

II. Effective Dates

This Rehabilitation Plan consists of two schedules, the Preferred Schedule and the Default Schedule (collectively, the "Schedules"). The Schedules set forth future benefit accrual and contribution rates the Legacy Plan will permit under the Rehabilitation Plan. The Legacy Plan's participating Employers and Unions are responsible, through collective bargaining, for choosing whether the Preferred Schedule or the Default Schedule will apply to their collective bargaining agreement. Regardless of whether the bargaining parties adopt a Schedule immediately, or sometime in the future, the Board adopted an across-the-board freeze in future benefit accruals, effective January 1, 2015, for all Participants in the Legacy Plan.

Under the PPA, participating Employers are required to pay to the Legacy Plan an automatic surcharge in addition to the contributions otherwise required under each Employer's collective bargaining agreement. Commencing June 1, 2010, the surcharge is five percent (5%) of the required contributions and ten percent (10%) (i.e., and additional five percent (5%)) beginning January 1, 2011. Participants do not accrue any benefits on either surcharge. These additional contributions are due at the same time that the regular contributions are due to the Legacy Plan. If a contributing employer fails to pay the surcharge, the surcharge payment is treated as a delinquent contribution pursuant to ERISA Section 515. The automatic Employer surcharge shall cease when the bargaining parties adopt either the Preferred Schedule or the Default Schedule.

III. Contribution Allocation

Effective January 1, 2015, contributions to the Fund were, and are, allocated between the Legacy Plan and the Adjustable Plan of the National Retirement Fund (the "Adjustable Plan"). With the exception of contributions for Additional Benefits, the contribution rate increases specified in this Rehabilitation Plan apply to the contribution rate in effect on December 31, 2009, which will subsequently be allocated between the Legacy Plan and the Adjustable Plan. This Rehabilitation Plan prohibits the Fund from accepting a collective bargaining agreement and/or participation agreement that provides for a reduction in the level of contributions other than the reduction in contributions allocated to the Legacy Plan due to the portion of a participating Employer's contribution rate that is apportioned to the Adjustable Plan. In addition, this Rehabilitation Plan prohibits the Fund from accepting a collective bargaining agreement and/or participation agreement that provides for a suspension of contributions with respect to any period of service, or any new direct or indirect exclusion of younger or newly hired employees from participation in the Fund.

Contributions for Additional Benefits will be allocated to the Adjustable Plan and are not subject to the contribution rate increases contained in this updated Rehabilitation Plan and may be increased, decreased or eliminated, subject to collective bargaining.

IV. Benefit Changes

All benefit changes adopted under the prior version of the Rehabilitation Plan continue under this updated Rehabilitation Plan, with the exception of future benefit accruals, which ceased in the