FOOD EMPLOYERS LABOR RELATIONS ASSOCIATION AND UNITED FOOD AND COMMERCIAL WORKERS PENSION FUND

PLAN AMENDMENT NO. 4
TO RESTATEMENT EFFECTIVE JANUARY 1, 2014

Pursuant to Article VIII, Section 8.1 of the Food Employers Labor Relations Association and United Food and Commercial Workers Pension Plan (the "Plan"), the Board of Trustees hereby amends the Plan as follows:

1. **Effective January 1, 2023, Plan Section 5.1(c) is amended to read as follows**:

   (c) Notwithstanding any other provision of this Plan, distribution of the entire interest of each Participant shall be made, beginning no later than the Required Beginning Date, over a period not exceeding the life of such Participant, the lives of such Participant and his Beneficiary, the life expectancy of such Participant, or the life expectancies of such Participant and his Beneficiary. Required Beginning Date shall mean the April 1 of the calendar year following the calendar year in which the Employee attains age seventy and one half (70½). For all Employees who attain age seventy and one-half (70½) on or after January 1,1999, Required Beginning Date shall mean the April 1 of the calendar year following the later of (i) the calendar year in which the Employee attains the Required Age, or (ii) the calendar year in which the Employee retires. The accrued benefit of a Participant (other than a 5-percent (5%) owner) who retires in a calendar year in which the Participant attains age seventy and one-half (70½) is actuarially increased from April 1 after the calendar year in which the employee attains age seventy and one-half (70½) to the date on which benefits commence after retirement in an amount sufficient to satisfy Section 401(a)(9) of the Code, in order to take into account the period during which the employee is not receiving benefits under the Plan. The Plan will apply the minimum distributions requirements of Section 401(a)(9) of the Code in accordance with the final Treasury Regulations under section 401(a)(9) that were published on April 17, 2002 and June 15, 2004.

2. **Effective January 1, 2023, Plan Section 5.1(d)(2) is amended to read as follows**:

   (2) In the case of benefits to a surviving Spouse, payments shall begin on or before the later of the December 31st of the calendar year immediately following the calendar year in which the Participant died, the December 31st of the calendar year in which the Employee would have attained the Required Age, or as soon as practicable after the Trustees learn of the death.

3. **Effective January 1, 2023, Plan Section 5.1(h)(2)(B) is amended to read as follows**:

   (B) if the designated Beneficiary is the Participant's surviving Spouse, the date distributions are required to begin in accordance with (1) above shall not be earlier than the later of December 3lst of the calendar year immediately following the calendar year in which the Participant died or December 31st of the calendar year in which the Participant would have attained the Required Age.

4. **Effective January 1, 2023, Plan Section 5.1 is amended by adding the following at the end thereof**:

   (m) As used in this Section 5.1, Required Age shall mean:

      (1) Age seventy and one half (70½) in the case of an Employee who attains such age before January 1, 2020.

      (2) Age seventy-two (72) in the case of any Employee who attains age seventy and one half (70½) on or after January 1, 2020 and attains age seventy-two (72) before January 1, 2023.

      (3) Age seventy-three (73) in the case of any Employee who attains age seventy-two (72) on or after January 1, 2023.

6. **Effective for distributions made on or after January 1, 2024, Plan Section 5.2(a) is revised to replace the reference to "Five Thousand Dollars ($5,000)" with a reference to "Seven Thousand Dollars ($7,000)".**

7. **Effective for distributions made on or after January 1, 2024, Plan Section 5.2(b) is revised to replace the reference to "Five Thousand Dollars ($5,000)" with a reference to "Seven Thousand Dollars ($7,000)".**

8. **Effective for distributions made on or after January 1, 2024, Plan Section 5.3(b) is revised to replace the reference to "$5,000" with a reference to "Seven Thousand Dollars ($7,000)".**

9. **Effective for overpayments collected on or after January 1, 2023, Plan Section 5.7 is amended to read as follows:**

   Section 5.7 Overpayments

   If the Fund pays benefits to which a Participant, Spouse, alternate payee, or beneficiary is not entitled or pays benefits in an amount greater than the benefits to which a Participant, Spouse, alternate payee, or beneficiary is entitled (all such benefits hereinafter "Overpayments"), the Fund has the right to recover such Overpayments, to the extent permissible under applicable law. The Fund may recover Overpayments by offsetting any future benefits otherwise payable by the Fund to a Participant or to any person who is entitled to benefits with respect to that Participant, including but not limited to a Spouse, alternate payee, or beneficiary, to the extent permissible under applicable law.

   The Fund shall have a constructive trust, lien and/or an equitable lien by agreement in favor of the Fund on any Overpayment, including amounts held by a third party, such as an attorney. Any such amount will be deemed to be held in trust by the Participant, Spouse, alternate payee, or beneficiary, or third party for the benefit of the Fund until paid to the Fund. By accepting benefits from the Fund, the Participant, Spouse, alternate payee, or beneficiary agree that a constructive trust, lien, and/or equitable lien by agreement in favor of the Fund exists with regard to any Overpayment received. The Participant, Spouse, alternate payee, or beneficiary agree to cooperate with the Fund by reimbursing all amounts due. In the event the Overpayment is the result of a misrepresentation or omission by the Participant, Spouse, alternate payee or beneficiary, or the Participant, Spouse, alternate payee or beneficiary knew the overpayment was materially more than the correct amount, then the Participant, Spouse, alternate payee, or beneficiary will be liable to the Fund for all of its costs and expenses, including attorneys' fees and costs, related to the collection of any Overpayment and will be obligated to pay interest at the rate determined by the Trustees through the date that the Fund is paid the full amount owed.

Any refusal by the Participant, Spouse, beneficiary or alternate payee to reimburse the Fund for an Overpayment will be considered a breach of the benefit recipient's agreement with the Fund that the Fund will provide the benefits available under the Plan in exchange for the recipient complying with the rules of the Fund. Further, by accepting benefits from the Fund, the Participant and Spouse, beneficiary and alternate payee affirmatively waive any defenses they may have in any action by the Fund to recover overpayments or amounts due under any other rule of the Plan, including but not limited to a statute of limitations defense or a preemption defense, to the extent permissible under applicable law.

In addition to its right to recover Overpayments by offset, the Fund also has the right, to the extent permissible under applicable law, to recover Overpayments by pursuing legal action against the party to whom the benefits were paid or the party on whose behalf they were paid. In that event, the party to whom benefits were paid or the party on whose behalf they were paid shall pay all costs and expenses, including attorneys' fees and costs, incurred by the Fund in connection with the collection of any Overpayment or the enforcement of any of the Fund's rights to repayment. By accepting benefits from the Fund, the Participant, Spouse, alternate payee, or beneficiary agree to waive any applicable statute of limitations defense available to any of them regarding the enforcement of any of the Fund's rights to recoup Overpayments. The Fund and its Trustees may take other actions to recover the erroneous payments and other amounts, including, but not limited to, commencing a restitution action under ERISA, to the extent permissible under applicable law.

IN WITNESS WHEREOF, the undersigned have set their hands as of the last date written below.

Date: ____________________ ____________________________________
EMPLOYER TRUSTEE

Date: ____________________ ____________________________________
UNION TRUSTEE