of the date the actuarial increase must commence plus the actuarial equivalent of additional benefits accrued after that date, reduced by the actuarial equivalent of any distributions made after that date. The actuarial increase under this Section is not in addition to, the actuarial increase required for that same period under Code Section 411 to reflect the delay in payments after normal retirement, except that the actuarial increase required under this Section will be provided even during the period during which an employee is in Code Section 203(a)(3)(B) service. For purposes of Code Section 411(b)(1)(H), the actuarial increase will be treated as an adjustment attributable to the delay in distribution of benefits after the attainment of normal retirement age. Accordingly, to the extent permitted under Code Section 411(b)(1)(H), the actuarial increase required under this Section will reduce the benefit accrual otherwise required under Code Section 411(b)(1)(H)(i), except that the rules on the suspension of benefits are not applicable.

(vii) 5-Percent Owner. A "5-percent owner" refers to a Participant who is treated as a 5-percent owner for purposes of this Section because the Participant is a 5-percent owner as defined in Code Section 416 at any time during the Plan Year ending with or within the calendar year in which such owner attains age 70 ½. Once distributions have begun to a 5-percent owner under this Section, they must continue to be distributed, even if the Participant ceases to be a 5-percent owner in a subsequent year.

K. Distribution Absent Election. Unless the Participant elects otherwise, distribution of benefits will begin no later than the 60th day after the close of the Plan Year in which:

- (i) the Participant attains age 65 (or Normal Retirement Age, if earlier);
- (ii) occurs the 10th anniversary of the year in which the Participant commenced participation in the Plan; or
- (iii) the Participant terminates service with the Employer.

Notwithstanding the forgoing, the failure of a Participant and spouse to consent to a distribution while a benefit is immediately distributable, shall be deemed to be an election to defer commencement of payment of any benefit sufficient to satisfy this section. An accrued benefit is immediately distributable if any part of the accrued benefit could be distributed to the Participant (or surviving spouse) before the Participant attains (or would have attained if not deceased) the later of Normal Retirement Age or age 62.

## ARTICLE XI

### OTHER BENEFIT PROVISIONS

#### § 11.1 *Suspension of Eastman Machine Plan Benefits*

A. Benefits Suspendible. Normal and early Eastman Machine Plan retirement benefits accrued through October 15, 2007 will be suspended for each calendar month during which the Employee completes at least 40 hours of service with the Employer in ERISA section

203(a)(3)(B) service. Consequently, the amount of benefits which are paid later than Normal Retirement Age will be computed as if the Employee had been receiving benefits since Normal Retirement Age.

B. Resumption of payment. If benefit payments have been suspended payments shall resume no later than the first day of the third calendar month after the calendar month in which the Employee ceases to be employed in ERISA section 203(a)(3)(B) service. The initial payment upon resumption shall include the payment scheduled to occur in the calendar month when payments resume and any amounts withheld during the period between the cessation of ERISA section 203(a)(3)(B) service and the resumption of payments.

C. Notification. No payment shall be withheld by the Plan pursuant to this section unless the Plan notifies the Employee by personal delivery or first class mail during the first calendar month or payroll period in which the Plan withholds payments that his or her benefits are suspended. Such notifications shall contain a description of the specific reasons why benefit payments are being suspended, a description of the Plan provision relating to the suspension of payments, a copy of such provisions, and a statement to the effect that applicable Department of Labor regulations may be found in DOL regulations section 2530.203-3.

In addition, the notice shall inform the Employee of the Plan's procedures for affording a review of the suspension of benefits. Requests for such reviews may be considered in accordance with the claims procedure adopted by the Plan pursuant to section 503 of ERISA and applicable regulations.

D. Amount suspended.

(i) Life annuity. In the case of benefits payable periodically on a monthly basis for as long as a life (or lives) continues, such as a straight life annuity or a qualified joint and survivor annuity, an amount equal to the portion of a monthly benefit payment derived from Employer contributions.

(ii) Other benefit forms. In the case of a benefit payable in a form other than the form described in subsection (a) above, an amount of the Employer-provided portion of benefit payments for a calendar month in which the Employee is employed in ERISA section 203(a)(3)(B) service, equal to the lesser of--

(1) The amount of benefits which would have been payable to the Employee if he had been receiving monthly benefits under the Plan since actual retirement based on a straight life annuity commencing at actual retirement age; or

(2) The actual amount paid or scheduled to be paid to the Employee for such month. Payments which are scheduled to be paid less frequently than monthly may be converted to monthly payments for purposes of the preceding sentence.

§ 11.2 *Qualified Joint and Survivor Annuity or Pre-Retirement Survivor Annuity*

A. Application. The provisions of this Section 11.2 shall apply to any Participant who is credited with at least one Hour of Service with the Employer on or after August 23, 1984, and such other Participants as provided in Subsection H.

B. Qualified Joint and Survivor Annuity. Unless an optional form of benefit is selected pursuant to a qualified election within the 180-day period (90-day period for Plan Years beginning before January 1, 2007) ending on the annuity starting date, a married Participant's vested accrued benefit will be paid in the form of a Qualified Joint and Survivor Annuity and an unmarried Participant's vested accrued benefit will be paid in the form of an immediate single life annuity. The Participant may elect to have such annuity distributed upon attainment of the earliest retirement age under the Plan (provided the Participant is then no longer an Employee).

Effective with respect to Plan Years beginning after December 31, 2007, however, a Participant who elects to waive the Qualified Joint and Survivor Annuity form of benefit under the Plan shall also be entitled to elect a "Qualified Optional Survivor Annuity" at any time during the applicable election period.

C. Qualified Pre-Retirement Survivor Annuity (for Service other than Eastman Machine Service). This Qualified Pre-Retirement Survivor Annuity is "fully subsidized" (i.e., provided at no cost to the Participant) and cannot be waived by the Participant during his lifetime. It shall be the actuarial equivalent of the Participant's Accrued Benefit, but no less than the amount described in Paragraph D below (assuming such amount was calculated based on non-Eastman Machine Service). However, it may be waived by the surviving spouse within six months after the Participant's death, in favor of an optional, actuarial equivalent lump-sum or installment benefit in the form as described under Section 10.1 C above. The surviving spouse may elect to commence payment under such annuity within a reasonable period after the Participant's death. The actuarial value of benefits which commence later than the date on which payments would have been made to the surviving spouse under a Qualified Joint and Survivor Annuity in accordance with this provision shall be adjusted to reflect the delayed payment.

Nevertheless, notwithstanding the foregoing, no such lump-sum or installment benefit shall be available while this Plan is in critical (or endangered) status under pertinent provisions of the Pension Protection Act of 2006.

D. Qualified Pre-Retirement Survivor Annuity (for Eastman Machine Service).

(i) Unless an Eastman Machine Participant has waived the Qualified Preretirement Survivor Annuity with respect to his pre-October 16, 2007 service with Eastman Machine Company (the "Eastman Machine QPSA") pursuant to a qualified election, if such a Participant dies after the earliest retirement age, the Participant's Surviving Spouse, if any, will receive the same benefit that would be payable if the Participant had retired with an immediate 50% Qualified Joint & Survivor Annuity (attributable to the Participant's service under the Eastman Machine Plan only) on the day before the Participant's date of death.

The Surviving Spouse may elect to commence payment under such annuity within a reasonable period after the Participant's death. The actuarial value of benefits which commence later than the date on which payments would have been made to the Surviving Spouse under a qualified joint and survivor annuity in accordance with this provision shall be adjusted to reflect the delayed payment.

(ii) Unless an Eastman Machine Participant has waived the Eastman Machine QPSA within the election period pursuant to a qualified election, if such a Participant dies on or before the earliest retirement age, the participant's surviving spouse, if any, will receive the same benefit that would be payable if the participant had:

(1) separated from service on the date of death (or date of separation from service, if earlier),

(2) survived to the earliest retirement age,

(3) retired with an immediate 50% Qualified Joint and Survivor Annuity (attributable to the Participant's service under the Eastman Machine Plan only) at the earliest retirement age, and

(4) died on the day after the earliest retirement age.

(iii) For purposes of Paragraph D(ii), and subject to the provisions of Sections 10.1 and 10.2 of the Plan, a Surviving Spouse will begin, with the spouse's consent, to receive payment pursuant to the above paragraph at the earliest retirement age, provided, however no benefits will be paid if the Surviving Spouse dies prior to the Participant's earliest retirement age. Benefits commencing after the earliest retirement age will be the Actuarial Equivalent of the benefit to which the Surviving Spouse would have been entitled if benefits had commenced at the earliest retirement age under an immediate 50% Qualified Joint & Survivor Annuity in accordance with Paragraph D(ii).

E. Definitions.

(i) "Election period" means the period which begins on the first day of the Plan Year in which the Participant attains age 35 and ends on the date of the Participant's death. If a Participant separates from service prior to the first day of the Plan Year in which age 35 is attained, with respect to the benefits accrued prior to separation, the election period shall begin on the date of separation.

A Participant who will not yet attain age 35 as of the end of any current Plan Year may make a special qualified election to waive the Eastman Machine QPSA for the period beginning on the date of such election and ending on the first day of the Plan Year in which the Participant will attain age 35. Such election shall not be valid unless the Participant receives a written explanation of the Eastman Machine QPSA in such terms as are comparable to the explanation required under Paragraph E (i). Eastman Machine QPSA coverage will be automatically reinstated as of the first day of the Plan Year in which the Participant attains age 35. Any new waiver on or after such date shall be subject to the full requirements of this Section.

(ii) "Earliest retirement age" means the earliest date on which, under the Plan, the Participant could elect to receive retirement benefits.

(iii) "Qualified election" means a waiver of a Qualified Joint and Survivor Annuity or an Eastman Machine QPSA. Any such waiver shall not be effective unless: (1) the Participant's spouse consents in writing to the election; (2) the election designates a specific beneficiary including any class of beneficiaries or any contingent beneficiaries, which may not be changed without spousal consent (or the spouse expressly permits designations by the Participant without any further spousal consent); (3) the spouse's consent acknowledges the effect of the election; and (4) the spouse's consent is witnessed by a Plan representative or notary public. Additionally, a Participant's waiver of the Qualified Joint and Survivor Annuity shall not be effective unless the election designates a form of benefit payment which may not be changed without spousal consent (or the spouse expressly permits designations by the Participant without any further spousal consent). If it is established to the satisfaction of a Plan representative that there is no spouse or that the spouse cannot be located, a waiver will be deemed a qualified election.

Any consent by a spouse obtained under this provision (or establishment to the satisfaction of a Plan representative that the consent of a spouse may not be obtained) shall be effective only with respect to that spouse. A consent that permits designations by the Participant without any requirement of further consent by such spouse must acknowledge that the spouse has the right to limit consent to a specific beneficiary, and a specific form of benefit where applicable, and that the spouse voluntarily elects to relinquish either or both of such rights. A revocation of a prior waiver may be made by a Participant without the consent of the spouse at any time before the commencement of benefits. The number of revocations shall not be limited. No consent obtained under this provision shall be valid unless the Participant has received notice as provided in Subsection G below.

(iv) "Qualified Joint and Survivor Annuity" means an immediate annuity for the life of the Participant with a survivor annuity for the life of the spouse which is not less than 50% and not more than 100% of the amount of the annuity which is payable during the joint lives of the Participant and the spouse and which is the actuarial equivalent of the normal form of benefit, or if greater, any optional form of benefit, and is further defined in Section 2.33 above.

(v) "Spouse (surviving spouse)" means the spouse or surviving spouse of the Participant, provided that a former spouse will be treated as the spouse or surviving spouse and a current spouse will not be treated as the spouse or surviving spouse to the extent provided under a qualified domestic relations order as described in Code Section 414(p) and Section 11.6 below.

(vi) "Annuity starting date" means the first day of the first period for which an amount is paid as an annuity or any other form. The annuity starting date for disability benefits shall be the date such benefits commence if the disability benefit is not an auxiliary benefit. An auxiliary benefit is a disability benefit which does not reduce the benefit payable at Normal Retirement Age. Hence, the disability benefit that was provided by the Eastman Machine Plan, and is provided by Section 7.5 above, is an auxiliary benefit, and the date such benefit commences is not an annuity starting date. The benefit commencement date of the disability retirement benefit provided under Section 7.4 is, however, an annuity starting date.

If benefit payments in any form are suspended under Section 10.2 of the Plan for an Employee who continues in service without a separation and who does not receive a benefit payment, the recommencement of benefit payments shall be treated as a new annuity starting date.

(vii) "Vested Accrued Benefit" means the value of the Participant's vested Accrued Benefit derived from Employer and employee contributions (including rollovers). The provisions of this Section 10.3 shall apply to a Participant who is vested in amounts attributable to Employer contributions, employee contributions (or both) at the time of death or distribution.

#### G. Notice Requirements.

(i) In the case of a Qualified Joint and Survivor Annuity, the Administrator shall no less than 30 days and no more than 180 days (90 days for notices given in Plan Years beginning before January 1, 2007) prior to the annuity starting date provide each Participant a written explanation of: (1) the terms and conditions of a Qualified Joint and Survivor Annuity; (2) the Participant's right to make and the effect of an election to waive the Qualified Joint and Survivor Annuity form of benefit; (3) the rights of a Participant's spouse; (4) the right to make, and the effect of, a revocation of a previous election to waive the Qualified Joint and Survivor Annuity; and (5) the relative values of the various optional forms of benefit under the Plan in a manner that would satisfy the notice requirements of Code Section 417(a)(3) and Treasury Regulations section 1.417(a)(3)-1. For notices given in plan years beginning after December 31, 2006, such notification shall

also include a description of how much larger benefits will be if the commencement of distributions is deferred.

The annuity starting date for a distribution in a form other than a Qualified Joint and Survivor Annuity may be less than 30 days after receipt of the written explanation described in the preceding paragraph provided: (a) the Participant has been provided with information that clearly indicates that the Participant has at least 30 days to consider whether to waive the Qualified Joint and Survivor Annuity and elect (with spousal consent) to a form of distribution other than a Qualified Joint and Survivor Annuity; (b) the Participant is permitted to revoke any affirmative distribution election at least until the annuity starting date or, if later, at any time prior to the expiration of the 7-day period that begins the day after the explanation of the Qualified Joint and Survivor Annuity is provided to the Participant; and (c) the annuity starting date is a date after the date that the written explanation was provided to the Participant.

(ii) In the case of the Eastman Machine QPSA as described in Subsection 10.3E above, the Administrator shall provide each Participant within the applicable period for such Participant a written explanation of the Qualified Pre-Retirement Survivor Annuity in such terms and in such manner as would be comparable to the explanation provided for meeting the requirements of Paragraph G(i) applicable to a Qualified Joint and Survivor Annuity.

The applicable period for a Participant is 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 ending after the individual becomes a Participant; (3) a reasonable period ending after Paragraph G(iii) ceases to apply to the Participant; (4) a reasonable period ending after this Section 11.2 first applies to the Participant. Notwithstanding the foregoing, notice must be provided within a reasonable period ending after separation from service in the case of a Participant who separates from service before attaining age 35.

For purposes of applying the preceding paragraph, a reasonable period ending after the enumerated events described in (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. In the case of a Participant who separates from service before the Plan Year in which age 35 is attained, notice shall be provided within the two-year period beginning one year prior to separation and ending one year after separation. If such a Participant thereafter returns to employment with the Employer, the applicable period for such Participant shall be redetermined.

(iii) Notwithstanding the other requirements of this Subsection G, the respective notices prescribed by this Subsection need not be given to a Participant if (1) the Plan "fully subsidizes" the costs of a Qualified Joint and Survivor Annuity or Qualified Pre-Retirement Survivor Annuity, and (2) the Plan does not allow the Participant to waive the Qualified Joint and Survivor Annuity or Qualified Pre-Retirement Survivor Annuity and does not allow a married Participant to designate a nonspouse beneficiary. For purposes

of this Paragraph G(iii), a plan fully subsidizes the costs of a benefit if no increase in cost, or decrease in benefits to the Participant may result from the Participant's failure to elect another benefit. Prior to the time the Plan allows the Participant to waive the Qualified Pre-Retirement Survivor Annuity, the Plan may not charge the Participant for the cost of such benefit by reducing the Participant's benefits under the Plan or by any other method.

H. Transitional Rules.

(i) Any living Participant not receiving benefits on August 23, 1984, who would otherwise not receive the benefits prescribed by the previous Subsections of this Section 11.2 must be given the opportunity to elect to have the prior provisions of this Section 11.2 apply if such Participant is credited with at least one Hour of Service under this Plan or a predecessor plan in a Plan Year beginning on or after January 1, 1976, and such Participant had at least 10 Years of Service for Vesting when he or she separated from service.

(ii) Any living Participant not receiving benefits on August 23, 1984, who was credited with at least one Hour of Service under this Plan or a predecessor plan on or after September 2, 1974, and who is not otherwise credited with any service in a Plan Year beginning on or after January 1, 1976, must be given the opportunity to have his or her benefits paid in accordance with Paragraph H(iv).

(iii) The respective opportunities to elect (as described in Paragraphs H(i) and (ii) above) must be afforded to the appropriate Participants during the period commencing on August 23, 1984, and ending on the date benefits would otherwise commence to said Participants.

(iv) Any Participant who has elected pursuant to Paragraph H(ii) and any Participant who does not elect under Paragraph H(i) or who meets the requirements of Paragraph (f)(i) except that such Participant does not have at least 10 Years of Service for Vesting when he or she separates from service, shall have his or her benefits distributed in accordance with all of the following requirements if benefits would have been payable in the form of a life annuity.

(1) Automatic joint and survivor annuity. If benefits in the form of a life annuity become payable to a married Participant who:

(I) begins to receive payments under the Plan on or after Normal Retirement Age; or

(II) dies on or after Normal Retirement Age while still working for the Employer; or

(III) begins to receive payments on or after the qualified early retirement age; or

(IV) separates from service on or after attaining Normal Retirement Age (or the qualified early retirement age) and after satisfying the eligibility requirements for the payment of benefits under the Plan and thereafter dies before beginning to

receive such benefits; then such benefits will be received under this Plan in the form of a Qualified Joint and Survivor Annuity, unless the Participant has elected otherwise during the election period. The election period must begin at least 6 months before the Participant attains qualified early retirement age and end not more than 90 days before the commencement of benefits. Any election hereunder will be in writing and may be changed by the Participant at any time.

(2) Election of early survivor annuity. A Participant, who is employed after attaining the qualified early retirement age will be given the opportunity to elect, during the election period, to have a survivor annuity payable on death. If the Participant elects the survivor annuity, payments under such annuity must not be less than the payments which would have been made to the spouse under the Qualified Joint and Survivor Annuity if the Participant had retired on the day before his or her death. Any election under this provision will be in writing and may be changed by the Participant at any time. The election period begins on the later of (1) the 90th day before the Participant attains the qualified early retirement age, or (2) the date on which participation begins, and ends on the date the Participant terminates employment.

(3) For purposes of this Paragraph H(iv), qualified early retirement age is the latest of:

(I) the earliest date, under the Plan, on which the Participant may elect to receive retirement benefits,

(II) the first day of the 120th month beginning before the Participant reaches Normal Retirement Age, or

(III) the date the Participant begins participation.

#### *§ 11.3 Buy-Back of Lump-Sum Distribution*

If a Participant receives a lump-sum distribution from the Plan as a result of ceasing to be an Employee, he shall, at such time as he again becomes an Employee, if ever, have the right to restore his or her Employer-derived Accrued Benefit (including all optional forms of benefits and subsidies relating to such benefits) to the extent forfeited upon the repayment to the Plan of the full amount of the distribution, plus interest compounded annually at the rate determined for purposes of Code section 411(c)(2)(C) from the date of distribution to the date of repayment. Such right of repayment by the Participant shall terminate five years from the individual again becoming an Employee.

If an Employee is deemed to receive a distribution pursuant to Section 10.1, and the Employee resumes employment covered under this Plan, upon the reemployment of such Employee, the Employer-derived Accrued Benefit will be restored to the amount of such Accrued Benefit on the date of the deemed distribution.

#### *§ 11.4 Limitation on Effect of Change in Social Security Benefits*

As to any Participant who is receiving benefits under this Plan or who has terminated employment and who has any vested Accrued Benefit, no benefit to which such Participant or his beneficiary is entitled under this Plan may be reduced on account of any increase in Social Security benefit levels payable under Title II of the Social Security Act or any increase in the wage base under Title II.

#### *§ 11.5 Unable to Locate Participant or Beneficiary*

If the Participant or Beneficiary to whom benefits are to be distributed cannot be located, and reasonable efforts have been made to find him, including the sending of notification by certified or registered mail to his last known address, the Administrator may distribute the benefits in question to an interest bearing savings account established in the name of the Participant or Beneficiary. Alternatively, if the Administrator has taken the reasonable efforts, as described in the preceding sentence, to locate the Participant, the [Administrative Committee/Administrator] may segregate the Participant's Accrued Benefits in a savings account in the Participant's name; and such funds shall be held in the segregated account for distribution to the Participant when located.

#### *§ 11.6 Qualified Domestic Relations Orders*

Notwithstanding any other provisions of this Article XI, any Accrued Benefit of a Participant may be apportioned between the Participant and the alternate payee (as defined in Code section 414(p)(8)) by providing the alternate payee a percentage or specific amount of the Participant's Accrued Benefit. The Administrator may direct distributions to an alternate payee pursuant to a qualified domestic relations order as defined in Code section 414(p)(1)(A) on or after the date on which the Participant attains the Earliest Retirement Age, provided that the Administrator has properly notified the affected Participant and each alternate payee of the order and has determined that the order is a qualified domestic relations order as defined in Code section 414(p)(1)(A). The alternate payee shall be paid the present value (using the actuarial assumptions contained in the Plan) of his specific amount or his percentage of the Participant's Accrued Benefit in a lump-sum payment notwithstanding the value of such lump-sum payment unless the domestic relations order specifies a different manner of payment permitted by the Plan; the alternate payee shall not be required to consent to such lump-sum payment. The Administrator shall adopt reasonable procedures to determine the qualified status of domestic relations orders and to administer the distributions thereunder.

Effective April 6, 2007, a domestic relations order that otherwise satisfies the requirements for a qualified domestic relations order will not fail to be one solely because the order is issued after, or revises, another domestic relations order or qualified domestic relations order; or solely because of the time at which the order is issued, including issuance after the annuity starting date or after the Participant's death.

#### *§ 11.6 Direct Rollovers*

This Section applies to distributions made after December 31, 2001. Notwithstanding any provision of the Plan to the contrary that would otherwise limit a Distributee's election under this Article, a Distributee may elect, at the time and in the manner prescribed by the

Administrator, to have any portion of an Eligible Rollover Distribution paid directly to an Eligible Retirement Plan specified by the Distributee in a Direct Rollover request. For distributions made after December 31, 2001, however, the Eligible Rollover Distribution must be equal to at least \$500. If an Eligible Rollover Distribution is less than \$500, a Distributee may not make the election described in the preceding sentence to rollover a portion of the Eligible Rollover Distribution to an Eligible Retirement Plan.

To elect a Direct Rollover the Distributee must request in writing to the Plan Administrator that all or a specified portion of the Eligible Rollover Distribution be transferred directly to an Eligible Retirement Plan. If more than one Direct Rollover distribution will be made, the notice specified in the preceding sentence of this paragraph must state that the Distributee's initial election to make or not to make a Direct Rollover will remain in effect unless he gives the Administrator written instructions to change the election, in which case the new election will remain in effect until changed.

However, the Distributee shall not be entitled to elect a Direct Rollover pursuant to this Article unless he has obtained a waiver of any applicable Qualified Joint and Survivor Annuity, as required pursuant to Section 11.2.

For purposes of this Section, the following definitions shall apply:

A. Direct Rollover. "Direct Rollover" means a payment by the Plan to the Eligible Retirement Plan specified by the Distributee.

B. Distributee. A "Distributee" includes an Employee or former Employee. In addition, the Employee's or former Employee's surviving spouse and the Employee's (or former Employee's) spouse or former spouse who is an 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.

C. Eligible Retirement Plan. "Eligible Retirement Plan" means a retirement plan which meets the requirements of Code Section 401(a), an annuity described in Code Section 403(a), an individual retirement account described in Code Section 408(a), or an individual retirement annuity (other than an endowment contract) described in Code Section 408(b), the terms of which permit the acceptance of a Direct Rollover of the Distributee's Eligible Roll-over Distribution. However, in the case of an Eligible Rollover Distribution to the surviving spouse, an Eligible Retirement Plan is an individual retirement account or an individual retirement annuity. The Administrator may establish reasonable procedures for ascertaining that the Eligible Retirement Plan meets the preceding requirements.

However, effective for distributions made after December 31, 2001, an Eligible Retirement Plan shall also mean an annuity contract described in Code Section 403(b) and an eligible plan under Code Section 457(b) 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 an Alternate Payee under a Qualified Domestic Relations Order, as defined in Code Section 414(p).

D. Eligible Rollover Distribution. "Eligible Rollover Distribution" means any distribution from this Plan on or after January 1, 1993 of all or any portion of the balance to the credit of the Distributee, except that such an Eligible Rollover Distribution does not include: any distribution that is one a series of substantially equal periodic payments (not less frequently than annually) made over the life of the Employee (or the joint lives of the Employee and the Employee's designated beneficiary), the life expectancy of the Employee (or the joint life and last survivor expectancy of the Employee and the Employee's designated beneficiary), or a specified period of ten years or more; any distribution to the extent that such distribution is required under Code Section 401(a)(9) (relating to the minimum distribution requirements); any distribution that is a hardship distribution as described in Code Section 401(k)(2)(B)(i) (IV); the portion of any distribution that is not includable in gross income (determined with-out regard to the exclusion for net unrealized appreciation with respect to Employer securities described in Code Section 402(c)(4)); and any other distribution (or distributions) that is (are) expected to total less than \$200 during a year.

A portion of a distribution shall not fail to be an eligible rollover distribution merely because the portion consists of after-tax employee contributions which are not includible in gross income. However, such portion may be transferred only to (1) an individual retirement account or annuity described in Code Section 408(a) or (b); (2) for taxable years beginning after December 31, 2001 and before January 1, 2007, to a qualified trust which is part of a defined contribution plan that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible; or (3) for taxable years beginning after December 31, 2006, to a qualified trust or to an annuity contract described in Code Section 403(b), if such trust or contract provides for separate accounting for amounts so transferred (including interest thereon), including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible.

In the event of a mandatory distribution greater than \$1,000 made on or after March 28, 2005, in accordance with the provisions of Section 10.1 of this Plan, if the Participant does not elect to have such distribution paid directly to an Eligible Retirement Plan specified by the Participant in a Direct Rollover or the receive the distribution directly, then the Plan Administrator will pay the distribution in a Direct Rollover to an individual retirement plan designated by the Administrator. For purposes of determining whether a mandatory distribution is greater than \$1,000, the portion of the Participant's distribution attributable to any rollover contribution is included.

ARTICLE XII  
DUTIES AND AUTHORITY OF ADMINISTRATOR

*§12.1 Appointment*

This Plan shall be administered by an Administrator, who shall be appointed by the Board of Trustees, and who shall signify in writing acceptance of such appointment. The Administrator may resign upon giving written notice to the Board of Trustees, and shall hold office at the pleasure of the Board of Trustees.

*§ 12.2 No Discrimination*

The Administrator shall not take any action that would result in benefiting one Participant or group of Participants at the expense of another, or discriminating between Participants similarly situated, or applying different rules to substantially similar sets of facts.

*§ 12.3 Powers*

Except as otherwise provided in the Plan, the Administrator shall have control of the administration of the Plan, with all powers necessary to enable him to carry out his duties in that respect. Not in limitation, but in amplification of the foregoing, the Administrator shall have the power, in his sole discretion, to interpret or construe the Plan and to determine all questions that may arise hereunder as to the status and rights of Participants and others hereunder. Benefits under the Plan will be paid only if the Administrator decides in his discretion that the applicant (the Participant or Beneficiary) is entitled to them. The Administrator may inspect the records of an Employer whenever such inspection may be reasonably necessary in order to determine any fact pertinent to the performance of the duties of the Administrator. The Administrator, however, shall not be required to make any such inspection, but may, in good faith, rely on any statement of the Employer or any of its officers or employees.

*§ 12.4 Tax Returns and Related Reports*

The Administrator, or the person or persons he designates, shall be responsible for filing the tax returns, reports, and related filings, as provided by the Administrator.

*§ 12.5 Records and Information*

The Administrator shall keep a complete record of all its proceedings and all data necessary for the administration of the Plan.

*§ 12.6 Information to Participants*

The Administrator shall furnish a summary of this Plan to all Employees, as required by applicable Federal law. The Administrator shall give each Participant, who so requests in writing, at least once each year, information as to his Accrued Benefit.

*§ 12.7 Funding Policy*

The Administrator shall be responsible for developing a funding policy for the Plan. The funding policy shall be reviewed not less frequently than annually. Such policy shall be based upon the determinations of an actuary, using accepted actuarial methods, of the funding needs of the Plan, and on any other factors considered relevant by the Administrator and not inconsistent with this Plan.

*§ 12.8 Investment Policy*

The Administrator shall have the responsibility of developing and reviewing not less frequently than annually, after consultation with the Trustees, a general investment policy for Trust assets which considers, among other factors, the desired long-run investment return or appreciation in the Trust Fund, and the liquidity needs of the Plan.

*§ 12.9 Minimum Funding Standard Account*

The Administrator shall be responsible for maintaining at all times a minimum funding standard account with respect to the Plan, and, if applicable, an alternative minimum funding standard account. Such accounts shall be maintained in accordance with the requirements of IRC section 412.

ARTICLE XIII  
CLAIMS PROCEDURE

*§ 13.1 Applications for Benefits*

No benefit shall be payable under this Plan except upon the filing with the Administrator of a proper and complete application therefor on forms supplied by the Administrator. Written notice of the disposition of any such claim for benefits shall be furnished by the Plan Administrator to the claimant within ninety (90) days (45 days in the case of a claim regarding Total and Permanent Disability) after the date on which the claimant's application is filed. If the claim is denied, the reasons for the denial shall be specifically set forth in the notice in language calculated to be understood by the claimant, pertinent provisions of the Plan shall be cited, and where appropriate, an explanation as to how the claimant can perfect the claim shall be provided. In addition, the claimant shall be furnished with an explanation of the Plan's appeal procedure as set forth immediately below.

*§ 13.2 Review of Benefit Denial*

Any Participant or Beneficiary who has been denied a benefit by a decision of the Plan Administrator pursuant to Section 20.1 above shall be entitled to file a written request with the Trustees for a review of the denial, including the conducting of a hearing, if deemed necessary or advisable by the Trustees. Such request, together with a written statement of the reasons for which the claimant believes his claim should be allowed, shall be filed with the Trustees no later than 60 days (180 days for a claim regarding Total and Permanent Disability) after receipt of the written notification provided for in Section 12.7 above. As part of the appeal process, the claimant or his representative shall have an opportunity to review all

documents in the possession of the Plan Administrator that are pertinent to the claim at issue and its disallowance. A final decision as to the allowance of the claim shall be communicated by the Trustees to the claimant or his representative within sixty 60 days of receipt by them of the appeal (unless there has been an extension of the 60 day period due to special circumstances, provided the delay and the special circumstances occasioning it are communicated to the claimant within the 60 day period). Such communication shall be written in a manner calculated to be understood by the claimant and shall include specific reasons for the decision and specific references to the pertinent Plan provisions on which the decision is based.

ARTICLE XIV  
AMENDMENT, TERMINATION, MERGER  
AND CONSOLIDATION

*§14.1 Amendment*

To provide for contingencies which may require the clarification, modification, or amendment of this Plan, the Trustees reserve the right, in accordance with the procedures for voting contained in the Trust Agreement, to amend this Plan at any time. In no event, however, shall any such amendment be adopted which would cause or permit any portion of the Fund (other than such portion as is required to pay taxes and administrative expenses) to be used for or diverted to purposes other than for the exclusive benefit of the Participants or their Beneficiaries or estates, or to revert to or become the property of any Employer or the Union.

Also, no amendment to the Plan shall be effective to the extent that it has the effect of decreasing a Participant's Accrued Benefit. Notwithstanding the preceding sentence, however, a Participant's Accrued Benefit, early retirement benefit, retirement-type subsidy, or optional form of benefit may be reduced to the extent permitted under Code section 412(c)(8) (for Plan Years beginning on or before December 31, 2007) or Code section 412(d)(2) (for Plan Years beginning after December 31, 2007) or to the extent permitted under Treasury Regulations sections 1.411(d)-3 and 1.411(d)-4. For purposes of this paragraph, a Plan amendment which has the effect of decreasing a Participant's Accrued Benefit or eliminating an optional form of benefit, with respect to benefits attributable to service before the amendment shall be treated as reducing an Accrued Benefit. Furthermore, if the vesting schedule of the Plan is amended, in the case of an employee who is a Participant as of the later of the date such amendment is adopted or the date it becomes effective, the nonforfeitable percentage (determined as of such date) of such employee's Employer derived Accrued Benefit will not be less than the percentage computed under the Plan without regard to such amendment.

A plan amendment that raises the Normal Retirement Age under the Plan to comply with section 1.401(a)-1(b)(2) of the Treasury Regulations will not be treated as an amendment that decreases a participant's accrued benefit merely because the amendment eliminates a right the participant may have had to receive a distribution prior to severance from employment on attainment of the Normal Retirement Age under the prior plan terms. The preceding sentence applies only in the case of a plan amendment that is adopted after May 22, 2007 and on or before the last day of the applicable remedial amendment period under Treas. Reg. section 1.401(b)-1 with respect to the requirements of section 1.401(a)-1(b)(2) and (3). A Participant who became or would have become eligible for payment of benefits at the Normal Retirement Age under the

prior plan terms, and who has severed from employment with the employer or employers maintaining the plan, continues to be eligible for payment at the same age and in at least the same amount as under the prior plan terms with respect to benefits accrued prior to the applicable amendment date.

If the Plan's vesting schedule is amended or the Plan is amended in any way that directly or indirectly affects the computation of a Participant's nonforfeitable percentage, or if the Plan is deemed amended by an automatic change to or from a top-heavy vesting schedule, in the case of an employee who is a Participant as of the later of the date such amendment or change is adopted or the date it becomes effective, the nonforfeitable percentage (determined as of such date) of such employee's employer-provided accrued benefit will not be less than the percentage computed under the Plan without regard to such amendment or change. Furthermore, each Participant with at least 3 years of Vesting Service with the Employers maintaining the Plan may elect within a reasonable period after the adoption of the amendment or change, to have his nonforfeitable percentage computed under the Plan without regard to such amendment or change. The period during which the election may be made shall commence with the date the amendment is adopted or deemed to be made and shall end on the latest of:

- A. 60 days after the amendment is adopted;
- B. 60 days after the amendment becomes effective; or
- C. 60 days after the Participant is issued written notice of the amendment by the Administrator.

With respect to benefits accrued as of the later of the adoption or effective date of the amendment, the vested percentage of each Participant will be the greater of the vested percentage under the old vesting schedule or the vested percentage under the new vesting schedule.

#### *§14.2 Termination*

Upon termination or partial termination of the Plan by formal action of the Board of Trustees or for any other reason, each Participant directly affected by such action shall be 100% vested in his Accrued Benefit (to the extent funded as of the date of such termination or partial termination) and payment of Accrued Benefits to Participants and their Beneficiaries shall be in accordance with Article IX and ERISA section 4044(a) and at such time as is determined by the Plan Administrator. If this Plan is terminated, the assets then remaining in the Fund (after paying the expenses of the Plan) shall be allocated, to the extent that they will be sufficient, for the purposes of paying benefits to Participants in the following order of precedence:

- A. In the case of the benefit of a Retired Participant or Surviving Spouse which was in pay status as of the beginning of the three year period ending on such termination, to each such benefit, based on the provisions of the Plan (as in effect during the five year period ending on such date) under which such pension would be the least. The lowest benefit in pay status during the three year period shall be considered the benefit in pay status for such period. In the case of a benefit of a Participant or Surviving Spouse which would have been

in pay status as of the beginning of such three-year period if the Participant had retired prior to the beginning of the three year period and if the participant's pension had commenced (in the standard form) as of the beginning of such pension based on the provisions of the Plan (as in effect during the 5 year period ending on such date) under which the pension would be the least;

B. All other benefits (if any) of the individuals under the plan guaranteed under Title IV of ERISA;

C. All other Vested benefits under the Plan;

D. All other benefits under the Plan.

The amount allocated under any subsection above with respect to any benefit shall be properly adjusted for any allocation of assets with respect to that benefit under a prior subsection. If the assets available for allocation under any subsection above (other than Subsections C and D) are insufficient to satisfy in full the benefits of all individuals which are described in that subsection, the assets shall be allocated pro rata among such individuals on the basis of this present value (as of the termination date) of their respective benefits described in that subsection. If the assets available for allocation under Subsection C, are not sufficient to satisfy in full the benefits of individuals described in that subsection, then, except as provided in the next paragraph, the assets shall be allocated to the benefits of individuals described in Subsection C on the basis of the benefits of individuals which would have been in effect at the benefit levels in effect at the beginning of the five-year period ending on the date of Plan termination.

If the assets available for allocation under the preceding paragraph are insufficient to satisfy in full the benefits described in such paragraph (without regard to this paragraph), then for purposes of the prior paragraph, benefits of individuals described in such paragraph shall be determined on the basis of the Plan as amended by the most recent Plan amendment effective during such period. In no event, however, shall any assets of the Fund, properly received, revert to or be paid to any Employer or the Union. If any assets are left after satisfying the benefits called for in all classes above, such assets shall be used to increase, proportionately, all Plan benefits.

#### *§ 14.3 Plan Merger or Consolidation*

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

## ARTICLE XV MISCELLANEOUS

*§ 15.1 Laws of the State of New York to Apply*

This Plan shall be construed according to the laws of the State of New York, to the extent Federal laws do not control.

*§ 15.2 Credit for Qualified Military Service*

Notwithstanding any provision of this Plan to the contrary, effective as required by the provisions of USERRA (i.e., December 12, 1994), contributions, benefits and service credit with respect to qualified military service will be provided in accordance with Code section 414(u). In the case of a death or disability occurring on or after January 1, 2007, if a Participant dies while performing qualified military service (as defined in Code section 414(u)), the survivors of the Participant are entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) provided under the Plan as if the participant had resumed and then terminated employment on account of death. For years beginning after December 31, 2008, (i) an individual receiving a differential wage payment, as defined by Code section 3401(h)(2), shall be treated as an Employee of the Employer making the payment, (ii) the differential wage payment shall be treated as compensation, and (iii) the Plan shall not be treated as failing to meet the requirements of any provision described in Code section 414(u)(1)(C) by reason of any contribution or benefit which is based on the differential wage payment.

*§ 15.3 Participant Cannot Transfer or Assign Benefits*

No benefit or interest available hereunder will be subject to assignment or alienation, either voluntarily or involuntarily. Thus, none of the benefits, payments, proceeds, claims, or rights of any Participant hereunder shall be subject to any claim of any creditor of the Participant, nor shall any Participant have any right to transfer, assign, encumber, or otherwise alienate, any of the benefits or proceeds which he may expect to receive, contingently or otherwise under this Plan. However, notwithstanding any restrictions on the time of distribution which would otherwise apply under this Plan, distributions with respect to a Qualified Domestic Relations Order may be made at any time required by the order.

*§ 15.4 Right to Perform Alternative Acts*

If it becomes impossible for the Administrator or the Trustees to perform any act required by this Plan, then the Administrator or the Trustees may perform such alternative act which most clearly carries out the intent and purpose of this Plan.

*§ 15.5 Prohibition Against Diversion of Funds*

Except as otherwise specifically permitted by law, it shall be impossible by operation of the Plan, by termination, by power of revocation or amendment, by the happening of any contingency, by collateral arrangement or by any other means, for any portion of the corpus or income of the Fund (other than such portion as is required to pay taxes or administrative expenses) to be used for, or diverted to, purposes other than the exclusive benefit of the Participants and their Beneficiaries, or to revert to or become the property of any Employer or the Union.

§ 15.6 Plan Administrator Agent for Service of Process

The Plan Administrator is designated agent to receive service of legal process on behalf of the Plan.

§ 15.7 Recovery of Certain Payments

The Trustees shall have the right to recover any benefit payments made in reliance on any false or fraudulent statement, information, or proof submitted, as well as any benefit payment made in error.

§ 15.8 Savings Provision

Should any provision contained in this Plan be held unlawful, such provision shall be of no force and effect, and this Plan shall be treated as if such provision had not been contained herein.

§ 15.9 No Liability to Trustees or Union

There shall be no liability upon the Trustees individually or collectively, or upon the Union, to provide benefits established by the Plan if the Fund does not have the assets to make such payments.

§ 15.10 Number and Gender

When appropriate the singular as used in this Plan shall include the plural and vice versa, and the masculine shall include the feminine.

I HEREBY CERTIFY that the above is a true copy of the Restated America's Family Benefit Retirement Plan, which Restated Plan of Benefits was adopted by resolution of the Board of Trustees on 8/30, 2012.

DATED: 8/30/12

  
_____  
PLAN ADMINISTRATOR AND SECRETARY OF THE  
BOARD OF TRUSTEES

<p><b>Form 5500</b></p> <p>Department of the Treasury Internal Revenue Service</p> <hr/> <p>Department of Labor Employee Benefits Security Administration</p> <hr/> <p>Pension Benefit Guaranty Corporation</p>	<p><b>Annual Return/Report of Employee Benefit Plan</b></p> <p>This form is required to be filed for employee benefit plans under sections 104 and 4065 of the Employee Retirement Income Security Act of 1974 (ERISA) and sections 6057(b) and 6058(a) of the Internal Revenue Code (the Code).</p> <p>▶ <b>Complete all entries in accordance with the instructions to the Form 5500.</b></p>	<p>OMB Nos. 1210-0110 1210-0089</p> <hr/> <p style="font-size: 24pt; font-weight: bold;">2020</p> <hr/> <p><b>This Form is Open to Public Inspection</b></p>
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**Part I Annual Report Identification Information**

For calendar plan year 2020 or fiscal plan year beginning 01/01/2020 and ending 12/31/2020

**A** This return/report is for:  a multiemployer plan  a multiple-employer plan (Filers checking this box must attach a list of participating employer information in accordance with the form instructions.)

a single-employer plan  a DFE (specify) _____

**B** This return/report is:  the first return/report  the final return/report

an amended return/report  a short plan year return/report (less than 12 months)

**C** If the plan is a collectively-bargained plan, check here. . . . .

**D** Check box if filing under:  Form 5558  automatic extension  the DFVC program

special extension (enter description)

**Part II Basic Plan Information—enter all requested information**

<p><b>1a</b> Name of plan AMERICA'S FAMILY DEFINED BENEFIT PLAN</p>	<p><b>1b</b> Three-digit plan number (PN) ▶ 001</p>
<p><b>2a</b> Plan sponsor's name (employer, if for a single-employer plan) Mailing address (include room, apt., suite no. and street, or P.O. Box) City or town, state or province, country, and ZIP or foreign postal code (if foreign, see instructions) AMERICA'S FAMILY BENEFIT PLANS</p> <p>WILLIAM OCHOCINSKI 35 GEORGE KARL BOULEVARD, SUITE 300 WILLIAMSVILLE, NY 14221</p>	<p><b>1c</b> Effective date of plan 12/03/1968</p> <p><b>2b</b> Employer Identification Number (EIN) 16-6103576</p> <p><b>2c</b> Plan Sponsor's telephone number 716-631-2210</p> <p><b>2d</b> Business code (see instructions) 813000</p>

**Caution: A penalty for the late or incomplete filing of this return/report will be assessed unless reasonable cause is established.**

Under penalties of perjury and other penalties set forth in the instructions, I declare that I have examined this return/report, including accompanying schedules, statements and attachments, as well as the electronic version of this return/report, and to the best of my knowledge and belief, it is true, correct, and complete.

<b>SIGN HERE</b>	Filed with authorized/valid electronic signature.	10/07/2021	WILLIAM OCHOCINSKI
	<b>Signature of plan administrator</b>	Date	Enter name of individual signing as plan administrator
<b>SIGN HERE</b>			
	<b>Signature of employer/plan sponsor</b>	Date	Enter name of individual signing as employer or plan sponsor
<b>SIGN HERE</b>			
	<b>Signature of DFE</b>	Date	Enter name of individual signing as DFE

<b>3a</b> Plan administrator's name and address <input checked="" type="checkbox"/> Same as Plan Sponsor	<b>3b</b> Administrator's EIN  <b>3c</b> Administrator's telephone number  																														
<b>4</b> If the name and/or EIN of the plan sponsor or the plan name has changed since the last return/report filed for this plan, enter the plan sponsor's name, EIN, the plan name and the plan number from the last return/report: <b>a</b> Sponsor's name <b>c</b> Plan Name	<b>4b</b> EIN  <b>4d</b> PN																														
<b>5</b> Total number of participants at the beginning of the plan year	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:5%; text-align: center;"><b>5</b></td> <td style="width:85%;"></td> <td style="width:10%; text-align: right;">3283</td> </tr> </table>	<b>5</b>		3283																											
<b>5</b>		3283																													
<b>6</b> Number of participants as of the end of the plan year unless otherwise stated (welfare plans complete only lines <b>6a(1)</b> , <b>6a(2)</b> , <b>6b</b> , <b>6c</b> , and <b>6d</b> ).  <b>a(1)</b> Total number of active participants at the beginning of the plan year..... <b>a(2)</b> Total number of active participants at the end of the plan year ..... <b>b</b> Retired or separated participants receiving benefits..... <b>c</b> Other retired or separated participants entitled to future benefits ..... <b>d</b> Subtotal. Add lines <b>6a(2)</b> , <b>6b</b> , and <b>6c</b> ..... <b>e</b> Deceased participants whose beneficiaries are receiving or are entitled to receive benefits. .... <b>f</b> Total. Add lines <b>6d</b> and <b>6e</b> ..... <b>g</b> Number of participants with account balances as of the end of the plan year (only defined contribution plans complete this item) ..... <b>h</b> Number of participants who terminated employment during the plan year with accrued benefits that were less than 100% vested .....	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:5%;"></td> <td style="width:85%;"></td> <td style="width:10%;"></td> </tr> <tr> <td style="text-align: center;"><b>6a(1)</b></td> <td></td> <td style="text-align: right;">249</td> </tr> <tr> <td style="text-align: center;"><b>6a(2)</b></td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;"><b>6b</b></td> <td></td> <td style="text-align: right;">1320</td> </tr> <tr> <td style="text-align: center;"><b>6c</b></td> <td></td> <td style="text-align: right;">1789</td> </tr> <tr> <td style="text-align: center;"><b>6d</b></td> <td></td> <td style="text-align: right;">3109</td> </tr> <tr> <td style="text-align: center;"><b>6e</b></td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;"><b>6f</b></td> <td></td> <td style="text-align: right;">3109</td> </tr> <tr> <td style="text-align: center;"><b>6g</b></td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;"><b>6h</b></td> <td></td> <td></td> </tr> </table>				<b>6a(1)</b>		249	<b>6a(2)</b>			<b>6b</b>		1320	<b>6c</b>		1789	<b>6d</b>		3109	<b>6e</b>			<b>6f</b>		3109	<b>6g</b>			<b>6h</b>		
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<b>6a(2)</b>																															
<b>6b</b>		1320																													
<b>6c</b>		1789																													
<b>6d</b>		3109																													
<b>6e</b>																															
<b>6f</b>		3109																													
<b>6g</b>																															
<b>6h</b>																															
<b>7</b> Enter the total number of employers obligated to contribute to the plan (only multiemployer plans complete this item).....	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:5%; text-align: center;"><b>7</b></td> <td style="width:85%;"></td> <td style="width:10%; text-align: right;">26</td> </tr> </table>	<b>7</b>		26																											
<b>7</b>		26																													
<b>8a</b> If the plan provides pension benefits, enter the applicable pension feature codes from the List of Plan Characteristics Codes in the instructions: 1A  <b>b</b> If the plan provides welfare benefits, enter the applicable welfare feature codes from the List of Plan Characteristics Codes in the instructions:																															
<b>9a</b> Plan funding arrangement (check all that apply) (1) <input checked="" type="checkbox"/> Insurance (2) <input type="checkbox"/> Code section 412(e)(3) insurance contracts (3) <input checked="" type="checkbox"/> Trust (4) <input type="checkbox"/> General assets of the sponsor	<b>9b</b> Plan benefit arrangement (check all that apply) (1) <input type="checkbox"/> Insurance (2) <input type="checkbox"/> Code section 412(e)(3) insurance contracts (3) <input checked="" type="checkbox"/> Trust (4) <input type="checkbox"/> General assets of the sponsor																														
<b>10</b> Check all applicable boxes in 10a and 10b to indicate which schedules are attached, and, where indicated, enter the number attached. (See instructions)																															
<b>a Pension Schedules</b> (1) <input type="checkbox"/> <b>R</b> (Retirement Plan Information) (2) <input checked="" type="checkbox"/> <b>MB</b> (Multiemployer Defined Benefit Plan and Certain Money Purchase Plan Actuarial Information) - signed by the plan actuary (3) <input type="checkbox"/> <b>SB</b> (Single-Employer Defined Benefit Plan Actuarial Information) - signed by the plan actuary	<b>b General Schedules</b> (1) <input checked="" type="checkbox"/> <b>H</b> (Financial Information) (2) <input type="checkbox"/> <b>I</b> (Financial Information – Small Plan) (3) <input checked="" type="checkbox"/> <u>1</u> <b>A</b> (Insurance Information) (4) <input checked="" type="checkbox"/> <b>C</b> (Service Provider Information) (5) <input checked="" type="checkbox"/> <b>D</b> (DFE/Participating Plan Information) (6) <input type="checkbox"/> <b>G</b> (Financial Transaction Schedules)																														

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**Part III Form M-1 Compliance Information (to be completed by welfare benefit plans)**

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**11a** If the plan provides welfare benefits, was the plan subject to the Form M-1 filing requirements during the plan year? (See instructions and 29 CFR 2520.101-2.) .....  Yes  No

If "Yes" is checked, complete lines 11b and 11c.

---

**11b** Is the plan currently in compliance with the Form M-1 filing requirements? (See instructions and 29 CFR 2520.101-2.) .....  Yes  No

**11c** Enter the Receipt Confirmation Code for the 2020 Form M-1 annual report. If the plan was not required to file the 2020 Form M-1 annual report, enter the Receipt Confirmation Code for the most recent Form M-1 that was required to be filed under the Form M-1 filing requirements. (Failure to enter a valid Receipt Confirmation Code will subject the Form 5500 filing to rejection as incomplete.)

Receipt Confirmation Code _____

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**SCHEDULE A  
(Form 5500)**

Department of the Treasury  
Internal Revenue Service

Department of Labor  
Employee Benefits Security Administration  
Pension Benefit Guaranty Corporation

**Insurance Information**

This schedule is required to be filed under section 104 of the Employee Retirement Income Security Act of 1974 (ERISA).

▶ **File as an attachment to Form 5500.**

▶ Insurance companies are required to provide the information pursuant to ERISA section 103(a)(2).

OMB No. 1210-0110

**2020**

**This Form is Open to Public Inspection**

For calendar plan year 2020 or fiscal plan year beginning 01/01/2020 and ending 12/31/2020

<b>A</b> Name of plan AMERICA'S FAMILY DEFINED BENEFIT PLAN		<b>B</b> Three-digit plan number (PN) ▶	001
<b>C</b> Plan sponsor's name as shown on line 2a of Form 5500 AMERICA'S FAMILY BENEFIT PLANS		<b>D</b> Employer Identification Number (EIN) 16-6103576	

**Part I Information Concerning Insurance Contract Coverage, Fees, and Commissions** Provide information for each contract on a separate Schedule A. Individual contracts grouped as a unit in Parts II and III can be reported on a single Schedule A.

**1 Coverage Information:**

(a) Name of insurance carrier  
THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

(b) EIN	(c) NAIC code	(d) Contract or identification number	(e) Approximate number of persons covered at end of policy or contract year	Policy or contract year	
				(f) From	(g) To
22-1211670	68241	000350		01/01/2020	12/31/2020

**2 Insurance fee and commission information.** Enter the total fees and total commissions paid. List in line 3 the agents, brokers, and other persons in descending order of the amount paid.

(a) Total amount of commissions paid 0	(b) Total amount of fees paid 0
-------------------------------------------	------------------------------------

**3 Persons receiving commissions and fees.** (Complete as many entries as needed to report all persons).

(a) Name and address of the agent, broker, or other person to whom commissions or fees were paid

(b) Amount of sales and base commissions paid	Fees and other commissions paid		(e) Organization code
	(c) Amount	(d) Purpose	

(a) Name and address of the agent, broker, or other person to whom commissions or fees were paid

(b) Amount of sales and base commissions paid	Fees and other commissions paid		(e) Organization code
	(c) Amount	(d) Purpose	

(a) Name and address of the agent, broker, or other person to whom commissions or fees were paid

(b) Amount of sales and base commissions paid	Fees and other commissions paid		(e) Organization code
	(c) Amount	(d) Purpose	

(a) Name and address of the agent, broker, or other person to whom commissions or fees were paid

(b) Amount of sales and base commissions paid	Fees and other commissions paid		(e) Organization code
	(c) Amount	(d) Purpose	

(a) Name and address of the agent, broker, or other person to whom commissions or fees were paid

(b) Amount of sales and base commissions paid	Fees and other commissions paid		(e) Organization code
	(c) Amount	(d) Purpose	

(a) Name and address of the agent, broker, or other person to whom commissions or fees were paid

(b) Amount of sales and base commissions paid	Fees and other commissions paid		(e) Organization code
	(c) Amount	(d) Purpose	

(a) Name and address of the agent, broker, or other person to whom commissions or fees were paid

(b) Amount of sales and base commissions paid	Fees and other commissions paid		(e) Organization code
	(c) Amount	(d) Purpose	

**Part II Investment and Annuity Contract Information**  
 Where individual contracts are provided, the entire group of such individual contracts with each carrier may be treated as a unit for purposes of this report.

<b>4</b> Current value of plan's interest under this contract in the general account at year end .....	<b>4</b>	
<b>5</b> Current value of plan's interest under this contract in separate accounts at year end.....	<b>5</b>	

**6** Contracts With Allocated Funds:

**a** State the basis of premium rates ▶

**b** Premiums paid to carrier ..... **6b**

**c** Premiums due but unpaid at the end of the year ..... **6c**

**d** If the carrier, service, or other organization incurred any specific costs in connection with the acquisition or retention of the contract or policy, enter amount. .... **6d**  
 Specify nature of costs ▶

**e** Type of contract: (1)  individual policies (2)  group deferred annuity  
 (3)  other (specify) ▶

**f** If contract purchased, in whole or in part, to distribute benefits from a terminating plan, check here ▶

**7** Contracts With Unallocated Funds (Do not include portions of these contracts maintained in separate accounts)

**a** Type of contract: (1)  deposit administration (2)  immediate participation guarantee  
 (3)  guaranteed investment (4)  other ▶ FIXED DOLLAR INSURANCE CONTRAC

<b>b</b> Balance at the end of the previous year .....	<b>7b</b>	6159421
<b>c</b> Additions: (1) Contributions deposited during the year .....	<b>7c(1)</b>	
(2) Dividends and credits.....	<b>7c(2)</b>	
(3) Interest credited during the year.....	<b>7c(3)</b>	276900
(4) Transferred from separate account.....	<b>7c(4)</b>	
(5) Other (specify below).....	<b>7c(5)</b>	
▶		
(6) Total additions .....	<b>7c(6)</b>	276900
<b>d</b> Total of balance and additions (add lines <b>7b</b> and <b>7c(6)</b> ) .....	<b>7d</b>	6436321
<b>e</b> Deductions:		
(1) Disbursed from fund to pay benefits or purchase annuities during year .....	<b>7e(1)</b>	376879
(2) Administration charge made by carrier.....	<b>7e(2)</b>	10281
(3) Transferred to separate account.....	<b>7e(3)</b>	
(4) Other (specify below).....	<b>7e(4)</b>	
▶		
(5) Total deductions .....	<b>7e(5)</b>	387160
<b>f</b> Balance at the end of the current year (subtract line <b>7e(5)</b> from line <b>7d</b> ).....	<b>7f</b>	6049161

**Part III Welfare Benefit Contract Information**

If more than one contract covers the same group of employees of the same employer(s) or members of the same employee organizations(s), the information may be combined for reporting purposes if such contracts are experience-rated as a unit. Where contracts cover individual employees, the entire group of such individual contracts with each carrier may be treated as a unit for purposes of this report.

**8** Benefit and contract type (check all applicable boxes)

- a**  Health (other than dental or vision)
- b**  Dental
- c**  Vision
- d**  Life insurance
- e**  Temporary disability (accident and sickness)
- f**  Long-term disability
- g**  Supplemental unemployment
- h**  Prescription drug
- i**  Stop loss (large deductible)
- j**  HMO contract
- k**  PPO contract
- l**  Indemnity contract
- m**  Other (specify) ▶

**9** Experience-rated contracts:

<b>a</b>	Premiums: (1) Amount received .....	<b>9a(1)</b>	
	(2) Increase (decrease) in amount due but unpaid .....	<b>9a(2)</b>	
	(3) Increase (decrease) in unearned premium reserve .....	<b>9a(3)</b>	
	(4) Earned ((1) + (2) - (3)) .....		<b>9a(4)</b>
<b>b</b>	Benefit charges (1) Claims paid .....	<b>9b(1)</b>	
	(2) Increase (decrease) in claim reserves .....	<b>9b(2)</b>	
	(3) Incurred claims (add (1) and (2)) .....		<b>9b(3)</b>
	(4) Claims charged .....		<b>9b(4)</b>
<b>c</b>	Remainder of premium: (1) Retention charges (on an accrual basis) –		
	(A) Commissions .....	<b>9c(1)(A)</b>	
	(B) Administrative service or other fees .....	<b>9c(1)(B)</b>	
	(C) Other specific acquisition costs .....	<b>9c(1)(C)</b>	
	(D) Other expenses .....	<b>9c(1)(D)</b>	
	(E) Taxes .....	<b>9c(1)(E)</b>	
	(F) Charges for risks or other contingencies .....	<b>9c(1)(F)</b>	
	(G) Other retention charges .....	<b>9c(1)(G)</b>	
	(H) Total retention .....		<b>9c(1)(H)</b>
	(2) Dividends or retroactive rate refunds. (These amounts were <input type="checkbox"/> paid in cash, or <input type="checkbox"/> credited.) .....		<b>9c(2)</b>
<b>d</b>	Status of policyholder reserves at end of year: (1) Amount held to provide benefits after retirement .....		<b>9d(1)</b>
	(2) Claim reserves .....		<b>9d(2)</b>
	(3) Other reserves .....		<b>9d(3)</b>
<b>e</b>	Dividends or retroactive rate refunds due. (Do not include amount entered in line 9c(2).) .....		<b>9e</b>

**10** Nonexperience-rated contracts:

<b>a</b>	Total premiums or subscription charges paid to carrier .....	<b>10a</b>	
<b>b</b>	If the carrier, service, or other organization incurred any specific costs in connection with the acquisition or retention of the contract or policy, other than reported in Part I, line 2 above, report amount. .... Specify nature of costs.	<b>10b</b>	

**Part IV Provision of Information**

**11** Did the insurance company fail to provide any information necessary to complete Schedule A? .....  Yes  No

**12** If the answer to line 11 is "Yes," specify the information not provided. ▶

**SCHEDULE MB  
(Form 5500)**

Department of the Treasury  
Internal Revenue Service

Department of Labor  
Employee Benefits Security Administration  
Pension Benefit Guaranty Corporation

**Multiemployer Defined Benefit Plan and Certain  
Money Purchase Plan Actuarial Information**

This schedule is required to be filed under section 104 of the Employee Retirement Income Security Act of 1974 (ERISA) and section 6059 of the Internal Revenue Code (the Code).

▶ **File as an attachment to Form 5500 or 5500-SF.**

OMB No. 1210-0110

**2020**

**This Form is Open to Public  
Inspection**

For calendar plan year 2020 or fiscal plan year beginning 01/01/2020 and ending 12/31/2020

▶ **Round off amounts to nearest dollar.**

▶ **Caution:** A penalty of \$1,000 will be assessed for late filing of this report unless reasonable cause is established.

<b>A</b> Name of plan AMERICA'S FAMILY DEFINED BENEFIT PLAN	<b>B</b> Three-digit plan number (PN) ▶ 001
<b>C</b> Plan sponsor's name as shown on line 2a of Form 5500 or 5500-SF AMERICA'S FAMILY BENEFIT PLANS	<b>D</b> Employer Identification Number (EIN) 16-6103576

**E** Type of plan: (1)  Multiemployer Defined Benefit (2)  Money Purchase (see instructions)

**1a** Enter the valuation date: Month 01 Day 01 Year 2020

**b** Assets

(1) Current value of assets.....	<b>1b(1)</b>	15220318
(2) Actuarial value of assets for funding standard account.....	<b>1b(2)</b>	15220318
<b>c</b> (1) Accrued liability for plan using immediate gain methods.....	<b>1c(1)</b>	101339577
(2) Information for plans using spread gain methods:		
(a) Unfunded liability for methods with bases.....	<b>1c(2)(a)</b>	
(b) Accrued liability under entry age normal method.....	<b>1c(2)(b)</b>	
(c) Normal cost under entry age normal method.....	<b>1c(2)(c)</b>	
(3) Accrued liability under unit credit cost method.....	<b>1c(3)</b>	101339577
<b>d</b> Information on current liabilities of the plan:		
(1) Amount excluded from current liability attributable to pre-participation service (see instructions).....	<b>1d(1)</b>	
(2) "RPA '94" information:		
(a) Current liability.....	<b>1d(2)(a)</b>	195920349
(b) Expected increase in current liability due to benefits accruing during the plan year.....	<b>1d(2)(b)</b>	1602414
(c) Expected release from "RPA '94" current liability for the plan year.....	<b>1d(2)(c)</b>	8603000
(3) Expected plan disbursements for the plan year.....	<b>1d(3)</b>	9136007

**Statement by Enrolled Actuary**

To the best of my knowledge, the information supplied in this schedule and accompanying schedules, statements and attachments, if any, is complete and accurate. Each prescribed assumption was applied in accordance with applicable law and regulations. In my opinion, each other assumption is reasonable (taking into account the experience of the plan and reasonable expectations) and such other assumptions, in combination, offer my best estimate of anticipated experience under the plan.

<p><b>SIGN HERE</b></p>		
Signature of actuary PHILIP D. STASHIN, EA, MAAA		Date 20-02485
Type or print name of actuary FEDERATED PENSION BUREAU, INC.		Most recent enrollment number 212-643-0100
Firm name 2870 HEMPSTEAD TURNPIKE, SUITE 102, LEVITTOWN, NY 11756		Telephone number (including area code)
Address of the firm		

If the actuary has not fully reflected any regulation or ruling promulgated under the statute in completing this schedule, check the box and see instructions

**For Paperwork Reduction Act Notice, see the Instructions for Form 5500 or 5500-SF.**

**Schedule MB (Form 5500) 2020  
v. 200204**

**2** Operational information as of beginning of this plan year:

<b>a</b> Current value of assets (see instructions)	<b>2a</b>	15220318
<b>b</b> "RPA '94" current liability/participant count breakdown:	<b>(1) Number of participants</b>	<b>(2) Current liability</b>
<b>(1)</b> For retired participants and beneficiaries receiving payment.....	1320	104977188
<b>(2)</b> For terminated vested participants .....	1789	71511814
<b>(3)</b> For active participants:		
<b>(a)</b> Non-vested benefits.....		235933
<b>(b)</b> Vested benefits.....		19195414
<b>(c)</b> Total active.....	249	19431347
<b>(4)</b> Total .....	3358	195920349
<b>c</b> If the percentage resulting from dividing line 2a by line 2b(4), column (2), is less than 70%, enter such percentage .....	<b>2c</b>	7.77 %

**3** Contributions made to the plan for the plan year by employer(s) and employees:

(a) Date (MM-DD-YYYY)	(b) Amount paid by employer(s)	(c) Amount paid by employees	(a) Date (MM-DD-YYYY)	(b) Amount paid by employer(s)	(c) Amount paid by employees
07/01/2020	1184903				
			<b>Totals ▶</b>	<b>3(b)</b>	1184903 <b>3(c)</b>

**4** Information on plan status:

<b>a</b> Funded percentage for monitoring plan's status (line 1b(2) divided by line 1c(3)) .....	<b>4a</b>	15.0 %
<b>b</b> Enter code to indicate plan's status (see instructions for attachment of supporting evidence of plan's status). If entered code is "N," go to line 5 .....	<b>4b</b>	D
<b>c</b> Is the plan making the scheduled progress under any applicable funding improvement or rehabilitation plan? .....		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>d</b> If the plan is in critical status or critical and declining status, were any benefits reduced (see instructions)? .....		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>e</b> If line d is "Yes," enter the reduction in liability resulting from the reduction in benefits (see instructions), measured as of the valuation date .....	<b>4e</b>	
<b>f</b> If the rehabilitation plan projects emergence from critical status or critical and declining status, enter the plan year in which it is projected to emerge. If the rehabilitation plan is based on forestalling possible insolvency, enter the plan year in which insolvency is expected and check here .....	<b>4f</b>	2022

**5** Actuarial cost method used as the basis for this plan year's funding standard account computations (check all that apply):

- a**  Attained age normal
- b**  Entry age normal
- c**  Accrued benefit (unit credit)
- d**  Aggregate
- e**  Frozen initial liability
- f**  Individual level premium
- g**  Individual aggregate
- h**  Shortfall
- i**  Other (specify):

<b>j</b> If box h is checked, enter period of use of shortfall method .....	<b>5j</b>	
<b>k</b> Has a change been made in funding method for this plan year?.....		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>l</b> If line k is "Yes," was the change made pursuant to Revenue Procedure 2000-40 or other automatic approval? .....		<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>m</b> If line k is "Yes," and line l is "No," enter the date (MM-DD-YYYY) of the ruling letter (individual or class) approving the change in funding method.....	<b>5m</b>	

**6 Checklist of certain actuarial assumptions:**

<b>a</b> Interest rate for "RPA '94" current liability.....			<b>6a</b>	295.00 %		
<b>b</b> Rates specified in insurance or annuity contracts.....	Pre-retirement			Post-retirement		
	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A
<b>c</b> Mortality table code for valuation purposes:						
<b>(1)</b> Males .....	<b>6c(1)</b>	4+1		4+1		
<b>(2)</b> Females .....	<b>6c(2)</b>	4-4		4-4		
<b>d</b> Valuation liability interest rate .....	<b>6d</b>	7.50 %		7.50 %		
<b>e</b> Expense loading .....	<b>6e</b>	55.8 %	<input type="checkbox"/> N/A	%	<input checked="" type="checkbox"/> N/A	
<b>f</b> Salary scale .....	<b>6f</b>	%	<input checked="" type="checkbox"/> N/A			
<b>g</b> Estimated investment return on actuarial value of assets for year ending on the valuation date.....			<b>6g</b>	13.2 %		
<b>h</b> Estimated investment return on current value of assets for year ending on the valuation date .....			<b>6h</b>	13.2 %		

**7 New amortization bases established in the current plan year:**

(1) Type of base	(2) Initial balance	(3) Amortization Charge/Credit
1	108361	11419

**8 Miscellaneous information:**

<b>a</b> If a waiver of a funding deficiency has been approved for this plan year, enter the date (MM-DD-YYYY) of the ruling letter granting the approval.....	<b>8a</b>	
<b>b(1)</b> Is the plan required to provide a projection of expected benefit payments? (See the instructions.) If "Yes," attach a schedule.....	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
<b>b(2)</b> Is the plan required to provide a Schedule of Active Participant Data? (See the instructions.) If "Yes," attach a schedule.....	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
<b>c</b> Are any of the plan's amortization bases operating under an extension of time under section 412(e) (as in effect prior to 2008) or section 431(d) of the Code?.....	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
<b>d</b> If line c is "Yes," provide the following additional information:		
<b>(1)</b> Was an extension granted automatic approval under section 431(d)(1) of the Code?.....	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<b>(2)</b> If line 8d(1) is "Yes," enter the number of years by which the amortization period was extended .....	<b>8d(2)</b>	
<b>(3)</b> Was an extension approved by the Internal Revenue Service under section 412(e) (as in effect prior to 2008) or 431(d)(2) of the Code? .....	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<b>(4)</b> If line 8d(3) is "Yes," enter number of years by which the amortization period was extended (not including the number of years in line (2)).....	<b>8d(4)</b>	
<b>(5)</b> If line 8d(3) is "Yes," enter the date of the ruling letter approving the extension .....	<b>8d(5)</b>	
<b>(6)</b> If line 8d(3) is "Yes," is the amortization base eligible for amortization using interest rates applicable under section 6621(b) of the Code for years beginning after 2007? .....	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<b>e</b> If box 5h is checked or line 8c is "Yes," enter the difference between the minimum required contribution for the year and the minimum that would have been required without using the shortfall method or extending the amortization base(s).....	<b>8e</b>	

**9 Funding standard account statement for this plan year:**

**Charges to funding standard account:**

<b>a</b> Prior year funding deficiency, if any .....	<b>9a</b>	65603873	
<b>b</b> Employer's normal cost for plan year as of valuation date.....	<b>9b</b>	955999	
<b>c</b> Amortization charges as of valuation date:	Outstanding balance		
<b>(1)</b> All bases except funding waivers and certain bases for which the amortization period has been extended .....	<b>9c(1)</b>	31813522	5804732
<b>(2)</b> Funding waivers .....	<b>9c(2)</b>		
<b>(3)</b> Certain bases for which the amortization period has been extended .....	<b>9c(3)</b>		
<b>d</b> Interest as applicable on lines 9a, 9b, and 9c.....	<b>9d</b>	5407358	
<b>e</b> Total charges. Add lines 9a through 9d.....	<b>9e</b>	77771962	

**Credits to funding standard account:**

<b>f</b> Prior year credit balance, if any.....	<b>9f</b>	
<b>g</b> Employer contributions. Total from column (b) of line 3.....	<b>9g</b>	1184903
	Outstanding balance	
<b>h</b> Amortization credits as of valuation date.....	<b>9h</b>	11298122
<b>i</b> Interest as applicable to end of plan year on lines 9f, 9g, and 9h.....	<b>9i</b>	221651
<b>j</b> Full funding limitation (FFL) and credits:		
(1) ERISA FFL (accrued liability FFL).....	<b>9j(1)</b>	93585914
(2) "RPA '94" override (90% current liability FFL).....	<b>9j(2)</b>	167780719
(3) FFL credit.....	<b>9j(3)</b>	
<b>k</b> (1) Waived funding deficiency.....	<b>9k(1)</b>	
(2) Other credits.....	<b>9k(2)</b>	
<b>l</b> Total credits. Add lines 9f through 9i, 9j(3), 9k(1), and 9k(2).....	<b>9l</b>	3769454
<b>m</b> Credit balance: If line 9l is greater than line 9e, enter the difference.....	<b>9m</b>	
<b>n</b> Funding deficiency: If line 9e is greater than line 9l, enter the difference.....	<b>9n</b>	74002508
<b>9o</b> Current year's accumulated reconciliation account:		
(1) Due to waived funding deficiency accumulated prior to the 2020 plan year.....	<b>9o(1)</b>	
(2) Due to amortization bases extended and amortized using the interest rate under section 6621(b) of the Code:		
(a) Reconciliation outstanding balance as of valuation date.....	<b>9o(2)(a)</b>	
(b) Reconciliation amount (line 9c(3) balance minus line 9o(2)(a)).....	<b>9o(2)(b)</b>	
(3) Total as of valuation date.....	<b>9o(3)</b>	
<b>10</b> Contribution necessary to avoid an accumulated funding deficiency. (See instructions.).....	<b>10</b>	74002508
<b>11</b> Has a change been made in the actuarial assumptions for the current plan year? If "Yes," see instructions.....		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

**SCHEDULE C  
(Form 5500)**

Department of the Treasury  
Internal Revenue Service

Department of Labor  
Employee Benefits Security Administration

Pension Benefit Guaranty Corporation

**Service Provider Information**

This schedule is required to be filed under section 104 of the Employee Retirement Income Security Act of 1974 (ERISA).

▶ **File as an attachment to Form 5500.**

OMB No. 1210-0110

**2020**

**This Form is Open to Public Inspection.**

For calendar plan year 2020 or fiscal plan year beginning 01/01/2020

and ending 12/31/2020

**A** Name of plan  
AMERICA'S FAMILY DEFINED BENEFIT PLAN

**B** Three-digit plan number (PN) ▶ 001

**C** Plan sponsor's name as shown on line 2a of Form 5500  
AMERICA'S FAMILY BENEFIT PLANS

**D** Employer Identification Number (EIN)  
16-6103576

**Part I Service Provider Information (see instructions)**

You must complete this Part, in accordance with the instructions, to report the information required for **each person** who received, directly or indirectly, \$5,000 or more in total compensation (i.e., money or anything else of monetary value) in connection with services rendered to the plan or the person's position with the plan during the plan year. If a person received **only** eligible indirect compensation for which the plan received the required disclosures, you are required to answer line 1 but are not required to include that person when completing the remainder of this Part.

**1 Information on Persons Receiving Only Eligible Indirect Compensation**

**a** Check "Yes" or "No" to indicate whether you are excluding a person from the remainder of this Part because they received only eligible indirect compensation for which the plan received the required disclosures (see instructions for definitions and conditions).....  Yes  No

**b** If you answered line 1a "Yes," enter the name and EIN or address of each person providing the required disclosures for the service providers who received only eligible indirect compensation. Complete as many entries as needed (see instructions).

**(b)** Enter name and EIN or address of person who provided you disclosures on eligible indirect compensation

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**(b)** Enter name and EIN or address of person who provided you disclosures on eligible indirect compensation

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**(b)** Enter name and EIN or address of person who provided you disclosures on eligible indirect compensation

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**(b)** Enter name and EIN or address of person who provided you disclosures on eligible indirect compensation

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**(b)** Enter name and EIN or address of person who provided you disclosures on eligible indirect compensation

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**2. Information on Other Service Providers Receiving Direct or Indirect Compensation.** Except for those persons for whom you answered "Yes" to line 1a above, complete as many entries as needed to list each person receiving, directly or indirectly, \$5,000 or more in total compensation (i.e., money or anything else of value) in connection with services rendered to the plan or their position with the plan during the plan year. (See instructions).

(a) Enter name and EIN or address (see instructions)



(b) Service Code(s)	(c) Relationship to employer, employee organization, or person known to be a party-in-interest	(d) Enter direct compensation paid by the plan. If none, enter -0-.	(e) Did service provider receive indirect compensation? (sources other than plan or plan sponsor)	(f) Did indirect compensation include eligible indirect compensation, for which the plan received the required disclosures?	(g) Enter total indirect compensation received by service provider excluding eligible indirect compensation for which you answered "Yes" to element (f). If none, enter -0-.	(h) Did the service provider give you a formula instead of an amount or estimated amount?
30	EMPLOYEE	86726	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	0	Yes <input type="checkbox"/> No <input type="checkbox"/>

(a) Enter name and EIN or address (see instructions)

FEDERATED PENSION BUREAU

13-1787563

(b) Service Code(s)	(c) Relationship to employer, employee organization, or person known to be a party-in-interest	(d) Enter direct compensation paid by the plan. If none, enter -0-.	(e) Did service provider receive indirect compensation? (sources other than plan or plan sponsor)	(f) Did indirect compensation include eligible indirect compensation, for which the plan received the required disclosures?	(g) Enter total indirect compensation received by service provider excluding eligible indirect compensation for which you answered "Yes" to element (f). If none, enter -0-.	(h) Did the service provider give you a formula instead of an amount or estimated amount?
	ACTUARY	62965	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	0	Yes <input type="checkbox"/> No <input type="checkbox"/>

(a) Enter name and EIN or address (see instructions)



(b) Service Code(s)	(c) Relationship to employer, employee organization, or person known to be a party-in-interest	(d) Enter direct compensation paid by the plan. If none, enter -0-.	(e) Did service provider receive indirect compensation? (sources other than plan or plan sponsor)	(f) Did indirect compensation include eligible indirect compensation, for which the plan received the required disclosures?	(g) Enter total indirect compensation received by service provider excluding eligible indirect compensation for which you answered "Yes" to element (f). If none, enter -0-.	(h) Did the service provider give you a formula instead of an amount or estimated amount?
30	EMPLOYEE	36150	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	0	Yes <input type="checkbox"/> No <input type="checkbox"/>

**2. Information on Other Service Providers Receiving Direct or Indirect Compensation.** Except for those persons for whom you answered "Yes" to line 1a above, complete as many entries as needed to list each person receiving, directly or indirectly, \$5,000 or more in total compensation (i.e., money or anything else of value) in connection with services rendered to the plan or their position with the plan during the plan year. (See instructions).

(a) Enter name and EIN or address (see instructions)

SOFTPATH, INC.

16-1502471

(b) Service Code(s)	(c) Relationship to employer, employee organization, or person known to be a party-in-interest	(d) Enter direct compensation paid by the plan. If none, enter -0-.	(e) Did service provider receive indirect compensation? (sources other than plan or plan sponsor)	(f) Did indirect compensation include eligible indirect compensation, for which the plan received the required disclosures?	(g) Enter total indirect compensation received by service provider excluding eligible indirect compensation for which you answered "Yes" to element (f). If none, enter -0-.	(h) Did the service provider give you a formula instead of an amount or estimated amount?
64	COMPUTER CO	22970	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	0	Yes <input type="checkbox"/> No <input type="checkbox"/>

(a) Enter name and EIN or address (see instructions)



(b) Service Code(s)	(c) Relationship to employer, employee organization, or person known to be a party-in-interest	(d) Enter direct compensation paid by the plan. If none, enter -0-.	(e) Did service provider receive indirect compensation? (sources other than plan or plan sponsor)	(f) Did indirect compensation include eligible indirect compensation, for which the plan received the required disclosures?	(g) Enter total indirect compensation received by service provider excluding eligible indirect compensation for which you answered "Yes" to element (f). If none, enter -0-.	(h) Did the service provider give you a formula instead of an amount or estimated amount?
30	EMPLOYEE	21922	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	0	Yes <input type="checkbox"/> No <input type="checkbox"/>

(a) Enter name and EIN or address (see instructions)

CAMBRIDGE ADVISORS

6225 SHERIDAN DRIVE  
WILLIAMSVILLE, NY 14221

(b) Service Code(s)	(c) Relationship to employer, employee organization, or person known to be a party-in-interest	(d) Enter direct compensation paid by the plan. If none, enter -0-.	(e) Did service provider receive indirect compensation? (sources other than plan or plan sponsor)	(f) Did indirect compensation include eligible indirect compensation, for which the plan received the required disclosures?	(g) Enter total indirect compensation received by service provider excluding eligible indirect compensation for which you answered "Yes" to element (f). If none, enter -0-.	(h) Did the service provider give you a formula instead of an amount or estimated amount?
10	NONE	20885	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	0	Yes <input type="checkbox"/> No <input type="checkbox"/>

**2. Information on Other Service Providers Receiving Direct or Indirect Compensation.** Except for those persons for whom you answered "Yes" to line 1a above, complete as many entries as needed to list each person receiving, directly or indirectly, \$5,000 or more in total compensation (i.e., money or anything else of value) in connection with services rendered to the plan or their position with the plan during the plan year. (See instructions).

(a) Enter name and EIN or address (see instructions)

TD AMERITRADE

(b) Service Code(s)	(c) Relationship to employer, employee organization, or person known to be a party-in-interest	(d) Enter direct compensation paid by the plan. If none, enter -0-.	(e) Did service provider receive indirect compensation? (sources other than plan or plan sponsor)	(f) Did indirect compensation include eligible indirect compensation, for which the plan received the required disclosures?	(g) Enter total indirect compensation received by service provider excluding eligible indirect compensation for which you answered "Yes" to element (f). If none, enter -0-.	(h) Did the service provider give you a formula instead of an amount or estimated amount?
19 27 49 50 71 72	NONE	20279	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	0	Yes <input type="checkbox"/> No <input type="checkbox"/>

(a) Enter name and EIN or address (see instructions)

EFPR GROUP, CPAS, PLLC

47-4526160

(b) Service Code(s)	(c) Relationship to employer, employee organization, or person known to be a party-in-interest	(d) Enter direct compensation paid by the plan. If none, enter -0-.	(e) Did service provider receive indirect compensation? (sources other than plan or plan sponsor)	(f) Did indirect compensation include eligible indirect compensation, for which the plan received the required disclosures?	(g) Enter total indirect compensation received by service provider excluding eligible indirect compensation for which you answered "Yes" to element (f). If none, enter -0-.	(h) Did the service provider give you a formula instead of an amount or estimated amount?
10	NONE	13600	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	0	Yes <input type="checkbox"/> No <input type="checkbox"/>

(a) Enter name and EIN or address (see instructions)

(b) Service Code(s)	(c) Relationship to employer, employee organization, or person known to be a party-in-interest	(d) Enter direct compensation paid by the plan. If none, enter -0-.	(e) Did service provider receive indirect compensation? (sources other than plan or plan sponsor)	(f) Did indirect compensation include eligible indirect compensation, for which the plan received the required disclosures?	(g) Enter total indirect compensation received by service provider excluding eligible indirect compensation for which you answered "Yes" to element (f). If none, enter -0-.	(h) Did the service provider give you a formula instead of an amount or estimated amount?
			Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>		Yes <input type="checkbox"/> No <input type="checkbox"/>

**Part I Service Provider Information (continued)**

3. If you reported on line 2 receipt of indirect compensation, other than eligible indirect compensation, by a service provider, and the service provider is a fiduciary or provides contract administrator, consulting, custodial, investment advisory, investment management, broker, or recordkeeping services, answer the following questions for (a) each source from whom the service provider received \$1,000 or more in indirect compensation and (b) each source for whom the service provider gave you a formula used to determine the indirect compensation instead of an amount or estimated amount of the indirect compensation. Complete as many entries as needed to report the required information for each source.

<b>(a)</b> Enter service provider name as it appears on line 2	<b>(b)</b> Service Codes (see instructions)	<b>(c)</b> Enter amount of indirect compensation

<b>(d)</b> Enter name and EIN (address) of source of indirect compensation	<b>(e)</b> Describe the indirect compensation, including any formula used to determine the service provider's eligibility for or the amount of the indirect compensation.	

<b>(a)</b> Enter service provider name as it appears on line 2	<b>(b)</b> Service Codes (see instructions)	<b>(c)</b> Enter amount of indirect compensation

<b>(d)</b> Enter name and EIN (address) of source of indirect compensation	<b>(e)</b> Describe the indirect compensation, including any formula used to determine the service provider's eligibility for or the amount of the indirect compensation.	

<b>(a)</b> Enter service provider name as it appears on line 2	<b>(b)</b> Service Codes (see instructions)	<b>(c)</b> Enter amount of indirect compensation

<b>(d)</b> Enter name and EIN (address) of source of indirect compensation	<b>(e)</b> Describe the indirect compensation, including any formula used to determine the service provider's eligibility for or the amount of the indirect compensation.	

**Part II Service Providers Who Fail or Refuse to Provide Information**

**4** Provide, to the extent possible, the following information for each service provider who failed or refused to provide the information necessary to complete this Schedule.

<b>(a)</b> Enter name and EIN or address of service provider (see instructions)	<b>(b)</b> Nature of Service Code(s)	<b>(c)</b> Describe the information that the service provider failed or refused to provide
<b>(a)</b> Enter name and EIN or address of service provider (see instructions)	<b>(b)</b> Nature of Service Code(s)	<b>(c)</b> Describe the information that the service provider failed or refused to provide
<b>(a)</b> Enter name and EIN or address of service provider (see instructions)	<b>(b)</b> Nature of Service Code(s)	<b>(c)</b> Describe the information that the service provider failed or refused to provide
<b>(a)</b> Enter name and EIN or address of service provider (see instructions)	<b>(b)</b> Nature of Service Code(s)	<b>(c)</b> Describe the information that the service provider failed or refused to provide
<b>(a)</b> Enter name and EIN or address of service provider (see instructions)	<b>(b)</b> Nature of Service Code(s)	<b>(c)</b> Describe the information that the service provider failed or refused to provide
<b>(a)</b> Enter name and EIN or address of service provider (see instructions)	<b>(b)</b> Nature of Service Code(s)	<b>(c)</b> Describe the information that the service provider failed or refused to provide

**Part III Termination Information on Accountants and Enrolled Actuaries (see instructions)**  
(complete as many entries as needed)

<b>a</b> Name:	<b>b</b> EIN:
<b>c</b> Position:	
<b>d</b> Address:	<b>e</b> Telephone:

Explanation:

<b>a</b> Name:	<b>b</b> EIN:
<b>c</b> Position:	
<b>d</b> Address:	<b>e</b> Telephone:

Explanation:

<b>a</b> Name:	<b>b</b> EIN:
<b>c</b> Position:	
<b>d</b> Address:	<b>e</b> Telephone:

Explanation:

<b>a</b> Name:	<b>b</b> EIN:
<b>c</b> Position:	
<b>d</b> Address:	<b>e</b> Telephone:

Explanation:

<b>a</b> Name:	<b>b</b> EIN:
<b>c</b> Position:	
<b>d</b> Address:	<b>e</b> Telephone:

Explanation:

**SCHEDULE D  
(Form 5500)**

Department of the Treasury  
Internal Revenue Service

Department of Labor  
Employee Benefits Security Administration

**DFE/Participating Plan Information**

This schedule is required to be filed under section 104 of the Employee Retirement Income Security Act of 1974 (ERISA).

▶ **File as an attachment to Form 5500.**

OMB No. 1210-0110

**2020**

**This Form is Open to Public Inspection.**

For calendar plan year 2020 or fiscal plan year beginning 01/01/2020 and ending 12/31/2020

<b>A</b> Name of plan AMERICA'S FAMILY DEFINED BENEFIT PLAN	<b>B</b> Three-digit plan number (PN) ▶ 001
<b>C</b> Plan or DFE sponsor's name as shown on line 2a of Form 5500 AMERICA'S FAMILY BENEFIT PLANS	<b>D</b> Employer Identification Number (EIN) 16-6103576

**Part I Information on interests in MTIAs, CCTs, PSAs, and 103-12 IEs (to be completed by plans and DFEs)**  
(Complete as many entries as needed to report all interests in DFEs)

<b>a</b> Name of MTIA, CCT, PSA, or 103-12 IE: FIXED DOLLAR	<b>b</b> Name of sponsor of entity listed in (a): PRUDENTIAL INSURANCE CO.	
<b>c</b> EIN-PN 22-1211670-044	<b>d</b> Entity code P	<b>e</b> Dollar value of interest in MTIA, CCT, PSA, or 103-12 IE at end of year (see instructions) 6113100
<b>a</b> Name of MTIA, CCT, PSA, or 103-12 IE:	<b>b</b> Name of sponsor of entity listed in (a):	
<b>c</b> EIN-PN	<b>d</b> Entity code	<b>e</b> Dollar value of interest in MTIA, CCT, PSA, or 103-12 IE at end of year (see instructions)
<b>a</b> Name of MTIA, CCT, PSA, or 103-12 IE:	<b>b</b> Name of sponsor of entity listed in (a):	
<b>c</b> EIN-PN	<b>d</b> Entity code	<b>e</b> Dollar value of interest in MTIA, CCT, PSA, or 103-12 IE at end of year (see instructions)
<b>a</b> Name of MTIA, CCT, PSA, or 103-12 IE:	<b>b</b> Name of sponsor of entity listed in (a):	
<b>c</b> EIN-PN	<b>d</b> Entity code	<b>e</b> Dollar value of interest in MTIA, CCT, PSA, or 103-12 IE at end of year (see instructions)
<b>a</b> Name of MTIA, CCT, PSA, or 103-12 IE:	<b>b</b> Name of sponsor of entity listed in (a):	
<b>c</b> EIN-PN	<b>d</b> Entity code	<b>e</b> Dollar value of interest in MTIA, CCT, PSA, or 103-12 IE at end of year (see instructions)
<b>a</b> Name of MTIA, CCT, PSA, or 103-12 IE:	<b>b</b> Name of sponsor of entity listed in (a):	
<b>c</b> EIN-PN	<b>d</b> Entity code	<b>e</b> Dollar value of interest in MTIA, CCT, PSA, or 103-12 IE at end of year (see instructions)
<b>a</b> Name of MTIA, CCT, PSA, or 103-12 IE:	<b>b</b> Name of sponsor of entity listed in (a):	
<b>c</b> EIN-PN	<b>d</b> Entity code	<b>e</b> Dollar value of interest in MTIA, CCT, PSA, or 103-12 IE at end of year (see instructions)
<b>a</b> Name of MTIA, CCT, PSA, or 103-12 IE:	<b>b</b> Name of sponsor of entity listed in (a):	
<b>c</b> EIN-PN	<b>d</b> Entity code	<b>e</b> Dollar value of interest in MTIA, CCT, PSA, or 103-12 IE at end of year (see instructions)

**a** Name of MTIA, CCT, PSA, or 103-12 IE:

**b** Name of sponsor of entity listed in (a):

**c** EIN-PN

**d** Entity  
code

**e** Dollar value of interest in MTIA, CCT, PSA, or  
103-12 IE at end of year (see instructions)

**a** Name of MTIA, CCT, PSA, or 103-12 IE:

**b** Name of sponsor of entity listed in (a):

**c** EIN-PN

**d** Entity  
code

**e** Dollar value of interest in MTIA, CCT, PSA, or  
103-12 IE at end of year (see instructions)

**a** Name of MTIA, CCT, PSA, or 103-12 IE:

**b** Name of sponsor of entity listed in (a):

**c** EIN-PN

**d** Entity  
code

**e** Dollar value of interest in MTIA, CCT, PSA, or  
103-12 IE at end of year (see instructions)

**a** Name of MTIA, CCT, PSA, or 103-12 IE:

**b** Name of sponsor of entity listed in (a):

**c** EIN-PN

**d** Entity  
code

**e** Dollar value of interest in MTIA, CCT, PSA, or  
103-12 IE at end of year (see instructions)

**a** Name of MTIA, CCT, PSA, or 103-12 IE:

**b** Name of sponsor of entity listed in (a):

**c** EIN-PN

**d** Entity  
code

**e** Dollar value of interest in MTIA, CCT, PSA, or  
103-12 IE at end of year (see instructions)

**a** Name of MTIA, CCT, PSA, or 103-12 IE:

**b** Name of sponsor of entity listed in (a):

**c** EIN-PN

**d** Entity  
code

**e** Dollar value of interest in MTIA, CCT, PSA, or  
103-12 IE at end of year (see instructions)

**a** Name of MTIA, CCT, PSA, or 103-12 IE:

**b** Name of sponsor of entity listed in (a):

**c** EIN-PN

**d** Entity  
code

**e** Dollar value of interest in MTIA, CCT, PSA, or  
103-12 IE at end of year (see instructions)

**a** Name of MTIA, CCT, PSA, or 103-12 IE:

**b** Name of sponsor of entity listed in (a):

**c** EIN-PN

**d** Entity  
code

**e** Dollar value of interest in MTIA, CCT, PSA, or  
103-12 IE at end of year (see instructions)

**a** Name of MTIA, CCT, PSA, or 103-12 IE:

**b** Name of sponsor of entity listed in (a):

**c** EIN-PN

**d** Entity  
code

**e** Dollar value of interest in MTIA, CCT, PSA, or  
103-12 IE at end of year (see instructions)

**a** Name of MTIA, CCT, PSA, or 103-12 IE:

**b** Name of sponsor of entity listed in (a):

**c** EIN-PN

**d** Entity  
code

**e** Dollar value of interest in MTIA, CCT, PSA, or  
103-12 IE at end of year (see instructions)

**Part II Information on Participating Plans (to be completed by DFEs)**  
(Complete as many entries as needed to report all participating plans)**a** Plan name**b** Name of  
plan sponsor**c** EIN-PN**a** Plan name**b** Name of  
plan sponsor**c** EIN-PN

**SCHEDULE H  
(Form 5500)**

Department of the Treasury  
Internal Revenue Service

Department of Labor  
Employee Benefits Security Administration

Pension Benefit Guaranty Corporation

**Financial Information**

This schedule is required to be filed under section 104 of the Employee Retirement Income Security Act of 1974 (ERISA), and section 6058(a) of the Internal Revenue Code (the Code).

▶ **File as an attachment to Form 5500.**

OMB No. 1210-0110

**2020**

**This Form is Open to Public Inspection**

For calendar plan year 2020 or fiscal plan year beginning 01/01/2020 and ending 12/31/2020

<b>A</b> Name of plan AMERICA'S FAMILY DEFINED BENEFIT PLAN		<b>B</b> Three-digit plan number (PN) ▶	001
<b>C</b> Plan sponsor's name as shown on line 2a of Form 5500 AMERICA'S FAMILY BENEFIT PLANS		<b>D</b> Employer Identification Number (EIN) 16-6103576	

**Part I Asset and Liability Statement**

**1** Current value of plan assets and liabilities at the beginning and end of the plan year. Combine the value of plan assets held in more than one trust. Report the value of the plan's interest in a commingled fund containing the assets of more than one plan on a line-by-line basis unless the value is reportable on lines 1c(9) through 1c(14). Do not enter the value of that portion of an insurance contract which guarantees, during this plan year, to pay a specific dollar benefit at a future date. **Round off amounts to the nearest dollar.** MTIAs, CCTs, PSAs, and 103-12 IEs do not complete lines 1b(1), 1b(2), 1c(8), 1g, 1h, and 1i. CCTs, PSAs, and 103-12 IEs also do not complete lines 1d and 1e. See instructions.

<b>Assets</b>		<b>(a) Beginning of Year</b>	<b>(b) End of Year</b>
<b>a</b> Total noninterest-bearing cash.....	<b>1a</b>	652519	652551
<b>b</b> Receivables (less allowance for doubtful accounts):			
<b>(1)</b> Employer contributions .....	<b>1b(1)</b>	51659	49027
<b>(2)</b> Participant contributions.....	<b>1b(2)</b>		
<b>(3)</b> Other .....	<b>1b(3)</b>	239410	184474
<b>c</b> General investments:			
<b>(1)</b> Interest-bearing cash (include money market accounts & certificates of deposit) .....	<b>1c(1)</b>	959943	28741
<b>(2)</b> U.S. Government securities .....	<b>1c(2)</b>		
<b>(3)</b> Corporate debt instruments (other than employer securities):			
<b>(A)</b> Preferred .....	<b>1c(3)(A)</b>		
<b>(B)</b> All other.....	<b>1c(3)(B)</b>		
<b>(4)</b> Corporate stocks (other than employer securities):			
<b>(A)</b> Preferred .....	<b>1c(4)(A)</b>		
<b>(B)</b> Common .....	<b>1c(4)(B)</b>	2071856	201652
<b>(5)</b> Partnership/joint venture interests .....	<b>1c(5)</b>	19212	19212
<b>(6)</b> Real estate (other than employer real property) .....	<b>1c(6)</b>		
<b>(7)</b> Loans (other than to participants).....	<b>1c(7)</b>		
<b>(8)</b> Participant loans .....	<b>1c(8)</b>		
<b>(9)</b> Value of interest in common/collective trusts.....	<b>1c(9)</b>		
<b>(10)</b> Value of interest in pooled separate accounts .....	<b>1c(10)</b>	6223360	6113100
<b>(11)</b> Value of interest in master trust investment accounts .....	<b>1c(11)</b>		
<b>(12)</b> Value of interest in 103-12 investment entities .....	<b>1c(12)</b>		
<b>(13)</b> Value of interest in registered investment companies (e.g., mutual funds) .....	<b>1c(13)</b>	4986532	503792
<b>(14)</b> Value of funds held in insurance company general account (unallocated contracts).....	<b>1c(14)</b>		
<b>(15)</b> Other.....	<b>1c(15)</b>	17116	17617

		(a) Beginning of Year	(b) End of Year
<b>1d</b>	Employer-related investments:		
(1)	Employer securities.....	<b>1d(1)</b>	
(2)	Employer real property.....	<b>1d(2)</b>	
<b>e</b>	Buildings and other property used in plan operation.....	<b>1e</b>	10758 8207
<b>f</b>	Total assets (add all amounts in lines 1a through 1e).....	<b>1f</b>	15232365 7778373
<b>Liabilities</b>			
<b>g</b>	Benefit claims payable.....	<b>1g</b>	
<b>h</b>	Operating payables.....	<b>1h</b>	12047 19182
<b>i</b>	Acquisition indebtedness.....	<b>1i</b>	
<b>j</b>	Other liabilities.....	<b>1j</b>	
<b>k</b>	Total liabilities (add all amounts in lines 1g through 1j).....	<b>1k</b>	12047 19182
<b>Net Assets</b>			
<b>l</b>	Net assets (subtract line 1k from line 1f).....	<b>1l</b>	15220318 7759191

**Part II Income and Expense Statement**

**2** Plan income, expenses, and changes in net assets for the year. Include all income and expenses of the plan, including any trust(s) or separately maintained fund(s) and any payments/receipts to/from insurance carriers. Round off amounts to the nearest dollar. MTIAs, CCTs, PSAs, and 103-12 IEs do not complete lines 2a, 2b(1)(E), 2e, 2f, and 2g.

		(a) Amount	(b) Total
<b>Income</b>			
<b>a</b>	<b>Contributions:</b>		
(1)	Received or receivable in cash from: <b>(A)</b> Employers.....	<b>2a(1)(A)</b>	939286
	<b>(B)</b> Participants.....	<b>2a(1)(B)</b>	
	<b>(C)</b> Others (including rollovers).....	<b>2a(1)(C)</b>	
(2)	Noncash contributions.....	<b>2a(2)</b>	
(3)	Total contributions. Add lines <b>2a(1)(A)</b> , <b>(B)</b> , <b>(C)</b> , and line <b>2a(2)</b> .....	<b>2a(3)</b>	939286
<b>b</b>	<b>Earnings on investments:</b>		
(1)	Interest:		
	<b>(A)</b> Interest-bearing cash (including money market accounts and certificates of deposit).....	<b>2b(1)(A)</b>	277039
	<b>(B)</b> U.S. Government securities.....	<b>2b(1)(B)</b>	
	<b>(C)</b> Corporate debt instruments.....	<b>2b(1)(C)</b>	
	<b>(D)</b> Loans (other than to participants).....	<b>2b(1)(D)</b>	
	<b>(E)</b> Participant loans.....	<b>2b(1)(E)</b>	
	<b>(F)</b> Other.....	<b>2b(1)(F)</b>	
	<b>(G)</b> Total interest. Add lines <b>2b(1)(A)</b> through <b>(F)</b> .....	<b>2b(1)(G)</b>	277039
(2)	Dividends: <b>(A)</b> Preferred stock.....	<b>2b(2)(A)</b>	
	<b>(B)</b> Common stock.....	<b>2b(2)(B)</b>	86149
	<b>(C)</b> Registered investment company shares (e.g. mutual funds).....	<b>2b(2)(C)</b>	
	<b>(D)</b> Total dividends. Add lines <b>2b(2)(A)</b> , <b>(B)</b> , and <b>(C)</b> .....	<b>2b(2)(D)</b>	86149
(3)	Rents.....	<b>2b(3)</b>	
(4)	Net gain (loss) on sale of assets: <b>(A)</b> Aggregate proceeds.....	<b>2b(4)(A)</b>	148172
	<b>(B)</b> Aggregate carrying amount (see instructions).....	<b>2b(4)(B)</b>	
	<b>(C)</b> Subtract line <b>2b(4)(B)</b> from line <b>2b(4)(A)</b> and enter result.....	<b>2b(4)(C)</b>	148172
(5)	Unrealized appreciation (depreciation) of assets: <b>(A)</b> Real estate.....	<b>2b(5)(A)</b>	
	<b>(B)</b> Other.....	<b>2b(5)(B)</b>	-228598
	<b>(C)</b> Total unrealized appreciation of assets. Add lines <b>2b(5)(A)</b> and <b>(B)</b> .....	<b>2b(5)(C)</b>	-228598

		(a) Amount	(b) Total
(6) Net investment gain (loss) from common/collective trusts.....	2b(6)		
(7) Net investment gain (loss) from pooled separate accounts.....	2b(7)		
(8) Net investment gain (loss) from master trust investment accounts.....	2b(8)		
(9) Net investment gain (loss) from 103-12 investment entities.....	2b(9)		
(10) Net investment gain (loss) from registered investment companies (e.g., mutual funds).....	2b(10)		
c Other income.....	2c		3522
d Total income. Add all <b>income</b> amounts in column (b) and enter total.....	2d		1225570

**Expenses**

e Benefit payment and payments to provide benefits:			
(1) Directly to participants or beneficiaries, including direct rollovers.....	2e(1)	8156087	
(2) To insurance carriers for the provision of benefits.....	2e(2)		
(3) Other.....	2e(3)		
(4) Total benefit payments. Add lines 2e(1) through (3).....	2e(4)		8156087
f Corrective distributions (see instructions).....	2f		
g Certain deemed distributions of participant loans (see instructions).....	2g		
h Interest expense.....	2h		
i Administrative expenses: (1) Professional fees.....	2i(1)	57455	
(2) Contract administrator fees.....	2i(2)		
(3) Investment advisory and management fees.....	2i(3)	20279	
(4) Other.....	2i(4)	452876	
(5) Total administrative expenses. Add lines 2i(1) through (4).....	2i(5)		530610
j Total expenses. Add all <b>expense</b> amounts in column (b) and enter total.....	2j		8686697

**Net Income and Reconciliation**

k Net income (loss). Subtract line 2j from line 2d.....	2k		-7461127
l Transfers of assets:			
(1) To this plan.....	2l(1)		
(2) From this plan.....	2l(2)		

**Part III Accountant's Opinion**

3 Complete lines 3a through 3c if the opinion of an independent qualified public accountant is attached to this Form 5500. Complete line 3d if an opinion is not attached.

a The attached opinion of an independent qualified public accountant for this plan is (see instructions):

(1)  Unmodified (2)  Qualified (3)  Disclaimer (4)  Adverse

b Check the appropriate box(es) to indicate whether the IQPA performed an ERISA section 103(a)(3)(C) audit. Check both boxes (1) and (2) if the audit was performed pursuant to both 29 CFR 2520.103-8 and 29 CFR 2520.103-12(d). Check box (3) if pursuant to neither.

(1)  DOL Regulation 2520.103-8 (2)  DOL Regulation 2520.103-12(d) (3)  neither DOL Regulation 2520.103-8 nor DOL Regulation 2520.103-12(d).

c Enter the name and EIN of the accountant (or accounting firm) below:

(1) Name: EFPR GROUP, CPAS, PLLC

(2) EIN: 47-4526160

d The opinion of an independent qualified public accountant is **not attached** because:

(1)  This form is filed for a CCT, PSA, or MTIA. (2)  It will be attached to the next Form 5500 pursuant to 29 CFR 2520.104-50.

**Part IV Compliance Questions**

4 CCTs and PSAs do not complete Part IV. MTIAs, 103-12 IEs, and GIAs do not complete lines 4a, 4e, 4f, 4g, 4h, 4k, 4m, 4n, or 5. 103-12 IEs also do not complete lines 4j and 4l. MTIAs also do not complete line 4l.

During the plan year:

a Was there a failure to transmit to the plan any participant contributions within the time period described in 29 CFR 2510.3-102? Continue to answer "Yes" for any prior year failures until fully corrected. (See instructions and DOL's Voluntary Fiduciary Correction Program.).....

	Yes	No	Amount
4a		X	

	Yes	No	Amount
<b>b</b> Were any loans by the plan or fixed income obligations due the plan in default as of the close of the plan year or classified during the year as uncollectible? Disregard participant loans secured by participant's account balance. (Attach Schedule G (Form 5500) Part I if "Yes" is checked.)		X	
<b>c</b> Were any leases to which the plan was a party in default or classified during the year as uncollectible? (Attach Schedule G (Form 5500) Part II if "Yes" is checked.)		X	
<b>d</b> Were there any nonexempt transactions with any party-in-interest? (Do not include transactions reported on line 4a. Attach Schedule G (Form 5500) Part III if "Yes" is checked.)		X	
<b>e</b> Was this plan covered by a fidelity bond?	X		1000000
<b>f</b> Did the plan have a loss, whether or not reimbursed by the plan's fidelity bond, that was caused by fraud or dishonesty?		X	
<b>g</b> Did the plan hold any assets whose current value was neither readily determinable on an established market nor set by an independent third party appraiser?		X	
<b>h</b> Did the plan receive any noncash contributions whose value was neither readily determinable on an established market nor set by an independent third party appraiser?		X	
<b>i</b> Did the plan have assets held for investment? (Attach schedule(s) of assets if "Yes" is checked, and see instructions for format requirements.)	X		
<b>j</b> Were any plan transactions or series of transactions in excess of 5% of the current value of plan assets? (Attach schedule of transactions if "Yes" is checked and see instructions for format requirements.)		X	
<b>k</b> Were all the plan assets either distributed to participants or beneficiaries, transferred to another plan, or brought under the control of the PBGC?		X	
<b>l</b> Has the plan failed to provide any benefit when due under the plan?		X	
<b>m</b> If this is an individual account plan, was there a blackout period? (See instructions and 29 CFR 2520.101-3.)		X	
<b>n</b> If 4m was answered "Yes," check the "Yes" box if you either provided the required notice or one of the exceptions to providing the notice applied under 29 CFR 2520.101-3.		X	

**5a** Has a resolution to terminate the plan been adopted during the plan year or any prior plan year?  Yes  No  
 If "Yes," enter the amount of any plan assets that reverted to the employer this year _____.

**5b** If, during this plan year, any assets or liabilities were transferred from this plan to another plan(s), identify the plan(s) to which assets or liabilities were transferred. (See instructions.)

5b(1) Name of plan(s)	5b(2) EIN(s)	5b(3) PN(s)

**5c** Was the plan a defined benefit plan covered under the PBGC insurance program at any time during this plan year? (See ERISA section 4021 and instructions.)  Yes  No  Not determined  
 If "Yes" is checked, enter the My PAA confirmation number from the PBGC premium filing for this plan year 4246212.

## INDEPENDENT AUDITORS' REPORT

The Trustees  
America's Family Defined Benefit Plan:

### Report on the Financial Statements

We have audited the accompanying financial statements of America's Family Defined Benefit Plan (the Plan), which comprise the statements of net assets available for benefits as of December 31, 2020 and 2019, the related statements of changes in net assets available for benefits for the years then ended, the statement of accumulated plan benefits as of December 31, 2019, and the related statement of changes in accumulated plan benefits for the year then ended, and the related notes to financial statements.

### Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Plan's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Plan's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

## Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, information regarding the Plan's net assets available for benefits as of December 31, 2020 and 2019, and changes therein for the years then ended, its financial status as of December 31, 2019 and changes therein for the year then ended, in accordance with accounting principles generally accepted in the United States of America.

## Report on Supplemental Information

Our audits were conducted for the purpose of forming an opinion on the financial statements as a whole. The supplemental schedules of Operating Expenses and Assets (Held at End of Year), together referred to as "supplemental information," are presented for the purpose of additional analysis and are not a required part of the financial statements. The Schedule of Assets (Held at End of Year) is required by the Department of Labor's Rules and Regulations for Reporting and Disclosure under the Employee Retirement Income Security Act of 1974. Such information is the responsibility of the Plan's management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audits of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

EFPR Group, CPAs, PLLC

Williamsville, New York  
October 13, 2021

AMERICA'S FAMILY DEFINED BENEFIT PLAN  
U.S. Form 5500 - Schedule H, Line 4i - Schedule of Assets (Held at End of Year)  
EIN: 16-0840561  
Plan Number: 501  
December 31, 2020

(a)	(b) Identify of issue, borrower, lessor or similar party	(c) Description of investment, including maturity date, rate of interest, collateral, par or maturity value	(d) Cost	(e) Current value
	Cash equivalents:			
	TD Ameritrade	FDIC insured deposit account	\$ 17	17
	TD Ameritrade - Agway	FDIC insured deposit account	<u>28,724</u>	<u>28,724</u>
	Total cash equivalents		<u>28,741</u>	<u>28,741</u>
	Exchange-traded funds:			
	iShares Russell 1000 ETF	Exchange-traded fund	13,845	20,548
	iShares Core S&P US GWT ETF	Exchange-traded fund	20,775	33,880
	iShares Core S&P SCP ETF	Exchange-traded fund	27,850	34,738
	SPDR S&P Mid Cap S&P ETF	Exchange-traded fund	34,249	41,572
	Vanguard Developing Markets ETF	Exchange-traded fund	14,983	16,854
	Vanguard Value ETF	Exchange-traded fund	30,169	33,428
	Vanguard Total Stock Market ETF	Exchange-traded fund	<u>16,166</u>	<u>20,632</u>
	Total exchange-traded funds		<u>158,037</u>	<u>201,652</u>
	Limited partnership - Consolidated Capital	Common share	<u>19,212</u>	<u>19,212</u>
	Investment contract with insurance company -			
*	The Prudential Insurance Company of America		<u>6,113,100</u>	<u>6,113,100</u>

(Continued)

## AMERICA'S FAMILY DEFINED BENEFIT PLAN

U.S. Form 5500 - Schedule H, Line 4i - Schedule of Assets (Held at End of Year), Continued

(a)	(b)	(c)	(d)	(e)
	Identify of issue, borrower, lessor or similar party	Description of investment, including maturity date, rate of interest, collateral, par or maturity value	Cost	Current value
Mutual funds:				
	American Century Emerging Markets	Mutual fund	\$ 12,294	17,826
	Baird Funds Core Plus Bond	Mutual fund	35,735	39,857
	Columbia Funds Small Cap Index	Mutual fund	21,763	21,229
	Columbia Funds Mid Cap Index	Mutual fund	28,749	33,131
	DFA Large Cap	Mutual fund	14,452	17,053
	DFA Large Cap Value	Mutual fund	72,096	78,628
	Dodge & Cox Funds	Mutual fund	21,559	31,412
	Fidelity Investments Contrafund	Mutual fund	74,895	79,578
	JP Morgan Funds Emerging Markets Equity	Mutual fund	13,185	17,757
	JP Morgan Core Plus Bond	Mutual fund	72,661	79,183
	Principal Mid-Cap S&P 500 Index	Mutual fund	18,523	21,195
	Principal Funds Small Cap S&P 600 Index	Mutual fund	23,110	33,618
	T. Rowe Price Total Equity Market Index	Mutual fund	33,424	33,325
	Total mutual funds		442,446	503,792
	Total investments		\$ 6,761,536	6,866,497

**ACTIVE PARTICIPANTS AS OF 12/31/2019**

		YEARS OF CREDITED SERVICE							
		0-4	5-9	10-14	15-19	20-24	25-29	29+	TOTAL
A T T A I N E D  A G E	15-19	1	0	0	0	0	0	0	1
	20-24	11	1	0	0	0	0	0	12
	25-29	22	5	0	0	0	0	0	27
	30-34	14	10	0	0	0	0	0	24
	35-39	13	5	1	0	0	0	0	19
	40-44	11	5	1	2	3	0	0	22
	45-49	10	0	2	1	2	5	0	20
	50-54	5	4	2	3	2	10	2	28
	55-59	5	7	5	3	3	4	21	48
	60-64	4	3	3	2	3	3	26	44
	65+	0	1	0	0	0	2	1	4
<b>TOTAL</b>		<b>96</b>	<b>41</b>	<b>14</b>	<b>11</b>	<b>13</b>	<b>24</b>	<b>50</b>	<b>249 *</b>

Average Attained Age : 46.8

Average Years of Service : 14.8

* Excludes data that has no date of hire and those employees in frozen groups.

**SCHEDULE MB  
(Form 5500)**

Department of the Treasury  
Internal Revenue Service  
Department of Labor  
Employee Benefits Security Administration  
Pension Benefit Guaranty Corporation

**Multiemployer Defined Benefit Plan and Certain  
Money Purchase Plan Actuarial Information**

This schedule is required to be filed under section 104 of the Employee Retirement Income Security Act of 1974 (ERISA) and section 6059 of the Internal Revenue Code (the Code).

▶ **File as an attachment to Form 5500 or 5500-SF.**

OMB No. 1210-0110

**2020**

**This Form is Open to Public  
Inspection**

For calendar plan year 2020 or fiscal plan year beginning 01/01/2020 and ending 12/31/2020

▶ **Round off amounts to nearest dollar.**

▶ **Caution:** A penalty of \$1,000 will be assessed for late filing of this report unless reasonable cause is established.

<b>A</b> Name of plan AMERICAS FAMILY DEFINED BENEFIT PLAN	<b>B</b> Three-digit plan number (PN) ▶ 001
<b>C</b> Plan sponsor's name as shown on line 2a of Form 5500 or 5500-SF AMERICAS FAMILY BENEFIT PLANS	<b>D</b> Employer Identification Number (EIN) 16-6103576

**E** Type of plan: (1)  Multiemployer Defined Benefit (2)  Money Purchase (see instructions)

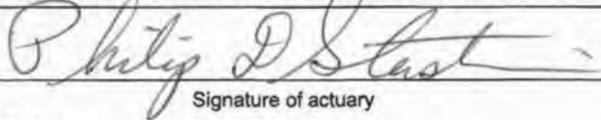
**1a** Enter the valuation date: Month 01 Day 01 Year 2020

**b** Assets

(1) Current value of assets.....	<b>1b(1)</b>	15220318
(2) Actuarial value of assets for funding standard account.....	<b>1b(2)</b>	15220318
<b>c</b> (1) Accrued liability for plan using immediate gain methods.....	<b>1c(1)</b>	101339577
(2) Information for plans using spread gain methods:		
(a) Unfunded liability for methods with bases.....	<b>1c(2)(a)</b>	
(b) Accrued liability under entry age normal method.....	<b>1c(2)(b)</b>	
(c) Normal cost under entry age normal method.....	<b>1c(2)(c)</b>	
(3) Accrued liability under unit credit cost method.....	<b>1c(3)</b>	101339577
<b>d</b> Information on current liabilities of the plan:		
(1) Amount excluded from current liability attributable to pre-participation service (see instructions).....	<b>1d(1)</b>	
(2) "RPA '94" information:		
(a) Current liability.....	<b>1d(2)(a)</b>	195920349
(b) Expected increase in current liability due to benefits accruing during the plan year.....	<b>1d(2)(b)</b>	1602414
(c) Expected release from "RPA '94" current liability for the plan year.....	<b>1d(2)(c)</b>	8603000
(3) Expected plan disbursements for the plan year.....	<b>1d(3)</b>	9136007

**Statement by Enrolled Actuary**

To the best of my knowledge, the information supplied in this schedule and accompanying schedules, statements and attachments, if any, is complete and accurate. Each prescribed assumption was applied in accordance with applicable law and regulations. In my opinion, each other assumption is reasonable (taking into account the experience of the plan and reasonable expectations) and such other assumptions, in combination, offer my best estimate of anticipated experience under the plan.

<b>SIGN HERE</b>		October 4, 2021 Date
	PHILIP D. STASHIN Type or print name of actuary	20-02485 Most recent enrollment number
	FEDERATION PENSION BUREAU, INC. Firm name 2870 HEMPSTEAD TURNPIKE, SUITE 102, LEVITTOWN, NY 11756 Address of the firm	212-643-0100 Telephone number (including area code)

If the actuary has not fully reflected any regulation or ruling promulgated under the statute in completing this schedule, check the box and see instructions

For Paperwork Reduction Act Notice, see the Instructions for Form 5500 or 5500-SF.

Schedule MB (Form 5500) 2020  
v. 200204

America's Family Defined Benefit Plan

Schedule of outstanding amorization bases as of January 1, 2020

A. Amortization Charges:

<u>Type of Base</u>	<u>Date Established</u>	<u>Outstanding Balance</u>	<u>Years Remain</u>	<u>Charge/Credit</u>
Plan Amendment	1/1/1994	71,256	4	19,792
Plan Amendment	1/1/1995	349,283	5	80,307
Plan Amendment	1/1/2000	70,523	10	9,557
Assumption Change	1/1/2002	259,205	12	31,172
Actuarial Loss	1/1/2006	475,966	1	475,966
Actuarial Loss	1/1/2007	678,802	2	351,668
Actuarial Loss	1/1/2008	239,256	3	85,583
Actuarial Loss	1/1/2009	5,755,339	4	1,598,472
Actuarial Loss	1/1/2013	5,942,250	8	943,723
Actuarial Loss	1/1/2015	3,167,494	10	429,264
Actuarial Loss	1/1/2016	7,935,230	11	1,009,047
Actuarial Loss	1/1/2017	1,680,515	12	202,096
Actuarial Loss	1/1/2019	5,080,042	14	556,666
Actuarial Loss	1/1/2020	108,361	15	11,419
		\$31,813,522		\$5,804,732

B. Amortization Credits

<u>Type of Base</u>	<u>Date Established</u>	<u>Outstanding Balance</u>	<u>Years Remain</u>	<u>Charge/Credit</u>
Funding Method Change	1/1/2008	1,265,227	3	452,584
Actuarial Gain	1/1/2010	2,014,798	5	463,244
Actuarial Gain	1/2/2011	3,113,806	6	617,098
Actuarial Gain	1/1/2012	3,884,615	7	682,248
Actuarial Gain	1/1/2014	988,632	9	144,172
Actuarial Gain	1/1/2018	31,044	13	3,554
		\$11,298,122		\$2,362,900

## SECTION 1

### SUMMARY OF PLAN PROVISIONS

#### Eligibility for Participation:

Upon completion of 1,000 hours of credit in 12 consecutive months.

#### Crediting Service:

Past Service Credit

period from date of hire to date of entry into the plan (up to 25 years). 16-2/3% of Past Service Credit for each year of Future Credit Service to a maximum of 100% for 6 or more years of Future Credited Service.

Future Service Credit

period from date of entry into the plan to date of termination.

#### Eligibility for Pension Benefits:

Normal Retirement

Age 65 and 6 years of future credited service.

Early Retirement

Age 62 and 6 years of future credited service.

#### Vesting:

graded from 50% for 1 year to 100% for 6 or more years of Future Service.

#### Retirement Benefits:

Past Service Benefit Calculations

Years of Past Service x Weekly Contribution Rate / 1.75 x Past Service Rate for Shop x Applicable Dollar Amount x Vesting Percentage.

Future Service Benefit Calculation

(Total Contributions / 65) x Applicable Dollar Amount x Vesting Percentage

Applicable Dollar Amount

\$180.00 (at age 65.)

Early or Deferred Retirement

If benefit is payable at early or deferred retirement age, it is the actuarial equivalent of the benefit payable at age 65.

SECTION 1

SUMMARY OF PLAN PROVISIONS (CONTINUED)

**Termination Benefit**

Prior to eligibility for Early Retirement

Vested Accrued Benefit using an Applicable Dollar amount of \$80.00 up to age 50 and increasing \$8.00/year up to \$120.00 at age 65 with less than 6 years of Future Service Credit. Suspended by Pension Protection Act.

After eligibility for Early Retirement

Accrued Benefit using an Applicable Dollar Amount of \$180.00.

**Form of Payment:**

Life Annuity and Joint and Survivor Annuity Payments as well as Lump Sum or monthly payments of 60, 120 or 180 months based on a 7% interest rate assumption.

**Death Benefit:**

Beneficiary receives lump sum payment similar to the Retirement or Early Termination Benefit.

**AMERICA'S FAMILY  
DEFINED BENEFIT PLAN**

**Financial Statements and  
Supplemental Information**

**December 31, 2020 and 2019**

**(With Independent Auditors' Report Thereon)**

AMERICA'S FAMILY  
DEFINED BENEFIT PLAN

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* * * * *

## INDEPENDENT AUDITORS' REPORT

The Trustees  
America's Family Defined Benefit Plan:

### Report on the Financial Statements

We have audited the accompanying financial statements of America's Family Defined Benefit Plan (the Plan), which comprise the statements of net assets available for benefits as of December 31, 2020 and 2019, the related statements of changes in net assets available for benefits for the years then ended, the statement of accumulated plan benefits as of December 31, 2019, and the related statement of changes in accumulated plan benefits for the year then ended, and the related notes to financial statements.

### Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Plan's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Plan's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

## Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, information regarding the Plan's net assets available for benefits as of December 31, 2020 and 2019, and changes therein for the years then ended, its financial status as of December 31, 2019 and changes therein for the year then ended, in accordance with accounting principles generally accepted in the United States of America.

## Report on Supplemental Information

Our audits were conducted for the purpose of forming an opinion on the financial statements as a whole. The supplemental schedules of Operating Expenses and Assets (Held at End of Year), together referred to as "supplemental information," are presented for the purpose of additional analysis and are not a required part of the financial statements. The Schedule of Assets (Held at End of Year) is required by the Department of Labor's Rules and Regulations for Reporting and Disclosure under the Employee Retirement Income Security Act of 1974. Such information is the responsibility of the Plan's management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audits of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

EFPR Group, CPAs, PLLC

Williamsville, New York  
October 13, 2021

AMERICA'S FAMILY  
DEFINED BENEFIT PLAN  
Statements of Net Assets Available for Benefits  
December 31, 2020 and 2019

	<u>2020</u>	<u>2019</u>
Assets:		
Investments:		
At fair value:		
Cash equivalents	\$ 28,741	959,943
Exchange-traded funds	201,652	2,071,856
Mutual funds	503,792	4,986,532
Limited partnership	19,212	19,212
	<u>753,397</u>	<u>8,037,543</u>
At contract value - investment contract with insurance company	<u>6,113,100</u>	<u>6,223,360</u>
Total investments	<u>6,866,497</u>	<u>14,260,903</u>
Receivables:		
Employer contributions	49,027	51,659
Due from America's Family Health and Welfare Fund	11,608	25,906
Due from America's Family 401(k) Benefit Trust Fund	172,866	213,504
Total receivables	<u>233,501</u>	<u>291,069</u>
Cash	652,551	652,519
Prepaid expenses	17,617	17,116
Equipment and leasehold improvements, less accumulated depreciation and amortization	<u>8,207</u>	<u>10,758</u>
Total assets	7,778,373	15,232,365
Liabilities - accounts payable and accrued expenses	<u>19,182</u>	<u>12,047</u>
Net assets available for benefits	<u>\$ 7,759,191</u>	<u>15,220,318</u>

See accompanying notes to financial statements.

AMERICA'S FAMILY  
DEFINED BENEFIT PLAN  
Statements of Changes in Net Assets Available for Benefits  
Years ended December 31, 2020 and 2019

	<u>2020</u>	<u>2019</u>
Additions to net assets attributed to:		
Investment income:		
Net appreciation (depreciation) in fair value of investments	\$ (80,426)	1,650,042
Interest	277,039	320,891
Dividends	86,149	267,693
Total investment income	<u>282,762</u>	<u>2,238,626</u>
Less investment fees	<u>(20,279)</u>	<u>(48,223)</u>
Net investment income	262,483	2,190,403
Employer contributions	939,286	1,184,903
Other income	3,522	4,666
Total additions to net assets	<u>1,205,291</u>	<u>3,379,972</u>
Deductions from net assets attributed to:		
Benefit costs - monthly retirement and disability	8,156,087	7,939,264
Operating expenses	510,331	533,007
Total deductions from net assets	<u>8,666,418</u>	<u>8,472,271</u>
Net change	(7,461,127)	(5,092,299)
Net assets available for benefits:		
Beginning of year	<u>15,220,318</u>	<u>20,312,617</u>
End of year	<u>\$ 7,759,191</u>	<u>15,220,318</u>

See accompanying notes to financial statements.

AMERICA'S FAMILY  
DEFINED BENEFIT PLAN  
Statement of Accumulated Plan Benefits  
December 31, 2020

Actuarial present value of accumulated Plan benefits:

Vested benefits:

Participants currently receiving payments	\$ 62,267,801
Other participants	<u>39,071,746</u>
Total vested benefits	101,339,547

Nonvested benefits	<u>65,751</u>
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Total actuarial present value of accumulated Plan benefits	<u>\$ 101,405,298</u>
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Calculations of the present value of accumulated Plan benefits were made as of December 31, 2019.

See accompanying notes to financial statements.

AMERICA'S FAMILY  
DEFINED BENEFIT PLAN  
Statement of Changes in Accumulated Plan Benefits  
Year ended December 31, 2020

Actuarial present value of accumulated Plan benefits at beginning of year	\$ 100,527,946
Increase (decrease) during the year attributable to:	
Benefits accumulated, actuarial gains and data correction	1,508,941
Adjustment of interest due to the decrease in the discount period	7,307,675
Benefits paid	<u>(7,939,264)</u>
Net increase	<u>877,352</u>
Actuarial present value of accumulated Plan benefits at end of year	<u>\$ 101,405,298</u>

Calculations of the present value of accumulated Plan benefits were made as of December 31, 2019.

See accompanying notes to financial statements.

AMERICA'S FAMILY  
DEFINED BENEFIT PLAN  
Notes to Financial Statements  
December 31, 2020 and 2019

(1) Description of Plan

The following description of America's Family Defined Benefit Plan (the Plan) provides only general information. Participants should refer to the Plan document for a more complete description of the Plan's provisions.

(a) General

The Plan is a multi-employer defined benefit plan covering members of Amalgamated Local Union No. 55, International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (the Union) who are employed by Western New York employers contributing to the Plan under terms of the collective bargaining agreements with the Union. It is subject to the provisions of the Employee Retirement Income Security Act of 1974 (ERISA).

As of December 31, 2014, the Plan was amended as a result of a merger of the Plan with the Employees Retirement Plan of Agway Widewaters Corporation, which was terminated and all of the funds and participants were transferred into the Plan.

(b) Contributions

Contributions from employers are accrued based upon hours worked during the year by eligible employees.

(c) Funding Policy

The Plan is funded by contributions from participating employers who have collective bargaining agreements with the Union. The employers contribute an amount per week credited to each participant in accordance with the respective collective bargaining agreement. This is referred to as the unit credit (accrued benefit) funding method. The Plan did not meet the minimum funding requirements of ERISA for the years ended December 31, 2020 and 2019.

(d) Vesting

The Plan vesting schedule for all participants who have vesting service on or after January 1, 2008 is as follows:

<u>Years of vesting service</u>	<u>Vested percentage</u>
Less than 3 years	0%
3 years or more	100%

(e) Pension Benefits

Upon termination of employment, incurring a total and permanent disability, or retirement at age 65 or over with at least six years of future credited service, the Plan provides for payment of a full retirement benefit based on a negotiated formula. Death benefits are provided in an amount equal to the lump-sum benefit the employee would have received had the participant lived and terminated his or her employment.

AMERICA'S FAMILY  
DEFINED BENEFIT PLAN

Notes to Financial Statements, Continued

(1) Description of Plan, Continued

(e) Pension Benefits, Continued

Upon termination of employment, retirement or death of the employee, the Plan provides for payments of accrued benefits to eligible participants in accordance with Plan calculations.

Benefits take the form of immediate lump-sum payments or deferred five, ten or fifteen year installment payments, single life annuity, pre-retirement survivor annuity, or a joint and survivor annuity, depending on the circumstances of termination and the wishes of the participant claiming benefits. Because the Plan actuary has certified that the Plan is in critical status, only lump-sum payments less than \$1,000 are permitted (see note 12).

(2) Summary of Significant Accounting Policies

The following are significant accounting policies followed by the Plan:

(a) Basis of Accounting

The accompanying financial statements are prepared on the accrual basis of accounting.

(b) Use of Estimates

The preparation of financial statements in accordance with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities, and changes therein; disclosure of contingent assets and liabilities; and the actuarial present value of accumulated plan benefits at the date of the financial statements, and changes therein. Actual results may differ from those estimates.

(c) Concentrations of Credit Risk

Financial instruments that potentially subject the Plan to concentrations of credit risk consist principally of cash and cash equivalent accounts in financial institutions.

(d) Investment Valuation and Income Recognition

Investments are stated at fair value. Fair value is the price that would be received from the sale of an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The Plan's Investment Committee determines the Plan's valuation policies utilizing information provided by its investment advisers, custodians and insurance company. See note 5 for a discussion of fair value measurements.

Purchases and sales of investments are recorded on a trade-date basis. Interest income is recorded on the accrual basis. Dividends are recorded on the ex-dividend date. Net appreciation or depreciation includes both the Plan's gains and losses on investments bought and sold as well as held during the year.

AMERICA'S FAMILY  
DEFINED BENEFIT PLAN

Notes to Financial Statements, Continued

(2) Summary of Significant Accounting Policies, Continued

(e) Equipment and Leasehold Improvements

Equipment and leasehold improvements are stated at cost. Depreciation of equipment and amortization of leasehold improvements are provided on a straight-line basis over the estimated useful lives of the respective assets.

(f) Payment of Benefits

Benefit payments to participants are recorded upon distribution.

(g) Subsequent Events

The Plan has evaluated subsequent events through the date of the report which is the date the financial statements were available to be issued.

(3) Actuarial Present Value of Accumulated Plan Benefits

Accumulated plan benefits are those future periodic payments, including lump-sum distributions, that are attributable under the Plan's provisions to the service employees have rendered. Accumulated plan benefits include benefits expected to be paid to (a) retired or terminated employees or their beneficiaries, (b) beneficiaries of employees who have died, and (c) present employees or their beneficiaries. Benefits under the plan are accumulated based on employees' credited service. The accumulated plan benefits for active employees are based on their accumulated credited service as of the date which the benefit information is presented (the valuation date). Benefits payable under all circumstances - retirement, death, disability, and termination of employment - are included, to the extent they are deemed attributable to employee service rendered to the valuation date.

The actuarial present value of accumulated plan benefits is determined by an independent actuary and is that amount that results from applying actuarial assumptions to adjust the accumulated plan benefits to reflect the time value of money (through discounts for interest) and the probability of payment (by means of decrements such as for death, disability, withdrawal, or retirement) between the valuation date and the expected date of payment. The significant actuarial assumptions used in the valuations as of December 31, 2019 and 2018 were (a) life expectancy of participants (UP84 set forward 1 year for males and set back 4 years for females), (b) retirement age assumptions (the assumed average retirement age was 65 and 6 years of participation), (c) turnover assumptions (the turnover was based on the special table furnished by the Social Security Department of the UAW International), and (d) investment return (the valuation includes an assumed rate of return of 7.5%).

AMERICA'S FAMILY  
DEFINED BENEFIT PLAN

Notes to Financial Statements, Continued

(3) Actuarial Present Value of Accumulated Plan Benefits, Continued

The foregoing actuarial assumptions are based on the presumption that the Plan will continue. Were the Plan to terminate, different actuarial assumptions and other factors might be applicable in determining the actuarial present value of accumulated plan benefits. The computations of the actuarial present value of accumulated plan benefits were made as of January 1, 2020 and 2019. Had the valuations been performed as of December 31, there would be no material differences.

(4) Plan Termination

In the event that the Plan terminates, the net assets of the Plan will be allocated, as prescribed by ERISA and its related regulations, generally to provide the following benefits in the order indicated:

- (a) Benefits attributable to employee contributions, taking into account those paid out before termination.
- (b) Annuity benefits that former employees or their beneficiaries have been receiving for at least three years, or that employees eligible to retire for that three-year period would have been receiving if they had retired with benefits in the normal form of annuity under the Plan. The priority amount is limited to the lowest benefit that was payable (or would have been payable) during those three years. The amount is further limited to the lowest benefit that would be payable under Plan provisions in effect at any time during the five years preceding Plan termination.
- (c) Other vested benefits insured by the Pension Benefit Guaranty Corporation (PBGC) (a U.S. Government agency) up to the applicable limitations.
- (d) All other vested benefits (that is, vested benefits not insured by the PBGC).
- (e) All nonvested benefits.

Certain benefits under the Plan are insured by the PBGC if the Plan terminates. Generally, the PBGC guarantees most vested normal age retirement benefits, early retirement benefits, and certain disability and survivor's pensions. However, the PBGC does not guarantee all types of benefits under the Plan, and the amount of benefit protection is subject to certain limitations. Vested benefits under the Plan are guaranteed at the level in effect on the date of the Plan's termination.

Whether all participants receive their benefits should the Plan terminate at some future time will depend on the sufficiency, at that time, of the Plan's net assets to provide for accumulated benefit obligations and may also depend on the financial condition of the Plan sponsors and the level of benefits guaranteed by the PBGC.

AMERICA'S FAMILY  
DEFINED BENEFIT PLAN

Notes to Financial Statements, Continued

(5) Investments

Fair Value Measurements

The framework for measuring fair value provides a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to unobservable inputs (Level 3 measurements). The three levels of the fair value hierarchy under FASB ASC 820 are described below:

- Level 1 - Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets that the Plan has the ability to access.
- Level 2 - Inputs to the valuation methodology include:
  - Quoted prices for similar assets or liabilities in active markets;
  - Quoted prices for identical or similar assets or liabilities in inactive markets;
  - Inputs other than quoted prices that are observable for the asset or liability; and
  - Inputs that are derived principally from or corroborated by observable market data by correlation or other means.

If the asset or liability has a specified (contractual) term, the Level 2 input must be observable for substantially the full term of the asset or liability.

- Level 3 - Inputs to the valuation methodology are unobservable and significant to the fair value measurement.

The asset or liability's fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs.

Following is a description of the valuation methodologies used for assets measured at fair value. There have been no changes in the methodologies used at December 31, 2020 and 2019.

- Cash equivalents - Valued at the daily closing price as reported by the Plan.
- Mutual funds and exchange-traded funds - Valued at the net asset value (NAV) of shares held by the Plan at year-end and deemed to be actively traded.
- Limited partnerships - Valued at partnership's assets on the applicable valuation date.

AMERICA'S FAMILY  
DEFINED BENEFIT PLAN

Notes to Financial Statements, Continued

(5) Investments, Continued

Fair Value Measurements, Continued

The following tables set forth by level, within the fair value hierarchy, the Plan's assets at fair value as of December 31, 2020 and 2019:

<u>Assets at Fair Value as of December 31, 2020</u>				
	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Cash equivalents	\$ 28,741	-	-	28,741
Exchange-traded funds	201,652	-	-	201,652
Mutual funds	503,792	-	-	503,792
Limited partnerships	-	-	19,212	19,212
Total	\$ <u>734,185</u>	<u>-</u>	<u>19,212</u>	<u>753,397</u>

<u>Assets at Fair Value as of December 31, 2019</u>				
	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Cash equivalents	\$ 959,943	-	-	959,943
Exchange-traded funds	2,071,856	-	-	2,071,856
Mutual funds	4,986,532	-	-	4,986,532
Limited partnerships	-	-	19,212	19,212
Total	\$ <u>8,018,331</u>	<u>-</u>	<u>19,212</u>	<u>8,037,543</u>

Management evaluated the significance of transfers between fair value levels based upon the nature of the financial instrument and size of the transfer relative to total assets available for benefits. The Plan's policy is to recognize transfers as of the actual date of the event or change in circumstances that caused the transfer. During the years ended December 31, 2020 and 2019, there were no transfers in or out of Level 3 investments.

Financial Instruments

During the years ended December 31, 2020 and 2019, the Plan's investments (including investments bought and sold, as well as held during the years) appreciated (depreciated) in value by \$(80,426) and \$1,650,042, respectively.

AMERICA'S FAMILY  
DEFINED BENEFIT PLAN

Notes to Financial Statements, Continued

(6) Investment Contract with Insurance Company

In connection with the merger of Clearing-Niagara, Inc. Union Pension Plan on September 30, 2002, the Plan entered into a guaranteed return investment contract (fixed dollar account) with The Prudential Insurance Company of America (Prudential). Prudential maintains the contributions in a general account. The account is credited with earnings on the underlying investments and charged for withdrawals and administrative expenses. The contract is included in the financial statements at contract value as reported to the Plan by Prudential. Contract value represents contributions made under the contract, plus earnings, less participant withdrawals and administrative expenses. The crediting interest rates were 4.56% and 4.65% at December 31, 2020 and 2019, respectively. The balance in this account amounted to \$6,113,100 and \$6,223,360 at December 31, 2020 and 2019, respectively.

(7) Equipment and Leasehold Improvements

Equipment and leasehold improvements consisted of the following at December 31, 2020 and 2019:

	<u>2020</u>	<u>2019</u>
Office equipment	\$ 575,505	573,780
Leasehold improvements	<u>3,082</u>	<u>3,082</u>
	578,587	576,862
Less accumulated depreciation and amortization	<u>(570,380)</u>	<u>(566,104)</u>
Net equipment and leasehold improvements	\$ <u>8,207</u>	<u>10,758</u>

Depreciation and amortization expense totaled \$4,276 and \$4,176 for the years ended December 31, 2020 and 2019, respectively.

(8) Related Party Transactions

Related party transactions as of and for the years ended December 31, 2020 and 2019 were as follows:

- (a) The Plan administrator and trustees of the Plan also perform similar functions for America's Family Health and Welfare Fund and America's Family 401(k) Benefit Trust Fund. In accordance with an informal agreement and as specifically discussed at trustees' meetings, the funds share various operating expenses such as salaries, rent, utilities, office and employee related expenses. In addition, each fund pays a proportionate share of the equipment purchases and leasehold improvements, which is then recorded as its cost. The amount due from America's Family Health and Welfare Fund for operating expenses and shared equipment amounted to \$11,608 and \$25,906 at December 31, 2020 and 2019, respectively. The total amount due from America's Family 401(k) Benefit Trust Fund for shared equipment, expenses and interest amounted to \$172,866 and \$213,504 at December 31, 2020 and 2019, respectively.

AMERICA'S FAMILY  
DEFINED BENEFIT PLAN

Notes to Financial Statements, Continued

(8) Related Party Transactions, Continued

- (b) America's Family Defined Benefit Plan, America's Family Health and Welfare Fund, and America's Family 401(k) Benefit Trust Fund lease office space under an informal lease agreement requiring minimum monthly payments payable to Local 55, UAW, Inc. of \$5,000. The portion allocated to the Plan amounted to \$2,250 per month for the years ended December 31, 2020 and 2019. Rent expense, including the Plan's portion of utilities, amounted to \$27,054 and \$27,070 for the years ended December 31, 2020 and 2019, respectively.
- (c) The America's Family Split Dollar Life Insurance Plan (AFSDLIP) was adopted for the purpose of providing death benefits for the administrator. This plan is funded by America's Family Defined Benefit Plan, Health and Welfare Fund and 401(k) Benefit Trust Fund. In the event the administrator's participation in this plan terminates after his 60th birthday, the Plan agrees to waive all of its repayment rights with respect to its policy interest for premiums paid on behalf of the administrator. The Plan's contributions to the AFSDLIP amounted to \$11,250 for the years ended December 31, 2020 and 2019.

(9) Party-In-Interest Transactions

Plan investments, amounting to \$6,113,100 and \$6,223,360 at December 31, 2020 and 2019, respectively, were managed by Prudential, who is a custodian as defined by the Plan, and as such, any transactions with Prudential qualify as party-in-interest transactions. Fees paid to Prudential amounted to \$10,281 and \$24,961 for the years ended December 31, 2020 and 2019, respectively. Investment income on the Plan assets held at Prudential amounted to \$276,900 and \$315,776 for the years ended December 31, 2020 and 2019, respectively.

(10) Tax Status

The Plan obtained its latest determination letter in March 1994, in which the Internal Revenue Service (IRS) stated that the Plan, as then designed, was in compliance with the applicable requirements of the Internal Revenue Code (IRC). The Plan has been amended since receiving the determination letter. However, the Plan administrator and the Plan's legal counsel believe that the Plan is currently designed and being operated in compliance with the applicable requirements of the IRC. Therefore, no provision for income taxes has been included in the Plan's financial statements.

Accounting principles generally accepted in the United States of America require Plan management to evaluate tax positions taken by the Plan and recognize a tax liability if the Plan has taken an uncertain position that more likely than not would be sustained upon examination by the IRS. The Plan is subject to routine audits by taxing jurisdictions and the DOL; however, there are currently no audits for any tax periods in progress.

AMERICA'S FAMILY  
DEFINED BENEFIT PLAN

Notes to Financial Statements, Continued

(11) Risks and Uncertainties

The Plan invests in various investments, which are exposed to various risks, such as interest rate, market, and credit risks. Due to the level of risk associated with certain investments, it is at least reasonably possible that changes in values of investments will occur in the near term and that such changes could materially affect the amounts reported in the statements of net assets available for benefits.

Plan contributions are made, and the actuarial present value of accumulated Plan benefits are reported based on certain assumptions pertaining to interest rates, inflation rates and employee demographics, all of which are subject to change. Due to uncertainties inherent in the estimations and assumptions process, it is at least reasonably possible that changes in these estimates and assumptions in the near term would be material to the financial statements.

The United States is presently in the midst of a national health emergency related to the COVID-19 virus. The overall consequences on a national, regional and local level are unknown, but have the potential to result in a significant economic impact. The impact of this situation on the Plan and its future results and financial position is not presently determinable.

(12) Critical Status Certification

On March 28, 2008, the Plan actuary certified to the U.S. Department of the Treasury, and also to the Plan sponsors, that the Plan was in critical status for the year beginning January 1, 2008. In addition, since April 30, 2009 the Plan was certified to be in Critical and Declining status for each year from January 1, 2009 through January 1, 2020. This is because the Plan's actuary projected a deficiency in the funding standard account in the current year (and thereafter). The funding standard account is used to keep track of the contributions to the Plan compared to the minimum contributions required by the IRC. As a result of this certification, effective April 25, 2008, the Plan is not permitted to pay lump-sum benefits (or any other payment in excess of the monthly amount paid under a single life annuity) while it is in critical status. In addition, the law requires that contributing employers pay a surcharge to help correct the Plan's financial situation. A 5% surcharge is applicable in the initial critical year and a 10% surcharge is applicable to each succeeding Plan year, thereafter, in which the Plan is in critical status. Effective November 28, 2008, the Board of Trustees adopted a rehabilitation plan with regard to the above issues that is a combination of benefit changes and increased contribution rates. The Board is also exploring other options that could bring the Plan out of critical status in a very short period of time.

AMERICA'S FAMILY  
DEFINED BENEFIT PLAN

Notes to Financial Statements, Continued

(13) Financial Condition

The accompanying financial statements have been prepared in conformity with accounting principles generally accepted in the United States of America, which contemplate the realization of assets, the satisfaction of liabilities in the normal course of business and the continuation of the Plan as a going concern. The Plan has suffered recurring losses for several years. The net decrease in net assets available for benefits for the years ended December 31, 2020 and 2019 amounted to \$7,461,127 and \$5,092,299, respectively. The Plan continues to be in Critical and declining status based on actuarial calculations (note 12).

On March 11, 2021, Congress enacted, and the President signed into law, the American Rescue Plan Act of 2021 (ARP Act), to address the immediate crisis facing severely underfunded multiemployer plans and solvency of PBGC, and to assist plans by providing funds to reinstate suspended benefits. Subsequently, the Plan applied for the "Special Financial Assistance Program for Financially Troubled Multiemployer Plans (SFA)." A plan receiving financial assistance under SFA have no obligation to repay the funds. The Plan Administrator has applied for financial assistance since it has been determined to be in critical and declining status in the most recently completed actuarial certification. As part of the application, the Plan sponsor filed a notice of insolvency on August 25, 2021. The program is designed to provide an amount to pay all benefits beginning on the date of payment of SFA through the plan year ending in 2051.

Management and the Trustees are exploring various alternatives and solutions. The accompanying financial statements do not include any adjustments that might result from this uncertainty.

AMERICA'S FAMILY  
DEFINED BENEFIT PLAN  
Operating Expenses  
Years ended December 31, 2020 and 2019

	<u>2020</u>	<u>2019</u>
Wages and benefits	\$ 156,572	160,667
Payroll taxes	10,185	10,368
Office supplies	24,954	25,419
Rent	27,054	27,070
Actuarial services	62,965	53,605
Computer consultant	22,970	29,466
Employee benefit contributions	38,435	37,170
Depreciation and amortization	4,276	4,176
Legal and professional fees	13,600	33,863
Accounting fees	20,885	20,867
Maintenance and repairs	2,768	2,659
Business meetings	31	110
Pension benefit guaranty premiums	98,490	97,701
Auto expenses	4,952	5,767
Insurance	20,633	22,179
Telephone and internet	1,561	1,920
	<u>\$ 510,331</u>	<u>533,007</u>

AMERICA'S FAMILY DEFINED BENEFIT PLAN  
U.S. Form 5500 - Schedule H, Line 4i - Schedule of Assets (Held at End of Year)  
EIN: 16-0840561  
Plan Number: 501  
December 31, 2020

(a)	(b) Identify of issue, borrower, lessor or similar party	(c) Description of investment, including maturity date, rate of interest, collateral, par or maturity value	(d) Cost	(e) Current value
	Cash equivalents:			
	TD Ameritrade	FDIC insured deposit account	\$ 17	17
	TD Ameritrade - Agway	FDIC insured deposit account	<u>28,724</u>	<u>28,724</u>
	Total cash equivalents		<u>28,741</u>	<u>28,741</u>
	Exchange-traded funds:			
	iShares Russell 1000 ETF	Exchange-traded fund	13,845	20,548
	iShares Core S&P US GWT ETF	Exchange-traded fund	20,775	33,880
	iShares Core S&P SCP ETF	Exchange-traded fund	27,850	34,738
	SPDR S&P Mid Cap S&P ETF	Exchange-traded fund	34,249	41,572
	Vanguard Developing Markets ETF	Exchange-traded fund	14,983	16,854
	Vanguard Value ETF	Exchange-traded fund	30,169	33,428
	Vanguard Total Stock Market ETF	Exchange-traded fund	<u>16,166</u>	<u>20,632</u>
	Total exchange-traded funds		<u>158,037</u>	<u>201,652</u>
	Limited partnership - Consolidated Capital	Common share	<u>19,212</u>	<u>19,212</u>
	Investment contract with insurance company -			
*	The Prudential Insurance Company of America		<u>6,113,100</u>	<u>6,113,100</u>

(Continued)

## AMERICA'S FAMILY DEFINED BENEFIT PLAN

U.S. Form 5500 - Schedule H, Line 4i - Schedule of Assets (Held at End of Year), Continued

(a)	(b) Identify of issue, borrower, lessor or similar party	(c) Description of investment, including maturity date, rate of interest, collateral, par or maturity value	(d) Cost	(e) Current value
Mutual funds:				
	American Century Emerging Markets	Mutual fund	\$ 12,294	17,826
	Baird Funds Core Plus Bond	Mutual fund	35,735	39,857
	Columbia Funds Small Cap Index	Mutual fund	21,763	21,229
	Columbia Funds Mid Cap Index	Mutual fund	28,749	33,131
	DFA Large Cap	Mutual fund	14,452	17,053
	DFA Large Cap Value	Mutual fund	72,096	78,628
	Dodge & Cox Funds	Mutual fund	21,559	31,412
	Fidelity Investments Contrafund	Mutual fund	74,895	79,578
	JP Morgan Funds Emerging Markets Equity	Mutual fund	13,185	17,757
	JP Morgan Core Plus Bond	Mutual fund	72,661	79,183
	Principal Mid-Cap S&P 500 Index	Mutual fund	18,523	21,195
	Principal Funds Small Cap S&P 600 Index	Mutual fund	23,110	33,618
	T. Rowe Price Total Equity Market Index	Mutual fund	33,424	33,325
	Total mutual funds		<u>442,446</u>	<u>503,792</u>
	Total investments		<u>\$ 6,761,536</u>	<u>6,866,497</u>

**SCHEDULE MB  
(Form 5500)**

Department of the Treasury  
Internal Revenue Service

Department of Labor  
Employee Benefits Security Administration  
Pension Benefit Guaranty Corporation

**Multiemployer Defined Benefit Plan and Certain  
Money Purchase Plan Actuarial Information**

This schedule is required to be filed under section 104 of the Employee Retirement Income Security Act of 1974 (ERISA) and section 6059 of the Internal Revenue Code (the Code).

▶ **File as an attachment to Form 5500 or 5500-SF.**

OMB No. 1210-0110

**2020**

**This Form is Open to Public  
Inspection**

For calendar plan year 2020 or fiscal plan year beginning 01/01/2020 and ending 12/31/2020

▶ **Round off amounts to nearest dollar.**

▶ **Caution:** A penalty of \$1,000 will be assessed for late filing of this report unless reasonable cause is established.

<b>A</b> Name of plan AMERICAS FAMILY DEFINED BENEFIT PLAN	<b>B</b> Three-digit plan number (PN) ▶ 001
<b>C</b> Plan sponsor's name as shown on line 2a of Form 5500 or 5500-SF AMERICAS FAMILY BENEFIT PLANS	<b>D</b> Employer Identification Number (EIN) 16-6103576

**E** Type of plan: (1)  Multiemployer Defined Benefit (2)  Money Purchase (see instructions)

**1a** Enter the valuation date: Month 01 Day 01 Year 2020

**b** Assets

(1) Current value of assets .....	<b>1b(1)</b>	15220318
(2) Actuarial value of assets for funding standard account .....	<b>1b(2)</b>	15220318
<b>c</b> (1) Accrued liability for plan using immediate gain methods .....	<b>1c(1)</b>	101339577
(2) Information for plans using spread gain methods:		
(a) Unfunded liability for methods with bases .....	<b>1c(2)(a)</b>	
(b) Accrued liability under entry age normal method .....	<b>1c(2)(b)</b>	
(c) Normal cost under entry age normal method .....	<b>1c(2)(c)</b>	
(3) Accrued liability under unit credit cost method .....	<b>1c(3)</b>	101339577
<b>d</b> Information on current liabilities of the plan:		
(1) Amount excluded from current liability attributable to pre-participation service (see instructions) .....	<b>1d(1)</b>	
(2) "RPA '94" information:		
(a) Current liability .....	<b>1d(2)(a)</b>	195920349
(b) Expected increase in current liability due to benefits accruing during the plan year .....	<b>1d(2)(b)</b>	1602414
(c) Expected release from "RPA '94" current liability for the plan year .....	<b>1d(2)(c)</b>	8603000
(3) Expected plan disbursements for the plan year .....	<b>1d(3)</b>	9136007

**Statement by Enrolled Actuary**

To the best of my knowledge, the information supplied in this schedule and accompanying schedules, statements and attachments, if any, is complete and accurate. Each prescribed assumption was applied in accordance with applicable law and regulations. In my opinion, each other assumption is reasonable (taking into account the experience of the plan and reasonable expectations) and such other assumptions, in combination, offer my best estimate of anticipated experience under the plan.

**SIGN  
HERE**

Signature of actuary

PHILIP D. STASHIN

Type or print name of actuary

FEDERATION PENSION BUREAU, INC.

Firm name

2870 HEMPSTEAD TURNPIKE, SUITE 102, LEVITTOWN, NY 11756

Address of the firm

Date

20-02485

Most recent enrollment number

212-643-0100

Telephone number (including area code)

If the actuary has not fully reflected any regulation or ruling promulgated under the statute in completing this schedule, check the box and see instructions

For Paperwork Reduction Act Notice, see the Instructions for Form 5500 or 5500-SF.

Schedule MB (Form 5500) 2020  
v. 200204

**2** Operational information as of beginning of this plan year:

<b>a</b> Current value of assets (see instructions)	<b>2a</b>	15220318
<b>b</b> "RPA '94" current liability/participant count breakdown:	<b>(1) Number of participants</b>	<b>(2) Current liability</b>
(1) For retired participants and beneficiaries receiving payment .....	1320	104977188
(2) For terminated vested participants .....	1789	71511814
(3) For active participants:		
<b>(a)</b> Non-vested benefits.....		235933
<b>(b)</b> Vested benefits.....		19195414
<b>(c)</b> Total active .....	249	19431347
<b>(4)</b> Total .....	3358	195920349
<b>c</b> If the percentage resulting from dividing line 2a by line 2b(4), column (2), is less than 70%, enter such percentage .....	<b>2c</b>	7.77%

**3** Contributions made to the plan for the plan year by employer(s) and employees:

(a) Date (MM-DD-YYYY)	(b) Amount paid by employer(s)	(c) Amount paid by employees	(a) Date (MM-DD-YYYY)	(b) Amount paid by employer(s)	(c) Amount paid by employees
07/01/2020	1184903				
			<b>Totals ▶</b>	<b>3(b)</b>	<b>3(c)</b>
				1184903	0

**4** Information on plan status:

<b>a</b> Funded percentage for monitoring plan's status (line 1b(2) divided by line 1c(3)) .....	<b>4a</b>	15.0%
<b>b</b> Enter code to indicate plan's status (see instructions for attachment of supporting evidence of plan's status). If entered code is "N," go to line 5 .....	<b>4b</b>	D
<b>c</b> Is the plan making the scheduled progress under any applicable funding improvement or rehabilitation plan? .....		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>d</b> If the plan is in critical status or critical and declining status, were any benefits reduced (see instructions)? .....		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>e</b> If line d is "Yes," enter the reduction in liability resulting from the reduction in benefits (see instructions), measured as of the valuation date .....	<b>4e</b>	
<b>f</b> If the rehabilitation plan projects emergence from critical status or critical and declining status, enter the plan year in which it is projected to emerge. If the rehabilitation plan is based on forestalling possible insolvency, enter the plan year in which insolvency is expected and check here .....	<b>4f</b>	<input type="checkbox"/>

**5** Actuarial cost method used as the basis for this plan year's funding standard account computations (check all that apply):

- a**  Attained age normal
- b**  Entry age normal
- c**  Accrued benefit (unit credit)
- d**  Aggregate
- e**  Frozen initial liability
- f**  Individual level premium
- g**  Individual aggregate
- h**  Shortfall
- i**  Other (specify):

<b>j</b> If box h is checked, enter period of use of shortfall method .....	<b>5j</b>	
<b>k</b> Has a change been made in funding method for this plan year? .....		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>l</b> If line k is "Yes," was the change made pursuant to Revenue Procedure 2000-40 or other automatic approval? .....		<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>m</b> If line k is "Yes," and line l is "No," enter the date (MM-DD-YYYY) of the ruling letter (individual or class) approving the change in funding method .....	<b>5m</b>	

**6 Checklist of certain actuarial assumptions:**

<b>a</b> Interest rate for "RPA '94" current liability.....			<b>6a</b>	2.95%	
<b>b</b> Rates specified in insurance or annuity contracts.....	Pre-retirement		Post-retirement		
	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A		<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A		
<b>c</b> Mortality table code for valuation purposes:					
(1) Males .....	<b>6c(1)</b>	4+1	4+1		
(2) Females .....	<b>6c(2)</b>	4-4	4-4		
<b>d</b> Valuation liability interest rate .....	<b>6d</b>	7.50%	7.50%		
<b>e</b> Expense loading .....	<b>6e</b>	55.8%	<input type="checkbox"/> N/A	%	<input type="checkbox"/> N/A
<b>f</b> Salary scale.....	<b>6f</b>	%	<input type="checkbox"/> N/A		
<b>g</b> Estimated investment return on actuarial value of assets for year ending on the valuation date.....			<b>6g</b>	13.2%	
<b>h</b> Estimated investment return on current value of assets for year ending on the valuation date .....			<b>6h</b>	13.2%	

**7 New amortization bases established in the current plan year:**

(1) Type of base	(2) Initial balance	(3) Amortization Charge/Credit
1	108361	11419

**8 Miscellaneous information:**

<b>a</b> If a waiver of a funding deficiency has been approved for this plan year, enter the date (MM-DD-YYYY) of the ruling letter granting the approval.....	<b>8a</b>	
<b>b(1)</b> Is the plan required to provide a projection of expected benefit payments? (See the instructions.) If "Yes," attach a schedule.....		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>b(2)</b> Is the plan required to provide a Schedule of Active Participant Data? (See the instructions.) If "Yes," attach a schedule.....		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>c</b> Are any of the plan's amortization bases operating under an extension of time under section 412(e) (as in effect prior to 2008) or section 431(d) of the Code?.....		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>d</b> If line c is "Yes," provide the following additional information:		
(1) Was an extension granted automatic approval under section 431(d)(1) of the Code?.....		<input type="checkbox"/> Yes <input type="checkbox"/> No
(2) If line 8d(1) is "Yes," enter the number of years by which the amortization period was extended .....	<b>8d(2)</b>	
(3) Was an extension approved by the Internal Revenue Service under section 412(e) (as in effect prior to 2008) or 431(d)(2) of the Code?.....		<input type="checkbox"/> Yes <input type="checkbox"/> No
(4) If line 8d(3) is "Yes," enter number of years by which the amortization period was extended (not including the number of years in line (2)).....	<b>8d(4)</b>	
(5) If line 8d(3) is "Yes," enter the date of the ruling letter approving the extension .....	<b>8d(5)</b>	
(6) If line 8d(3) is "Yes," is the amortization base eligible for amortization using interest rates applicable under section 6621(b) of the Code for years beginning after 2007? .....		<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>e</b> If box 5h is checked or line 8c is "Yes," enter the difference between the minimum required contribution for the year and the minimum that would have been required without using the shortfall method or extending the amortization base(s) .....	<b>8e</b>	

**9 Funding standard account statement for this plan year:**

**Charges to funding standard account:**

<b>a</b> Prior year funding deficiency, if any .....	<b>9a</b>	65603873
<b>b</b> Employer's normal cost for plan year as of valuation date.....	<b>9b</b>	955999
<b>c</b> Amortization charges as of valuation date:	Outstanding balance	
(1) All bases except funding waivers and certain bases for which the amortization period has been extended.....	<b>9c(1)</b>	31813522
(2) Funding waivers .....	<b>9c(2)</b>	
(3) Certain bases for which the amortization period has been extended .....	<b>9c(3)</b>	
<b>d</b> Interest as applicable on lines 9a, 9b, and 9c.....	<b>9d</b>	5407358
<b>e</b> Total charges. Add lines 9a through 9d.....	<b>9e</b>	77771962

**Credits to funding standard account:**

<b>f</b> Prior year credit balance, if any.....	<b>9f</b>		
<b>g</b> Employer contributions. Total from column (b) of line 3.....	<b>9g</b>		1184903
		Outstanding balance	
<b>h</b> Amortization credits as of valuation date.....	<b>9h</b>	11298122	2362900
<b>i</b> Interest as applicable to end of plan year on lines 9f, 9g, and 9h.....	<b>9i</b>		221651
<b>j</b> Full funding limitation (FFL) and credits:			
(1) ERISA FFL (accrued liability FFL).....	<b>9j(1)</b>	93585914	
(2) "RPA '94" override (90% current liability FFL).....	<b>9j(2)</b>	167780719	
(3) FFL credit.....	<b>9j(3)</b>		
<b>k</b> (1) Waived funding deficiency.....			
(2) Other credits.....	<b>9k(2)</b>		
<b>l</b> Total credits. Add lines 9f through 9i, 9j(3), 9k(1), and 9k(2).....	<b>9l</b>		3769454
<b>m</b> Credit balance: If line 9l is greater than line 9e, enter the difference.....	<b>9m</b>		
<b>n</b> Funding deficiency: If line 9e is greater than line 9l, enter the difference.....	<b>9n</b>		74002508

**9 o** Current year's accumulated reconciliation account:

(1) Due to waived funding deficiency accumulated prior to the 2020 plan year.....	<b>9o(1)</b>		
(2) Due to amortization bases extended and amortized using the interest rate under section 6621(b) of the Code:			
(a) Reconciliation outstanding balance as of valuation date.....	<b>9o(2)(a)</b>		
(b) Reconciliation amount (line 9c(3) balance minus line 9o(2)(a)).....	<b>9o(2)(b)</b>		0
(3) Total as of valuation date.....	<b>9o(3)</b>		0
<b>10</b> Contribution necessary to avoid an accumulated funding deficiency. (See instructions.).....	<b>10</b>		74002508

**11** Has a change been made in the actuarial assumptions for the current plan year? If "Yes," see instructions.....  Yes  No

**Schedule MB, line 4a**  
**Illustration Supporting Actuarial Certification of Status**

Plan Name: America's Family Defined Benefit Plan                      EIN:16-6103576

Plan Sponsor: America's Family Defined Benefit Plan                      PN: 001

**Illustrate the details providing support for the actuarial certification of status.**

The plan has a funding deficiency

## SECTION 1

### SUMMARY OF PLAN PROVISIONS

#### Eligibility for Participation:

Upon completion of 1,000 hours of credit in 12 consecutive months.

#### Crediting Service:

Past Service Credit

period from date of hire to date of entry into the plan (up to 25 years). 16-2/3% of Past Service Credit for each year of Future Credit Service to a maximum of 100% for 6 or more years of Future Credited Service.

Future Service Credit

period from date of entry into the plan to date of termination.

#### Eligibility for Pension Benefits:

Normal Retirement

Age 65 and 6 years of future credited service.

Early Retirement

Age 62 and 6 years of future credited service.

#### Vesting:

graded from 50% for 1 year to 100% for 6 or more years of Future Service.

#### Retirement Benefits:

Past Service Benefit Calculations

Years of Past Service x Weekly Contribution Rate / 1.75 x Past Service Rate for Shop x Applicable Dollar Amount x Vesting Percentage.

Future Service Benefit Calculation

(Total Contributions / 65) x Applicable Dollar Amount x Vesting Percentage

Applicable Dollar Amount

\$180.00 (at age 65.)

Early or Deferred Retirement

If benefit is payable at early or deferred retirement age, it is the actuarial equivalent of the benefit payable at age 65.

SECTION 1

SUMMARY OF PLAN PROVISIONS (CONTINUED)

**Termination Benefit**

Prior to eligibility for Early Retirement

Vested Accrued Benefit using an Applicable Dollar amount of \$80.00 up to age 50 and increasing \$8.00/year up to \$120.00 at age 65 with less than 6 years of Future Service Credit. Suspended by Pension Protection Act.

After eligibility for Early Retirement

Accrued Benefit using an Applicable Dollar Amount of \$180.00.

**Form of Payment:**

Life Annuity and Joint and Survivor Annuity Payments as well as Lump Sum or monthly payments of 60, 120 or 180 months based on a 7% interest rate assumption.

**Death Benefit:**

Beneficiary receives lump sum payment similar to the Retirement or Early Termination Benefit.

**ACTIVE PARTICIPANTS AS OF 12/31/2019**

		YEARS OF CREDITED SERVICE							
		0-4	5-9	10-14	15-19	20-24	25-29	29+	TOTAL
A T T A I N E D  A G E	15-19	1	0	0	0	0	0	0	1
	20-24	11	1	0	0	0	0	0	12
	25-29	22	5	0	0	0	0	0	27
	30-34	14	10	0	0	0	0	0	24
	35-39	13	5	1	0	0	0	0	19
	40-44	11	5	1	2	3	0	0	22
	45-49	10	0	2	1	2	5	0	20
	50-54	5	4	2	3	2	10	2	28
	55-59	5	7	5	3	3	4	21	48
	60-64	4	3	3	2	3	3	26	44
	65+	0	1	0	0	0	2	1	4
<b>TOTAL</b>		<b>96</b>	<b>41</b>	<b>14</b>	<b>11</b>	<b>13</b>	<b>24</b>	<b>50</b>	<b>249 *</b>

Average Attained Age : 46.8

Average Years of Service : 14.8

* Excludes data that has no date of hire and those employees in frozen groups.

America's Family Defined Benefit Plan

Schedule of outstanding amorization bases as of January 1, 2020

A. Amortization Charges:

<u>Type of Base</u>	<u>Date Established</u>	<u>Outstanding Balance</u>	<u>Years Remain</u>	<u>Charge/Credit</u>
Plan Amendment	1/1/1994	71,256	4	19,792
Plan Amendment	1/1/1995	349,283	5	80,307
Plan Amendment	1/1/2000	70,523	10	9,557
Assumption Change	1/1/2002	259,205	12	31,172
Actuarial Loss	1/1/2006	475,966	1	475,966
Actuarial Loss	1/1/2007	678,802	2	351,668
Actuarial Loss	1/1/2008	239,256	3	85,583
Actuarial Loss	1/1/2009	5,755,339	4	1,598,472
Actuarial Loss	1/1/2013	5,942,250	8	943,723
Actuarial Loss	1/1/2015	3,167,494	10	429,264
Actuarial Loss	1/1/2016	7,935,230	11	1,009,047
Actuarial Loss	1/1/2017	1,680,515	12	202,096
Actuarial Loss	1/1/2019	5,080,042	14	556,666
Actuarial Loss	1/1/2020	108,361	15	11,419
		\$31,813,522		\$5,804,732

B. Amortization Credits

<u>Type of Base</u>	<u>Date Established</u>	<u>Outstanding Balance</u>	<u>Years Remain</u>	<u>Charge/Credit</u>
Funding Method Change	1/1/2008	1,265,227	3	452,584
Actuarial Gain	1/1/2010	2,014,798	5	463,244
Actuarial Gain	1/2/2011	3,113,806	6	617,098
Actuarial Gain	1/1/2012	3,884,615	7	682,248
Actuarial Gain	1/1/2014	988,632	9	144,172
Actuarial Gain	1/1/2018	31,044	13	3,554
		\$11,298,122		\$2,362,900

**SCHEDULE MB  
(Form 5500)**

Department of the Treasury  
Internal Revenue Service  
Department of Labor  
Employee Benefits Security Administration  
Pension Benefit Guaranty Corporation

**Multiemployer Defined Benefit Plan and Certain  
Money Purchase Plan Actuarial Information**

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▶ **File as an attachment to Form 5500 or 5500-SF.**

OMB No. 1210-0110

**2020**

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Inspection**

For calendar plan year 2020 or fiscal plan year beginning 01/01/2020 and ending 12/31/2020

▶ **Round off amounts to nearest dollar.**

▶ **Caution:** A penalty of \$1,000 will be assessed for late filing of this report unless reasonable cause is established.

<b>A</b> Name of plan AMERICAS FAMILY DEFINED BENEFIT PLAN	<b>B</b> Three-digit plan number (PN) ▶ 001
<b>C</b> Plan sponsor's name as shown on line 2a of Form 5500 or 5500-SF AMERICAS FAMILY BENEFIT PLANS	<b>D</b> Employer Identification Number (EIN) 16-6103576

**E** Type of plan: (1)  Multiemployer Defined Benefit (2)  Money Purchase (see instructions)

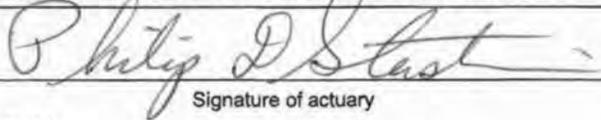
**1a** Enter the valuation date: Month 01 Day 01 Year 2020

**b** Assets

(1) Current value of assets.....	<b>1b(1)</b>	15220318
(2) Actuarial value of assets for funding standard account.....	<b>1b(2)</b>	15220318
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(a) Unfunded liability for methods with bases.....	<b>1c(2)(a)</b>	
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(c) Normal cost under entry age normal method.....	<b>1c(2)(c)</b>	
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(1) Amount excluded from current liability attributable to pre-participation service (see instructions).....	<b>1d(1)</b>	
(2) "RPA '94" information:		
(a) Current liability.....	<b>1d(2)(a)</b>	195920349
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(c) Expected release from "RPA '94" current liability for the plan year.....	<b>1d(2)(c)</b>	8603000
(3) Expected plan disbursements for the plan year.....	<b>1d(3)</b>	9136007

**Statement by Enrolled Actuary**

To the best of my knowledge, the information supplied in this schedule and accompanying schedules, statements and attachments, if any, is complete and accurate. Each prescribed assumption was applied in accordance with applicable law and regulations. In my opinion, each other assumption is reasonable (taking into account the experience of the plan and reasonable expectations) and such other assumptions, in combination, offer my best estimate of anticipated experience under the plan.

<b>SIGN HERE</b>		<u>October 4, 2021</u>
	Signature of actuary	Date
	PHILIP D. STASHIN	20-02485
	Type or print name of actuary	Most recent enrollment number
	FEDERATION PENSION BUREAU, INC.	212-643-0100
	Firm name	Telephone number (including area code)
	2870 HEMPSTEAD TURNPIKE, SUITE 102, LEVITTOWN, NY 11756	
	Address of the firm	

If the actuary has not fully reflected any regulation or ruling promulgated under the statute in completing this schedule, check the box and see instructions

For Paperwork Reduction Act Notice, see the Instructions for Form 5500 or 5500-SF.

Schedule MB (Form 5500) 2020  
v. 200204

Wire information for America's Family Defined Benefit Plan

Citizens Bank

6850 Main Street, Williamsville, New York

ABA# 021313103

For Credit to America's Family Defined Benefit Plan

Account# [REDACTED]

**REHABILITATION PLAN  
FOR THE  
AMERICA'S FAMILY DEFINED BENEFIT PLAN FOR THE 2015 PLAN YEAR**

**I. Introduction**

Under the Employee Retirement Income Security Act ("ERISA") as amended by the Pension Protection Act of 2006 ("PPA"), on March 28, 2008, the actuary of the America's Family Defined Benefit Plan ("Plan") certified that the Plan was in Critical Status for the 2008 Plan Year ("2008 Certification").

Once the Board of Trustees received Certification, it sent a Notice of Critical Status and cover letter, advising, in part, that the Plan was in Critical Status for the 2008 Plan Year, and that all non-level benefits previously available under the Plan of benefits, including lump sum retirement and death benefits, are not payable in that form, effective as of the date of the Notice.

The Trustees then sent a notice to all the employers participating in the Plan ("Employers"), advising that the Employers are obligated to pay a 5% contribution surcharge to the Plan. The 5% surcharge increased to 10% on January 1, 2009 and continues in effect until the earlier of: (1) the date the Plan emerges from Critical Status; or (2) the effective date of a collective bargaining agreement ("CBA") between the Employer and Union consistent with this Rehabilitation Plan and the attached Schedules, as amended from time to time.

On November 25, 2008, the Plan's Board of Trustees adopted a Rehabilitation Plan and attached Schedules that were distributed to the bargaining parties on or before December 25, 2008. Federal law requires the Trustees to review the Rehabilitation Plan and Schedules each year that the Plan remains in Critical Status and adopt updates necessary for the Fund to emerge from Critical Status by the end of the Rehabilitation Period. Since then the Rehabilitation Plans have been updated annually.

Under ERISA, the Plan generally will be considered to have emerged from Critical Status when the Plan actuary certifies that the Plan is not projected to have an accumulated funding deficiency for the Plan Year or any of the next nine Plan Years, using specified actuarial assumptions. Generally, the Plan must emerge from Critical Status by the end of its 10-year Rehabilitation Period, as defined under ERISA. The Plan's Rehabilitation Period will begin on January 1, 2011, however, the Fund's Board of Trustees has determined that, based on reasonable actuarial assumptions, and upon exhaustion of all reasonable measures, the Fund cannot be reasonably expected to emerge from critical status by the end of the Rehabilitation Period. Pursuant to ERISA Section 305(e)(3)(A)(ii), the Board of Trustees is adopting this Rehabilitation Plan to forestall insolvency (within the meaning of section 4245 of the Employment Retirement Income Security Act of 1974).

This 2015 Rehabilitation Plan and the attached Schedule, are based on the Plan information as of January 1, 2015 and on reasonable assumptions about how the Plan's assets and liabilities will change in the coming years, particularly as a result of changes in the Plan's investment returns, which are dependent on the financial markets. The Board of Trustees will continue to update this Rehabilitation Plan, including the Schedules, as required by law. The Board of Trustees has the sole discretion to amend, interpret and construe this Rehabilitation Plan, including the Schedules.

## **II. Alternatives Considered for Emerging From Critical Status During the Rehabilitation Period**

In arriving at a schedule under ERISA 305(e)(3)(A)(ii), the Board of Trustees considered numerous reasonable measures and alternatives to enable the Fund to emerge from Critical Status during the Rehabilitation Period. The alternatives considered were based on projections by the Fund's actuary using reasonable actuarial assumptions. The Fund's actuary projected that, for the Fund to emerge from Critical Status by the end of the Rehabilitation Period with no changes to the Fund's current plan of benefits, employer contribution rates would have to be increased by 35.00% annually for each of the next 10 years, ultimately increasing to a rate that is more than 2,011% of the 2012 contribution rate. The Fund's actuary also projected that, for the Fund to emerge from Critical Status by the end of the Rehabilitation Period with a reduction reducing accruals by over 50% still required those 33% contribution rate increased in employer contribution rates annually for each of the next 10 years, to emerge from Critical Status. The Fund's actuary also has projected that, for the Fund to emerge from Critical Status by the end of the Rehabilitation Period with the elimination of all future benefit accruals, employer contribution rates would have to be increased by 30% annually for each of the next 10 years, ultimately increasing to a rate that is more than 1,379% of the 2012 contribution rate. With no change in the contributions and benefits, the Plan would become insolvent in 2024 while using the schedule below, the insolvency is postponed past 2030.

The Trustees also have considered the results of collective bargaining since 2008 to determine whether it would be reasonable to expect the participating employers to negotiate the increased Employer contributions necessary for the Fund to emerge from Critical Status prior to the end of the Rehabilitation Period. The Trustees believe that Rehabilitation Plan Schedules increasing contribution rates and decreasing or eliminating benefits under the alternatives discussed above, as necessary for the Fund to emerge from Critical Status during the Fund's Rehabilitation Period, are not reasonable and could not be negotiated. For example, if benefits are maintained to continue employee and Union support for the Plan, the Employers likely would not agree to, and could not, pay the necessary contribution increases. Similarly, if all future benefits are eliminated to continue Employer support for the Plan, the Union and the employees likely would not agree to support a solution under which participants are earning no new benefits and their current benefits are at risk. Therefore the possible outcome of collective bargaining over these types of alternatives would be negotiated withdrawals from the Fund. Upon a mass

withdrawal, while the employer withdrawal liability payments are fixed, participant benefits are at risk for further reduction if employer liability payments are not collected due to bankruptcies and the Fund becomes insolvent, thus reducing benefits to the PBGC guaranteed levels

### **III. Schedules**

**A. General Information.** There is one (1) Schedule described in this 2015 Rehabilitation Plan that will be provided to the Union and Employers no later than the thirtieth day after it is adopted by the Board of Trustees.

The reason that there is only one schedule rather than the prior two schedules is that instead of using a reduced Applicable Dollar Amount, upon which all Pension Benefits are based to be used only in a Rehabilitation Plan, the Trustees lowered the Applicable Dollar Amount for all current accruals to \$180.00. This was the second reduction, as the Trustees had already reduced the Applicable Dollar Amount, first from \$230.00 to \$200.00 and recently from \$200.00 to \$180.00 and these reductions were applicable to all active participants, rather than only those who's Employers were due to sign a new Bargaining Agreement.

The increases in Contribution rates are judged by the Trustees to be the maximum that the contributing Employers could accept and remain in the Plan.

The Trustees will send future updated Schedules to the Union and the Employers, as required by law. Any reduction in benefits imposed under a Schedule of this Rehabilitation Plan shall be effective consistent with applicable law.

**1. Employers that are Party to a CBA with the Union.** Any new CBA entered into by the Union and an Employer after this 2015 Rehabilitation Plan is distributed to the bargaining parties providing for participation in the Plan must reflect the terms of one of the attached Schedules. For this purpose, if a CBA provides that it automatically renews for successive periods absence advance notice to the contrary, a CBA will be deemed to have expired at the end of the term in effect when this 2015 Rehabilitation Plan is distributed to the bargaining parties and any renewal thereof is considered a successor agreement that must include a provision of this Rehabilitation Plan. If the Union and Employer cannot reach an agreement as to the Schedule that will apply to the Employer's participating Employees (including any non-bargaining unit participating Employees of the Employer), the Default Schedule will become effective as of the date required by law.

**2. Employers that are not Party to a CBA with the Union.** In the case of an Employer that contributes to the Plan only on behalf of non-bargained Employees, the Agreement to Participate between the Employer and the Plan will be treated solely for these purposes as automatically expiring on the first day after the Agreement to

Participant expires. Any new agreement to participate entered into by the parties must reflect the terms of one of the Schedules then in effect.

**3. New Employers.** If any new employer enters into a CBA with the Union requiring contributions to the Plan after this 2015 Rehabilitation Plan is distributed, the Union and Employer shall adopt one of the Schedules of this Rehabilitation Plan, with any contribution rate increase to be over a base rate agreed to by the Union and employer that is sufficient to improve the Plan's funded situation. The benefit accrual rate shall be based on the deemed rate at which the new employer would have been obligated to contribute on December 25, 2008, had the employer participated in the Fund on that date. Such deemed rate shall be determined by subtracting out the percentage increases under the original Rehabilitation Plan applicable to other employers, based on the Schedule adopted in the new employer's CBA.

**B. Benefit Schedule –Applicable Dollar Amount for future accruals is \$180.00**

**1. General Description.** The Reduced Benefit Schedule is based a reduced Applicable Dollar Amount.

**2. Contributions.** Contribution rates will increase by 10.0% each year that the Plan remains in Critical Status.

<u>Year</u>	<u>Increase over preceding year's contribution rate</u>
2011	Base Rate (including surcharge)
2012	10.0%
2013	10.0%
2014	10.0%
2015	10.0%
2016	10.0%
2017	10.0%
2018	10.0%
2019	10.0%
2020	10.0%
2021	10.0%
2022	10.0%
2023	10.0%
2024	10.0%

**3. Benefits.** Future benefit accrual rates based on an Applicable Dollar Amount of \$180.00. There will be no reduction in any adjustable benefits.

**C. Default Schedule**

**1. General Description.** The Schedule above (B.) will also be the Default Schedule as increasing contributions to the point where the Fund emerged from Critical Status by the end of the rehabilitation period would not be considered reasonable.

### **III. Actions to be Taken by the Board of Trustees**

The Plan's Board of Trustees will continue to review the Rehabilitation Plan, including the Schedules and will continue to update the Rehabilitation Plan as required by law. In addition, the Board of Trustees will consider all options available to the Plan, including but not limited to, obtaining an amortization period extension under Section 431(d) of the Internal Revenue Code and reducing Plan expenditures, that may assist the Plan in emerging from Critical Status.

### **IV. Annual Standards for Meeting the Requirements of this Rehabilitation Plan**

The Plan will make adequate progress, to the extent reasonable based on financial markets activity and other relevant factors, toward emerging from Critical Status by the end of its Rehabilitation Period. Progress will be measured by comparing the unfunded liabilities of the Fund against projections provided by the Fund's Actuary, allowing for the variations in asset gains or losses as compared to overall investment performance.

**RESOLUTION CONFIRMING ADOPTION OF 2015 REHABILITATION PLAN FOR THE AMERICA'S FAMILY DEFINED BENEFIT PLAN**

**WHEREAS**, pursuant to Section 305 of the Employee Retirement Income Security Act ("ERISA") as amended by the Pension Protection Act of 2006 ("PPA"), the America's family defined benefit plan ("Plan") was certified to be in Critical Status for the Plan Year beginning January 1, 2008.

**WHEREAS**, the Board of Trustees adopted a Rehabilitation Plan for the Plan effective November 25, 2008.

**WHEREAS**, the PPA requires the Board of Trustees to review the Rehabilitation Plan and attached Schedules each year and adopt updates as necessary to enable the Plan to emerge from Critical Status by the end of the Rehabilitation Plan

**NOW THEREFORE**, this is to confirm that the Board of Trustees adopted the 2015 Rehabilitation Plan attached hereto, effective December 31, 2015, as reflected in electronic mails sent prior to that date.

Date: _____

Date: _____

**Version Updates**

v20210908p

Version      Date updated

v20210908p      09/08/2021      On 1 Form 5500 Projection sheet, the projection period in range A15:A31 was updated to start in 2018 instead of 2019.

v20210706p      07/06/2021



**TEMPLATE 3**

**Historical Plan Information**

File name: *Template 3 Pension Plan Name*, where "Pension Plan Name" is an abbreviated version of the plan name.

v20210706p

For supplemental submission due to merger under § 4262.4(f)(1)(ii): *Template 3 Pension Plan Name Merged*, where "Pension Plan Name Merged" is an abbreviated version of the plan name for the separate plan involved in the merger.

Provide historical plan information for each of the most recent 10 plan years immediately preceding the application filing date that separately identifies: total contributions, total contribution base units (including identification of the base unit used (i.e., hourly, weekly)), average contribution rates, and number of active participants at the beginning of each plan year. Also show separately for each of the most recent 10 plan years immediately preceding the application filing date all other sources of non-investment income, including, if applicable, withdrawal liability payments collected, reciprocity contributions (if applicable), additional contributions from the rehabilitation plan (if any), and other identifiable contribution streams.

If the sum of all contributions and withdrawal liabilities shown on this table does not equal the amount shown as contributions credited to the funding standard account on the plan year Schedule MB of Form 5500, include an explanation as a footnote to this table.

**PLAN INFORMATION**

Abbreviated Plan Name:	AmerFam DB Plan
EIN:	16-6103576
PN:	001

Unit (e.g. hourly, weekly)	weekly
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All Other Sources of Non-Investment Income

Plan Year (in order from oldest to most recent)	Plan Year Start Date	Plan Year End Date	Total Contributions*	Total Contribution Base Units	Average Contribution Rate	Reciprocity Contributions (if applicable)	Additional Rehab Plan Contributions (if applicable)	Other - Explain if Applicable	Withdrawal Liability Payments Collected	Number of Active Participants at Beginning of Plan Year
2011	01/01/2011	12/31/2011	\$933,521	45,812	\$20.38		\$94,699		\$12,708.00	881
2012	01/01/2012	12/31/2012	\$917,468	38,272	\$23.98		\$109,680		\$12,708.00	736
2013	01/01/2013	12/31/2013	\$883,173	42,900	\$20.59		\$117,722		\$412,708.00	825
2014	01/01/2014	12/31/2014	\$789,692	33,072	\$23.88		\$121,113		\$224,394.00	636
2015	01/01/2015	12/31/2015	\$559,159	36,816	\$15.19		\$103,706		\$62,709.00	708
2016	01/01/2016	12/31/2016	\$472,497	29,692	\$15.91		\$111,341		\$5,444,975.00	571
2017	01/01/2017	12/31/2017	\$459,343	16,432	\$27.95		\$152,239		\$145,945.00	316
2018	01/01/2018	12/31/2018	\$395,029	16,016	\$24.66		\$155,369		\$145,945.00	308
2019	01/01/2019	12/31/2019	\$396,937	13,312	\$29.82		\$177,989		\$609,978.00	256
2020	01/01/2020	12/31/2020	\$346,869	12,948	\$26.79		\$181,701		\$410,716.00	249

* Total contributions shown here should be contributions based upon CBUs and should not include items separately shown in any columns under "All Other Sources of Non-Investment Income."

**TEMPLATE 4**  
**SFA Determination**

v20210824p

File name: *Template 4 Pension Plan Name*, where "Pension Plan Name" is an abbreviated version of the plan name.

For supplemental submission due to a merger under § 4262.4(f)(1)(ii): *Template 4 Pension Plan Name Merged*, where "Pension Plan Name Merged" is an abbreviated version of the plan name for the separate plan involved in the merger.

For supplemental submission due to certain events with limitations under § 4262.4(f)(1)(i): *Template 4 Pension Plan Name Supp*, where "Pension Plan Name" is an abbreviated version of the plan name.

Instructions for Section C, Item 4 of the Instructions for Filing Requirements for Multiemployer Plans Applying for Special Financial Assistance:

Provide information used to determine the amount of requested SFA for the plan based on a deterministic projection and using the actuarial assumptions as described in § 4262.4 of PBGC's special financial assistance regulation. The information to be provided is:

**NOTE: All items below are provided on sheet '4-3 SFA Details' unless otherwise noted.**

- a. Interest rate used (the "SFA interest rate"), including supporting details on how it was determined. If such interest rate is the limit described in section 4262(e)(3) of ERISA, identify the month selected by the plan to determine the third segment rate used to calculate the limit. [*Sheet: 4-1 SFA Interest Rate*]
- b. Fair market value of assets on the last day of the calendar quarter immediately preceding the date the application is filed (the "SFA measurement date").
- c. For each plan year in the period beginning on the SFA measurement date and ending on the last day of the last plan year ending in 2051 (the "SFA coverage period"):
  - i. Separately identify the projected amount of contributions, projected withdrawal liability payments, and other payments expected to be made to the plan (excluding the amount of financial assistance under section 4261 of ERISA and SFA to be received by the plan).
  - ii. Separately identify benefit payments described in § 4262.4(b)(1) of PBGC's special assistance regulation (excluding the payments in (c)(iii) below) for current retirees and beneficiaries, terminated vested participants not currently receiving benefits, currently active participants and new entrants. [*Sheet: 4-2 SFA Ben Pmts*]
  - iii. Separately identify payments described in § 4262.4(b)(1) of PBGC's special financial assistance regulation attributable to the reinstatement of benefits under § 4262.15 that were previously suspended through the SFA measurement date. [Also see applicable examples in Section C, Item 4(c)(iii) of the SFA instructions.]
  - iv. Separately identify administrative expenses expected to be paid using plan assets, excluding the amount owed PBGC under section 4261 of ERISA.
- d. For each plan year in the SFA coverage period, the projected investment income based on the interest rate in (a) above, and the projected fair market value of plan assets at the end of each plan year.
- e. The present value (using the interest rate identified in (a) above) as of the SFA measurement date of each of the separately provided items in (c)(i)-(iv) above.
- f. SFA amount determined as a lump sum as of the SFA measurement date. As described in § 4262.4(a) of PBGC's special financial assistance regulation, this amount equals the excess (if any) of the SFA-eligible plan obligations (the present value of the items in (c)(ii) through (c)(iv)) over the SFA-eligible plan resources (item (b) plus the present value of the items in (c)(i)).



Additional instructions for each individual worksheet:

Sheet

**4-1 SFA Determination - SFA Interest Rate**

See instructions on 4-1 SFA Interest Rate.

**4-2 SFA Determination - SFA Benefit Payments**

On this sheet, you will provide:

- Basic plan information (plan name, EIN/PN, SFA measurement date, SFA interest rate),
- Year-by-year deterministic projection of benefit payments, and
- Present values as of the SFA measurement date, using the SFA interest rate.

For each plan year in the period beginning on the SFA measurement date and ending on the last day of the last plan year ending in 2051 (the "SFA coverage period"), separately identify benefit payments described in § 4262.4(b)(1) of PBGC's special assistance regulation for current retirees and beneficiaries, terminated vested participants not currently receiving benefits, currently active participants and new entrants. On this Sheet 4-2, show all benefit payments as positive amounts.

If the plan has suspended benefit payments under sections 305(e)(9) or 4245 of ERISA, the benefit payments in this Sheet 4-2 projection should reflect prospective reinstatement of benefits assuming such reinstatements commence as of the SFA measurement date. If the plan restored or partially restored benefits under 26 CFR 1.432(e)(9)-1(e)(3) before the SFA measurement date, the benefit payments in this Sheet 4-2 should reflect fully restored prospective benefits.

Benefit payments to be paid to participants to restore previously suspended benefits should not be included on this Sheet 4-2, and are separately shown on Sheet 4-3 in the Column (7). All reinstatement of benefits should be shown assuming such reinstatements are paid beginning as of the SFA measurement date (or on the SFA measurement date, for lump sum reinstatement of prior suspended benefits).

Provide the present value as of the SFA measurement date of each separate set of benefit payments, using the limited SFA interest rate from Sheet 4-1. On this sheet, show the present values as positive amounts.

Except for the first row in the projection exhibit below, each row must include the full plan year of the indicated information up to the plan year ending in 2051. This first row may be less than a full plan year of information. The first row in the projection period is for the period beginning on the SFA measurement date and ending on the last day of the plan year containing the SFA measurement date. For all other periods, provide the full plan year of information up to the plan year ending in 2051.

### 4-3 SFA Determination - SFA Details

On this sheet, you will provide:

--Basic plan information (plan name, EIN/PN, SFA measurement date, SFA interest rate),

--Year-by-year deterministic projection, and

--Present values as of the SFA measurement date, using the SFA interest rate.

For each plan year in the period beginning on the SFA measurement date and ending on the last day of the last plan year ending in 2051 (the "SFA coverage period"), provide each of the items requested in Columns (1) through (10). Show payments INTO the plan as positive amounts and payments OUT of the plan as negative amounts.

If the plan has suspended benefit payments under sections 305(e)(9) or 4245 of ERISA, Column (7) should show the benefit payments to be made to restore the past benefits that have been suspended. These amounts should be determined as if such reinstatements are paid beginning as of the SFA measurement date. If the plan sponsor elects to pay these amounts as a lump sum, then the lump sum amount is assumed paid as of the SFA measurement date. If the plan sponsor decides to make payments over 60 months, the first monthly payment is assumed paid on the first regular payment date on or after the SFA measurement date. See the examples in the SFA Instructions. If the reinstatement is paid over 60 months, each row in the projection should reflect the monthly payments for that period. The prospective reinstatement of suspended benefits is included in Column (6); Column (7) is only for reinstatement of past benefits that were suspended.

Provide the present values as of the SFA measurement date of each of the projections in Columns (3) through (8), using the limited SFA interest rate from Sheet 4-1. Show the present values as the same sign (positive or negative) as the projected amounts (e.g., benefit payments are negative on this Sheet 4-3, and the present value of benefit payments should also be negative).

Except for the first row in the projection exhibit, each row must include the full plan year of the indicated information up to the plan year ending in 2051. This first row may be less than a full plan year of information. The first row in the projection period is for the period beginning on the SFA measurement date and ending on the last day of the plan year containing the SFA measurement date. For all other periods, provide the full plan year of information up to the plan year ending in 2051.

#### Version Updates

Version	Date updated	
v20210824p	08/24/2021	On 4-1 SFA Interest Rate sheet, the wording in cell A19 was updated and additional details were added to cell D19. Also on this sheet, minor formatting changes were made to many of the cells with red text.
v20210820p	08/20/2021	On 4-1 SFA Interest Rate sheet, the link in cell D19 was removed.
v20210706p	07/06/2021	

**TEMPLATE 4 - Sheet 4-1**  
**SFA Determination - Interest Rate**

v20210824p

Provide the SFA interest rate used, including supporting details on how it was determined.

**PLAN INFORMATION**

Abbreviated Plan Name:	AmerFam DB Plan	
EIN:	16-6103576	
PN:	001	
Application Submission Date:		
SFA measurement date:	12/31/2021	Last day of the calendar quarter immediately preceding the application submission date.
Last day of first plan year ending after the measurement date:	12/31/2022	

SFA Interest Rate Used	5.00%
------------------------	-------

Input amount used in determination of SFA.

**Development of interest rate limit:**

Plan Interest Rate:	7.50%
Month used for interest rate ( <i>month in which application is filed or the 3 preceding months</i> ):	Feb-22
ERISA Section 303(h)(2)(C)(iii) rate disregarding modifications made under clause (iv) of such section:	3.26%
Interest Rate Limit ( <i>3rd Segment rate plus 200 basis points</i> ):	5.26%

Interest rate used for the funding standard account projections in the plan's most recently completed certification of plan status before 1/1/2021.

Month is selected by the plan sponsor.

24-month average third segment rate for selected month without regard to interest rate stabilization rules. These rates are issued by IRS each month. For example, the applicable third segment rate for August 2021 is 3.38%. That rate was issued in [IRS Notice 21-50](#) on August 16, 2021 (see page 2 of notice under the heading "24-Month Average Segment Rates Without 25-Year Average Adjustment").

It is also available on IRS' [Funding Yield Curve Segment Rate Tables](#) web page (See Funding Table 3 under the heading "24-Month Average Segment Rates Not Adjusted").

This amount is calculated based on the other information entered.

SFA Interest Rate Calculation ( <i>Lesser of Plan Interest Rate and Interest Rate Limit</i> ):	5.26%
SFA Interest Rate Match Check:	Not a match

This amount is calculated based on the other information entered.

If the SFA Interest Rate Calculation is not equal to the SFA Interest Rate Used, provide explanation below.

Rate is net of investment expense

TEMPLATE 4 - Sheet 4-2

v20210824p

SFA Determination - Benefit Payments

See Supplemental Instructions for Sheet 4-2 on Template 4 Instructions.

PLAN INFORMATION

Abbreviated Plan Name:	AmerFam DB Plan	
EIN:	16-6103576	
PN:	001	
SFA Measurement Date:	12/31/2021	
SFA Interest Rate:	5.00%	

On this Sheet 4-2, show all benefit payment amounts and present values as positive amounts.

PRESENT VALUE as of the Measurement Date of Projected Benefit Payments for:

Current Retirees and Beneficiaries in Pay Status	Current Terminated Vested Participants	Current Active Participants	New Entrants	Total

PROJECTED BENEFIT PAYMENTS for:

Plan Year Start Date	Plan Year End Date	Current Retirees and Beneficiaries in Pay Status	Current Terminated Vested Participants	Current Active Participants	New Entrants	Total
01/01/2022	12/31/2022	\$7,623,008	\$82,122	\$209,053	\$0	\$7,914,183
01/01/2023	12/31/2023	\$7,412,253	\$848,850	\$364,075	\$0	\$8,625,178
01/01/2024	12/31/2024	\$7,181,235	\$1,711,609	\$455,688	\$0	\$9,348,532
01/01/2025	12/31/2025	\$6,929,696	\$2,452,831	\$597,435	\$0	\$9,979,962
01/01/2026	12/31/2026	\$6,699,105	\$3,151,160	\$743,235	\$0	\$10,593,500
01/01/2027	12/31/2027	\$6,488,001	\$3,289,634	\$884,174	\$121	\$10,661,930
01/01/2028	12/31/2028	\$6,266,083	\$3,499,231	\$952,206	\$5,668	\$10,723,188
01/01/2029	12/31/2029	\$6,038,146	\$3,796,007	\$1,073,696	\$8,125	\$10,915,974
01/01/2030	12/31/2030	\$5,810,671	\$3,991,122	\$1,171,602	\$10,043	\$10,983,438
01/01/2031	12/31/2031	\$5,562,876	\$4,098,650	\$1,183,508	\$10,992	\$10,856,026
01/01/2032	12/31/2032	\$5,293,706	\$4,211,784	\$1,236,880	\$12,054	\$10,754,424
01/01/2033	12/31/2033	\$5,035,488	\$4,304,949	\$1,327,877	\$12,072	\$10,680,386
01/01/2034	12/31/2034	\$4,778,596	\$4,372,439	\$1,425,937	\$12,140	\$10,589,112
01/01/2035	12/31/2035	\$4,501,408	\$4,377,469	\$1,469,693	\$12,298	\$10,360,868
01/01/2036	12/31/2036	\$4,233,188	\$4,373,657	\$1,499,969	\$22,684	\$10,129,498
01/01/2037	12/31/2037	\$3,961,254	\$4,326,720	\$1,530,275	\$27,131	\$9,845,380
01/01/2038	12/31/2038	\$3,686,619	\$4,325,979	\$1,534,027	\$30,534	\$9,577,159
01/01/2039	12/31/2039	\$3,410,774	\$4,286,780	\$1,530,726	\$32,002	\$9,260,282
01/01/2040	12/31/2040	\$3,135,399	\$4,189,469	\$1,492,083	\$33,616	\$8,850,567
01/01/2041	12/31/2041	\$2,862,319	\$4,096,028	\$1,470,270	\$33,179	\$8,461,796
01/01/2042	12/31/2042	\$2,593,475	\$3,952,171	\$1,482,405	\$32,760	\$8,060,811
01/01/2043	12/31/2043	\$2,330,896	\$3,821,753	\$1,515,986	\$32,380	\$7,701,015
01/01/2044	12/31/2044	\$2,076,674	\$3,676,859	\$1,533,036	\$32,084	\$7,318,653
01/01/2045	12/31/2045	\$1,832,948	\$3,513,696	\$1,492,066	\$31,888	\$6,870,598
01/01/2046	12/31/2046	\$1,601,848	\$3,355,222	\$1,460,728	\$31,855	\$6,449,653
01/01/2047	12/31/2047	\$1,385,342	\$3,191,045	\$1,447,564	\$31,984	\$6,055,935
01/01/2048	12/31/2048	\$1,185,135	\$3,010,552	\$1,423,695	\$63,796	\$5,683,178
01/01/2049	12/31/2049	\$1,002,535	\$2,829,654	\$1,436,945	\$77,223	\$5,346,357
01/01/2050	12/31/2050	\$838,358	\$2,643,871	\$1,410,671	\$87,443	\$4,980,343
01/01/2051	12/31/2051	\$691,645	\$2,458,800	\$1,382,458	\$96,187	\$4,629,090

TEMPLATE 4 - Sheet 4-3

v20120824p

SFA Determination - Details

See Supplemental Instructions for Sheet 4-3 on Template 4 Instructions.

PLAN INFORMATION

Abbreviated Plan Name:	Amer Fam DB Plan	
EIN:	16-6103576	
PN:	001	
SFA Measurement Date:	12/31/2021	
SFA Interest Rate:	5.00%	net of investment expense

PRESENT VALUE as of the SFA Measurement Date of Projected Amounts for:								
(1)	(2)	PV of (3)	PV of (4)	PV of (5)	PV of (6)	PV of (7)	PV of (8)	
Fair Market Value as of the SFA Measurement Date	SFA Amount as of the SFA Measurement Date	Contributions	Withdrawal Liability Payments	Other Payments to Plan (excluding financial assistance and SFA)	Benefit Payments (should match total from Sheet 4-2)	Benefit Payments Attributable to Reinstatement of Benefits Suspended through the SFA Measurement Date	Administrative Expenses (excluding amount owed PBGC under 4261 of ERISA)	(1)+(2)+Sum of PV of (3) through PV of (8) [NOTE: This amount should be \$0]
\$2,238,391	\$154,005,866	\$3,886,019	\$636,057	\$0	(\$146,178,137)	(\$438,927)	(\$14,149,270)	\$0

Show payments INTO the plan as positive, and payments OUT of the plan as negative, so that the sum of (1) through (9) equals (10).

Plan Year Start Date	Plan Year End Date	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
		Fair Market Value of Assets at Beginning of Plan Year	SFA Amount as of the SFA Measurement Date	Contributions	Withdrawal Liability Payments	Other Payments to Plan (excluding financial assistance and SFA)	Benefit Payments (should match total from Sheet 4-2)	Benefit Payments Attributable to Reinstatement of Benefits Suspended through the SFA Measurement Date	Administrative Expenses (excluding amount owed PBGC under 4261 of ERISA)	Investment Income Based on SFA Interest Rate	Fair Market Value of Assets at End of Plan Year
01/01/2022	12/31/2022	\$2,238,391	\$154,005,866	\$425,000	\$84,396		(\$7,914,183)	-\$449,766	-\$675,000	\$7,601,575	\$155,316,279
01/01/2023	12/31/2023			\$409,371	\$84,396		(\$8,625,178)		-\$941,875	\$7,541,748	\$153,784,741
01/01/2024	12/31/2024			\$398,186	\$84,396		(\$9,348,532)		-\$890,422	\$7,448,303	\$151,476,672
01/01/2025	12/31/2025			\$380,290	\$84,396		(\$9,979,962)		-\$912,683	\$7,316,314	\$148,365,027
01/01/2026	12/31/2026			\$360,157	\$84,396		(\$10,593,500)		-\$935,500	\$7,144,520	\$144,425,101
01/01/2027	12/31/2027			\$331,076	\$84,396		(\$10,661,930)		-\$808,888	\$6,948,242	\$140,317,997
01/01/2028	12/31/2028			\$301,995	\$84,396		(\$10,723,188)		-\$829,110	\$6,740,157	\$135,892,247
01/01/2029	12/31/2029			\$277,388	\$84,396		(\$10,915,974)		-\$849,838	\$6,512,989	\$131,001,208
01/01/2030	12/31/2030			\$257,255	\$84,396		(\$10,983,438)		-\$871,084	\$6,265,749	\$125,754,086
01/01/2031	12/31/2031			\$239,359	\$33,973		(\$10,856,026)		-\$930,361	\$6,003,389	\$120,244,420
01/01/2032	12/31/2032			\$225,937			(\$10,754,424)		-\$953,620	\$5,728,669	\$114,490,982
01/01/2033	12/31/2033			\$214,752			(\$10,680,386)		-\$977,461	\$5,441,961	\$108,489,848
01/01/2034	12/31/2034			\$201,330			(\$10,589,112)		-\$1,001,898	\$5,143,223	\$102,243,391
01/01/2035	12/31/2035			\$185,671			(\$10,360,868)		-\$1,026,945	\$4,835,532	\$95,876,781
01/01/2036	12/31/2036			\$174,486			(\$10,129,498)		-\$1,052,619	\$4,522,005	\$89,391,155
01/01/2037	12/31/2037			\$167,775			(\$9,845,380)		-\$1,078,934	\$4,203,924	\$82,838,540
01/01/2038	12/31/2038			\$152,116			(\$9,577,159)		-\$1,105,907	\$3,881,864	\$76,189,455
01/01/2039	12/31/2039			\$145,405			(\$9,260,282)		-\$1,111,234	\$3,556,938	\$69,520,282
01/01/2040	12/31/2040			\$136,457			(\$8,850,567)		-\$1,062,068	\$3,234,591	\$62,978,694
01/01/2041	12/31/2041			\$131,983			(\$8,461,796)		-\$1,015,416	\$2,918,154	\$56,551,619
01/01/2042	12/31/2042			\$125,272			(\$8,060,811)		-\$967,297	\$2,607,725	\$50,256,508
01/01/2043	12/31/2043			\$118,561			(\$7,701,015)		-\$924,122	\$2,302,755	\$44,052,686
01/01/2044	12/31/2044			\$107,376			(\$7,318,653)		-\$878,238	\$2,002,863	\$37,966,035
01/01/2045	12/31/2045			\$96,191			(\$6,870,598)		-\$824,472	\$1,710,647	\$32,077,802
01/01/2046	12/31/2046			\$91,717			(\$6,449,653)		-\$773,958	\$1,427,767	\$26,373,676
01/01/2047	12/31/2047			\$87,243			(\$6,055,935)		-\$726,712	\$1,153,340	\$20,831,612
01/01/2048	12/31/2048			\$80,532			(\$5,683,178)		-\$681,981	\$886,381	\$15,433,366
01/01/2049	12/31/2049			\$73,821			(\$5,346,357)		-\$641,563	\$625,619	\$10,144,887
01/01/2050	12/31/2050			\$64,873			(\$4,980,343)		-\$597,641	\$371,098	\$5,002,873
01/01/2051	12/31/2051			\$58,162			(\$4,629,090)		-\$555,491	\$123,546	\$0

# TEMPLATE 5

v20210723p

## Baseline

File name: *Template 5 Pension Plan Name*, where "Pension Plan Name" is an abbreviated version of the plan name.

### Instructions for Section C, Item 5 of the Instructions for Filing Requirements for Multiemployer Plans Applying for Special Financial Assistance:

*This Template 5 is not required if all assumptions used (except the interest rate, Contribution Base Unit (CBU) assumption and administrative expenses assumption) to determine the requested SFA amount are identical to those used in the most recent actuarial certification of plan status completed before 1/1/2021 ("pre-2021 certification of plan status") and if the changed assumptions for CBUs and administrative expenses are consistent with Paragraph A "Adoption of assumptions not previously factored into pre-2021 certification of plan status" of Section III, Acceptable Assumption Changes of PBGC's guidance on Special Financial Assistance Assumptions.*

Provide a separate deterministic projection ("Baseline") in the same format as Template 4 (Sheets 4-2 and 4-3 only) that shows the amount of SFA that would be determined if all underlying assumptions used in the projection were the same as those used in the pre-2021 certification of plan status, excluding the plan's interest rate which should be the same as used in Template 4 (see sheet 4-1) and excluding the CBU assumption and administrative expenses assumption which should reflect the changed assumptions consistent with Paragraph A "Adoption of assumptions not previously factored into pre-2021 certification of plan status" of Section III, Acceptable Assumption Changes of PBGC's guidance on Special Financial Assistance Assumptions..

For purposes of this Template 5, any assumption change made in accordance with Section III, Acceptable Assumption Changes, of PBGC's guidance on Special Financial Assistance Assumptions should be reflected in this Baseline calculation of the SFA amount and supporting projection information. See examples in the SFA instructions for Section C, Item 5.

### Additional instructions for each individual worksheet:

Sheet

#### **5-1 Baseline - Benefit Payments**

See Template 4 instructions for Sheet 4-2, except provide the benefit payment projection used to determine the Baseline SFA amount.

#### **5-2 Baseline - Details**

See Template 4 instructions for Sheet 4-3, except provide the projections and present value information used to determine the Baseline SFA amount.

**TEMPLATE 5 - Sheet 5-1**

v20210723p

**Baseline - Benefit Payments**

See Supplemental Instructions for Sheet 4-2 on Template 4 Instructions.

**PLAN INFORMATION**

Abbreviated Plan Name:	AmerFamDB Plan
EIN:	16-6103576
PN:	001
SFA Measurement Date:	12/31/2021
SFA Interest Rate:	5.00%

On this Sheet 5-1, show all benefit payment amounts and present values as positive amounts.				
<b>PRESENT VALUE</b> as of the Measurement Date of Projected Benefit Payments for:				
Current Retirees and Beneficiaries in Pay Status	Current Terminated Vested Participants	Current Active Participants	New Entrants	Total

		<b>PROJECTED BENEFIT PAYMENTS</b> for:				
Plan Year Start Date	Plan Year End Date	Current Retirees and Beneficiaries in Pay Status	Current Terminated Vested Participants	Current Active Participants	New Entrants	Total
01/01/2022	12/31/2022	\$7,623,008	\$82,122	\$209,053	\$0	\$7,914,183
01/01/2023	12/31/2023	\$7,412,253	\$848,850	\$364,075	\$0	\$8,625,178
01/01/2024	12/31/2024	\$7,181,235	\$1,711,609	\$455,688	\$0	\$9,348,532
01/01/2025	12/31/2025	\$6,929,696	\$2,452,831	\$597,435	\$0	\$9,979,962
01/01/2026	12/31/2026	\$6,699,105	\$3,151,160	\$743,235	\$0	\$10,593,500
01/01/2027	12/31/2027	\$6,488,001	\$3,289,634	\$884,174	\$121	\$10,661,930
01/01/2028	12/31/2028	\$6,266,083	\$3,499,231	\$952,206	\$5,668	\$10,723,188
01/01/2029	12/31/2029	\$6,038,146	\$3,796,007	\$1,073,696	\$8,125	\$10,915,974
01/01/2030	12/31/2030	\$5,810,671	\$3,991,122	\$1,171,602	\$10,043	\$10,983,438
01/01/2031	12/31/2031	\$5,562,876	\$4,098,650	\$1,183,508	\$10,992	\$10,856,026
01/01/2032	12/31/2032	\$5,293,706	\$4,211,784	\$1,236,880	\$12,054	\$10,754,424
01/01/2033	12/31/2033	\$5,035,488	\$4,304,949	\$1,327,877	\$12,072	\$10,680,386
01/01/2034	12/31/2034	\$4,778,596	\$4,372,439	\$1,425,937	\$12,140	\$10,589,112
01/01/2035	12/31/2035	\$4,501,408	\$4,377,469	\$1,469,693	\$12,298	\$10,360,868
01/01/2036	12/31/2036	\$4,233,188	\$4,373,657	\$1,499,969	\$22,684	\$10,129,498
01/01/2037	12/31/2037	\$3,961,254	\$4,326,720	\$1,530,275	\$27,131	\$9,845,380
01/01/2038	12/31/2038	\$3,686,619	\$4,325,979	\$1,534,027	\$30,534	\$9,577,159
01/01/2039	12/31/2039	\$3,410,774	\$4,286,780	\$1,530,726	\$32,002	\$9,260,282
01/01/2040	12/31/2040	\$3,135,399	\$4,189,469	\$1,492,083	\$33,616	\$8,850,567
01/01/2041	12/31/2041	\$2,862,319	\$4,096,028	\$1,470,270	\$33,179	\$8,461,796
01/01/2042	12/31/2042	\$2,593,475	\$3,952,171	\$1,482,405	\$32,760	\$8,060,811
01/01/2043	12/31/2043	\$2,330,896	\$3,821,753	\$1,515,986	\$32,380	\$7,701,015
01/01/2044	12/31/2044	\$2,076,674	\$3,676,859	\$1,533,036	\$32,084	\$7,318,653
01/01/2045	12/31/2045	\$1,832,948	\$3,513,696	\$1,492,066	\$31,888	\$6,870,598
01/01/2046	12/31/2046	\$1,601,848	\$3,355,222	\$1,460,728	\$31,855	\$6,449,653
01/01/2047	12/31/2047	\$1,385,342	\$3,191,045	\$1,447,564	\$31,984	\$6,055,935
01/01/2048	12/31/2048	\$1,185,135	\$3,010,552	\$1,423,695	\$63,796	\$5,683,178
01/01/2049	12/31/2049	\$1,002,535	\$2,829,654	\$1,436,945	\$77,223	\$5,346,357
01/01/2050	12/31/2050	\$838,358	\$2,643,871	\$1,410,671	\$87,443	\$4,980,343
01/01/2051	12/31/2051	\$691,645	\$2,458,800	\$1,382,458	\$96,187	\$4,629,090



**TEMPLATE 8**

File name: *Template 8 Pension Plan Name*, where "Pension Plan Name" is an abbreviated version of the plan name.

v20210706p

**Contribution and Withdrawal Liability Details**

Provide details of the projected contributions and withdrawal liability payments used to calculate the requested SFA amount. This should include total contributions, contribution base units (including identification of the base unit used (i.e., hourly, weekly)), average contribution rate(s), reciprocity contributions (if applicable), additional contributions from the rehabilitation plan (if applicable), and any other identifiable contribution streams. For withdrawal liability, separately show amounts for currently withdrawn employers and for future assumed withdrawals. Also provide the projected number of active participants at the beginning of each plan year.

The first row in the projection period is for the period beginning on the SFA measurement date and ending on the last day of the plan year containing the SFA measurement date. For all other periods, provide the full plan year of information up to the plan year ending in 2051.

**PLAN INFORMATION**

Abbreviated Plan Name:	AmerFamDB Plan
EIN:	16-6103536
PN:	001

Unit (e.g. hourly, weekly)	Weekly
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All Other Sources of Non-Investment Income

Plan Year Start Date	Plan Year End Date	Total Contributions*	Total Contribution Base Units	Average Contribution Rate	Reciprocity Contributions (if applicable)	Additional Rehab Plan Contributions (if applicable)	Other - Explain if Applicable	Withdrawal Liability Payments for Currently Withdrawn Employers	Withdrawal Liability Payments for Projected Future Withdrawals	Projected Number of Active Participants (Including New Entrants) at the Beginning of the Plan Year
01/01/2022	12/31/2022	\$276,250	9,880	\$27.96		\$148,750		\$84,396		190
01/01/2023	12/31/2023	\$266,091	9,516	\$27.96		\$143,280		\$84,396		183
01/01/2024	12/31/2024	\$258,821	9,256	\$27.96		\$139,365		\$84,396		178
01/01/2025	12/31/2025	\$247,189	8,840	\$27.96		\$133,101		\$84,396		170
01/01/2026	12/31/2026	\$234,102	8,372	\$27.96		\$126,055		\$84,396		161
01/01/2027	12/31/2027	\$215,199	7,696	\$27.96		\$115,877		\$84,396		148
01/01/2028	12/31/2028	\$196,297	7,020	\$27.96		\$105,698		\$84,396		135
01/01/2029	12/31/2029	\$180,302	6,448	\$27.96		\$97,086		\$84,396		124
01/01/2030	12/31/2030	\$167,216	5,980	\$27.96		\$90,039		\$84,396		115
01/01/2031	12/31/2031	\$155,583	5,564	\$27.96		\$83,776		\$33,973		107
01/01/2032	12/31/2032	\$146,859	5,252	\$27.96		\$79,078				101
01/01/2033	12/31/2033	\$139,589	4,992	\$27.96		\$75,163				96
01/01/2034	12/31/2034	\$130,865	4,680	\$27.96		\$70,465				90
01/01/2035	12/31/2035	\$120,686	4,316	\$27.96		\$64,985				83
01/01/2036	12/31/2036	\$113,416	4,056	\$27.96		\$61,070				78
01/01/2037	12/31/2037	\$109,054	3,900	\$27.96		\$58,721				75
01/01/2038	12/31/2038	\$98,875	3,536	\$27.96		\$53,241				68
01/01/2039	12/31/2039	\$94,513	3,380	\$27.96		\$50,892				65
01/01/2040	12/31/2040	\$88,697	3,172	\$27.96		\$47,760				61
01/01/2041	12/31/2041	\$85,789	3,068	\$27.96		\$46,194				59
01/01/2042	12/31/2042	\$81,427	2,912	\$27.96		\$43,845				56
01/01/2043	12/31/2043	\$77,065	2,756	\$27.96		\$41,496				53
01/01/2044	12/31/2044	\$69,794	2,496	\$27.96		\$37,582				48
01/01/2045	12/31/2045	\$62,524	2,236	\$27.96		\$33,667				43
01/01/2046	12/31/2046	\$59,616	2,132	\$27.96		\$32,101				41
01/01/2047	12/31/2047	\$56,708	2,028	\$27.96		\$30,535				39
01/01/2048	12/31/2048	\$52,346	1,872	\$27.96		\$28,186				36
01/01/2049	12/31/2049	\$47,984	1,716	\$27.96		\$25,837				33
01/01/2050	12/31/2050	\$42,167	1,508	\$27.96		\$22,706				29
01/01/2051	12/31/2051	\$37,805	1,352	\$27.96		\$20,357				26

* Total contributions shown here should be contributions based upon CBUs and should not include items separately shown in any columns under "All Other Sources of Non-Investment Income."

RESTATEMENT OF  
AGREEMENT AND DECLARATION OF TRUST  
OF LOCAL 55 UAW AREA WIDE RETIREMENT INCOME FUND  
ADOPTED July 30, 1985

THIS AGREEMENT and Declaration of Trust originally made and entered into as of the 3rd day of December, 1968, in the City of Buffalo by and between AMALGAMATED LOCAL UNION NUMBER 55, INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA (UAW), hereinafter referred to as "Union", and the (CURTIS SCREW COMPANY, INC., RICH ICE CREAM COMPANY, DIVISION OF HAWTHORN-MELODY OF NEW YORK, GIBRALTAR STEEL CORP. and WHITWORTH MOTORS, INC.), for and on behalf of themselves and on behalf of other firms, persons or corporations who may hereinafter subscribe to or adopt the terms and provisions of this Agreement and Declaration of Trust to the extent that they are permitted to by the terms of the same, hereinafter collectively referred to as the "Employers."

W I T N E S S E T H :

WHEREAS, the Trustees having authority under Article II of the Agreement and Declaration of Trust made and entered into on December 3rd, 1968, hereby created and established a Trust and a Local 55 UAW Area Wide Retirement Income Fund, hereinafter referred to as the "Fund"; and

WHEREAS, under Article XII of the Agreement and Declaration of Trust the Trustees have from time to time, subsequent to December 3rd, 1968, adopted several Amendments and two (2) Restated Agreement and Declaration of Trust as follows:

1st Amendment adopted 9/24/69 to Trust Agreement adopted 12/3/68  
Restated Trust Agreement adopted 12/01/69  
Restated Trust Agreement adopted 07/09/76  
1st Amendment adopted 02/02/79  
2nd Amendment adopted 01/30/81  
3rd Amendment adopted 10/22/81  
4th Amendment adopted 01/27/84  
5th Amendment adopted 10/24/84

WHEREAS, the Trustees for the purpose of clarity and better understanding, have incorporated the previously Restated Plan of Benefits and Amendments into one instrument adopted on August 2nd, 1985; and

WHEREAS, the Union and the Employers have entered into collective bargaining agreements providing for the establishment of a Retirement Income Fund Plan of Benefits into which the Employers shall pay certain contributions, the amounts and terms of such payments as set forth in each of the collective bargaining agreements between parties; and

WHEREAS, the parties hereto are desirous of entering into an Agreement and Declaration of Trust setting forth the uses and purposes of the monies contributed and the powers and duties of the Trustees and the Plan Administrator designated by the Trustees.

NOW, THEREFORE, in consideration of the premises, it is hereby agreed by the parties hereto that the Fund be, and the same hereby is, created and established as a Trust as of the 3rd day of December, 1968, as herein amended, for the exclusive benefit of the Employees covered thereunder, and the Trustees designated herein or the Plan Administrator designated by the Trustees, hereby declare that they will receive and hold the contributions to the said Fund and all other money and property which may come into their possession for the following uses and purposes and subject to the following powers and duties:

#### ARTICLE I - DEFINITIONS

1. Employers: The term Employers as used herein shall mean any Employer who, as of the date of this Agreement and Declaration of Trust is made and entered into, has a Collective Bargaining Agreement with the Union and such Employers as may formally agree to the terms hereof at a subsequent date, requiring periodic contributions to the Fund created by this Agreement and Declaration of Trust. After such Employer has agreed to a Collective Bargaining Agreement with the Union requiring periodic contributions to the Fund created by the Agreement and Declaration of Trust, such Employer shall then be required to promptly, in writing, adopt and

agree to be bound by the terms and conditions of the Agreement and Declaration of Trust and any amendments, supplements, or modifications thereof.

In addition, and with the consent of the Trustees, this term shall also include the Union and the Trustees.

2. Union: The term Union as used herein shall mean Amalgamated Local Union Number 55 of the International Union United Automobile, Aerospace and Agricultural Implement Workers of America and Agricultural Implement Workers of America (UAW), or its successors.

3. Employee: The term Employee as used herein shall mean all persons covered by Collective Bargaining Agreements between the Employers and the Union where such Agreements provide for periodic contributions to the Fund established pursuant to this Agreement and Declaration of Trust and such other Employees of the Employer as requested by the Employer with the consent of the Trustees.

The term Employee as used herein shall also include the Employees of the Union who are members of the Union and may include all Employees of the Trust with the consent of the Trustees, and in this connection only, the Employer of such persons shall be considered an Employer within the meaning of that term as used herein.

4. Trustees: The term Trustees as used herein shall mean the Trustees name in this Agreement, together with their successors designated as hereinafter provided.

5. Agreement and Declaration of Trust: The term Agreement and Declaration of Trust as used herein shall mean this Agreement together with any amendments or modifications hereto.

6. Plan: The term Plan as used herein shall mean the Plan of Benefits adopted by the Trustees together with any amendments or modifications thereof.

7. Contributions from Participating Employers: The term contributions from Participating Employers as used herein shall mean payments made to the Fund as required by a collective bargaining agreement with the Union, and such other deposits paid by the Employers for the Employees.

8. Fund: The term Fund as used herein shall mean the Trust and Retirement Income Fund established hereunder.

9. Plan Administrator: The term Plan Administrator as used herein shall mean the Trustees as duly constituted under Article IV of the Agreement and Declaration of Trust. In the event that the Trustees determine that it is in the best interest of the trust to appoint a Plan Administrator, such appointment shall be by a majority vote of the Trustees. In the event that no Plan Administrator is appointed by the Trustees, the duties and obligations of the Plan Administrator shall be the duties and obligations of the Trustees collectively.

10. Investment Manager: The term Investment Manager as used herein shall mean that person so designated by the Plan Administrator to manage and invest designated Plan assets and who acknowledges his acceptance of that position and as a fiduciary in writing.

11. Gender: Any word(s) herein, though in a particular gender and used in the singular or plural shall be construed in the gender and the singular or plural as required by the context in which it is used.

12. Participant: The term Participant as used herein shall mean any Employee or former Employee of an Employer who is or may become eligible to receive benefits under the Plan.

## ARTICLE II

### CREATION OF TRUST AND RETIREMENT INCOME FUND

The Employers and Union, together with the Trustees designated herein, hereby created and established on December 3rd, 1968, an Agreement and Declaration of Trust and a Retirement Income Fund Plan of Benefits. Contributions shall be made from Participating Employers having a Collective Bargaining Agreement with the Union. Any other sums payable to the Trustees on account of investments, including income from such investments, and any other property received and held by the Trustees shall be for the uses and purposes of this Agreement and Declaration of Trust.

## ARTICLE III

### PURPOSE OF TRUST AND APPLICATION OF FUND

1. Purpose of Fund: The Local 55 UAW Area Wide Retirement Income Fund is created and established for the purpose of providing

and maintaining retirement income and related benefits for the Employees of the Employers under a Plan to be adopted and maintained by the Trustees.

2. Application of Fund: The Trustees or Plan Administrator shall use and apply the Fund for the following purposes:

(a) To pay or provide for the payment of all reasonable and necessary expenses for collecting the Employer contributions and for administering the affairs of the Trust and Fund, including, but without being limited to the defraying of all expenses which may be incurred in connection with the establishment of the Trust and Fund, the employment of and/or contracting of employment of administrative, legal, expert and clerical assistance or other necessary services, the leasing or purchasing of necessary premises and the purchasing or leasing of such materials, supplies, and equipment as the Trustees or Plan Administrator, in their discretion find necessary or appropriate in the performance of their duties.

(b) To establish and accumulate as part of the Fund, an adequate reserve to carry out the purpose of the Trust.

(c) All funds received by the Trustees or Plan Administrator hereunder as part of the fund may be deposited with a Bank or Trust Company as the Trustees or Plan Administrator may select for that purpose.

(d) Any funds received in the form of policies, contracts or deposits with an Insurer which had been on deposit with such an Insurer prior to the date the Employer entered into this Agreement, may, if in the best interest of the Fund and Plan, be left with such Insurer. All funds held by an Insurer shall be considered part of the Fund and Plan when determining the value of the Fund and Plan.

(e) All withdrawals of funds from such Bank or Insurer shall be made only by check or written authorizations signed by the Plan Administrator or any two Trustees, at least one of whom shall be an Employer Trustee and one shall be a Union Trustee. In their discretion, the Trustees or Plan Administrator may select an authorize an employee of this Fund to sign checks upon such bank account as the Trustees or its Plan Administrator may select.

(f) The Trustees or Plan Administrator may designate a Corporate Fiduciary which may be either a Bank, Trust Company or Insurance company authorized by law to exercise investment powers to hold and invest the Fund in accordance with the terms of a Trust Agreement entered into between the Trustees or Plan Administrator and the Corporate Trustees so designated.

3. Bonding: All Trustees and Plan Administrator, who handle funds of the Trust shall be bonded by a duly authorized Surety Company, and if so bonded, the cost of premiums of such bonds shall be paid out of the Fund, however, all employees of the Fund shall be bonded.

#### ARTICLE IV CONCERNING THE TRUSTEES

1. ADMINISTRATION OF FUND: The Fund may be administered by a maximum of eight (8) Trustees and a minimum of four (4) Trustees, of whom equal numbers shall at all times be selected by the Employers to represent the Employers and by the Union to represent the Union. The number shall be determined by vote of the Trustees. If the Trustees should deadlock concerning a decision as to the number of Trustees who shall administer the Fund at any particular time, then such dispute shall be subject to the provisions of Article IV, Section 15. The Employer Trustees shall be selected by a majority vote of the Employers and if they are unable to, then the selection shall be made by the drawing of lots. The present Trustees shall continue to serve until resignation or removal, whichever occurs earlier. Notwithstanding the provisions of Article IV, Sections 8 and 9, if a Trustee dies, becomes incapacitated to act, resigns, or is removed pursuant to Section 7 of this Article, then the remaining Trustees shall have the authority under this provision to reduce the number of Trustees and the term of one of the Trustees representing the other party shall thereupon terminate. The particular one whose term shall terminate will be decided either by the Employers or by the Union, as the same is appropriate. However, if the Trustees do not reduce the number of Trustees, then the provisions of Sections 8 and 9 shall be followed.

2. Interpretation of Provisions: The Plan Administrator or Trustees, shall have the power to construe the provisions of this Agreement and Declaration of Trust and the terms used herein, and any construction adopted by the Plan Administrator or Trustees, in good faith, shall be binding upon the Union, the Employees and the Employers.

3. Compensation of Trustees: The Trustees shall not receive compensation for the performance of their duties as Trustees, but shall be reimbursed for all reasonable and necessary expenses which they may incur in the performance of their duties, including, among other things, expenses they may incur in defending or prosecuting any action or actions brought by or against them by virtue of serving as Trustees.

4. Liability: Liability for acts of Fiduciaries shall be governed by Article VII of this Agreement and Declaration of Trust.

5. Annual Audit: The Plan Administrator or Trustees, shall keep, or cause to be kept, true and accurate books of accounts and records of all their transactions, which shall be audited annually or oftener, by a certified public accountant. A statement of the results of such audit shall, at all times, be available for inspection by the parties at the principal office of the Fund, upon reasonable notice.

6. Resignation of Trustees: A Trustee may resign and become and remain fully discharged from all further duty or responsibility as herein defined, upon notice in writing to the remaining Trustees, in which notice there shall be stated a date when such resignation shall take effect. The resignation shall take effect on the date specified in the notice unless a successor Trustee shall have been appointed at an earlier date, in which event, such resignation shall take effect immediately upon the appointment or election of such successor Trustee.

7. Removal of Trustees:

(a) Any Employer Trustee may be removed from office at any time by a majority vote of the Employers who at that time have obligated themselves to make contributions to the Fund for all programs provided by the Fund, and upon notification of such removal being given to the remaining Trustees and to the Union. Any Union

Trustee may be removed from office at any time by the Union, and upon notification of such removal being given to the remaining Trustees and to the contributing Employers.

(b) An Employer Trustee representing an Employer who is delinquent in its contributions to the Fund for two months or more shall automatically be removed as a Trustee and shall not be eligible to become a Trustee again until such employer makes timely payment of contributions for at least twelve consecutive months from the date of removal.

(c) An Employer Trustee or Union Trustee who is absent without reasonable cause in the judgment of the other Trustees from two or more consecutive duly called meetings of the Trustees, may be removed as a Trustee by a majority vote of the other Trustees.

8. Selection of Employer Trustees: In the event an Employer Trustee dies, becomes incapacitated to act, resigns, or is removed pursuant to Section 7 of this Article, a meeting of all participating Employer Trustees shall be called by the Plan Administrator upon reasonable notice to them to attend such meeting for the purpose of selecting a successor Employer Trustee, by majority vote. In the case of a tie, the successor shall be selected by the drawing of lots. Only employees of participating Employers shall be eligible to be selected as a Trustee at such meeting, and provided, however, that no such employee shall be eligible whose Employer has been delinquent in contributions to the Fund at any time during the preceding twelve months.

9. Selection of Union Trustees: In the event a Union Trustee dies, becomes incapacitated to act, resigns, or is removed pursuant to Section 7 of this Article, a successor Union Trustee shall immediately be appointed by the Union provided, however, such successor Union Trustee shall be either a member or retired member of the Union, an employee of the Union or an employee of the International Union UAW.

10. Equal Voting Rights of Employer and Union Trustees: It is the intention hereof that the Fund shall, at all times, be administered by an equal number of Employer and Union Trustees, but in case of vacancy, until the appointment of a successor Trustee or

Trustees, as hereinabove provided, the remaining Trustees shall have full power to act, provided that should such failure to immediately appoint a successor Trustee or Trustees result in there being less than an equal number of Employer or Union Trustees at any meeting of the Trustees, then the minority group Trustees shall be allowed the vote or votes of the vacated Trustee or Trustees, so that the voting rights of the minority group, Employer or Union Trustees, shall equal the majority.

11. Full Vested Rights of Successor Trustee: Any successor Employee Trustee or any successor Union Trustee shall immediately, upon his appointment as a successor Trustee and his acceptance of the Trusteeship in writing, become vested with all property rights, powers and duties of a Trustee as defined herein with like effect as if originally named as a Trustee.

12. Quorum at Trustee Meeting: Any action taken by the Trustees pursuant to this Agreement and Declaration of Trust shall be by a majority vote of the Trustees attending a duly called meeting of the Trustees. A quorum for any such meeting shall be at least one Employer Trustee and at least one Union Trustee, except as provided in Section 10 of this Article. Any and all actions taken at such meeting shall have the same force and effect as if taken by unanimous approval.

13. Calling Trustee Meetings: Meetings of the Trustees may be called by one Trustee upon the giving of at least two (2) days' written notice of the time and place of such meeting to the other Trustees. In all events, meetings of Trustees may be held at any time without notice if all the Trustees consent thereto. In case of absence, the present Union Trustee may cast the vote of the absent Union Trustee, similarly the present Employer Trustees may cast the vote of the absent Employer Trustee; provided, however, the absent vote may not be cast unless written authorization has been given by the absent Trustee.

14. Actions Taken Without Meetings: Actions pursuant to this Agreement and Declaration of Trust may also be taken without a meeting provided that any such action has the unanimous written approval of all the Trustees then in office.

15. Impartial Umpire: In the event of a deadlock between the Trustees, the matter out of which such deadlock arose may, within thirty (30) days thereafter, be submitted by any Trustee to an impartial umpire, to be selected by the New York State Mediation Board Office located at Buffalo, New York, to decide the matter or question in dispute, and the decision of such umpire shall be final and binding upon all parties to the dispute. The costs and expenses of any impartial umpire shall be borne by the Fund.

16. Deadlock at Meeting: A deadlock shall be deemed to exist whenever the Trustees, at a duly called meeting, are unable to reach an agreement on any matter or question therein presented, unless such matter or question is approved by a majority vote at such meeting. A deadlock shall also be deemed to exist whenever the lack of a necessary quorum of Trustees, as provided in section 12 of this Article, continues for two (2) successive meetings of the Trustees of which due written notice has been given.

17. Execution of Instrument: Except as hereinafter provided, in any instrument in writing executed by the Plan Administrator or Trustees, the Trust and the Trustees shall be bound by the signature of the Plan Administrator or any two (2) Trustees, provided that the signing Trustees shall be one (1) Employer Trustee and one (1) Union Trustee and all persons, firms, corporations or associations dealing with the Plan Administrator or Trustees shall be entitled to rely upon such signature or signatures as being authorization to bind the Trust and Trustees.

18. Election of Chairperson and Secretary: The Trustees shall elect from among their members, a chairperson and they shall appoint as secretary, the person who, from time to time, is employed as the Plan Administrator. The chairperson's term shall be for a period of five (5) years.

## ARTICLE V

### DUTIES OF EMPLOYERS

1. Employer Contributions: Each Employer shall pay to the Plan Administrator on behalf of the Trustees, the contributions provided for in the Collective Bargaining Agreement in force between the Employer and the Union.

2. Method of Payment:

(a) The payments of contributions of those Participating Employers and those who subsequently elect to participate herein shall commence and continue to be bound according to the terms provided in paragraph (b) and (c) below.

(b) Payments of contributions, however, shall be made together with a report of such contributions, no later than the 10th day of the month following the month in which contributions are generated. The Plan Administrator or Trustees, for good and sufficient cause, and in accordance with their uniform procedures, may allow a reasonable period of delay in making such payments after they become due and payable. At the Plan Administrator's request any Employer may be required to hand deliver checks and reports as stated herein.

(c) Late Payment Charge - In the Event the contributions are not made as outlined in paragraph (b) above, or in the event that good cause is not shown to the satisfaction of the Plan Administrator or Trustee for delay in making the payment, the Employer shall pay in addition to the amount due, a late payment charge, computed as follows:

- (1) 5 percent of the unpaid balance if contributions are not postmarked by the U.S. Postal Service by the 20th day of the month in which the contributions are due;
- (2) For each additional day thereafter, a daily late payment charge of .17 of 1 percent on the unpaid balance.

(d) In the event that contributions are not made as set forth in paragraph (b) and (c) above, and in the further event that a judgment for payment of such contributions is obtained by or on behalf of the Fund, the delinquent Employer, in the addition to the amount due, shall be subject to reasonable attorneys' fees and court costs, plus the greater of:

- (1) the sum of:
  - (a) interest on the amount due, computed with respect to each delinquent contribution at

the rate designated as its prime interest rate by the Manufacturers & Traders Trust Company, Buffalo, New York, for the period which includes the day such contribution was first due; plus

(b) the greater of:

(1) the amount determined pursuant to paragraph (c) above, if allowable pursuant to Federal and New York State law; or

(2) an amount equal to 20% of the unpaid contributions as liquidated damages; or

(2) interest on the amount due, computed with respect to each delinquent contribution at double the rate provided in sub-paragraph 1 (a) above.

(e) No Employer making contributions as stated herein shall be responsible for the contributions of any other Employer.

3. Reports: The Plan Administrator or Trustees, shall have the right to require such reports as they deem necessary or advisable for the administration of the Trust and each Employer shall promptly furnish to the Plan Administrator or Trustees, on demand, records of Employees, their names, social security numbers, the hours worked by each Employee and such other information as the Plan Administrator or Trustees, may reasonably require in connection with the administration of the Trust.

## ARTICLE VI

### POWERS AND DUTIES OF TRUSTEES

1. The Trustees shall have the following powers and duties:

(a) To demand, collect and receive Employer contributions to this Fund and to take such steps as may be necessary or desirable to effectuate the collection of such Employer contributions including the institution and prosecution of, or intervention in, any legal action or proceeding at law, in equity or in bankruptcy (and

the compromise or settlement of any such action or proceeding), and the employment of counsel in connection therewith. Any action or proceeding commenced by the Plan Administrator or Trustees, including, but not limited to, the collection of Employer contributions, may be instituted and prosecuted on behalf of the Fund. When any delinquent account is turned over to counsel for collection, the Employer shall pay, in addition to the amount owed, the cost of collection plus reasonable attorney's fees, as stated in Article V of this Agreement.

(b) To pay or provide for the payment of the cost and expenses (including counsel fees) or any legal action or proceeding which may be brought by or against the Plan Administrator or Trustees or any person acting on their behalf pursuant to their authority and instructions.

(c) To provide for retirement benefits directly, without underwriting the same through an insurance policy or annuity.

(d) To make such by-laws, rules and regulations, not inconsistent with the terms hereof, as they may deem necessary to carry out the purposes of this Trust and the provisions of this Agreement.

(e) To require any contributing Employer to furnish the Plan Administrator or Trustees with such information and reports as they may require in the performance of their duties under this Agreement and Declaration of Trust, and their by-laws, rules and regulations, and to authorize any of their agents, or representatives to enter upon the premises of any contributing Employer at all reasonable times during business hours to examine such books, papers and records of the Employer as may be necessary to determine whether said Employer has made full payment to the Trustees of the contributions payable by him to this Trust Fund, or to determine the record of employment of any employee claiming to be eligible for retirement benefits.

(f) To invest and reinvest the principal and income of the Fund and to keep the same invested without distinction between principal and income; provided, however, that investments and reinvest-

ments may be made only in such securities and investments and in the proportion which is legal for investment of trust funds in the State of New York, except that this restriction shall not be applicable in the event that the Trust fund engages a bank, insurance company, investment manager or an investment advisor registered pursuant to S203 of the Investment Advisors Act of 1940, or any amendment which may hereafter be made thereto, for the purpose of managing its investments.

(g) To make, execute and deliver any and all instruments in writing necessary or proper for the effective exercise of any of the powers stated herein, or otherwise necessary to accomplish the purposes of the retirement plan and this Trust Agreement.

2. All monies received by the Trustees shall be deposited in the name of the Fund in such bank or banks as may be selected by the Trustees for such purposes.

3. The Trustees shall keep true and accurate minutes of their proceedings and shall insure that true and accurate books and records are kept and are audited by a certified public accountant annually and at such other times as may be determined by the Trustees. The result of each of such audits shall be made available for inspection by interested persons at the principal offices of the Trust.

4. The Trustees, at least annually, shall review the funding procedure for the Plan of Benefits hereunder to insure the establishment and maintenance of such policies and methods as are consistent with the Plan's objectives and the providing of benefits as set forth therein.

5. The Trustees are authorized to employ, retain, engage and compensate such attorneys, accountants, actuaries, financial advisors and agents as they deem necessary, proper and desirable in the discharge of their duties as herein defined.

6. The Trustees are authorized to expend such amounts as they deem necessary, proper or desirable in the education of the Trustees, the Plan Administrator, the Participants and Employers of the Trust Fund in order that they may perform their obligations and duties as herein defined.

7. Between meetings of the Trustees, the Plan Administrator in his judgment, on behalf of the Trustees, shall have authority to perform the functions described in all the sections of this Article VI.

ARTICLE VII  
FIDUCIARY CAPACITY AND RESPONSIBILITY

1. Each fiduciary of the Trust shall discharge his duties hereunder solely in the interest of the Participants and their beneficiaries and for the exclusive purpose of providing benefits to Participants and their beneficiaries and defraying reasonable expenses of administering the Plan. Each fiduciary shall act with the care, skill, prudence and diligence under the circumstances that a prudent man acting in a like capacity and familiar with such matters would use in conducting an enterprise of like character and with like aims, in accordance with the documents and instruments governing the Plan, insofar as such documents and instruments are consistent with this standard.

2. Any person who is a fiduciary with respect to this Fund who breaches any of his responsibilities, obligations or duties shall be personally liable to make good to the Fund any losses resulting from such breach and to restore to the Fund any profits which have been made through improper use of the Plan assets. Liability under the terms of the Plan for breach of fiduciary duty shall be limited to the period of time during which the fiduciary was actually serving in this capacity with respect to this Plan and Trust.

3. In addition to any liability for a personal breach of fiduciary duty, a fiduciary of the Plan shall be jointly and severally liable for a breach of fiduciary responsibility of another fiduciary with respect to this Plan and Trust:

(a) If he participates knowingly in or knowingly undertakes to conceal an act or omission of such other fiduciary knowing such act or omission is a breach;

(b) If, by his failure to comply with this Article VII of this Trust in the administration of his specific responsibilities, he has enabled such other fiduciary to commit a breach; or

(c) If, having knowledge of a breach by another Plan fiduciary he does not make a reasonable effort under the circumstances to remedy the breach.

If an Investment Manager or Managers have been appointed pursuant to this Article VII, Section 9, no Trustee shall be liable for the acts or omissions of such Manager or be under any obligation to invest or otherwise manage any asset of the Fund which is subject to the management of such Investment Manager.

4. The Plan Administrator may purchase, as an authorized expense of the Plan, liability insurance for the Plan and/or for its fiduciaries, to cover liability or losses occurring by reason of the act or omission of a fiduciary, providing such insurance policy permits recourse by an insurer against the fiduciary in the case of a breach of fiduciary obligation by such fiduciary.

5. Any person or group of persons may serve in more than one fiduciary capacity with respect to this Plan, subject to the separate written acceptance of each fiduciary office.

6. Each fiduciary of the Plan and every person who handles funds or other property or assets of the Plan shall be bonded in accordance with the terms of and in the amount specified by the Employee Retirement Income Security Act of 1974 (PL 93-406) and the Regulations promulgated pursuant to the authority granted therein.

7. No person shall serve or be permitted to serve as an administrator, fiduciary, officer, trustee, custodian, counsel, agent or employee of this Plan or as a consultant to this Plan who has been convicted of any of the criminal offenses specified in S411 of the Employee Retirement Income Security Act of 1974, except in accordance with said law. No person shall knowingly permit any other person to serve in any such capacity in violation of this section.

8. Nothing in this Trust shall be construed to prevent any fiduciary from receiving any benefit to which he may be entitled as a Participant or Beneficiary in the Plan, so long as the benefit is computed and paid on a basis which is consistent with the terms of the Plan as applied to all other Participants and Beneficiaries.

Nor shall this Plan be interpreted to prevent any fiduciary from receiving any reasonable compensation for services rendered except as provided herein, or for the reimbursement of expenses properly and actually incurred in the performance of his duties with the Plan; except that no person so serving shall receive compensation from this Plan, if he already receives full-time pay from an Employer or the Union, except for reimbursement of expenses properly and actually incurred. A fiduciary is also entitled to serve in this capacity in addition to being an officer, employee, agent or other representative of any party in interest.

9. When an Investment Manager has been appointed, he is required to acknowledge in writing that he has undertaken a fiduciary responsibility with respect to the Plan.

In order to serve as an Investment Manager, a person must qualify as:

(a) A registered Investment Advisor under the Investment Act of 1940; or

(b) A bank, as defined in that Act; or

(c) An insurance company duly authorized to perform such services under the laws of more than one state; or

(d) In any other manner determined by any regulations issued pursuant to authority granted by the Employee Retirement Income Security Act of 1974 (PL 93-406).

10. With respect to the Plan and Trust assets, no fiduciary shall engage in any self-dealing nor use any of the Plan assets for his own benefit, directly or indirectly, nor engage in any of the prohibited transactions with disqualified persons or parties-in-interest as those terms and transactions are defined by the Employee Retirement Income Security Act of 1974 and the regulations promulgated pursuant thereto.

11. When necessary to protect the interests of the Plan or any Participant or Beneficiary, a fiduciary shall seek the assistance of such civil or criminal courts or competent jurisdiction or such regulatory or administrative agencies as may be appropriate under the circumstances.

ARTICLE VIII  
PLAN ADMINISTRATOR

1. The Trustees may designate a person or persons to serve as Plan Administrator and successor Administrators as required who shall signify their written acceptance of this responsibility as a named fiduciary of the Trust. If no person is so designated, and at times when no designated individual is occupying the position of Plan Administrator, all references in the Plan and Trust to the Plan Administrator shall be deemed to refer to the Trustees, collectively.

2. The Plan Administrator, may resign at any time by delivering to the Trustees a written notice of resignation to take effect at a date specified therein, which shall not be less than thirty (30) days after the delivery thereof, unless such notice shall be waived.

3. The Plan Administrator may be removed with or without cause by the Trustees by delivery of written notice of removal to take effect at a date specified therein, which shall be not less than thirty (30) days after the delivery thereof, or in lieu of such period, the Trustees may remove the Plan Administrator immediately, paying him for his services for a like period, provided, however, that if a contract exists, the Trustees must pay the Administrator for the full remaining term of his contract.

4. As a named fiduciary, the Plan Administrator may engage agents to assist him in carrying out his functions as herein defined.

5. The Plan Administrator may appoint, in writing, an Investment Manager or Managers and delegate to him the authority to manage, invest and/or reinvest all or any part of the Trust assets. With regard to the assets entrusted to his care, the Investment Manager shall provide written instructions and directions to the Plan Administrator who shall in turn be entitled to rely upon such written direction. This appointment and delegation shall be evidenced by a signed written agreement which must be retained with the other Plan documents.

6. The primary responsibility of the Plan Administrator is to administer the Plan for the exclusive benefit of the Participants and their Beneficiaries, subject to the terms of the Plan.

7. The Plan Administrator shall construe the Plan and determine all questions of interpretation or policy in a manner not inconsistent with this Trust and his construction or determination in good faith shall be final and conclusive.

8. The Plan Administrator may correct any defect, supply any omission or reconcile any inconsistency in such manner and to such extent as shall be deemed necessary or advisable to carry out the purpose of this Trust; provided, however, that any interpretation or construction shall be done in a non-discriminatory manner and shall be consistent with the intent that the Plan shall continue to be deemed a qualified Plan under the terms of S401 of the Internal Revenue Code of 1954, as amended from time to time, and shall comply with the terms of the Employee Retirement Income Security Act of 1974 (PL 93-406) and all regulations issued pursuant thereto. The Plan Administrator shall have all powers necessary or appropriate to accomplish his duties under the Plan.

9. The Plan Administrator shall be charged with the duties of the general administration of the Plan, including, but not limited to, the following:

(a) To determine all questions relating to the eligibility of Employees to participate in or remain a Participant hereunder;

(b) To compute, certify and advise the Trustees with respect to the amount and kind of benefits to which any Participant shall be entitled;

(c) To authorize and advise the Trustees with respect to all disbursements from the Trust;

(d) To maintain all the necessary records for the administration of the Plan;

(e) To interpret the provisions of the Plan and to make and publish such rules for regulation of the Plan as are not inconsistent with the terms hereof;

(f) To determine the size and type of any contract to be purchased from an insurer for any participant.

(g) To compute and certify to the Trustees initially and from time to time the sums of money necessary to be contributed to the Fund;

(h) To advise the Trustees regarding the short and long-term liquidity needs of the Plan in order that the Trustees might direct its investments accordingly;

(i) To advise and counsel the Trustees with respect to all investments of the principal and income and other matters concerning the Trust corpus;

(j) To advise, counsel and assist any participant regarding any rights, benefits or elections available under the Plan.

10. The Plan Administrator shall also be responsible for preparing and filing such annual disclosure reports and tax forms as may be required from time to time by the Secretary of Labor or the Secretary of the Treasury under the authority granted by the Employee Retirement Income Security Act of 1974 (PL 93-406) and any regulations issued pursuant thereto.

11. The Plan Administrator must furnish to each Participant covered under the Plan and to each beneficiary who is entitled to receive benefits under the Plan such information and reports under such circumstances as may be required by law or under the terms of the Plan.

12. The Plan Administrator shall make copies of the Plan description and the latest annual report and any bargaining agreement, trust agreement, contract or other instruments under which the Plan was established or is operated available for examination by any Plan Participant or Beneficiary in the principal office of the Plan Administrator.

13. Whenever it is determined by the Plan Administrator to be in the best interest of the Plan and its Participants or Beneficiaries, the Plan administrator may request such variances, deferrals, extensions or exemptions or make such elections for the Plan as may be available under the law.

14. The Plan administrator shall be responsible for procuring bonding for any persons dealing with the Plan or its assets as may

be required by law and shall be subject to all the terms and restrictions on fiduciaries as further explained in Article VII of this Trust.

15. To enable the Plan Administrator to perform his functions, all Employers shall supply full and timely information to the Plan Administrator on all matters relating to the compensation of all participants, their continuous regular employment, their retirement, death, disability or termination of employment, and such other pertinent facts as the Plan Administrator shall require; and the Plan Administrator shall advise the Trustees of such of the foregoing facts as may be pertinent to the Trustees' duties under the Plan. the Plan Administrator is entitled to rely on such information as supplied by the Employer.

16. In the event that more than one person is serving as Plan Administrator, the Trustees shall designate the persons or combinations of persons, if less than all, signatures of whom may be accepted by any interested party as conclusive evidence that the Trustees have duly authorized the actions set forth in any writing, document or instrument as representing the will of and binding upon the Trust Fund. No person receiving such documents or written instructions and acting in good faith and in reliance thereon shall be obliged to ascertain the validity of such action under the terms of the Plan and Trust Agreement.

ARTICLE VIII  
PLAN OF BENEFITS

1. The detailed basis on which payment of benefits is to be made pursuant to this Agreement and Declaration of Trust shall be specified in writing in a Plan of Benefits adopted by the Trustees, subject, however, to such change or modification by the Trustees, from time to time, as they, in their discretion, may determine.

2. The Agreement and Declaration of Trust and the Plan of Benefits are created pursuant to Section 302(c) of the Labor Management Relations Act of 1947 as amended.

3. The Plan adopted by the Trustees shall be such as will qualify for approval under Section 401(c) of the Internal Revenue Code and will continue as a qualified Plan so as to insure that the Employer contributions to the Plan are proper deductions for income tax purposes and so that the Trust is exempt from Federal Income Tax under Section 501(a) of said code.

4. The Trustees or the Plan Administrator, on behalf of the Trustees, are authorized to make whatever applications are necessary with the Internal Revenue Service to receive and maintain approval of the Plan.

ARTICLE IX  
APPEAL PROCEDURES

In the event a Participant's or Beneficiary's claim for benefits is denied by the Plan Administrator or Board of Trustees, a written notice of denial will be sent to the aggrieved party. Such written notice shall include the reasons for the denial and the appeal procedure, which is as follows:

(a) The appeal must be made by the aggrieved party or his representative to the Board of Trustees within thirty (30) days from the denial of his claim for benefits. If the appeal is not made within such thirty (30) days, the decision of the Plan Administrator and/or the Board of Trustees shall be absolute.

(b) If a timely written notice of appeal is received, the Administrator shall notify the Participant and/or his Representative of the time, place and date to appear before the Board of Trustees. The Fund office record of date of receipt is binding upon the Participant and said Fund. At the Trustees' Meeting, the Participant and/or his Representative shall have the right to review and present the appeal from the Administrator's decision.

(c) After the case is reviewed by the Trustees, the aggrieved party and/or his representative will be given a written notice of the Trustees' decision, including the reasons thereof, within sixty (60) days from the time the hearing is held.

ARTICLE X  
TERMINATION OF PARTICIPATING EMPLOYER

1. Cessation of Participation

An Employer shall cease to participate in this Agreement and Declaration of Trust upon the cessation of the Employer's obligation to contribute under any Collective Bargaining Agreement, upon the termination of his business, or upon the occurrence of any event, which is a complete withdrawal resulting in Withdrawal Liability under Section 4201 of the Employee Retirement Income Security Act of 1974, as amended by the Multiemployer Pension Plan Amendments Act of 1980. In addition, an Employer shall be deemed to have ceased to participate in part upon the closing of any facility which is a part of his business, or upon the occurrence of any other event which is a partial withdrawal resulting in such Withdrawal Liability.

2. Computation of Withdrawal Liability

Upon any such cessation of participation which results in a Withdrawal Liability, the Plan Administrator, with actuarial advice as necessary, shall compute the amount of such Withdrawal Liability in the manner prescribed by paragraphs (1), (2), (3) and (4) of Section 4211(b) of the Employee Retirement Income Security Act of 1974, as amended. In addition, in any instance in which substantially all the Employers in the Plan cease to participate, the Plan Administrator shall recompute the Withdrawal Liability and payment schedules of all Employers who ceased to participate in the Plan at any time during the three (3) calendar years immediately preceding the calendar year in which substantiall all such Employers ceased to participate.

3. Withdrawal Liability Payment Schedule

The Plan Administrator shall also establish a payment schedule providing for quarterly installments in accordance with the terms of that Act, and for this purpose, Section 4219(c)(1)(C)(i) thereof shall be modified as provided in Section 4219(c)(1)(C)(iii). The Plan Administrator shall notify the

Employer or all the Employers, as the case may be, concerning his or their Withdrawal Liability and the payment schedule established by the Plan Administrator as hereinabove provided, and shall take the steps necessary to enforce payment in accordance with the terms of such schedule.

4. Changes in Business Structure and Bonding

In order to effectuate the provisions of this Article, each Employer shall inform the Plan Administrator of any change in its business structure, and of any sale or pending sale of its business or the assets of its business, including the identity of the purchaser and the terms of any such sale or pending sale. Any such purchaser who becomes an Employer shall provide a bond or escrow arrangement which meets the requirements of Section 4204 of the Employee Retirement Income Security act of 1974, as amended by the Multiemployer Pension Plan Amendments Act of 1980.

ARTICLE XI

SUCCESSOR PLAN AND MERGER OR CONSOLIDATION OF PLANS

1. In the event of the dissolution, merger, consolidation or reorganization of the Plan and Trust, provision may be made by which the Plan and Trust will be continued by the successor Plan. In that event, such successor Plan shall be substituted for the present Plan. The substitution of the successor Plan shall constitute an assumption of Plan liabilities by the successor and the successor shall have all of the powers, duties and responsibilities of the prior Plan.

2. In the event of any merger or consolidation of the Plan with, or transfer in whole or in part of the assets and liabilities of the Trust Fund to another trust fund held under any other plan of deferred compensation maintained or to be established for the benefit of all or some of the Employees of the Plan, the assets of the Trust Fund applicable to such Employee shall be transferred to the other trust fund only if:

(a) Such merger or transfer satisfies the requirements of the appropriate provisions of the Employee Retirement Income Security Act of 1974, as amended by the Multiemployer Pension Plan Amendments Act of 1980;

(b) Such other plan and trust are qualified under Sections 401(a) and 501(a) of the Internal Revenue Code.

## ARTICLE XII

### GENERAL

#### 1. Amendments:

(a) This Agreement and Declaration of Trust may be amended to any extent at any time or from time to time by the majority vote of the Trustees, except that no amendment shall divert the Fund as then constituted, or any part thereof, to a purpose other than as set forth in Article III of this Agreement and Declaration of Trust, nor shall there be any amendment as a result of which there would not be an equal number of Employer Trustees and Union Trustees, nor shall there be an amendment as a result of which would have the effect of altering the objectives of this Agreement and Declaration of Trust as set forth in Article III. A deadlock under this Article is not subject to Article IV, Section 15.

(b) Any action taken by the Trustees pursuant to Section 1 of this Article XII may be taken at a meeting duly called in accordance with the provision of Section 13 of Article IV or, if no meeting is called, action may be taken pursuant to Section 14 of Article IV.

(c) The Plan Administrator or Trustees shall immediately notify any insurance carrier, Trustee or investment manager of any amendment or amendments to this Agreement and Declaration of Trust and shall forthwith furnish said Company with a properly executed copy of any such amendment or amendments.

#### 2. Miscellaneous Provisions:

(a) Any insurance carrier, Trust or investment manager selected shall not for any purpose be deemed a party to this Agree-

ment or Trust or be responsible for the validity or sufficiency thereof. The obligations of such party shall be measured and determined solely by the terms and conditions of the Contract or Contracts issued by it, and there shall be no obligations to any person, partnership, corporation or association other than stated in such contracts.

(b) No person, partnership, corporation or association dealing with the Plan Administrator or Trustees shall be obliged to see to the application of any funds or property of the Trust, or to see that the terms of the Trust have been complied with or be obliged to inquire into the necessity or expediency of any act of the Plan Administrator or Trustees, shall be conclusive in favor of any person, partnership, corporation or association relying thereon that:

- (1) At the time of the delivery of the said instrument, the Trust was in full force and effect.
- (2) Said instrument was effected in accordance with the terms and conditions of this Trust;
- (3) The Plan Administrator or Trustees were duly authorized and empowered to execute such Trust.

(c) In the event that any portion of this Trust shall be construed by a court of competent jurisdiction to be illegal or unenforceable, said decree shall affect only such provisions as are referred to and all of the other provisions in said Trust shall be enforceable as to each of the parties hereto.

3. Title of Fund: No Employee or any person claiming by or through the Employee by reason of having been named a beneficiary in the Plan of Benefits established by the Fund or in a certificate of insurance or otherwise, nor any Employer or Union or any person or persons claiming by or through them shall have any right, title, interest or claim, legal or equitable in or to the Fund, or any part thereof, except to the extent as is provided in the Plan of Benefits

established by the Fund and/or Policy or Policies of insurance purchased by the Plan Administrator or Trustees pursuant to the provisions of this Trust.

4. No Assignment of Benefits: No Employee shall have the right to assign his benefits or to receive a cash consideration except as specifically provided for in the Plan of Benefits established by the Fund and/or Policy or Policies of Insurance purchased by the Plan Administrator or Trustees pursuant to the provisions of this Trust. Title to the Fund shall vest in other Trustees subject to the terms and conditions of this Trust.

Collective Bargaining Agreement: Notwithstanding anything herein contained, this Trust shall at all times be subject to the terms and conditions of the Collective Bargaining Agreement between the Union and the Employers and no amendments hereto shall be contrary or to supersede the said Collective Bargaining Agreement.

#### ARTICLE XIII

##### SITUS AND CONSTRUCTION

This Agreement and Declaration of Trust is created and accepted in the City of Buffalo and State of New York. All questions pertaining to its validity, construction and administration shall be determined in accordance with the laws of such State and any other applicable Federal statutes.

#### ARTICLE XIV

##### TERMINATION OF TRUST

1. Termination: This Agreement and Declaration of Trust may be terminated by a majority vote of the Trustees, but notwithstanding anything herein to the contrary, such termination may only occur in the event of the transfer of all Fund assets to a successor trust, or at a point in time subsequent to the later of:

(a) the termination of the Plan of Benefits or Trust or both as established herein and,

(b) the payment of all assets of the Trust to employees and their beneficiaries pursuant to such Plan of Benefits.

2. Notification: Upon termination of either the Plan of Benefits or the Trust, or both, the Trustees shall forthwith notify each Employer, Insurance Carrier, Investment Manager and any other person or appropriate agency deemed proper by the Trustees to receive notification of such termination.

IN WITNESS WHEREOF, The Trustees have caused their names to be subscribed on this 30th day of July, 1985, pursuant to Article XII of the Agreement and Declaration of Trust.

EMPLOYER TRUSTEES

Alfred J. Assad  
Paul  
John H. Coleman

UNION TRUSTEES

SC Ochoniska  
Edward Zujewski  
Stanley Kaminski

I HEREBY CERTIFY that the above is a true copy of the Restatement of Agreement and Declaration of Trust of the Local 55 U.A.W. Area Wide Retirement Income Fund, which was unanimously adopted by the Board of Trustees on July 30th 1985, by means of a telephone call made by the Administrator, Charles Cina, to each of the Trustees.

Charles Cina  
Charles Cina, Administrator &  
Secretary, Board of Trustees

DATED: 7-30-85