

**Amended and Restated Plan Document for
The United Furniture Workers Pension Fund A
(hereinafter, the “Pension Fund” or the “Plan”)**

Effective MARCH 1, 1962
As Amended through February 16, 2024

PREAMBLE

This Plan, established pursuant to collective bargaining agreements reached between the Communications Workers of America, AFL-CIO or through any of its affiliated Local Unions, and employers in the furniture, piano, bedding, and allied trades, participating in the Plan, provides pensions for employees represented by the Union or any of its affiliated Local Unions who were, currently are or shall in the future be employed by the employers participating in the Plan. Responsibility for the general administration of the Plan is placed in a Board of Trustees having equal representation from the Union and any of its affiliated Local Unions and the employers participating in the Plan. All contributions are paid over to the Board of Trustees to be held in trust, invested, and disbursed for the exclusive benefit of participants in the Plan and Pensioners. Effective March 1, 2009, and as amended from time, the Board of Trustees have adopted and maintained a Rehabilitation Plan, which is set forth in Appendix A hereto and which is fully incorporated into this Plan document.

This amended and restated Plan document sets forth the provisions of the Plan as of February 16, 2024 and intentionally omits prior Plan provisions that are no longer in effect, including the Benefits Suspension and Partition that are described in this Preamble below solely for historical purposes, but which are no longer in effect.

On August 31, 2017, the Pension Benefit Guaranty Corporation (“PBGC”) issued an Order Partitioning the United Furniture Workers Pension Fund A (“Partition Order”) pursuant to ERISA section 4233 in connection with the Pension Fund’s partitioning of certain liabilities from the Pension Fund. In addition, on August 31, 2017, the United States Department of Treasury issued a Final Authorization pursuant to section 432(e)(9) of the Internal Revenue Code (“Final Authorization”) authorizing the Pension Fund to suspend pension benefits in a manner consistent with the terms of the Final Authorization and applicable law. The Pension Fund was amended to effectuate the directives of the Partition Order and the Final Authorization.

On March 11, 2021 the American Rescue Plan Act (“ARPA”) was signed into law. Among other things, ARPA established the Special Financial Assistance Program, whereby the PBGC provides payments to financially troubled multiemployer pension plans that meet certain requirements. The Pension Fund applied for and has now received special financial assistance under the Special Financial Assistance Program. The Pension Fund’s Plan Document has been amended pursuant to 29 C.F.R. section 4262.9(c)(2) to remove any provisions or amendments that were required to be adopted under the Partition Order, which amendments are now in effect.

Effective May 24, 2023, the Plan's Benefit Suspension and Partition were rescinded in their entirety. On that date, in accordance with the provisions of ARPA, the Plan received special financial assistance from the PBGC that was designed to permit the Plan to become fully funded on a long-term basis. As a result of receiving this special financial assistance, the Benefits Suspension was rescinded, retroactive to September 1, 2017, and, in accordance with ARPA, all Plan participants whose pension benefits were reduced by the Benefits Suspension and were still living as of May 24, 2023 were entitled to a "Make-Up" payment from the Plan that is equal to the total amount of pension benefits that had been reduced as a result of the Benefits Suspension and to have their full pension restored. In addition, effective May 24, 2023, the Partition Order from the PBGC was rescinded and the Successor Pension Fund was merged back into the Plan. Both the Benefits Suspension and the Partition have been eliminated on a retroactive basis and will have no impact on the payment of pension benefits from the Plan.

Section I.

DEFINITIONS

(1) "Employee" means a person who is in a collective bargaining unit represented by the Union or any of its affiliated Local Unions and who is in the employ of any one of the participating employers.

Any Employee of the Union, this Fund, or any related organization shall be deemed to be an Employee as of the first day for which his employer makes a contribution to this Fund with respect to such employee.

(2) "Participating Employer" means anyone of the employers in the furniture, piano, bedding and allied trades having collective bargaining agreements with the Union or any of its affiliated Local Unions and authorized by the Board of Trustees to participate in the Plan upon appropriate action by the Employer acceptable to the Board of Trustees.

The Union, as hereinafter defined, this Pension Fund or any other related organizations shall be deemed to be Participating Employers hereunder solely and exclusively for the purpose of permitting said Union, Fund or other related organizations to contribute to this Pension Fund on behalf of all its employees.

(3) "The Union" means the Communications Workers of America, AFL-CIO or any of its affiliated Local Unions or a substituted or successor International Union or Local Union. Any action under the Plan by the Union, shall be as certified by the President of the Union, and the Board of Trustees shall be fully protected in acting upon such certification.

(4) "Board of Trustees" means the Board of Trustees provided for in the Plan which is responsible for the administration of the Plan, including among other things, the collection, deposit and disbursement of funds. The Union and the Participating Employers shall have equal representation on the Board of Trustees.

(5) "Contributions" means the monthly payment to the Fund by Participating Employers of such amounts as may be provided for in collective bargaining agreements between the Union and the Participating Employers, as herein defined, or as they may hereafter be amended; in the case of the Union, this Pension Fund or any other related organizations deemed

to be Participating Employers, the amount of contributions shall be governed by agreement between such organizations and the Board of Trustees. The words “Contributions are made” that hereinafter are used shall mean “Contributions due by Participating Employers of such amounts as may be provided for in a collective bargaining agreement between the Union and the Participating Employer.”

(6) “Pensioner” means a Participant in the Pension Fund who retires or reaches Normal Retirement Age under the Plan as the context permits, including, without limitation, as used in Section V.

(7) “Fiscal Year” means the 12-month period beginning with the first day of March in any calendar year and ending with the last day of February of the next calendar year.

(8) “Actuarial Value” or “Present Value” or “Actuarial Equivalent” shall have the meaning set forth below:

For lump sum distributions made on or before February 29, 2008, present values will be calculated using the applicable interest rate and mortality table. The applicable interest rate for a distribution in a fiscal year is the interest rate on 30-Year Treasury securities for the month of November in the fiscal year preceding the fiscal year of the distribution. The applicable mortality table is the mortality table prescribed by the Internal Revenue Commissioner used to determine reserves for group annuity contracts.

For lump sum distributions made on or after March 1, 2008, present values will be calculated using the applicable interest rate and mortality table. For this purpose, the applicable interest rate is the minimum present value segment rates as required by the transitional rate provided in Code Section 417(e)(3)(D) as specified by the Internal Revenue Commissioner for the month of November in the fiscal year preceding the fiscal year of the distribution, or such other interest rate or rates published by the Internal Revenue Commissioner for the purposes of the determination of actuarial value subject to Code Section 417(e). The stability period, within the meaning of Treasury Regulation Section 1.417(e)(1)(d)(ii) shall be the Pension Fund’s fiscal year. The applicable mortality table for a fiscal year is the table prescribed for use in that year in Regulations under Code Section 417(e).

For distributions made on or after January 1, 2009, except for lump sum distributions, present values will be calculated on the basis of the RP 2000 Mortality Table (set forward 5 years for Disabled lives) and a 7 percent interest rate. The value shall be superseded if the amount is exceeded by the Accrued Benefit applied to the Actuarial Value determined as of December 31, 2008.

(9) “Corporate Trustees” means the bank or trust company that holds and/or invests such funds of the Plan as the Board of Trustees may from time to time turn over to the Corporate Trustee for investment. The determination of the amount or amounts, if any, to be so turned over to the Corporate Trustee, shall rest in the sole discretion of the Board of Trustees.

(10) “Agreement and Declaration of Trust” means the Trust Indenture made and entered into the tenth day of October, 1962, in the City of New York and State of New York by

and between Charles Rosenbaum and Frank R. Burrell, Employer Trustees and Morris Pizer and Max Weinstock Union Trustees, as amended.

(11) “Beneficiary” means the person designated by a Participant or Survivor Annuitant to receive any monies due to the Participant or Survivor Annuitant at the date of his death or becoming due by virtue of his death. Every Participant or Survivor Annuitant shall be given an opportunity to designate a beneficiary. If a married Participant names a beneficiary other than the Participant’s spouse, then the spouse must consent in writing to that designation. However, in the event a Participant or Survivor Annuitant fails to make a designation, or in the event the designated beneficiary or beneficiaries predecease the Participant or Survivor Annuitant, then the Trustees shall pay all such monies to the spouse. If there be no spouse surviving; to the children, per stirpes. If there be no children surviving, to the parents. If there be no parent surviving, to the Personal Representative of the deceased Participant or Survivor Annuitant. If any beneficiary is an infant, the monies due such beneficiary shall be paid to a duly appointed Trustee.

Where appropriate, the words used in this instrument in the singular shall include the plural; the masculine, the feminine.

(12) “Applicable Effective Date” means such date after March 1, 1962 on which a Participating Employer, as herein defined, shall first become obligated to make Contributions to the Fund on behalf of a class of employees pursuant to an agreement between the Union and the Participating Employer.

(13) “Hour of Service.” Each employee will be credited with an Hour of Service for:

(a) Each hour for which an Employee is directly or indirectly paid or entitled to payment by the Employer for the performance of duties. These hours shall be credited to the Employee for the computation period or periods in which the duties are preformed; and

(b) Each hour (up to a maximum of 501 hours) for which an Employee is directly or indirectly paid or entitled to payment by the Employer for reasons (such as vacation, sickness, or disability) other than for the performance of duties. These hours shall be credited to the Employee for the computation period or periods in which payment is made or amounts payable to the Employee become due; and

(c) Each hour for which back pay, irrespective of mitigation of damage, has been either awarded or agreed to by the Employer. These hours shall be credited to the Employee for the computation period or periods to which the award or agreement pertains rather than the computation period in which the award, agreement or payment was made.

(d) An Employee shall receive 190 hours of credit for each month during which any contributions were made on his behalf.

(e) Each hour (up to a maximum of 501 hours) for which an Employee is absent due to the Participant’s (1) pregnancy, (2) childbirth, (3) adoption of a child, or (4) childcare immediately after the birth or adoption of a child. These hours would be credited in the calendar year in which an absence begins only if necessary to prevent a Break-in-Service;

otherwise the hours would be credited to the following calendar year. If the number of hours of absence cannot be determined, then each day of absence shall equal 8 hours of service.

(f) The method of determining the number of hours and the method of crediting such hours to computation periods shall conform to Section 2530, 200b – 2(b) and (c) of the Department of Labor regulations. Effective December 12, 1994, notwithstanding any provision to the contrary, contributions, benefits, and service credits with respect to qualified military service will be provided in accordance with IRC Section 414(u).

(14) “Normal Retirement Age” shall mean the earlier of the 5th anniversary of the time the Participant commenced participation in the Plan or the time he acquires 5 years of credited service (10 years of credited service if the Participant did not have one hour of service on or after March 1, 1998) which includes at least 36 months of Contributions on the Participant’s behalf, but in no event earlier than age 65. “Credited Service” shall mean the sum of Past Service, Effective Service, Future Eligibility Service, and Non-Covered Contiguous Employment Credit, as defined in Section III.

Unless the Participant otherwise elects, benefits will commence not later than the 60th day after the later of the close of the Plan year in which the Participant attains Normal Retirement Age or terminates service in the Plan.

(15) “Compensation” shall mean: the amount as defined in Treasury Regulation Section 1.415(c)-(2)(d)(4) (e.g., amounts reported in Box 1 of Form W-2, plus amounts that would be reported as wages but for an election under Code Section 125(a), 132(f)(4), 402(e)(3), 402(h)(1)(B), 402(k) or 457(b)), but not in excess of \$345,000 (as adjusted in accordance with Section 415(d) of the Code) for any Plan Year or calendar year, as applicable. Such amount shall not include any severance pay, whether paid before or after a Participant’s termination of employment. In addition, such amount shall not include other compensation paid after an individual’s termination of employment, except that to the extent that the following amounts are otherwise included in the definition of compensation and are paid no later than the date which is 2 ½ months after termination of employment, such amounts paid after a Participant’s termination of employment shall be deemed compensation: regular pay, including compensation for services during regular working hours, overtime, shift differential, commissions, bonuses or other similar payments, and payment for unused accrued sick, vacation or other leave, but only if the Participant would have been able to use the leave if employment had been continued. The rules described above with respect to post-employment payments shall not apply to payments to an individual who does not currently perform services for the Employer by reason of qualified military service, to the extent such payments do not exceed the compensation such individual would have received from the Employer if he or she had continued to perform services for the Employer.

For periods prior to October 30, 2009, if compensation is used to determine contributions to the Plan on behalf of a Participant, it shall be limited to \$200,000 for any Plan year beginning before January 1, 1994. For Plan year beginning on or after January 1, 1994, the annual limit shall be \$150,000, as adjusted for increases in the cost-of-living in accordance with Section 401(a)(17)(B) of the Internal Revenue code. Compensation means gross wages, consisting of total salary and wages before taxes paid to Employees. Effective January 1, 1998,

compensation shall include any elective deferrals under IRC Sections 125 or 457. Effective January 1, 2001, it shall also include any elective amounts not included in the gross income of the Employee by reason of IRC Section 132(f)(4).

(16) “Required Beginning Date” means (a) for Pensioners who attain age 70 ½ prior to January 1, 2020, the April 1 of the calendar year following the calendar year in which the Pensioner attains age 70 ½, and (b) for Pensioners who attain age 70 ½ after December 31, 2019, the April 1 of the calendar year following the calendar year in which the Pensioner attains age 72.

(17) “Top-Heavy” is defined in Section XIV and applies to the Plan through the relevant Code sections and applicable regulations.

(18) “Key Employee” means a current or former employee who at any time during the Plan Year containing the determination date is or was: (a) a 5% owner of the Employer, (b) an officer of the Employer whose compensation exceeds \$130,000 (as adjusted under Code Section 416(i)(1) for Plan Years beginning after December 31, 2002; or (c) a 1% owner of the Employer who has annual compensation greater than \$150,000. The rules of subsections (b), (c) and (m) of Code Section 414 do not apply for purposes of determining whether a person is a key employee.

(19) “Delayed Onset Pensioner” as used in Section IV(L) means a Participant who, on or before April 30, 2022, delayed the onset of his or her pension benefits after Normal Retirement Age.

(20) “VCP Application” as used in Section IV(L) means the application for Voluntary Correction Program filed by the Pension Fund with the Internal Revenue Service on July 25, 2022.

(21) “VCP Filing Date” as used in Section IV(L) means July 25, 2022.

(22) “Corrective Distribution” as used in Section IV(L) means a distribution payable to an Eligible Payee in accordance with the proposed correction method described in the VCP Application.

(23) “Eligible Payee” as used in Section IV(L) means a Delayed Onset Pensioner (or his/her survivor annuitant or designated beneficiary) who was alive as of the VCP Filing Date. If the Eligible Payee is a designated beneficiary applying for a Corrective Distribution death benefit, the Eligible Payee shall be required, as a condition of receiving said death benefit, to execute and provide to the Pension Fund a Release and Waiver of Claims in the form and in the manner required by the Pension Fund.

(24) “Accrued Benefit” – As of any date, the Normal Pension as determined under section IV based upon service to date.

(25) “Limitation Year” – The Limitation Year for purposes of paragraph XIII shall be the Fiscal Year.

Section II.
PARTICIPATION

A. Every Employee shall become a participant of the Plan (“Participant”) as of the date on which his or her Employer is obligated to begin contributions to the Fund on his or her behalf.

B. A Participant shall cease to be a Participant and incur a Break-in-Service as follows:

(1) If for any reason he is not employed by a Participating Employer during any period of two successive calendar years. Hours credited under paragraph (13) of Section I. are to be considered periods or employment by a Participating Employer.

(2) If he dies prior to retirement.

(3) If he retires under the Plan.

C. A participant on an authorized leave of absence from the service of his Participating Employer, while engaged in Union business, shall remain a Participant provided contributions at the rate currently in effect for employees of such Participating employer are made on his behalf in a manner acceptable to the Board of Trustees during such leave of absence.

D. A Participant or Pensioner shall file such information as the Trustees may require in order to establish his eligibility for benefits before he shall be entitled to any benefits under the plan.

E. If a Participant who is not eligible for a Deferred Pension as defined in Section IV.C. incurs a number of consecutive Breaks-in-Service equal to or exceeding the greater of five years or the number of years of Credit for Service as defined in Section III that he has previously accumulated, he shall forfeit all Credit for Service prior to and including such Break-in-Service. In determining consecutive Breaks-in-Service, after the initial Break-in-Service (not employed by a Participating Employer during any period of two successive calendar years), a Break-in-Service for determining consecutive Breaks-in-Service will occur during any calendar year where the Participant was not employed by a Participating Employer.

Section III.
CREDIT FOR SERVICE

A. Past Service:

For Eligibility Purposes:

An Employee who was in the employ of a Participating Employer on the Employer’s Applicable Effective Date, as herein defined, shall after 36 months of Contributions have been made on his behalf, be credited with a year of Past Service during any calendar year prior to such Applicable Effective Date during which he was employed for at least six months.

An Employee who was eligible to receive years of Past Service as defined above shall be credited with Past Service for calculation of benefit purposes, computed to the nearest one-

twelfth year, for each year or portion thereof of his employment with a Participating Employer prior to the Applicable Effective Date, as herein defined.

An Employee who was employed by a Participating Employer prior to the Employer's Applicable Effective Date, but who immediately prior to the Applicable Effective Date was on an authorized leave of absence from the service of such Participating Employer while engaged in Union business, shall receive Past Service as defined in this paragraph for each year or portion thereof of his service with such Participating Employer and for each year or portion thereof of such authorized leave of absence prior to the Applicable Effective Date.

In case an Employee had two or more periods of service, only the last continuous period of service will be considered.

Anything herein to the contrary notwithstanding, in addition to the years of Past Service Credits a participant receives based on a merger agreement, a participant shall receive credit for years during which contributions were made on his behalf to this Plan or any other Plan which merged into this Plan. However, in determining whether such additional years of service will be granted, the Break-In-Service rule of Section II.B. shall apply.

Notwithstanding anything to the contrary contained in this Plan, in the event any Participating Employer ceases to be a Participating Employer or reduces the rate of contributions to the Plan, the Trustees shall have an evaluation made of the actuarial significance of such cessation or reduction of Employer Contributions and shall reduce or entirely eliminate the years of Past Service of such Participants as remain in the employ of such Employer, as the Trustees shall determine to be in the best interests of the Plan and its Participants. Such years of Past Service shall be reduced or eliminated for purposes of calculating the Normal Pension as provided in Section IV.A., but such years of Past Service shall continue to be counted for determining eligibility for benefits. A Participant shall be deemed to have remained in the employ of the Participating Employer for purposes of this Section if he is employed by the Participating Employer more than thirty (30) days after the date a majority of the Trustees vote to reduce or eliminate the years of Past Service pursuant to this Section.

B. Effective Service: An Employee who is a Participant on July 1, 1974 shall be credited with Effective Service at the rate of one-twelfth year for each month between the date Contributions were first made on his behalf and January 1, 1971.

C. Future Eligibility Service: An Employee shall be credited with a year of Future Eligibility Service during any calendar year for which Contributions are made to the Fund by a participating Employer on and after January 1, 1971 for at least 1,000 hours. No credit will be allowed during any calendar year during which Contributions are made on an Employee's behalf for less than 1,000 hours.

D. Future Calculation Service: An Employee shall be credited with Future Calculation Service at the rate of one-twelfth year for each month for which contributions are made to the Fund by a Participating Employer on and after January 1, 1971. For any particular month, a Participant may not receive more than one month credit.

E. Non-Covered Contiguous Employment Credit: An Employee shall be credited with “hours of service” for any period of continuous employment immediately prior or immediately subsequent to the date an employer is obligated to contribute for him if such prior or subsequent employment was in a category not covered by a collective bargaining agreement requiring contributions to the Fund for such Employee and such employment was with the Employer who began or stopped making contributions on his behalf.

Section IV.
BENEFITS

A. Normal Pension

(1) A Participant’s right to his Normal Pension is nonforfeitable upon the attainment of Normal Retirement Age as defined in Section I. (14).

(2) The monthly amount of Normal Pension shall be the sum of the amounts determined in (iv), (v), and (vi) below.

- (i) Divide the total amount contributed on or after January 1, 1971 on behalf of the Participant by the number of months between January 1, 1971 or the first month of Contribution, if the later and, the last month of Contribution (both inclusive).
- (ii) Multiply by 12
- (iii) Multiply by the Rate Factor, applicable to the Participant, as determined in accordance with the following table:

Date Participation Begins	Number of Months during which Employer Contributions were made*	Rate Factor
Prior to March 1, 1966	36 or more	2.2%
From March 1, 1966 to February 28, 1967 Inclusive	36 through 47	2.0%
	48 through 59	2.1%
	60 or more	2.2%
From March 1, 1967 to February 29, 1968 Inclusive	36 through 47	1.9%
	48 through 59	2.0%
	60 through 71	2.1%
	72 or more	2.2%
On and after March 1, 1968	36 through 47	1.8%
	48 through 59	1.9%
	60 through 71	2.0%

Date Participation Begins	Number of Months during which Employer Contributions were made*	Rate Factor
	72 through 83	2.1%
	84 or more	2.2%

*For the period prior to January 1, 1971 the number of months during which employer contributions were made is assumed to be the number of months of Effective Service Credit.

- (iv) Multiply by the total number of years of Past Service, if any.
- (v) Multiply the amount determined in (ii) above by 3.0 percent and then by the number of years of Effective Service Credit if any through August 31, 2003.
- (vi) Multiply the total amount contributed on behalf of the Participant from January 1, 1971 through August 31, 2003 by 3.0 percent and multiply the total amount due to be contributed on behalf of the Participant from September 1, 2003 through August 31, 2006 by 2.0 percent and multiply the total amount due to be contributed on behalf of the Participant after August 31, 2006 by 1.0 percent.

(3) Effective August 1, 1990, the minimum monthly Normal Pension shall be \$50.00 for the purpose of calculating benefits for both current and future Pensioners and Survivor Annuitants, provided that the Pensioner had acquired at least 10 years of Credited Service. The Minimum monthly Normal Pension shall be adjusted by any actuarial values of reductions that may be applicable to the form of pension benefit received by the Pensioner or Survivor Annuitant as provided for in other provisions of the Plan.

(4) The monthly amount of Normal Pension shall be actuarially adjusted to take into account any Withdrawal Benefit that the Participant may have received.

B. Early Retirement Benefit

(1) Subject to subsection B(3), a participant who has reached his 55th birthday shall be eligible for an Early Retirement Benefit provided that he has at least 5 years of credited service, (10 years of credited service if the Participant did not have one hour of service on or after March 1, 1998) which includes at least 36 months of Contributions on his behalf. Credited Service shall mean the sum of Past Service, Effective Service, Future Eligibility Service, and Non-covered Contiguous Employment Credit, as defined in Section III.

(2) The Monthly Amount of Early Retirement Benefit shall be equal to the Normal Pension to which the Pensioner would have been entitled if he were then 65 years of age, reduced by five-ninths of one percent for each month the Retiree is between ages 62 and 65 and

by five-twelfths of one percent for each month the Retiree is less than age 62 on the effective date of retirement.

(3) Notwithstanding the foregoing, consistent with the terms and conditions of the Rehabilitation Plan, as amended, (Appendix A hereto) Participants who are subject to the Default Schedule or on whose behalf contributions are no longer required to be made to the Fund shall be ineligible for the Early Retirement Benefit subsidy described in paragraph (2) above. Such Participants shall be eligible for an unsubsidized Early Retirement Benefit only.

C. Deferred Pension

(1) A Participant who has at least 5 years of credited service, (10 years of credited service if the Participant did not have one hour of service on or after March 1, 1998) which includes at least 36 months of Contributions on his behalf and thereafter ceases to be a Participant shall be eligible for a Deferred Pension payable at age 55 or later. A Participant, who is not covered by a collective bargaining agreement who had one hour of service after January 1, 1989, and has at least five years but less than 10 years of credited service, and thereafter ceases to be a Participant shall be eligible for a Deferred Pension payable at age 55 or later. Credited Service shall mean the sum of Past Service, Effective Service, Future Eligibility Service, and Non-Covered Contiguous Employment Credit as defined in Section III.

(2) The monthly amount of Deferred Pension shall be equal to the monthly amount of Normal Pension or Early Retirement Benefit earned prior to leaving the Industry, depending on the Participant's age at the time payments commence. Anything herein to the contrary notwithstanding, the term "Normal Pension" or "Early Retirement Benefit" as used in this subsection C. (2) shall mean the Normal Pension or the Early Retirement Benefit to which the Participant would have been entitled if he had been eligible for and applied for such benefit pursuant to subsection A. or B. of this Section IV. on the date on which the Participant would have ceased to be a Participant pursuant to Section II.B. in the absence of this Section IV.C.

(3) In the event that a Participant entitled to a Deferred Pension again becomes employed by a Participating Employer, he may increase his pension as a result of such employment. The amount of such increase shall be calculated by multiplying the amount due to be contributed on behalf of the Participant by 3.0 percent for the period prior to September 1, 2003, by 2.0 percent for the period from September 1, 2003 through August 31, 2006 and by 1.0 percent for the period after August 31, 2006.

D. Disability Award Pension

(1) Subject to subsection D(4), a Participant who has been awarded a Social Security Disability Award Pension shall be eligible for a Disability Award Pension from this Fund provided he shall have at least 5 years of credited service, (10 years of credited service if the Participant did not have one hour of service on or after March 1, 1998) which includes at least 36 months of Contributions on his behalf. Credited Service shall mean the sum of Past Service, Effective Service, Future Eligibility Service, and Non-Covered Contiguous Employment Credit, as defined in Section III.

(2) The monthly amount of Disability Award Pension shall be equal to the Normal Pension earned to the date of disability retirement, without reduction for age.

(3) Payment of the Disability Award Pension shall begin effective as of the date of entitlement established by Social Security.

(4) Notwithstanding the foregoing, consistent with the terms and conditions of the Rehabilitation Plan, as amended (Appendix A hereto), for benefits commencements on or after March 1, 2009, Participants who are subject to the Default Schedule or on whose behalf contributions are no longer required to be made to the Fund shall be ineligible for the Disability Award Pension subsidy described in paragraph (2) above. Such Participants shall be eligible for an unsubsidized Disability Award Pension only.

E. Death Benefits

(1) Prior to retirement

(a) Effective for the death of a Participant prior to March 1, 2009, a Death Benefit shall be paid to the Beneficiary, as herein defined, of any unmarried Participant who dies prior to becoming eligible for a Normal Pension, or a married Participant who dies prior to becoming eligible for an Early or Normal Pension or a married Participant who dies after becoming eligible for an Early Pension and prior to becoming eligible for a Normal Pension who had rejected the Joint and Survivor Annuity Pension provided that Contributions have been made on the Participant's behalf for 36 months.

(b) The amount of Death Benefit shall be equal to the Withdrawal Benefit as calculated in Section IV.G.(2)

(c) If a Pre-Retirement Survivor Annuity Benefit is payable as provided in Paragraph F. (6), the amount of the Death Benefit as calculated in subparagraph (b) above shall be reduced by the present value of the Pre-Retirement Survivor Annuity Benefit payable to the spouse. If the surviving spouse does not elect to take the present value of the Pre-Retirement Survivor Annuity Benefit in a single lump sum payment and dies before the commencement of the monthly Pre-Retirement Survivor Annuity Benefit, the amount by which the Death Benefit was reduced shall be payable to the beneficiary of the surviving spouse.

(2) Three Year Certain Upon Retirement

(a) If a Pensioner in receipt of a pension benefit from this Fund other than a Joint and Survivor Annuity Pension should die prior to receiving 36 monthly pension payments, then a lump sum benefit equal to the balance of the 36 monthly pension payments shall become payable to his Beneficiary, as herein defined.

(b) For purposes of this subsection E. (2) only, an unmarried Participant or married Participant who had rejected the Joint and Survivor Annuity Pension who fulfills all the requirements for a Normal Pension Benefit but dies prior to making application for any benefits provided by this Fund, shall be considered a Pensioner in receipt of a Normal Pension Benefit and his Beneficiary shall be entitled to a lump sum benefit equal to the monthly pension benefit,

calculated as if the deceased had made application therefore on the day preceding the date of death, multiplied by 36.

(c) If the Pensioner is in receipt of a Joint and Survivor Annuity Pension, then upon the death of the last survivor of the Joint Life, a Death Benefit shall be payable to the Beneficiary of the last survivor equal to either the Death Benefit as defined in paragraphs (1) b. or 36 times the monthly pension the Pensioner would have received if he had not elected the Joint and Survivor Annuity Pension option, minus the aggregate pension payments made to the Pensioner and the Survivor Annuitant.

(d) For purposes of this subsection E., an Employee who is eligible for a Deferred Pension Benefit as defined in Section IV.C., is deemed to be a Participant.

(e) Notwithstanding (1) – (2) above, consistent with the terms and conditions of the Rehabilitation Plan, as amended (Appendix A hereto), effective for the death of a Participant occurring on or after March 1, 2009, there shall be no Death Benefit payable from the Plan except as required in Section IV F.

F. Joint and Survivor Annuity Benefit

(1) A Participant or former Participant who is eligible for a Normal, Early, or Disability Award Pension Benefit will receive a Joint and Survivor Annuity Benefit, if he has a spouse on his date of retirement. His spouse will then be considered his Survivor Annuitant. The amount of the pension benefit payable shall be the Actuarial Value of the pension benefit to which the Participant would otherwise be entitled. At the option of the Participant, the Joint and Survivor Annuity Benefit will be paid as either a 50% Joint and Survivor Annuity or as a 75% Joint and Survivor Annuity.

(2) The 50% Joint and Survivor Annuity is a reduced pension benefit of equivalent Actuarial Value payable to the Pensioner during his lifetime and, upon his death, 50 percent of such reduced pension benefit payable to the Pensioner, shall become payable to the Survivor Annuitant. This option constitutes the Pension Fund's Qualified Joint and Survivor Annuity Benefit.

(3) The 75% Joint and Survivor Annuity is a reduced pension benefit of the equivalent Actuarial Value payable to the Pensioner during his lifetime and, upon his death, 75 percent of such reduced pension benefit payable to the Pensioner, shall become payable to the Survivor Annuitant. This option constitutes the Pension Fund's Qualified Optional Survivor Annuity Benefit.

(4) A married Participant or former Participant may elect during an election period, with his spouse's consent, to receive a sole pension in lieu of a Joint and Survivor Annuity Benefit on a form prescribed and furnished by the Trustees prior to his benefit commencement date. Such right of election and the exercise thereof shall require the written consent of the spouse. The election period shall consist of 180 days and shall not end earlier than the annuity commencement date. During this election period a Participant or former Participant has a right to revoke any previous election or again make any other election. This period shall follow the furnishing of:

- (a) a general description or explanation of the Qualified Joint and Survivor Annuity and the Qualified Optional Survivor Annuity;
- (b) the circumstances in which a Joint and Survivor Annuity will be provided unless the Participant has elected not to have benefits provided in that form;
- (c) the availability of the election;
- (d) and a general explanation of the relative financial effect on a Participant's annuity of such election.

The election period must end prior to the commencement of benefits. After commencement of benefits any prior election may not be revoked.

(5) If a married Participant or former Participant who is eligible for a Normal, Early or Disability Award Benefit, dies prior to making application for Pension Benefits, or dies after making application but prior to commencement of benefits, it will be presumed that such Participant made application for the Qualified Joint and Survivor Annuity Benefit on the date of death, unless he has rejected such option prior to death as prescribed in paragraph (4) above.

(6) Pre-Retirement Survivor Annuity Benefit – If a married Participant or former Participant, who is eligible for a Deferred Pension Benefit as defined in Section IV C. (1) has one hour of service after December 31, 1975, and dies after August 22, 1984, his surviving spouse shall be entitled to a Survivor Annuity Benefit. The benefit payable to the spouse will be calculated presuming such employee retired at his earliest retirement age under the Qualified Joint and Survivor Annuity Benefit with monthly payments to the spouse commencing with the month following the month the deceased would have attained his earliest retirement age.

If the present value of the Survivor Annuity Benefit payable to the surviving spouse does not exceed \$7,000, such amount will be immediately distributed to the spouse in lieu of the monthly Survivor Annuity Benefit if the spouse consents to such distribution in writing.

(7) Any Joint and Survivor Annuity Pension which becomes effective on or after March 1, 2008 shall be adjusted by multiplying the full amount otherwise payable by the following factors:

(a) For the 50% Joint and Survivor Annuity – 90% plus .4% for each full year that the spouse's age is greater than the Participant's age or minus .4% for each full year that the spouse's age is less than the Participant's age, with a maximum factor of 99%.

(b) For the 75% Joint and Survivor Annuity – 85.7% plus .5% for each full year that the spouse's age is greater than the Participant's age or minus .5% for each full year that the spouse's age is less than the Participant's age, with a maximum factor of 99%.

For any Joint and Survivor Annuity Pension which became effective before March 1, 2008, the adjustment of the pension amount shall be made according to the rules then in effect.

G. Withdrawal Benefit

(1) Effective for withdrawal benefit applications filed prior to June 28, 2008, a Participant who is not eligible for a Deferred Pension Benefit as defined in Section IV.C., shall be entitled to a Withdrawal Benefit provided Contributions have been made on his behalf for 36 months:

(a) After the participant has ceased to be employed by a Participating Employer or former Participating Employer for more than six consecutive months, or

(b) If the Participant continue to be employed by a former Participating Employer, that former Participating Employer continues to maintain a collective bargaining agreement with the Union for a period of at least six consecutive months after ceasing to be a Participating Employer.

(2) The amount of the withdrawal benefit shall be computed in accordance with the following table:

Number or months during which Employer contributions were made*	Percent of Total Amount Contributed on behalf of the Participant or Pensioner**
36 through 47	10%
48 through 59	20%
60 through 71	30%
72 through 83	40%
84 or more	50%

*For the period prior to January 1, 1971, the number of months during which Employer Contributions were made is assumed to be the number of months of Effective Service Credit.

**Contributions prior to 1971 shall be determined by multiplying the average monthly Contribution made on and after January 1, 1971 by the number of months of Effective Service Credit.

(3) Effective for withdrawal benefit applications filed during the period June 28, 2008 through February 28, 2009, withdrawal benefits other than benefits with a present value of less than \$5,000, shall not be paid as a lump sum, but shall be paid in 60 equal monthly installments.

(4) Effective March 1, 2009, consistent with the terms and conditions of the Rehabilitation Plan, as amended (Appendix A), there shall be no Withdrawal Benefits payable from the Plan.

H. Special Benefits – Employees of R.J. Tower Corporation

(1) For the purpose of calculating benefits under Subsection A.(2) of this Section IV, the amount of contributions made on behalf of a Participant by R.J. Tower Corporation or its successor with respect to hours worked on or after September 1, 1993 shall be reduced by seven cents per hour.

(2) The Normal Retirement Age for a Participant who has had contributions made on his behalf by R.J. Tower Corporation or its successor with respect to hours worked in at least twenty-four months commencing with the month of September, 1993 shall be age 60 provided the Participant has five years of credited service (10 years of credited service if the Participant did not have one hour of service on or after March 1, 1998). The Early Retirement Benefit for such a Participant shall be equal to the Normal Retirement Benefit reduced by five twelfths of one percent for each month the retiree is less than age 60 on the effective date of retirement.

I. Eligible Rollover Distributions

This paragraph applies to distributions made on or after January 1, 1993. 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 plan administration, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover.

(1) Eligible rollover distribution

An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated beneficiary, or for a specified period of ten years or more; any distribution to the extent such distribution is required under section 401 (a) (9) of the Code; and the portion of any distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities).

(2) Eligible Retirement Plan

An "eligible retirement plan" is an individual retirement account described in Section 408(a) of the Code, an individual retirement annuity described in Section 408(b) of the Code, an annuity plan described in Section 403(a) of the Code, a qualified trust described in Section 401(a) of the Code, that accepts the distributee's eligible rollover distribution, an annuity contract described in Section 403(b) of the Code and an eligible plan under Section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state which agrees to separately account for amounts transferred into such plan from this Plan. Effective for distributions on or after January 1, 2008, an eligible retirement plan shall also mean a Roth individual retirement account or annuity described in Section 408(a) of the Code.

(3) Distributee

A distributee also includes a nonspouse designated beneficiary. In the case of a nonspouse beneficiary, the direct rollover may be made only to an individual retirement account or annuity described in Section 408(a) or Section 408(b) of the Code ("IRA") or a Roth individual retirement account or annuity described in Section 408A of the Code, that is

established on behalf of the designated beneficiary and that will be treated as an inherited IRA pursuant to the provisions of Section 402(c)(11).

(4) Direct Rollover

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

J. Bonus Benefits

The Trustees may, in their sole discretion, determine from time to time to distribute to Pensioners, Survivor Annuitants and Beneficiaries one or more bonus benefit checks in addition to the monthly benefit payments such Pensioner or Beneficiary is entitled to under the other provisions of this Plan. The Trustees shall have the sole discretion to determine the eligibility for and amount of such bonus benefit payments. Payment of a bonus benefit shall not constitute an amendment to this Plan or a promise to make future bonus benefit payments in the future. A Pensioner, Survivor Annuitant, or Beneficiary shall not receive a bonus benefit payment in an amount that would cause the aggregate benefit payments to such person to exceed the limitations on annual benefits set forth in Section XIII of The Plan or applicable laws and regulations.

K. Special Financial Assistance

1. Effective as of the first month in which special financial assistance is paid to the Plan, the Plan shall reinstate all benefits that were suspended under section 305(e)(9) of ERISA.

2. The Plan shall pay each participant and beneficiary that is in pay status as of the date special financial assistance is paid to the Plan the aggregate amount of their benefits that were not paid because of the suspension, with no actuarial adjustment or interest. Such payment shall be made in a lump sum no later than three (3) months after the date the special financial assistance is paid to the Plan, irrespective of whether the participant or beneficiary dies after the date special financial assistance is paid.

L. Corrective Distributions

Notwithstanding any provision of this Plan Document to the contrary, the Pension Fund shall pay to each Eligible Payee a Corrective Distribution within 180 days of the Pension Fund's receipt of Special Financial Assistance from the Pension Benefit Guaranty Corporation or within such time as the Board determines is reasonable under the circumstances.

Section V.

PAYMENT OF BENEFITS

A. (1) Except as provided in Section IV (D) (3) or as hereinafter provided all pensions shall be payable for life beginning on the first day of the calendar month next following receipt by the Trustees of written application therefore or the date to which deferred in case of a pension not immediately payable, provided the applicant shall have fulfilled all other requirements, and shall continue to and

include the month in which death occurs, or if applicable, payments to a spouse in accordance with the provisions of Section IV.F.

- (2) Monthly Benefits must commence no later than the Pensioner's Required Beginning Date. All distributions of benefits will be made in accordance with regulations promulgated in Section 401(a)(9) of the Internal Revenue Code.
- (3) In the event that a monthly pension payable to a Pensioner, or to a spouse or beneficiary of a Pensioner, who initially begins to receive such monthly benefit on or after March 1, 1989 but prior to March 1, 2009, is less than \$25, in lieu of such monthly benefit, the Pensioner, or spouse or beneficiary of a Pensioner, may elect to receive the actuarial value of such monthly pension benefit in a lump-sum.

B. Subject to Section V.D(1), no Pension Benefit will be paid to any Pensioner who is employed or self-employed for 40 or more Hours of Service in a calendar month in an industry at a trade or craft in which Pensioner was employed at any time under the Plan and in the geographic area covered by the Plan ("Covered Employment") prior to his or her applicable Required Beginning Date. In addition, no Pensioner receiving an Early Retirement Benefit will be paid such Early Retirement Benefit for any month during which he or she is in Covered Employment prior to his or her Required Beginning Date. For purposes of this Section V.B, "industry" shall mean either the furniture, piano or bedding industry; and "geographic area" shall mean the United States.

C. If a Participant continues in Covered Employment after attaining Normal Retirement Age or commences receipt of a Pension Benefit but experiences a benefit suspension due to resuming Covered Employment, upon subsequent retirement benefits will 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 Covered Employment, provided the Participant has complied with the notification requirements of Section V.D(2)(b).

D. (1) No payment shall be withheld by the Plan pursuant to Section V.B unless the Plan notified the Pensioner by personal delivery or first class mail (or electronically to the extent permitted by regulations) during the first calendar month or payroll period in which the Plan withholds payments that his or her benefits are suspended. Such notification shall comply with the notice requirements set forth in 29 CFR 2530.203-3(b)(4), incorporated herein by reference.

(2)(a) A Pensioner must notify the Plan in writing within twenty-one (21) days after starting any work of any type that is or may be Covered Employment under the provisions of the Plan and without regard to the number of hours of such work (that is, whether or not less than forty (40) hours in a month). If a Pensioner has worked in Covered Employment in any month and has failed to give timely notice to the Plan of such employment, the Trustees will, unless it is unreasonable under the circumstances to do so, act on the basis of a rebuttable presumption that the Pensioner worked for at least forty (40) hours in that month and any subsequent month before the Participant gives notice that he has ceased Covered Employment. The Pensioner has the right to overcome this presumption by establishing to the satisfaction of the Trustees that his work was not in fact Covered Employment. The Trustees will inform all retirees at least once every twelve

(12) months of the re-employment notification requirements and the presumptions set forth in this paragraph.

(b) A Participant whose pension has been suspended must notify the Plan in writing when Covered Employment has ended. The Trustees may hold back benefit payments until such notice, or any information requested pursuant to subsection (c) below, is filed with the Plan.

(c) A Pensioner must supply to the Plan upon request a notarized and certified statement that the Pensioner is not engaged in Covered Employment. In addition, a Pensioner must supply to the Plan, upon request, all reasonable documentation such as income tax returns, pay stubs and any other information determined to be reasonable by the Trustees for the purposes of verifying whether the Pensioner is in Covered Employment. This requirement to provide a certification and documentation is a condition to receiving future benefits. Therefore, if a Pensioner fails to comply with a Plan request for either an employment certification or employment documentation, the Pensioner's benefit will be suspended until such time as the Pensioner has supplied the information. If it is later determined that the Pensioner did not engage in Covered Employment, the Pension Benefit amount withheld for such period shall be restored to the Pensioner.

(d) Notice will be given to all Participants who have not retired at Normal Retirement Age that benefits may be permanently forfeited for period of work past Normal Retirement Age.

(e) A Participant is entitled to a review of a determination to suspend his or her benefits or a determination of Covered Employment by written request filed with the Trustees within 180 days of the notice of suspension. Such request will be processed in accordance with the Plan's claims procedures.

E. (a) Benefits will resume no later than the first day of the third calendar month after the calendar month in which the Pensioner employee ceases to be employed in Covered Employment, provided the Pensioner has complied with the notification requirements of paragraph V.D(2).

(b) Overpayments attributable to payments made for any month or months in which the Pensioner had Covered Employment will be deducted from pension payments otherwise paid or payable subsequent to the period of suspension. A deduction from a benefit after the Pensioner reached Normal Retirement Age will not exceed 25% of the pension amount (before deduction), except that the Plan may withhold up to 100% of the first pension payment made upon resumption after a suspension. This section is applicable for overpayments made on or after May 1, 2022.

(c) A Pensioner's Pension Benefit shall be recalculated to include all pension accruals earned by reason of such continuation of, or resumption in, Covered Employment in accordance with the terms of the Plan.

(d) A Pensioner's Pension Benefit that is suspended shall not be actuarially adjusted to account for any period of suspension beginning on the Pensioner's Normal Retirement Date through April 1 of the year following the year in which the Pensioner attained his or her Required Beginning Date. Notwithstanding the foregoing, a Pensioner's benefit will be

actuarially recalculated in order to compensate for the months of suspension of the Early Retirement Benefit beginning with the first month in which a benefit is payable and actuarially recalculated for the commencement of benefits after April 1 of the year following the year in which the Pensioner attained his or her Required Beginning Date.

(e) For a Pensioner who retired and commenced receipt of pension payments from the Plan and then returned to Covered Employment, upon resumption of pension payments any subsequent benefit accrued during Covered Employment will be payable in the same benefit form as elected by the Pensioner at retirement.

F. No Pensioner receiving a Retirement Benefit as of January 1, 1982 shall have any benefits suspended by virtue of employment entered into prior to January 1, 1982.

G. Any Pensioner may increase his pension as a result of re-employment by a Participating Employer. The amount of such increase earned during the period of such re-employment shall be calculated by multiplying the total of all contributions due to be made on his behalf before September 1, 2003 by 3.0 percent, and multiplying the total of all contributions due to be made on his behalf from September 1, 2003 through August 31, 2006 by 2.0 percent, and by multiplying the total of all contributions due to be made on his behalf after August 31, 2006 by 1.0 percent. However, in order to avail himself of this privilege, the Pensioner must have had contributions made on his behalf for one or more days in each of four months in one calendar year. All increases will become effective January 1, following the calendar year in which earned.

H. No benefit shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, or charge, and any attempt to so anticipate, alienate, sell, transfer, assign, pledge, encumber or charge the same shall be void; nor shall any such benefit be in any manner liable for or subject to the debts, contracts, liabilities, engagements, or torts of the person entitled to such benefit. If any Pensioner becomes bankrupt or attempts to anticipate, alienate, sell, transfer, assign, pledge, encumber or charge any pension hereunder, then such pension shall in the discretion of the Trustees, cease and desist, and in the event, the Trustees shall hold or apply the same to or for the benefit of such Pensioner, his spouse, children, parents, or other dependents, or any of them, in such manner and in such proportion as the Trustee may deem proper. Effective January 1, 1985, this paragraph will be superseded by any terms issued by a Qualified Domestic Relations Order pursuant to a State domestic relations law (including any community property law) which specifies the name and the last known mailing address of the Participant and each alternative payee to whom the order relates, and either the amount of the Participant's benefits paid to an alternative payee, or the manner of determining the amount, and the number of payments or the period for which payments are required.

I. For distributions with annuity starting dates on or after January 1, 2003, notwithstanding any other plan provisions to the contrary, the applicable mortality table used for purposes of adjusting any benefit or limitation under Section 415(B)(2)(b), (C) or (D) of the Internal Revenue Code as set forth in Section XIII of the plan and the applicable mortality table used for purposes of satisfying the requirements of Section 417(e) as set forth in Section I(8) of the Plan is the table prescribed in Revenue Rule 2001-62.

Section VI.
CONTRIBUTIONS

A. Employer Contributions are to provide the cost of benefits currently accruing under the Plan, to liquidate the cost of the credits granted for Past Service, and to pay the administrative expenses of the Plan.

B. Each Participating Employer shall pay over to the Trustees on or before the tenth day of each month the Contributions on behalf of Employees in the collective bargaining unit during the preceding calendar month. Such payments shall be accompanied by reports on forms prescribed by the Trustees.

C. A Participating Employer who withdraws from this Plan in complete or partial withdrawal is not liable to the Plan if the Participating Employer:

- (1) First had an obligation to contribute to the Plan after September 26, 1980; and
- (2) Had an obligation to contribute to the Plan for no more than six consecutive plan years preceding the date on which the employer withdraws:
- (3) Was required to make contributions to the Plan for each such plan year in an amount equal to less than two percent of the sum of all employer contributions made to the Plan for each such year; and
- (4) Has never avoided withdrawal liability because of the application of this section with respect to the Plan.

Benefits of employees accrued on the basis of service for such an employer before the employer was required to contribute to the Plan shall not be payable if the employer ceases contributions to the Plan.

D. In the event any Participating Employer shall become delinquent in the contributions to the Plan, the Participating Employer shall be liable to the Plan for the said unpaid contributions, and for (i) interest on the unpaid contributions at the rate of one percent (1%) per month of delinquency or the prevailing prime interest rate plus two percent (2%) per annum, whichever is greater, commencing on the date the said contributions were due, and (ii) liquidated damages in an amount equal to the greater of the interest specified in Section VI(D) (i) or twenty percent (20%) of the said unpaid contributions, and (iii) the attorneys' fees and costs incurred by the Plan in any action to collect unpaid contributions. Payment of interest and liquidated damages on delinquent contributions is mandatory, such that the Participating Employer will not be deemed to have met its obligations to the Plan if such amounts are not paid, notwithstanding payment by the Participating Employer of all contributions.

Section VII.
ADMINISTRATION OF THE PLAN

A. The Trustees shall have complete discretion to interpret the provisions of this Plan and the Agreement and Declaration of Trust, to determine relevant facts and to apply the provisions of this Plan and the Agreement and Declaration of Trust to particular facts and circumstances in order to decide all matters arising under the Plan including, without limitation, the eligibility of an individual to become a Participant of the Plan, to qualify for a particular benefit under the Plan and to receive a particular amount of benefit. The decisions by the Trustees shall be final and binding, subject only to limited judicial review pursuant to which a decision of the Trustees may be overturned only if found to be arbitrary and capricious.

B. Mergers: In the case of any merger or consolidation with, or transfer of assets or liabilities to, any other employee benefit plan, each Participant shall be entitled to a benefit status immediately after the merger, consolidation, or transfer which is not less favorable than the benefit status to which he would have been entitled immediately before the merger, consolidation, or transfer as if the Plan had then been terminated.

C. Beginning with the SFA measurement date selected by the Plan in the Plan's application for special financial assistance, notwithstanding anything to the contrary in this or in any other governing document, the Plan shall be administered in accordance with the restrictions and conditions specified in section 4262 of ERISA and 29 CFR part 4262.

Section VIII.
MANAGEMENT OF FUNDS

A. In accordance with the provisions of the Agreement and Declaration of Trust, all of the funds of the Plan shall be held by the Trustees in trust for use in providing the benefits under the Plan and paying its expenses; provided that no part of the corpus or income of the trust shall be used for or diverted to purposes other than for the exclusive benefit of Participants and Pensioners under the Plan, and provided that no person shall have any interest in, or right to, any part of the earnings of any trust pertaining to this Plan, or any rights in, or to, or under such trust or any part of the assets thereof, except as and to the extent expressly provided in the Plan.

B. In accordance with the provisions of the Agreement and Declaration of Trust, the Trustees may appoint a Corporate Investment Advisor for the purpose of investing and re-investing funds not required for the administration of the Plan and the payment of current benefits.

Section IX.
AMENDMENT

A. Subject to the provisions of paragraph B below, the provisions of the Plan may be modified or amended by the Trustees, retroactively, if necessary, to the extent the Trustees find such modification or amendment necessary to bring the Plan into conformity with governmental regulations expressing the public policy or condition which must be conformed with in order to

qualify the trust for the Plan as tax exempt under appropriate sections of the Internal Revenue Service.

B. Any provisions of the Plan may be otherwise modified or amended by the Trustees at a regular or special meeting. In no event, however, shall any modification or amendment of the provisions of the Plan make it possible for any part of the funds of the Plan to be used for, or diverted to purposes other than for the exclusive benefit of Pensioners and Participants.

Section X.
TERMINATION

A. The Plan may be terminated by the Trustees only with the consent of the Union and a majority of the Participating Employers, pursuant to the Agreement and Declaration of Trust. In such event, the assets of the Plan shall be distributed in a manner that is consistent with the terms of the Agreement and Declaration of Trust and Title IV of ERISA.

Section XI.
CONSTRUCTION

The provisions of the Plan shall be construed, regulated and administered under the laws of the State of New York and the Employees Retirement Income Security Act of 1974.

Section XII.
RECIPROCITY

Anything herein to the contrary notwithstanding:

1. If a Participant becomes a full time Employee as such term is defined in the Pension Plan for Employees of the United Furniture Workers of America and Related Organizations, the provisions of Section II. B. hereof shall become inoperative and shall remain inoperative as long as the Participant continues to be such Employee.
2. Whenever it becomes necessary to make any determination as to Applicable Effective Date, Participation or eligibility for Benefits, the Trustees of this Plan shall obtain from the Pension Plan for Employees of the United Furniture Workers of America and Related Organizations, all records pertaining to the individual involved, and the data contained in such records shall be combined with the data contained in the records maintained by this Fund in order to determine eligibility for benefits from this Fund.
3. If it is determined that the individual is entitled to Benefits from this Fund, such Benefits shall be calculated on the basis of the contributions made to this Fund alone but the period of credit as an Employee, as such term is defined in the Pension Plan for Employees of the United Furniture Workers of America and Related Organizations, shall be disregarded in determining the Average Annual Contribution made to this Fund in order to avoid a reduction in the Pension payable to such individual.

Section XIII.
MAXIMUM BENEFITS

1. For any Limitation Year, in no event shall any benefit payable under the plan or the Accrued Benefit of a Participant (or any benefit based upon the Accrued Benefit) exceed the Maximum Benefit. The Maximum Benefit is \$275,000 (as adjusted by the Secretary of the Treasury for increases in the cost of living) payable in the form of a straight life annuity payable monthly, and further adjusted as provided in this section. If a Participant has less than 10 years of participation in the plan, the Maximum Benefit is adjusted by multiplying by the ratio (not to exceed one) of the number of years of participation to 10. Years of participation shall be determined pursuant to Internal Revenue Code section 415 and section 1.415(b)-1 of the Income Tax Regulations.
2. If the Accrued Benefit or any benefit payable under the plan is expressed as a benefit payable in a form other than a straight life annuity, then for purposes of compliance with the limitations of section 415 and this section, such Accrued Benefit or benefit payable shall be restricted so that the equivalent straight life annuity does not exceed the Maximum Benefit. The equivalent straight life annuity is determined pursuant to the provisions of Internal Revenue Code section 415 and section 1.415(b)-1 of the Income Tax Regulations
3. If the annuity starting date for a Participant is prior to age 62, the Maximum Benefit shall be reduced by adjusting such benefit so that it is actuarially equivalent to the Maximum Benefit commencing at age 62. This adjustment shall be made pursuant to the provisions of Internal Revenue Code section 415(b) and section 1.415(b)-1 of the Income Tax Regulations.
4. If the annuity starting date for a Participant is after age 65, the Maximum Benefit shall be increased by adjusting such benefit so that it is Actuarial Equivalent of the Maximum Benefit beginning at age 65. This adjustment shall be made pursuant to the provisions of Internal Revenue Code section 415 and section 1.415(b)-1 of the Income Tax Regulations.
5. To the extent not otherwise stated, this paragraph should be applied in accordance with Internal Revenue Code section 415 and the regulations thereunder.
6. This Paragraph shall apply to Limitation Years beginning on or after July 1, 2007.

Section XIV.

TOP HEAVY PLAN

The Plan will operate in compliance with Code Section 416 and the applicable regulations. If the Plan is or becomes Top-Heavy in any Fiscal Year, the following provisions will supersede any conflicting provisions in the Plan.

Section 1 – Top Heavy Section Definitions:

- (a) **Key Employee:** Any Employee or former Employee (and the Beneficiaries of such Employee) who at any time during the determination period was an officer of the Employer if such individual's annual compensation exceeded \$130,000 (as adjusted under Section 416(i)(1) of the Code), a 5-percent owner of the employer, or a 1-percent owner of the employer having an annual compensation of more than \$150,000. The determination period is the Plan Year containing the determination date. The determination of who is a Key Employee will be made in accordance with Section 416(i)(1) of the Code and the regulations thereunder.
- (b) **Non-Key Employee:** Any Employee who is not a Key Employee.
- (b) **Permissive Aggregation Group:** The required aggregation group of plans plus any other plan or plans of the employer which, when considered as a group are treated as the required aggregation group, would continue to satisfy the requirements of Sections 401(a)(4) and 410 of the Code.
- (c) **Required Aggregation Group:** (1) Each qualified plan of the Employer in which at least one Key Employee participates or participated at any time during the 5-year period ending on the determination date (regardless of whether the plan has terminated) and (2) any other qualified plan of the Employer which enables a plan described in (1) to meet the requirements of Sections 401(a)(4) or 410 of the Code.
- (d) **Determination Date:** For any Fiscal Year subsequent to the first Fiscal Year, the last day of the preceding Fiscal Year. For the first Fiscal Year of the Plan, the last day of that year.
- (e) **Present Value:** For purposes of establishing present value to compute the top-heavy ratio, any benefit shall be discounted only for mortality and interest based on the Plan's Actuarial Equivalent assumptions.
- (f) **Present Value of Accrued Benefits:** For purposes of computing the Top-Heavy ratio, the present value of Accrued Benefits shall be determined as of the most recent valuation date in the 12-month period ending on the Determination Date.

- (g) **Compensation:** Wages, within the meaning of Section 3401(a), and all other payments of compensation to a participant by the employer (in the course of the employer's trade or business) for which the employer is required to furnish the participant a written statement under Sections 6041(d), 6051(a)(3), and 6052. Compensation shall be determined without regard to any rules under Section 3401(a) 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 in Section 3401(a)(2)). Such compensation will include payments made by the later of two and a half (2½) months after the severance from employment, or the end of the limitation year that includes the date of severance from employment, if, absent severance from employment, such payments would have been paid to the participant while the participant continued employment with the employer, and is regular compensation for services during the participant's regular working hours, compensation for services outside the participant's working hours (such as overtime or shift premiums), commissions, bonuses, any differential compensation or other similar compensation. In addition to any other applicable limitations which may be set forth in the Plan, and notwithstanding any contrary provision of the Plan, the amount of compensation taken into account under the Plan shall not exceed \$200,000.00, adjusted for changes in the cost of living as provided in Section 415(d) of the Internal Revenue Code, for the purpose of calculating the amount of benefits herein.

Section 2 – Determination of Top-Heavy Status:

- (a) The Plan will be “Top-Heavy” with respect to any Fiscal Year if, as of the Determination Date applicable to such Year, the ratio of the present value of the Accrued Benefits under the Plan for Key Employees (applicable to such Determination Date) to the present value of the Accrued Benefits under the Plan for all Employees (determined for such Determination Date) exceeds 60%. For purposes of computing such ratio, for all other purposes of applying and interpreting this paragraph (a):
- (i) the present value of the Accrued Benefits for any Employee shall be increased by the aggregate distributions made with respect to such Employee under the Plan and any plan aggregated with the Plan during the one-year period ending on any Determination Date; in the case of a distribution made for a reason other than a separation from service, death or disability, this provision shall apply by substituting “five year period” for “one year period”;
 - (ii) benefits provided under all plans that are aggregated pursuant to (b) of this section must be considered; and
 - (iii) the provisions of Section 416 of the Code and all Treasury Regulations interpreting said Section shall be applied.

If any Employee has not performed services for the Employer or any related Employer at any time during the one-year period ending on any Determination Date, the Accrued Benefit of such Employee shall not be taken into consideration for purposes of determining whether the Plan is Top Heavy with respect to the Plan Year to which the Determination Date applies. Furthermore, if a Non-Key Employee with respect to any plan year was a Key Employee for a prior plan year, then the Non-Key Employee is a Former Key Employee and any accrued benefit for such employee shall not be taken into account.

- (b) For purposes of determining whether the Plan is Top-Heavy, all qualified retirement plans in the Required Aggregation Group shall be aggregated to the extent that such aggregation is required under the applicable provisions of Section 416 of the Code and the Treasury Regulations interpreting that Section. All other qualified retirement plans in the Permissive Aggregation Group shall be aggregated only to the extent permitted by Section 416 of the Code and such Treasury Regulations and elected by the Employer. In any case where an aggregation group includes two or more defined benefit plans, the same actuarial assumptions will be used with respect to all such plans.
- (c) For purposes of determining whether the Plan is Top-Heavy, the Accrued Benefit of a participant shall not include (i) the amount of a rollover contribution (or similar transfer) initiated by the participant and derived from a plan not maintained by the Employer or any related Employer, or (ii) a distribution made with respect to an Employee that is a tax-free rollover contribution (or similar transfer) that is either not initiated by the Employee or that is made to a plan maintained by the Employer or any related Employer.
- (d) Solely for purposes of determining whether the Plan is Top-Heavy, the Accrued Benefit of any Non-Key Employee shall be determined (i) under the method, if any, that uniformly applies for accrual purposes under all plans of the Employer or any related Employer, or (ii) if there is no such method, as if such benefit accrued not more rapidly than the slowest accrual rate permitted under the fractional accrual rule of Section 411(b)(1)(C) of the Code.

Section 3 – Minimum Benefit to Non-Key Participants.

- (a) If the Plan is Top-Heavy, the Accrued Benefit at any time for each Non-Key Employee (including a Former Key-Employee) described in paragraph (c) of this Section shall be the single life annuity payable over the life of the Non-Key Employee, commencing on the Employee's sixty-fifth (65th) birthday, equal to a percentage of such Employee's average compensation for the five (5) consecutive Plan Years when the Employee had the highest aggregate amount of such compensation from the Employer and all related Employers. Such percentage shall equal the lesser of (i) two percent (2%) multiplied by such Employee's Years of Service (as computed pursuant to paragraph (b) of this Section), or (ii) twenty

percent (20%). The minimum benefit payable pursuant to this Section will be determined without regard to any contributions for any Employee under the Social Security Act. Notwithstanding any other provisions of this Plan, if payment of the Accrued Benefit of a Non-Key Employee does not commence until after his sixty-fifth (65th) birthday, or is suspended for any period after his sixty-fifth (65th) birthday, the amount of the benefit payments to such Non-Key Employee after his sixty-fifth (65th) birthday shall be adjusted so that it is equal to the Actuarial Equivalent of the retirement income required by this Section at his sixty-fifth (65th) birthday less the Actuarial Equivalent of any retirement income payments previously made to the Employee.

- (b) For purposes of this Section 3, any Year of Service shall be disregarded (i) if the Plan was not Top-Heavy for any Fiscal Year ending during such Year of Service, and (ii) if the Year of Service was completed in a Fiscal Year beginning before January 1, 1984; or (iii) if during such Fiscal Year the Plan benefits no Key Employee or Former Key Employee.
- (c) Each Non-Key Employee who completes at least 1,000 Hours of Service in a Plan Year shall accrue the minimum Accrued Benefit described in paragraph (a) of this Section 3 for such Year. A Non-Key Employee shall not fail to accrue such benefit merely because the Employee was not employed on a specific date or because he failed to earn a minimum amount of compensation for that Fiscal Year. For purposes of this paragraph (c) and for purposes of determining the average compensation under paragraph (a), compensation in Fiscal Years ending before January 1, 1984 and compensation in Fiscal Years after the close of the last Fiscal Year in which the Plan is Top-Heavy shall be disregarded.
- (d) Notwithstanding anything above in this Section 3, each Non-Key Employee covered under both a Top-Heavy defined benefit plan and a Top-Heavy defined contribution plan maintained by the Employer and any related Employer shall receive a minimum contribution under the defined contribution plan so that the total of the contributions and forfeitures under the defined contribution plan is equal to 5% of compensation for each Fiscal Year that the plan is Top-Heavy. Such Non-Key Employee shall not receive a minimum benefit under paragraph (a).

Section 4 – Nonforfeitability in Top-Heavy Fiscal Year.

- (a) For any Fiscal Year in which the Plan becomes Top-Heavy, the vested interest of a participant in the portion of his or her Accrued Benefit referred to in paragraph (b) below shall be determined in accordance with the following formula in lieu of any other formula set forth in the Plan:

Years of Service	Vested Percentage	Forfeitable Percentage
Fewer than 2 years	0%	100%

2 years	20%	80%
3 years	40%	60%
4 years	60%	40%
5 years	80%	20%
6 or more years	100%	0%

For purposes of the above schedule, Years of Service shall include all Years of Service required to be counted under Section 411(a) of the Code, disregarding all Years of Service permitted to be disregarded under Section 411(a)(4) of the Code.

- (b) The vesting schedule set forth in paragraph (a) above shall apply to all Accrued Benefits that have accrued while the Plan is Top-Heavy and during the period of time before the Plan becomes Top-Heavy. This vesting schedule shall not apply to the Accrued Benefit of any Employee who does not have an Hour of Service after the Plan becomes Top-Heavy.
- (c) If the Plan becomes Top-Heavy and subsequently ceases to be Top-Heavy, the vesting schedule set forth in paragraph (a) of this Section shall automatically cease to apply, and the vesting rules otherwise set forth in the Plan shall automatically apply, with respect to all Accrued Benefits that accrue to a participant for all Fiscal Years after the Fiscal Year with respect to which the Plan was last Top-Heavy. For purposes of this paragraph (c), this change in vesting rules shall only be valid to the extent that the conditions of Section 411(a)(10) of the Code are satisfied.”

Section 5- Treatment of Employees Covered by Collective Bargaining Agreements (“CBA’s”).

The provisions of paragraphs 3 and 4 of this Section XIV shall not apply with respect to any Employee included in a unit of employees covered by: 1) a “bona fide” agreement reached during the collective bargaining process and memorialized in a written CBA (see 29 C.F.R. 531.6(b)); or 2) an agreement which the U.S. Secretary of Labor finds to be a CBA between employee representatives and one or more employers where there is evidence that retirement benefits were the subject of good faith bargaining between such employee representatives and such employer or employers.

Section XV.
APPEALS

- 1. A Participant or Beneficiary whose claim for benefits is denied in whole or in part shall receive written notification of such decision no later than ninety (90) days after the claim has been received unless the Director notifies the Participant or Beneficiary during that 90-day period that special circumstances require additional time, not to exceed an additional ninety (90) days. The notice of denial shall contain such information, explanation and detail as required by the DOL Claims Regulations, including a description of the time limits and procedures for appealing the determination.

2. All decisions on claims for benefits denying a claim in whole or in part shall be subject to appeal to the Board of Trustees as provided herein.

If a Participant's or Beneficiary's claim for benefits is denied in whole or in part, he shall receive a statement in writing from the Plan stating the specific reasons for the denial.

A Participant or Beneficiary whose claim for benefits is denied in whole or in part may appeal to the Board of Trustees by submitting a written appeal within 90 days after the date he receives notice of the denial.

In determining an appeal, the Trustees shall consider any materials that were relied upon to deny the claim and such additional comments, documents, records and other information relevant to the claim that the participant or beneficiary may submit.

The Trustees shall decide each appeal within 60 days after the appeal is received, unless the Trustees extend the period for no more than an additional 60 days due to special circumstances, in which event the Trustees shall notify the Participant or Beneficiary of the extension before the first 60-day period expires.

The Trustees may delegate to a committee consisting of at least one Employer Trustee and one Union Trustee the authority to act upon any one or more appeals.

The determination on appeal by the Trustees or a committee of the Trustees shall be final and binding upon all parties, and the provisions of Section VII(A) of the Plan shall apply to all such determinations.